RECEIVED:	REVIEV	VER:	TYPE:	APP NO:	
	-	ABOY EW MEXICO OIL Geological & E outh St. Francis [Engineering Bur	N DIVISION eau -	PROFILE AND THE AREA OF THE AR
	THIS CHECKLIST IS MAN	ADMINISTRATIVE DATORY FOR ALL ADMINIS TIONS WHICH REQUIRE PRO	STRATIVE APPLICATIONS	FOR EXCEPTIONS TO E	Division Rules and
Applicant:					Number: 7377
	Antietam 9 Fed Con 5 G-09 S253309A; U				-025-43477 ode: 98180
A. Loc B. Che [1]	ation – Spacing L NSL eck one only for [Commingling – S DHC	torage – Measure	ement		
2) NOTIFIC A (B C D E F G	WFX F ATION REQUIRED Offset operators of Royalty, overriding Application requi Notification and/ Notification and/ Surface owner	MX SWD TO: Check those wor lease holders groyalty owners, is published notion or concurrent approver, proof of notification we, proof of notification we show the structure of t	☐ IPI ☐ EOR which apply. revenue owners ce proval by SLO proval by BLM	PPR	FOR OCD ONLY Notice Complete Application Content Complete

3) 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.

Lisa Trascher

Print or Type Name

Lisa Trascher

Signature

11/10/2020

Date

432-247-6331

Phone Number

lisa_trascher@eogresources.com

e-mail Address

1625 N. French Drive, Hobbs, NM 88240

District I

District II

District III

District IV

87505

State of New Mexico Energy, Minerals and Natural Resources Department

Form C-107-B Revised August 1, 2011

811 S. First St., Artesia, NM 88210 1000 Rio Brazos Road, Aztec, NM 87410 1220 S. St Francis Dr, Santa Fe, NM

OIL CONSERVATION DIVISION 1220 S. St Francis Drive

Santa Fe, New Mexico 87505

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: EOG Resources, Inc.								
OPERATOR ADDRESS: P.O. Box 2267 Midland, Texas 79702								
APPLICATION TYPE:								
Pool Commingling Lease Commingling Mool and Lease Commingling Off-Lease Storage and Measurement (Only if not Surface Commingled)								
LEASE TYPE: 🗌 Fee 🕅	State X Fede	eral						
Is this an Amendment to existing Order								
Have the Bureau of Land Management	(BLM) and State Lan	d office (SLO) been not	tified in writing of	of the proposed comm	ingling			
X Yes No								
		DL COMMINGLIN						
	Please attach shee	ts with the following in	iormation					
(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes			
Please see attached								
		-						
		-						
		-						
		-						
(2) Are any wells producing at top allowa	oles? Yes XNo							
(3) Has all interest owners been notified b		oposed commingling?	XYes No.					
 (4) Measurement type: Metering (5) Will commingling decrease the value 	Other (Specify)	No. If "ves" descri	be why commingli	ng should be approved				
(5) will commigning decrease the value of			be why commingn	ing should be approved				
		SE COMMINGLIN ts with the following in						
(1) Pool Name and Code.	T lease attach shee	ts with the following h	normation					
(2) Is all production from same source of	supply? 🗌Yes 🔲 N	ło						
(3) Has all interest owners been notified by		posed commingling?	□Yes □N	0				
(4) Measurement type: Metering	Other (Specify)							
	(C) POOL and	LEASE COMMIN	GLING					
	Please attach shee	ts with the following in	nformation					
(1) Complete Sections A and E.								
) OFF-I FASE ST	FORAGE and MEA	SUBEMENT					
1)		ets with the following						
(1) Is all production from same source of								
(2) Include proof of notice to all interest of	wners.							
(E) AI		DRMATION (for all ts with the following in		vpes)				
(1) A schematic diagram of facility, include		is with the following h	normation					
(2) A plat with lease boundaries showing a		tions. Include lease number	ers if Federal or Sta	ate lands are involved.				
(3) Lease Names, Lease and Well Number	rs, and API Numbers.							
I hereby certify that the information above is	true and complete to the	hest of my knowledge or	d belief					
	-				20000			
SIGNATURE: Lisa Trasche	<u>ε</u> Τ	TTLE: Regulatory Spec	cialist	DATE:_11/10)/2020			
TYPE OR PRINT NAME Lisa Trascher			TEL	EPHONE NO.: 432-34	17-6331			
E-MAIL ADDRESS:_lisa_trascher@eo	gresources.com							

<i>ived by OCD: 11/26/2020 12:00</i> Form 3160-5 June 2015)	OMB Expires:	Page 3 of 215 FORM APPROVED OMB NO. 1004-0137 Expires: January 31, 2018					
BUREAU OF LAND MANAGEMENT SUNDRY NOTICES AND REPORTS ON WELLS Do not use this form for proposals to drill or to re-enter an					5. Lease Serial No. NMNM118726		
abandoned we	ll. Use form 3160-3 (AF	PD) for such	proposals.	6. If Indian, Allottee	or Tribe Name		
SUBMIT IN	TRIPLICATE - Other ins	structions on	page 2	7. If Unit or CA/Ag	eement, Name and/or No.		
1. Type of Well ☑ Oil Well □ Gas Well □ Oth	ner			8. Well Name and N ANTIETAM 9 FE			
2. Name of Operator EOG RESOURCES, INC	Contact: E-Mail: lisa_trascl	LISA TRASC		9. API Well No. 30-025-43477			
3a. Address P.O. BOX 2267 MIDLAND, TX 79702		3b. Phone No Ph: 432-24	o. (include area code) 47-6331		r Exploratory Area 253309P;UP WC		
4. Location of Well (Footage, Sec., T	., R., M., or Survey Description	n)		11. County or Parish	, State		
Sec 9 T25S R33E Mer NMP N 32.152072 N Lat, 103.584164				LEA COUNTY	, NM		
12. CHECK THE AF	PPROPRIATE BOX(ES)) TO INDICA	ATE NATURE OI	F NOTICE, REPORT, OR OT	HER DATA		
TYPE OF SUBMISSION			TYPE OF	ACTION			
☑ Notice of Intent			1	□ Production (Start/Resume)	□ Water Shut-Off		
Subsequent Report	 Alter Casing Casing Repair 		draulic Fracturing w Construction	□ Reclamation □ Recomplete	Well Integrity Other		
☐ Final Abandonment Notice	Change Plans	_	g and Abandon	☐ Temporarily Abandon	Surface Commingling		
	Convert to Injection		g Back	□ Water Disposal			
13. Describe Proposed or Completed Op If the proposal is to deepen directions Attach the Bond under which the wor following completion of the involved testing has been completed. Final At determined that the site is ready for f EOG Resources, Inc. ("EOG") from all existing and future we	ally or recomplete horizontally rk will be performed or provide operations. If the operation re bandonment Notices must be fi inal inspection.	, give subsurface e the Bond No. o esults in a multip led only after all proval to surfa ownship 25 S	e locations and measur on file with BLM/BIA ole completion or reco I requirements, include ace pool/lease cor South, Range 33 E	red and true vertical depths of all pert . Required subsequent reports must b mpletion in a new interval, a Form 31 ing reclamation, have been completed nmingle oil & gas East within the	inent markers and zones. e filed within 30 days 60-4 must be filed once		
Bone Spring and Wolfcamp po spacing units are initially dedid Antietam 9 Fed Com 701H 3 Antietam 9 Fed Com 702H 3 Antietam 9 Fed Com 703H 3 Antietam 9 Fed Com 704H 3 Antietam 9 Fed Com 705H 3 Antietam 9 Fed Com 706H 3 Antietam 9 Fed Com 707H 3	Cated to the following we 0-025-43477 WC-025 (00000000000000000000000000000000000	lls: G-09 S253309 G-09 S253309 G-09 S253309 G-09 S253309 G-09 S253309 G-09 S253309 G-09 S253309	9P; Upr WC [9818 9P; Upr WC [9818	80] 80] 80] 80] 80]			
14. I hereby certify that the foregoing is	Electronic Submission #	≠538559 verifi∉ RESOURCES,	ed by the BLM Wel , INC, sent to the H	I Information System Hobbs			
Name(Printed/Typed) LISA TRA	SCHER		Title REGUL	ATORY SPECIALIST			
Signature (Electronic S	Submission)		Date 11/25/20	020			
	THIS SPACE F	OR FEDER	AL OR STATE	OFFICE USE			
					D		
<u>Approved By</u> Conditions of approval, if any, are attache vertify that the applicant holds legal or equivicit would entitle the applicant to condu	uitable title to those rights in th		Office		Date		
		· .					
Title 18 U.S.C. Section 1001 and Title 43 States any false, fictitious or fraudulent	U.S.C. Section 1212, make it a statements or representations a	s to any matter w	within its jurisdiction.	willfully to make to any department of	or agency of the United		

Additional data for EC transaction #538559 that would not fit on the form

32. Additional remarks, continued

Antietam 9 Fed Com 708H Antietam 9 Fed Com 709H Antietam 9 Fed Com 709H Antietam 9 Fed Com 710H Antietam 9 Fed Com 713H Antietam 9 Fed Com 715H Antietam 9 Fed Com 501H Antietam 9 Fed Com 502Y Antietam 9 Fed Com 503H Antietam 9 Fed Com 505H Antietam 9 Fed Com 505H Antietam 9 Fed Com 505H Antietam 9 Fed Com 506H Antietam 9 Fed Com 507H Antietam 9 Fed Com 508H Antietam 9 Fed Com 508H Antietam 9 Fed Com 508H	30-025-44351 30-025-44352 30-025-45476 30-025-45476 30-025-45477 30-025-47370 30-025-47370 30-025-47372 30-025-47373 30-025-47374 30-025-47374 30-025-47375 30-025-47481 30-025-47482 30-025-47482	WC-025 G-09 S253309P; Upr WC [98180] WC-025 G-09 S253309P; Upr WC [98180] Draper Mill; Bone Spring [96392] Draper Mill; Bone Spring [96392] WC-025 G-09 S253309P; Upr WC [98180]
Antietam 9 Fed Com 754H Antietam 9 Fed Com 755H Antietam 9 Fed Com 756H	30-025-47359 30-025-47382 30-025-47360	WC-025 G-09 S253309P; Upr WC [98180] WC-025 G-09 S253309P; Upr WC [98180] WC-025 G-09 S253309P; Upr WC [98180]

Attached please find detailed information. Concurrent approval is being requested from the NMOCD.

APPLICATION FOR SURFACE POOL/LEASE COMMINGLING

EOG Resources, Inc. ("EOG") respectfully requests approval to surface pool/lease commingle oil & gas from all existing and future wells in Section 9 & 16 in Township 25 South, Range 33 East within the Bone Spring and Wolfcamp pools listed below, for Leases ST NM V0-4422-2 and USA NM NM 118726. These spacing units are initially dedicated to the following wells:

Well Name	Location	API #	Pool	Oil BPD	Gravities	MSCFPD	BTU
ANTIETAM 9 FED COM #701H	D-9-25S-33E	30-025-43477	[98180] WC-025 G-09 S253309P;UPR 225 WOLFCAMP 225		46	913	1274
ANTIETAM 9 FED COM #702H	D-9-25S-33E	30-025-43478	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	81	46	298	1289
ANTIETAM 9 FED COM #703H	C-9-25S-33E	30-025-43479	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	71	46	285	1291
ANTIETAM 9 FED COM #704H	C-9-25S-33E	30-025-43480	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	46	46	263	1266
ANTIETAM 9 FED COM #705H	C-9-25S-33E	30-025-44347	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	97	46	657	1255
ANTIETAM 9 FED COM #706H	C-9-25S-33E	30-025-44348	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	42	46	241	1273
ANTIETAM 9 FED COM #707H	C-9-25S-33E	30-025-44349	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	93	46	414	1287
ANTIETAM 9 FED COM #708H	B-9-25S-33E	30-025-44351	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	96	46	346	1335
ANTIETAM 9 FED COM #709H	B-9-25S-33E	30-025-44352	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	92	46	278	1260
ANTIETAM 9 FED COM #710H	B-9-25S-33E	30-025-44353	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	76	46	242	1291
ANTIETAM 9 FED COM #713H	A-9-25S-33E	30-025-45476	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	185	46	594	1292
ANTIETAM 9 FED COM #714H	A-9-25S-33E	30-025-45477	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	276	46	1092	1273
ANTIETAM 9 FED COM #715H	A-9-25S-33E	30-025-45478	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	211	46	581	1304
ANTIETAM 9 FED COM #501H	D-9-25S-33E	30-025-47370	[96392] DRAPER MILL;BONE SPRING	*2990	*46	*3010	*1284
ANTIETAM 9 FED COM #502Y	D-9-25S-33E	30-025-47786	[96392] DRAPER MILL;BONE SPRING	*2386	*46	*4297	*1284
ANTIETAM 9 FED COM #503H	D-9-25S-33E	30-025-47372	[96392] DRAPER MILL;BONE SPRING	*2820	*46	*2839	*1284
ANTIETAM 9 FED COM #504H	C-9-25S-33E	30-025-47373	[96392] DRAPER MILL;BONE SPRING	*2820	*46	*2839	*1284
ANTIETAM 9 FED COM #505H	C-9-25S-33E	30-025-47374	[96392] DRAPER MILL;BONE SPRING	*2820	*46	*2839	*1284
ANTIETAM 9 FED COM #506H	B-9-25S-33E	30-025-47375	[96392] DRAPER MILL;BONE SPRING	*2990	*46	*3010	*1284
ANTIETAM 9 FED COM #507H	B-9-25S-33E	30-025-47481	[96392] DRAPER MILL;BONE SPRING	*2990	*46	*3010	*1284
ANTIETAM 9 FED COM #508H	B-9-25S-33E	30-025-47482	[96392] DRAPER MILL;BONE SPRING	*2820	*46	*2839	*1284
ANTIETAM 9 FED COM #754H	A-9-25S-33E	30-025-47359	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	*2800	*46	*10,645	*1284
ANTIETAM 9 FED COM #755H	A-9-25S-33E	30-025-47382	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	*2800	*46	*10,645	*1284
ANTIETAM 9 FED COM #756H	A-9-25S-33E	30-025-47360	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	*2800	*46	*10,645	*1284

*projected, pending completion

GENERAL INFORMATION :

- State lease ST NM V0-4422-2 covers 640 acres Section 16 in Township 25 South, Range 33 East, Lea County, New Mexico.
- Federal lease USA NM NM 118726 covers 1320 acres including Section 9 in Township 25 South, Range 33 East, Lea County, New Mexico.
- The central tank battery to service the subject wells is located in the SW/4 of Section 9 in Township 25 South, Range 33 East, Lea County, New Mexico on Federal lease USA NM NM 118726.
- An application to commingle production from the subject wells is being submitted to the NMOCD and the New Mexico State Land Office.
- Enclosed herewith is (1) a map that displays the leases, the location of the subject wells, and the proposed CTB, (2) a process flow diagram, (3) and the C-102 plat for each of the wells.

FUTURE ADDITIONS

Pursuant to Statewide rule $\underline{19.15.12.10}$ (C)(4)(g) EOG Resources, Inc. respectfully requests the option to include additional pools or leases within the following parameters:

• EOG may add additional production from the Bone Spring and Wolfcamp Pools (WC-025 G-09 S253309P; Upper Wolfcamp [98180] and Draper Mill; Bone Spring [96392]) from Lease's ST NM V0-4422-2, USA NM NM 118726.

EOG respectfully requests authority to add additional wells contained within the spacing units identified and approved in this application by filing a Sundry Notice C-103 and C-102 Plats to the Engineering Bureau in Santa Fe for Federal and filing an Amendment with the NMOCD. Notice to owners shall not be required when amending the application to add wells contained within spacing units previously approved for commingling authority.

PROCESS AND FLOW DESCRIPTIONS:

The production from each well will flow into a dedicated 3-phase separator. The production stream will be separated into 3 independent streams (gas, oil, and water) by the separator and each stream will be measured individually after it exits the separator. The gas will be measured using a senior orifice meter and used to allocate total volume measured at the facility check meter, high pressure flare meter, and low pressure flare meter.

Antietam 9 Federal Com #701H gas allocation meter is an orifice meter (S/N 67407901) Antietam 9 Federal Com #702H gas allocation meter is an orifice meter (S/N 67407902) Antietam 9 Federal Com #703H gas allocation meter is an orifice meter (S/N 67407903) Antietam 9 Federal Com #704H gas allocation meter is an orifice meter (S/N 67407904)

Antietam 9 Federal Com #705H gas allocation meter is an orifice meter (S/N 67407905) Antietam 9 Federal Com #706H gas allocation meter is an orifice meter (S/N 67407906) Antietam 9 Federal Com #707H gas allocation meter is an orifice meter (S/N 67407907) Antietam 9 Federal Com #708H gas allocation meter is an orifice meter (S/N 67407908) Antietam 9 Federal Com #709H gas allocation meter is an orifice meter (S/N 67407909) Antietam 9 Federal Com #710H gas allocation meter is an orifice meter (S/N 67407910) Antietam 9 Federal Com #713H gas allocation meter is an orifice meter (S/N 67407911) Antietam 9 Federal Com #714H gas allocation meter is an orifice meter (S/N 67407912) Antietam 9 Federal Com #715H gas allocation meter is an orifice meter (S/N 67407913) Antietam 9 Federal Com #501H gas allocation meter is an orifice meter (S/N 111111) Antietam 9 Federal Com #502Y gas allocation meter is an orifice meter (S/N 111111) Antietam 9 Federal Com #503H gas allocation meter is an orifice meter (S/N 111111) Antietam 9 Federal Com #504H gas allocation meter is an orifice meter (S/N 111111) Antietam 9 Federal Com #505H gas allocation meter is an orifice meter (S/N 111111) Antietam 9 Federal Com #506H gas allocation meter is an orifice meter (S/N 111111) Antietam 9 Federal Com #507H gas allocation meter is an orifice meter (S/N 111111) Antietam 9 Federal Com #508H gas allocation meter is an orifice meter (S/N 111111) Antietam 9 Federal Com #754H gas allocation meter is an orifice meter (S/N 111111) Antietam 9 Federal Com #755H gas allocation meter is an orifice meter (S/N 111111) Antietam 9 Federal Com #756H gas allocation meter is an orifice meter (S/N 111111)

The oil from the separators will be measured using a Coriolis meter.

Antietam 9 Federal Com #701H oil allocation meter is a Coriolis meter (S/N 10-73098) Antietam 9 Federal Com #702H oil allocation meter is a Coriolis meter (S/N 10-73099) Antietam 9 Federal Com #703H oil allocation meter is a Coriolis meter (S/N 10-73419) Antietam 9 Federal Com #704H oil allocation meter is a Coriolis meter (S/N 10-73420) Antietam 9 Federal Com #705H oil allocation meter is a Coriolis meter (S/N 10-74211) Antietam 9 Federal Com #706H oil allocation meter is a Coriolis meter (S/N 10-74212) Antietam 9 Federal Com #707H oil allocation meter is a Coriolis meter (S/N 10-74213) Antietam 9 Federal Com #708H oil allocation meter is a Coriolis meter (S/N 10-74361) Antietam 9 Federal Com #709H oil allocation meter is a Coriolis meter (S/N 10-74362) Antietam 9 Federal Com #710H oil allocation meter is a Coriolis meter (S/N 10-74363) Antietam 9 Federal Com #713H oil allocation meter is a Coriolis meter (S/N 10-74366) Antietam 9 Federal Com #714H oil allocation meter is a Coriolis meter (S/N 10-74367) Antietam 9 Federal Com #715H oil allocation meter is a Coriolis meter (S/N 10-74368) Antietam 9 Federal Com #501H oil allocation meter is a Coriolis meter (S/N 10-11111) Antietam 9 Federal Com #502Y oil allocation meter is a Coriolis meter (S/N 10-11111) Antietam 9 Federal Com #503H oil allocation meter is a Coriolis meter (S/N 10-11111) Antietam 9 Federal Com #504H oil allocation meter is a Coriolis meter (S/N 10-11111) Antietam 9 Federal Com #505H oil allocation meter is a Coriolis meter (S/N 10-11111) Antietam 9 Federal Com #506H oil allocation meter is a Coriolis meter (S/N 10-11111) Antietam 9 Federal Com #507H oil allocation meter is a Coriolis meter (S/N 10-11111) Antietam 9 Federal Com #508H oil allocation meter is a Coriolis meter (S/N 10-11111) Antietam 9 Federal Com #754H oil allocation meter is a Coriolis meter (S/N 10-11111) Antietam 9 Federal Com #755H oil allocation meter is a Coriolis meter (S/N 10-11111) Antietam 9 Federal Com #756H oil allocation meter is a Coriolis meter (S/N 10-11111)

The water will be measured using a turbine meter. The water from each separator is combined in a common header and flows into (4) 400 barrel coated steel tanks. Guided wave radar is used to measure water volumes in these tanks. The oil from each separator will be combined into a common header and flow into a heated horizontal separator (HHS) to aid separation of water entrained in the oil. Water from the heated separator flows into the common water header connected to the (4) 400 barrel water tanks. The water is then pumped and/or trucked to a salt water disposal well. The oil from the heated separator flows through a vapor recovery tower (VRT) where gas is allowed to breakout at a lower pressure, and then the oil flows into (8) 400 barrel coated steel tanks. Guided wave radar is used to measure water and oil volumes in these tanks. Oil is pumped out of the tanks through a Coriolis meter into a truck or a pipeline. Every tank utilizes a guided wave radar to determine the volume of product in each. After the gas from each separator is measured it is combined into a common header. The gas from the heated separator also flows into this header. The gas flows through the header to a

custody transfer orifice meter (S/N 67407951) that serves as our lease production meter. If the pipeline is experiencing problems and cannot take any gas, the gas will flow through the high pressure and low pressure flare meters (S/N 67407956) and (S/N 67407957) to the flare. The overhead gas from the vapor recovery tower is compressed by a vapor recovery compressor and then measured by a custody transfer orifice meter (S/N 67407986 AND 67407987). The gas from the vapor recovery system combines with the gas from the lease production meter and flows into our gas gathering pipeline system.



503H-508H, 754H-756H

P.O. Box 2267, Midland, Texas 79702 Phone: (432) 686-3684 Fax: (432) 686-3773

Date:	November 18, 2020	1 1010. (152) 000 2001	1 u.t. (192) 000 2773
То:	New Mexico State Land Office State of New Mexico Oil Conservation Division		
Re:	Surface Pool/Lease Commingling Application; Antietam 9 Fed C	om 701H-710H, 713H-7	715H, 501H, 502Y,

To whom it may concern

This letter serves to notice you that the ownership in the production of the following wells is Diverse as defined in 19.15.12.7 A. NMAC:

API	Well Name	Well#	Location	Pool Code/name	Status
30-025-43477	ANTIETAM 9 FED COM	701H	D-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-43478	ANTIETAM 9 FED COM	702H	D-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-43479	ANTIETAM 9 FED COM	703H	C-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-43480	ANTIETAM 9 FED COM	704H	C-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-44347	ANTIETAM 9 FED COM	705H	C-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-44348	ANTIETAM 9 FED COM	706H	C-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-44349	ANTIETAM 9 FED COM	707H	C-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-44351	ANTIETAM 9 FED COM	708H	B-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-44352	ANTIETAM 9 FED COM	709H	B-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-44353	ANTIETAM 9 FED COM	710H	B-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-45476	ANTIETAM 9 FED COM	713H	A-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-45477	ANTIETAM 9 FED COM	714H	A-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-45478	ANTIETAM 9 FED COM	715H	A-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-47370	ANTIETAM 9 FED COM	501H	D-9-25S-33E	[96392] DRAPER MILL;BONE SPRING	PERMITTED
30-025-47786	ANTIETAM 9 FED COM	502Y	D-9-25S-33E	[96392] DRAPER MILL;BONE SPRING	PERMITTED
30-025-47372	ANTIETAM 9 FED COM	503H	D-9-25S-33E	[96392] DRAPER MILL;BONE SPRING	PERMITTED
30-025-47373	ANTIETAM 9 FED COM	504H	C-9-25S-33E	[96392] DRAPER MILL;BONE SPRING	PERMITTED
30-025-47374	ANTIETAM 9 FED COM	505H	C-9-25S-33E	[96392] DRAPER MILL;BONE SPRING	PERMITTED
30-025-47375	ANTIETAM 9 FED COM	506H	B-9-25S-33E	[96392] DRAPER MILL;BONE SPRING	PERMITTED
30-025-47481	ANTIETAM 9 FED COM	507H	B-9-25S-33E	[96392] DRAPER MILL;BONE SPRING	PERMITTED
30-025-47482	ANTIETAM 9 FED COM	508H	B-9-25S-33E	[96392] DRAPER MILL;BONE SPRING	PERMITTED
30-025-47359	ANTIETAM 9 FED COM	754H	A-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PERMITTED
30-025-47382	ANTIETAM 9 FED COM	755H	A-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PERMITTED
30-025-47360	ANTIETAM 9 FED COM	756H	A-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PERMITTED

The royalty, overrides and working interest are diverse on a well by well basis. All owners are listed on Exhibit A, attached hereto .I certify that this information is true and correct to the best of my knowledge.

Sincerely,

EOG Resources, Inc.

By:

Reece Cook Senior Landman

Commingling Application for Antietam 9 Fed Com CTB EOG Resources, Inc. EXHIBIT A- Notice List

New Mexico Oil Conservation Division Attn: Mr. Mike McMillan 1220 South St. Francis Drive Santa Fe, NM 87505 7019 1640 0001 1667 5631

Highland Texas Energy Company 7557 Rambler Road STE 918 LB 72 Dallas, Texas 75231 7018 1130 0001 3044 3574

Ahuja Children 2012 Long Term Trust 500 N. Shoreline Blvd., Suite 322 Corpus Christi, TX 78401-0000 7018 1130 0001 3044 3598

Unified Assets Ltd. 3344 OCEAN DRIVE Corpus Christi, Texas 78411 7019 1640 0001 1667 5594 New Mexico Oil Conservation Division Attn: Mr. Paul Kautz 1625 N. French Drive Hobbs, New Mexico 88240 Via OCD

Pioneer Natural Resources Inc. PO Box 840835 Dallas, TX 75824-0835 7018 1130 0001 3044 3581

Energen Resources Corporation 515 Central Park Blvd., Suite 500 Oklahoma City, OK 73105-0000 7019 1640 0001 1667 5570

Magnum Hunter Production Inc. 4031 Solutions Center Chicago, IL 60677-4000 7019 1640 0001 1667 5600 Bureau of Land Management Attn: Mr. Dylan Rossmango 620 E. Green Street Carlsbad, NM 88220 Via BLM WIS

EOG Resources, Inc. P.O. Box 2267 Midland, Texas 79702

Mickey Resources, LLC 500 N. Shoreline, Suite 322 Corpus Christi, TX 78401 7019 1640 0001 1667 5587

Commissioner of Public Lands Attn: Scott Dawson PO Box 1148 Santa Fe, NM 87504-1148

Copies of this application were mailed to the following individuals, companies, and organizations on or before _________, 2020.

Lisa Trascher

Lisa Trascher EOG Resources, Inc.

Copy of Anteitam 9 Fed Com Commingle Application - Land Info_xlax

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Plat

11/24/2020 at 2:18 PM



P.O. Box 2267, Midland, Texas 79702 Phone: (432) 848-9133

Certified Mail-Return Receipt

Date: November 24, 2020

Re: Surface/Pool Lease Commingling Application; Antietam 9 Fed Com 701H, 702H, 703H, 704H, 705H, 706H, 707H, 708H, 709H, 710H, 713H, 714H, 715H, 501H, 502Y, 503H, 504H, 505H, 506H, 507H, 508H, 754H, 755H, 756H

Dear Sir/Madam:

Enclosed please find EOG Resources, Inc.'s application to commingle production at its Antietam 9 Fed Com Central Tank Battery located in Lea County, New Mexico, filed this date with the New Mexico Oil Conservation Division (NMOCD) and the New Mexico State Land Office and the Bureau of Land Management (BLM).

Any objections or requests for a hearing regarding this application must be submitted to the New Mexico Oil Conservation Division Santa Fe Office within 20 Days from the date the Division received this application.

Pursuant to Statewide rule $\underline{19.15.12.10}$ (C)(4)(g) EOG Resources, Inc. respectfully requests the option to include additional pools or leases within the following parameters:

• EOG may add additional production from the Bone Spring and Wolfcamp Pools (WC-025 G-09 S253309P; Upper Wolfcamp [98180] and Draper Mill; Bone Spring [96392]) from Lease's ST NM V0-4422-2, USA NM NM 118726.

EOG respectfully requests authority to add additional wells contained within the spacing units identified and approved in this application by filing a Sundry Notice C-103 and C-102 Plats to the Engineering Bureau in Santa Fe for Federal and filing an Amendment with the NMOCD. Notice to owners shall not be required when amending the application to add wells contained within spacing units previously approved for commingling authority.

For questions regarding this application, please contact me at 432-247-6331 or lisa_trascher@eogresources.com

Kind regards,

EOG Resources, Inc.

Lisa Trascher Bv:

Lisa Trascher Regulatory Specialist



3-PHASE SEPARATOR

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3-PHASE SEPARATOR

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Gas lift will come from the Neptune Localized Gas Lift Station offsite. *11111111 Meter Numbers will be provided after the facility has been built.

ANTIETAM 9 FED C	IM CTB PRI	JCESS FLOW
EDG RESDURCES MIDLAND DI∨ISIDN	BY: SDG	11/11/2020

APPLICATION FOR, COMMINGLING AT A COMMON CENTRAL TANK BATTERY

Proposal for ANTIETAM 9 FED COM CTB:

EOG Resources, Inc. is requesting approval to commingle the following wells in a common central tank battery:

Federal Lease NM NM 118726 & ST NM VO-4422-2

Well Name	Location	API #	Pool	Oil BPD	Gravities	MSCFPD	BTU
ANTIETAM 9 FED COM #701H	D-9-25S-33E	30-025-43477	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	225	46	913	1274
ANTIETAM 9 FED COM #702H	D-9-25S-33E	30-025-43478	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	81	46	298	1289
ANTIETAM 9 FED COM #703H	C-9-25S-33E	30-025-43479	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	71	46	285	1291
ANTIETAM 9 FED COM #704H	C-9-25S-33E	30-025-43480	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	46	46	263	1266
ANTIETAM 9 FED COM #705H	C-9-25S-33E	30-025-44347	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	97	46	657	1255
ANTIETAM 9 FED COM #706H	C-9-25S-33E	30-025-44348	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	42	46	241	1273
ANTIETAM 9 FED COM #707H	C-9-25S-33E	30-025-44349	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	93	46	414	1287
ANTIETAM 9 FED COM #708H	B-9-25S-33E	30-025-44351	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	96	46	346	1335
ANTIETAM 9 FED COM #709H	B-9-25S-33E	30-025-44352	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	92	46	278	1260
ANTIETAM 9 FED COM #710H	B-9-25S-33E	30-025-44353	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	76	46	242	1291
ANTIETAM 9 FED COM #713H	A-9-25S-33E	30-025-45476	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	185	46	594	1292
ANTIETAM 9 FED COM #714H	A-9-25S-33E	30-025-45477	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	276	46	1092	1273
ANTIETAM 9 FED COM #715H	A-9-25S-33E	30-025-45478	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	211	46	581	1304
ANTIETAM 9 FED COM #501H	D-9-25S-33E	30-025-47370	[96392] DRAPER MILL;BONE SPRING	*2990	*46	*3010	*1284
ANTIETAM 9 FED COM #502Y	D-9-25S-33E	30-025-47786	[96392] DRAPER MILL;BONE SPRING	*2386	*46	*4297	*1284
ANTIETAM 9 FED COM #503H	D-9-25S-33E	30-025-47372	[96392] DRAPER MILL;BONE SPRING	*2820	*46	*2839	*1284
ANTIETAM 9 FED COM #504H	C-9-25S-33E	30-025-47373	[96392] DRAPER MILL;BONE SPRING	*2820	*46	*2839	*1284
ANTIETAM 9 FED COM #505H	C-9-25S-33E	30-025-47374	[96392] DRAPER MILL;BONE SPRING	*2820	*46	*2839	*1284
ANTIETAM 9 FED COM #506H	B-9-25S-33E	30-025-47375	[96392] DRAPER MILL;BONE SPRING	*2990	*46	*3010	*1284
ANTIETAM 9 FED COM #507H	B-9-25S-33E	30-025-47481	[96392] DRAPER MILL;BONE SPRING	*2990	*46	*3010	*1284
ANTIETAM 9 FED COM #508H	B-9-25S-33E	30-025-47482	[96392] DRAPER MILL;BONE SPRING	*2820	*46	*2839	*1284
ANTIETAM 9 FED COM #754H	A-9-25S-33E	30-025-47359	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	*2800	*46	*10,645	*1284
ANTIETAM 9 FED COM #755H	A-9-25S-33E	30-025-47382	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	*2800	*46	*10,645	*1284
ANTIETAM 9 FED COM #756H	A-9-25S-33E	30-025-47360	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	*2800	*46	*10,645	*1284

*Estimated numbers for these wells; will provide actual numbers once these wells are producing.

Run Date/Time: 10/7/2020 13:24 PM	(MASS) Serial Register Page			Page 1 Of 2
			Serial N	Number
01 02-25-1920;041STAT0437;30USC181		Total Acres:		
Case Type 318310: O&G COMMUNITZATION A	GRMT	240.000	NMNM	137577
Commodity 459: OIL & GAS				
Case Disposition: AUTHORIZED	Case File Juris:			

				Serial Number: NM	NM 137577
Name & Address				Int Rel	% Interest
BLM CARLSBAD FO	620 E GREENE ST	CARLSBAD	NM 88220	OFFICE OF RECORD	0.00000000
EOG RESOURCES INC	5509 CHAMPIONS DR	MIDLAND	TX 797062	2843 OPERATOR	100.000000000

							Serial Nur	nber: NMNM 137577
Mer	Twp Rng	Sec	SType	Nr	Suff Subdivision	District/ Field Office	County	Mgmt Agency
23	0250S 0330E	009	ALIQ		E2W2;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0250S 0330E	016	ALIQ		E2NW;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 137577

				Serial Number: NMNM 137577
Act Date	Act Co	de Action Txt	Action Remarks	Pending Off
04/19/2017	387	CASE ESTABLISHED		
04/19/2017	516	FORMATION	WOLFCAMP	
04/19/2017	525	ACRES-NONFEDERAL	80.00;33.33%	
04/19/2017	526	ACRES-FED INT 100%	160.00;66.67%	
04/19/2017	868	EFFECTIVE DATE	/A/	
07/18/2017	580	PROPOSAL RECEIVED	CA RECD	
08/23/2017	654	AGRMT PRODUCING	NMNM137577,#704H	
11/20/2017	974	AUTOMATED RECORD VERIF	LBO	
12/13/2017	334	AGRMT APPROVED		
12/13/2017	690	AGRMT VALIDATED		

Line Number	Rema	ark Text						Serial Number: NMNM 137577
0001	/A/F	RECAPITULAT	ION EFFE	CTIVE	04/19/2017			
0002	TR#	LEASE SER	IAL NO	AC	COMMITTED	olo	INTEREST	
0003	1	NMNM11872	б		160.00		66.666667	
0004	2	STATE			80.00		33.333333	
0005			TOTAL		240.00	1	00.000000	

Run Date/Time: 10/7/2020 13:24 PM

Page 2 Of 2

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Run Date/Time: 10/7/2020 13:21 PM	(MASS) Serial Register Page			Page 1 Of 2
			Serial	Number
01 02-25-1920;041STAT0437;30USC181		Total Acres:		
Case Type 318310: O&G COMMUNITZATION AGRM	Т	240.000	NMNM	139983
Commodity 459: OIL & GAS				
Case Disposition: AUTHORIZED C	ase File Juris:			

				Serial Number: NMN	NM 139983
Name & Address				Int Rel	% Interest
BLM NMSO	301 DINOSAUR TRL	SANTA FE	NM 87508156	0 OFFICE OF RECORD	0.000000000
EOG RESOURCES INC	PO BOX 2267	MIDLAND	TX 79702	OPERATOR	100.000000000

							Serial Nu	mber: NMNM 139983
Mer	Twp Rng	Sec	SType	Nr	Suff Subdivision	District/ Field Office	County	Mgmt Agency
23	0250S 0330E	009	ALIQ		W2E2;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0250S 0330E	016	ALIQ		W2NE;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 139983

		1. A. (1 T . (Serial Number: NMNM 139983
Act Date	Act Co	de Action Txt	Action Remarks	Pending Off
01/01/2018	387	CASE ESTABLISHED		
01/01/2018	516	FORMATION	WOLFCAMP;	
01/01/2018	525	ACRES-NONFEDERAL	80.00;33.33%	
01/01/2018	868	EFFECTIVE DATE	/A/	
07/04/2018	654	AGRMT PRODUCING	NMNM139983,708H	
04/18/2019	580	PROPOSAL RECEIVED	CA RECD;	
11/13/2019	334	AGRMT APPROVED		
11/16/2019	690	AGRMT VALIDATED		

Line Number	Rema	ark Text				Serial Number:	NMNM 139983
0001							
0002	/A/R	ECAPITULATION	EFFECTIV	E 01/01/2018			
0003	TR#	LEASE SERIAL	NO A	C COMMITTED	% INTEREST		
0004	1	NMNM 118726		160.00	66.6667		
0005	2	STATE		80.00	33.3333		
0006			TOTAL	240.00	100.0000		

Run Date/Time: 10/7/2020 13:21 PM

Page 2 Of 2

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Run Date/Time: 10/7/2020 13:26 PM	(MASS) Serial Register Page			Page 1 Of 2
			Serial	Number
01 02-25-1920;041STAT0437;30USC181		Total Acres:		
Case Type 318310: O&G COMMUNITZATION A	GRMT	240.000	NMNM	137576
Commodity 459: OIL & GAS				
Case Disposition: AUTHORIZED	Case File Juris:			

				Serial Number: NMN	NM 137576
Name & Address				Int Rel	% Interest
BLM CARLSBAD FO	620 E GREENE ST	CARLSBAD	NM 88220	OFFICE OF RECORD	0.000000000
EOG RESOURCES INC	5509 CHAMPIONS DR	MIDLAND	TX 7970628	43 OPERATOR	100.000000000

						Serial Nu	mber: NMNM 137576
Mer	Twp Rng	Sec ST	ype Nr	Suff Subdivision	District/ Field Office	County	Mgmt Agency
23	0250S 0330E	009 ALIO	2	W2W2;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0250S 0330E	016 ALIC	2 Q	W2NW;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 137576

				Serial Number: NMNM 137576
Act Date	Act Co	ode Action Txt	Action Remarks	Pending Off
04/19/2017	387	CASE ESTABLISHED		
04/19/2017	516	FORMATION	WOLFCAMP	
04/19/2017	525	ACRES-NONFEDERAL	80;33.33%	
04/19/2017	526	ACRES-FED INT 100%	160;66.67%	
04/19/2017	868	EFFECTIVE DATE	/A/	
07/18/2017	580	PROPOSAL RECEIVED	CA RECD	
08/23/2017	654	AGRMT PRODUCING	NMNM137576,703H	
12/13/2017	334	AGRMT APPROVED		
12/13/2017	690	AGRMT VALIDATED		

Line Number	Rema	ark Text			Serial Number: NMNM 137576
0001	/A/	RECAPITULATION EFFE	CTIVE 04/19/2017		
0002	TR#	LEASE SERIAL NO	AC COMMITTED	% INTEREST	
0003	1	NMNM118726	160.00	66.666667	
0004	2	STATE	80.00	33.333333	
0005		TOTAI	240.00	100.000000	

Run Date/Time: 10/7/2020 13:26 PM

Page 2 Of 2

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			Pr	oduction Su	mmary Report						I
				API: 30-0	25-43477						
			ANTI	ETAM 9 FEDI	ERAL COM #70	1H					
			Printed (On: Tuesday	, November 10	2020					
				Producti	on			ln,	jection		
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Mar	8071	17638	17531	31	0	C	C) C	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Apr	7374	20312	16627	30	0	C) C) C	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	May	8333	28801	18145	31	0	C	C) C	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jun	6859	20561	15356	30	0	C	0 0) C	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jul	7974	28740	14869	31	0	C) C) C	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Aug	6826	27807	13137	31	0	C	0 0) C	0

			Pro	oduction Su	mmary Report							
				API: 30-0	25-43478							
			ANTIE	TAM 9 FED	ERAL COM #702	2H						
			Printed (Dn: Tuesday	, November 10	2020						
-				Producti	on			Inj	ection			
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure	
	[98180] WC-025 G-09 S253309P;UPR											
2020	WOLFCAMP	Mar	3275	11734	10459	31	0	0	0	0 0	0	
	[98180] WC-025 G-09 S253309P;UPR											
2020	WOLFCAMP	Apr	3076	10568	11655	30	0	0	0	0 0	0	
	[98180] WC-025 G-09 S253309P;UPR											
2020	WOLFCAMP	May	3128	10993	11196	31	0	0	0	0 0	0	
	[98180] WC-025 G-09 S253309P;UPR											
2020	WOLFCAMP	Jun	2863	8700	11177	30	0	0	0	0 0	0	
	[98180] WC-025 G-09 S253309P;UPR											
2020	WOLFCAMP	Jul	2774	9009	9232	31	0	0	0	0 0	0	
	[98180] WC-025 G-09 S253309P;UPR											
2020	WOLFCAMP	Aug	2403	8007	7926	31	0	0	0	0 0	0	

	Production Summary Report												
				API: 30-02	25-43479								
			ANTIE	TAM 9 FEDI	RAL COM #703	BH							
			Printed (On: Tuesday	, November 10	2020							
				Producti	-			Inj	ection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure		
	[98180] WC-025 G-09 S253309P;UPR												
2020	WOLFCAMP	Mar	3174	15100	11153	31	0	0	0	0	0		
	[98180] WC-025 G-09 S253309P;UPR												
2020	WOLFCAMP	Apr	3030	14205	10433	30	0	0	0	0	0		
	[98180] WC-025 G-09 S253309P;UPR												
2020	WOLFCAMP	May	2452	11528	9129	31	0	0	0	0	0		
	[98180] WC-025 G-09 S253309P;UPR												
2020	WOLFCAMP	Jun	2008	8631	7290	30	0	0	0	0	0		
	[98180] WC-025 G-09 S253309P;UPR												
2020	WOLFCAMP	Jul	2046	8284	6316	31	0	0	0	0	0		
	[98180] WC-025 G-09 S253309P;UPR												
2020	WOLFCAMP	Aug	1764	6821	4886	31	0	0	0	0	0		

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			Pro	oduction Su	nmary Report						
				API: 30-0	25-43480						
			ANTI	TAM 9 FEDI	ERAL COM #704	4H					
			Printed (On: Tuesday	, November 10	2020					
				Producti	on			Inj	ection		
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Mar	2322	12596	8670	31	0	0	C	0 0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Apr	2014	11304	7216	30	0	0	C	0 0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	May	1686	9644	6336	31	0	0	C	0 0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jun	1428	7765	5085	30	0	0	C	0 0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jul	1381	7511	5904	31	0	0	C	0 0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Aug	1332	7352	6239	31	0	0	C	0 0	0

			Pro	oduction Su	mmary Report						
				API: 30-0	25-44347						
			ANTIE	TAM 9 FED	RAL COM #70	5H					
			Printed C	On: Tuesday	, November 10	2020					
				Producti	on	-		Inj	ection		
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Mar	3860	23638	12676	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Apr	4793	37160	15252	30	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	May	4635	42167	16691	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jun	3770	32669	13679	30	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jul	3154	24134	12194	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Aug	2911	20325	11200	31	0	0	0	0	0

			Pro	oduction Su	mmary Report						
				API: 30-0	25-44348						
			ANTIE	TAM 9 FED	ERAL COM #70	6H					
			Printed C	Dn: Tuesday	, November 10	2020					
				Producti	-			Inj	ection		
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Mar	2058	9596	7832	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Apr	1702	8371	6894	30	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	May	1542	8751	7605	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jun	1413	7286	7039	30	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jul	1312	6710	6962	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Aug	1281	7142	7207	31	0	0	0	0	0

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			Pro	oduction Su	mmary Report						
				API: 30-0	25-44349						
			ANTI	ETAM 9 FEDI	RAL COM #70	7H					
		-	Printed (On: Tuesday	, November 10	2020					
				Producti	on			Inj	ection		
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Mar	3552	14463	11506	31	0	0	C	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Apr	3711	16763	10030	30	0	0	C	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	May	4044	23028	11751	31	0	0	C	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jun	3727	22444	11228	30	0	0	C	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jul	3087	17044	10187	31	0	0	C	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Aug	2961	13968	9471	31	0	0	C	0	0

			Pro	oduction Su	mmary Report						
				API: 30-0	25-44351						
			ANTIE	TAM 9 FED	ERAL COM #70	вн					
			Printed C	Dn: Tuesday	, November 10	2020					
				Producti	on			Inj	ection		
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Mar	4147	12744	11457	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Apr	4082	12513	11817	30	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	May	4013	11891	12592	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jun	3564	12378	11995	30	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jul	3451	12761	11461	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Aug	3240	12004	9366	31	0	0	0	0	0

			Pre	oduction Su	mmary Report						
				API: 30-0	25-44352						
			ANTI	TAM 9 FED	ERAL COM #70	9H					
			Printed (On: Tuesday	, November 10	2020					
-				Producti	-			Inj	ection		
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Mar	3165	7713	13616	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Apr	3482	8727	10999	30	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	May	3430	9830	11465	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jun	3005	8710	10675	30	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jul	3004	8832	10885	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Aug	3009	9465	11134	31	0	0	0	0	0

•

			Pro	oduction Su	nmary Report						Production Summary Report												
				API: 30-0																			
			ANTI	TAM 9 FEDI	RAL COM #71	он																	
			Printed (Dn: Tuesday	, November 10	2020																	
				Producti	on			Inj	ection														
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure												
	[98180] WC-025 G-09 S253309P;UPR																						
2020	WOLFCAMP	Mar	3761	8136	8924	31	0	0	C	0 0	0												
	[98180] WC-025 G-09 S253309P;UPR																						
2020	WOLFCAMP	Apr	3464	8000	8627	30	0	0	C	0 0	0												
	[98180] WC-025 G-09 S253309P;UPR																						
2020	WOLFCAMP	May	3080	8609	10295	31	0	0	C	0 0	0												
	[98180] WC-025 G-09 S253309P;UPR																						
2020	WOLFCAMP	Jun	2779	7913	9430	30	0	0	C	0 0	0												
	[98180] WC-025 G-09 S253309P;UPR																						
2020	WOLFCAMP	Jul	2755	8330	8107	31	0	0	C	0 0	0												
	[98180] WC-025 G-09 S253309P;UPR																						
2020	WOLFCAMP	Aug	2630	7923	8159	31	0	0	C	0 0	0												

			Pro	oduction Su	mmary Report						
				API: 30-0	25-45476						
			ANTIE	TAM 9 FED	ERAL COM #71	3Н					
			Printed C	On: Tuesday	, November 10	2020					
				Producti	on			Inj	ection		
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Mar	9529	28508	21587	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Apr	10915	39402	21318	30	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	May	9030	28356	15444	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jun	7249	26205	14647	30	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jul	8613	35395	18659	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Aug	4916	14905	11839	31	0	0	0	0	0

			Pro	oduction Su	mmary Report						
				API: 30-0	25-45477						
			ANTIE	TAM 9 FED	ERAL COM #714	4H					
			Printed (On: Tuesday	, November 10	2020					
				Producti	on			Inj	ection		
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Mar	10752	29054	23537	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Apr	9208	22878	18892	30	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	May	8573	21273	16541	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jun	9084	25659	14921	30	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jul	7709	19023	17251	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Aug	9859	34918	23336	31	0	0	0	0	0

			Pro	oduction Su	nmary Report						
				API: 30-02							
			ANTI	TAM 9 FEDI	RAL COM #71	5H					
			Printed (On: Tuesday	, November 10	2020					
				Producti	on			Inj	ection		
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Mar	11272	28419	28991	31	0	0	0	0 0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Apr	10162	24666	24706	30	0	0	0	0 0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	May	9951	24422	26188	31	0	0	0	0 0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jun	8887	22457	23133	30	0	0	0	0 0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jul	8862	26549	23955	31	0	0	0	0 0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Aug	7533	19851	21962	31	0	0	0	0 0	0

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., Sante 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. Sante Fe, NM 87505 FORM C-102 Revised August 1, 2011 Submit one copy to appropriate District Office

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT ¹API Number ³Pool Name ²Pool Code 30-025- **434** 98180 WC-025 G-09 S253309A; Upper Wolfcamp ⁴Property Code Well Number ⁵Property Name 317131 ANTIETAM 9 FED COM #701H Operator Name ⁹Elevation OGRID No. EOG RESOURCES, INC. 3438' 7377 ¹⁰Surface Location East/West line UL or lot no. Section Township Lot Idn Feet from the North/South lin Feet from the County Range 59' 348' D 9 25-S 33-E NORTH WEST LEA

UL or lot no. E	Section 16	Township 25-S	Range 33-E	Lot Idn	Feet from the 2322	North/South line NORTH	Feet from the	East/West line WEST	County LEA
¹³ Dedicated Acres 240.00	¹³ Joint or I	nfill ¹⁴ Co	onsolidation Co	de ¹⁵ Ord	er No.	-			



District I 1625 N. French Dr., H Phone: (375) 393-616 District II 811 S. First St., Artesi Phone: (375) 748-128 District III 1000 Rio Brazos Road Phone: (505) 334-617 District IV 1220 S. St. Francis Dr	1 Fax: (575) 3 ia, NM 88210 3 Fax: (575) 7 4, Aztec, NM 8 8 Fax: (505) 3 5, Sante Fe, NM	93-0720 48-9720 7410 34-6170 187505			gy, Minera D L CONSER 1220 Sou	epar VA th St	w Mexico Natural Resort tment TION DIVISI t. Francis Dr. VM 87505	HOBB	14	ubnit on	FORM C-10 Revised August 1, 201 te copy to appropriat District Offic AMENDED REPOR
Phone: (505) 476-346	0 Fax: (505) 4	76-3462	WELL L	OCAT		,	EAGE DEDIC	RECE)	
	API Number			² Pool C 180			-025 G-09 S	³ Pool N	ame	olfcan	np
⁴ Property (ANTIETA	operty ! M 9	FED COM				Well Number #702H
⁷ OGRID 1 7377	No.					OUR	CES, INC.				'Elevation 3438'
					¹⁰ Surf	ace L	ocation				
UL or lot no. D	Section 9	Township 25-5	S 33-E		Idn Feet f	rom the	North/South line NORTH	Feet from the 378'		ast/West line	County LEA
UL or lot no.	Section 16	Township 25-5	S 33-E		t Idn Feet I	rom the	North/South line	Feet from the	-	ast/West line	e County LEA
¹² Dedicated Acres 240.00	¹³ Joint or 1	Infill ¹	⁴ Consolidation (Code 1	⁵ Order No.	-	L				



<u>District I</u> 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 <u>District II</u> 811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720 <u>District III</u> 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 <u>District IV</u> 1220 S. St. Francis Dr., Sante 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. Sante Fe, NM 87505 FORM C-102 Revised August 1, 2011 Submit one copy to appropriate District Office

AMENDED REPORT

		W	ELL LO	OCATIO	N AND ACH	REAGE DEDIC	CATION PLA	T		
	¹ API Number 25–4347		0	2818() wo	C-025 G-09	3253309	A-V	pr Wo	Hramp
⁴ Property C	Code			AN	Property	Name FED COM			"	Well Number #703H
⁷ ogrid n 7377	No.	е		EO	^t Operator	Name RCES, INC.				'Elevation 3440'
					¹⁰ Surface L	ocation				
UL or lot no. C	Section 9	Township 25-S	Range 33–E	Lot Idn —	Feet from the 164'	North/South line	Feet from the 2003'	Ea WE	st/West line ST	County LEA
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	Ea	st/West line	County

UL or lot no. E	Section 16	Township 25–S	Range 33-E	Lot Idn	Feet from the 2312	North/South line	988	WEST	LEA
¹² Dedicated Acres 240.00	¹³ Joint or I	infill ¹⁴ Co	nsolidation Co	de ¹⁵ Ord	er No.				



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Page 30 of 215

District I 1625 N. French Dr., H	abbe MM 992	40			State of	New Mexico	<i>1</i> •			FORM C-102
Phone: (575) 393-6161				Energy	. Minerals	& Natural Reso	urces		R	evised August 1, 2011
District II 811 S. First St., Artesi					Der	& Natural Reso artment ATION DIVIS St. Francis Dr.	DE	nCDs	ubmit on	e copy to appropriate
Phone: (575) 748-1283 District III					CONSERV	ATION DIVIS	HOBBS			District Office
1000 Rio Brazos Road Phone: (505) 334-6178	, Aztec, NM 8	7410			220 South	St. Francis Dr.		0017		
District IV				1			SEP 11	2011		MENDED REPORT
1220 S. St. Francis Dr. Phone: (505) 476-3460					Sante Fe	, NM 87505				MENDED REFORT
							DECE	NED		
		V	VELL LO	DCATIC	ON AND A	CREAGE DEDI	CATION PLA	T		
	API Numbe	r		² Pool Code			³ Pool N	ame		
30-02	5-4348	30	98	180		WC-025 G-09 S	253309A; Up	per Wo	lfcam	p
⁴ Property C	lode				⁵ Prope	rty Name				Well Number
				A	NTIETAM	9 FED COM		,		#704H
⁷ OGRID N	ło.					tor Name				⁹ Elevation
7377				E	OG RESO	URCES, INC.			_	3440'
				,	¹⁰ Surfac	e Location				
UL or lot no.	Section	Township	Range	Lot Idn		the North/South line		E	ast/West line	County
C	9	25-S	33-E	-	164'	NORTH	2033'	WE	ST	LEA
UL or lot no.	Section	Township	Range	Lot Idn				E	ast/West line	County
F	16	25-S	33-E	-	. 2311	NORTH	1408	WE	ST	LEA
¹² Dedicated Acres	¹³ Joint or 1	Infill ¹⁴ Co	nsolidation Co	de ¹⁵ Ord	der No.					
240.00										



District I 1625 N. French Dr., Hobbs, NM Fhone: (575) 393-6161 Fax: (57 District II 811 S. First St., Artesia, NM 882 Phone: (575) 748-1283 Fax: (57 District III 1000 Rio Brazos Road, Aztec, N Phone: (505) 334-6178 Fax: (50 District IV 1220 S. St. Francis Dr., Sante Fe, Phone: (505) 476-3460 Fax: (50	0 0 1) 748-9720 4 87410 1) 334-6170 NM 87505				w Mexico Natural Resor tment TION DIVISIO t. Francis Dr. NM 87505	<u>, u</u> , r	s ED	ubmit one	FORM vised August 1 copy to appro District MENDED RE	l, 2011 opriate Office
	V	ÆLL LO	OCATIO	N AND ACE	REAGE DEDIC	ATION PLA	T			
¹ API Nur	ber		² Pool Code			³ Pool N	ame			
30-025- 4	1347 '	981	80	WC	-025 G-09 S2	53309A; UI	oper Wo	olfcamp)	
⁴ Property Code	1			⁵ Property 1	Name		/	6V	Vell Number	7
317131			Al	NTIETAM 9	FED COM			ŧ	#705 Н	
⁷ OGRID No.				⁸ Operator 1	Name				⁹ Elevation	
7377			EC	OG RESOUR	CES, INC.				3440'	
· · · · · · · · · · · · · · · · · · ·				¹⁰ Surface L	ocation					
UL or lot no. Sec	ion Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	Ea	st/West line	Co	unty
C 9	25-S	33-E	-	41'	NORTH .	1552'	WE	ST	LEA	

UL or lot no. F	Section 16	Township 25–S	Range 33–E	Lot Idn 	Feet from the	North/South line NORTH	Feet from the 1700	East/West line	County LEA
¹² Dedicated Acres 240.00	¹³ Joint or 1	nfill ¹⁴ Co	nsolidation Code	¹⁵ Order	No.	· · · · ·		· · · · · ·	· · · · · · · · · · · · · · · · · · ·



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<u>District I</u> 1625 N. French Dr., H (575) 393-616 <u>District II</u> 811 S. First St., Artesi :: (575) 748-128: <u>District III</u> 1000 Rio Brazos Road Phone: (505) 334-617: <u>District IV</u> 1220 S. St. Francis Dr. Phone: (505) 476-346	1 Fax: (575) 3 a, NM 88210 3 Fax: (575) 7 d, Aztec, NM 8 8 Fax: (505) 3 ., Sante Fe, NM	193-0720 148-9720 7410 34-6170 1⁄87505		Energy, OIL C 12	State of Ne Minerals & Depar ONSERVA 220 South St Sante Fe, N	w Mexico Natural Hes ou tment TION DIVISIO t. Francis Dr. NM 875	^{uces} BS OCL I 8 2018	Submit o	FORM C-102 Revised August 1, 2011 ne copy to appropriate District Office AMENDED REPORT
			VELL LO	DCATIO	N AND ACR	EAGE DEDIC	ATIOPLA	Т	
	¹ API Numbe 5- 443		A 981	² Pool Code 80	WC-	025 G-09 S25	³ Pool Nat 3309A; Uppe		p
⁴ Property C 317131				AN	⁵ Property I VTIETAM 9	FED COM			⁶ Well Number #706H
⁷ ogrid M 7377	No.			EC	⁸ Operator I G RESOUR	Name CES, INC.	/		⁹ Elevation 3440'
<u> </u>			· .		¹⁰ Surface L	ocation		L	
UL or lot no. C	Section 9	Township 25-S	Range 33-E	Lot Idn —	Feet from the 41 '	North/South line NORTH	Feet from the 1587'	East/West lin	LEA County
<u>بــــــــــــــــــــــــــــــــــــ</u>	L	I	- 1	. I		۲ <u>۰۰۰ میں م</u> رد ا	I.	1	
UL or lot no. F	Section 16	Township 25–S	Range 33-E	Lot Idn —	Feet from the 2404'	North/South line NORTH	Feet from the 1958	East/West li WEST	ne County LEA
¹² Dedicated Acres 240.00	¹³ Joint or	Infill ¹⁴ Co	onsolidation Co	de ¹⁵ Orde	er No.				



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., Sante Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462 State of New Mexico Energy, Minerals & Natural Resources Departmen OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Sante Fe, NM 87505

FORM C-102

Revised August 1, 2011 Submit one copy to appropriate District Office

AMENDED REPORT

		/M	ELL LO	CATION	AND ACR	EAGE DEDICA	TION PLAT	٦ •		
	¹ API Number	r i l		² Pool Code			³ Pool Nam	e		
30-02	5- 443	49'	9818	80	WC-	025 G-09 S253	3309A; Uppe	r∕Wolfcamp		
⁴ Property (31713				AN'	⁵ Property N TIETAM 9	lame		· · · · ·	Well Number #707H	/
⁷ ogrid 1 7377	No.	· · · ·		EOG	⁸ Operator N G RESOUR		/		⁹ Elevation 3440'	
					¹⁰ Surface Lo	ocation				
IL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	Co	ounty
С	9	25–S	33–E		41'	NORTH	1622'	WEST	LEA	/
JL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	Co	ounty
F	16	25-S	33-E	-	2408'	NORTH	2235'	WEST	LEA	
Dedicated Acres 240.00	¹³ Joint or I	infill ¹⁴ Co	nsolidation Code	¹⁵ Order	No.					

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



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District I 1625 N. French Dr., H Phone: (575) 393-616 District II 811 S. First St., Artesi Phone: (575) 748-128 District III 1000 Rio Brazos Road Phone: (505) 334-617 District IV	1 Fax: (575) 3 a, NM 88210 3 Fax: (575) 7 I, Aztec, NM 8 8 Fax: (505) 3	193-0720 148-9720 17410 134-6170			Dep CONSERV	New Mex HOB & Natural Reso artment ATION DIVISI St. Fran RES , NM 87505	012018	Submit on	FORM C-10 evised August 1, 201 e copy to appropriat District Offic
220 S. St. Francis Dr Phone: (505) 476-346	0 Fax: (505) 4	.76-3462	/ VELL LO		ION AND AC	, NM 87505	CATION PLA	<u> </u>	MENDED REPORT
30-025	¹ API Numbe 5- 44	351	981	² Pool C 80		WC-025 G-09 S	³Pool № ما 253309A: UD		n
⁴ Property C 317131 ⁷ OGRID N 7377	L		I		⁵ Proper ANTIETAM ⁸ Operat	rty Name 9 FED COM tor Name-		6	Well Number #708H ⁹ Elevation
1311			·			JRCES, INC.			3427'
UL or lot no.	Section	Township	Range	T.o.	Idn Feet from		Feet from the	East/West line	County
B	9	25-S	33-E	-	220'	NORTH	1965'	EAST	LEA
				·········					
UL or lot no. G	Section 16	Township 25–S	Range 33-E	Lo —	t Idn Feet from 2416	the North/South line NORTH	Feet from the 2532'	East/West line EAST	County LEA
¹² Dedicated Acres 240.00	¹³ Joint or 1	Infill ¹⁴ C	onsolidation Co	de ¹	⁵ Order No.	!	L <u></u> L		

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



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 bettom 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 politing agreement or a compulsory pooling order heretofore entered by the division.
Kay Maddox 7/17/18 Date KAY MADDOX Printed Name
E-mail Addrese
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 to the best of my belief.
Date of Survey of a contract of survey of a contract of survey of a contract of a cont

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



¹⁷OPERATOR CERTIFICATION certify that the information contained herein is true and com ny knowledge and belief, and that this on n aithm rking interest or unleased mineral interest in the land include itom hole location or has a right to drill this well at this suant to a contract with an owner of such a mineral or interest, or to a voluntary pooling agree rder heretofore entered by the division y Ma<u>adox</u> (MADDOX Printed E-mail Address ¹⁸SURVEYOR 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 to the best of my belief. ð Date of Su Signature 4 18329

SISURVEYIEOG_MIDLANDIANTIETAM_9_FEDIFINAL_PRODUCTSILO_ANTIETAM9FEDCOM_709H.DWG 8/4/2017 1:55:03 PM ccasto

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State of New Mexico HOBBS OCD **FORM C-102** District I 1625 N. French Dr., Hobbs, NM 88240 Energy, Minerals & Natural Resources Phone: (575) 393-6161 Fax: (575) 393-0720 Revised August 1, 2011 District II 811 S. First St., Artesia, NM 88210 Submit one copy to appropriate Phone: (575) 748-1283 Fax: (575) 748-9720 OIL CONSERVATION DIVISION 1220 South St. Francis DRECEIVED **District Office** District III 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 District IV 1220 S. St. Francis Dr., Sante Fe, NM 87505 AMENDED REPORT Sante Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462

		W	ELL LO	CATION	NAND ACRI	EAGE DEDICA	ATION PLAT	Г		
¹ API Number 30-025- 44353 98180					WC-	³ Pool Name WC-025 G-09 S253309A; Upper Wolfcamp				
⁴ Property (31713	1	/	`	AN	⁵ Property Na TIETAM 9				Well Number #710H	
⁷ OGRID №. 7377						ources, INC.			⁹ Elevation 3427'	
	1				¹⁰ Surface Lo	cation				
UL or lot no. B	Section 9	Township 25–S	Range 33-E	Lot Idn —	Feet from the 220'	North/South line NORTH	Feet from the 1895'	East/West line EAST	County LEA	
UL or lot no. G	Section 16	Township 25–S	Range 33–E	Lot Idn —	Feet from the 2398'	North/South line	Feet from the 1943'	East/West line EAST	County LEA	
¹² Dedicated Acres 240.00	¹³ Joint or 1	ínfill ¹⁴ Co	nsolidation Code	e ¹⁵ Order	- No.	_	-			

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



S:\SURVEYLEOG_MIDLAND\ANTIETAM_8_FED\FINAL_PRODUCTS\LO_ANTIETAM9FEDCOM_710H.DWG 8/4/2017 1:56:49 PM ccaston
District I 1625 N. French Dr., Hobbs, NM 88240 Phone: (37) 393-6161 Fax; (375) 393-0720 District II 811 S. First St., Artesia, NM 88210 Phone: (375) 748-1283 Fax: (375) 748-9720 District III 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (305) 334-6170 District IV 1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (305) 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





1

District I 1625 N. French Dr., Hobbs, NM 882	40	State of	~	FORM	C-102		
Phone: (575) 393-6161 Fax: (575) 3		Energy, Minera	Energy, Minerals & Natural BBBB SOCD Department HOBBBS SOCD				
District II 811 S. First St., Artesia, NM 88210		D	epartment HOBDU		Submit one copy to approp	priate	
Phone: (575) 748-1283 Fax: (575) 7 District III 1000 Rio Brazos Road, Aztec, NM 8		OIL CONSEI	VATION DIVISION 200		District	Office	
Phone: (505) 334-6178 Fax: (505) 3 District IV		1220 Sou	th St. Francis Dr.	_	-		
1220 S. St. Francis Dr., Santa Fe, NN Phone: (505) 476-3460 Fax: (505) 4		Santa	AMENDED REF	ORT			
	WE		ACREAGE DEDICATION				
¹ API Numbe		, ² Pool Code		Pool Name			
30-025- 4 5	5477	98180	WC-025 G-09 S253309 P ;	Upper W	olfcamp	Kz	
*Property Code		5°Pi	operty Name		⁶ Well Number		
317131		ANTIETA	M 9 FED COM		#714H		
⁷ OGRID No.							
7377	7377 EOG RESOURCES, INC.						
		100	Face I contian		1		

					"Surface Loo	cation					
UL or lot no. A	Section 9	Township 25–S	Range 33–E	Lot Idn —	Feet from the 1052'	North/South line NORTH	Feet from the 657'	East/West line EAST	County LEA		
	¹¹ Bottom Hole Location If Different From Surface										
UL or lot no.	Section	Township	Range	Lot Idu	Feet from the	North/South line	Feet from the	East/West line	County		
Н	16	25-S	33-E		2530'	NORTH	853'	EAST	LEA		
12Dedicated Acres	¹³ Joint or I	nfill ¹⁴ Co	nsolidation Code	: ¹⁵ Order	No.			· · · · · ·			
240.00											

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



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Page 39 of 215

District 1 1625 N. French Dr., H Phone: (575) 393-616 District II 811 S. First St., Artesi Phone: (575) 748-128 District III 1000 Rio Brazos Roac Phone: (505) 334-617 District IV	il Fax: (575) 3 ia, NM 88210 3 Fax: (575) 7 d, Aztec, NM 8	93-0720 48-9720 7410		Energ OIL	Submit o	FORM C-102 Revised August 1, 2011 ne copy to appropriate District Office				
1220 S. St. Francis Dr Phone: (505) 476-346					Santa Fe	St. Francis Dr. e, NM 87505			AMENDED REPORT	
		١	VELL LO	OCATI	ON AND A	CREAGE DEDI	CATION PLA	Т		
	^I API Numbe			² Pool Co			³ Pool Na			
30-02	:5- 45	478	98:	180		WC-025 G-09 S	253309 P; Up	per Wolfcan		
⁴ Property C	Code	_			5Prop	erty Name			⁶ Well Number	
3171#	1			1	ANTIETAM	9 FED COM			#715H	
OGRID I	No.				*Opera	ator Name			⁹ Elevation	
7377				F	EOG RESO	URCES, INC.			3417'	
L					¹⁰ Surfac	e Location				
UL or lot no.	Section	Township	Range	Lot Id	In Feet from	a the North/South lin	e Feet from the	East/West lin	ne County	
A	9	25-S	33-E	-	1052'	NORTH	624'	EAST	LEA	
	•	.	11	Bottom H	Iole Location	If Different From St	urface		· · ·	
UL or lot no.	Section	Township	Range	Lot Ic	in Feet from	n the North/South lin	e Feet from the	East/West li	ne County	
Н	16	25-S	33-E	_	2540	O NORTH	330'	EAST	LEA	
¹² Dedicated Acres 240.00	¹³ Joint or	[nfi]] ¹⁴ C	onsolidation Co	de ¹⁵ 0	rder No.		<u> </u>			

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



	¹⁷ OPERATOR CERTIFICATION I haveby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either sums a working interest or unleased mineral informed in the land including the proposed bettern hale 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 vehantary pooling agreement or a compulsory pooling order heretafure entered by the division.
	Kay Mad <u>dox 7/15/19</u> Signotidie KAY_MADDOX Printed Herro
	E-mail Address 18SURVEYOR 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 to the best of my belief.
	04,600,8018
	Dete of Survey Signature and Story a
	Certificate Number
ιC	ANTIETAM9FEDCOM_715H_REV1.DWG 7/10/2018 11:12:04 AM csmith5

District 1 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 District III 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

WELL LOCATION AND ACREACE DEDICATION PLAT

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

AMENDED REPORT

						LAGE DEDIC						
1	API Number	r		² Pool Code			³ Pool Na	nme				
3002547359			98	8180	W	C025 G09 S25	3309P UPPEF	R WOLFO	CAMP			
⁴ Property C	ode		⁵ Property Name ⁶ Well Number									
317131			ANTIETAM 9 FED COM 754H									
⁷ OGRID N	lo.				⁸ Operator N	Name			9	Elevation		
7377			EOG RESOURCES, INC. 3422'									
¹⁰ Surface Location												
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	t/West line	County		
A	9	25-S	33-E	-	1226'	NORTH	1243'	EAS	T	LEA		
			¹¹ 1	Bottom Ho	le Location If D	Different From Su	rface		•			
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	Eas	t/West line	County		
G	16	25-S 33-E - 2540' NORTH 2577' EAST LEA							LEA			
¹² Dedicated Acres	¹³ Joint or 1	Infill ¹⁴ Co	nsolidation Coc	de ¹⁵ Ord	er No.							
240.00												
Ĺ												

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



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

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

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT ¹API Number ²Pool Code ³Pool Name 3002547382 98180 WC025 G09 S253309P UPPER WOLFCAMP ⁴Property Code ⁵Property Name Well Number ANTIETAM 9 FED COM 755H 317131 ⁸Operator Name ⁷OGRID No. ⁹Elevation 3423 7377 EOG RESOURCES, INC. ¹⁰Surface Location UL or lot no. Township Range Feet from the North/South line Feet from the East/West line County Section Lot Idn 25-S33-E 1193' NORTH 1243' EAST LEA 9 Α ¹¹Bottom Hole Location If Different From Surface UL or lot no. Section Township Lot Idn Feet from the North/South line Feet from the East/West line County Rang 1589' 2540' G 16 25-S 33-E NORTH EAST LEA ²Dedicated Acres ³Joint or Infill ⁴Consolidation Code ⁵Order No. 240.00

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



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District I 1625 N. French Dr., Hobbs, NM 88240	State	State of New Mexico							
Phone: (575) 393-6161 Fax: (575) 393-072 District II	²⁰ Energy, Miner	rals & Natural Resources	Revised August 1, 2011						
811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-972 District III 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-617 District IV 1220 S. St. Francis Dr., Santa Fe, NM 8750 Phone: (505) 476-3460 Fax: (505) 476-3460	OIL CONSE 1220 So 5 Santa	Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. OCD - HOBBS Santa Fe, NM 87505 09/24/2020 RECEIVED							
¹ API Number	WELL LOCATION ANI	D ACREAGE DEDICATION PLAT							
30-025-47360	98180	WC025 G09 S253309P Upper Wolfcan	np						
⁴ Property Code		⁵ Property Name							

31713	31		ANTIETAM 9 FED COM 756H										
⁷ OGRID I	No.		⁸ Operator Name ⁹ Elevation										
7377			EOG RESOURCES, INC. 3423'										
	¹⁰ Surface Location												
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West	ine County				
A	9	25-S	25-S 33-E - 1160' NORTH 1243' EAST										
	•		11	Bottom Ho	le Location If D	Different From Su	rface		•				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West	line County				
H	16	25-S	33-E	-	2540'	NORTH	600'	EAST	LEA				
¹² Dedicated Acres	¹³ Joint or 1	Infill ¹⁴ Co	onsolidation Co	de ¹⁵ Ord	er No.				-				
240.00													

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



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FORM C-102

Revised August 1, 2011

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District Office

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

Phone: (575) 393-6161 Fax: (575) 393-0720

District I 1625 N. French Dr., Hobbs, NM 88240

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

06|23|2020 RECEIVED

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

	¹ API Number ² Pool Code ³ Pool Name												
30-025- 4	17370		96392 DRAPER MILL;BONE SPRING										
⁴ Property C	ode		⁵ Property Name ⁶ Well Number										
317131				AN	NTIETAM 9	9 FED COM			#501H				
⁷ OGRID N	lo.				⁸ Operator	r Name			⁹ Elevation				
7377				EO	G RESOU	RCES, INC.			3430'				
	¹⁰ Surface Location												
UL or lot no.	Section	Township	Range	Lot Idn	Feet from th	e North/South line	Feet from the	East/West lin	e County				
D	9	25–S	33-E	-	718'	NORTH	1163'	WEST	LEA				
			11	Bottom Ho	le Location If	Different From Su	rface						
UL or lot no.	Section	Township	Range	Lot Idn	Feet from th	e North/South line	Feet from the	East/West lin	e County				
E	E 16 25-S 33-E - 2540' NORTH 330' WEST LEA												
¹² Dedicated Acres	² Dedicated Acres ¹³ Joint or Infill ¹⁴ Consolidation Code ¹⁵ Order No.												
240.00													

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

AZ = 306.22° 1038.0' Y=419968.65 5 4 4 4 4 4 4 4 4 4 4 4 4 4	X=774014.41 Y=419975.33 4	3	¹⁷ OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and comp to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land inclu 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
330'	9 718' 9 SURFACE LOCATION NEW MEXICO EAST NAD 1983 X=773868	10	working interest, or to a voluntary pooling agreement or a compulsory pooling order herelofore entered by the division.
1163'	146' X=/73868 Y=419257 LAT.: N 32.1503854 LONG.: W 103.5819853		Lisa Trascher 11/6/19 Signature Date
	UPPER MOST PERF.		Lisa Trascher
HZ SPACING UNIT	NEW MEXICO EAST NAD 1983 X=773031 Y=419870 LAT.: N 32.1520874		Printed Name lisa_trascher@eogresources.cor E-mail Address
330' X=772734.34	LONG.: W 103.5846771	10	¹⁸ SURVEYOR CERTIFICATION I hereby certify that the well location shown on th plat was plotted from field notes of actual survey
Y=414689.12 8			made by me or under my supervision, and that to same is true to the best of my belief.
17	16 LOWER MOST PERF./ BOTTOM HOLE LOCATION NEW MEXICO EAST NAD 1983	15	Date of Survey Signature and Sed of Professional Surveyor,
330'	X=773081 Y=412151 LAT.: N 32.1308680 LONG.: W 103.5846900		24508
X=772751.31 Y=412049.33	X=774064.97 Y=412055.49		Certificate Number

District I 1625 N. French Dr., Hobbs, NM 88240	State of	State of New Mexico							
Phone: (575) 393-6161 Fax: (575) 393-0720 District II	Energy, Minera	als & Natural Resources	Revised August 1, 2011						
811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720	07	Department							
District III 1000 Rio Brazos Road, Aztec, NM 87410	OIL CONSEI	District Office							
District IV 1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3460	1220 Sou Santa	District Office							
	WELL LOCATION AND	ACREAGE DEDICATION PLAT							
¹ API Number	² Pool Code	³ Pool Name							
30-025- 47371	96392	DRAPER MILL;BONE SPRING							
⁴ Property Code 317131	⁵ ዋ፣ ለ እርጥፒሮጥ ለ	⁶ Well Number #509H							

51/151					#302H							
⁷ ogrid m 7377	Ňo.		⁸ Operator Name EOG RESOURCES, INC. 3431'									
	¹⁰ Surface Location											
UL or lot no.		Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	ĩ			
D	9	25-S 33-E - 720' NORTH 1196' WEST					WEST	LEA				
			11	Bottom Ho	le Location If D	Different From Su	rface					
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	e County			
E	16	25–S	33-E	-	2540'	NORTH	990'	WEST	LEA			
¹² Dedicated Acres	¹³ Joint or I	nfill ¹⁴ Co	onsolidation Co	de ¹⁵ Ord	er No.							
240.00												

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

16 X=772700.35 Y=419968.65 5 <i>990'</i>	AZ = 341.23° 653.5' 100' 4 324'	x=774014.41 x=419975.33 720'	UPPER MOS NEW MEXIC NAD 19 X=7736 Y=4198 LAT.: N 32.1 LONG.: W 103	O EAST 183 4 191 9 174 520840		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.
	12 SPACING UNIT	151	SURFACE LO NEW MEXIC NAD 19 X=7739 Y=4197 LAT.: N 32. LONG.: W 103	CO EAST 983 901 255 1503792 —		Lisa Trascher 11/6/19 Signature Date Lisa Trascher Printed Name lisa_trascher@eogresources.com E-mail Address
330' X=772734.34 Y=414689.12 17	47	330'		9		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 to the best of my belief.
990' X=772751.31 Y=412049.33	.01922	<i>324'</i> X=774064.97 Y=412055.49	LOWER MOS BOTTOM HOLE NEW MEXI NAD 1 X=773 Y=412 LAT.: N 32. LONG.: W 103	ST PERF./ E LOCATION CO EAST 983 741 154 1308639		08/28/2019 Date of Survey Signature and Seal of Peofession Refressor MEA 24508 Certificate Number OVAL

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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	Energy, Minera D OIL CONSEF 1220 Sou	of New Mexico als & Natural Resources Department RVATION DIVISION 1th St. Francis Dr. OCD - HOBBS Fe, NM 87505 10/09/2020 RECEIVED	FORM C-102 Revised August 1, 2011 Submit one copy to appropriate District Office						
WELL LOCATION AND ACREAGE DEDICATION PLAT									
¹ API Number 30-025- 47786	² Pool Code 96392	³ Pool Name Draper Mill; Bone	Spring						

⁴ Property C 317131	Code				⁶ Well Number #502Y					
⁷ ogrid M 7377					⁹ Elevation 3430'					
¹⁰ Surface Location										
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West l	ine County	
D	9	25–S	33-E	-	715'	NORTH	1130'	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	
E	16	25–S	33-Е	-	2540'	NORTH	990'	WEST	LEA	
¹² Dedicated Acres 240.00	¹³ Joint or I	Infill ¹⁴ Co	nsolidation Coc	le ¹⁵ Ord	er No.					

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

8 715' UPPER MOST PERF. NEW MEXICO EAST NAD 1983 X=773691 Y=419874 LAT: N 32.1520840 LONG: W 103.5825446 9 10 Ideating interact with an output of such a working interact of a voluntary points agreement or points order of such a working interact with an output of such a working interact with an output of such an output of such a working interact with an output of such an output of such a working interact of a voluntary points agreement or points order of such a working interact of a voluntary points agreement or points order of such a working interact of a voluntary points agreement or points order of such a working interaction. 1130' 114' 1130' 114' Star L Harrell 00 SURFACE LOCATION NEW MEXICO EAST NAD 1983 X=773835 Y=419259 LAT: N 32.1503915 LONG: W 103.5820918 Star L Harrell@eogresourd E-mail Address 330' 330' 330' 18 x=772734.34 330' 10	
SURFACE LOCATION NEW MEXICO EAST NAD 1983 X=773835 Y=419259 LAT.: N 32.1503915 LONG.: W 103.5820918 X=772734.34	
LAI.: N 32.1503915 LONG.: W 103.5820918 330' x=772734.34	es.com
Y=414689.12 8 made by me or under my supervision, a	own on this al surveys
17 17 17 16 15 15 15 15 15 15 15 15 15 15	
990' Y=412154 LAT.: N 32.1308639 LONG.: W 103.5825580 X=772751.31 100' Y=412056.49 Y=412056.49	

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Page 46 of 215

District I 1625 N. French Dr., Hobbs, NM 88240	State of New Mexico	FORM C-102
Phone: (575) 393-6161 Fax: (575) 393-0720 District II	Energy, Minerals & Natural Resources	Revised August 1, 2011
811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720	Department	Submit one copy to appropriate
District III 1000 Rio Brazos Road, Aztec, NM 87410	OIL CONSERVATION DIVISION 1220 South St. Francis Dr. 0CD-1200	BS District Office
Phone: (505) 334-6178 Fax: (505) 334-6170 District IV	1220 South St. Francis Dr.	0
1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462	Santa Fe, NM 87505	EV AMENDED REPORT
	RECU	

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number ² Pool Code						³ Pool Name				
30-025- 4	7372		963	92		DRAPER MILL;BONE SPRING				
⁴ Property C	ode	⁵ Property Name						6	Well Number	
317131		ANTIETAM 9 FED COM #503					#503H			
⁷ OGRID No. ⁸ Operator Name						or Name			⁹ Elevation	
7377		EOG RESOURCES, INC. 3430						3430'		
¹⁰ Surface Location										
UL or lot no.	Section	Township	Range	Lot Idn	Feet from t	he North/South line	Feet from the	East/West line	County	
D	9	25–S	33-Е	-	722'	NORTH	1229'	WEST	LEA	
¹¹ Bottom Hole Location If Different From Surface										
UL or lot no.	Section	Township	Range	Lot Idn	Feet from t	the North/South line	Feet from the	East/West line	County	
F	16	25–S	33-Е	-	2540'	NORTH	1650'	WEST	LEA	
¹² Dedicated Acres 240.00	¹³ Joint or 1	Infill ¹⁴ Co	nsolidation Cod	le ¹⁵ Ord	er No.					

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

$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	X=775325.26 Y=419982.00 4 UPPER MOST PERF. NEW MEXICO EAST 9	3 10	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.
750.5' 1336 1229' 85' 1229' 1229' 85' 1229' 1220' 85'	NAD 1983 X=774351 Y=419877 LAT.: N 32.1520806 LONG.: W 103.5804121 SURFACE LOCATION NEW MEXICO EAST NAD 1983 X=773934 Y=419253 LAT. N 22 4507220		Lisa Trascher 11/6/19 Signature Date Lisa Trascher Printed Name lisa_trascher@eogresources.com E-mail Address
8 9 17 16	LAT.: N 32.1503730 LONG.: W 103.5817728 330' X=775359.72 Y=414701.77 9 LOWER MOST PERF./ BOTTOM HOLE LOCATION	10 15	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 to the best of my belief. 08/28/2019
336' - 1650' X=774064.97 Y=412055.49 100'	NEW MEXICO EAST NAD 1983 X=774401 Y=412157 LAT.: N 32.1308598 LONG.: W 103.5804259 X=775378.63 Y=412061.65		Date of Survey Signature and Search Professional Survey ME 24508 Certificate Number

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District I 1625 N. French Dr., Hobbs, NM 88240	State of New Mexico	FORM C-102
Phone: (575) 393-6161 Fax: (575) 393-0720 District II	Energy, Minerals & Natural Resources	Revised August 1, 2011
811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720		Submit one copy to appropriate
District III 1000 Rio Brazos Road, Aztec, NM 87410	OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505 06/23/2020 RECEIVED	District Office
Phone: (505) 334-6178 Fax: (505) 334-6170 District IV	1220 South St. Francis Dr. OCV 23/2020	
1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462	Santa Fe, NM 87505	AMENDED REPORT
Filone. (303) 470-3400 Fax. (303) 470-3402	RECT	
	WELL LOCATION AND A CREACE DEDICATION DI AT	

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number ² Pool Code ³ Pool Name										
30-025- 47373 96392						RAPER MILL;BO	NE SPRING			
⁴ Property Code ⁵ Property Name ⁶ Well Numbe									⁶ Well Number	
317131	V131ANTIETAM 9 FED COM#504H							#504H		
⁷ OGRID No. ⁸ Operator Name ⁹ Eleva							⁹ Elevation			
7377	7377EOG RESOURCES, INC.3433'							3433'		
¹⁰ Surface Location										
UL or lot no.	Section	Township	Range	Lot Idn	Feet from th	e North/South line	Feet from the	East/West li	ne County	
C	9	25-S	33-Е	-	787'	NORTH	2204'	WEST	LEA	
¹¹ Bottom Hole Location If Different From Surface										
UL or lot no.	Section	Township	Range	Lot Idn	Feet from th	e North/South line	Feet from the	East/West li	ne County	
F	16	25–S	33-Е	-	2540'	NORTH	2310'	WEST	LEA	
¹² Dedicated Acres	¹³ Joint or	Infill ¹⁴ Co	nsolidation Cod	le ¹⁵ Ord	er No.	• •			•	
240.00										

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



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Page 48 of 215

FORM	C-102
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Revised August 1, 2011

Submit one copy to appropriate

District Office

 811 S. First St., Artesia, NM 88210

 Phone: (575) 748-1283

 District III

 1000 Rio Brazos Road, Aztec, NM 87410

 Phone: (505) 334-6178

 District IV

 1220 S. St. Francis Dr., Santa Fe, NM 87505

 Phone: (505) 476-3460

1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720

District I

District II

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

State of New Mexico

Santa Fe, NM 87505

06/23/2020 RECEIVED

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number ² Pool Code ³ Pool Name											
30-025	30-025- 47374 96392 DRAPER MILL;BONE SPRING										
⁴ Property C	ode	⁵ Property Name ⁶ Well Number									
317131			ANTIETAM 9 FED COM #505H						#505H		
⁷ OGRID N	⁷ OGRID No. ⁸ Operator Name ⁹ Elevation							⁹ Elevation			
7377		EOG RESOURCES, INC. 3433'						3433'			
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		
C	9	25–S	33-E	-	789'	NORTH	2237'	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		
G	16	25–S	33-E	-	2540'	NORTH	2309'	EAST	LEA		
¹² Dedicated Acres	¹³ Joint or 1	nfill ¹⁴ Co	nsolidation Cod	e ¹⁵ Orde	er No.	•					
240.00											

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



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Section Township

Section Township

25-S

25-S

9

16

³Joint or Infill

Range

Range

33-E

33-E

⁴Consolidation Code

Lot Idn

Lot Idn

⁵Order No.

UL or lot no.

UL or lot no.

Β

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¹²Dedicated Acres

240.00

Page 49 of 215

County

County

LEA

LEA

East/West line

East/West line

EAST

EAST

District I 1625 N. French Dr., Hobbs, NM 8824	State c	of New Mexico		FORM C-102
Phone: (575) 393-6161 Fax: (575) 39 District II		als & Natural Resour	ces	Revised August 1, 2011
811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 74	D	epartment	S	Submit one copy to appropriate
District III 1000 Rio Brazos Road, Aztec, NM 87	OIL CONSEP	RVATION DIVISIO	N TOBBS	District Office
Phone: (505) 334-6178 Fax: (505) 33 <u>District IV</u> 1220 S. St. Francis Dr., Santa Fe, NM Phone: (505) 476-3460 Fax: (505) 47	-6170 1220 Sou 87505 Santa	th St. Francis Dr. Fe, NM 87505	N OCD-HOBBS 06/23/2020 TIORECEIVED	AMENDED REPORT
¹ API Number	² Pool Code	ACKEAGE DEDICA	³ Pool Name	
30-025- 47481	96392	DRAPER MILL;BONE		
⁴ Property Code	5Pr	roperty Name		⁶ Well Number
317131	ANTIETA	M 9 FED COM		#507H
⁷ OGRID No.	⁸ Oj	perator Name		⁹ Elevation
7377	EOG RES	SOURCES, INC.		3425'

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

¹⁰Surface Location Feet from the

¹¹Bottom Hole Location If Different From Surface

Feet from the

150'

2540'

North/South line

North/South line

NORTH

NORTH

Feet from the

Feet from the

1446'

990'

	X=776640.94 Y=419988.81 <i>199'</i> <i>325'</i> 4	X=777955.95 3 Y=419995.62	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
8 9 SURFACE LOCATION NEW MEXICO EAST NAD 1927 X=735325 Y=419780 LAT.: N 32.1518076 LONG.: W 103.5729620 NAD 1983 X=776510 Y=419838 LAT.: N 32.1519320 LONG.: W 103.5734358	150' 132' 990' 1446' <u>AZ = 63.45°</u> 459.1'	10 UPPER MOST PERF. NEW MEXICO EAST NAD 1927 X=735781 Y=419832 LAT.: N 32.1519427 LONG.: W 103.5714873 NAD 1983 X=776966 Y=419890 LAT.: N 32.1520670 LONG.: W 103.5719610	location pursuant to a contract with an outer of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. Lisa Trascher 11/6/19 Signature Date Lisa Trascher Printed Name lisa_trascher@eogresources.com E-moil Address
8 9 17 16	330' 330' 324' X=776692.30 Y=412067.81 700' 990'	330' 330' 10 Y=777989.06 10 Y=414714.57 15 LOWER MOST PERF./ BOTTOM HOLE LOCATION NEW MEXICO EAST NAD 1927 X=738830 Y=412111 LAT.: N 32.1307185 LONG:: W 103.5715055 NAD 1983 X=7778005.96 Y=412169 LAT.: N 32.1308430 LONG:: W 103.5719779	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 to the best of my belief. 08/28/2019 Date of Survey Signature and Scales Professional Surveyor ME 24508 Contained on the set of the

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District I 1625 N. French Dr., Hobbs, NM 88240	State of New Mexico	FORM C-102
Phone: (575) 393-6161 Fax: (575) 393-0720 District II	Energy, Minerals & Natural Resources	Revised August 1, 2011
811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720		Submit one copy to appropriate
District III 1000 Rio Brazos Road, Aztec, NM 87410	OIL CONSERVATION DIVISION	District Office
Phone: (505) 334-6178 Fax: (505) 334-6170 District IV	1220 South St. Francis Dr. OC	D - HOBBS ubmit one copy to appropriate District Office 6 23 2020 AMENDED REPORT
1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462	Santa Fe, NM 87505	AMENDED REPORT
1 none. (505) 470-5400 1 ax. (505) 470-5402	1	SEC-
	WELL LOCATION AND ACREAGE DEDICATION	PLAT

1	API Number	r		² Pool Code			³ Pool Na	ame	
30-025-	47482		96392 DRAPER MILL;BONE SPRING						
⁴ Property C	ode				⁵ Property N	Name			⁶ Well Number
317131				AN	NTIETAM 9	FED COM			#508H
⁷ OGRID N	⁷ OGRID No. ⁸ Operator Name ⁹ Elevation					⁹ Elevation			
7377			EOG RESOURCES, INC. 3426'				3426'		
					¹⁰ Surface L	ocation			
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West lin	e County
В	9	25-S	33-Е	-	150'	NORTH	1413'	EAST	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 lin	e County
Н	16	25-S	33-Е	-	2540'	NORTH	330'	EAST	LEA
¹² Dedicated Acres	¹³ Joint or	Infill ¹⁴ Co	solidation Cod	le ¹⁵ Orde	er No.	· · · · ·			•
240.00									
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



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LEA COUNTY, NM KEITH MANES, COUNTY CLERK 000017521 Book2126 Page 656 1 of 12 12/18/2017 01:26 PM BY KELLI WILLIAMS

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

EOG Resources Inc Antietam 9 Federal Com Wells #701-703H Vertical Extent: Wolfcamp <u>Township: 25 South, Range: 33 East, NMPM</u> Section 9 : W2W2 Section 16: 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 **April 19, 2017**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

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

COMMISSIONER OF PUBLIC LANDS of the State of New Mexico Determination - Approval - Certification

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering the W2W2 of Section 9, and W2NW of Section 16, T. 25 S., R. 33 E., NMPM, as to all producible hydrocarbons from the Wolfcamp formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Carlsbad Field Office pursuant to Item 9 of the approved Communitization Agreement.

C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: 12/13/2017

and A. Layler

Cody R. Layton Assistant Field Manager Lands and Minerals

Effective: April 19, 2017

Contract No.: Com. Agr. NMNM137576

LEA COUNTY, NH KEITH HANES, COUNTY CLERK 000017521 Book2126 Page 656 3 of 12 12/18/2017 01:26 PH BY KELLI HILLIAMS

NM State Land Office Oil, Gas, & Minerals Division

STATE/FEDERAL OR STATE/FEDERAL/FEE

Revised Feb. 2013

ONLINE Version COMMUNITIZATION AGREEMENT

Contract No. NM 137576

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

WITNESSETH:

WHEREAS, the Act of February 25, 1920, 41 Stat. 437, as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a federal oil and gas lease, or any portions thereof, with other lands, whether or not owned by the United States, when separate tracts under such federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area, and such communitization or pooling is determined to be in the public interest; and,

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and land subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of the agreement;

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 parties hereto as follows:

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

Subdivisions W2W2 Section 9 and W2NW Section 16, T25S, R33E, N.M.P.M., Lea Co. New Mexico

Containing 240.00 acres, more or less, and this agreement shall include only the Wolfcamp

Formation underlying said lands and the oil, natural gas, and associated liquid hydrocarbons

(hereinafter referred to as "communitized substances") producible from such formation

ONLINE version February 2013 State Fed/fee

- 2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
- 5. 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 leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

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- 8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, 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 such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is_ April 19, 2017 and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of 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.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.
- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United

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States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.

- 13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 14. 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 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.
- 15. Nondiscrimination: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written and have set opposite their respective names the date of execution.

Operator:	Lessees of Record:	(m
EOG Resources, Inc.	EOG Resources, Inc.	
By: SAS	By:	
Name of person: Ezra A acob Type of authority: Vide President & General Manager	Name of person: Ezra Yacob Type of authority: Vice President & General Manager	on on
	R & R Royalty Ltd., a Texas limited partners	hip
Operating Rights Owner	By: Magnum O&G, Inc. General Partner of Royalty, Ltd.	R&R Royalty
Mickey Resources, LLC	By: and the contraction	
By: Carlon Carl	Name of person: Avinash C. Ahuja Type of authority: President	
Name of person: Avinash C. Ahuja Type of authority: President 6V=1*(=====	Energen Resources Corporation	
	Ву:	
	Name of person: David W. Bolton Type of authority: Vice-President, Land	101
	IS 15 15 11 S- 1.5 L	
		4

States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.

- 13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 14. 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 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.
- 15. Nondiscrimination: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written and have set opposite their respective names the date of execution.

Operator:		Lessees of Record:	
EOG Resource	s, Inc.	EOG Resources, Inc.	
By:		By:	
Name of person: Type of authority:	Ezra Yacob Vice President & General Manager	Name of person: Ezra Yacob Type of authority: Vice President	& General Manager
		R & R Royalty Ltd., a Texas	limited partnership
Operating Right	ts Owner	By: Magnum O&G, Inc. Ger Royalty, Ltd.	eral Partner of R&R Royalty
Mickey Resour	rces, LLC	D	
Bv:		By: Name of person: Avinash C. Ahu Type of authority: President	ija
Name of person: Type of authority:	Avinash C. Ahuja President		
		Energen Resources Corpora	lion
		By: Name of person: David W. Bolto	<u> </u>
		Type of authority: Vice-President,	Land
		se di	11 S- 25 LISZ 4

Page 57 of 215

ONLINE version February 2013

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LEA COUNTY, NM KEITH MANES, COUNTY CLERK 000017521 Book2126 Page 656 8 of 12 12/18/2017 01:26 PM BY KELLI WILLIAMS

Acknowledgment in a Representative Capacity

State of Texas)
County of Midland) \$ \$ 1
This instrument was acknowledged before me on	May 11, 2017

By Ezra Yacob, as Vice President and General Manager on behalf of EOG Resources, Inc., a Delaware corporation.

My Commission Expires	(Seal)	CARY ANN VAN DEGNA
	1512	Notary ID # 125126923 My Commission Expires
November 24 2020	Very/	November 24, 2020

Signature of Notarial Officer

My commission expires: 11/24 1020

State of Texas

County of Nueces) \$51

10 4 4 2 GPF This instrument was acknowledged before me on DATE

By Avinash Ahuja, as President of Mickey Resources, LLC.

(Stal) KATHRYN S MOLPUS Notary ID # 5156332	Signature of Notarial Officer
My Commission Expires April 29, 2020	My commission expires:
State of Texas)	
County of Nueces) \$\$1
This instrument was acknowledged before me on	

By Avinash Ahuja, as President of Magnum O&G, Inc., General Partner of R & R Royalty Ltd., on behalf of such limited partnership.



11+2 Signature of Notarial Officer

My commission expires:

5

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LEA COUNTY, NH KEITH MANES, COUNTY CLERK 000017521 Book2126 Page 656 9 of 12 12/18/2017 01:26 PM BY KELLI HILLIAMS

State of Alabama)
County of Jefferson) \$\$)
This instrument was acknowledged before me on	7 12 Jacor
	DATE

By David W. Bolton, as Vice-President, Land on behalf of Energen Resources Corporation.

(Seal)

		Denne T. Peulen
NOTARY	JEREMIAH TODD PENLEY My Commission Expires	Signature of Notarial Officer
PUBLIC	December 20, 2018	My commission expires: $\frac{1}{1} \frac{1}{2} \frac{1}{$

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ONLINE version February 2013

State Fed Fee

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Exhibit A

To Communitization Agreement dated April 19, 2017 embracing the W2W2 Section 9 and the W2NW Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico



ONLENE version February 2013 State Fed Fee

Exhibit B

To Communitization Agreement dated April 19, 2017 embracing the W2W2 Section 9 and the W2NW Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

Operator of Communitized Area: EOG Resources, Inc.

TRACT NO 1	
Lease Serial No .:	NMNM 118726
Lease Date:	September 1, 2007
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	R & R Royalty Ltd.
Present Lessee:	EOG Resources, Inc
	R & R Royalty Ltd
Description of Lands Committed:	Insofar and only insofar as said lease covers W2W2 section 16 T25S,
	R33E, N.M.P.M. Lea County, New Mexico
Number of Acres:	160
Royalty Rate:	12.5%
Name and Percent WI Owners:	EOG Resources. Inc
	Mickey Resources, LLC
Name and Percent ORRI Owners:	Avinash C. Ahuja, Trustee of the Ahuja Children 2012
	Long Term Trust
	Unified Assets, Ltd

** Subject to the terms and conditions in that certain Lease Acquisition and Development Agreement dated May 20, 2014 by and between Roadrunner Oil & Gas LLC and Mickey Resources, LLC.

TRACT NO 2

Lease Serial No.:	V0-4422-2
Lease Date:	August 1, 1994
Lease Term:	5 Years
Lessor:	State of New Mexico, acting y and through its Commissioner of Public Lands
Original Lessee:	PG&E Resources Company
Present Lessee:	Energen Resources Corporation
Description of Lands Committed:	Insofar and only insofar as said lease covers W2NW section 9 T25S,
Number of Acres:	R33E, N.M.P.M. Lea County, New Mexico 80
Royalty Rate:	1/6
Name and Percent WI Owners:	EOG Resources, Inc
Name and Percent ORRI Owners:	Pioneer Natural Resources USA, Inc
	Energen Resources Corporation
	Magnum Hunter Production, Inc

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LEA COUNTY, NM KEITH MANES, COUNTY CLERK 000017521 Book2126 Page 656 12 of 12 12/18/2017 01:26 PM BY KELLI HILLIAMS

RECAPITULATION

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	160.00	66.666667%
Tract No.2	80.00	33.333333%
Total	240.00	100.000000%

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3160-9 - COMMUNITIZATION

Model Form of a Federal Communitization Agreement Contract No. <u>NMNM</u> 139983

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

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 cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

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 parties hereto as follows:

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

Township 25 South, Range 33 East, N.M.P.M. Section 9: W/2E/2 Section 16: W/2NE/4 Lea County, New Mexico

Containing 240.00 acres, being further described on Exhibit A attached hereto, and this agreement shall include only the **Wolfcamp** Formation(s) underlying said lands and the oil, natural gas, and associated liquid hydrocarbons, hereinafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit B, designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized areas.

LEA COUNTY, NM KEITH MANES, COUNTY CLERK 000050406 Book2159 Page 480 1 of 14 12/03/2019 10:07 AM BY MANDY MARTINEZ

- 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area, and four executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas regulations.
- 5. 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 leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement. All proceeds, 8/8ths, attributed to unleased Federal, State or fee land included within the CA area are to be placed in an interest earning escrow or trust account by the designated operator until the land is leased or ownership is established.
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any non-communitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined production allocated to such a lease plus any noncommunitized production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

Antietam 9 Fed Com #708H

LEA COUNTY, NM KEITH MANES, COUNTY CLERK 000050406 Book2159 Page 480 2 of 14 12/03/2019 10:07 AM BY MANDY MARTINEZ

- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, 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 such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is **January 1**, **2018** and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representatives, and shall remain in force and effect for a period of two years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interest of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and to assure that no avoidable loss of hydrocarbons occurs in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
- 13. 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.
- 14. 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 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.

LEA COUNTY, NM KEITH MANES, COUNTY CLERK 000050406 Book2159 Page 480 3 of 14 12/03/2019 10:07 AM BY MANDY MARTINEZ 15. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

Operator

	EOG RESOURCES, INC,	6B
By: Its: Date:	Wendy Dalton Agent and Attorney in Fact Deptember 21, 2018	

LESSEES OF RECORD:

EOG RESOURCES, INC.

By: Wendy Dalton

Its: Agent and Attorney in Fact Date: <u>Suptember 21, 2018</u>

R&R ROYALTY LTD., A TEXAS LIMITED PARTNERSHIP

By: MAGNUM O&G, INC. GENERAL PARTNER OF R&R ROYALTY, LTD.

By:	
Its:	
Date:	

ENERGEN RESOURCES CORPORATION

3v.	
ts:	
te:	

OPERATING RIGHTS OWNER

MICKEY RESOURCES, LLC

sy:	
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e:	

LEA COUNTY, NM KEITH MANES, COUNTY CLERK 000050406 Book2159 Page 480 4 of 14 12/03/2019 10:07 AM BY MANDY MARTINEZ

Antietam 9 Fed Com #708H

15. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

Operator

EOG RESOURCES, INC.

By: Wendy Dalton

Its: Agent and Attorney in Fact

LESSEES OF RECORD:

Date:

EOG RESOURCES, INC.

By: Wendy Dalton

Its:

Date:

R&R ROYALTY LTD., A TEXAS LIMITED PARTNERSHIP

By: MAGNUM O&G, INC. GENERAL PARTNER OF R&R ROYALTY, LTD.

GNN By: Its: AVINASH C. AHUJA 3-19-2010 Date: President of Magnum O&G, Inc.

General Partner of R&R Royalty, LTD.

ENERGEN RESOURCES CORPORATION

Agent and Attorney in Fact

OPERATING RIGHTS OWNER

MICKEY RESOURCES, LLC

TNO By: PRESIDENT AHUTA Its: AVINASH 3-19-2019 Date:

Antietam 9 Fed Com #708H

LEA COUNTY, NM KEITH MANES, COUNTY CLERK 000050406 Book2159 Page 480 5 of 14 12/03/2019 10:07 AM BY MANDY MARTINEZ

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15. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

Operator

EOG RESOURCES, INC.

By: Wendy Dalton

Its: Agent and Attorney in Fact

Date:

LESSEES OF RECORD:

EOG RESOURCES, INC.

R&R ROYALTY LTD., A TEXAS LIMITED PARTNERSHIP

By: MAGNUM O&G, INC. GENERAL PARTNER OF R&R ROYALTY, LTD.

	_
By:	_
Its:	_
Date:	

By:	Wendy Dalton
Its:	Agent and Attorney in Fact
Date:	

Tom F. Hawkins	
Tom F. Hawkins	vem
1 offi 1 . Hawking	DLL
Executive Vice President – Land	

OPERATING RIGHTS OWNER

MICKEY RESOURCES, LLC

LEA COUNTY, NM KEITH MANES, COUNTY CLERK 000050406 Book2159 Page 480 6 of 14 12/03/2019 10:07 AM BY MANDY MARTINEZ

Antietam 9 Fed Com #708H

12/03/2019 10:07 AM

MANDY MARTINEZ

ACKNOWLEDGMENT

STATE OF TEXAS § SCOUNTY OF MIDLAND §

This instrument was acknowledged before me on this <u>21</u>th day of <u>September</u>, 2018, by Wendy Dalton, as its Agent and Attorney in Fact of **EOG Resources, Inc.**, a Delaware corporation, on behalf of said corporation.

CARY ANN VAN DEGNA My commission exp Notary ID # 125126923 My Commission Expires Notary Public for the State of Texas November 24, 2020 STATE OF _____ § COUNTY OF S This instrument was acknowledged before me on this _____ day of _____, 2018, by _____, as _____ of R&R Royalty Ltd., on behalf of such limited partnership of Magnum O&G, Inc., General Partner My commission expires: Notary Public for the State of Texas STATE OF _____ 99 COUNTY OF This instrument was acknowledged before me on this _____ day of _____ , 2018, , as ______ of Mickey Resources, LLC, a by company, on behalf of said company. My commission expires: Notary Public for the State of LEA COUNTY, NM KEITH MANES, COUNTY CLERK 000050406 Antietam 9 Fed Com #708H Book2159 Page 480 Page 5 of 6 7 of 14

ACKNOWLEDGMENT

STATE OF TEXAS § 50 COUNTY OF MIDLAND

This instrument was acknowledged before me on this _____ day of _ 2018, by Wendy Dalton, as its Agent and Attorney in Fact of EOG Resources, Inc., a Delaware corporation, on behalf of said corporation.

My commission expires:

Notary Public for the State of Texas

STATE OF TEXAS § 50 COUNTY OF NUECES

This instrument was acknowledged before me on this 1970 day of MARCH , 2018, 7 by AVINASH C. AHUTA, as PRESIDENT of Magnum O&G, Inc., General Partner of R&R Royalty Ltd., on behalf of such limited partnership

My commission expires: -29-2020



Notary Public for the State of Texas

STATE OF TEXAS § § COUNTY OF NUECES § This instrument was acknowledged before me on this 1974 day of MARCH ___, 2018,9 AVINASH C. AHWJA, as PRESIDENT of Mickey Resources, LLC, a MITED LIABILITY company, on behalf of said company. Notary Public for the State of TEXAS My commission expires: KATHRYN S MOLPUS 4-29-2020 Notary ID # 5156332 Mý Commission Expires April 29, 2020

Antietam 9 Fed Com #708H

Page 5 of 6

LEA COUNTY, NM KEITH MANES, COUNTY CLERK 000050406 480 Book2159 Page 8 of 14 12/03/2019 10:07 AM MANDY MARTINEZ

STATE OF TEXAS § SCOUNTY OF MIDLAND §

This instrument was acknowledged before me on this 12^M day of <u>April</u>, 2019, by **Tom F. Hawkins**, as **Executive Vice President – Land** of **Energen Resources Corporation**, an Alabama Corporation, on behalf of said corporation.

My commission expires:

9-11-2022

Notary Public for the State of

MELANIE HAYS Notary Public, State of Texas Comm Expires 09-11-2022 Notary ID 131718621

LEA COUNTY, NM KEITH MANES, COUNTY CLERK 000050406 Book2159 Page 480 9 of 14 12/03/2019 10:07 AM BY MANDY MARTINEZ

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Exhibit A

Plat of communitized area dated January 1, 2018 covering W/2E/2 of Section 9 and W/2NE/4 of Section 16, Township 25 South, Range 33 East, N.M.P.M, Lea County, New Mexico, EOG Resources, Inc. Operator



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Communitized Area

Tract 1: NMNM-118726

Tract 2: St NM VO-4422-2

Surface Hole Location #708H: 220' FNL & 1965' FEL Section 9-T25S-R33E Bottom Hole Location #708H: 2410' FNL & 2577' FEL Section 16-T25S-R33E

> LEA COUNTY, NM KEITH MANES, COUNTY CLERK 000050406 Book2159 Page 480 10 of 14 12/03/2019 10:07 AM BY MANDY MARTINEZ

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Exhibit B

Attached to and made part of the Communitization Agreement dated January 1, 2018 covering W/2W/2 of Section 9 and W/2NE/4 of Section 16, Township 25 South, Range 33 East, N.M.P.M, Lea County, New Mexico, EOG Resources, Inc. Operator

Tract No.:	1
Serial No. of Lease:	NMNM-118726
Lessor:	Bureau of Land Management
Lessee of Record:	EOG Resources, Inc. – 99% R&R Royalty Ltd – 1%
Date of Lease:	September 1, 2007
Description of Lands Committed:	<u>Township 25 South, Range 33 East, NMPM</u> Section 9: W2E2 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rate:	12.5%
Name and Percent of WI Owners:	EOG Resources, Inc. – 99%
	Mickey Resources, LLC – 1%
Name and Percent of ORRI	
Owners:	Avinash C. Ahuja, Trustee of the Ahuja Children 2012 Long Term Trust – 2.5% BPO/6.25% APO**
	Unified Assets, Ltd – 2.5% BPO/6.25% APO**

**Subject to the terms and conditions in that certain Lease Acquisition and Development Agreement dated May 20, 2014 by and between Roadrunner Oil and Gas LLC and Mickey Resources, LLC.

Tract No.:	2
Serial No. of Lease:	VO-4422-2
Lessor:	State of New Mexico
Original Lessee:	PG&E Resources Company
Present Lessee:	Energen Resources Corporation
Date of Lease:	August 1, 1994
Description of Lands Committed:	Township 25 South, Range 33 East, NMPM Section 16: W2NE
Number of Acres:	Lea County, New Mexico
	80.00
Royalty Rate:	1/6
Name and Percent WI Owners:	EOG Resources, Inc. – 100%
Name and Percent ORRI Owners:	Pioneer Natural Resources USA, Inc. – 2.5%
	Energen Resources Corporation – 2.5%
	Magnum Hunter Production, Inc. – 3.3333%

Antietam 9 Fed Com #708H

Exhibit B Page 1 of 2 1

LEA COUNTY, NM KEITH MANES, COUNTY CLERK 000050406 Book2159 Page 480 11 of 14 12/03/2019 10:07 AM BY MANDY MARTINEZ

Exhibit B

Attached to and made part of the Communitization Agreement dated January 1, 2018 covering W/2E/2 of Section 9 and W/2NE/4 of Section 16, Township 25 South, Range 33 East, N.M.P.M, Lea County, New Mexico, EOG Resources, Inc. Operator

RECAPITULATION

Tract Number	Number of Acres Committed	Percentage of Interest in the Communitized Area
1	160	66.666667%
2	80	33.333333%
Total	240	100.00%

Antietam 9 Fed Com #708H

Exhibit B Page 1 of 2

Determination - Approval - Certification

Pursuant to the authority nested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering W2E2 of sec. 9 and W2NE of sec. 16, T. 25 S., R. 33 E., NMPM, as to all producible hydrocarbons from the Wolfcamp formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Carlsbad Field Office pursuant to Item 9 of the approved Communitization Agreement.

C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

. . .

Approved:

NOV 1 3 2019

James Gover Supervisory Geologist Branch of Reservoir Management Division of Minerals

Effective: January 1, 2018

Contract No: Com. Agr. NMNM 139983

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Please return recorded document:

EOG Resources, Inc. Attention: Cary VanDegna 5509 Champions Drive Midland, TX 79706

RECORDER'S MEMORANDUM

At the time of recording, this instrument was found to be partially illegible. All blackouts, creases, streaks and whiteouts were present at recording.

LEA COUNTY, NM KEITH MANES, COUNTY CLERK 000050406 Book2159 Page 480 14 of 14 12/03/2019 10:07 AM BY MANDY MARTINEZ

3160-9 - COMMUNITIZATION

Model Form of a Federal Communitization Agreement Contract No. <u>NMNM</u> 139983

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

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 cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

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 parties hereto as follows:

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

Township 25 South, Range 33 East, N.M.P.M. Section 9: W/2E/2 Section 16: W/2NE/4 Lea County, New Mexico

Containing 240.00 acres, being further described on Exhibit A attached hereto, and this agreement shall include only the **Wolfcamp** Formation(s) underlying said lands and the oil, natural gas, and associated liquid hydrocarbons, hereinafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit B, designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized areas.

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- 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area, and four executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas regulations.
- 5. 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 leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement. All proceeds, 8/8ths, attributed to unleased Federal, State or fee land included within the CA area are to be placed in an interest earning escrow or trust account by the designated operator until the land is leased or ownership is established.
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any non-communitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined production allocated to such a lease plus any noncommunitized production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

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- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, 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 such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is **January 1**, **2018** and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representatives, and shall remain in force and effect for a period of two years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interest of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and to assure that no avoidable loss of hydrocarbons occurs in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
- 13. 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.
- 14. 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 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.

LEA COUNTY, NM KEITH MANES, COUNTY CLERK 000050406 Book2159 Page 480 3 of 14 12/03/2019 10:07 AM BY MANDY MARTINEZ 15. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

Operator

	EOG RESOURCES, INC,	6B
By: Its: Date:	Wendy Dalton Agent and Attorney in Fact September 21, 2018	

LESSEES OF RECORD:

EOG RESOURCES, INC.

By: Wendy Dalton

Its: Agent and Attorney in Fact Date: Scotember 21, 2013

R&R ROYALTY LTD., A TEXAS LIMITED PARTNERSHIP

By: MAGNUM O&G, INC. GENERAL PARTNER OF R&R ROYALTY, LTD.

By:	
Its:	
Date:	

ENERGEN RESOURCES CORPORATION

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to:		
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te:		

OPERATING RIGHTS OWNER

MICKEY RESOURCES, LLC

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CO	
e:	

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15. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

Operator

EOG RESOURCES, INC.

By: Wendy Dalton

Its: Agent and Attorney in Fact

LESSEES OF RECORD:

Date:

EOG RESOURCES, INC.

By: Wendy Dalton

Its:

Date:

R&R ROYALTY LTD., A TEXAS LIMITED PARTNERSHIP

By: MAGNUM O&G, INC. GENERAL PARTNER OF R&R ROYALTY, LTD.

GNN By: Its: AVINASH C. AHUJA 3-19-2010 Date: President of Magnum O&G, Inc.

General Partner of R&R Royalty, LTD.

ENERGEN RESOURCES CORPORATION

Agent and Attorney in Fact

OPERATING RIGHTS OWNER

MICKEY RESOURCES, LLC

TNO By: PRESIDENT AHUTA Its: AVINASH 3-19-2019 Date:

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LEA COUNTY, NM KEITH MANES, COUNTY CLERK 000050406 Book2159 Page 480 5 of 14 12/03/2019 10:07 AM BY MANDY MARTINEZ 15. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

Operator

EOG RESOURCES, INC.

By: Wendy Dalton

Its: Agent and Attorney in Fact

Date:

LESSEES OF RECORD:

EOG RESOURCES, INC.

R&R ROYALTY LTD., A TEXAS LIMITED PARTNERSHIP

By: MAGNUM O&G, INC. GENERAL PARTNER OF R&R ROYALTY, LTD.

	_
By:	_
Its:	
Date:	

By:	Wendy Dalton
Dy.	
Its:	Agent and Attorney in Fact
Date:	

ENERGEN RESOURCES CORPORATION	
Jon F Handeria	vem
Tom F. Hawkins	nzi
Executive Vice President - Land	

OPERATING RIGHTS OWNER

MICKEY RESOURCES, LLC

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ACKNOWLEDGMENT

STATE OF TEXAS § 500 COUNTY OF MIDLAND

This instrument was acknowledged before me on this 21° day of <u>September</u>, 2018, by Wendy Dalton, as its Agent and Attorney in Fact of EOG Resources, Inc., a Delaware corporation, on behalf of said corporation.

CARY ANN VAN DEGNA My commission exp Notary ID # 125126923 My Commission Expires Notary Public for the State of Texas November 24, 2020 STATE OF _____ § COUNTY OF S This instrument was acknowledged before me on this _____ day of _____, 2018, by _____, as _____ of R&R Royalty Ltd., on behalf of such limited partnership of Magnum O&G, Inc., General Partner My commission expires: Notary Public for the State of Texas STATE OF _____ § § COUNTY OF This instrument was acknowledged before me on this _____ day of _____ , 2018, , as ______ of Mickey Resources, LLC, a by company, on behalf of said company. My commission expires: Notary Public for the State of LEA COUNTY, NM KEITH MANES, COUNTY CLERK 000050406 Antietam 9 Fed Com #708H Book2159 Page 480 7 of 14

12/03/2019 10:07 AM

MANDY MARTINEZ

ACKNOWLEDGMENT

STATE OF TEXAS § 50 COUNTY OF MIDLAND

This instrument was acknowledged before me on this _____ day of _ 2018, by Wendy Dalton, as its Agent and Attorney in Fact of EOG Resources, Inc., a Delaware corporation, on behalf of said corporation.

My commission expires:

Notary Public for the State of Texas

STATE OF TEXAS § 50 COUNTY OF NUECES

This instrument was acknowledged before me on this <u>1977</u> day of <u>MARCI</u> , 2018, 7 by AVINASH C. AHUTA, as PRESIDENT of Magnum O&G, Inc., General Partner of R&R Royalty Ltd., on behalf of such limited partnership

My commission expires: -29-2020



Notary Public for the State of Texas

STATE OF TEXAS § § COUNTY OF NUECES § This instrument was acknowledged before me on this 1974 day of MARCH ___, 2018,9 AVINASH C. AHWJA, as PRESIDENT of Mickey Resources, LLC, a MITED LIABILITY company, on behalf of said company. Notary Public for the State of TEXAS My commission expires: KATHRYN S MOLPUS 4-29-2020 Notary ID # 5156332 My Commission Expires April 29, 2020

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LEA COUNTY, NM KEITH MANES, COUNTY CLERK 000050406 480 Book2159 Page 8 of 14 12/03/2019 10:07 AM MANDY MARTINEZ

STATE OF TEXAS § SCOUNTY OF MIDLAND §

This instrument was acknowledged before me on this 12^M day of <u>April</u>, 2019, by **Tom F. Hawkins**, as **Executive Vice President – Land** of **Energen Resources Corporation**, an Alabama Corporation, on behalf of said corporation.

My commission expires:

9-11-2022

Notary Public for the State of

MELANIE HAYS Notary Public, State of Texas Comm Expires 09-11-2022 Notary ID 131718621

LEA COUNTY, NM KEITH MANES, COUNTY CLERK 000050406 Book2159 Page 480 9 of 14 12/03/2019 10:07 AM BY MANDY MARTINEZ

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Exhibit A

Plat of communitized area dated January 1, 2018 covering W/2E/2 of Section 9 and W/2NE/4 of Section 16, Township 25 South, Range 33 East, N.M.P.M, Lea County, New Mexico, EOG Resources, Inc. Operator





Communitized Area

Tract 1: NMNM-118726

Tract 2: St NM VO-4422-2

Surface Hole Location #708H: 220' FNL & 1965' FEL Section 9-T25S-R33E Bottom Hole Location #708H: 2410' FNL & 2577' FEL Section 16-T25S-R33E

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Exhibit B

Attached to and made part of the Communitization Agreement dated January 1, 2018 covering W/2W/2 of Section 9 and W/2NE/4 of Section 16, Township 25 South, Range 33 East, N.M.P.M, Lea County, New Mexico, EOG Resources, Inc. Operator

Tract No.:	1
Serial No. of Lease:	NMNM-118726
Lessor:	Bureau of Land Management
Lessee of Record:	EOG Resources, Inc. – 99% R&R Royalty Ltd – 1%
Date of Lease:	September 1, 2007
Description of Lands Committed:	<u>Township 25 South, Range 33 East, NMPM</u> Section 9: W2E2 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rate:	12.5%
Name and Percent of WI Owners:	EOG Resources, Inc. – 99%
	Mickey Resources, LLC – 1%
Name and Percent of ORRI	
Owners:	Avinash C. Ahuja, Trustee of the Ahuja Children 2012 Long Term Trust – 2.5% BPO/6.25% APO**
	Unified Assets, Ltd – 2.5% BPO/6.25% APO**

**Subject to the terms and conditions in that certain Lease Acquisition and Development Agreement dated May 20, 2014 by and between Roadrunner Oil and Gas LLC and Mickey Resources, LLC.

Tract No.:	2
Serial No. of Lease:	VO-4422-2
Lessor:	State of New Mexico
Original Lessee:	PG&E Resources Company
Present Lessee:	Energen Resources Corporation
Date of Lease:	August 1, 1994
Description of Lands Committed:	Township 25 South, Range 33 East, NMPM Section 16: W2NE Lea County, New Mexico
Number of Acres:	80.00
Royalty Rate:	1/6
Name and Percent WI Owners:	EOG Resources, Inc. – 100%
Name and Percent ORRI Owners:	Pioneer Natural Resources USA, Inc. – 2.5%
	Energen Resources Corporation – 2.5%
	Magnum Hunter Production, Inc. – 3.3333%

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Exhibit B Page 1 of 2 1

LEA COUNTY, NM KEITH MANES, COUNTY CLERK 000050406 Book2159 Page 480 11 of 14 12/03/2019 10:07 AM BY MANDY MARTINEZ

Exhibit B

Attached to and made part of the Communitization Agreement dated January 1, 2018 covering W/2E/2 of Section 9 and W/2NE/4 of Section 16, Township 25 South, Range 33 East, N.M.P.M, Lea County, New Mexico, EOG Resources, Inc. Operator

RECAPITULATION

Tract Number	Number of Acres Committed	Percentage of Interest in the Communitized Area
1	160	66.666667%
2	80	33.333333%
Total	240	100.00%

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Exhibit B Page 1 of 2

Determination - Approval - Certification

Pursuant to the authority nested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering W2E2 of sec. 9 and W2NE of sec. 16, T. 25 S., R. 33 E., NMPM, as to all producible hydrocarbons from the Wolfcamp formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Carlsbad Field Office pursuant to Item 9 of the approved Communitization Agreement.

C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

. . .

Approved:

NOV 1 3 2019

James Glover Supervisory Geologist Branch of Reservoir Management Division of Minerals

Effective: January 1, 2018

Contract No: Com. Agr. NMNM 139983

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RECORDER'S MEMORANDUM

At the time of recording, this instrument was found to be partially illegible. All blackouts, creases, streaks and white-outs were present at recording.

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Please return recorded document:

EOG Resources, Inc. Attention: Cary VanDegna 5509 Champions Drive

Midland, TX 79706

STATE/FEDERAL OR STATE/FEDERAL/FEE Revised Feb, 2013

ONLINE Version COMMUNITIZATION AGREEMENT

Contract No.

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

WITNESSETH:

WHEREAS, the Act of February 25, 1920, 41 Stat. 437, as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a federal oil and gas lease, or any portions thereof, with other lands, whether or not owned by the United States, when separate tracts under such federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area, and such communitization or pooling is determined to be in the public interest; and,

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and land subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of the agreement;

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 parties hereto as follows:

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

Subdivisions E/2E/2 Section 9 and E/2NE/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

Containing 240.00 acres, more or less, and this agreement shall include only the Wolfcamp

Formation underlying said lands and the oil, natural gas, and associated liquid hydrocarbons

(hereinafter referred to as "communitized substances") producible from such formation

- 2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
- 5. 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 leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

- 8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, 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 such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is May 31, 2019 and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of 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.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.
- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United

ONLINE version February 2013

States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.

- 13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 14. 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 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.
- 15. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written and have set opposite their respective names the date of execution.

Operator	EOG Resources, Inc.	Lesse	of Record:	EOG Resources, Inc.	<u>.</u>
By:	Wendy Dalta	400	Lease #:	USA NMNM-118726	
	Wendy Dalton Printed name of person		By:		_ RCD
	Agent and Attorney-In-Fact			Wendy Dalton	
	Type of authority			Printed name of person	
				Agent and Attorney-In-Fact	

Type of authority

Acknowledgments are on following page.

ONLINE version February 2013 State/Fed/Fee

Acknowledgment in a Representative Capacity

State of Texas)
County of Midland) s s)
This instrument was acknowledged before me on	_2/12/2020 DATE

By Wendy Dalton, as Agent and Attorney-In-Fact on behalf of EOG Resources, Inc., a Delaware corporation on behalf of said corporation.

(Seal)

KIMBERLY M SMITH Notary ID #129820041 My Commission Expires May 21, 2022

Kimber 1 Signature of Notarial Officer

My commission expires: May 21, 2022

ONLINE version February 2013 State/Fed/Fee

Lessee of Record:	R & R Royalty LTD., A Texas Limited Partnership By: Magnum O&G, Inc. General Partner of R&R Royalty, LTD.	
Lease #:	USA NMNM-118726	
Ву:	· .	
	Printed name of person	
	Type of authority	
, <u>,</u>	Acknowledgment in a Rep	presentative Capacity
) s s)	
	s acknowledged before me on	
,	DA	TE , .
Ву	, as	on behalf of
	- <u>.</u>	a
on behalf of said co	rporation.	х х
	,	
(Seal)	, , , , , , , , , , , , , , , , , , ,	Signature of Notarial Officer
		My commission expires:
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ONLINE version February 2013

State/Fed/Fee

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Lessee of Record:	Energen Resources Corpor	tion	
Lease #:	ST NM V0-4422-2	r	
Ву:			
	Printed name of person	е	
÷	Type of authority		
	Acknowledgm	nt in a Representat	ive Capacity
State of)		
) \$\$)		
This instrument was	acknowledged before me o	DATE	
By Corporation, a	, as	or on l	behalf of Energen Resources behalf of said corporation.
(Seal)			gnature of Notarial Officer
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State/Fed/Fee

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Received by OCD: 11/26/2020 120005064AM

Exhibit A

To Communitization Agreement dated May 31, 2019, embracing the E/2E/2 Section 9 and E/2NE/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico



State/Fed/Fee

2

Exhibit B

To Communitization Agreement dated May 31, 2019, embracing the E/2E/2 Section 9 and E/2NE/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

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Operator of Communitized Area: EOG Resources, Inc.

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TRACT NO 1	,
Lease Serial No.:	USA NMNM-118726
Lease Date:	September 1, 2007
Lease Term:	10 years
Lessor:	United States Department of the Interior Bureau of Land Management
Original Lessee:	R&R Royalty, Ltd.
Present Lessee:	EOG Resources, Inc.
Description of Lands Committed:	Insofar and only insofar as said lease covers All of Section 9, T25S-
	R33E, N.M.P.M. Lea County, New Mexico
Number of Acres:	160
Royalty Rate:	12.5%
Name and Percent WI Owners:	EOG Resources, Inc
	Mickey Resources, LLC
Name and Percent ORRI Owners:	n/a
TRACT NO 2	
Lease Serial No :	ST NM V0 4422 2

Lease Serial No.:	ST NM V0-4422-2
Lease Date:	August 1, 1994
Lease Term:	5 Years
Lessor:	State of New Mexico
Original Lessee:	PG&E Resources Company
Present Lessee:	Energen Resources Corporation
Description of Lands Committed:	Insofar and only insofar as said lease covers All of Section 16, T25S-
	R33E, N.M.P.M. Lea County, New Mexico
Number of Acres:	80
Royalty Rate:	3/16 th
Name and Percent WI Owners:	EOG Resources, Inc
Name and Percent ORRI Owners:	Energen Resources Corporation
	Magnum Hunter Production, Inc 3.33%

RECAPITULATION

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Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	160.00	66.66666667%
Tract No.2	80:00	33.33333333%
∋Total	240.00	100.000000%

ONLINE version February 2013 State/Fed/Fee

Federal Communitization Agreement

Contract No.

THIS AGREEMENT entered into as of the **1st** day of **August**, **2020**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

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 cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

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 parties hereto as follows:

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

Township 25 South, Range 33 East, Lea County New Mexico Section 9: W/2W/2 Section 16: W/2NW/4

Containing <u>240.00 acres</u>, more or less, and this agreement shall include only the <u>Bone</u> <u>Spring</u> Formation underlying said lands and the oil, natural gas, and associated liquid hydrocarbons

(hereinafter referred to as "communitized substances") producible from such formation.

- 2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. The Operator of the communitized area shall be **EOG Resources, Inc., 5509 Champions Drive, Midland, TX 79706**. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. 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 there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, 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 such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is August 1, 2020, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the

grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
- 13. 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.
- 14. 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 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.
- 15. <u>Nondiscrimination</u>. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

Operator/Working Interest Owner

By: <u>Wendy Dalton as Agent & Attorney-In-Fact</u> Operator/Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF <u>TEXAS</u>)) ss. COUNTY OF <u>MIDLAND</u>)

On this _____ day of _____, 20___, before me, a Notary Public for the State of Texas, personally appeared Wendy Dalton, known to me to be the Agent & Attorney-In-Fact of EOG Resources, Inc., a Delaware corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

I, the undersigned, hereby certify, on behalf of EOG Resources, Inc., Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

OPERATOR/WORKING INTEREST OWNER/RECORD TITLE OWNER

EOG Resources, Inc.

By: ______ Name: Wendy Dalton Title: Agent & Attorney-In-Fact

ACKNOWLEDGEMENT

STATE OF <u>TEXAS</u>)) ss. COUNTY OF MIDLAND)

On this _____ day of ______, 20____, before me, a Notary Public for the State of Texas, personally appeared, Wendy Dalton, known to me to be the Agent & Attorney-In-Fact of EOG Resources, Inc., a Delaware corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

RECORD TITLE OWNER

R & R Royalty LTD., A Texas Limited Partnership By: Magnum O&G, Inc. General Partner of R&R Royalty, LTD.

By:	 		
Name:			
Title:			

ACKNOWLEDGEMENT

STATE OF_____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20___, before me, a Notary Public for the State of ______, personally appeared ______, known to me to be the ______ of <u>R & R Royalty LTD</u>, a ______ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

RECORD TITLE OWNER

Energen Resources Corporation

By:	 		
Name:			
Title:			

ACKNOWLEDGEMENT

STATE OF_____)) ss.

COUNTY OF _____)

On this _____ day of _____, 20___, before me, a Notary Public for the State of ______, personally appeared ______, known to me to be the ______ of <u>Energen Resources Corporation</u>, a ______ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

WORKING INTEREST OWNER

Mickey Resources, LLC

		By:	
Date		Name:	
		Title:	
	ACK	NOWLEDGEMENT	
	,		
STATE OF)	<u>`</u>	
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	、 、	) ss.	
COUNTY OF	)		

On this _____ day of ______, 20___, before me, a Notary Public for the State of ______, personally appeared ______, known to me to be the ______ of <u>Mickey Resources, LLC</u>, a ______ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public
### WORKING INTEREST OWNER

Unified Assets, Ltd.

	By:	
Date	Name:	
	Title:	
	ACKNOWLEDGEMENT	

STATE OF_____) ) ss. COUNTY OF _____)

On this _____ day of _____, 20___, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the of Unified Assets, Ltd., _____ a _____ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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#### SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING INTEREST

#### COMMUNITIZATION AGREEMENT: ___

I, the undersigned, hereby certify, on behalf of EOG Resources, Inc., the Operator under the captioned Communitization Agreement, that all working interest owners shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the true and correct owners of the leases committed to the Communitization Agreement, and the consents of the requisite working interest owners have been obtained.

I, further certify that the Communitization Agreement follows the standard form except for Sections 1 and 10.

NAME: ______ (signature of officer)

Printed: <u>Wendy Dalton</u>

TITLE: <u>Agent & Attorney-In-Fact</u>

Phone number: (432) 686-3600

# Exhibit A

To Communitization Agreement dated August 1, 2020 embracing the W/2W/2 Section 9 and W/2NW/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico



### Exhibit B

To Communitization Agreement dated August 1, 2020 embracing the W/2W/2 Section 9 and W/2NW/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

## **Operator of Communitized Area: EOG Resources, Inc.**

TRACT NO 1			
Lease Serial No.:	USA NMNM-118726		
Lease Date:	September 1, 2007		
Lease Term:	10 years		
Lessor:	United States Department of the Interior Bureau of Land		
	Management		
Original Lessee:	R&R Royalty, Ltd.		
Present Lessee:	EOG Resources, Inc.		
Description of Lands Committed:	Insofar and only insofar as said lease covers W/2W/2 of		
	Section 9, T25S-R33E, N.M.P.M. Lea County, New Mexico		
Number of Acres:	160		
Royalty Rate:	12.5%		
Name and Percent WI Owners:	EOG Resources, Inc		
	Mickey Resources, LLC0.500000%**		
	Unified Assets, Ltd0.500000%**		
Name and Percent ORRI Owners:	Avinash C. Ahuja, Trustee of the Ahuja Children		
	2012 Long Term Trust2.5% BPO/6.5% APO**		
	Unified Assets, Ltd2.5%BPO/6.5%APO**		

**Subject to the terms and conditions in that certain Lease Acquisition and Development Agreement dated May 20, 2014 by and between Roadrunner Oil & Gas LLC and Mickey Resources, LLC.

### TRACT NO 2

ST NM V0-4422-2		
August 1, 1994		
5 Years		
State of New Mexico		
PG&E Resources Company		
Energen Resources Corporation		
Insofar and only insofar as said lease covers W/2NW/4 of		
Section 16, T25S-R33E, N.M.P.M. Lea County, New Mexico		
80		
1/6 th		
EOG Resources, Inc		
Energen Resources Corporation2.50%		
Pioneer Natural Resources USA, Inc2.50%		
Magnum Hunter Production, Inc 3.33%		

# **<u>RECAPITULATION</u>**

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	160.00	66.66666667%
Tract No.2	80.00	33.33333333%
Total	240.00	100.000000%

# Federal Communitization Agreement

Contract No.

THIS AGREEMENT entered into as of the **1st** day of **August**, **2020**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

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 cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

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 parties hereto as follows:

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

# Township 25 South, Range 33 East, Lea County New Mexico Section 9: E/2W/2 Section 16: E/2NW/4

Containing <u>240.00 acres</u>, more or less, and this agreement shall include only the <u>Bone</u> <u>Spring</u> Formation underlying said lands and the oil, natural gas, and associated liquid hydrocarbons

(hereinafter referred to as "communitized substances") producible from such formation.

- 2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. The Operator of the communitized area shall be **EOG Resources, Inc., 5509 Champions Drive, Midland, TX 79706**. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. 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 there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, 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 such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is August 1, 2020, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the

grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
- 13. 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.
- 14. 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 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.
- 15. <u>Nondiscrimination</u>. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

Operator/Working Interest Owner

By: <u>Wendy Dalton as Agent & Attorney-In-Fact</u> Operator/Attorney-in-Fact

# ACKNOWLEDGEMENT

STATE OF <u>TEXAS</u>) ) ss. COUNTY OF <u>MIDLAND</u>)

On this _____ day of _____, 20___, before me, a Notary Public for the State of Texas, personally appeared Wendy Dalton, known to me to be the Agent & Attorney-In-Fact of EOG Resources, Inc., a Delaware corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

## WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

I, the undersigned, hereby certify, on behalf of EOG Resources, Inc., Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

# **OPERATOR/WORKING INTEREST OWNER/RECORD TITLE OWNER**

EOG Resources, Inc.

By: ______ Name: Wendy Dalton Title: Agent & Attorney-In-Fact

ACKNOWLEDGEMENT

STATE OF <u>TEXAS</u>) ) ss. COUNTY OF MIDLAND )

On this _____ day of ______, 20____, before me, a Notary Public for the State of Texas, personally appeared, Wendy Dalton, known to me to be the Agent & Attorney-In-Fact of EOG Resources, Inc., a Delaware corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

### **RECORD TITLE OWNER**

R & R Royalty LTD., A Texas Limited Partnership By: Magnum O&G, Inc. General Partner of R&R Royalty, LTD.

By:			
Name:			
Title:			

# ACKNOWLEDGEMENT

STATE OF_____)
() ss.

On this _____ day of _____, 20___, before me, a Notary Public for the State of ______, personally appeared ______, known to me to be the ______ of <u>R & R Royalty LTD</u>, a ______ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

## **RECORD TITLE OWNER**

**Energen Resources Corporation** 

By:			
Name:			
Title:			

ACKNOWLEDGEMENT

STATE OF_____) ) ss.

COUNTY OF _____)

On this _____ day of _____, 20___, before me, a Notary Public for the State of ______, personally appeared ______, known to me to be the ______ of <u>Energen Resources Corporation</u>, a ______ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

### WORKING INTEREST OWNER

Mickey Resources, LLC

Date		By: Name: Title:		
	ACK	NOWLEDGEMEN	Г	
STATE OF	)	) ss.		

On this _____ day of _____, 20___, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the Mickey Resources, LLC, of a _____ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

### WORKING INTEREST OWNER

Unified Assets, Ltd.

Date	By: Name: Title:	
	ACKNOWLEDGEMENT	

STATE OF_____) ) ss. COUNTY OF _____)

On this _____ day of _____, 20___, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the of Unified Assets, Ltd., _____ a _____ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

D

#### SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING INTEREST

#### COMMUNITIZATION AGREEMENT: ___

I, the undersigned, hereby certify, on behalf of EOG Resources, Inc., the Operator under the captioned Communitization Agreement, that all working interest owners shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the true and correct owners of the leases committed to the Communitization Agreement, and the consents of the requisite working interest owners have been obtained.

I, further certify that the Communitization Agreement follows the standard form except for Sections 1 and 10.

NAME: ______ (signature of officer)

Printed: <u>Wendy Dalton</u>

TITLE: <u>Agent & Attorney-In-Fact</u>

Phone number: (432) 686-3600

# Exhibit A

To Communitization Agreement dated August 1, 2020 embracing the E/2W/2 Section 9 and E/2NW/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico



### Exhibit B

To Communitization Agreement dated August 1, 2020 embracing the E/2W/2 Section 9 and E/2NW/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

## **Operator of Communitized Area: EOG Resources, Inc.**

TRACT NO 1			
Lease Serial No.:	USA NMNM-118726		
Lease Date:	September 1, 2007		
Lease Term:	10 years		
Lessor:	United States Department of the Interior Bureau of Land		
	Management		
Original Lessee:	R&R Royalty, Ltd.		
Present Lessee:	EOG Resources, Inc.		
Description of Lands Committed:	Insofar and only insofar as said lease covers E/2W/2 of		
	Section 9, T25S-R33E, N.M.P.M. Lea County, New Mexico		
Number of Acres:	160		
Royalty Rate:	12.5%		
Name and Percent WI Owners:	EOG Resources, Inc		
	Mickey Resources, LLC0.500000%**		
	Unified Assets, Ltd0.500000%**		
Name and Percent ORRI Owners:	Avinash C. Ahuja, Trustee of the Ahuja Children		
	2012 Long Term Trust2.5% BPO/6.5% APO**		
	Unified Assets, Ltd2.5%BPO/6.5%APO**		

**Subject to the terms and conditions in that certain Lease Acquisition and Development Agreement dated May 20, 2014 by and between Roadrunner Oil & Gas LLC and Mickey Resources, LLC.

### TRACT NO 2

ST NM V0-4422-2		
August 1, 1994		
5 Years		
State of New Mexico		
PG&E Resources Company		
Energen Resources Corporation		
Insofar and only insofar as said lease covers E/2NW/4 of		
Section 16, T25S-R33E, N.M.P.M. Lea County, New Mexico		
80		
1/6 th		
EOG Resources, Inc		
Energen Resources Corporation2.50%		
Pioneer Natural Resources USA, Inc2.50%		
Magnum Hunter Production, Inc 3.33%		

# **<u>RECAPITULATION</u>**

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	160.00	66.66666667%
Tract No.2	80.00	33.33333333%
Total	240.00	100.000000%

# Federal Communitization Agreement

Contract No.

THIS AGREEMENT entered into as of the **1st** day of **August**, **2020**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

# WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

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 cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

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 parties hereto as follows:

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

# Township 25 South, Range 33 East, Lea County New Mexico Section 9: W/2E/2 Section 16: W/2NE/4

Containing <u>240.00 acres</u>, more or less, and this agreement shall include only the <u>Bone</u> <u>Spring</u> Formation underlying said lands and the oil, natural gas, and associated liquid hydrocarbons

(hereinafter referred to as "communitized substances") producible from such formation.

- 2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. The Operator of the communitized area shall be **EOG Resources, Inc., 5509 Champions Drive, Midland, TX 79706**. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. 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 there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, 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 such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is August 1, 2020, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the

grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
- 13. 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.
- 14. 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 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.
- 15. <u>Nondiscrimination</u>. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

Operator/Working Interest Owner

By: <u>Wendy Dalton as Agent & Attorney-In-Fact</u> Operator/Attorney-in-Fact

# ACKNOWLEDGEMENT

STATE OF <u>TEXAS</u>) ) ss. COUNTY OF <u>MIDLAND</u>)

On this _____ day of _____, 20___, before me, a Notary Public for the State of Texas, personally appeared Wendy Dalton, known to me to be the Agent & Attorney-In-Fact of EOG Resources, Inc., a Delaware corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

## WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

I, the undersigned, hereby certify, on behalf of EOG Resources, Inc., Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

# **OPERATOR/WORKING INTEREST OWNER/RECORD TITLE OWNER**

EOG Resources, Inc.

By: ______ Name: Wendy Dalton Title: Agent & Attorney-In-Fact

ACKNOWLEDGEMENT

STATE OF <u>TEXAS</u>) ) ss. COUNTY OF MIDLAND)

On this _____ day of ______, 20____, before me, a Notary Public for the State of Texas, personally appeared, Wendy Dalton, known to me to be the Agent & Attorney-In-Fact of EOG Resources, Inc., a Delaware corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

### **RECORD TITLE OWNER**

R & R Royalty LTD., A Texas Limited Partnership By: Magnum O&G, Inc. General Partner of R&R Royalty, LTD.

By:	 	 	
Name:			
Title:			

ACKNOWLEDGEMENT

STATE OF_____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20___, before me, a Notary Public for the State of ______, personally appeared ______, known to me to be the ______ of <u>R & R Royalty LTD</u>, a ______ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

## **RECORD TITLE OWNER**

**Energen Resources Corporation** 

By:	 		
Name:			
Fitle:			

ACKNOWLEDGEMENT

STATE OF_____) ) ss.

COUNTY OF _____)

On this _____ day of _____, 20___, before me, a Notary Public for the State of ______, personally appeared ______, known to me to be the ______ of <u>Energen Resources Corporation</u>, a ______ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

### WORKING INTEREST OWNER

Mickey Resources, LLC

Date		By: Name: Title:	
	ACK	NOWLEDGEMENT	
STATE OF	)	) ss.	

On this _____ day of _____, 20___, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the Mickey Resources, LLC, of a _____ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

### WORKING INTEREST OWNER

Unified Assets, Ltd.

Date	By: Name: Title:	
	ACKNOWLEDGEMENT	

STATE OF_____) ) ss. COUNTY OF _____)

On this _____ day of _____, 20___, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the of Unified Assets, Ltd., _____ a _____ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

D

#### SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING INTEREST

#### COMMUNITIZATION AGREEMENT: ___

I, the undersigned, hereby certify, on behalf of EOG Resources, Inc., the Operator under the captioned Communitization Agreement, that all working interest owners shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the true and correct owners of the leases committed to the Communitization Agreement, and the consents of the requisite working interest owners have been obtained.

I, further certify that the Communitization Agreement follows the standard form except for Sections 1 and 10.

NAME: ______ (signature of officer)

Printed: <u>Wendy Dalton</u>

TITLE: <u>Agent & Attorney-In-Fact</u>

Phone number: (432) 686-3600

# Exhibit A

To Communitization Agreement dated August 1, 2020 embracing the W/2E/2 Section 9 and W/2NE/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico



### Exhibit B

To Communitization Agreement dated August 1, 2020 embracing the W/2E/2 Section 9 and W/2NE/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

## **Operator of Communitized Area: EOG Resources, Inc.**

TRACT NO 1		
Lease Serial No.:	USA NMNM-118726	
Lease Date:	September 1, 2007	
Lease Term:	10 years	
Lessor:	United States Department of the Interior Bureau of Land	
	Management	
Original Lessee:	R&R Royalty, Ltd.	
Present Lessee:	EOG Resources, Inc.	
Description of Lands Committed:	Insofar and only insofar as said lease covers W/2E/2 of	
	Section 9, T25S-R33E, N.M.P.M. Lea County, New Mexico	
Number of Acres:	160	
Royalty Rate:	12.5%	
Name and Percent WI Owners:	EOG Resources, Inc	
	Mickey Resources, LLC0.500000%**	
	Unified Assets, Ltd0.500000%**	
Name and Percent ORRI Owners:	Avinash C. Ahuja, Trustee of the Ahuja Children	
	2012 Long Term Trust2.5% BPO/6.5% APO**	
	Unified Assets, Ltd2.5%BPO/6.5%APO**	

**Subject to the terms and conditions in that certain Lease Acquisition and Development Agreement dated May 20, 2014 by and between Roadrunner Oil & Gas LLC and Mickey Resources, LLC.

#### TRACT NO 2

Lease Serial No.:	ST NM V0-4422-2	
Lease Date:	August 1, 1994	
Lease Term:	5 Years	
Lessor:	State of New Mexico	
Original Lessee:	PG&E Resources Company	
Present Lessee:	Energen Resources Corporation	
Description of Lands Committed:	: Insofar and only insofar as said lease covers W/2NE/4 of	
-	Section 16, T25S-R33E, N.M.P.M. Lea County, New Mexico	
Number of Acres:	80	
Royalty Rate:	1/6 th	
Name and Percent WI Owners:	EOG Resources, Inc	
Name and Percent ORRI Owners:	Energen Resources Corporation2.50%	
	Pioneer Natural Resources USA, Inc2.50%	
	Magnum Hunter Production, Inc 3.33%	
	-	

# **<u>RECAPITULATION</u>**

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	160.00	66.66666667%
Tract No.2	80.00	33.33333333%
Total	240.00	100.000000%

# Federal Communitization Agreement

Contract No.

THIS AGREEMENT entered into as of the **1st** day of **August**, **2020**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

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 cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

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 parties hereto as follows:

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

# Township 25 South, Range 33 East, Lea County New Mexico Section 9: E/2E/2 Section 16: E/2NE/4

Containing <u>240.00 acres</u>, more or less, and this agreement shall include only the <u>Bone</u> <u>Spring</u> Formation underlying said lands and the oil, natural gas, and associated liquid hydrocarbons

(hereinafter referred to as "communitized substances") producible from such formation.

- 2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. The Operator of the communitized area shall be **EOG Resources, Inc., 5509 Champions Drive, Midland, TX 79706**. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. 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 there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, 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 such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is August 1, 2020, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the
grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
- 13. 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.
- 14. 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 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.
- 15. <u>Nondiscrimination</u>. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

Operator/Working Interest Owner

By: <u>Wendy Dalton as Agent & Attorney-In-Fact</u> Operator/Attorney-in-Fact

## ACKNOWLEDGEMENT

STATE OF <u>TEXAS</u>) ) ss. COUNTY OF <u>MIDLAND</u>)

On this _____ day of _____, 20___, before me, a Notary Public for the State of Texas, personally appeared Wendy Dalton, known to me to be the Agent & Attorney-In-Fact of EOG Resources, Inc., a Delaware corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

## WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

I, the undersigned, hereby certify, on behalf of EOG Resources, Inc., Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

## **OPERATOR/WORKING INTEREST OWNER/RECORD TITLE OWNER**

EOG Resources, Inc.

By: ______ Name: Wendy Dalton Title: Agent & Attorney-In-Fact

ACKNOWLEDGEMENT

STATE OF <u>TEXAS</u>) ) ss. COUNTY OF MIDLAND)

On this _____ day of ______, 20____, before me, a Notary Public for the State of Texas, personally appeared, Wendy Dalton, known to me to be the Agent & Attorney-In-Fact of EOG Resources, Inc., a Delaware corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

### **RECORD TITLE OWNER**

R & R Royalty LTD., A Texas Limited Partnership By: Magnum O&G, Inc. General Partner of R&R Royalty, LTD.

By:	 		 
Name:			
Title:			

ACKNOWLEDGEMENT

STATE OF_____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20___, before me, a Notary Public for the State of ______, personally appeared ______, known to me to be the ______ of <u>R & R Royalty LTD</u>, a ______ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

### **RECORD TITLE OWNER**

**Energen Resources Corporation** 

By:	 		
Name:			
Fitle:			

ACKNOWLEDGEMENT

STATE OF_____) ) ss.

COUNTY OF _____)

On this _____ day of _____, 20___, before me, a Notary Public for the State of ______, personally appeared ______, known to me to be the ______ of <u>Energen Resources Corporation</u>, a ______ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

## WORKING INTEREST OWNER

Mickey Resources, LLC

		By:	
Date		Name:	
		Title:	
	ACK	NOWLEDGEMENT	
STATE OF	)		
		) ss.	
COUNTY OF	)		

On this _____ day of _____, 20___, before me, a Notary Public for the State of ______, personally appeared ______, known to me to be the ______ of <u>Mickey Resources, LLC</u>, a ______ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

## WORKING INTEREST OWNER

Unified Assets, Ltd.

Date	By: Name: Title:	
	ACKNOWLEDGEMENT	

STATE OF_____) ) ss. COUNTY OF _____)

On this _____ day of _____, 20___, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the of Unified Assets, Ltd., _____ a _____ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

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#### SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING INTEREST

#### COMMUNITIZATION AGREEMENT: ___

I, the undersigned, hereby certify, on behalf of EOG Resources, Inc., the Operator under the captioned Communitization Agreement, that all working interest owners shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the true and correct owners of the leases committed to the Communitization Agreement, and the consents of the requisite working interest owners have been obtained.

I, further certify that the Communitization Agreement follows the standard form except for Sections 1 and 10.

NAME: ______ (signature of officer)

Printed: <u>Wendy Dalton</u>

TITLE: <u>Agent & Attorney-In-Fact</u>

Phone number: (432) 686-3600

## Exhibit A

To Communitization Agreement dated August 1, 2020 embracing the E/2E/2 Section 9 and E/2NE/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico



## Exhibit B

To Communitization Agreement dated August 1, 2020 embracing the E/2E/2 Section 9 and E/2NE/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

## **Operator of Communitized Area: EOG Resources, Inc.**

TRACT NO 1	
Lease Serial No.:	USA NMNM-118726
Lease Date:	September 1, 2007
Lease Term:	10 years
Lessor:	United States Department of the Interior Bureau of Land
	Management
Original Lessee:	R&R Royalty, Ltd.
Present Lessee:	EOG Resources, Inc.
Description of Lands Committed:	Insofar and only insofar as said lease covers E/2E/2 of Section
	9, T25S-R33E, N.M.P.M. Lea County, New Mexico
Number of Acres:	160
Royalty Rate:	12.5%
Name and Percent WI Owners:	EOG Resources, Inc
	Mickey Resources, LLC0.500000%**
	Unified Assets, Ltd0.500000%**
Name and Percent ORRI Owners:	Avinash C. Ahuja, Trustee of the Ahuja Children
	2012 Long Term Trust2.5% BPO/6.5% APO**
	Unified Assets, Ltd2.5%BPO/6.5%APO**

**Subject to the terms and conditions in that certain Lease Acquisition and Development Agreement dated May 20, 2014 by and between Roadrunner Oil & Gas LLC and Mickey Resources, LLC.

#### TRACT NO 2

Lease Serial No.:	ST NM V0-4422-2
Lease Date:	August 1, 1994
Lease Term:	5 Years
Lessor:	State of New Mexico
Original Lessee:	PG&E Resources Company
Present Lessee:	Energen Resources Corporation
Description of Lands Committed:	Insofar and only insofar as said lease covers E/2NE/4 of
	Section 16, T25S-R33E, N.M.P.M. Lea County, New Mexico
Number of Acres:	80
Royalty Rate:	1/6 th
Name and Percent WI Owners:	EOG Resources, Inc
Name and Percent ORRI Owners:	Energen Resources Corporation2.50%
	Pioneer Natural Resources USA, Inc2.50%
	Magnum Hunter Production, Inc 3.33%

## **<u>RECAPITULATION</u>**

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	160.00	66.66666667%
Tract No.2	80.00	33.33333333%
Total	240.00	100.000000%

NM State Land Office Oil, Gas, & Minerals Division STATE/FEDERAL OR STATE/FEDERAL/FEE Revised Feb. 2013

# ONLINE Version COMMUNITIZATION AGREEMENT

Contract No.

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

#### WITNESSETH:

WHEREAS, the Act of February 25, 1920, 41 Stat. 437, as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a federal oil and gas lease, or any portions thereof, with other lands, whether or not owned by the United States, when separate tracts under such federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area, and such communitization or pooling is determined to be in the public interest; and,

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and land subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of the agreement;

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 parties hereto as follows:

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

Subdivisions W/2W/2 Section 9 and W/2NW/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

Containing 240.00 acres, more or less, and this agreement shall include only the Bone Spring

Formation underlying said lands and the oil, natural gas, and associated liquid hydrocarbons

(hereinafter referred to as "communitized substances") producible from such formation

ONLINE version February 2013

- 2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
- 5. 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 leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

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- 8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, 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 such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is_____ August 1, 2020 and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of 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.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.
- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United

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States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.

- 13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 14. 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 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.
- 15. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year first written and have set opposite their respective names the date of execution.

Operator	EOG Resources, Inc.	Lesse of Record:	EOG Resources, Inc.	_		
By:	Wendy Dalton Printed name of person	Lease #:	USA NMNM-118726	-		
	<u>Wendy Dalton</u> Agent and Attorney-In- Fact	By:	Wendy Dalton	-	(	Formatted Table
	Printed name of personType of authority		Printed name of person			
	Agent and Attorney-In-Fact		Wendy DaltonAgent and Attorney-In-Fact	_	-(	Formatted Table
	Type of authority		Printed name of person ^{Type} of authority Agent and Attorney-In-Fact			
			Type of authority			

Acknowledgments are on following page.

ONLINE version February 2013

Acknowledgment in a Representative Capacity

State of Texas	)
	,

County of Midland_____) ss)

This instrument was acknowledged before me on ____

DATE

By Wendy Dalton, as Agent and Attorney-In-Fact on behalf of EOG Resources, Inc., a Delaware corporation on behalf of said corporation.

(Seal)

Signature of Notarial Officer

My commission expires: _____

ONLINE version February 2013

Lessee of Record:	R & R Royalty LTD., A Texas Limited Partnership By: Magnum O&G, Inc. General Partner of R&R Royalty, LTD.
Lease #	USA NMNM-118726

By: <u>Printed name of person</u> <u>Agent and Attorney-In-Fact</u> <u>Printed name of personType of authority</u>

Type of authority

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#### Acknowledgment in a Representative Capacity

State of	)		
County of	) s s )		
This instrument was a	cknowledged before me on _	DATE	
		on behalf of	
on behalf of said corpo		, a	,
(Seal)		Signature of Notarial Officer	
		My commission expires:	

ONLINE version February 2013 State/Fed/Fee

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Lessee of Record:	Energen Resources Corporation	
	ST NM V0-4422-2	
By:		
	Printed name of person	
	Agent and Attorney-In-Fact Printed name of personType of authority	
	Type of authority	
	Acknowledgment in a Rep	presentative Capacity
State of	)	
County of	) \$\$)	
This instrument was	acknowledged before me on	
	DA	TE
By Corporation, a	, as	on behalf of Energen Resources , on behalf of said corporation.
(Seal)		Signature of Notarial Officer
		My commission expires:
ONLINE version February 2013	n State/Fed/F	lee 7

#### Exhibit A

To Communitization Agreement dated August 1, 2020, embracing the W/2W/2 Section 9 and W/2NW/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico



#### Exhibit B

To Communitization Agreement dated August 1, 2020, embracing the W/2W/2 Section 9 and W/2NW/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

#### **Operator of Communitized Area: EOG Resources, Inc.**

TRACT NO 1				
Lease Serial No.:	USA NMNM-118726			
Lease Date:	September 1, 2007			
Lease Term:	10 years			
Lessor:	United States Department of the Interior Bureau of Land Management			
Original Lessee:	R&R Royalty, Ltd.			
Present Lessee:	EOG Resources, Inc.			
Description of Lands Committed:	Insofar and only insofar as said lease covers All of Section 9, T25S-			
	R33E, N.M.P.M. Lea County, New Mexico			
Number of Acres:	160			
Royalty Rate:	12.5%			
Name and Percent WI Owners:	EOG Resources, Inc			
	Mickey Resources, LLC0.500000%**			
	Unified Assets, Ltd0.500000%**			
Name and Percent ORRI Owners:	Avinash C. Ahuja, Trustee of the Ahuja Children			
	2012 Long Term Trust2.5% BPO/6.5% APO**			
	Unified Assets, Ltd2.5%BPO/6.5%APO**			

**Subject to the terms and conditions in that certain Lease Acquisition and Development Agreement dated May 20, 2014 by and between Roadrunner Oil & Gas LLC and Mickey Resources, LLC.

TRACT NO 2				
Lease Serial No.:	ST NM V0-4422-2			
Lease Date:	August 1, 1994			
Lease Term:	5 Years			
Lessor:	State of New Mexico			
Original Lessee:	PG&E Resources Company			
Present Lessee:	Energen Resources Corporation			
Description of Lands Committed:	Insofar and only insofar as said lease covers All of Section 16, T25S-			
	R33E, N.M.P.M. Lea County, New Mexico			
Number of Acres:	80			
Royalty Rate:	1/6 th			
Name and Percent WI Owners:	EOG Resources, Inc			
Name and Percent ORRI Owners:	Energen Resources Corporation2.50%			
	Pioneer Natural Resources USA, Inc2.50%			
	Magnum Hunter Production, Inc 3.33%			

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### <u>RECAPITULATION</u>

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area	
Tract No.1	160.00	66.66666667%	
Tract No.2 80.00		33.33333333%	
Total	240.00	100.000000%	

ONLINE version February 2013 **0** State/Fed/Fee 1

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NM State Land Office Oil, Gas, & Minerals Division STATE/FEDERAL OR STATE/FEDERAL/FEE Revised Feb. 2013

# ONLINE Version COMMUNITIZATION AGREEMENT

Contract No.

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

#### WITNESSETH:

WHEREAS, the Act of February 25, 1920, 41 Stat. 437, as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a federal oil and gas lease, or any portions thereof, with other lands, whether or not owned by the United States, when separate tracts under such federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area, and such communitization or pooling is determined to be in the public interest; and,

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and land subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of the agreement;

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 parties hereto as follows:

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

Subdivisions E/2W/2 Section 9 and E/2NW/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

Containing 240.00 acres, more or less, and this agreement shall include only the Bone Spring

Formation underlying said lands and the oil, natural gas, and associated liquid hydrocarbons

(hereinafter referred to as "communitized substances") producible from such formation

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- 2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
- 5. 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 leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

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- 8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, 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 such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is_____ August 1, 2020 and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of 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.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.
- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United

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States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.

- 13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 14. 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 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.
- 15. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year first written and have set opposite their respective names the date of execution.

Operator	EOG Resources, Inc.	Lesse of Record:	EOG Resources, Inc.	-	
By:	Wendy Dalton Printed name of person	Lease #:	USA NMNM-118726	-	
	Wendy DaltonAgent and Attorney-In- Fact	By:	Wendy Dalton	-	Formatted Table
	Printed name of personType of authority		Printed name of person	-	
	Agent and Attorney-In-Fact Type of authority		Wendy Dalton         Agent and           Attorney-In-Fact         Printed name of person	-	Formatted Table
			Agent and Attorney-In-Fact Type of authority		

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Acknowledgments are on following page.

ONLINE version February 2013

Acknowledgment in a Representative Capacity

State of Texas	)
	,

County of Midland_____) ss)

This instrument was acknowledged before me on ____

DATE

By Wendy Dalton, as Agent and Attorney-In-Fact on behalf of EOG Resources, Inc., a Delaware corporation on behalf of said corporation.

(Seal)

Signature of Notarial Officer

My commission expires: _____

ONLINE version February 2013

Lessee of Record:	R & R Royalty LTD., A Texas Limited Partnership By: Magnum O&G, Inc. General Partner of R&R Royalty, LTD.
Lease #:	USA NMNM-118726

By: Printed name of person Agent and Attorney-In-Fact Printed name of personType of authority

Type of authority

I

#### Acknowledgment in a Representative Capacity

State of	)		
County of	) s s )		
This instrument was acknown	owledged before me on	DATE	
By	, as	on behalf of	
		, a	_,
on behalf of said corporati	ion.		
(Seal)		Signature of Notarial Officer	
		My commission expires:	

ONLINE version February 2013

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Lesson of Decende	Ensuron Descurses Comparation	
	Energen Resources Corporation	
Lease #:	ST NM V0-4422-2	
By:	Printed name of person	
	Agent and Attorney-In-Fact	
	Printed name of personType of authority	
	Type of authority	
	Acknowledgment in a Rep	presentative Capacity
State of	)	
County of	) s s )	
This instrument was	acknowledged before me on	
	DA	TE
By	, as	on behalf of Energen Resources
Corporation, a		, on benan of said corporation.
(Seal)		Signature of Notarial Officer
		My commission expires:
ONLINE version February 2013	n State/Fed/F	ee 7

#### Exhibit A

To Communitization Agreement dated August 1, 2020, embracing the E/2W/2 Section 9 and E/2NW/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico



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#### Exhibit B

To Communitization Agreement dated August 1, 2020, embracing the E/2W/2 Section 9 and E/2NW/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

#### **Operator of Communitized Area: EOG Resources, Inc.**

TRACT NO 1				
Lease Serial No.:	USA NMNM-118726			
Lease Date:	September 1, 2007			
Lease Term:	10 years			
Lessor:	United States Department of the Interior Bureau of Land Management			
Original Lessee:	R&R Royalty, Ltd.			
Present Lessee:	EOG Resources, Inc.			
Description of Lands Committed:	Insofar and only insofar as said lease covers E/2W/2 of Section 9,			
	T25S-R33E, N.M.P.M. Lea County, New Mexico			
Number of Acres:	160			
Royalty Rate:	12.5%			
Name and Percent WI Owners:	EOG Resources, Inc			
	Mickey Resources, LLC0.500000%**			
	Unified Assets, Ltd0.500000%**			
Name and Percent ORRI Owners:	Avinash C. Ahuja, Trustee of the Ahuja Children			
	2012 Long Term Trust2.5% BPO/6.5% APO**			
	Unified Assets, Ltd2.5%BPO/6.5%APO**			

**Subject to the terms and conditions in that certain Lease Acquisition and Development Agreement dated May 20, 2014 by and between Roadrunner Oil & Gas LLC and Mickey Resources, LLC.

ST NM V0-4422-2		
August 1, 1994		
5 Years		
State of New Mexico		
PG&E Resources Company		
Energen Resources Corporation		
Insofar and only insofar as said lease covers E/2NW/4 of Section 16,		
T25S-R33E, N.M.P.M. Lea County, New Mexico		
80		
1/6 th		
EOG Resources, Inc		
Energen Resources Corporation2.50%		
Pioneer Natural Resources USA, Inc2.50%		
Magnum Hunter Production, Inc 3.33%		

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#### RECAPITULATION

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area		
Tract No.1	160.00	66.66666667%		
Tract No.2 80.00		33.33333333%		
Total	240.00	100.000000%		

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NM State Land Office Oil, Gas, & Minerals Division STATE/FEDERAL OR STATE/FEDERAL/FEE Revised Feb. 2013

# ONLINE Version COMMUNITIZATION AGREEMENT

Contract No. _

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

#### WITNESSETH:

WHEREAS, the Act of February 25, 1920, 41 Stat. 437, as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a federal oil and gas lease, or any portions thereof, with other lands, whether or not owned by the United States, when separate tracts under such federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area, and such communitization or pooling is determined to be in the public interest; and,

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and land subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of the agreement;

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 parties hereto as follows:

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

Subdivisions W/2E/2 Section 9 and W/2NE/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

Containing 240.00 acres, more or less, and this agreement shall include only the Bone Spring

Formation underlying said lands and the oil, natural gas, and associated liquid hydrocarbons

(hereinafter referred to as "communitized substances") producible from such formation

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- 2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
- 5. 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 leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

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- 8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, 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 such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is _____ August 1, 2020 and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of 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.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.
- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United

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States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.

- 13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 14. 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 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.
- 15. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year first written and have set opposite their respective names the date of execution.

Operator	EOG Resources, Inc.	Lesse of Record:	EOG Resources, Inc.	-		
By:	Wendy Dalton Printed name of person	Lease #:	USA NMNM-118726	-		
	Wendy DaltonAgent and Attorney-In- Fact	By:	Wendy Dalton	•	(	Formatted Table
	Printed name of personType of authority Agent and Attorney-In-Fact		Printed name of person Wendy DaltonAgent and Attornev-In-Fact	-	(	Formatted Table
	Type of authority		Printed name of personType of authority	-		
			Agent and Attorney-In-Fact Type of authority			

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Acknowledgments are on following page.

#### Acknowledgment in a Representative Capacity

State of Texas_____)

County of Midland_____) ss)

By Wendy Dalton, as Agent and Attorney-In-Fact on behalf of EOG Resources, Inc., a Delaware corporation on behalf of said corporation.

(Seal)

Signature of Notarial Officer

My commission expires:

ONLINE version February 2013
Lessee of Record:	R & R Royalty LTD., A Texas
	Limited Partnership By: Magnum
	O&G, Inc. General Partner of R&R
	Royalty, LTD.

Lease #: USA NMNM-118726

By: <u>Printed name of person</u> <u>Agent and Attorney-In-Fact</u> <u>Printed name of personType of authority</u>

Type of authority

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#### Acknowledgment in a Representative Capacity

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State of)	
County of) ss)	
This instrument was acknowledged before me on	DATE
By, as	
on behalf of said corporation.	, a
(Seal)	Signature of Notarial Officer
	My commission expires:

ONLINE version February 2013 State/Fed/Fee

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Lessee of Record:	Energen Resources Corporation	
Lease #:	ST NM V0-4422-2	
By:	Printed name of person	
	Agent and Attorney-In-Fact	-
	Printed name of person Type of authority	
	Type of authority	-
	Acknowledgment in a R	epresentative Capacity
State of	)	
County of	<b>)</b> (s (s (s )	
This instrument was	acknowledged before me on	
		DATE
By	, as	on behalf of Energen Resources
Corporation, a		, on benan of said corporation.
(Seal)		Signature of Notarial Officer
		My commission expires:

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## Exhibit A

To Communitization Agreement dated August 1, 2020, embracing the W/2E/2 Section 9 and W/2NE/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico



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### Exhibit B

To Communitization Agreement dated August 1, 2020, embracing the W/2E/2 Section 9 and W/2NE/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

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Original Lessee:	R&R Royalty, Ltd.
Present Lessee:	EOG Resources, Inc.
Description of Lands Committed:	Insofar and only insofar as said lease covers W/2E/2 of Section 9,
	T25S-R33E, N.M.P.M. Lea County, New Mexico
Number of Acres:	160
Royalty Rate:	12.5%
Name and Percent WI Owners:	EOG Resources, Inc
	Mickey Resources, LLC
	Unified Assets, Ltd0.500000%**
Name and Percent ORRI Owners:	Avinash C. Ahuja, Trustee of the Ahuja Children
	2012 Long Term Trust2.5% BPO/6.5% APO**
	Unified Assets, Ltd2.5%BPO/6.5%APO**

**Subject to the terms and conditions in that certain Lease Acquisition and Development Agreement dated May 20, 2014 by and between Roadrunner Oil & Gas LLC and Mickey Resources, LLC.

TRACT NO 2	
Lease Serial No.:	ST NM V0-4422-2
Lease Date:	August 1, 1994
Lease Term:	5 Years
Lessor:	State of New Mexico
Original Lessee:	PG&E Resources Company
Present Lessee:	Energen Resources Corporation
Description of Lands Committed:	Insofar and only insofar as said lease covers W/2NE/4 of Section 16,
	T25S-R33E, N.M.P.M. Lea County, New Mexico
Number of Acres:	80
Royalty Rate:	1/6 th
Name and Percent WI Owners:	EOG Resources, Inc
Name and Percent ORRI Owners:	Energen Resources Corporation2.50%
	Pioneer Natural Resources USA, Inc2.50%
	Magnum Hunter Production, Inc 3.33%

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## RECAPITULATION

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	160.00	66.66666667%
Tract No.2	80.00	33.33333333%
Total	240.00	100.000000%

ONLINE version State/Fed/Fee February 2013

NM State Land Office Oil, Gas, & Minerals Division STATE/FEDERAL OR STATE/FEDERAL/FEE Revised Feb. 2013

# ONLINE Version COMMUNITIZATION AGREEMENT

Contract No. _

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

#### WITNESSETH:

WHEREAS, the Act of February 25, 1920, 41 Stat. 437, as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a federal oil and gas lease, or any portions thereof, with other lands, whether or not owned by the United States, when separate tracts under such federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area, and such communitization or pooling is determined to be in the public interest; and,

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and land subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of the agreement;

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 parties hereto as follows:

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

Subdivisions E/2E/2 Section 9 and E/2NE/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

Containing 240.00 acres, more or less, and this agreement shall include only the Bone Spring

Formation underlying said lands and the oil, natural gas, and associated liquid hydrocarbons

(hereinafter referred to as "communitized substances") producible from such formation

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- 2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
- 5. 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 leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

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- 8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, 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 such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is _____ August 1, 2020 and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of 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.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.
- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United

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States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.

- 13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 14. 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 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.
- 15. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year first written and have set opposite their respective names the date of execution.

Operator	EOG Resources, Inc.	Lesse of Record:	EOG Resources, Inc.	_	
By:	Wendy Dalton Printed name of person	Lease #:	USA NMNM-118726	-	
	Wendy DaltonAgent and Attorney-In-	By:	Wendy Dalton		
	Fact Printed name of personType of authority		Printed name of person		Formatted Table
	Agent and Attorney-In-Fact		<u>Wendy Dalton</u> Agent and Attorney-In-Fact		Formatted Table
	Type of authority		Printed name of personType of authority Agent and Attorney-In-Fact		
			Type of authority		

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Acknowledgments ar	re on following page.
Acknowledgment in	a Representative Capacity
State of Texas)	
County of Midland) ss	)
This instrument was acknowledged before me on	DATE
By Wendy Dalton, as Agent and Attorney-In-Fact on corporation on behalf of said corporation.	behalf of EOG Resources, Inc., a Delaware
(Seal)	Signature of Notarial Officer
	My commission expires:

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Lessee of Record:	R & R Royalty LTD., A Texas Limited Partnership By: Magnum O&G, Inc. General Partner of R&R Royalty, LTD.	
Lease #:	USA NMNM-118726	

By: <u>Printed name of person</u> <u>Agent and Attorney-In-Fact</u> <u>Printed name of personType of authority</u>

Type of authority

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#### Acknowledgment in a Representative Capacity

State of	)		
County of	) s s )		
This instrument was acknow	wledged before me on	DATE	
By	, as	on behalf of	
on behalf of said corporatio		, a	_,
(Seal)		Signature of Notarial Officer My commission expires:	
		wy commission expires.	

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Lessee of Record:	Energen Resources Corporation	
	ST NM V0-4422-2	
By:	Printed name of person	
	Agent and Attorney-In-Fact	
	Printed name of personType of authority	
	Type of authority	
	Acknowledgment in a Rep	presentative Capacity
State of	)	
County of	) s s )	
This instrument was	acknowledged before me on	
	DA	TE
By Corporation, a	, as	on behalf of Energen Resources, on behalf of said corporation.
(Seal)		Signature of Notarial Officer
		My commission expires:
		7
ONLINE version February 2013	n State/Fed/F	ee

### Exhibit A

To Communitization Agreement dated August 1, 2020, embracing the E/2E/2 Section 9 and E/2NE/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico



ONLINE version February 2013 State/Fed/Fee

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Present Lessee:	EOG Resources, Inc.
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	Mickey Resources, LLC0.500000%**
	Unified Assets, Ltd0.500000%**
Name and Percent ORRI Owners:	Avinash C. Ahuja, Trustee of the Ahuja Children
	2012 Long Term Trust2.5% BPO/6.5% APO**
	Unified Assets, Ltd2.5% BPO/6.5% APO**

**Subject to the terms and conditions in that certain Lease Acquisition and Development Agreement dated May 20, 2014 by and between Roadrunner Oil & Gas LLC and Mickey Resources, LLC.

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Original Lessee:	PG&E Resources Company	
Present Lessee:	Energen Resources Corporation	
Description of Lands Committed:	Insofar and only insofar as said lease cov	vers E/2NE/4 of Section 16,
	T25S-R33E, N.M.P.M. Lea County, New	v Mexico
Number of Acres:	80	
Royalty Rate:	1/6 th	
Name and Percent WI Owners:	EOG Resources, Inc.	
Name and Percent ORRI Owners:	Energen Resources Corporation	2.50%
	Pioneer Natural Resources USA, Inc	2.50%
	Magnum Hunter Production, Inc	

ONLINE version February 2013 State/Fed/Fee

## <u>RECAPITULATION</u>

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	160.00	66.66666667%
Tract No.2	80.00	33.33333333%
Total	240.00	100.000000%

ONLINE version February 2013 **0** State/Fed/Fee 1

. Released to Imaging: 1/12/2021 9:03:03 AM

# 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



Released to Imaging: 1/12/2021 9:03:03 AM

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Run Date/Time: 12/24/2020 9:20 AM	(MASS) Serial Register Page		Page 1 Of 2
01 02-25-1920;041STAT0437;30USC18	1	Total Acres:	Serial Number
Case Type318310: O&G COMMUNITZA	ATION AGRMT	240.000	NMNM 137577
Commodity 459: OIL & GAS			
Case Disposition: AUTHORIZED	Case File Juris:		

				S	erial Number: NMN	IM 137577
Name & Address					Int Rel	% Interest
BLM CARLSBAD FO	620 E GREENE ST	CARLSBAD	NM	88220	OFFICE OF RECORD	0.000000000
EOG RESOURCES INC	5509 CHAMPIONS DR	MIDLAND	ТХ	797062843	OPERATOR	100.00000000

					Serial Nur	mber: NMNM 137577
Mer	Twp Rng	Sec SType	Nr Suff Subdivision	District/ Field Office	County	Mgmt Agency
23	0250S 0330E	009 ALIQ	E2W2;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0250S 0330E	016 ALIQ	E2NW;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

## Relinquished/Withdrawn Lands

# Serial Number: NMNM-- - 137577

				Serial Number: NMNM 137577
Act Date	Act Cod	le Action Txt	Action Remarks	Pending Off
04/19/2017	387	CASE ESTABLISHED		
04/19/2017	516	FORMATION	WOLFCAMP	
04/19/2017	525	ACRES-NONFEDERAL	80.00;33.33%	
04/19/2017	526	ACRES-FED INT 100%	160.00;66.67%	
04/19/2017	868	EFFECTIVE DATE	/A/	
07/18/2017	580	PROPOSAL RECEIVED	CA RECD	
08/23/2017	654	AGRMT PRODUCING	NMNM137577,#704H	
11/20/2017	974	AUTOMATED RECORD VERIF	LBO	
12/13/2017	334	AGRMT APPROVED		
12/13/2017	690	AGRMT VALIDATED		

Line Number	Rema	ark Text			Serial Number: NMNM 137577
0001	/A/R	ECAPITULATION EFFEC	CTIVE 04/19/2017		
0002	TR#	LEASE SERIAL NO	AC COMMITTED	% INTEREST	
0003	1	NMNM118726	160.00	66.666667	
0004	2	STATE	80.00	33.333333	
0005		TOTAL	240.00	100.000000	

Run Date/Time: 12/24/2020 9:20 AM

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Run Date/Time: 12/24/2020 9:20 AM	(MASS) Serial Register Page		Page 1 Of 2
01 02-25-1920;041STAT0437;30USC18	1	Total Acres:	Serial Number
Case Type318310: O&G COMMUNITZA	ATION AGRMT	240.000	NMNM 137576
Commodity 459: OIL & GAS			
Case Disposition: AUTHORIZED	Case File Juris:		

				S	erial Number: NMN	IM 137576
Name & Address					Int Rel	% Interest
BLM CARLSBAD FO	620 E GREENE ST	CARLSBAD	NM	88220	OFFICE OF RECORD	0.000000000
EOG RESOURCES INC	5509 CHAMPIONS DR	MIDLAND	тх	797062843	OPERATOR	100.000000000

					Serial Nur	mber: NMNM 137576
Mer	Twp Rng	Sec SType	Nr Suff Subdivision	<b>District/ Field Office</b>	County	Mgmt Agency
23	0250S 0330E	009 ALIQ	W2W2;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0250S 0330E	016 ALIQ	W2NW;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

## Relinquished/Withdrawn Lands

# Serial Number: NMNM-- - 137576

Act Date	Act Co	de Action Txt	Action Remarks	Serial Number: NMNM 137576 Pending Off
04/19/2017	387	CASE ESTABLISHED		
04/19/2017	516	FORMATION	WOLFCAMP	
04/19/2017	525	ACRES-NONFEDERAL	80;33.33%	
04/19/2017	526	ACRES-FED INT 100%	160;66.67%	
04/19/2017	868	EFFECTIVE DATE	/A/	
07/18/2017	580	PROPOSAL RECEIVED	CA RECD	
08/23/2017	654	AGRMT PRODUCING	NMNM137576,703H	
12/13/2017	334	AGRMT APPROVED		
12/13/2017	690	AGRMT VALIDATED		

Line Number	Rema	ark Text				Serial Number: NMNM 137576
0001	/A/	RECAPITULATION	EFFECTIV	E 04/19/2017		
0002	TR#	LEASE SERIAL N	O AC	COMMITTED	% INTEREST	
0003	1	NMNM118726		160.00	66.666667	
0004	2	STATE		80.00	33.333333	
0005			TOTAL	240.00	100.000000	

Run Date/Time: 12/24/2020 9:20 AM

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Run Date/Time: 12/24/2020 9:20 AM	(MASS) Serial Register Page		Page 1 Of 2
01 02-25-1920;041STAT0437;30USC1	81	Total Acres:	Serial Number
Case Type318310: O&G COMMUNITZ	ATION AGRMT	240.000	NMNM 139983
Commodity 459: OIL & GAS			
Case Disposition: AUTHORIZED	Case File Juris:		

Serial Number: NMNM 139					INM 139983
Name & Address				Int Rel	% Interest
EOG RESOURCES INC	PO BOX 2267	MIDLAND	TX 79702	OPERATOR	100.00000000
BLM NMSO	301 DINOSAUR TRL	SANTA FE	NM 87508	01560 OFFICE OF RECORD	0.00000000

						Serial Nur	nber: NMNM 139983
Mer	Twp Rng	Sec SType	Nr Suff	Subdivision	 District/ Field Office	County	Mgmt Agency
23	0250S 0330E	009 ALIQ		W2E2;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0250S 0330E	016 ALIQ		W2NE;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

## Relinquished/Withdrawn Lands

# Serial Number: NMNM-- - 139983

Act Date	Act Co	de Action Txt	Action Remarks	Serial Number: NMNM 139983 Pending Off
01/01/2018	387	CASE ESTABLISHED		
01/01/2018	516	FORMATION	WOLFCAMP;	
01/01/2018	525	ACRES-NONFEDERAL	80.00;33.33%	
01/01/2018	868	EFFECTIVE DATE	/A/	
07/04/2018	654	AGRMT PRODUCING	NMNM139983,708H	
04/18/2019	580	PROPOSAL RECEIVED	CA RECD;	
11/13/2019	334	AGRMT APPROVED		
11/16/2019	690	AGRMT VALIDATED		

Line Number	Rema	ark Text				Serial Number: NMNM 139983
0001						
0002	/A/R	ECAPITULATION	EFFECTIVE	01/01/2018		
0003	TR#	LEASE SERIAL	NO AC	COMMITTED	<pre>% INTEREST</pre>	
0004	1	NMNM 118726		160.00	66.6667	
0005	2	STATE		80.00	33.3333	
0006			TOTAL	240.00	100.0000	

Run Date/Time: 12/24/2020 9:20 AM

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From:	Lisa Trascher
То:	McClure, Dean, EMNRD
Subject:	[EXT] RE: surface commingling application (PLC-720) for the Antietam 9 Fed Com CTB
Date:	Tuesday, January 5, 2021 6:12:14 AM
Attachments:	image001.gif
	713H New.pdf

Good Morning Mr. McClure,

After further looking into the Antietam 9 Fed Com 713H well I noticed that there was mistakenly a plat that was amended, the plat that I attached to the original commingle application, that shows an acreage dedication of 480. The actual acreage dedication is 240, as shown on the completed plat which is attached.

Please let me know if you have further questions.

I hope you had a good time over the Holidays.

Thank you,

**Lisa Trascher** Regulatory Specialist



5509 Champions Drive | Midland, TX 79706 Building 1, Room 3003 Direct Line (432) 247-6331 Cell Phone (432) 241-1259 Lisa_trascher@eogresources.com

From: McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Sent: Thursday, December 24, 2020 12:23 PM
To: Lisa Trascher <Lisa_Trascher@eogresources.com>
Subject: surface commingling application (PLC-720) for the Antietam 9 Fed Com CTB

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Trascher,

I am reviewing the surface commingling application (PLC-720) for the commingling project which involves the Antietam 9 Fed Com Central Tank Battery operated by EOG Resources, Inc. (7377).

Please confirm the acreage dedicated to the following well:A-09-25S-33E9818030-025-45476Antietam 9 Fed Com #713HA-09-25S-33E98180

Dean McClure

Petroleum Engineer, Oil Conservation Division New Mexico Energy, Minerals and Natural Resources Department (505) 469-8211

From:	Engineer, OCD, EMNRD
To:	Lisa Trascher
Cc:	<u>McClure, Dean, EMNRD; Bratcher, Mike, EMNRD; Kautz, Paul, EMNRD; lisa@rwbyram.com; Glover, James;</u> kparadis@blm.gov; Walls, Christopher; Holm, Anchor E.; Dawson, Scott
Subject:	Approved Administrative Order PLC-720
Date:	Tuesday, January 12, 2021 8:44:54 AM
Attachments:	PLC720 Order.pdf

NMOCD has issued Administrative Order PLC-720 which authorizes EOG Resources, Inc. (7377) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	Location (NMPM)	Pool Code
30-025-43477	Antietam 9 Fed Com #701H	D-09-25S-33E	98180
30-025-43478	Antietam 9 Fed Com #702H	D-09-25S-33E	98180
30-025-43479	Antietam 9 Fed Com #703H	C-09-25S-33E	98180
30-025-43480	Antietam 9 Fed Com #704H	C-09-25S-33E	98180
30-025-44347	Antietam 9 Fed Com #705H	C-09-25S-33E	98180
30-025-44348	Antietam 9 Fed Com #706H	C-09-25S-33E	98180
30-025-44349	Antietam 9 Fed Com #707H	C-09-25S-33E	98180
30-025-44351	Antietam 9 Fed Com #708H	B-09-25S-33E	98180
30-025-44352	Antietam 9 Fed Com #709H	B-09-25S-33E	98180
30-025-44353	Antietam 9 Fed Com #710H	B-09-25S-33E	98180
30-025-45476	Antietam 9 Fed Com #713H	A-09-25S-33E	98180
30-025-45477	Antietam 9 Fed Com #714H	A-09-25S-33E	98180
30-025-45478	Antietam 9 Fed Com #715H	A-09-25S-33E	98180
30-025-47370	Antietam 9 Fed Com #501H	D-09-25S-33E	96392
30-025-47786	Antietam 9 Fed Com #502Y	D-09-25S-33E	96392
30-025-47372	Antietam 9 Fed Com #503H	D-09-25S-33E	96392
30-025-47373	Antietam 9 Fed Com #504H	C-09-25S-33E	96392
30-025-47374	Antietam 9 Fed Com #505H	C-09-25S-33E	96392
30-025-47375	Antietam 9 Fed Com #506H	B-09-25S-33E	96392
30-025-47481	Antietam 9 Fed Com #507H	B-09-25S-33E	96392
30-025-47482	Antietam 9 Fed Com #508H	B-09-25S-33E	96392
30-025-47359	Antietam 9 Fed Com #754H	A-09-25S-33E	98180
30-025-47382	Antietam 9 Fed Com #755H	A-09-25S-33E	98180
30-025-47360	Antietam 9 Fed Com #756H	A-09-25S-33E	98180

The administrative order is attached to this email and can also be found online at OCD Imaging.

Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval.

Dean McClure Petroleum Engineer, Oil Conservation Division New Mexico Energy, Minerals and Natural Resources Department (505) 469-8211

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## State of New Mexico Energy, Minerals and Natural Resources Department

# Notice

Order: PLC-720

Operator: EOG Resources, Inc. (7377)

Publication Date:

Date Sent: 11/24/2020

	Noticed Persons	5	
Date	Person	Certified Tracking Number	Status
11/30/2020	New Mexico Oil Conservation Division	7019 1640 0001 1667 5631	Delivered
12/11/2020	Highland Texas Energy Company	7018 1130 0001 3044 3574	Delivered
11/28/2020	Pioneer Natural Resources Inc.	7018 1130 0001 3044 3581	Delivered
11/30/2020	Ahuja Children 2012 Long Term Trust	7018 1130 0001 3044 3598	Delivered
11/27/2020	Energen Resources Corporation	7019 1640 0001 1667 5570	Delivered
11/30/2020	Mickey Resources, LLC	7019 1640 0001 1667 5587	Delivered
11/30/2020	Unified Assets Ltd	7019 1640 0001 1667 5594	Delivered
12/7/2020	Magnum Hunter Production Inc	7019 1640 0001 1667 5600	Delivered
	BLM	BLM WIS	
	NMSLO		

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

# APPLICATION FOR SURFACE COMMINGLING SUBMITTED BY EOG RESOURCES, INC.

## **ORDER NO. PLC-720**

## **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. EOG Resources, Inc. ("Operator") submitted a complete application to surface commingle and off-lease measure the oil and gas production ("Application") from the pools, leases, and wells identified in Exhibit A.
- 2. To the extent that ownership is identical, Operator submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7(B) NMAC.
- 3. Operator proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
- 4. To the extent that ownership is diverse, Operator 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.
- 5. Operator provided notice of the Application to the Bureau of Land Management ("BLM") or New Mexico State Land Office ("NMSLO"), as applicable.
- 6. Operator certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
- 7. Operator in the notice for the Application stated that it sought authorization to add additional pools, leases, and wells and identified the parameters to make such additions.
- 8. Operator stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from an infill well which produces from a pool and spacing unit dedicated to a well identified in Exhibit A.
- 9. Operator submitted or intends to submit one or more proposed communitization agreement(s) ("Proposed Agreement(s)") to the BLM or NMSLO, as applicable, identifying

Order No. PLC-720

the leases to be consolidated into a single pooled area ("Pooled Area"), as described in Exhibit B.

# CONCLUSIONS OF LAW

- 10. 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, and 19.15.12 NMAC.
- 11. Operator satisfied the notice requirements for the Application in accordance with 19.15.12.10(A)(2), (C)(4)(c), and (C)(4)(e) NMAC, as applicable.
- 12. Operator's proposed method of allocation, as modified herein, complies with 19.15.12.10(B)(1) or (C)(1) NMAC, as applicable.
- 13. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10(B)(3) and (C)(4)(h) NMAC.
- 14. Operator 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 Operator's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
- 15. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

# <u>ORDER</u>

1. Operator is authorized to surface commingle and off-lease measure oil and gas production from the pools, leases, and wells identified in Exhibit A.

Operator is authorized to surface commingle and off-lease measure, as applicable, oil and gas production from an infill well producing from the same pool and spacing unit dedicated to a well identified in Exhibit A.

- 2. For each Pooled Area described in Exhibit B, Operator shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil and gas production. If Operator fails to submit the Proposed Agreement, this Order shall terminate on the following day.
- 3. No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Operator shall submit Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Operator withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Operator shall cease commingling the production from the Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Operator shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Operator shall submit a new surface commingle application to OCD to conform this Order with the

Order No. PLC-720

approved Agreement(s). If OCD denies the new surface commingle application, this Order shall terminate on the date of such action.

- 4. Operator shall allocate the oil and gas production to each lease within a Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the Pooled Area described in Exhibit B.
- 5. The allocation of oil and gas production to an infill well shall be determined in the same manner as oil and gas production to the well dedicated to the pool and spacing unit.
- 6. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling.
- 7. Operator shall measure the commingled oil at a central tank battery described in Exhibit A in accordance with 19.15.18.15 NMAC or 19.15.23.8 NMAC.
- 8. Operator shall measure the commingled gas at a central delivery point or central tank battery described in Exhibit A in accordance with 19.15.19.9 NMAC, provided however that if the gas is flared, and regardless of whether OCD has granted an exception pursuant to 19.15.18.12(B) NMAC, Operator shall report the gas in accordance with 19.15.18.12(F) NMAC.
- 9. Operator shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10(C)(2) NMAC.
- 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 Operator 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 Operator 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. Operator 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 via the OCD Fee Portal in accordance with 19.15.12.10(C)(4)(g) NMAC.
- 12. Operator shall submit Forms C-102 and C-103 to the OCD Engineering Bureau identifying an infill well prior to commingling and off-lease measuring, as applicable, oil and gas production from an infill well with the production from another well.
- 13. Operator shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
- 14. OCD retains jurisdiction and reserves the right to modify or revoke this Order as it deems necessary to prevent waste or protect correlative rights, public health, or the environment.

Order No. PLC-720

STATE OF NEW MEXICO OIL CONSERVATION DIVISION

ADRIENNE SANDOVAL DIRECTOR AS/dm DATE: _____1/11/2021

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State of New Mexico Energy, Minerals and Natural Resources Department

# **Exhibit A**

Order: PLC-720

**Operator: EOG Resources, Inc. (7377)** 

Central Tank Battery: Antietam 9 Fed Com Central Tank Battery Central Tank Battery Location (NMPM): SW/4 Section 9, Township 25 South, Range 33 East Gas Custody Transfer Meter Location (NMPM): SW/4 Section 9, Township 25 South, Range 33 East

Pools		
Pool Name	Pool Code	
WC-025 G-09 S253309P; UPR WOLFCAMP	98180	
DRAPER MILL; BONE SPRING	96392	

	Leases as defined in 1	9.15.12.7(C) NMAC		
Lea	ase	Location (NMPM)		
CA WC NM	NM 137576 W/2 W/2 S	ec 9, W/2 NW/4 Sec 16	T25S-F	33E
CA WC NM	NM 137577 E/2 W/2 S	ec 9, E/2 NW/4 Sec 16	T25S-F	33E
CA WC NM	NM 139983 W/2 E/2 S	ec 9, W/2 NE/4 Sec 16	T25S-F	33E
NMNM	118726	E/2 E/2	Sec 9-T25	S-R33E
VO 4	4222	E/2 NE/4	Sec 16-T2!	5S-R33E
NMNM	118726	W/2 W/2	Sec 9-T25	S-R33E
VO 4	4222	W/2 NW/4	Sec 16-T2!	5S-R33E
NMNM	118726	E/2 W/2	Sec 9-T25	S-R33E
VO 4	4222	E/2 NW/4	Sec 16-T2!	5S-R33E
NMNM	118726	W/2 E/2	Sec 9-T25	S-R33E
VO 4	4222	W/2 NE/4		5S-R33E
	Wel	ls		
Well API	Well Name	Location (NMPM)	Pool Code	Train
30-025-43477	Antietam 9 Fed Com #701H	D-09-25S-33E	98180	
30-025-43478	Antietam 9 Fed Com #702H	D-09-25S-33E	98180	
30-025-43479	Antietam 9 Fed Com #703H	C-09-25S-33E	98180	
30-025-43480	Antietam 9 Fed Com #704H	C-09-25S-33E	98180	
30-025-44347	Antietam 9 Fed Com #705H	C-09-25S-33E	98180	
30-025-44348	Antietam 9 Fed Com #706H	C-09-25S-33E	98180	
30-025-44349	Antietam 9 Fed Com #707H	C-09-25S-33E	98180	
30-025-44351	Antietam 9 Fed Com #708H	B-09-25S-33E	98180	
30-025-44352	Antietam 9 Fed Com #709H	B-09-25S-33E	98180	
30-025-44353	Antietam 9 Fed Com #710H	B-09-25S-33E	98180	
30-025-45476	Antietam 9 Fed Com #713H	A-09-25S-33E	98180	
30-025-45477	Antietam 9 Fed Com #714H	A-09-25S-33E	98180	
30-025-45478	Antietam 9 Fed Com #715H	A-09-25S-33E	98180	
30-025-47370	Antietam 9 Fed Com #501H	D-09-25S-33E	96392	
30-025-47786	Antietam 9 Fed Com #502Y	D-09-25S-33E	96392	
30-025-47372	Antietam 9 Fed Com #503H	D-09-25S-33E	96392	

30-025-47373	Antietam 9 Fed Com #504H	C-09-25S-33E	96392	
30-025-47374	Antietam 9 Fed Com #505H	C-09-25S-33E	96392	
30-025-47375	Antietam 9 Fed Com #506H	B-09-25S-33E	96392	
30-025-47481	Antietam 9 Fed Com #507H	B-09-25S-33E	96392	
30-025-47482	Antietam 9 Fed Com #508H	B-09-25S-33E	96392	
30-025-47359	Antietam 9 Fed Com #754H	A-09-25S-33E	98180	
30-025-47382	Antietam 9 Fed Com #755H	A-09-25S-33E	98180	
30-025-47360	Antietam 9 Fed Com #756H	A-09-25S-33E	98180	

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## State of New Mexico Energy, Minerals and Natural Resources Department

# **Exhibit B**

Order: PLC-720

**Operator: EOG Resources, Inc. (7377)** 

# **Pooled Areas**

Pooled Area	Location (NMPM)		Acres	Pooled Area ID
CA WC BLM	E/2 E/2 Sec 9, E/2 NE/4 Sec 16	T25S-R33E	240	Α
CA BS BLM	W/2 W/2 Sec 9, W/2 NW/4 Sec 16	T25S-R33E	240	В
CA BS BLM	E/2 W/2 Sec 9, E/2 NW/4 Sec 16	T25S-R33E	240	С
CA BS BLM	W/2 E/2 Sec 9. W/2 NE/4 Sec 16	T25S-R33E	240	D
CA BS BLM	E/2 E/2 Sec 9, E/2 NE/4 Sec 16	T25S-R33E	240	E

# **Leases Comprising Pooled Areas**

Lease	Location (NMPM)		Acres	Pooled Area ID
NMNM 118726	E/2 E/2	Sec 9-T25S-R33E	160	Α
VO 44222	E/2 NE/4	Sec 16-T25S-R33E	80	Α
NMNM 118726	W/2 W/2	Sec 9-T25S-R33E	160	В
VO 44222	W/2 NW/4	Sec 16-T25S-R33E	80	В
NMNM 118726	E/2 W/2	Sec 9-T25S-R33E	160	С
VO 44222	E/2 NW/4	Sec 16-T25S-R33E	80	С
NMNM 118726	W/2 E/2	Sec 9-T25S-R33E	160	D
VO 44222	W/2 NE/4	Sec 16-T25S-R33E	80	D
NMNM 118726	E/2 E/2	Sec 9-T25S-R33E	160	E
VO 44222	E/2 NE/4	Sec 16-T25S-R33E	80	E

District I 1625 N. French Dr., Hobbs, NM 88240	State of New Mexico	CONDITIONS
Phone:(575) 393-6161 Fax:(575) 393-0720 <u>District II</u>	Energy, Minerals and Natural Resources	Action 11334
811 S. First St., Artesia, NM 88210 Phone:(575) 748-1283 Fax:(575) 748-9720 District III	Oil Conservation Division	
1000 Rio Brazos Rd., Aztec, NM 87410 Phone:(505) 334-6178 Fax:(505) 334-6170	1220 S. St Francis Dr.	
District IV 1220 S. St Francis Dr., Santa Fe, NM 87505 Phone:(505) 476-3470 Fax:(505) 476-3462	Santa Fe, NM 87505	

### CONDITIONS OF APPROVAL

Operator:				OGRID:	Action Number:	Action Type:
EOG RES	OURCES INC	P.O. Box 2267	Midland, TX79702	7377	11334	C-107B
OCD Reviewer	Condition					
dmcclure Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval.						