

Revised March 23, 2017

RECEIVED:	REVIEWER:	TYPE:	APP NO:
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ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

**NEW MEXICO OIL CONSERVATION DIVISION**  
 - Geological & Engineering Bureau -  
 1220 South St. Francis Drive, Santa Fe, NM 87505



### ADMINISTRATIVE APPLICATION CHECKLIST

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

**Applicant:** EOG Resources, Inc. **OGRID Number:** 7377  
**Well Name:** Getty 5 Fed Com 501 & others **API:** 30-025-46211  
**Pool:** Triste Draw; Bone Spring, East & others **Pool Code:** 96682

### SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION INDICATED BELOW

1) **TYPE OF APPLICATION:** Check those which apply for [A]

A. Location – Spacing Unit – Simultaneous Dedication

☐ NSL ☐ NSP (PROJECT AREA) ☐ NSP (PRORATION UNIT) ☐ SD

B. Check one only for [ I ] or [ II ]

[ I ] Commingling – Storage – Measurement

☐ DHC ☐ CTB ☒ PLC ☐ PC ☐ OLS ☐ OLM

[ II ] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery

☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR

2) **NOTIFICATION REQUIRED TO:** Check those which apply.

- A. ☐ Offset operators or lease holders  
 B. ☒ Royalty, overriding royalty owners, revenue owners  
 C. ☐ Application requires published notice  
 D. ☒ Notification and/or concurrent approval by SLO  
 E. ☒ Notification and/or concurrent approval by BLM  
 F. ☐ Surface owner  
 G. ☐ For all of the above, proof of notification or publication is attached, and/or,  
 H. ☐ No notice required

#### 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

09/22/2021

Date

432-247-6331

Phone Number

lisa\_trascher@eogresources.com

e-mail Address

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

State of New Mexico  
Energy, Minerals and Natural Resources Department

Form C-107-B  
Revised August 1, 2011

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

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

**APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)**

OPERATOR NAME: EOG Resources, Inc.

OPERATOR ADDRESS: P.O. Box 2267 Midland, Texas 79702

APPLICATION TYPE:

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

LEASE TYPE: ☐ Fee ☒ State ☒ Federal

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

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

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

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

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

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

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

- (1) Complete Sections A and E.

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

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

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

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

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

SIGNATURE: Lisa Trascher TITLE: Regulatory Specialist DATE: 9/22/2021

TYPE OR PRINT NAME Lisa Trascher TELEPHONE NO.: 432-347-6331

E-MAIL ADDRESS: lisa\_trascher@eogresources.com

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
GETTY 5 FED	502H	3002546212	NMNM118726	NMNM118726	EOG
GETTY 5 FED	503H	3002546213	NMNM118726	NMNM118726	EOG
GETTY 5 FED	507H	3002547664	NMNM118726	NMNM118726	EOG
GETTY 5 FED	504H	3002546214	NMNM118726	NMNM118726	EOG
GETTY 5 FED	703H	3002547148	NMNM118726	NMNM118726	EOG
GETTY 5 FED	701H	3002547146	NMNM118726	NMNM118726	EOG
GETTY 5 FED	704H	3002547149	NMNM118726	NMNM118726	EOG
GETTY 5 FED	508H	3002547665	NMNM118726	NMNM118726	EOG
GETTY 5 FED	505H	3002546215	NMNM118726	NMNM118726	EOG
GETTY 5 FED	707H	3002547151	NMNM118726	NMNM118726	EOG
GETTY 5 FED	706H	3002547150	NMNM118726	NMNM118726	EOG
GETTY 5 FED	506H	3002546216	NMNM118726	NMNM118726	EOG
GETTY 5 FED	509H	3002547666	NMNM118726	NMNM118726	EOG
GETTY 5 FED	705H	3002547271	NMNM118726	NMNM118726	EOG
GETTY 5 FED	501H	3002546211	NMNM118726	NMNM118726	EOG
GETTY 5 FED	702H	3002547147	NMNM118726	NMNM118726	EOG
GETTY 5 FED	510H	3002547667	NMNM118726	NMNM118726	EOG
GETTY 5 FED	708H	3002547152	NMNM118726	NMNM118726	EOG

Notice of Intent

Type of Submission: Notice of Intent

Type of Action Commingling (Surface)

Date Sundry Submitted: 06/22/2021

Time Sundry Submitted: 03:57

Date proposed operation will begin: 06/21/2021

**Procedure Description:** EOG Resources, Inc. ("EOG") respectfully requests approval to surface pool/lease commingle oil & gas from all existing and future wells in S2 of Section 32 in Township 24 South, Range 33 East & Section 5 in Township 25 South, Range 33 East within the Bone Spring and Wolfcamp pools listed below, for Leases NM NM 118726, V0-7323-1 and V0-7302-1. This Commingle and Allocation Approval (CAA) will not negatively affect the royalty of the federal government. Any allocation meters (non-FMPs) will meet API measurement standard 14.1. All leases, unit PAs, or CAs in the proposed CAA are capable of production in paying quantities, defined as 1 bbl/day of oil or 10 MCF/day of gas. The oil gravity of the wells is 45.5. EOG is applying for this surface commingling approval under 43 CFR § 3173.14(b)(5) because there are overriding considerations that indicate the BLM should approve a commingling application in the public interest notwithstanding potential negative royalty impacts from the allocation method. These overriding considerations are discussed in more detail below. This proposal was presented to the BLM PMT on March 24, 2021, a Monte Carlo method evaluation was submitted to the BLM PMT on March 29, 2021 and a copy of this Monte Carlo evaluation can be provided to the Carlsbad Field Office upon request. The BLM PMT briefed the Carlsbad Field Office with her recommendation on or about April 1, 2021. Gas analyses for the individual wells, the CTB facility check meter, and the localized gas lift injection buyback meter have been included. The location of the FMP is on the lease. There is no new surface disturbance included as part of the proposed CAA. These spacing units are initially dedicated to the following wells attached.

## Surface Disturbance

**Is any additional surface disturbance proposed?:** No

## NOI Attachments

## Procedure Description

Fed\_Application\_Getty\_20210622155708.pdf

## Operator Certification

*I certify that the foregoing is true and correct. Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction. Electronic submission of Sundry Notices through this system satisfies regulations requiring a submission of Form 3160-5 or a Sundry Notice.*

**Operator Electronic Signature:** LISA TRASCHER

**Signed on:** JUN 22, 2021 03:57 PM

**Name:** EOG RESOURCES INCORPORATED

**Title:** Regulatory Specialist

**Street Address:** 5509 Champions Drive

City: Midland

**State:** TX

**Phone:** (432) 247-6331

**Email address:** [lisa\\_trascher@eogresources.com](mailto:lisa_trascher@eogresources.com)

## Field Representative

**Representative Name:**

**Street Address:**

City:

**State:**

**Zip:**

**Phone:**

**Email address:**

**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 S2 of Section 32 in Township 24 South, Range 33 East & Section 5 in Township 25 South, Range 33 East within the Bone Spring and Wolfcamp pools listed below, for Leases NM NM 118726, V0-7323-1 and V0-7302-1. This Commingle and Allocation Approval (CAA) will not negatively affect the royalty of the federal government. Any allocation meters (non-FMPs) will meet API measurement standard 14.1. All leases, unit PAs, or CAs in the proposed CAA are capable of production in paying quantities, defined as 1 bbl/day of oil or 10 MCF/day of gas. The oil gravity of the wells is 45.5. EOG is applying for this surface commingling approval under 43 CFR § 3173.14(b)(5) because there are overriding considerations that indicate the BLM should approve a commingling application in the public interest notwithstanding potential negative royalty impacts from the allocation method. These overriding considerations are discussed in more detail below. Gas analyses for the individual wells, the CTB facility check meter, and the localized gas lift injection buyback meter have been included. The location of the FMP is on the lease. There is no new surface disturbance included as part of the proposed CAA. These spacing units are initially dedicated to the following wells:

Well Name	Location	API #	Pool	Oil BPD	Gravities	MSCFPD	BTU
GETTY 5 FED COM CTB #501H	P-5-25S-33E	30-025-46211	[96682] TRISTE DRAW;BONE SPRING, EAST	450	*44	800	1300
GETTY 5 FED COM CTB #502H	P-5-25S-33E	30-025-46212	[96682] TRISTE DRAW;BONE SPRING, EAST	450	*44	800	1300
GETTY 5 FED COM CTB #503H	P-5-25S-33E	30-025-46213	[96682] TRISTE DRAW;BONE SPRING, EAST	450	*44	800	1300
GETTY 5 FED COM CTB #504H	O-5-25S-33E	30-025-46214	[96682] TRISTE DRAW;BONE SPRING, EAST	450	*44	800	1300
GETTY 5 FED COM CTB #505H	O-5-25S-33E	30-025-46215	[96682] TRISTE DRAW;BONE SPRING, EAST	450	*44	800	1300
GETTY 5 FED COM CTB #506H	O-5-25S-33E	30-025-46216	[96682] TRISTE DRAW;BONE SPRING, EAST	450	*44	800	1300
GETTY 5 FED COM CTB #507H	N-5-25S-33E	30-025-47664	[96682] TRISTE DRAW;BONE SPRING, EAST	1000	*44	2000	*1300
GETTY 5 FED COM CTB #508H	N-5-25S-33E	30-025-47665	[96682] TRISTE DRAW;BONE SPRING, EAST	1000	*44	2000	*1300
GETTY 5 FED COM CTB #509H	M-5-25S-33E	30-025-47666	[96682] TRISTE DRAW;BONE SPRING, EAST	1000	*44	2000	*1300
GETTY 5 FED COM CTB #510H	M-5-25S-33E	30-025-47667	[96682] TRISTE DRAW;BONE SPRING, EAST	1000	*44	2000	*1300
GETTY 5 FED COM CTB #701H	P-5-25S-33E	30-025-47146	[98180] WC-025 G-09 S253309A; UPPER WOLFCAMP	1300	*44	2800	1300
GETTY 5 FED COM CTB #702H	P-5-25S-33E	30-025-47147	[98180] WC-025 G-09 S253309A; UPPER WOLFCAMP	1000	*44	2300	1300
GETTY 5 FED COM CTB #703H	O-5-25S-33E	30-025-47148	[98180] WC-025 G-09 S253309A; UPPER WOLFCAMP	1000	*44	2200	1300
GETTY 5 FED COM CTB #704H	N-5-25S-33E	30-025-47149	[98180] WC-025 G-09 S253309A; UPPER WOLFCAMP	1000	*44	2200	1300
GETTY 5 FED COM CTB #705H	N-5-25S-33E	30-025-47271	[98180] WC-025 G-09 S253309A; UPPER WOLFCAMP	1200	*44	2700	1300
GETTY 5 FED COM CTB #706H	M-5-25S-33E	30-025-47150	[98180] WC-025 G-09 S253309A; UPPER WOLFCAMP	1100	*44	2500	1300
GETTY 5 FED COM CTB #707H	M-5-25S-33E	30-025-47151	[98180] WC-025 G-09 S253309A; UPPER WOLFCAMP	1300	*44	3000	1300
GETTY 5 FED COM CTB #708H	M-5-25S-33E	30-025-47152	[98180] WC-025 G-09 S253309A; UPPER WOLFCAMP	1250	*44	3000	1300

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

**GENERAL INFORMATION :**

- Federal lease NM NM 118726 covers 640 acres Section 5 in Township 25 South, Range 33 East, Lea County, New Mexico.
- State lease V0-7302-1 covers 160 acres including SW4 of Section 32 in Township 24 South, Range 33 East, Lea County, New Mexico.
- State lease V0-7323-1 covers 160 acres including SE4 of Section 32 in Township 24 South, Range 44 East, Lea County, New Mexico.
- The central tank battery to service the subject wells is located in the SESE (P) of Section 5 in Township 25 South, Range 33 East, Lea County, New Mexico on Federal lease NM NM 118726.
- Application to commingle production from the subject wells has been submitted to the BLM. This notice has also been sent to the NMSLO.
- 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 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 (Triste Draw; Bone Spring, East [96682], and WC-025 G-09 S253309A; Upper Wolfcamp [98180] and any other Bone Spring or Wolfcamp pools that may be named within this area) from Lease NM NM 118726, V0-7302-1 and V0-7323-1.

EOG respectfully requests authority to add additional wells contained within the spacing units identified and approved in this application by filing a Subsequent Report Sundry to the Bureau of Land Management for Federal and filing a C103Z and C102 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.

**OVERRIDING CONSIDERATIONS IN THE PUBLIC INTEREST**

Pursuant to 43 CFR § 3173.14(b)(5) there are overriding environmental considerations that indicate the BLM should approve this commingling application in the public interest notwithstanding potential negative royalty impacts from the allocation method. Authority to commingle production from the above referenced CAs would eliminate the undesirable environmental impacts caused by non-commingled measurement namely, the additional surface disturbance required to build two separate facilities, right-of-way clearing for the associated gathering, and increased emissions. Based on EOG construction and



engineering data, authorization for commingling production into one central tank battery, as proposed by this application, would result in an approximately 10.75 acre reduction in surface disturbance and an approximate 50% reduction in permitted fugitive VOC emissions.

EOG developed an internal volume balancing procedure to verify the accuracy of its measurement and collected this data from facilities and wells where this process is employed for over a year (11/2019 to present). Using AGA and API approved meter calibration procedures, EOG conducts both gas and oil meter volume balancing at regular intervals throughout the course of each month to reduce the margin in volume balance difference. Internally acceptable accuracy thresholds per facility are a monthly gas volume balance difference of less than 2% and 1,000 mscf and a monthly gross standard oil volume balance difference of less than 4% and 250 BBLs. EOG presented this data to the BLM's Production Measurement Team in a meeting on March 24, 2021. The PMT requested that EOG run a Monte Carlo method (MCM) evaluation to determine the impact of EOG's allocation tolerances on final royalty bearing volume uncertainty. The MCM evaluation utilized 2,000 trials to generate a standard uncertainty after propagation. The results showed that EOG's allocation would have no material impact on royalty bearing volumes, considering both EOG's internal standard tolerance and achieved accuracy per past data. EOG submitted the MCM evaluation to BLM on March 29, 2021. The BLM PMT briefed the BLM Carlsbad field office on the commingling application and MCM evaluation on or about April 1, 2021.

The MCM evaluation proved that the risk of misallocation and negative royalty impacts as a result of commingling production from the above referenced CAs is very low. The evaluation generated final royalty bearing LACT uncertainties at, or below, the 0.25% baseline during all phases of production during the first two years modeled. Conversely, commingling production into a common facility, as proposed in this application, significantly reduces emissions and promotes the conservation of natural resources. In balancing the two, EOG believes the benefit to the environment substantially outweighs the potential negative royalty risk and is, therefore, in the public's best interest.

#### **PROCESS AND FLOW DESCRIPTION:**

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 individual well flare meter. The gas from the heated separator also flows into this header. The gas off of the heated separator will be allocated back to the wells based on each well's oil production. The gas flows through the header to a custody transfer orifice meter (#67576151) 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 flare meter (#67576156) to the flare. If an individual well needed to be flared for any operational reason, it will be manually routed through the individual well flare meter (#67576157) 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 (#67576186). The gas from the vapor recovery system combines with the gas from the lease production meter and flows into our gas gathering pipeline system.

The oil from the separators will be measured using a Coriolis meter. 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. 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 (4) 750 barrel coated steel tanks. Guided wave radar is used to measure water and oil volumes in these tanks. Oil is the sold out of the tanks through a Coriolis meter into a truck or a pipeline.

The water will be measured using a coriolis meter. The water from each separator is combined in a common header and flows into (2) 750 barrel coated steel tanks. Guided wave radar is used to measure water volumes in these tanks. Water from the heated separator also flows into the common water header connected to the (2) 750 barrel water tanks. The water is then pumped and/or trucked to a salt water disposal well.

API	Well Name	Well Number	Gas Meter #	Oil Meter #
30-025-46211	GETTY 5 FEDERAL COM	#501H	67576101	10-74068
30-025-46212	GETTY 5 FEDERAL COM	#502H	67576102	10-74069
30-025-46213	GETTY 5 FEDERAL COM	#503H	67576103	10-74070
30-025-46214	GETTY 5 FEDERAL COM	#504H	67576104	10-74071
30-025-46215	GETTY 5 FEDERAL COM	#505H	67576105	10-75952
30-025-46216	GETTY 5 FEDERAL COM	#506H	67576106	10-75953
30-025-47664	GETTY 5 FEDERAL COM	#507H	*11111111	10-*11111
30-025-47665	GETTY 5 FEDERAL COM	#508H	*11111111	10-*11111
30-025-47666	GETTY 5 FEDERAL COM	#509H	*11111111	10-*11111
30-025-47667	GETTY 5 FEDERAL COM	#510H	*11111111	10-*11111
30-025-47146	GETTY 5 FEDERAL COM	#701H	67576107	10-75960
30-025-47147	GETTY 5 FEDERAL COM	#702H	67576108	10-75961
30-025-47148	GETTY 5 FEDERAL COM	#703H	67576109	10-75954
30-025-47149	GETTY 5 FEDERAL COM	#704H	67576110	10-75955
30-025-47271	GETTY 5 FEDERAL COM	#705H	67576111	10-75956
30-025-47150	GETTY 5 FEDERAL COM	#706H	67576112	10-75957
30-025-47151	GETTY 5 FEDERAL COM	#707H	67576113	10-75958
30-025-47152	GETTY 5 FEDERAL COM	#708H	67576114	10-75959

\*Meter numbers will be provided upon installation of meters and completion of the facility.





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

Date: July 27, 2021

To: New Mexico State Land Office  
State of New Mexico Oil Conservation Division

Re: Surface Pool/Lease Commingling Application; Getty 5 Fed Com 501H-510H, 701H-708H

To whom it may concern

This letter serves to notice you that, as of the date below, ownership in the leases and pool referenced in this commingling application is Diverse, as defined in 19.15.12.7.A. The leases and pool to be commingled through this application are initially dedicated to the following wells:

API	Well Name	Location	Pool Code/name	Status
30-025-46211	GETTY 5 FED COM CTB #501H	P-5-25S-33E	[96682] TRISTE DRAW;BONE SPRING, EAST	PRODUCING
30-025-46212	GETTY 5 FED COM CTB #502H	P-5-25S-33E	[96682] TRISTE DRAW;BONE SPRING, EAST	PRODUCING
30-025-46213	GETTY 5 FED COM CTB #503H	P-5-25S-33E	[96682] TRISTE DRAW;BONE SPRING, EAST	PRODUCING
30-025-46214	GETTY 5 FED COM CTB #504H	O-5-25S-33E	[96682] TRISTE DRAW;BONE SPRING, EAST	PRODUCING
30-025-46215	GETTY 5 FED COM CTB #505H	O-5-25S-33E	[96682] TRISTE DRAW;BONE SPRING, EAST	PRODUCING
30-025-46216	GETTY 5 FED COM CTB #506H	O-5-25S-33E	[96682] TRISTE DRAW;BONE SPRING, EAST	PRODUCING
30-025-47664	GETTY 5 FED COM CTB #507H	N-5-25S-33E	[96682] TRISTE DRAW;BONE SPRING, EAST	PERMITTED
30-025-47665	GETTY 5 FED COM CTB #508H	N-5-25S-33E	[96682] TRISTE DRAW;BONE SPRING, EAST	PERMITTED
30-025-47666	GETTY 5 FED COM CTB #509H	M-5-25S-33E	[96682] TRISTE DRAW;BONE SPRING, EAST	PERMITTED
30-025-47667	GETTY 5 FED COM CTB #510H	M-5-25S-33E	[96682] TRISTE DRAW;BONE SPRING, EAST	PERMITTED
30-025-47146	GETTY 5 FED COM CTB #701H	P-5-25S-33E	[98180] WC-025 G-09 S253309A; UPPER WOLFCAMP	PRODUCING
30-025-47147	GETTY 5 FED COM CTB #702H	P-5-25S-33E	[98180] WC-025 G-09 S253309A; UPPER WOLFCAMP	PRODUCING
30-025-47148	GETTY 5 FED COM CTB #703H	O-5-25S-33E	[98180] WC-025 G-09 S253309A; UPPER WOLFCAMP	PRODUCING
30-025-47149	GETTY 5 FED COM CTB #704H	N-5-25S-33E	[98180] WC-025 G-09 S253309A; UPPER WOLFCAMP	PRODUCING
30-025-47271	GETTY 5 FED COM CTB #705H	N-5-25S-33E	[98180] WC-025 G-09 S253309A; UPPER WOLFCAMP	PRODUCING
30-025-47150	GETTY 5 FED COM CTB #706H	M-5-25S-33E	[98180] WC-025 G-09 S253309A; UPPER WOLFCAMP	PRODUCING
30-025-47151	GETTY 5 FED COM CTB #707H	M-5-25S-33E	[98180] WC-025 G-09 S253309A; UPPER WOLFCAMP	PRODUCING
30-025-47152	GETTY 5 FED COM CTB #708H	M-5-25S-33E	[98180] WC-025 G-09 S253309A; UPPER WOLFCAMP	PRODUCING

All owners, as of the date below, 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: Matthew Gray  
Matt Gray  
Senior Landman

9/17/2021  
Date

Commingling Application for Getty 5 Fed Com CTB  
EOG Resources, Inc.  
EXHIBIT A- Notice List

New Mexico Oil Conservation Division  
Attn: Mr. Dean McClure  
1220 South St. Francis Drive  
Santa Fe, NM 87505  
Via OCD Online

Bureau of Land Management  
Attn: Mr. Jonathon Shepard  
620 E. Green Street  
Carlsbad, NM 88220  
Via BLM AFMSS 2

Commissioner of Public Lands  
Attn: Commingling Manager  
P.O. Box 1148  
Santa Fe, NM 87504-1148  
7021 0950 0001 9256 1578

New Mexico Oil Conservation Division  
Attn: Mr. Paul Kautz  
1625 N. French Drive  
Hobbs, New Mexico 88240  
7021 0950 0001 9256 1554

Mickey Resources LLC  
Attn: Avinash C. Ahuja  
500 North Shoreline Suite 322  
Corpus Christi, Texas 78401  
7021 0950 0001 9256 1561

Murchison Oil and Gas LLC  
7250 Dallas Parkway Suite 1400  
Plano, Texas 75024  
7021 0950 0001 9255 8288

Carlisle Energy Mezzanine  
Opportunities Fund-Q, LP  
One Vanderbilt Avenue, Suite 3400  
New York, NY 10017  
7021 0950 0001 9255 8295

Accelerate Resources, Operating LLC  
7950 Legacy Drive Ste 500  
Plano, Texas 75024-4163  
7021 0950 0001 9255 8301

Tap Rock Resources LLC  
602 Park Point Drive Suite 200  
Golden, Colorado 80401  
7021 0950 0001 9255 8332

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

MCM Permian LLC  
3811 Turtle Creek Blvd Suite 800  
Dallas, Texas 75219  
7021 0950 0001 9255 9325

Regions Energy II LLC, LLC  
PO BOX 10971  
Midland, Texas 79702  
7021 0950 0001 9255 8318

Malaga EF7 LLC  
PO BOX 2064  
Midland, Texas 79702  
7021 0950 0001 9255 8349

Saguaro Resources, Inc  
5705 PINEHURST  
Farmington, NM 87402  
7021 0950 0001 9255 8356

MEC Petroleum Corporation  
P O BOX 11265  
Midland, Texas 79702  
7021 0950 0001 9255 8363

Mineral Warehouse #1 LLC  
109 North Post Oak Ln  
Houston, Texas 77024  
7021 0950 0001 9255 8370

Ahuja Children 2012 Long Term Trust  
500 N SHORELINE BLVD SUITE 322  
Corpus Christi, Texas 78401  
7021 0950 0001 9255 8387

Unified Assets Ltd.  
3344 OCEAN DRIVE  
Corpus Christi, Texas 78411  
7021 0950 0001 9255 8394

R&R Royalty LTD  
500 N Shoreline Ste 322  
Corpus Christi, Texas 78471  
7021 0950 0001 9255 8400

Malaga Royalty, LLC  
PO Box 2064  
Midland, Texas 79702  
7021 0950 0001 9255 8417

Highland Texas Energy Company  
7557 Rambler Road STE 918 LB 72  
Dallas, Texas 75231  
7021 0950 0001 9256 1820

Wing Resources V, LLC  
2100 McKinney Ave, STE 1540  
Dallas, Texas 75201  
7021 0950 0001 9256 1813

CEMOF AIV, LP  
One Vanderbilt Avenue, Suite 3400  
New York, NY 10017  
7021 0950 0001 9256 1806

CEMOF-A AIV, LP  
One Vanderbilt Avenue, Suite 3400  
New York, NY 10017  
7021 0950 0001 9256 1790

Tumbler Energy Partners, LLC  
3811 Turtle Creek Blvd, Suite 1100  
Dallas, Texas 75219  
7021 0950 0001 9256 1530

CEMOF Coinvestment, LP  
One Vanderbilt Avenue, Suite 3400  
New York, NY 10017  
7021 0950 0001 9256 1547

Copies of this application were mailed to the following individuals, companies, and organizations  
on or before September 22, 2021.

  
\_\_\_\_\_  
Lisa Trascher  
Regulatory Specialist  
EOG Resources, Inc.

# GETTY 5 FED COM SURFACE COMMINGLING PLAT

T24S-R33E

31

32

6

5

7

8

T25S-R33E

- NMNM 118726
- V0-7302-1
- V0-7323-1
- Proposed Well Bore
- Flowlines
- GETTY 5 FED COM CTB
- PAD
- E2 Communitized Area - Bone Spring
- E2 Communitized Area - Wolfcamp
- W2 Communitized Area - Bone Spring
- W2 Communitized Area - Wolfcamp
- FMP Location

API #	Well Name
30-025-46211	Getty 5 Fed Com 501H
30-025-46212	Getty 5 Fed Com 502H
30-025-46213	Getty 5 Fed Com 503H
30-025-46214	Getty 5 Fed Com 504H
30-025-46215	Getty 5 Fed Com 505H
30-025-46216	Getty 5 Fed Com 506H
30-025-47664	Getty 5 Fed Com 507H
30-025-47665	Getty 5 Fed Com 508H
30-025-47666	Getty 5 Fed Com 509H
30-025-47667	Getty 5 Fed Com 510H
30-025-47146	Getty 5 Fed Com 701H
30-025-47147	Getty 5 Fed Com 702H
30-025-47148	Getty 5 Fed Com 703H
30-025-47149	Getty 5 Fed Com 704H
30-025-47271	Getty 5 Fed Com 705H
30-025-47150	Getty 5 Fed Com 706H
30-025-47151	Getty 5 Fed Com 707H
30-025-47152	Getty 5 Fed Com 708H

1400 EVERMAN PARKWAY, Ste. 146 • FT. WORTH, TEXAS 76140  
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548  
TEXAS FIRM REGISTRATION NO. 10042504  
WWW.TOPOGRAPHIC.COM



DATE: 1/29/2021

DRAWN BY: J.T.S.

CHECKED BY: J.T.S.

SITE NAME:  
GETTY 5 FED COM

Location:  
Section 5, T25S-R33E, Lea County, NM





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

*Certified Mail-Return Receipt*

Date: September 22, 2021

Re: Surface Pool/Lease Commingling Application; Getty 5 Fed Com 501H-510H,  
701H-708H

Dear Sir/Madam:

Enclosed please find EOG Resources, Inc.'s application to commingle production at its Getty 5 Fed Com Central Tank Battery located in Lea County, New Mexico, filed this date with the Bureau of Land Management (BLM) and notification to the New Mexico Oil Conservation Division (NMOCD).

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 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 (Triste Draw; Bone Spring, East [96682], and WC-025 G-09 S253309A; Upper Wolfcamp [98180] and any other Bone Spring or Wolfcamp pools that may be named within this area) from Lease NM NM 118726, V0-7302-1 and V0-7323-1.

EOG respectfully requests authority to add additional wells contained within the spacing units identified and approved in this application by filing a Subsequent Report Sundry to the Bureau of Land Management for Federal and filing a C103Z and C102 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](mailto:lisa_trascher@eogresources.com)

Kind regards,

**EOG Resources, Inc.**

By: \_\_\_\_\_  
Lisa Trascher  
Regulatory Specialist



## APPLICATION FOR, COMMINGLING AT A COMMON CENTRAL TANK BATTERY

Proposal for **GETTY 5 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**

Well Name	Location	API #	Pool	Oil BPD	Gravities	MSCFPD	BTU
GETTY 5 FED COM CTB #501H	P-5-25S-33E	30-025-46211	[96682] TRISTE DRAW;BONE SPRING, EAST	450	*44	800	1300
GETTY 5 FED COM CTB #502H	P-5-25S-33E	30-025-46212	[96682] TRISTE DRAW;BONE SPRING, EAST	450	*44	800	1300
GETTY 5 FED COM CTB #503H	P-5-25S-33E	30-025-46213	[96682] TRISTE DRAW;BONE SPRING, EAST	450	*44	800	1300
GETTY 5 FED COM CTB #504H	O-5-25S-33E	30-025-46214	[96682] TRISTE DRAW;BONE SPRING, EAST	450	*44	800	1300
GETTY 5 FED COM CTB #505H	O-5-25S-33E	30-025-46215	[96682] TRISTE DRAW;BONE SPRING, EAST	450	*44	800	1300
GETTY 5 FED COM CTB #506H	O-5-25S-33E	30-025-46216	[96682] TRISTE DRAW;BONE SPRING, EAST	450	*44	800	1300
GETTY 5 FED COM CTB #507H	N-5-25S-33E	30-025-47664	[96682] TRISTE DRAW;BONE SPRING, EAST	1000	*44	2000	*1300
GETTY 5 FED COM CTB #508H	N-5-25S-33E	30-025-47665	[96682] TRISTE DRAW;BONE SPRING, EAST	1000	*44	2000	*1300
GETTY 5 FED COM CTB #509H	M-5-25S-33E	30-025-47666	[96682] TRISTE DRAW;BONE SPRING, EAST	1000	*44	2000	*1300
GETTY 5 FED COM CTB #510H	M-5-25S-33E	30-025-47667	[96682] TRISTE DRAW;BONE SPRING, EAST	1000	*44	2000	*1300
GETTY 5 FED COM CTB #701H	P-5-25S-33E	30-025-47146	[98180] WC-025 G-09 S253309A; UPPER WOLFCAMP	1300	*44	2800	1300
GETTY 5 FED COM CTB #702H	P-5-25S-33E	30-025-47147	[98180] WC-025 G-09 S253309A; UPPER WOLFCAMP	1000	*44	2300	1300
GETTY 5 FED COM CTB #703H	O-5-25S-33E	30-025-47148	[98180] WC-025 G-09 S253309A; UPPER WOLFCAMP	1000	*44	2200	1300
GETTY 5 FED COM CTB #704H	N-5-25S-33E	30-025-47149	[98180] WC-025 G-09 S253309A; UPPER WOLFCAMP	1000	*44	2200	1300
GETTY 5 FED COM CTB #705H	N-5-25S-33E	30-025-47271	[98180] WC-025 G-09 S253309A; UPPER WOLFCAMP	1200	*44	2700	1300
GETTY 5 FED COM CTB #706H	M-5-25S-33E	30-025-47150	[98180] WC-025 G-09 S253309A; UPPER WOLFCAMP	1100	*44	2500	1300
GETTY 5 FED COM CTB #707H	M-5-25S-33E	30-025-47151	[98180] WC-025 G-09 S253309A; UPPER WOLFCAMP	1300	*44	3000	1300
GETTY 5 FED COM CTB #708H	M-5-25S-33E	30-025-47152	[98180] WC-025 G-09 S253309A; UPPER WOLFCAMP	1250	*44	3000	1300

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



# Communitization agreement

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Communitization Name:

**GETTY 5 FEDERAL COM #501-505H**

Current Operator:

Original Operator: EOG RESOURCES INC

[\[ Operator Details \]](#)

PUN: 1381103

Communitization Status Code: Pending

Comm Beneficiary Institution:

OCD Order Number 0

Approval Date: 12-31-9999

Effective Date: 03-01-2020

Termination Date: 12-31-9999

Termination Reason: AMENDMENT

Remarks: ALSO IN SE4 SECT 32,24S-33E; BONE SPRING FORMATION

Location:

County

Section Township Range STR Location

5 25S 33E E2 [\[ Land Details \]](#)

Acreage:

Fee: 0

Indian: 0

State: 160

Federal: 319.88

Total: 479.88

Leases in this agreement:

Wells in this agreement:

API Number	Well Number	Township	Range	Section	Unit	Lot	Pool Name	Property Name
3002546211	501H	24S	33E	32	I		TRISTE DRAW;BONE SPRING, EAST	GETTY 5 FEDERAL COM
3002546211	501H	24S	33E	32	I		WILDCAT G-09 S243328J;BONE SPRING	GETTY 5 FEDERAL COM
3002546212	502H	24S	33E	32	I		TRISTE DRAW;BONE SPRING, EAST	GETTY 5 FEDERAL COM
3002546212	502H	24S	33E	32	I		WILDCAT G-09 S243328J;BONE SPRING	GETTY 5 FEDERAL COM
3002546213	503H	24S	33E	32	I		TRISTE DRAW;BONE SPRING, EAST	GETTY 5 FEDERAL COM
3002546213	503H	24S	33E	32	I		WILDCAT G-09 S243328J;BONE SPRING	GETTY 5 FEDERAL COM
3002546214	504H	24S	33E	32	J		TRISTE DRAW;BONE SPRING, EAST	GETTY 5 FEDERAL COM
3002546214	504H	24S	33E	32	J		WILDCAT G-09 S243328J;BONE SPRING	GETTY 5 FEDERAL COM
3002546215	505H	24S	33E	32	J		TRISTE DRAW;BONE SPRING, EAST	GETTY 5 FEDERAL COM
3002546215	505H	24S	33E	32	J		WILDCAT G-09 S243328J;BONE SPRING	GETTY 5 FEDERAL COM

# communitization agreement

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Communitization Name:

## GETTY 5 FEDERAL COM #506H

Current Operator:

Original Operator: EOG RESOURCES INC

[\[ Operator Details \]](#)

PUN: 1381140

Communitization Status Code: Pending

Comm Beneficiary Institution:

OCD Order Number 0

Approval Date: 12-31-9999

Effective Date: 03-01-2020

Termination Date: 12-31-9999

Termination Reason: AMENDMENT

Remarks: ALSO IN SW4 SECT 32,24S-33E; BONE SPRING FORMATION

Location:

County

Section Township Range STR Location

5 25S 33E W2 [\[ Land Details \]](#)

Acreage:

Fee: 0

Indian: 0

State: 160

Federal: 319.96

Total: 479.96

Leases in this agreement:

Wells in this agreement:

API Number	Well Number	Township	Range	Section	Unit	Lot	Pool Name	Property Name
3002546216	506H	24S	33E	32	J		TRISTE DRAW;BONE SPRING, EAST	GETTY 5 FEDERAL COM
3002546216	506H	24S	33E	32	J		WILDCAT G-09 S243328J;BONE SPRING	GETTY 5 FEDERAL COM

# communitization agreement

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Communitization Name:

## GETTY 5 FEDERAL COM #701-704H

Current Operator:

Original Operator: EOG RESOURCES INC

[\[ Operator Details \]](#)

PUN: 1386706

Communitization Status Code: Pending

Comm Beneficiary Institution:

OCD Order Number 0

Approval Date: 12-31-9999

Effective Date: 12-01-2020

Termination Date: 12-31-9999

Termination Reason: AMENDMENT

Remarks: ALSO IN SE4 32; WOLFCAMP FORMATION

Location:

County

Section Township Range STR Location

5 25S 33E E2 [\[ Land Details \]](#)

Acreage:

Fee: 0

Indian: 0

State: 160

Federal: 319.96

Total: 479.96

Leases in this agreement:

Wells in this agreement:

API Number	Well Number	Township	Range	Section	Unit	Lot	Pool Name	Property Name
3002547146	701H	24S	33E	32	I		WC-025 G-09 S243336I;UPPER WOLFCAMP	GETTY 5 FEDERAL COM
3002547147	702H	24S	33E	32	I		WC-025 G-09 S243336I;UPPER WOLFCAMP	GETTY 5 FEDERAL COM
3002547148	703H	24S	33E	32	J		WC-025 G-09 S243336I;UPPER WOLFCAMP	GETTY 5 FEDERAL COM
3002547149	704H	24S	33E	32	J		WC-025 G-09 S243336I;UPPER WOLFCAMP	GETTY 5 FEDERAL COM

# Communitization agreement

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Communitization Name:

**GETTY 5 FEDERAL COM #705-708H**

Current Operator:

Original Operator: EOG RESOURCES INC

[\[ Operator Details \]](#)

PUN: 1386717

Communitization Status Code: Pending

Comm Beneficiary Institution:

OCD Order Number 0

Approval Date: 12-31-9999

Effective Date: 12-01-2020

Termination Date: 12-31-9999

Termination Reason: AMENDMENT

Remarks: ALSO IN THE SW4 SECT 32; WOLFCAMP FORMATION

Location:

County

Section Township Range STR Location

5 25S 33E W2 [\[ Land Details \]](#)

Acreage:

Fee: 0

Indian: 0

State: 160

Federal: 319.96

Total: 479.96

Leases in this agreement:

Wells in this agreement:

API Number	Well Number	Township	Range	Section	Unit	Lot	Pool Name	Property Name
3002547150	706H	24S	33E	32	K		WC-025 G-09 S243336I;UPPER WOLFCAMP	GETTY 5 FEDERAL COM
3002547151	707H	24S	33E	32	L		WC-025 G-09 S243336I;UPPER WOLFCAMP	GETTY 5 FEDERAL COM
3002547152	708H	24S	33E	32	L		WC-025 G-09 S243336I;UPPER WOLFCAMP	GETTY 5 FEDERAL COM
3002547271	705H	24S	33E	32	K		WC-025 G-09 S243336I;UPPER WOLFCAMP	GETTY 5 FEDERAL COM

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BUREAU OF LAND MANAGEMENT  
CASE RECORDATION  
(MASS) Serial Register Page**

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01 12-22-1987;101STAT1330;30USC181 ET SEQ

Total Acres:  
1,319.750Serial Number  
NMNM 118726

Case Type 312021: O&amp;G LSE COMP PD -1987

Commodity 459: OIL &amp; GAS

Case Disposition: AUTHORIZED

Case File Juris:

Name & Address						Serial Number: NMNM-- 118726
						Int Rel % Interest
EOG RESOURCES INC	PO BOX 2267	MIDLAND	TX	79702	OPERATING RIGHTS	0.000000000
EOG RESOURCES INC	PO BOX 2267	MIDLAND	TX	79702	LESSEE	0.000000000
R & R ROYALTY LTD	500 N SHORELINE BLVD STE 322	CORPUS CHRISTI	TX	78401	LESSEE	0.000000000
MECO IV LLC	1200 17TH ST STE 925	DENVER	CO	802025835	LESSEE	0.000000000
MICKEY RESOURCES LLC	500 N SHORELINE BLVD STE 322	CORPUS CHRISTI	TX	784010313	OPERATING RIGHTS	0.000000000

										Serial Number: NMNM-- 118726	
Mer	Twp	Rng	Sec	S	Type	Nr	Suff	Subdivision	District/ Field Office	County	Mgmt Agency
23	0250S	0330E	004		LOTS			4;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0250S	0330E	005		ALIQ			S2N2,S2;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0250S	0330E	005		LOTS			1-4;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0250S	0330E	009		ALL			ENTIRE SECTION	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

## Relinquished/Withdrawn Lands

Serial Number: NMNM-- 118726

				Serial Number: NMNM-- 118726
Act Date	Act Code	Action Txt	Action Remarks	Pending Off
05/25/2007	387	CASE ESTABLISHED	200707066;	
07/03/2007	299	PROTEST FILED	Forest Guardians etal	
07/18/2007	143	BONUS BID PAYMENT RECD	\$2640.00;	
07/18/2007	191	SALE HELD		
07/18/2007	267	BID RECEIVED	\$330000.00;	
07/26/2007	143	BONUS BID PAYMENT RECD	\$327360.00;	
08/30/2007	298	PROTEST DISMISSED		
08/31/2007	237	LEASE ISSUED		
08/31/2007	974	AUTOMATED RECORD VERIF	BTM	
09/01/2007	496	FUND CODE	05;145003	
09/01/2007	530	RLTY RATE - 12 1/2%		
09/01/2007	868	EFFECTIVE DATE		
06/12/2014	140	ASGN FILED	R&R ROYAL/ROADRUNNE;3	

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CASE RECORDATION  
(MASS) Serial Register Page**

Run Date/Time: 3/2/2021 13:59 PM

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Serial Number: NMNM-- 118726

Act Date	Act Code	Action Txt	Action Remarks	Pending Off
06/12/2014	932	TRF OPER RGTS FILED	R&R ROYAL/ROADRUNNE;1	
08/12/2014	932	TRF OPER RGTS FILED	R & R ROY/MICKEY RE;1	
09/05/2014	139	ASGN APPROVED	EFF 07/01/14;	
09/05/2014	933	TRF OPER RGTS APPROVED	EFF 07/01/14;	
09/05/2014	974	AUTOMATED RECORD VERIF	LBO	
10/02/2014	933	TRF OPER RGTS APPROVED	EFF 09/01/14;	
10/02/2014	974	AUTOMATED RECORD VERIF	EMR	
03/10/2015	899	TRF OF ORR FILED	1	
05/04/2015	899	TRF OF ORR FILED	1	
08/17/2015	899	TRF OF ORR FILED	1	
08/17/2015	899	TRF OF ORR FILED	2	
09/23/2015	140	ASGN FILED	ROADRUNNE/EOG RESOU;1	
09/23/2015	932	TRF OPER RGTS FILED	ROADRUNNE/EOG RESOU;1	
10/15/2015	139	ASGN APPROVED	EFF 10/15/15;	
10/15/2015	933	TRF OPER RGTS APPROVED	EFF 10/15/15;	
10/15/2015	974	AUTOMATED RECORD VERIF	JA	
11/01/2015	246	LEASE COMMITTED TO CA	NMNM135942;	
05/18/2016	650	HELD BY PROD - ACTUAL	/1/	
05/18/2016	658	MEMO OF 1ST PROD-ACTUAL	/1/NMNM135942;#3H	
06/16/2016	643	PRODUCTION DETERMINATION	/1/	
08/02/2016	140	ASGN FILED	R&R ROYAL/MERCED GL;1	
12/27/2016	139	ASGN APPROVED	EFF 09/01/16;	
12/27/2016	974	AUTOMATED RECORD VERIF	DME	
04/19/2017	246	LEASE COMMITTED TO CA	NMNM137577;	
04/19/2017	246	LEASE COMMITTED TO CA	NMNM137576;	
08/23/2017	658	MEMO OF 1ST PROD-ACTUAL	/2/NMNM137577;#704H	
08/23/2017	658	MEMO OF 1ST PROD-ACTUAL	/3/NMNM137576;#703H	
12/13/2017	643	PRODUCTION DETERMINATION	/2/	
12/13/2017	643	PRODUCTION DETERMINATION	/3/	
01/01/2018	246	LEASE COMMITTED TO CA	NMNM 139983;	
02/23/2018	140	ASGN FILED	MERCED GLEN/MECO IV;1	
03/14/2018	139	ASGN APPROVED	EFF 03/01/18;	
03/14/2018	974	AUTOMATED RECORD VERIF	RCC	
07/04/2018	658	MEMO OF 1ST PROD-ACTUAL	/4/NMNM139983;#708H	
11/26/2019	643	PRODUCTION DETERMINATION	/4/	

Line Number	Remark Text	Serial Number: NMNM-- 118726
0002	STIPULATIONS ATTACHED TO LEASE:	
	NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM	



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Line Number	Remark Text	Serial Number: NMNM-- 118726
0003	NM-11-LN SPECIAL CULTURAL RESOURCE	
0004	SENM-S-22 PRAIRIE CHICKENS	
0005	RECORD TITLE HOLDERS: (INTEREST ASGN)	
0006	T25S.,R33E., SEC.04: LOT 4	
0007	R&R ROYALTY LTD 1.00%	
0008	MECO IV LLC 99.00%	
0009	T25S.,R33E., SEC.05:LOTS 1-4,S2N2,S2	
0010	T25S.,R33E.,SEC. 09: ALL	
0011	EOG RESOURCES INC 99.00%	
0012	R&R ROYALTY LTD 1.00%	
0013	RENTAL PAID FROM 09/01/2014 THRU 08/31/2015	
0014	10/15/2015 - RENTAL PAID 09/01/2015 - 08/31/2016;	
0015	12/27/2016 R&R ROYALTY BONDED NMB000719 SW	

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<b>Production Summary Report</b> <b>API: 30-025-46211</b> <b>GETTY 5 FEDERAL COM #501H</b> <b>Printed On: Monday, June 28 2021</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[96682] TRISTE DRAW;BONE SPRING, EAST	Nov	8318	13422	20718	16	0	0	0	0	0
2020	[96682] TRISTE DRAW;BONE SPRING, EAST	Dec	15072	23322	29337	31	0	0	0	0	0
2021	[96682] TRISTE DRAW;BONE SPRING, EAST	Jan	13288	23628	25465	31	0	0	0	0	0
2021	[96682] TRISTE DRAW;BONE SPRING, EAST	Feb	11952	19161	21835	28	0	0	0	0	0
2021	[96682] TRISTE DRAW;BONE SPRING, EAST	Mar	12223	18175	22403	31	0	0	0	0	0
2021	[96682] TRISTE DRAW;BONE SPRING, EAST	Apr	10862	17500	23092	30	0	0	0	0	0

<b>Production Summary Report</b> <b>API: 30-025-46212</b> <b>GETTY 5 FEDERAL COM #502H</b> <b>Printed On: Monday, June 28 2021</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[96682] TRISTE DRAW;BONE SPRING, EAST	Nov	7824	14419	30140	16	0	0	0	0	0
2020	[96682] TRISTE DRAW;BONE SPRING, EAST	Dec	17898	30055	43721	31	0	0	0	0	0
2021	[96682] TRISTE DRAW;BONE SPRING, EAST	Jan	13257	19941	31822	31	0	0	0	0	0
2021	[96682] TRISTE DRAW;BONE SPRING, EAST	Feb	12129	17903	24542	28	0	0	0	0	0
2021	[96682] TRISTE DRAW;BONE SPRING, EAST	Mar	12523	19384	23368	31	0	0	0	0	0
2021	[96682] TRISTE DRAW;BONE SPRING, EAST	Apr	11843	22063	23473	30	0	0	0	0	0

<b>Production Summary Report</b> <b>API: 30-025-46213</b> <b>GETTY 5 FEDERAL COM #503H</b> <b>Printed On: Monday, June 28 2021</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[96682] TRISTE DRAW;BONE SPRING, EAST	Nov	4753	8834	28338	15	0	0	0	0	0
2020	[96682] TRISTE DRAW;BONE SPRING, EAST	Dec	13357	21184	45730	31	0	0	0	0	0
2021	[96682] TRISTE DRAW;BONE SPRING, EAST	Jan	11489	16641	30890	31	0	0	0	0	0
2021	[96682] TRISTE DRAW;BONE SPRING, EAST	Feb	11751	17817	25340	28	0	0	0	0	0
2021	[96682] TRISTE DRAW;BONE SPRING, EAST	Mar	12208	20976	24375	31	0	0	0	0	0
2021	[96682] TRISTE DRAW;BONE SPRING, EAST	Apr	10544	22809	24263	30	0	0	0	0	0

<b>Production Summary Report</b> <b>API: 30-025-46214</b> <b>GETTY 5 FEDERAL COM #504H</b> <b>Printed On: Monday, June 28 2021</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[96682] TRISTE DRAW;BONE SPRING, EAST	Nov	6602	12645	44155	15	0	0	0	0	0
2020	[96682] TRISTE DRAW;BONE SPRING, EAST	Dec	16132	29890	64720	31	0	0	0	0	0
2021	[96682] TRISTE DRAW;BONE SPRING, EAST	Jan	11679	19899	44610	31	0	0	0	0	0
2021	[96682] TRISTE DRAW;BONE SPRING, EAST	Feb	10734	16524	30980	28	0	0	0	0	0
2021	[96682] TRISTE DRAW;BONE SPRING, EAST	Mar	11353	18010	29231	31	0	0	0	0	0
2021	[96682] TRISTE DRAW;BONE SPRING, EAST	Apr	8139	14366	23502	30	0	0	0	0	0

<b>Production Summary Report</b> <b>API: 30-025-46215</b> <b>GETTY 5 FEDERAL COM #505H</b> <b>Printed On: Monday, June 28 2021</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[96682] TRISTE DRAW;BONE SPRING, EAST	Nov	5684	10989	38899	16	0	0	0	0	0
2020	[96682] TRISTE DRAW;BONE SPRING, EAST	Dec	14000	21442	47592	31	0	0	0	0	0
2021	[96682] TRISTE DRAW;BONE SPRING, EAST	Jan	11560	15770	32558	31	0	0	0	0	0
2021	[96682] TRISTE DRAW;BONE SPRING, EAST	Feb	11051	15447	25046	28	0	0	0	0	0
2021	[96682] TRISTE DRAW;BONE SPRING, EAST	Mar	11531	17122	23488	31	0	0	0	0	0
2021	[96682] TRISTE DRAW;BONE SPRING, EAST	Apr	2096	231	14556	18	0	0	0	0	0

<b>Production Summary Report</b> <b>API: 30-025-46216</b> <b>GETTY 5 FEDERAL COM #506H</b> <b>Printed On: Monday, June 28 2021</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[96682] TRISTE DRAW;BONE SPRING, EAST	Nov	7173	14403	56665	15	0	0	0	0	0
2020	[96682] TRISTE DRAW;BONE SPRING, EAST	Dec	20412	36044	75613	31	0	0	0	0	0
2021	[96682] TRISTE DRAW;BONE SPRING, EAST	Jan	15001	22838	50845	31	0	0	0	0	0
2021	[96682] TRISTE DRAW;BONE SPRING, EAST	Feb	13494	21758	36284	28	0	0	0	0	0
2021	[96682] TRISTE DRAW;BONE SPRING, EAST	Mar	14492	21484	34716	31	0	0	0	0	0
2021	[96682] TRISTE DRAW;BONE SPRING, EAST	Apr	4438	6435	65586	18	0	0	0	0	0

<b>Production Summary Report</b> <b>API: 30-025-47146</b> <b>GETTY 5 FEDERAL COM #701H</b> <b>Printed On: Monday, June 28 2021</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Dec	30436	63551	42884	12	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Jan	61480	134489	69487	31	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Feb	32388	67913	33743	28	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Mar	26903	56755	27349	31	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Apr	22036	45876	22191	30	0	0	0	0	0

<b>Production Summary Report</b> <b>API: 30-025-47147</b> <b>GETTY 5 FEDERAL COM #702H</b> <b>Printed On: Monday, June 28 2021</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Dec	49524	98566	68289	14	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Jan	58077	121979	70280	31	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Feb	31206	67945	37957	28	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Mar	24999	54142	29184	31	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Apr	22766	50705	25646	30	0	0	0	0	0

<b>Production Summary Report</b> <b>API: 30-025-47148</b> <b>GETTY 5 FEDERAL COM #703H</b> <b>Printed On: Monday, June 28 2021</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Dec	43930	88507	72476	14	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Jan	50712	108087	70982	31	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Feb	26886	55701	37279	28	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Mar	22045	47456	31458	31	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Apr	18867	43921	27770	30	0	0	0	0	0

<b>Production Summary Report</b> <b>API: 30-025-47149</b> <b>GETTY 5 FEDERAL COM #704H</b> <b>Printed On: Monday, June 28 2021</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Dec	38897	78864	68869	14	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Jan	44920	99465	72104	31	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Feb	24017	53971	38463	28	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Mar	20102	45965	32414	31	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Apr	16521	41495	28231	30	0	0	0	0	0

<b>Production Summary Report</b> <b>API: 30-025-47271</b> <b>GETTY 5 FEDERAL COM #705H</b> <b>Printed On: Monday, June 28 2021</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Dec	43849	92934	82056	14	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Jan	55880	123198	82343	31	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Feb	24866	55835	37671	27	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Mar	23959	56775	36189	31	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Apr	19486	48608	30720	30	0	0	0	0	0

<b>Production Summary Report</b> <b>API: 30-025-47150</b> <b>GETTY 5 FEDERAL COM #706H</b> <b>Printed On: Monday, June 28 2021</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Dec	44490	87077	76766	14	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Jan	52467	117408	82498	31	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Feb	23616	53203	35796	27	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Mar	20750	47933	32617	31	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Apr	17548	44141	28498	30	0	0	0	0	0

<b>Production Summary Report</b> <b>API: 30-025-47151</b> <b>GETTY 5 FEDERAL COM #707H</b> <b>Printed On: Monday, June 28 2021</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Dec	44583	89068	67849	12	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Jan	64394	149152	91003	31	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Feb	32428	78002	46274	28	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Mar	21420	54492	33877	31	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Apr	19269	50733	30823	30	0	0	0	0	0

<b>Production Summary Report</b> <b>API: 30-025-47152</b> <b>GETTY 5 FEDERAL COM #708H</b> <b>Printed On: Monday, June 28 2021</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Dec	34619	75636	56981	12	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Jan	60602	143364	89611	31	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Feb	25918	60090	38485	26	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Mar	23286	57783	35679	31	0	0	0	0	0
2021	[98092] WC-025 G-09 S243336I;UPPER WOLFCAMP	Apr	18095	48049	30601	30	0	0	0	0	0



District I  
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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

<sup>1</sup> API Number 30-025-46211	<sup>2</sup> Pool Code 96682	<sup>3</sup> Pool Name TRISTE DRAW; BONE SPRING, EAST
<sup>4</sup> Property Code 325943	<sup>5</sup> Property Name GETTY 5 FED COM	<sup>6</sup> Well Number # 501H
<sup>7</sup> OGRID No. 7377	<sup>8</sup> Operator Name EOG RESOURCES, INC.	<sup>9</sup> Elevation 3438'

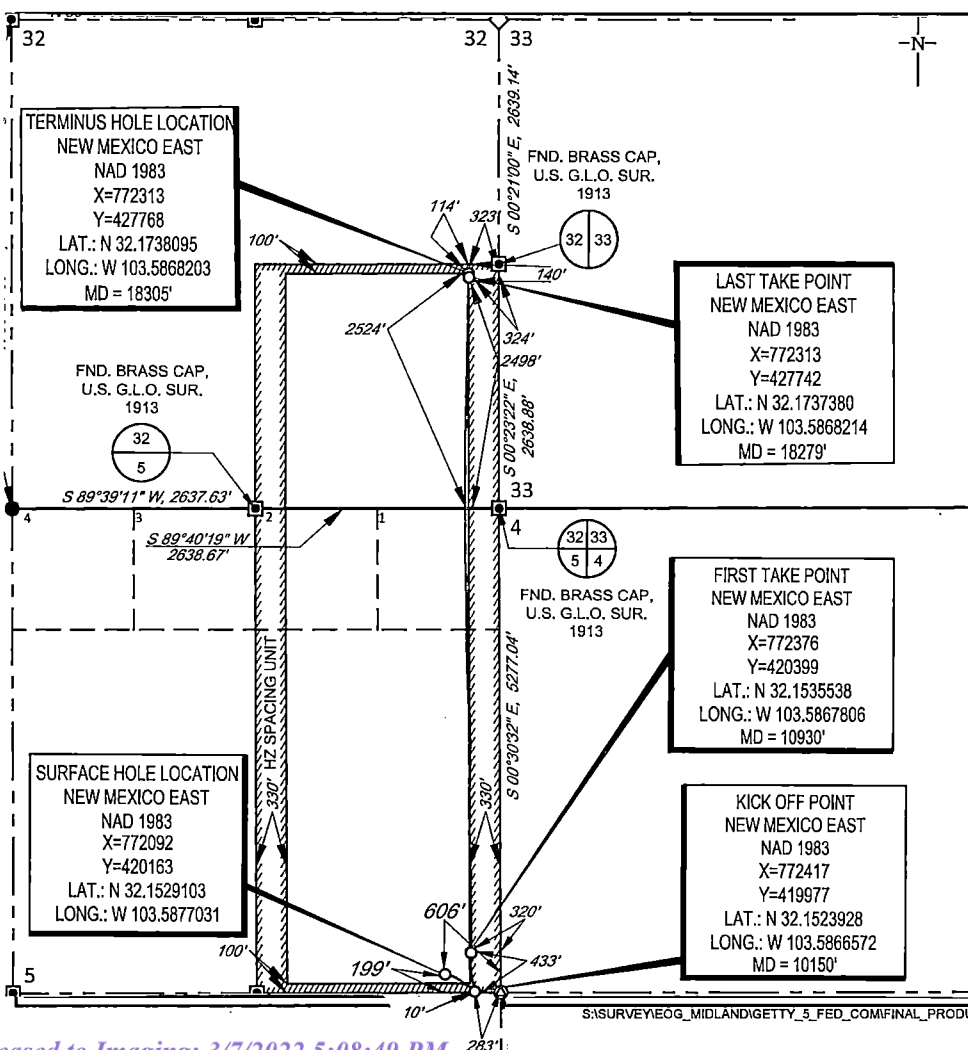
<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	5	25-S	33-E	-	199'	SOUTH	606'	EAST	LEA

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
I	32	24-S	33-E	-	2524'	SOUTH	323'	EAST	LEA

<sup>12</sup> Dedicated Acres 479.88	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> 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.

<sup>17</sup>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.

Kay Maddox 03/17/2020  
Signature Date

Kay Maddox  
Printed Name

Printed Name

Kay\_Maddox@eogresources.com  
E-mail Address

E-mail Address

<sup>18</sup>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.

12/15/2017  
Date of Survey

Signature and Seal of Professional Surveyor  
MICHAEL B. BROWN  
NEW MEXICO  
18329  
PROFESSIONAL SURVEYOR

Certificate Number

District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
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State of New Mexico  
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1220 South St. Francis Dr.  
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FORM C-102

Revised August 1, 2011

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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025- 46212	<sup>2</sup> Pool Code 96682	<sup>3</sup> Pool Name TRISTE DRAW, BONE SPRING, EAST
<sup>4</sup> Property Code 325.943	<sup>5</sup> Property Name GETTY 5 FED COM	<sup>6</sup> Well Number 502H
<sup>7</sup> GRID No. 7377	<sup>8</sup> Operator Name EOG RESOURCES, INC.	<sup>9</sup> Elevation 3438'

<sup>10</sup>Surface Location

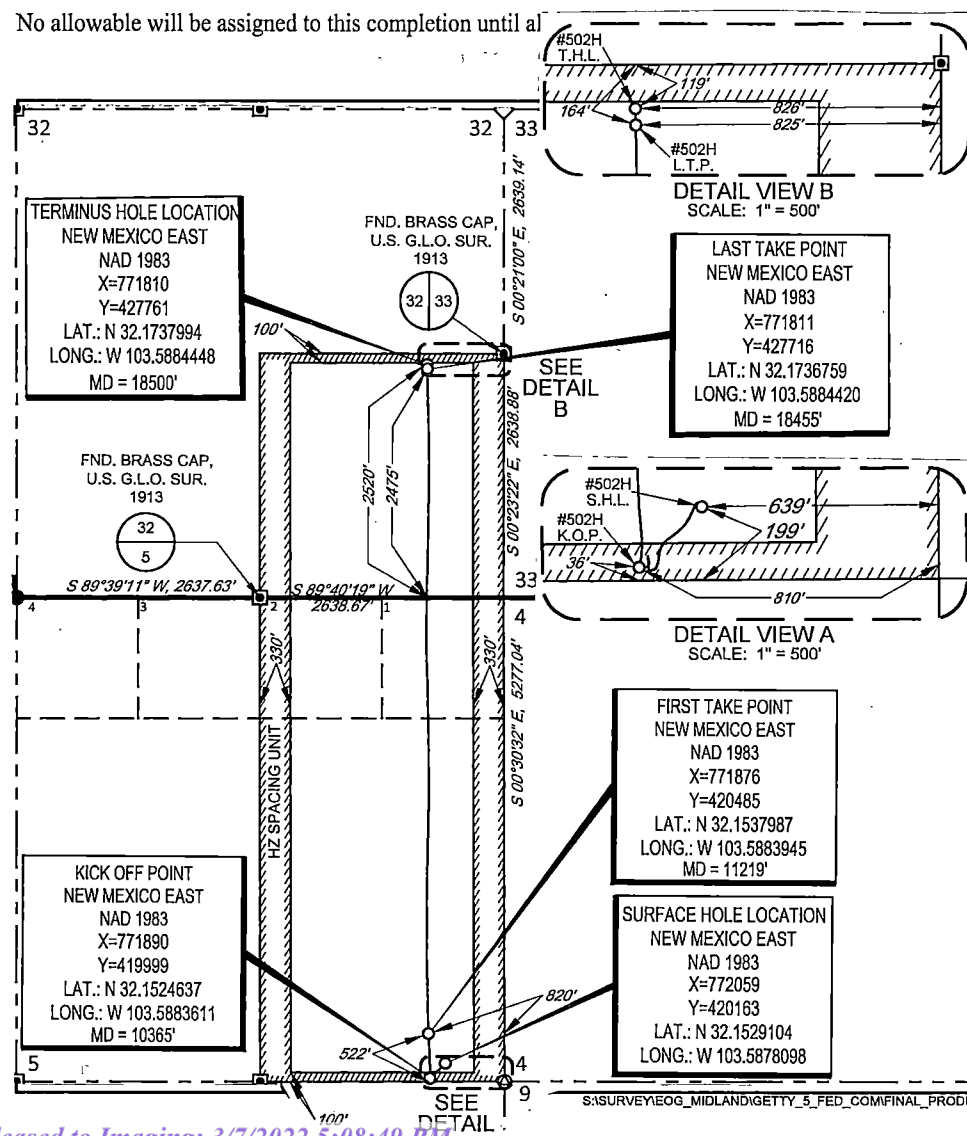
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	5	25-S	33-E	-	199'	SOUTH	639'	EAST	LEA

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
I	32	24-S	33-E	-	2520'	SOUTH	826'	EAST	LEA

<sup>12</sup> Dedicated Acres 479.88	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
---	-------------------------------	----------------------------------	-------------------------

No allowable will be assigned to this completion until a

standard unit has been approved by the division.

<sup>17</sup>OPERATOR CERTIFICATION

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*Kay Maddox* 3/18/20  
Signature Date

*KAY MADDOX*  
Printed Name

E-mail Address

<sup>18</sup>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.

12/15/2017

Date of Survey  
Signature and Seal of Professional Surveyor

*MICHAEL B. BROWN*  
NEW MEXICO  
18329  
PROFESSIONAL SURVEYOR  
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FORM C-102

Revised August 1, 2011

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☐ AMENDED REPORT

## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025 -46213</b>	<sup>2</sup> Pool Code <b>96682</b>	<sup>3</sup> Pool Name <b>TRISTE DRAW; BONE Spring, EAST</b>
<sup>4</sup> Property Code <b>325 943</b>	<sup>5</sup> Property Name <b>GETTY 5 FED COM</b>	
<sup>6</sup> OGRID No. <b>7377</b>	<sup>8</sup> Operator Name <b>EOG RESOURCES, INC.</b>	<sup>7</sup> Well Number <b>503H</b>
		<sup>9</sup> Elevation <b>3438'</b>

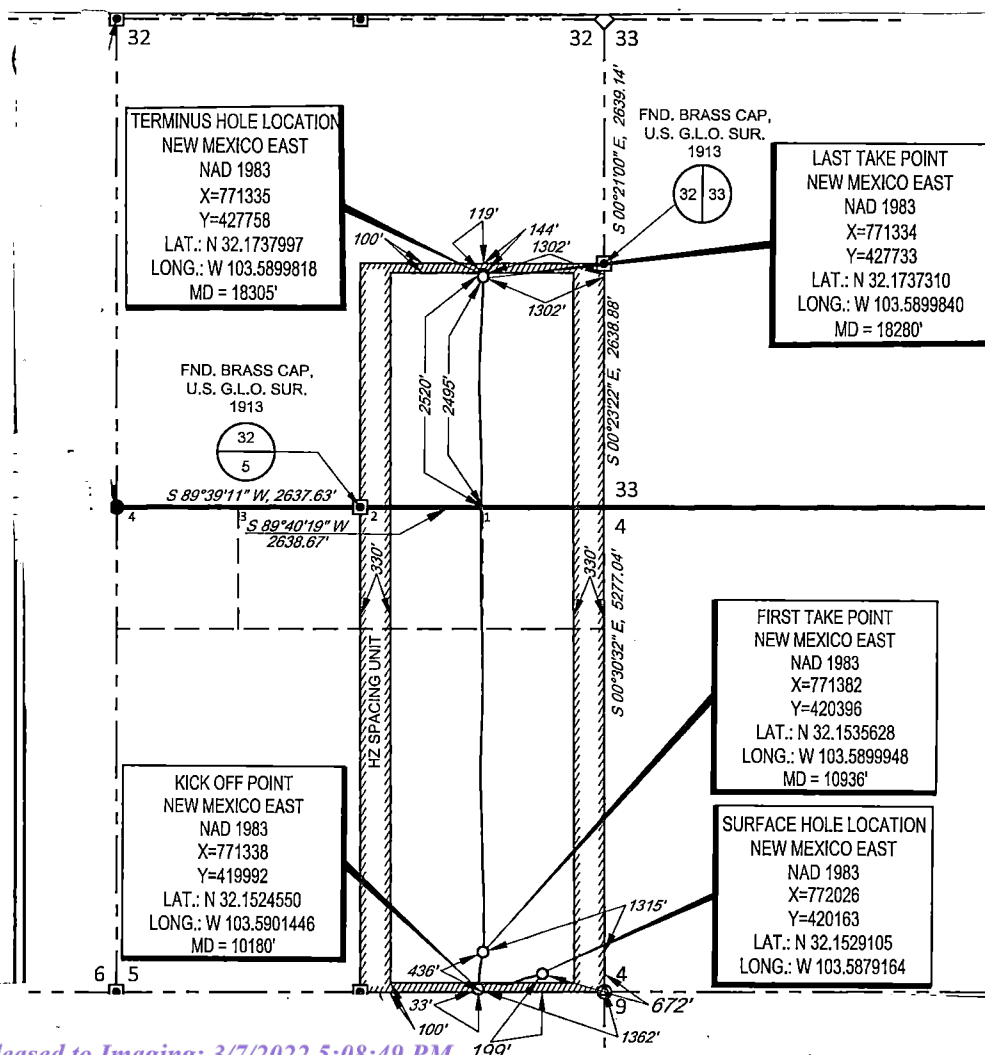
<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>P</b>	<b>5</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>199'</b>	<b>SOUTH</b>	<b>672'</b>	<b>EAST</b>	<b>LEA</b>

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>I</b>	<b>32</b>	<b>24-S</b>	<b>33-E</b>	<b>-</b>	<b>2520</b>	<b>SOUTH</b>	<b>1302'</b>	<b>EAST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>479.88</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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*Kay Maddox* 3/18/20  
Signature Date

**KAY MADDUX**

Printed Name

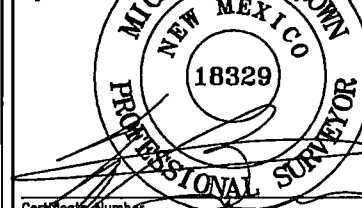
E-mail Address

<sup>18</sup>SURVEYOR CERTIFICATION

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12/15/2017

Date of Survey  
Signature and Seal of Professional Surveyor



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**District III**  
1000 Rio Brazos Road, Aztec, NM 87410  
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**District IV**  
1220 S. St. Francis Dr., Santa Fe, NM 87505  
Phone: (505) 476-3460 Fax: (505) 476-3462

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FORM C-102

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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025-46214</b>	<sup>2</sup> Pool Code <b>96682</b>	<sup>3</sup> Pool Name <b>TRISTE DRAW; BONE Spring, East</b>
<sup>4</sup> Property Code <b>325943</b>	<sup>5</sup> Property Name <b>GETTY 5 FED COM</b>	
<sup>6</sup> Well Number <b>50414</b>	<sup>7</sup> Elevation <b>3443'</b>	
<sup>8</sup> GRID No. <b>7377</b>	<sup>9</sup> Operator Name <b>EOG RESOURCES, INC.</b>	

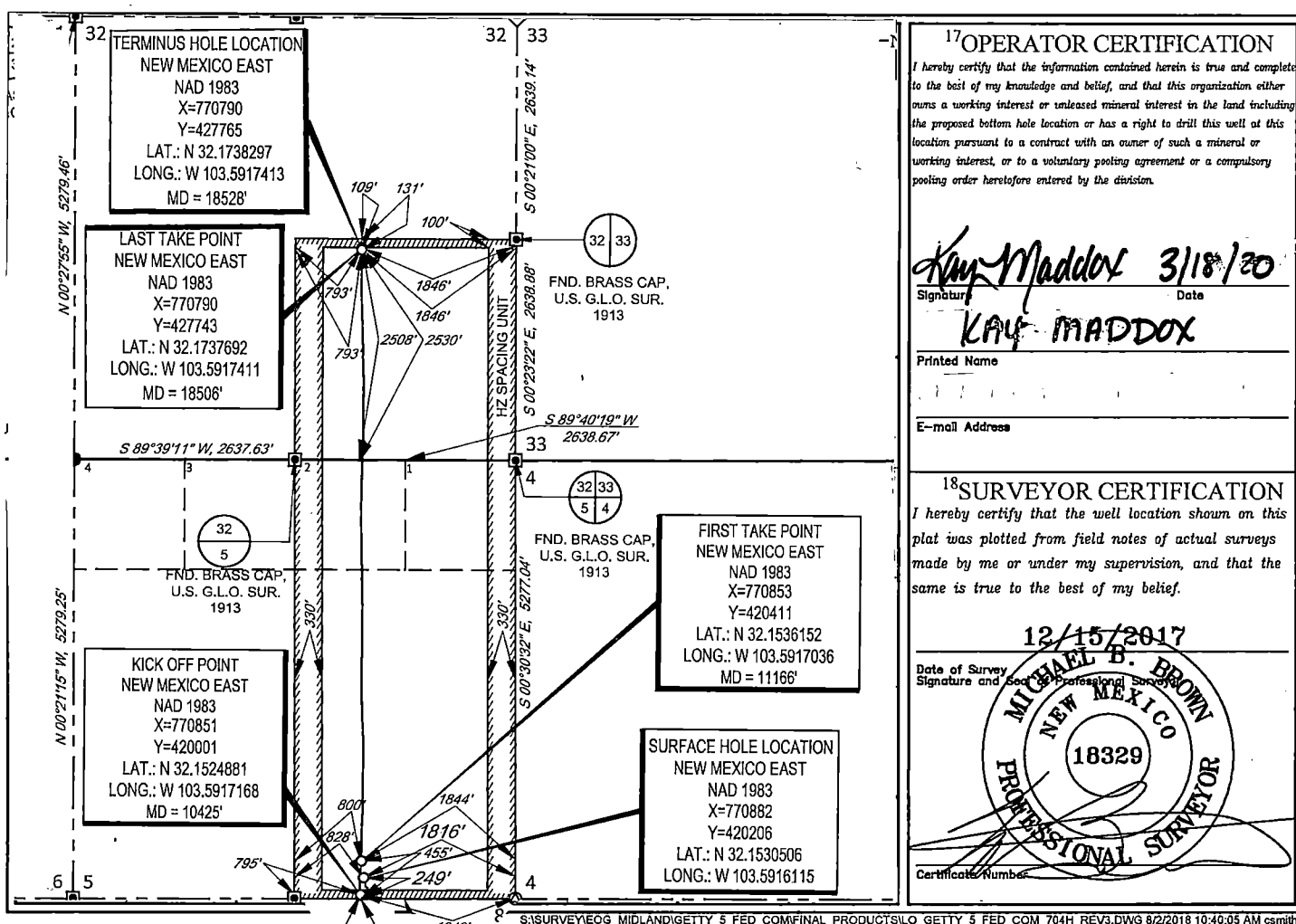
<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>0</b>	<b>5</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>249'</b>	<b>SOUTH</b>	<b>1816'</b>	<b>EAST</b>	<b>LEA</b>

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>J</b>	<b>32</b>	<b>24-S</b>	<b>33-E</b>	<b>-</b>	<b>2530</b>	<b>SOUTH</b>	<b>1846</b>	<b>EAST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>479.88</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> 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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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025 - 46215</b>	<sup>2</sup> Pool Code <b>96682</b>	<sup>3</sup> Pool Name <b>TRISTE DRAW; BONE SPRING, EAST</b>
<sup>4</sup> Property Code <b>325943</b>	<sup>5</sup> Property Name <b>GETTY 5 FED COM</b>	
<sup>6</sup> Well Number <b>505 H</b>	<sup>7</sup> Elevation <b>3444'</b>	
<sup>8</sup> OGRID No. <b>7377</b>	<sup>9</sup> Operator Name <b>EOG RESOURCES, INC.</b>	

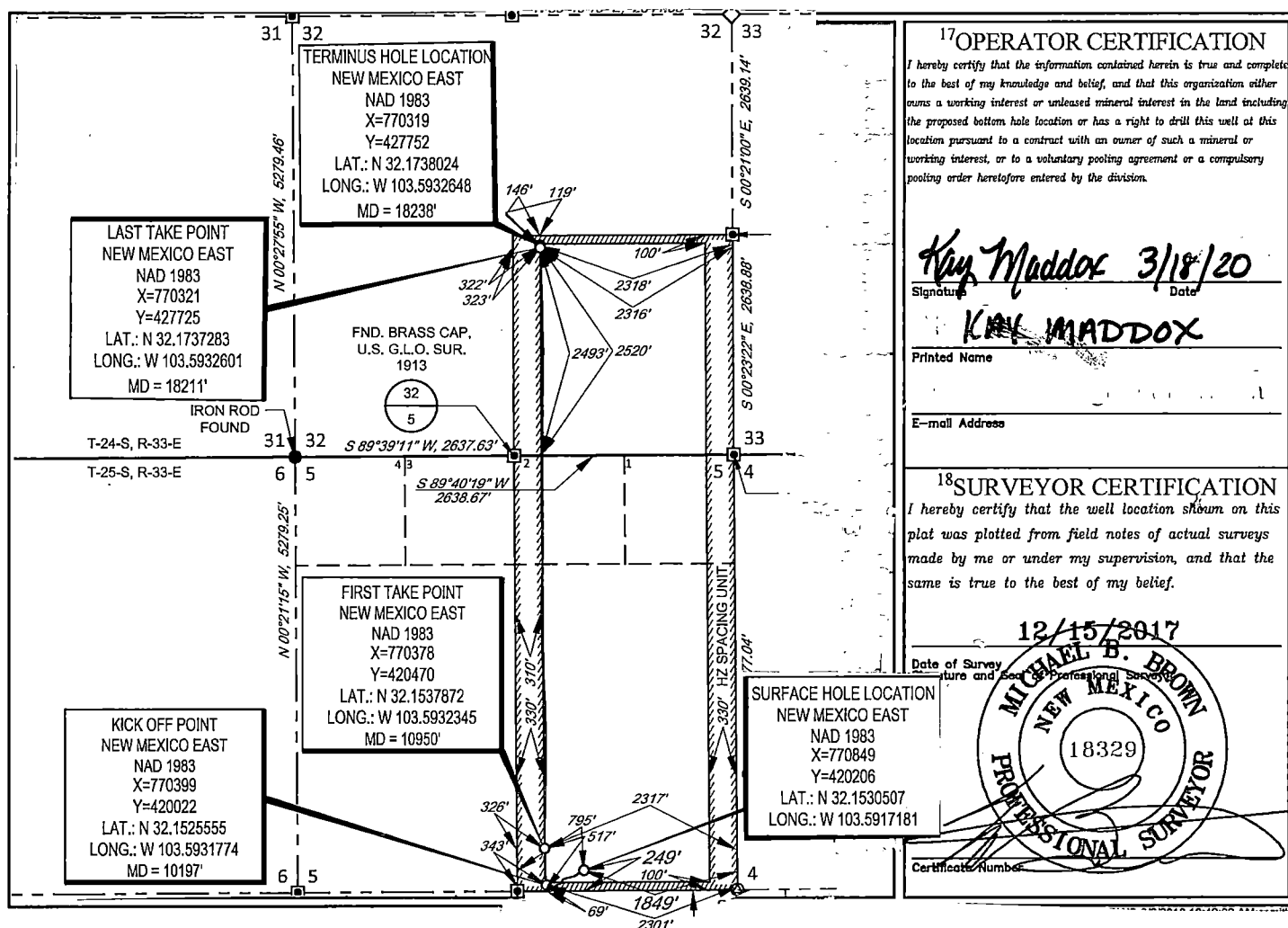
<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>0</b>	<b>5</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>249'</b>	<b>SOUTH</b>	<b>1849'</b>	<b>EAST</b>	<b>LEA</b>

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>J</b>	<b>32</b>	<b>24-S</b>	<b>33-E</b>	<b>-</b>	<b>2520</b>	<b>SOUTH</b>	<b>2318'</b>	<b>EAST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>479.88</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025-46216	<sup>2</sup> Pool Code 96682	<sup>3</sup> Pool Name TRISTE DRAW; BONE Spring, EAST
<sup>4</sup> Property Code 325943	<sup>5</sup> Property Name GETTY 5 FED COM	<sup>6</sup> Well Number 506 H
<sup>7</sup> GRID No. 7377	<sup>8</sup> Operator Name EOG RESOURCES, INC.	<sup>9</sup> Elevation 3444'

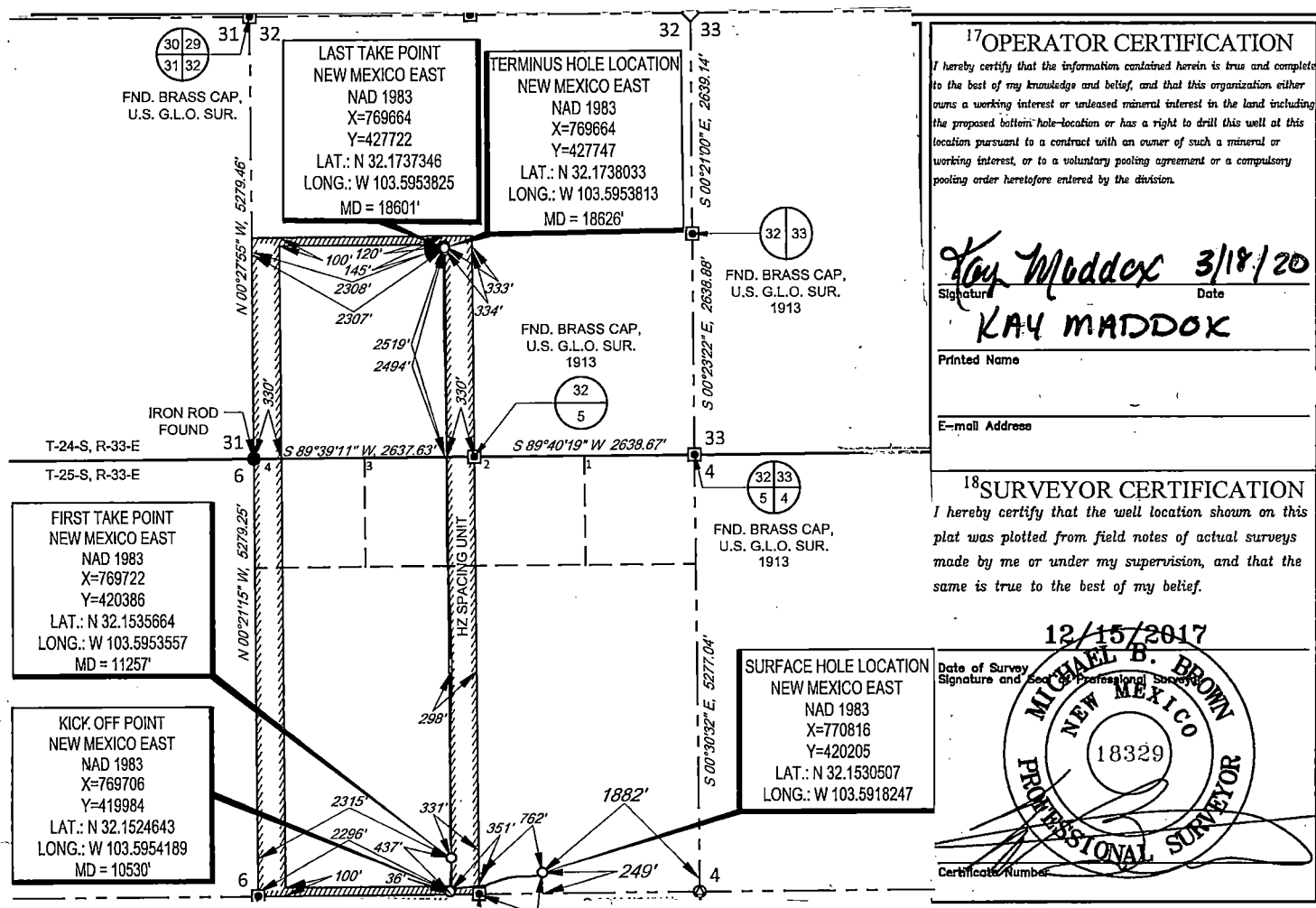
## <sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	5	25-S	33-E	—	249'	SOUTH	1882'	EAST	LEA

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
J	32	24-S	33-E	-	2519'	SOUTH	2308'	WEST	LEA

<sup>12</sup> Dedicated Acres <b>479.88</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025-30-025-47664</b>		<sup>2</sup> Pool Code <b>96682</b>	<sup>3</sup> Pool Name <b>TRISTE DRAW; BONE SPRING, EAST</b>
<sup>4</sup> Property Code <b>[325943]</b>	<sup>5</sup> Property Name <b>GETTY 5 FED COM</b>		<sup>6</sup> Well Number <b>507H</b>
<sup>7</sup> OGRID No. <b>7377</b>	<sup>8</sup> Operator Name <b>EOG RESOURCES, INC.</b>		<sup>9</sup> Elevation <b>3457'</b>

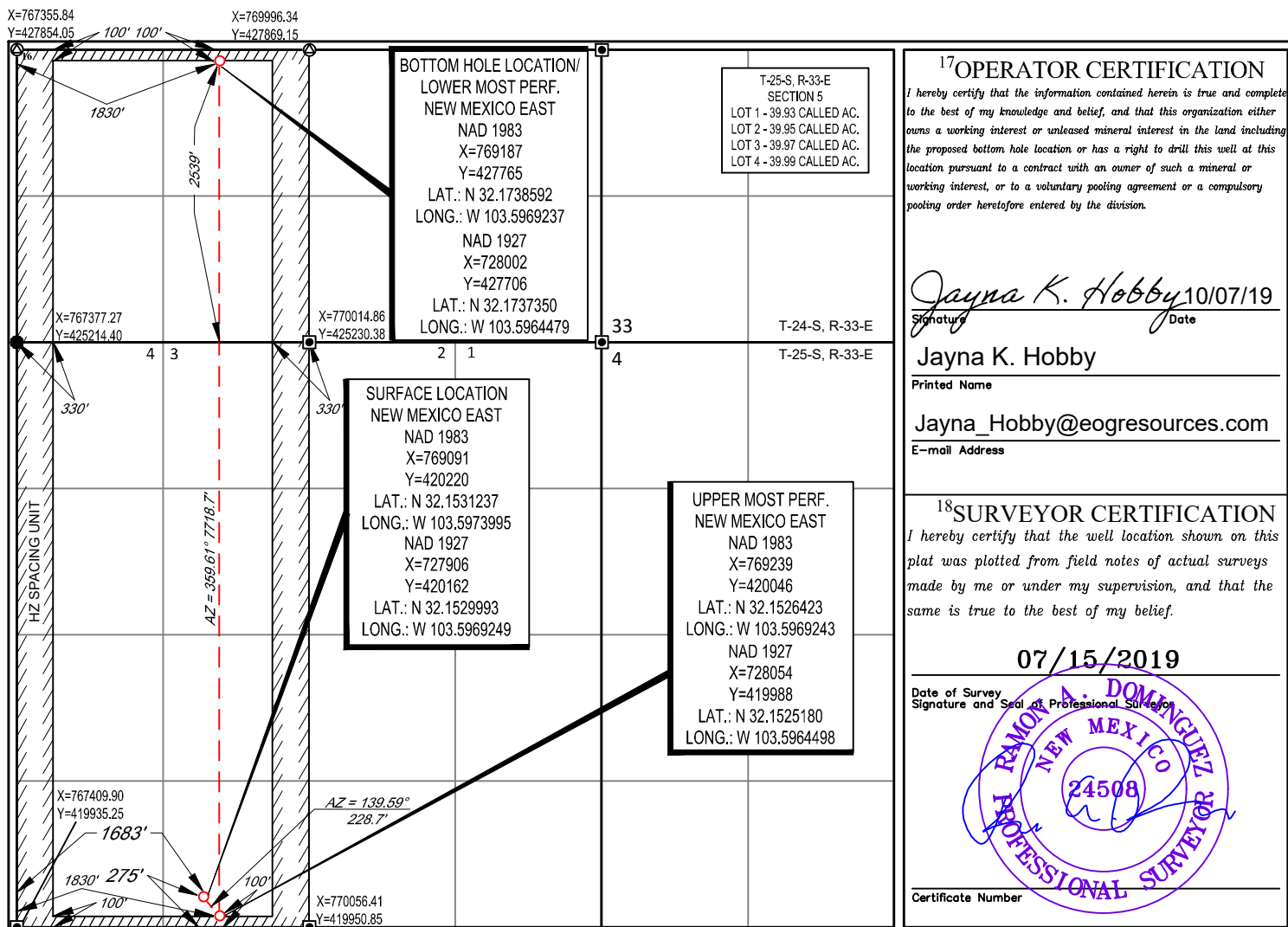
<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>N</b>	<b>5</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>275'</b>	<b>SOUTH</b>	<b>1683'</b>	<b>WEST</b>	<b>LEA</b>

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>K</b>	<b>32</b>	<b>24-S</b>	<b>33-E</b>	<b>-</b>	<b>2539'</b>	<b>SOUTH</b>	<b>1830</b>	<b>WEST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>480.26</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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# WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025-47665</b>	<sup>2</sup> Pool Code 96682	<sup>3</sup> Pool Name TRISTE DRAW; BONE SPRING, EAST
<sup>4</sup> Property Code <b>[325943]</b>	<sup>5</sup> Property Name <b>GETTY 5 FED COM</b>	<sup>6</sup> Well Number <b>508H</b>
<sup>7</sup> GRID No. 7377	<sup>8</sup> Operator Name <b>EOG RESOURCES, INC.</b>	<sup>9</sup> Elevation <b>3457'</b>

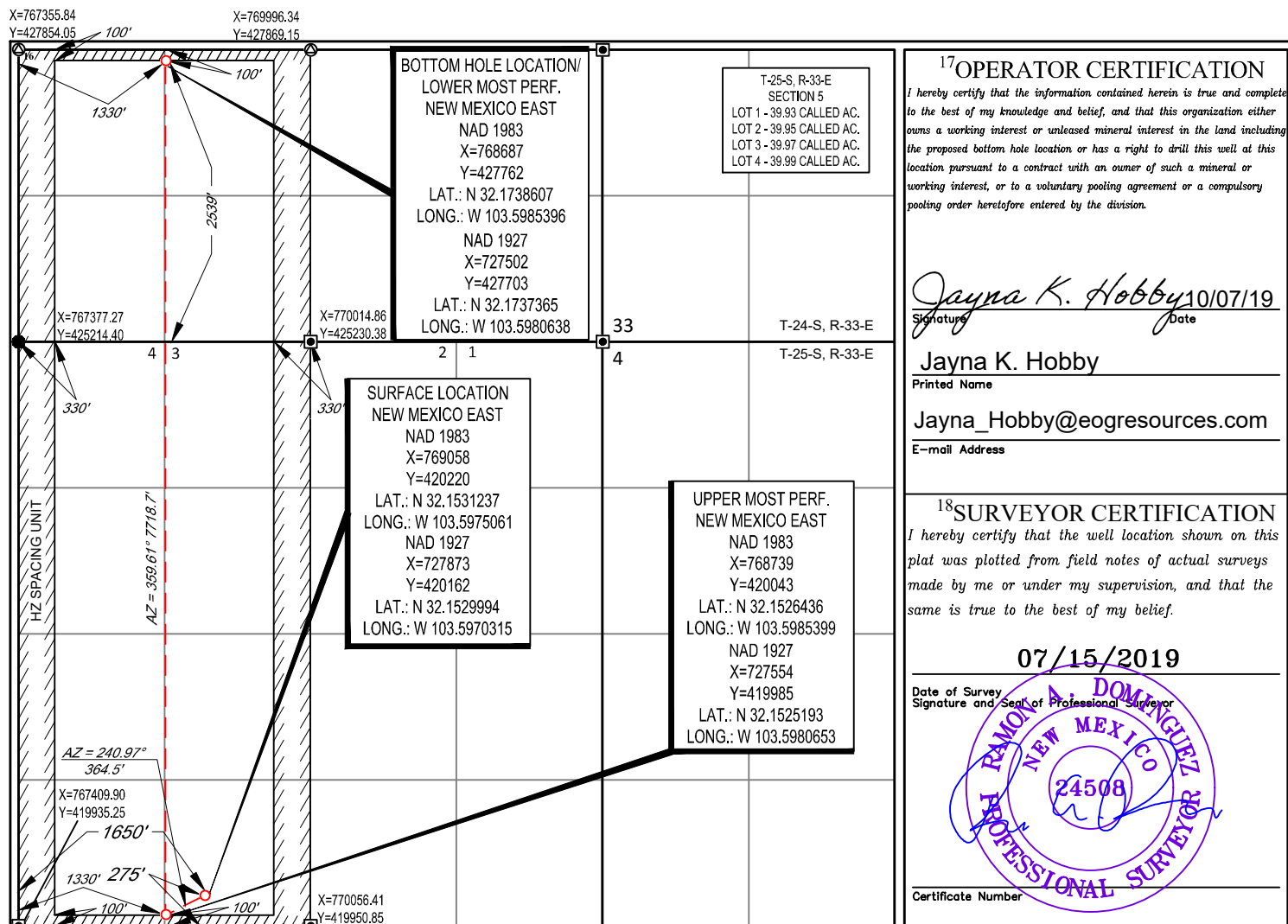
<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	5	25-S	33-E	—	275'	SOUTH	1650'	WEST	LEA

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
K	32	24-S	33-E	—	2539'	SOUTH	1330'	WEST	LEA

<sup>12</sup> Dedicated Acres <b>480.26</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025-30-025-47666</b>		<sup>2</sup> Pool Code <b>96682</b>	<sup>3</sup> Pool Name <b>TRISTE DRAW; BONE SPRING, EAST</b>
<sup>4</sup> Property Code <b>[325943]</b>	<sup>5</sup> Property Name <b>GETTY 5 FED COM</b>		<sup>6</sup> Well Number <b>509H</b>
<sup>7</sup> OGRID No. <b>7377</b>	<sup>8</sup> Operator Name <b>EOG RESOURCES, INC.</b>		<sup>9</sup> Elevation <b>3457'</b>

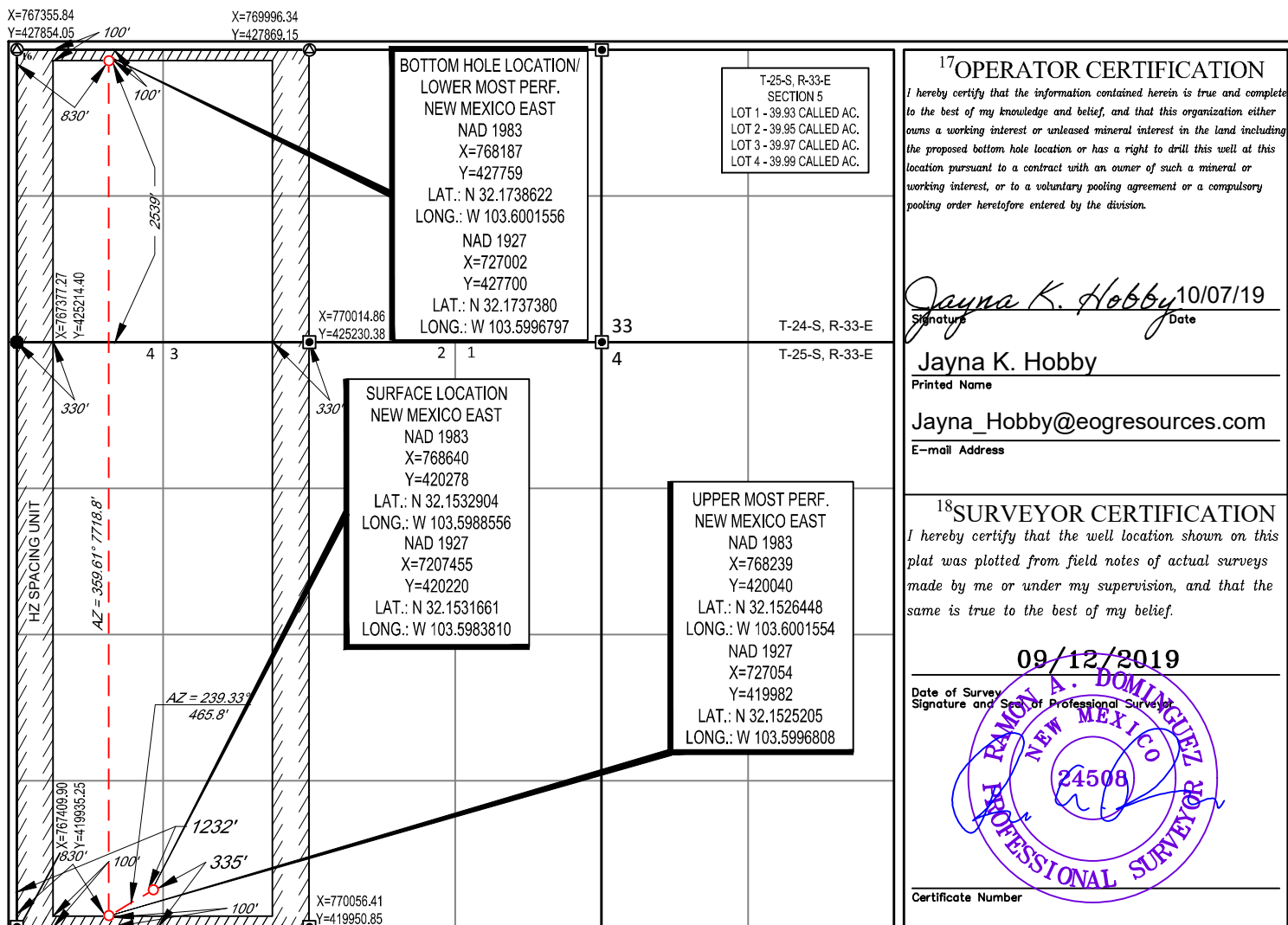
<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>M</b>	<b>5</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>335'</b>	<b>SOUTH</b>	<b>1232'</b>	<b>WEST</b>	<b>LEA</b>

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>L</b>	<b>32</b>	<b>24-S</b>	<b>33-E</b>	<b>-</b>	<b>2539'</b>	<b>SOUTH</b>	<b>830'</b>	<b>WEST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>480.26</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025-47667</b>		<sup>2</sup> Pool Code <b>96682</b>	<sup>3</sup> Pool Name <b>TRISTE DRAW; BONE SPRING, EAST</b>
<sup>4</sup> Property Code <b>325943</b>	<sup>5</sup> Property Name <b>GETTY 5 FED COM</b>		<sup>6</sup> Well Number <b>510H</b>
OGRID No. <b>7377</b>	<sup>8</sup> Operator Name <b>EOG RESOURCES, INC.</b>		<sup>9</sup> Elevation <b>3464'</b>

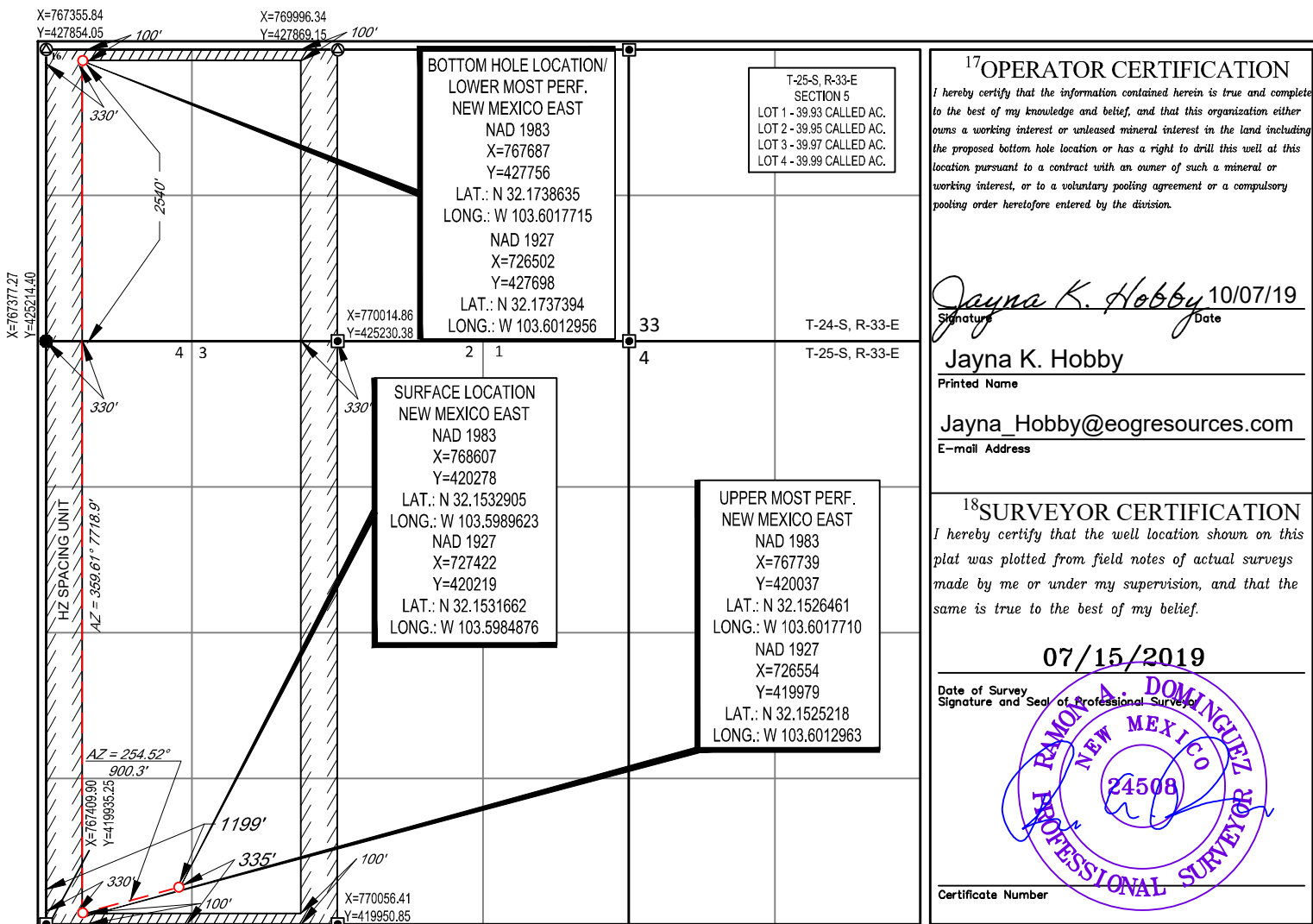
<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>M</b>	<b>5</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>335'</b>	<b>SOUTH</b>	<b>1199'</b>	<b>WEST</b>	<b>LEA</b>

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>L</b>	<b>32</b>	<b>24-S</b>	<b>33-E</b>	<b>-</b>	<b>2540'</b>	<b>SOUTH</b>	<b>330'</b>	<b>WEST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>480.26</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025-47146	<sup>2</sup> Pool Code 98180	<sup>3</sup> Pool Name WC-025 G-09 S253309A; Upper Wolfcamp
<sup>4</sup> Property Code	<sup>5</sup> Property Name GETTY 5 FED COM	<sup>6</sup> Well Number 701H
<sup>7</sup> OGRID No. 7377	<sup>8</sup> Operator Name EOG RESOURCES, INC.	<sup>9</sup> Elevation 3438'

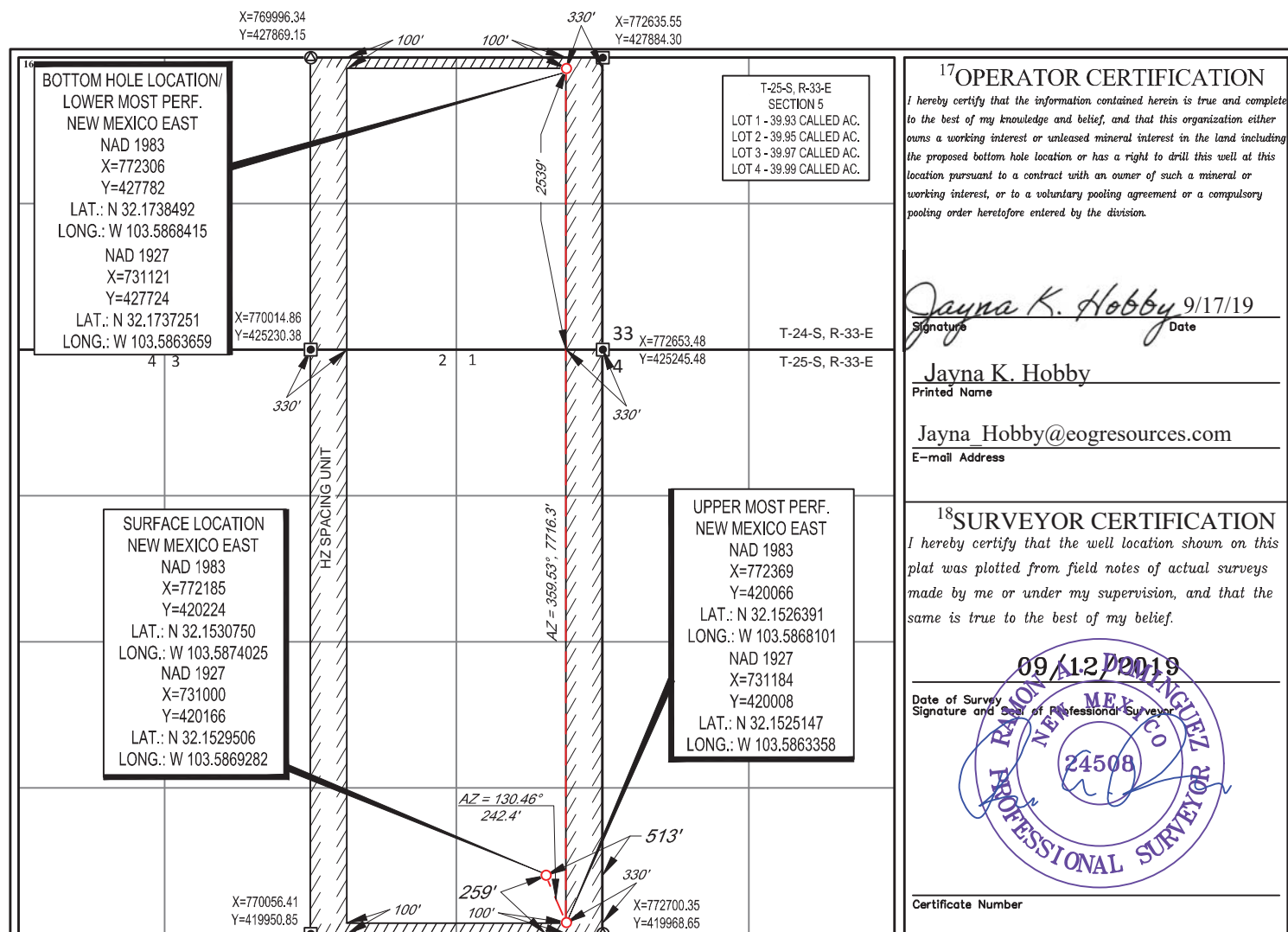
<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	5	25-S	33-E	-	259'	SOUTH	513'	EAST	LEA

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
I	32	24-S	33-E	-	2539'	SOUTH	330'	EAST	LEA

<sup>12</sup> Dedicated Acres 479.93	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025-47147	<sup>2</sup> Pool Code 98180	<sup>3</sup> Pool Name WC-025 G-09 S253309A; Upper Wolfcamp
<sup>4</sup> Property Code	<sup>5</sup> Property Name GETTY 5 FED COM	
<sup>7</sup> OGRID No. 7377	<sup>8</sup> Operator Name EOG RESOURCES, INC.	<sup>6</sup> Well Number 702H  <sup>9</sup> Elevation 3438'

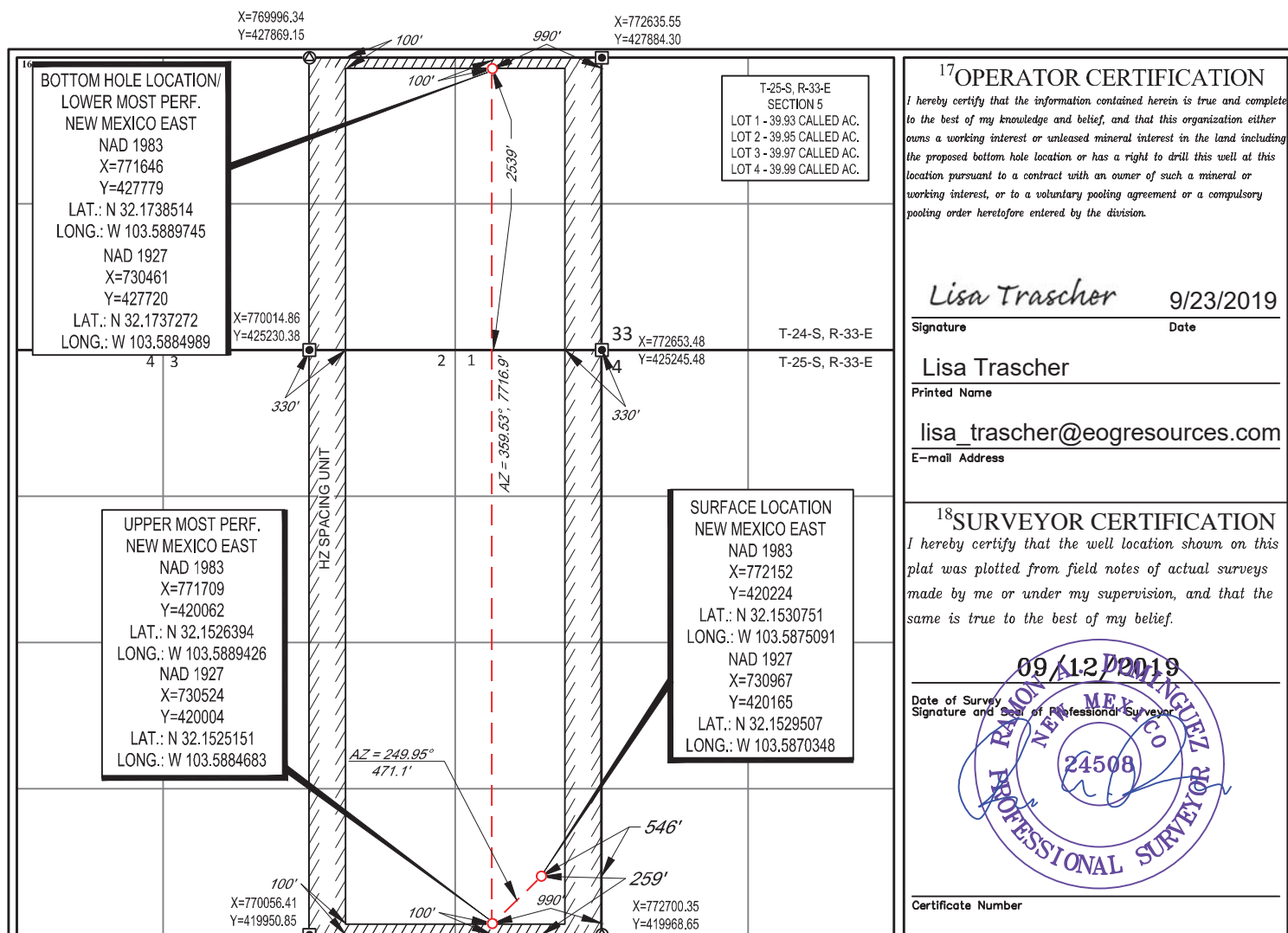
<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	5	25-S	33-E	-	259'	SOUTH	546'	EAST	LEA

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
I	32	24-S	33-E	-	2539'	SOUTH	990'	EAST	LEA

<sup>12</sup> Dedicated Acres 479.93	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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## WELL LOCATION AND ACREAGE DEDICATION PLAT

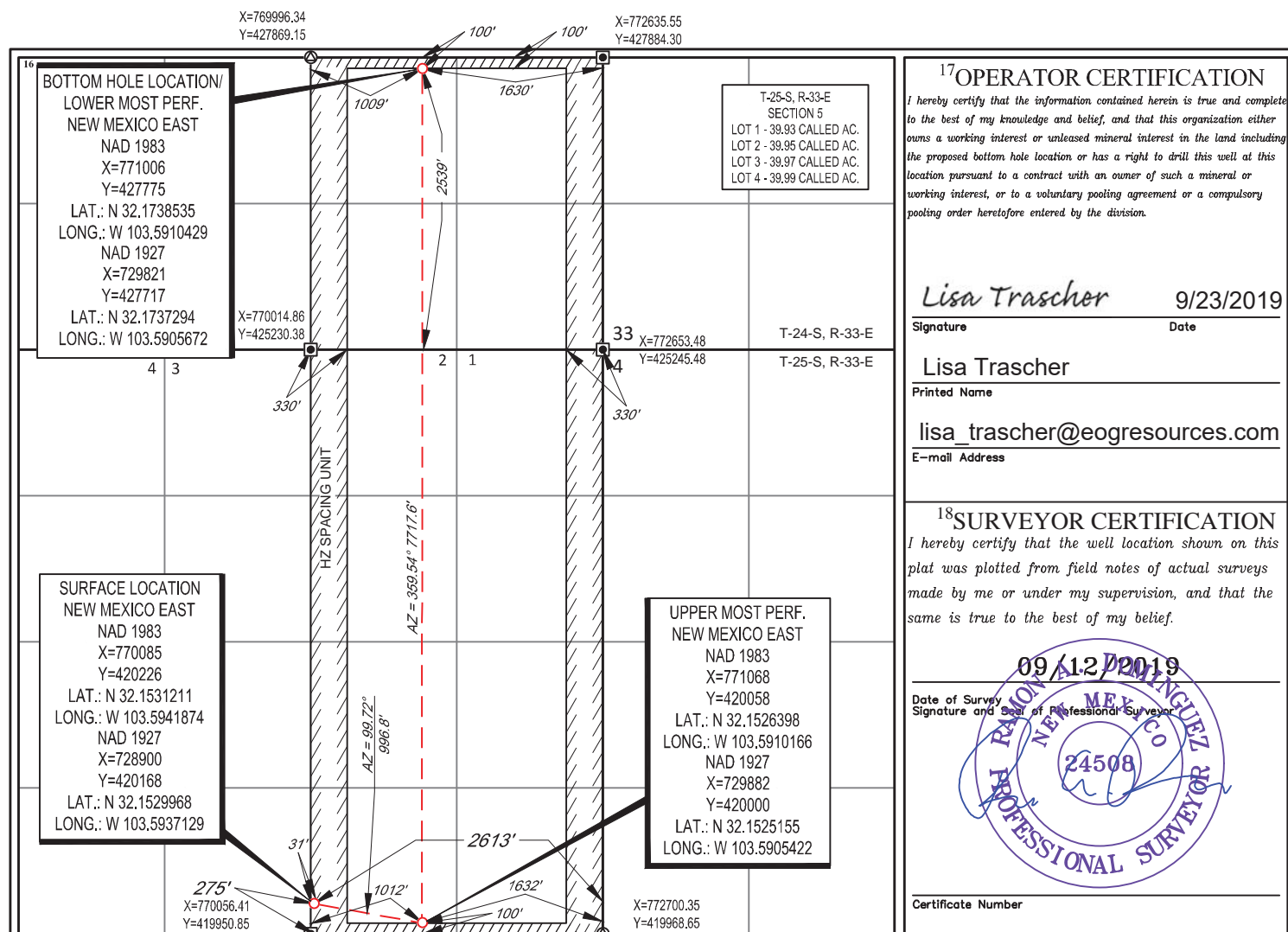
<sup>1</sup> API Number 30-025-47148	<sup>2</sup> Pool Code 98180	<sup>3</sup> Pool Name WC-025 G-09 S253309A; Upper Wolfcamp
<sup>4</sup> Property Code	<sup>5</sup> Property Name GETTY 5 FED COM	
<sup>6</sup> Well Number 703H		
<sup>7</sup> OGRID No. 7377	<sup>8</sup> Operator Name EOG RESOURCES, INC.	
	<sup>9</sup> Elevation 3446'	

<sup>10</sup> Surface Location									
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	5	25-S	33-E	—	275'	SOUTH	2613'	EAST	LEA

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
J	32	24-S	33-E	—	2539'	SOUTH	1630'	EAST	LEA

<sup>12</sup> Dedicated Acres <b>479.88</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> 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.



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

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

FORM C-102

Revised August 1, 2011

Submit one copy to appropriate

District Office

☐ AMENDED REPORT

## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025-47149	<sup>2</sup> Pool Code 98180	<sup>3</sup> Pool Name WC-025 G-09 S253309A; Upper Wolfcamp
<sup>4</sup> Property Code	<sup>5</sup> Property Name GETTY 5 FED COM	<sup>6</sup> Well Number 704H
<sup>7</sup> OGRID No. 7377	<sup>8</sup> Operator Name EOG RESOURCES, INC.	<sup>9</sup> Elevation 3447'

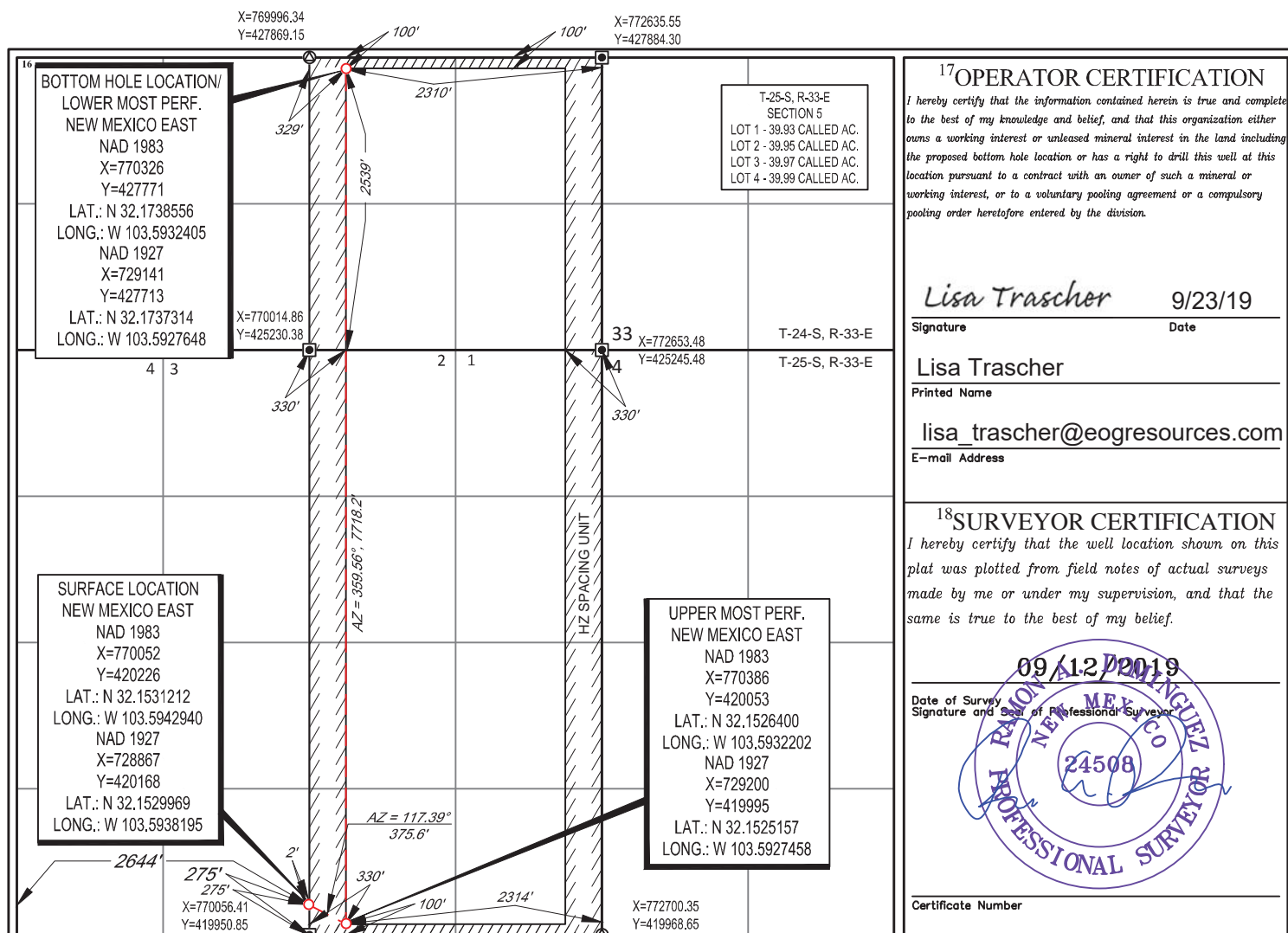
<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	5	25-S	33-E	-	275'	SOUTH	2644'	WEST	LEA

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
J	32	24-S	33-E	-	2539'	SOUTH	2310'	EAST	LEA

<sup>12</sup> Dedicated Acres 479.88	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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☐ AMENDED REPORT

## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025-47271	<sup>2</sup> Pool Code 98180	<sup>3</sup> Pool Name WC-025 G-09 S253309A; Upper Wolfcamp
<sup>4</sup> Property Code	<sup>5</sup> Property Name GETTY 5 FED COM	<sup>6</sup> Well Number 705H
<sup>7</sup> OGRID No. 7377	<sup>8</sup> Operator Name EOG RESOURCES, INC.	<sup>9</sup> Elevation 3447'

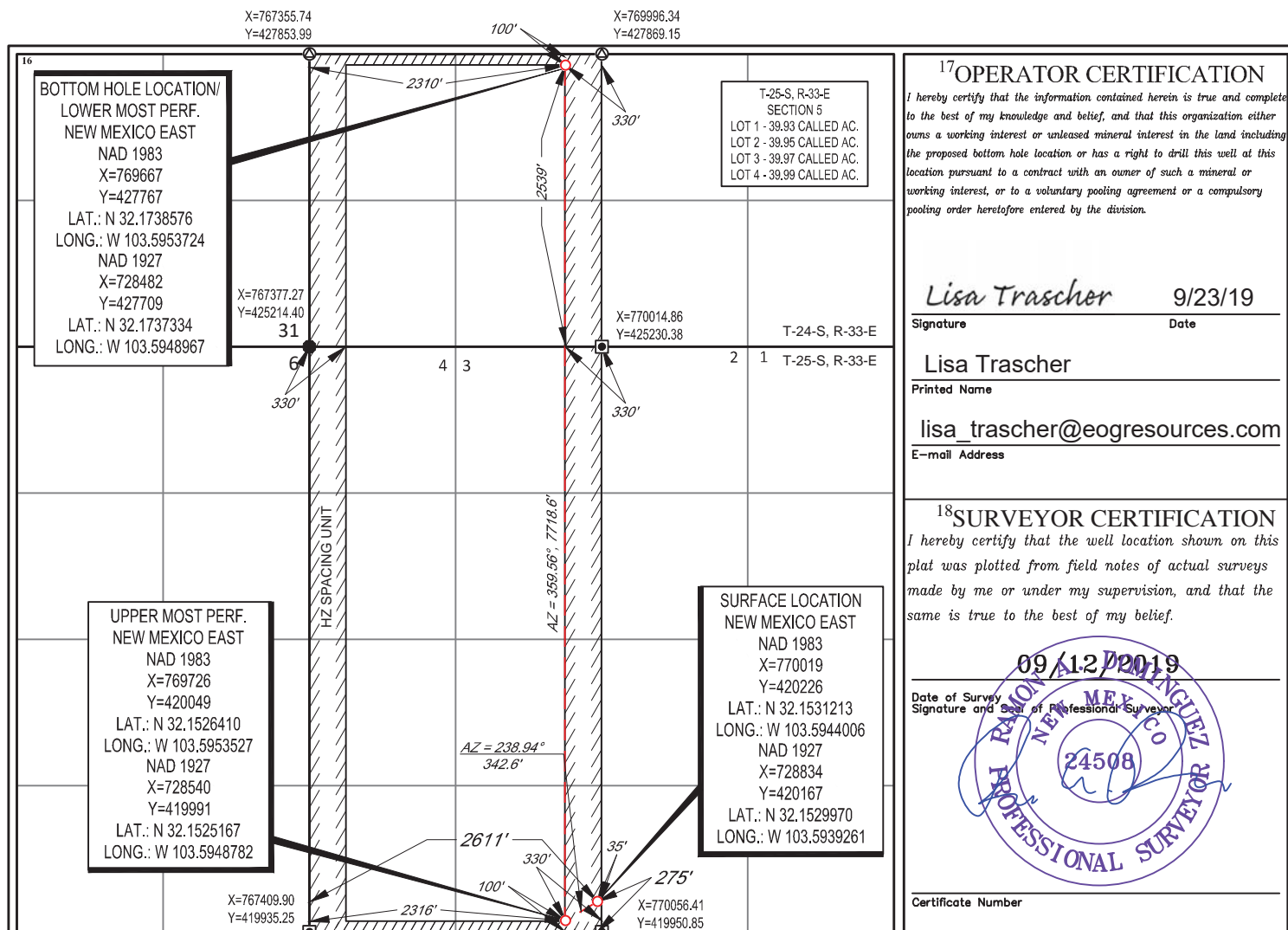
<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	5	25-S	33-E	-	275'	SOUTH	2611'	WEST	LEA

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
K	32	24-S	33-E	-	2539'	SOUTH	2310'	WEST	LEA

<sup>12</sup> Dedicated Acres 479.88	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
---	-------------------------------	----------------------------------	-------------------------

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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

<sup>1</sup> API Number 30-025-47150	<sup>2</sup> Pool Code 98180	<sup>3</sup> Pool Name WC-025 G-09 S253309A; Upper Wolfcamp
<sup>4</sup> Property Code	<sup>5</sup> Property Name <b>GETTY 5 FED COM</b>	
	<sup>6</sup> Well Number <b>706H</b>	
<sup>7</sup> OGRID No. 7377	<sup>8</sup> Operator Name <b>EOG RESOURCES, INC.</b>	
	<sup>9</sup> Elevation <b>3465'</b>	

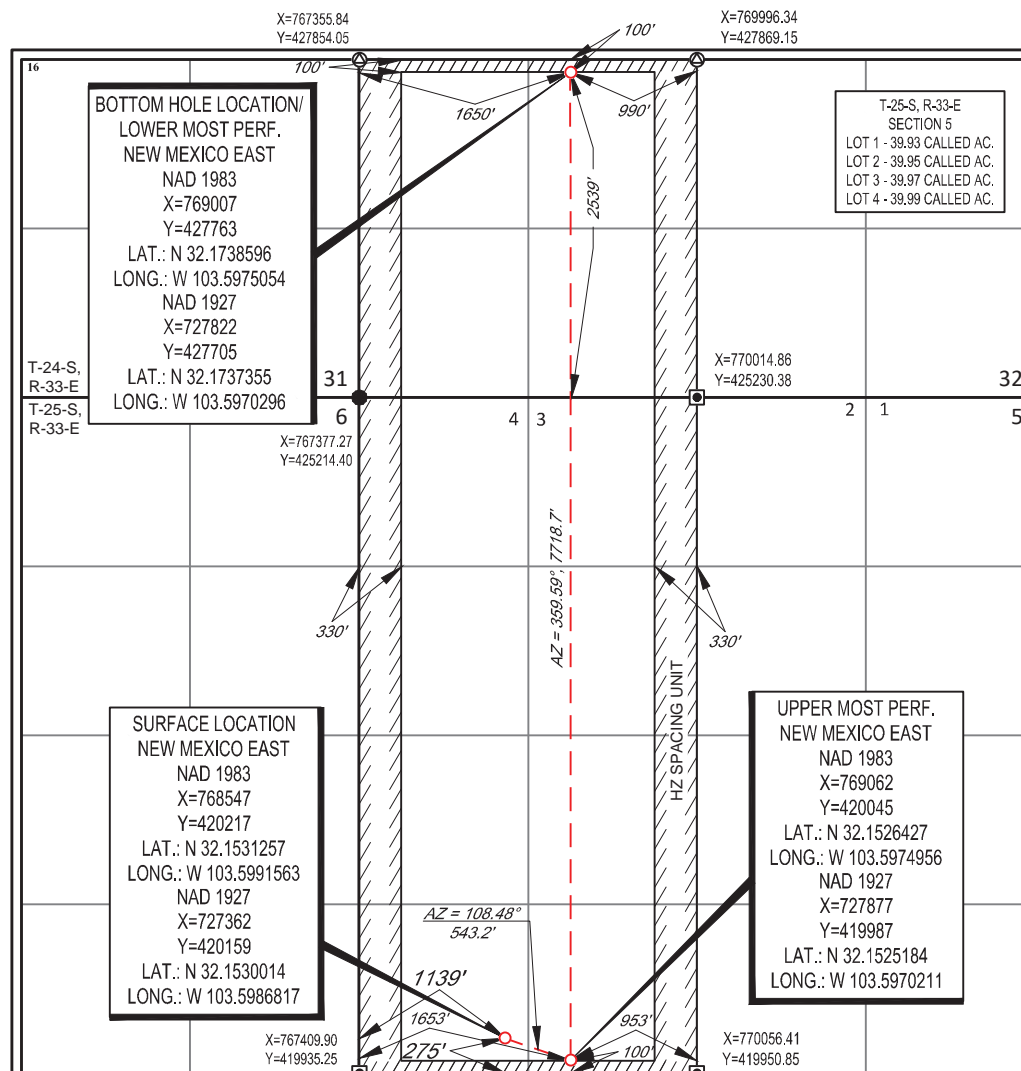
<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>M</b>	<b>5</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>275'</b>	<b>SOUTH</b>	<b>1139'</b>	<b>WEST</b>	<b>LEA</b>

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
K	32	24-S	33-E	—	2539'	SOUTH	1650'	WEST	LEA

<sup>12</sup> Dedicated Acres 480.26	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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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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<sup>17</sup>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.

Lisa Trascher 9/23/19

Signature	Date
-----------	------

Lisa Trascher

Printed Name \_\_\_\_\_

lisa\_trascher@eogresources.com

---

E-mail Address

## 18 SURVEYOR CERTIFICATION

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

~~07/15/2019~~

Date of Survey \_\_\_\_\_  
Signature and Seal of Professional Surveyor \_\_\_\_\_

Certificate Number

District I  
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Phone: (575) 393-6161 Fax: (575) 393-0720  
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OIL CONSERVATION DIVISION  
1220 South St. Francis Dr.  
Santa Fe, NM 87505

FORM C-102

Revised August 1, 2011

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District Office

☐ AMENDED REPORT

## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025-47151	<sup>2</sup> Pool Code 98180	<sup>3</sup> Pool Name WC-025 G-09 S243309A; Upper Wolfcamp
<sup>4</sup> Property Code	<sup>5</sup> Property Name GETTY 5 FED COM	<sup>6</sup> Well Number 707H
<sup>7</sup> OGRID No. 7377	<sup>8</sup> Operator Name EOG RESOURCES, INC.	<sup>9</sup> Elevation 3465'

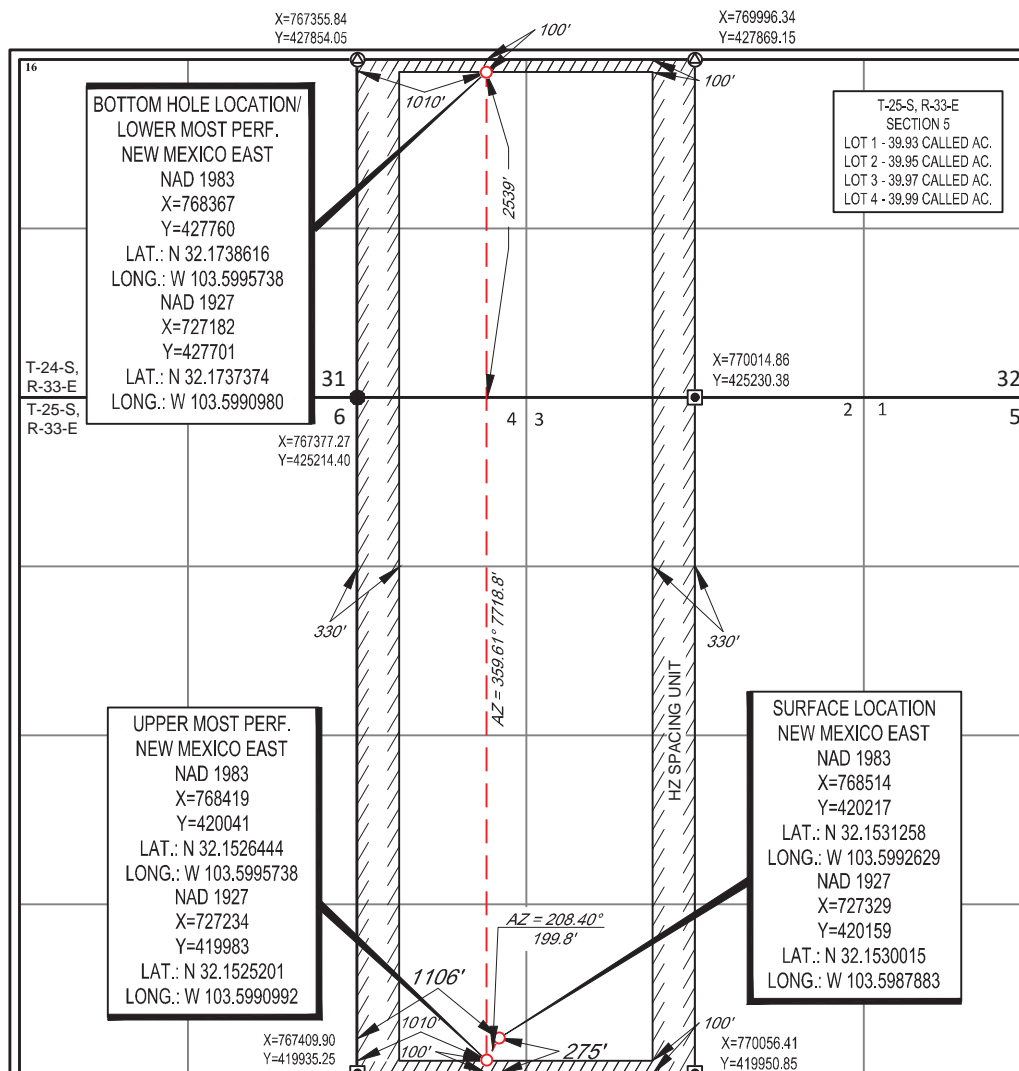
<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	5	25-S	33-E	-	275'	SOUTH	1106'	WEST	LEA

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
L	32	24-S	33-E	-	2539'	SOUTH	1010'	WEST	LEA

<sup>12</sup> Dedicated Acres 480.26	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> 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.

<sup>17</sup>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.

*Lisa Trascher* 9/23/19  
Signature Date

Lisa Trascher  
Printed Name  
lisa\_trascher@eogresources.com  
E-mail Address

<sup>18</sup>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.

07/15/2019  
Date of Survey  
Signature and Seal of Professional Surveyor  
24508  
Certificate Number

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FORM C-102

Revised August 1, 2011

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District Office

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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025-47152	<sup>2</sup> Pool Code 98180	<sup>3</sup> Pool Name WC-025 G-09 S253309A; Upper Wolfcamp
<sup>4</sup> Property Code	<sup>5</sup> Property Name GETTY 5 FED COM	<sup>6</sup> Well Number 708H
<sup>7</sup> OGRID No. 7377	<sup>8</sup> Operator Name EOG RESOURCES, INC.	<sup>9</sup> Elevation 3465'

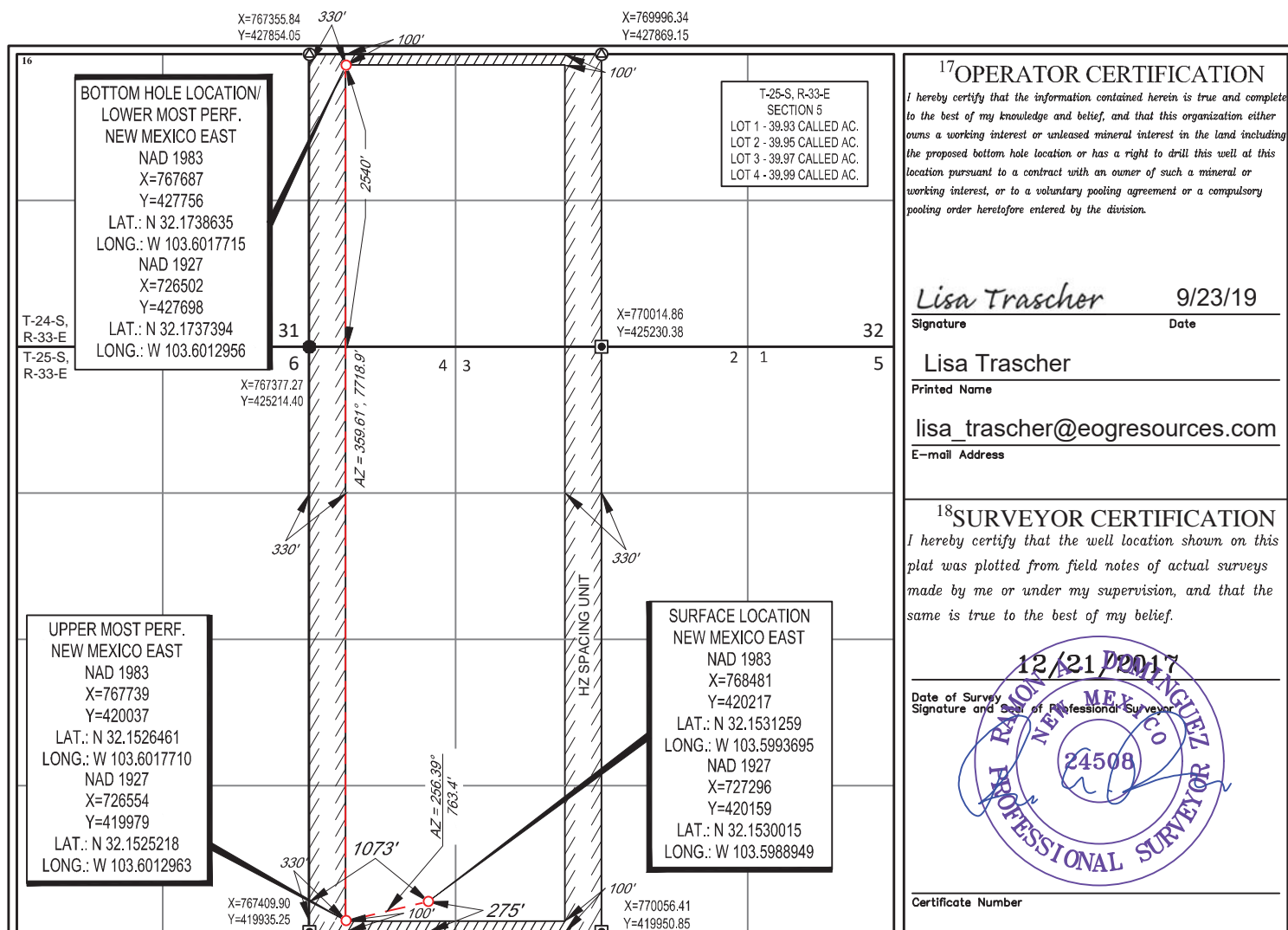
<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	5	25-S	33-E	-	275'	SOUTH	1073'	WEST	LEA

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
L	32	24-S	33-E	-	2540'	SOUTH	330'	WEST	LEA

<sup>12</sup> Dedicated Acres 480.26	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> 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.



## Federal Communitization Agreement

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the 1st day of December, 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 24 South, Range 33 East, Lea County New Mexico, N.M.P.M**

**Section 32: SE/4**

**Township 25 South, Range 33 East, Lea County New Mexico, N.M.P.M**

**Section 5: E/2**

Containing **479.93** acres, and this agreement shall include only the **Wolfcamp Formation** underlying said lands and the oil, natural gas and associated liquid



hydrocarbons hereafter referred to as “communitized substances,” producible from such formations.

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 **December 1<sup>st</sup>, 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 2-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 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. Nondiscrimination. 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 (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, Record Title, & Working Interest Owner**

**EOG RESOURCES, INC.**

By: Matthew W. Smith  
Its: Agent and Attorney-in-Fact

Date: \_\_\_\_\_



## ACKNOWLEDGEMENT

STATE OF TEXAS           §  
                                     §  
COUNTY OF MIDLAND   §

On this\_\_\_\_day of \_\_\_\_\_, 2021, before me, a Notary Public for the State of Texas, personally appeared Matthew W. Smith, known to me to be the Agent & Attorney-In-Fact of EOG Resources, Inc., a Delaware corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**R&R Royalty Inc.**  
(Record Title)

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of R&R Royalty Inc., a \_\_\_\_\_ corporation, on behalf of said corporation.

(SEAL)

My Commission Expires

Notary Public

**LESSEES OF RECORD:**

**Mickey Resources, Inc.**  
(Record Title & Working Interest)

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Mickey Resources, Inc., a \_\_\_\_\_ corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**LESSEES OF RECORD:**

**Murchison Oil and Gas, Inc.**  
**(Working Interest)**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Murchison Oil and Gas, Inc., a \_\_\_\_\_ corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**LESSEES OF RECORD:**

**Accelerate Resources Corporation**  
**(Working Interest)**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Accelerate Resources Corporation, on behalf of said company.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**LESSEES OF RECORD:**

**Regions Energy II, LLC**  
**(Working Interest)**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Regions Energy II, LLC, a limited liability company, on behalf of said company.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**LESSEES OF RECORD:**

**Highland (Texas) Energy Company**  
**(Working Interest)**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Highland (Texas) Energy Company, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**LESSEES OF RECORD:**

**MEC Petroleum Corporation**  
**(Working Interest)**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of MEC Petroleum Corporation, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public



**LESSEES OF RECORD:**

**Unified Assets LTD**  
**(Working Interest)**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Unified Assets LTD, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**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)

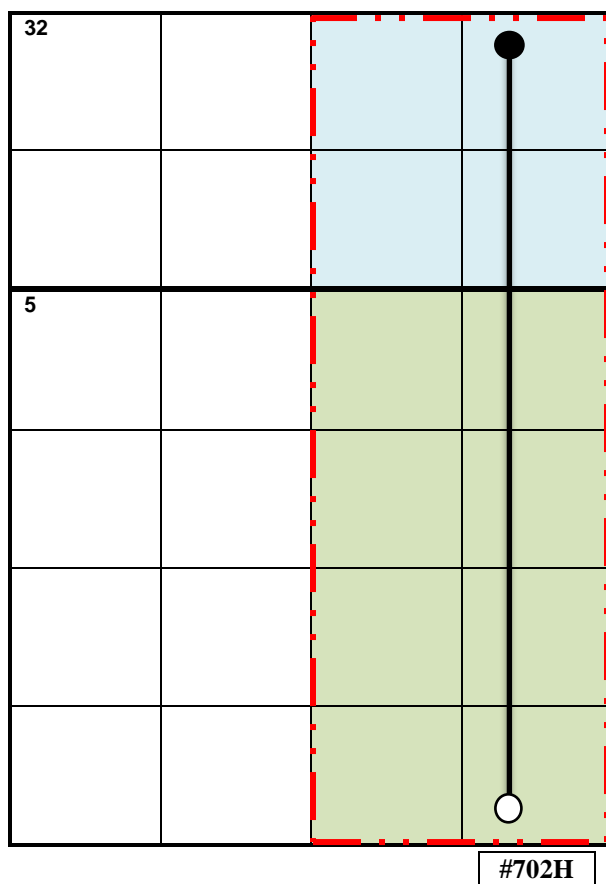
Printed: Matthew W. Smith






TITLE: Agent & Attorney-In-Fact

Phone number: (432) 686-3600

**Exhibit A**

To Communitization Agreement dated December 1, 2020 embracing the SE/4 of Section 32, Township 24 South, Range 33 East and the E/2 of Section 5, Township 25 South, Range 33 East, NMPM, Lea County, New Mexico.



-  Proposed communitized area
-  Surface hole location #702H – 259' FSL & 546' FEL Section 5, T25S, R33E
-  Bottom hole location #702H – 2539' FSL & 990' FEL Section 32, T24S, R33E
-  Tract 1: V0-7323-1
-  Tract 2: NMNM-118726

**Exhibit B**

To Communitization Agreement dated December 1, 2020 embracing the SE/4 of Section 32, Township 24 South, Range 33 East and the E/2 of Section 5, Township 25 South, Range 33 East, NMPM, Lea County, New Mexico.

**Operator of Communitized Area: EOG Resources, Inc.****TRACT NO. 1**

Lease Serial No.:	ST NM VO 7323-1	
Lease Date:	February 1, 2005	
Lease Term:	5 Years	
Lessor:	State of New Mexico	
Original Lessee:	Murchison Bone Springs Drilling Program 1, LLC	
Present Lessee:	Murchison Bone Springs Drilling Program 1, LLC	
Description of Lands Committed:	Insofar and only insofar as said lease covers the SE/4 of Section 32, T24S, R33E, N.M.P.M. Lea County, NM	
Number of Acres:	160.00	
Royalty Rate:	1/6 <sup>th</sup>	
Name and Percent WI Owners:	EOG Resources, Inc.	0.98071512
	Murchison Oil and Gas Inc	0.00595099
	Accelerate Resources Operating, LLC	0.00208368
	Regions Energy II, LLC	0.00208368
	Highland (Texas) Energy Company	0.00250042
	Mickey Resources, LLC	0.00333306
	Unified Assets, LTD.	0.00333306
Name and Percent ORRI Owners:	MEC Petroleum Corporation	0.00033333
	Saguaro Resources, Inc.	0.00083333
	Malaga Royalty, LLC	0.00479280
	Highland (Texas) Energy Company	0.01322667
	Tumbler Operating Partners, LLC	0.00457417
	Mineral Warehouse #1 LLC	0.00457417
	Malaga EF7, LLC	0.00720720
	Murchison Oil and Gas Inc.	0.00044625
	Tap Rock Resources, LLC	0.00480375
	Saguaro Resources, Inc.	0.00083333

**TRACT NO. 2**

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. & R&R Royalty LTD  
 Description of Lands Committed: Insofar and only insofar as said lease covers the E/2 of Section 5, T25S, R33E, N.M.P.M. Lea County, NM  
 Number of Acres: 319.93  
 Royalty Rate: 1/8<sup>th</sup>  
 Name and Percent WI Owners: EOG Resources, Inc. 0.99000000  
 Mickey Resources, Inc. 0.05000000  
 Unified Assets, LTD 0.05000000  
 Name and Percent ORRI Owners: Ahuja Children 2012 Long Term Trust 0.02500000  
 Unified Assets, Ltd. 0.02500000

**RECAPITULATION**

Tract Number	Number of Acres Committed	Percentage of Interest in the Communitized Area
1	160.00	33.338195%
2	319.93	66.661805%
<b>Total</b>	<b>479.93</b>	<b>100.000000%</b>

## Federal Communitization Agreement

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the 1st day of December, 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:

SW/4 of Section 32, Township 24 South, Range 33 East, and the E/2 of Section 5, Township 25 South, Range 33 East, NMPM, Lea County, New Mexico,

Containing **480.26** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formations.

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 **December 1<sup>st</sup>, 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 2-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 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. Nondiscrimination. 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 (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, Record Title & Working Interest**

**EOG RESOURCES, INC.**

By: \_\_\_\_\_  
Its: Matthew W. Smith  
Agent and Attorney in Fact

Date: \_\_\_\_\_

## ACKNOWLEDGEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF MIDLAND   §

On this\_\_\_\_day of \_\_\_\_\_, 2021, before me, a Notary Public for the State of Texas, personally appeared Matthew W. Smith, known to me to be the Agent & Attorney-In-Fact of EOG Resources, Inc., a Delaware corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**R&R Royalty Inc.**  
(Record Title)

Notary Public

**LESSEES OF RECORD:**

**Mickey Resources, Inc.**  
(Record Title & Working Interest)

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Mickey Resources, Inc., a \_\_\_\_\_ corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**LESSEES OF RECORD:**

**Murchison Oil and Gas, Inc.**  
**(Working Interest)**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Murchison Oil and Gas, Inc., a \_\_\_\_\_ corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**LESSEES OF RECORD:**

**Accelerate Resources Corporation**  
**(Working Interest)**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Accelerate Resources Corporation, on behalf of said company.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**LESSEES OF RECORD:**

**Regions Energy II, LLC**  
**(Working Interest)**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Regions Energy II, LLC, a limited liability company, on behalf of said company.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public



**LESSEES OF RECORD:**

**Highland (Texas) Energy Company**  
**(Working Interest)**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Highland (Texas) Energy Company, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**LESSEES OF RECORD:**

**MEC Petroleum Corporation**  
**(Working Interest)**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of MEC Petroleum Corporation, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**LESSEES OF RECORD:**

**Unified Assets LTD**  
**(Working Interest)**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Unified Assets LTD, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**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: Matthew W. Smith

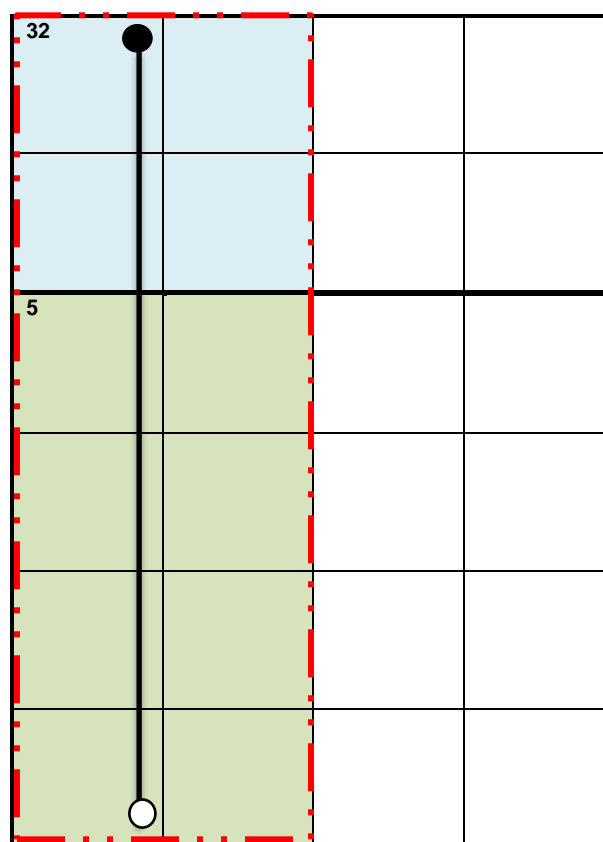
TITLE: Agent & Attorney-In-Fact


Phone number: (432) 686-3600


**EXHIBIT "A"**


Plat of communitized area covering 480.26 acres in SW/4 of Section 32, Township 24 South, Range 33 East and W/2 of Section 5, Township 25 South, Range 33 East, NMPM, Lea County, New Mexico, EOG Resources, Inc. Operator


Getty 5 Fed Com #707H




 Proposed communitized area

 Surface hole location - #707H - 275' FSL & 1106' FWL Section 5, T25S, R33E

 Bottom hole location #707H - 2539' FSL & 1010' FWL, Section 32, T24S, R33E

 Tract 1: V0-7323-1

 Tract 2: NMNM-118726

**EXHIBIT “B”**

To Communitization Agreement Dated December 1, 2020 embracing the following described land in SW/4 of Section 32, Township 24 South, Range 33 East and W/2 of Section 5, Township 25 South, Range 33 East, NMPM, Lea County, New Mexico

Operator of Communitized Area: EOG Resources, Inc.

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

Lease Serial Number:	ST NM VO 7302	
Lessor:	State of New Mexico	
Record Title Owner – Lessee:	EOG Resources, Inc.	100.000000%
Date of Lease:	February 1, 2005	
Description of Land Committed:	SW/4, Section 32, Township 24 S, Range 33E, NMPM, Lea County, NM	
Number of Acres:	160 acres	
Royalty Rate:	1/6	
Name of Working Interest Owners:	EOG Resources, Inc.	0.98071512
	Murchison Oil and Gas Inc	0.00595099
	Accelerate Resources Operating, LLC	0.00208368
	Regions Energy II, LLC	0.00208368
	Highland (Texas) Energy Company	0.00250042
	Mickey Resources, LLC	0.00333306
	Unified Assets, LTD.	0.00333306
Name and Percent ORRI Owners:	MEC Petroleum Corporation	0.00033333
	Saguaro Resources, Inc.	0.00083333
	Malaga Royalty, LLC	0.00479280
	Highland (Texas) Energy Company	0.01322667
	Tumbler Operating Partners, LLC	0.00457417
	Mineral Warehouse #1 LLC	0.00457417
	Malaga EF7, LLC	0.00720720
	Murchison Oil and Gas Inc.	0.00044625
	Tap Rock Resources, LLC	0.00480375
	Saguaro Resources, Inc.	0.00083333

Tract No. 2

Lease Serial Number:	NMNM 118726	
Lessor:	The United State Department of the Interior Bureau of Land Management	
Record Title Owner:	EOG Resources, Inc.	0.99000000%
	R&R Royalty, Inc.	0.01000000%
Date of Lease:	September 1, 2007	
Description of Land Committed:	W/2, Section 5, Township 25S, Range 33E, NMPM, Lea County, NM	
Number of Gross Acres:	320.26 Acres	
Royalty Rate:	12.5%	
Name of Working Interest Owners:	EOG Resources, Inc.	0.99000000
	Mickey Resources, Inc.	0.05000000
	Unified Assets, LTD	0.05000000
Name and Percent ORRI Owners:	Ahuja Children 2012 Long Term Trust	0.02500000
	Unified Assets, Ltd.	0.02500000

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	33.3153%
2	<u>320.26</u>	<u>66.6847%</u>
Total	480.26	100.0000%

## Federal Communitization Agreement

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the 1st day of January, 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 24 South, Range 33 East, Lea County New Mexico, N.M.P.M**

**Section 32: SE/4**

**Township 25 South, Range 33 East, Lea County New Mexico, N.M.P.M**

**Section 5: E/2**

Containing **479.93** acres, and this agreement shall include only the **Bone Spring** underlying said lands and the oil, natural gas and associated liquid hydrocarbons



hereafter referred to as “communitized substances,” producible from such formations.

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 **January 1<sup>st</sup>, 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 2-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 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. Nondiscrimination. 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 (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, Record Title, & Working Interest Owner**

**EOG RESOURCES, INC.**

By: \_\_\_\_\_  
Matthew W. Smith  
Its: Agent and Attorney-in-Fact

Date: \_\_\_\_\_

## ACKNOWLEDGEMENT

STATE OF TEXAS           §  
                                     §  
COUNTY OF MIDLAND   §

On this\_\_\_\_day of \_\_\_\_\_, 2021, before me, a Notary Public for the State of Texas, personally appeared Matthew W. Smith, known to me to be the Agent & Attorney-In-Fact of EOG Resources, Inc., a Delaware corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**R&R Royalty Inc.**  
(Record Title)

Notary Public

**LESSEES OF RECORD:**

**Mickey Resources, Inc.**  
(Record Title & Working Interest)

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Mickey Resources, Inc., a \_\_\_\_\_ corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**LESSEES OF RECORD:**

**Murchison Oil and Gas, Inc.**  
**(Working Interest)**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Murchison Oil and Gas, Inc., a \_\_\_\_\_ corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public



**LESSEES OF RECORD:**

**Accelerate Resources Corporation**  
**(Working Interest)**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Accelerate Resources Corporation, on behalf of said company.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**LESSEES OF RECORD:**

**Regions Energy II, LLC**  
**(Working Interest)**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Regions Energy II, LLC, a limited liability company, on behalf of said company.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**LESSEES OF RECORD:**

**Highland (Texas) Energy Company**  
**(Working Interest)**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Highland (Texas) Energy Company, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**LESSEES OF RECORD:**

**MEC Petroleum Corporation**  
**(Working Interest)**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of MEC Petroleum Corporation, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**LESSEES OF RECORD:**

**Unified Assets LTD**  
**(Working Interest)**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Unified Assets LTD, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**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)

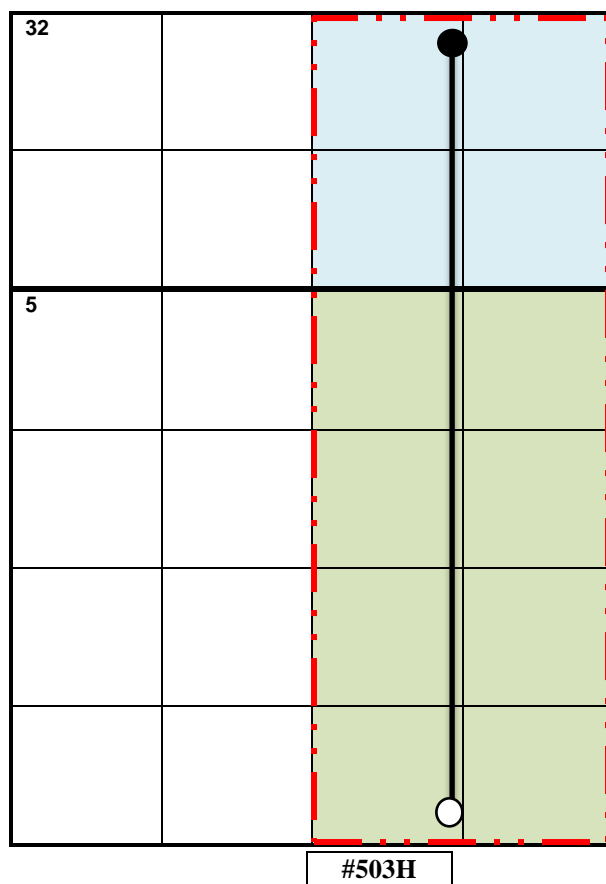
Printed: \_Matthew W. Smith\_\_\_\_\_






TITLE: \_Agent & Attorney-In-Fact\_

Phone number: (432) 686-3600

**Exhibit A**

To Communitization Agreement dated January 1, 2020 embracing the SE/4 of Section 32, Township 24 South, Range 33 East and the E/2 of Section 5, Township 25 South, Range 33 East, NMPM, Lea County, New Mexico.



-  Proposed communitized area
-  Surface hole location - #503H 199' FSL & 672 FEL, T25S, R33E
-  Bottom hole location - #503H 2539' FSL & 988' FEL, T24S, R33E
-  Tract 1: V0-7323-1
-  Tract 2: NMNM-118726



**Exhibit B**

To Communitization Agreement dated January 1, 2020 embracing the SE/4 of Section 32, Township 24 South, Range 33 East and the E/2 of Section 5, Township 25 South, Range 33 East, NMPM, Lea County, New Mexico.

**Operator of Communitized Area: EOG Resources, Inc.****TRACT NO. 1**

Lease Serial No.:	ST NM VO 7323-1	
Lease Date:	February 1, 2005	
Lease Term:	5 Years	
Lessor:	State of New Mexico	
Original Lessee:	Murchison Bone Springs Drilling Program 1, LLC	
Present Lessee:	Murchison Bone Springs Drilling Program 1, LLC	
Description of Lands Committed:	Insofar and only insofar as said lease covers the SE/4 of Section 32, T24S, R33E, N.M.P.M. Lea County, NM	
Number of Acres:	160.00	
Royalty Rate:	1/6 <sup>th</sup>	
Name and Percent WI Owners:	EOG Resources, Inc.	0.98071512
	Murchison Oil and Gas Inc	0.00595099
	Accelerate Resources Operating, LLC	0.00208368
	Regions Energy II, LLC	0.00208368
	Highland (Texas) Energy Company	0.00250042
	Mickey Resources, LLC	0.00333306
	Unified Assets, LTD.	0.00333306
Name and Percent ORRI Owners:	MEC Petroleum Corporation	0.00033333
	Saguaro Resources, Inc.	0.00083333
	Malaga Royalty, LLC	0.00479280
	Highland (Texas) Energy Company	0.01322667
	Tumbler Operating Partners, LLC	0.00457417
	Mineral Warehouse #1 LLC	0.00457417
	Malaga EF7, LLC	0.00720720
	Murchison Oil and Gas Inc.	0.00044625
	Tap Rock Resources, LLC	0.00480375
	Saguaro Resources, Inc.	0.00083333

**TRACT NO. 2**

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. & R&R Royalty LTD  
 Description of Lands Committed: Insofar and only insofar as said lease covers the E/2 of Section 5, T25S, R33E, N.M.P.M. Lea County, NM  
 Number of Acres: 319.93  
 Royalty Rate: 1/8<sup>th</sup>  
 Name and Percent WI Owners: EOG Resources, Inc. 0.99000000  
 Mickey Resources, Inc. 0.05000000  
 Unified Assets, LTD 0.05000000  
 Name and Percent ORRI Owners: Ahuja Children 2012 Long Term Trust 0.02500000  
 Unified Assets, Ltd. 0.02500000

**RECAPITULATION**

Tract Number	Number of Acres Committed	Percentage of Interest in the Communitized Area
1	160.00	33.338195%
2	319.93	66.661805%
<b>Total</b>	<b>479.93</b>	<b>100.000000%</b>

## Federal Communitization Agreement

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the 1st day of March, 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:

SW/4 of Section 32, Township 24 South, Range 33 East, and the E/2 of Section 5, Township 25 South, Range 33 East, NMPM, Lea County, New Mexico,

Containing **480.26** acres, and this agreement shall include only the Bone Spring underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formations.

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 **March 1<sup>st</sup>, 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 2-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 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. Nondiscrimination. 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 (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, Record Title & Working Interest**

**EOG RESOURCES, INC.**

By: \_\_\_\_\_  
Its: Matthew W. Smith  
Agent and Attorney in Fact

Date: \_\_\_\_\_

## ACKNOWLEDGEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF MIDLAND   §

On this\_\_\_\_day of \_\_\_\_\_, 2021, before me, a Notary Public for the State of Texas, personally appeared Matthew W. Smith, known to me to be the Agent & Attorney-In-Fact of EOG Resources, Inc., a Delaware corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**LESSEES OF RECORD:**

**R&R Royalty Inc.**  
(Record Title)

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of R&R Royalty Inc., a \_\_\_\_\_ corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public



**LESSEES OF RECORD:**

**Mickey Resources, Inc.**  
**(Operating Rights & Working Interest)**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Mickey Resources, Inc., a \_\_\_\_\_ corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**LESSEES OF RECORD:**

**Murchison Oil and Gas, Inc.**  
**(Working Interest)**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Murchison Oil and Gas, Inc., a \_\_\_\_\_ corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**LESSEES OF RECORD:**

**Accelerate Resources Corporation**  
**(Working Interest)**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Accelerate Resources Corporation, on behalf of said company.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**LESSEES OF RECORD:**

**Regions Energy II, LLC**  
**(Working Interest)**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Regions Energy II, LLC, a limited liability company, on behalf of said company.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**LESSEES OF RECORD:**

**Highland (Texas) Energy Company**  
**(Working Interest)**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Highland (Texas) Energy Company, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**LESSEES OF RECORD:**

**MEC Petroleum Corporation**  
**(Working Interest)**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of MEC Petroleum Corporation, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**LESSEES OF RECORD:**

**Unified Assets LTD**  
**(Working Interest)**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Unified Assets LTD, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**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: Matthew W. Smith

TITLE: Agent & Attorney-In-Fact

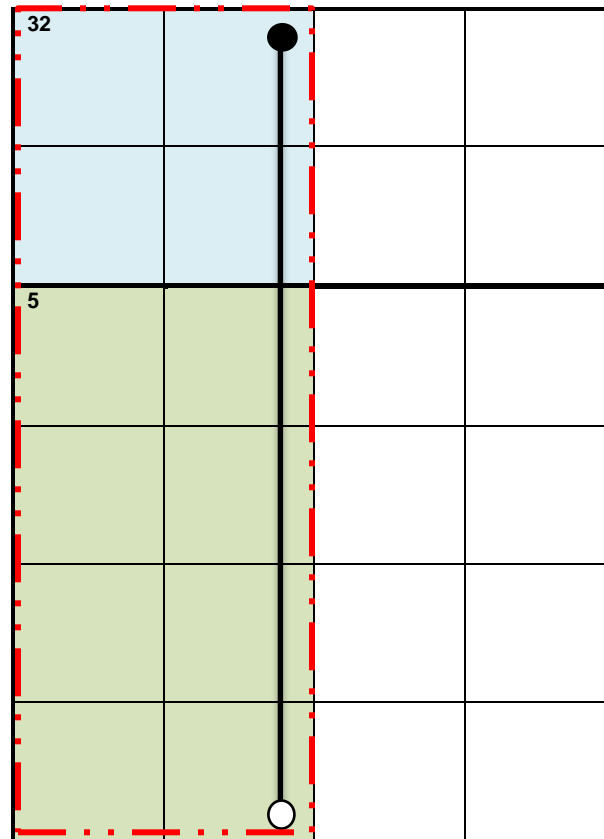
Phone number: (432) 686-3600





**EXHIBIT “A”**


Plat of communitized area covering 480.26 acres in SW/4 of Section 32, Township 24 South, Range 33 East and W/2 of Section 5, Township 25 South, Range 33 East, NMPM, Lea County, New Mexico, EOG Resources, Inc. Operator


Getty 5 Fed Com #506H




 Proposed communitized area

 Surface hole location - #506H - 249' FSL & 1882' FEL Section 5, T25S, R33E

 Bottom hole location #506H - 2539' FSL & 2310' FWL, Section 32, T24S, R33E

 Tract 1: V0-7323-1

 Tract 2: NMNM-118726

**EXHIBIT “B”**

To Communitization Agreement Dated March 1, 2020 embracing the following described land in SW/4 of Section 32, Township 24 South, Range 33 East and W/2 of Section 5, Township 25 South, Range 33 East, NMPM, Lea County, New Mexico

Operator of Communitized Area: EOG Resources, Inc.

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

Lease Serial Number:	ST NM VO 7302	
Lessor:	State of New Mexico	
Record Title Owner – Lessee:	EOG Resources, Inc.	100.000000%
Date of Lease:	February 1, 2005	
Description of Land Committed:	SW/4, Section 32, Township 24 S, Range 33E, NMPM, Lea County, NM	
Number of Acres:	160 acres	
Royalty Rate:	1/6	
Name of Working Interest Owners:	EOG Resources, Inc.	0.98071512
	Murchison Oil and Gas Inc	0.00595099
	Accelerate Resources Operating, LLC	0.00208368
	Regions Energy II, LLC	0.00208368
	Highland (Texas) Energy Company	0.00250042
	Mickey Resources, LLC	0.00333306
	Unified Assets, LTD.	0.00333306
Name and Percent ORRI Owners:	MEC Petroleum Corporation	0.00033333
	Saguaro Resources, Inc.	0.00083333
	Malaga Royalty, LLC	0.00479280
	Highland (Texas) Energy Company	0.01322667
	Tumbler Operating Partners, LLC	0.00457417
	Mineral Warehouse #1 LLC	0.00457417
	Malaga EF7, LLC	0.00720720
	Murchison Oil and Gas Inc.	0.00044625
	Tap Rock Resources, LLC	0.00480375
	Saguaro Resources, Inc.	0.00083333

Tract No. 2

Lease Serial Number:	NMNM 118726	
Lessor:	The United State Department of the Interior Bureau of Land Management	
Record Title Owner:	EOG Resources, Inc.	0.99000000
	R&R Royalty, Inc.	0.01000000
Date of Lease:	September 1, 2007	
Description of Land Committed:	W/2, Section 5, Township 25S, Range 33E, NMPM, Lea County, NM	
Number of Gross Acres:	320.26 Acres	
Royalty Rate:	12.5%	
Name of Working Interest Owners:	EOG Resources, Inc.	0.99000000
	Mickey Resources, Inc.	0.05000000
	Unified Assets, LTD	0.05000000
Name and Percent ORRI Owners:	Ahuja Children 2012 Long Term Trust	0.02500000
	Unified Assets, Ltd.	0.02500000

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	33.3153%
2	<u>320.26</u>	<u>66.6847%</u>
Total	480.26	100.0000%

**From:** [Lisa Trascher](#)  
**To:** [McClure, Dean, EMNRD](#)  
**Subject:** [EXTERNAL] EOG's Pending Applications  
**Date:** Wednesday, January 26, 2022 7:14:07 AM  
**Attachments:** [EOG-Peregrine - NOP affidavit.pdf](#)  
[EOG-Osprey - NOP affidavit.pdf](#)

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

Hello Mr. McClure,

I have gone through each of these application listed below, 1-17 and all parties have received their notification or there was no notification because the package was identical ownership. I have listed these in priority order, due to needing to add infill wells to some of these applications soon.

1. Yukon 20 Fed Com (submitted 8/26/2021) – All owners notified:
  - a. Sarah Baker 7021 0950 0001 9256 1714 – Delivered
  - b. Chevron 91 7199 9991 7030 2253 9373 - Delivered
  - c. Ken & Geri Griffin 91 7199 9991 7030 2253 9366 - Delivered
  - d. Van Tettleton 91 7199 9991 7030 2253 9359 - Delivered
  - e. Burnett Partners 91 7199 9991 7030 2253 9342 - Delivered
  - f. Estate of Gary G. Burnett 91 7199 9991 7030 2253 9335 - Delivered
  - g. Tracy K. Elms NOW Andrew H Lawson 7021 0350 0000 2499 9179 - Delivered
  - h. Robert Landreth 91 7199 9991 7030 2253 9311 - Delivered
  - i. Susie Burnet 91 7199 9991 700 2253 9304 – Delivered
2. Ruthless 11 Fed Com (submitted 11/17/2021) – All owners notified:
  - a. EM Thompson 7021 0350 0000 2499 9759 - Delivered
  - b. Magnum 7021 0350 0000 2499 9704 - Delivered
  - c. Pony 7021 0350 0000 2499 9711 - Delivered
  - d. MerPel 7021 0350 0000 2499 9728 - Delivered
3. Getty 5 Fed Com (submitted 9/22/2021) – All owners notified:
  - a. Regions 7021 0350 0000 2499 9148 - Delivered
  - b. Tumbler 7021 0350 0000 2499 9698 - Delivered
4. Driver 14 Fed Com (submitted 8/10/2021) – All original owners notified.
5. Andele 16 State Com (submitted 9/15/2021) – Identical ownership
6. Jefe 29 Fed Com (submitted 9/14/21) – Identical ownership
7. Endurance 36 State Fed Com (submitted 9/1/2021) – All original owners notified.
8. Jolly Roger 16 State (submitted 11/17/21) – Identical ownership
9. Peachtree 24 Fed Com (submitted 11/05/21) – Identical ownership
10. Brown Bear 36 State (submitted 11/17/21) – Identical ownership
11. Python 36 State (submitted 11/16/2021) – All original owners notified.
12. Taipan Adder 31 State Com (submitted 11/5/2021) – All original owners notified.
13. Dragon 36 State (submitted 12/2/2021) – Identical ownership
14. Audacious 19 Fed Com (submitted 9/1/2021) – All owners notified:
  - a. Thomas J Depke 7021 0350 0000 2499 5164 – Delivered
  - b. MEC Petroleum 7021 0350 0000 2499 5171 – Delivered

- c. Elizabeth Ann Cline 7021 0350 0000 2499 5157 – Delivered
- d. Benjamin Jacob Oaks 7021 0350 0000 2499 9735 - Delivered
- e. Gayle Dalton 7021 0350 0000 2499 9155 - Delivered
- 15. Mamba 30 State Com (submitted 12/2/2021) – All owners notified:
  - a. OXY USA INC 7021 0350 0000 2499 9124 - Delivered
  - b. OXY Y-1 Company 7021 0350 0000 2499 9131 - Delivered
- 16. Peregrine 27 Fed com (submitted 9/2/2021) – Published in newspaper
- 17. Osprey 10 (submitted 11/19/2021) – Published in newspaper.

Philly 31 Fed Com Commingle Application. Emailed you back in a separate email relating to notifying the owner Philip White via email. Please let me know if that will suffice or if I need to try his PO Box again that he confirmed.

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](mailto:Lisa_trascher@eogresources.com)

**From:** [Engineer, OCD, EMNRD](#)  
**To:** [Lisa Trascher](#)  
**Cc:** [McClure, Dean, EMNRD](#); [Kautz, Paul, EMNRD](#); [Hawkins, James, EMNRD](#); [Powell, Brandon, EMNRD](#); [lisa@rwbyram.com](#); [Glover, James](#); [Paradis, Kyle Q](#); [Walls, Christopher](#); [Dawson, Scott](#)  
**Subject:** Approved Administrative Order PLC-642-A  
**Date:** Monday, March 7, 2022 4:33:01 PM  
**Attachments:** [PLC642A Order.pdf](#)

NMOCD has issued Administrative Order PLC-642-A which authorizes EOG Resources, Inc. (7377) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-46211	Getty 5 Federal Com #501H	SE/4 E/2	32-24S-33E 5-25S-33E	96682
30-025-46212	Getty 5 Federal Com #502H	SE/4 E/2	32-24S-33E 5-25S-33E	96682
30-025-46213	Getty 5 Federal Com #503H	SE/4 E/2	32-24S-33E 5-25S-33E	96682
30-025-46214	Getty 5 Federal Com #504H	SE/4 E/2	32-24S-33E 5-25S-33E	96682
30-025-46215	Getty 5 Federal Com #505H	SE/4 E/2	32-24S-33E 5-25S-33E	96682
30-025-46216	Getty 5 Federal Com #506H	SW/4 W/2	32-24S-33E 5-25S-33E	96682
30-025-47664	Getty 5 Federal Com #507H	SW/4 W/2	32-24S-33E 5-25S-33E	96682
30-025-47665	Getty 5 Federal Com #508H	SW/4 W/2	32-24S-33E 5-25S-33E	96682
30-025-47666	Getty 5 Federal Com #509H	SW/4 W/2	32-24S-33E 5-25S-33E	96682
30-025-47667	Getty 5 Federal Com #510H	SW/4 W/2	32-24S-33E 5-25S-33E	96682
30-025-47146	Getty 5 Federal Com #701H	SE/4 E/2	32-24S-33E 5-25S-33E	98092
30-025-47147	Getty 5 Federal Com #702H	SE/4 E/2	32-24S-33E 5-25S-33E	98092
30-025-47148	Getty 5 Federal Com #703H	SE/4 E/2	32-24S-33E 5-25S-33E	98092
30-025-47149	Getty 5 Federal Com #704H	SE/4 E/2	32-24S-33E 5-25S-33E	98092
30-025-47271	Getty 5 Federal Com #705H	SW/4 W/2	32-24S-33E 5-25S-33E	98092
30-025-47150	Getty 5 Federal Com #706H	SW/4 W/2	32-24S-33E 5-25S-33E	98092
30-025-47151	Getty 5 Federal Com #707H	SW/4 W/2	32-24S-33E 5-25S-33E	98092
30-025-47152	Getty 5 Federal Com #708H	SW/4 W/2	32-24S-33E 5-25S-33E	98092

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. If you have any questions regarding this matter, please contact me.

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

**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-642-A**

**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. (“Applicant”) submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells identified in Exhibit A (“Application”).
2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
3. To the extent that ownership is identical, Applicant 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.
4. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
5. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
6. Applicant 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. Applicant 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. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease identified in Exhibit A.
9. Applicant submitted or intends to submit one or more proposed communitization agreement(s) (“Proposed Agreement(s)”) to the BLM or NMSLO, as applicable, identifying



the acreage of each lease 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, 19.15.12. NMAC, and 19.15.23. NMAC.
11. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10.A.(2) NMAC, 19.15.12.10.C.(4)(c) NMAC, and 19.15.12.10.C.(4)(e) NMAC, as applicable.
12. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9.A.(5) NMAC and 19.15.23.9.A.(6) NMAC, as applicable.
13. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10.B.(1) NMAC or 19.15.12.10.C.(1) NMAC, as applicable.
14. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10.B.(3) NMAC and 19.15.12.10.C.(4)(h) NMAC.
15. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10.C.(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
16. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

### **ORDER**

1. Applicant is authorized to surface commingle oil and gas production from the pools, leases, and wells identified in Exhibit A.

Applicant is authorized to store and measure oil and gas production off-lease from the pools, leases, and wells identified in Exhibit A at a central tank battery described in Exhibit A.

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

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

2. This Order supersedes Order PLC-642.
3. For each Pooled Area described in Exhibit B, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil and gas production. If

Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingle application to OCD to conform this Order with the approved Agreement(s). If OCD denies the new surface commingle application, this Order shall terminate on the date of such action.

Applicant 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 until the Proposed Agreement which includes the Pooled Area is approved. After the Proposed Agreement is approved, the oil and gas production from the Pooled Area shall be allocated as required by the BLM's or NMSLO's, as applicable, approval of the Agreement, including any production that had been allocated previously in accordance with this Order.

4. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
5. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling.
6. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
7. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8.B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8.E. NMAC.
8. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10.C.(2) NMAC.

9. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
10. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10.C.(4)(g) NMAC.
11. If a well is not included in Exhibit A but produces from a pool or lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well and proposed method to determine the allocation of oil and gas production to it.
12. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
13. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
14. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION**



**ADRIENNE SANDOVAL  
DIRECTOR**

**DATE:** 3/07/2022

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

Order: PLC-642-A

Operator: EOG Resources, Inc. (7377)

Central Tank Battery: Getty 5 Federal Com Central Tank Battery

Central Tank Battery Location: Unit P, Section 5, Township 25 South, Range 33 East

Gas Title Transfer Meter Location:

### Pools

Pool Name	Pool Code
TRISTE DRAW; BONE SPRING, EAST	96682
WC-025 G-09 S243336I; UPPER WOLFCAMP	98092

### Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
VO 73020001	SW/4	32-24S-33E
VO 73230001	SE/4	32-24S-33E
NMNM 118726	All	5-25S-33E

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-46211	Getty 5 Federal Com #501H	SE/4 E/2	32-24S-33E 5-25S-33E	96682
30-025-46212	Getty 5 Federal Com #502H	SE/4 E/2	32-24S-33E 5-25S-33E	96682
30-025-46213	Getty 5 Federal Com #503H	SE/4 E/2	32-24S-33E 5-25S-33E	96682
30-025-46214	Getty 5 Federal Com #504H	SE/4 E/2	32-24S-33E 5-25S-33E	96682
30-025-46215	Getty 5 Federal Com #505H	SE/4 E/2	32-24S-33E 5-25S-33E	96682
30-025-46216	Getty 5 Federal Com #506H	SW/4 W/2	32-24S-33E 5-25S-33E	96682
30-025-47664	Getty 5 Federal Com #507H	SW/4 W/2	32-24S-33E 5-25S-33E	96682
30-025-47665	Getty 5 Federal Com #508H	SW/4 W/2	32-24S-33E 5-25S-33E	96682
30-025-47666	Getty 5 Federal Com #509H	SW/4 W/2	32-24S-33E 5-25S-33E	96682
30-025-47667	Getty 5 Federal Com #510H	SW/4 W/2	32-24S-33E 5-25S-33E	96682
30-025-47146	Getty 5 Federal Com #701H	SE/4 E/2	32-24S-33E 5-25S-33E	98092
30-025-47147	Getty 5 Federal Com #702H	SE/4 E/2	32-24S-33E 5-25S-33E	98092
30-025-47148	Getty 5 Federal Com #703H	SE/4 E/2	32-24S-33E 5-25S-33E	98092

30-025-47149	Getty 5 Federal Com #704H	SE/4 E/2	32-24S-33E 5-25S-33E	98092
30-025-47271	Getty 5 Federal Com #705H	SW/4 W/2	32-24S-33E 5-25S-33E	98092
30-025-47150	Getty 5 Federal Com #706H	SW/4 W/2	32-24S-33E 5-25S-33E	98092
30-025-47151	Getty 5 Federal Com #707H	SW/4 W/2	32-24S-33E 5-25S-33E	98092
30-025-47152	Getty 5 Federal Com #708H	SW/4 W/2	32-24S-33E 5-25S-33E	98092

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit B

Order: **PLC-642-A**  
Operator: **EOG Resources, Inc. (7377)**

### Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring BLM	SW/4 W/2	32-24S-33E 5-25S-33E	479.96	A
CA Bone Spring BLM	SE/4 E/2	32-24S-33E 5-25S-33E	479.88	B
CA Wolfcamp BLM	SW/4 W/2	32-24S-33E 5-25S-33E	479.96	C
CA Wolfcamp BLM	SE/4 E/2	32-24S-33E 5-25S-33E	479.88	D

### Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
VO 73020001	SW/4	32-24S-33E	160	A
NMNM 118726	W/2	5-25S-33E	319.96	A
VO 73230001	SE/4	32-24S-33E	160	B
NMNM 118726	E/2	5-25S-33E	319.88	B
VO 73020001	SW/4	32-24S-33E	160	C
NMNM 118726	W/2	5-25S-33E	319.96	C
VO 73230001	SE/4	32-24S-33E	160	D
NMNM 118726	E/2	5-25S-33E	319.88	D

**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 Rd., Aztec, NM 87410  
Phone:(505) 334-6178 Fax:(505) 334-6170

**District IV**

1220 S. St Francis Dr., Santa Fe, NM 87505  
Phone:(505) 476-3470 Fax:(505) 476-3462

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

CONDITIONS

Action 50971

**CONDITIONS**

Operator: EOG RESOURCES INC P.O. Box 2267 Midland, TX 79702	OGRID: 7377
	Action Number: 50971
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

**CONDITIONS**

Created By	Condition	Condition Date
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.	3/7/2022