

TAP ROCK RESOURCES, LLC

523 PARK POINT DRIVE, SUITE 200 - GOLDEN, COLORADO 80401



March 22, 2023

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

**Re: Application for Pool Commingling of Oil and Gas Production.
 Dingo Federal Com #111H, 115H, 121H, 131H, 201H**

Tap Rock Operating, LLC ("Tap Rock") (OGRID No. 372043) seeks administrative approval for pool commingling of oil and gas production for the following wells located in Lot 4, SW/4NW/4, W/2SW/4 of Section 1 and W/2NW/4 of Section 12, Township 24 South, Range 34 East, Lea County, New Mexico and any additional infill wells that produce from the same pools within the subject lands with notice provided only to the interest owners within these future spacing units pursuant to 19.15.12.10.C(4)(g) NMAC:

API (30-025-)	Well Name	Unit Letter	Section- Township-Range	Pool Name (Pool Code)
51133	DINGO FEDERAL COM #111H	E	S12-T24S-R34E	Red Hills; Bone Spring North (96434)
51134	DINGO FEDERAL COM #115H	E	S12-T24S-R34E	Red Hills; Bone Spring North (96434)
51135	DINGO FEDERAL COM #121H	E	S12-T24S-R34E	Red Hills; Bone Spring North (96434)
51136	DINGO FEDERAL COM #131H	E	S12-T24S-R34E	Red Hills; Bone Spring North (96434)
51137	DINGO FEDERAL COM #201H	E	S12-T24S-R34E	Antelope Ridge; Wolfcamp (2220)

Oil and gas production from these pools, wells, and lands will be commingled and sold at the Dingo Fed Com CTB located in Section 12, Township 24 South, Range 34 East. Prior to commingling, gas production from each separator will be separately metered with calibrated orifice meters that are manufactured to AGA specifications. Oil production from each separator will also be separately metered using turbine meters.

This Application contains the following exhibits:

- Exhibit A** Administrative Application Checklist;
- Exhibit B** Application for Surface Commingling (Form C-107-B);
- Exhibit C** The written statement of Jeff Trlica, Regulatory Specialist with Tap Rock, identifying each of the wells and Tap Rock's central tank battery and the facilities and the measurement devices to be utilized; Surface facilities schematic; A copy of the Federal Communitization Agreement associated with the subject lands; tract maps identifying the locations of the

wellbores, tracts, and approved participating areas; and gas sample analyses.

Exhibit D Self-affirmed statement from the landman familiar with this application and the subject lands certifying the ownership is diverse between the above-described pools and acreage as defined in 19.15.12.7 NMAC.

Thank you for your time and consideration in this matter.

Respectfully submitted,

TAP ROCK OPERATING, LLC

A handwritten signature in black ink, appearing to read 'MR', is written over a horizontal line.

Michael Rodriguez

Staff Attorney

720-245-2606

Mdrodriguez@taprk.com

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:	<u>Tap Rock Operating, LLC</u>	OGRID Number:	<u>372043</u>
Well Name(s):	<u>Dingo Federal Com 111H, 115H, 121H, 131H, 201H</u>	API:	<u>30-015-51133, 51134, 51135, 51136, 51137</u>
Pool(s):	<u>Red Hills; Bone Spring North & Antelope Ridge; Wolfcamp</u>	Pool Code:	<u>96434, 2220</u>

**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.

Michael Rodriguez

Print or Type Name

Signature

03/22/2023

Date

720-772-5092

Phone Number

mdrodriguez@taprk.com

Email 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: Tap Rock Operating

OPERATOR ADDRESS: 523 Park Point Dr. Suite 200. Golden, CO 80401

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
See attached well list.					

- (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:  TITLE: Regulatory Analyst DATE: 3/2/2023

TYPE OR PRINT NAME Jeff Trlica TELEPHONE NO.: 720-772-5910

E-MAIL ADDRESS: jtrlica@taprk.com

TAP ROCK RESOURCES, LLC

523 PARK POINT DRIVE, SUITE 200 - GOLDEN, COLORADO 80401



March 2, 2023

New Mexico Oil Conservation Division
1220 South St. Francis Drive
Santa Fe, NM 87505

Re: Application of Tap Rock Operating, LLC for administrative approval for approval to surface commingle (pool commingle) oil and gas production from the spacing units comprised of Lot 4, SW/4NW/4, W/2SW/4 (ADA W/2W/2) Section 1 and W/2NW/4 Section 12, Township 24S, Range 34E Lea County, New Mexico (the "Lands")

To Whom This May Concern,

Tap Rock Operating, LLC ("Tap Rock"), OGRID No. 372043, requests to commingle current oil and gas production from five (5) distinct wells located on the Lands and future production from the Lands as described herein. The wells will be metered through individual liquid coriolis flow meters for oil and orifice meters for gas. The gas commingling will occur after individual measurement at each well. Gas exiting each well test flows into one gathering line, as depicted on **Exhibit A**, the gas gathering line. Each well on the Lands will have its own test separator with a coriolis flow meter for oil and orifice meter for gas manufactured and assembled in accordance with the American Gas Association (AGA) specifications. All primary and secondary Electronic Flow Measurement (EFM) equipment is tested and calibrated by a reputable third-party measurement company in accordance with industry specifications.

Gas samples are obtained at the time of the meter testing and calibration and the composition and heating value are determined by a laboratory in accordance with the American Petroleum Institute (API) specifications to ensure accurate volume and energy (MMBTU) determinations.

The oil is measured via the coriolis flow meter in accordance with API Chapter 5.6 on each individual well and is calibrated periodically by a third-party measurement company for accuracy. After the oil is individually metered by coriolis flow meters at each well it can be comingled into a heater treater then into the stock tanks or, each well can be isolated into its own individual tank for testing purposes. The gas is measured on a volume and MMBTU basis by an orifice meter on each individual well and supporting EFM equipment in accordance with API Chapter 21.1. The gas is then sent into a gathering line where it is comingled with each of the other well's metered gas. The gathering line is then metered by another orifice meter at the tank battery check meter to show the total volume of gas leaving the tank battery. The tank battery meter is tested and calibrated in accordance with industry specifications and volume and energy and determined on an hourly, daily and monthly basis. Once the gas exits the final tank battery sales check it travels directly into a third-party sales connect meter. The third-party gas gatherer has its

own meter that measures the gas for custody transfer and that meter is also calibrated periodically to ensure measurement accuracy.

In conclusion, all the oil and gas produced on the Lands is and will be metered separately at each wellhead and allocated using accurate measurement equipment according to API specifications.

Regards,

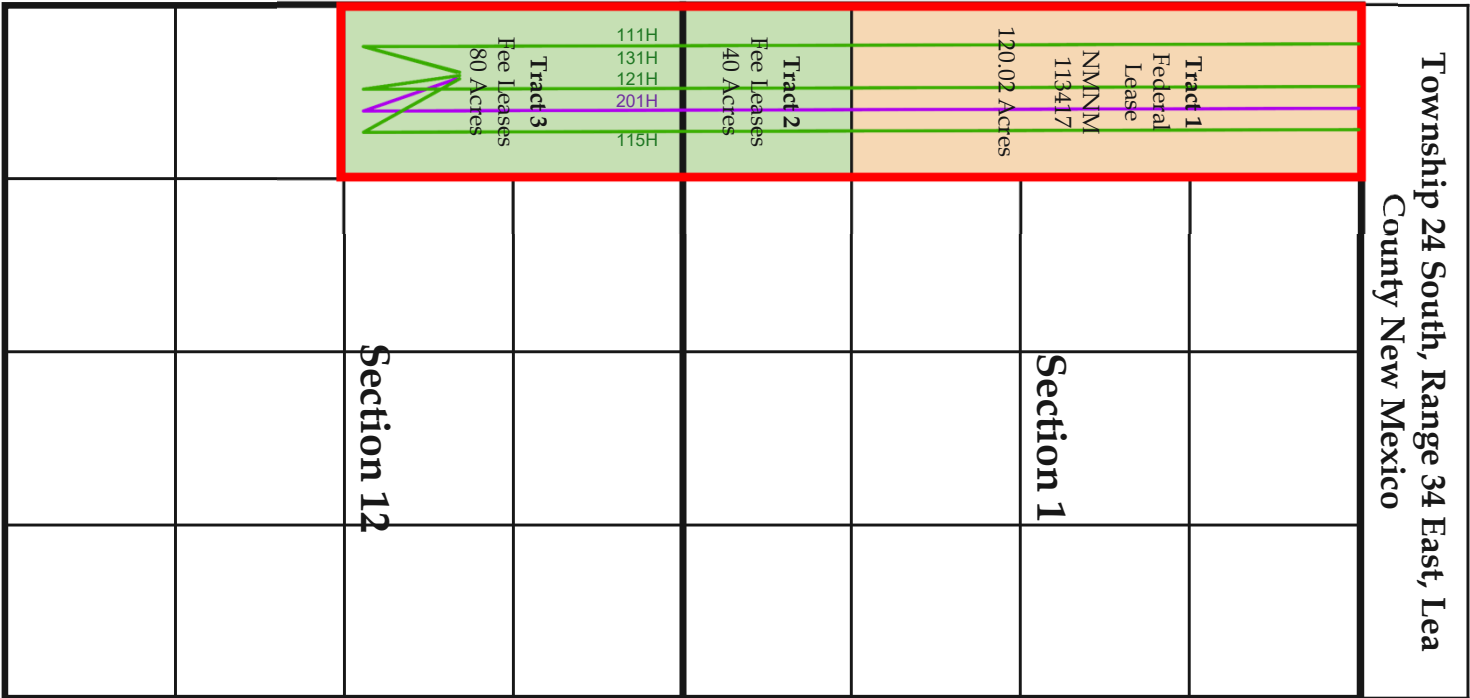
TAP ROCK OPERATING, LLC

A handwritten signature in blue ink, appearing to read 'J. Trlica', with a stylized flourish at the end.

Jeff Trlica
Regulatory Analyst

APPLICATION TO POOL COMMINGLE, STORAGE AND SALES FOR OIL AND GAS PRODUCTION AT DINGO CTB

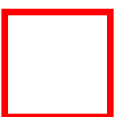
Pool	API	Well Name	Well Number	OCD Unit Letter	Section	Township	Range	Date Online	Anticipated Production Type	Oil (MBOD)	Gas (MCFD)	Gravity	BTU/cf
[96434] RED HILLS; BONE SPRING, NORTH	30-025-51133	DINGO FEDERAL.COM	#111H	E	12	24S	34E	7/1/2023	Oil, Gas, Produced Water	780	1460	45	1300
[96434] RED HILLS; BONE SPRING, NORTH	30-025-51134	DINGO FEDERAL.COM	#115H	E	12	24S	34E	7/1/2023	Oil, Gas, Produced Water	780	1460	45	1300
[96434] RED HILLS; BONE SPRING, NORTH	30-025-51135	DINGO FEDERAL.COM	#121H	E	12	24S	34E	7/1/2023	Oil, Gas, Produced Water	1360	1500	45	1300
[96434] RED HILLS; BONE SPRING, NORTH	30-025-51136	DINGO FEDERAL.COM	#131H	E	12	24S	34E	7/1/2023	Oil, Gas, Produced Water	1320	3360	45	1300
[2220] ANTELOPE RIDGE; WOLFCAMP	30-025-51137	DINGO FEDERAL.COM	#201H	E	12	24S	34E	7/1/2023	Oil, Gas, Produced Water	1320	3360	45	1200



Federal Lease



Fee Acreage



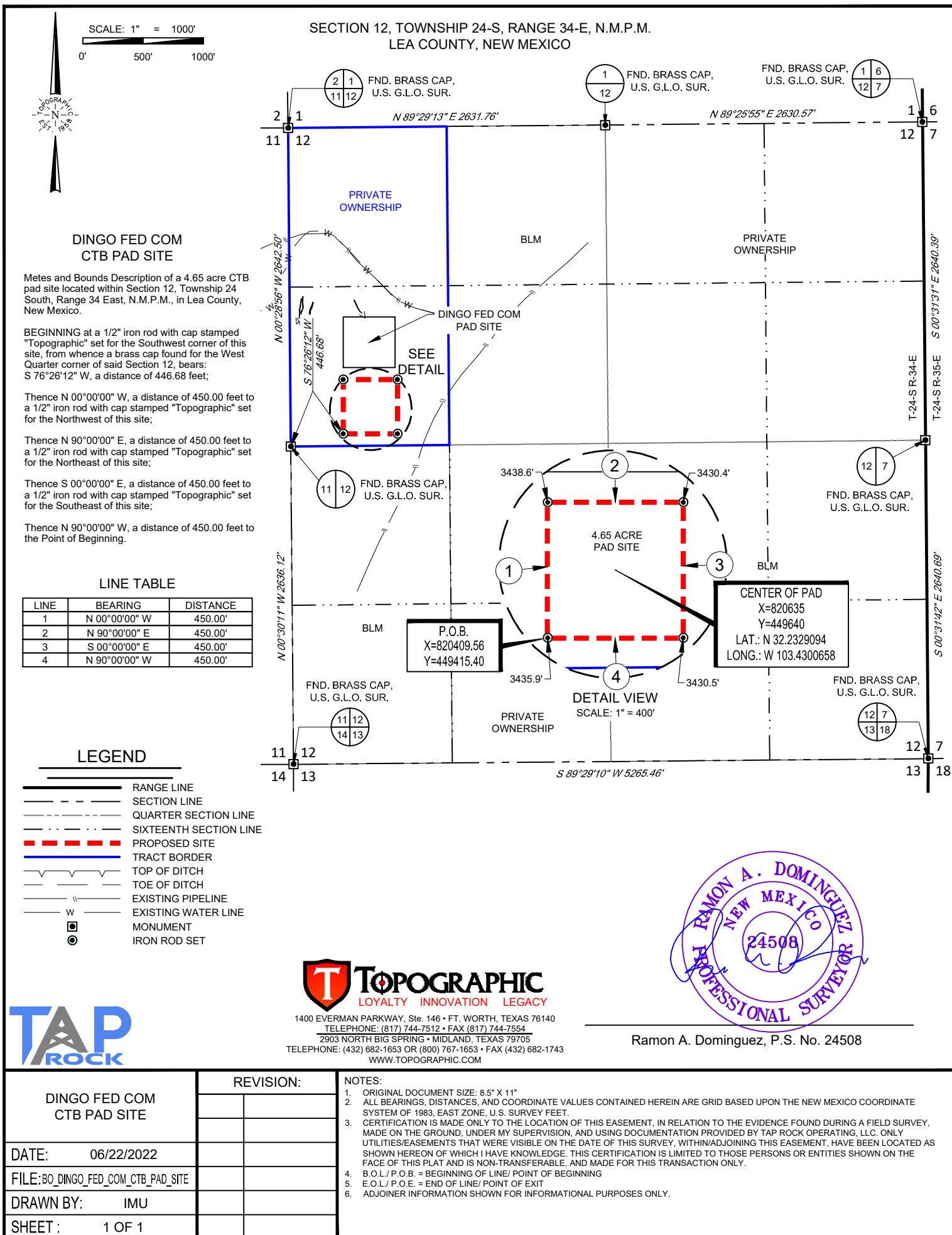
Dingo W2W2
Horizontal Spacing Unit

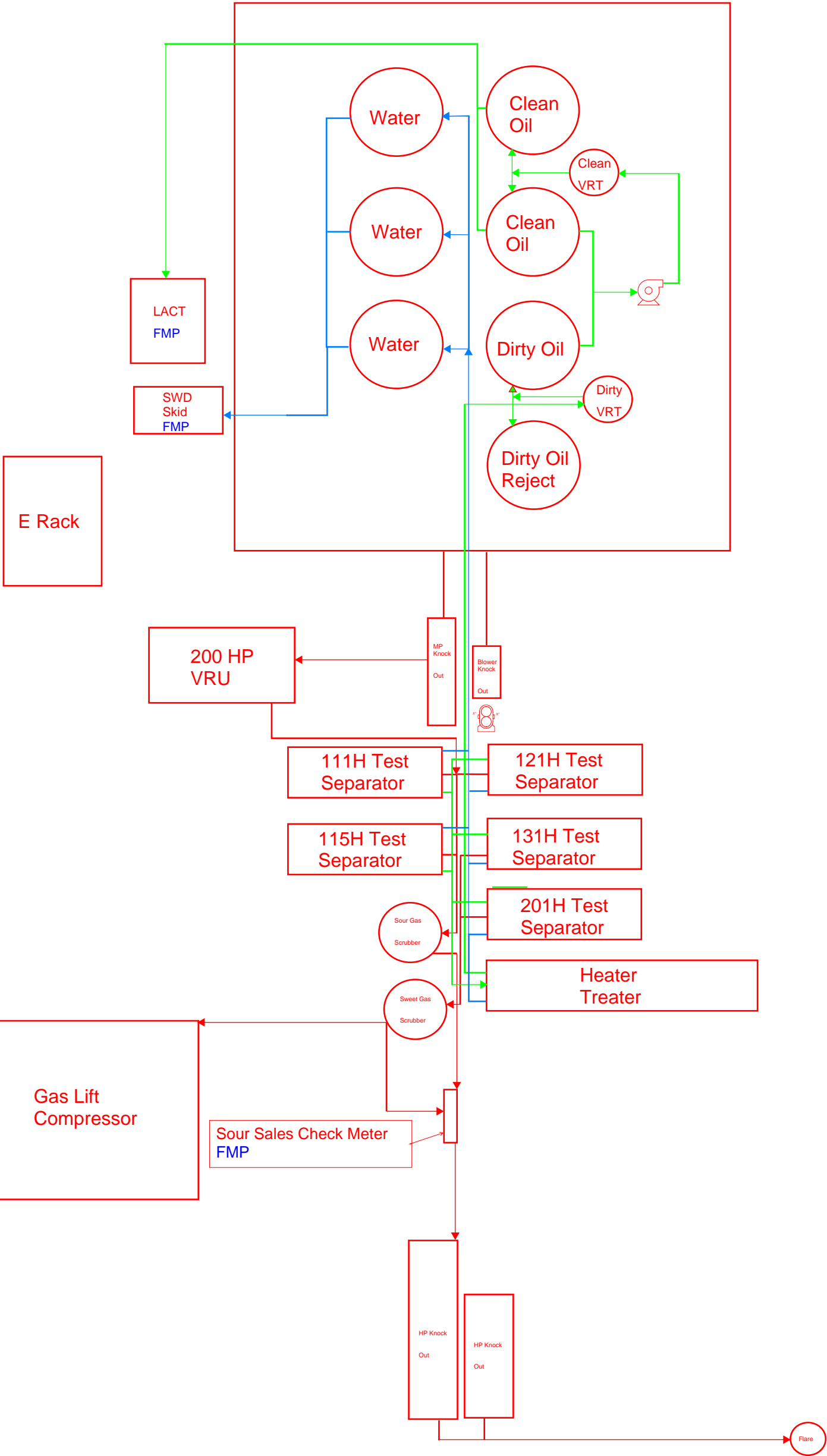


Dingo Bone Spring Wells



Dingo Wolfcamp Wells





Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **March, 2023**, 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 34 East, N.M.P.M.

Section 1: W2W2

Section 12: W2NW4

Lea County, New Mexico

Containing **240.02** acres, and this agreement shall include only the **Bone Spring Formation** underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **Tap Rock Operating, LLC, 523 Park Point Drive, Suite 200, Golden, CO, 80401**. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe 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.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal Lease.

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, 2023**, 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.

- 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.

By: 
Name: Clayton Sporich
Title: EVP – Land & Legal

[illegible]

On this 22 day of February 2023, before me, a Notary Public for the State of Colorado, personally appeared Clayton Sporich, known to me to be the EVP-Land & Legal of **Tap Rock Operating, LLC**, a Delaware limited liability company, the limited liability company that executed the foregoing instrument, and acknowledged to me such company executed the same.



**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

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

Date: 2/22/2023

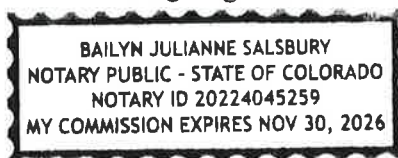
By: 
Name: Clayton Sporich
Title: EVP – Land & Legal

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

On this 22 day of February 2023, before me, a Notary Public for the State of Colorado, personally appeared Clayton Sporich, known to me to be the EVP-Land & Legal of **Tap Rock Operating, LLC**, a Delaware limited liability company, the limited liability company that executed the foregoing instrument and acknowledged to me such company executed the same.

(SEAL)



11/30/2026
My Commission Expires:


Notary Public

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

The Allar Company

Date: 2/10/23

By: [Signature]
Name: JOHN CHILES GRAHAM
Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF YOUNG)

On this 10th day of February, 2023, before me, a Notary Public for the State of Texas, personally appeared John Chiles Graham, known to me to be the President of The Allar Company, a Texas corporation, the Corporation that executed the foregoing instrument and acknowledged to me such Corporation executed the same.



My Commission Expires:

[Signature]
Notary Public

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

Chevron Midcontinent, L.P.

Date: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of _____, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires:

Notary Public

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

COG Operating, LLC

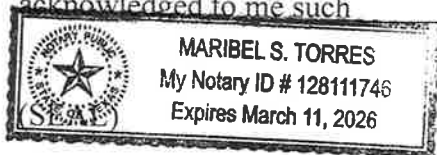
Date: 2-9-23

By: Ry D. L
 Name: Ryan D. Owen
 Title: Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF Texas)
) ss.
 COUNTY OF Midland)

On this 9th day of February, 2023, before me, a Notary Public for the State of Texas, personally appeared Ryan D. Owen, known to me to be the Attorney in Fact of COG Operating LLC, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.



3/11/2026
 My Commission Expires:

Michelle Torres
 Notary Public

EXHIBIT "A"

Plat of communitized area covering 240.02 acres in W2W2 of Section 1 and W2NW of Section 12, Township 24 South, Range 34 East, N.M.P.M., Lea County, New Mexico

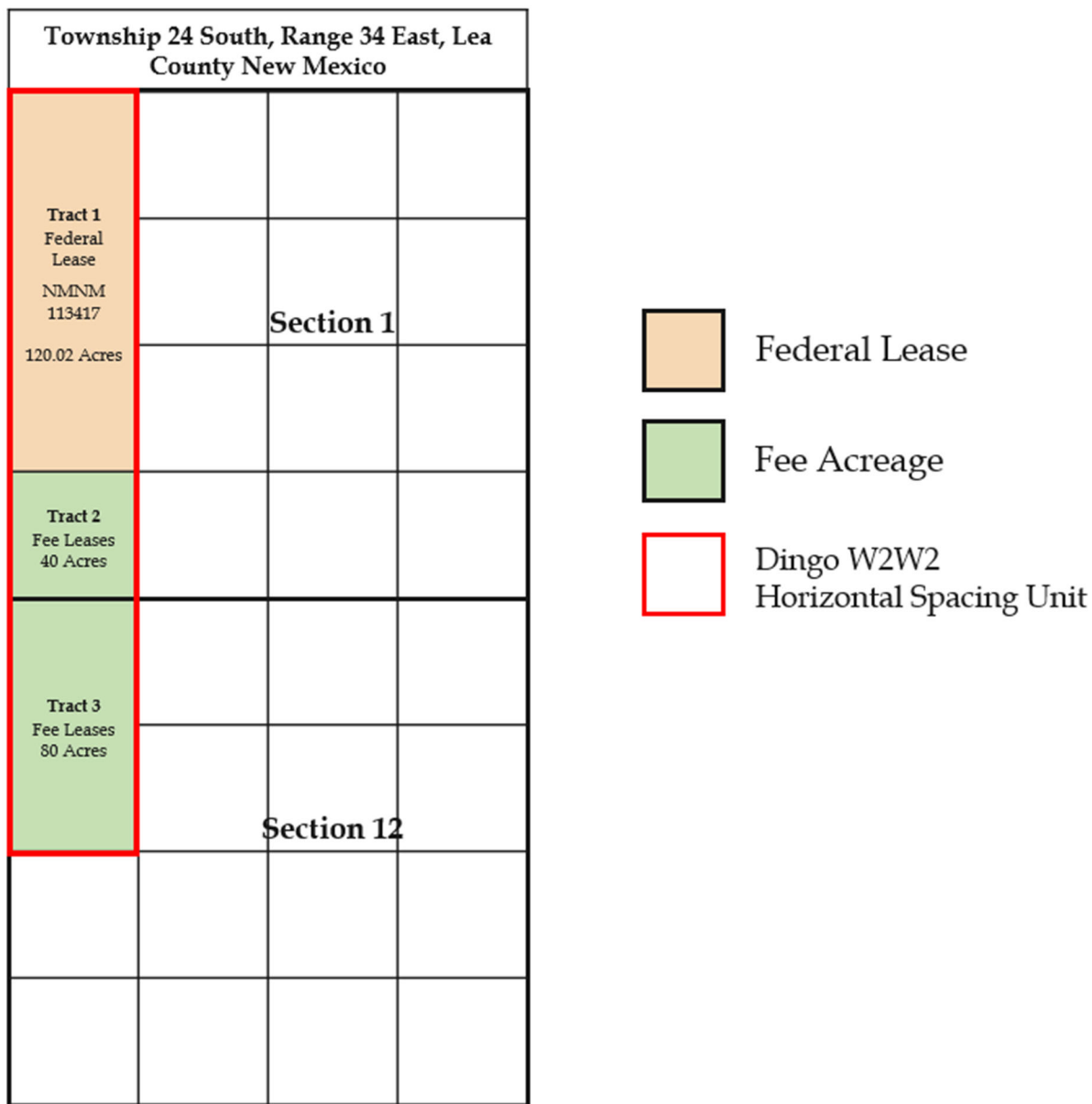


EXHIBIT “B”

To Communitization Agreement dated **March 1, 2023**, embracing the following described land
in W2W2 of Section 1 and W2NW of Section 12, Township 24 South, Range 34 East,
N.M.P.M., Lea County, New Mexico

Operator of Communitized Area: **Tap Rock Operating, LLC**

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

Lease Serial Number:	NMNM 113417
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 24 South, Range 34 East, N.M.P.M.</u> Section 1: Lot 4, SWNW, & NWSW
Number of Acres:	120.02
Current Lessee of Record:	The Allar Company (100%)
Name of Working Interest Owners:	COG Operating, LLC (25%) Chevron Midcontinent, L.P. (75%)

Tract No. 2

Description of Land Committed:	<u>Township 24 South, Range 34 East, N.M.P.M.</u> Section 1: SWSW
Number of Gross Acres:	40.00
Authority for Pooling:	Fee Lease
Lessor:	Fee Lease

Tract No. 3

Description of Land Committed:	<u>Township 24 South, Range 34 East, N.M.P.M.</u> Section 12: W2NW
Number of Gross Acres:	80.00
Authority for Pooling:	Fee Leases
Lessor:	Fee Leases

RECAPITULATION

<u>No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest Tract in Communitized Area</u>
1	120.02	50.0041%
2	40.00	16.6653%
3	80.00	33.3306%
Total	240.02	100.0000%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **March, 2023**, 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 34 East, N.M.P.M.

Section 1: W2W2

Section 12: W2NW4

Lea County, New Mexico

Containing **240.02** acres, and this agreement shall include only the **Wolfcamp Formation** underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **Tap Rock Operating, LLC, 523 Park Point Drive, Suite 200, Golden, CO, 80401**. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe 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.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal Lease.

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, 2023**, 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 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Operator:
Tap Rock Operating, LLC

Date: 2/22/2023

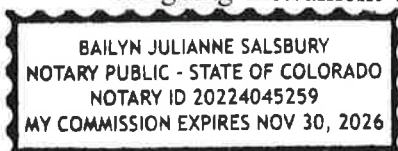
By: 
Name: Clayton Sporich
Title: EVP – Land & Legal

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

On this 22 day of February 2023, before me, a Notary Public for the State of Colorado, personally appeared Clayton Sporich, known to me to be the EVP-Land & Legal of **Tap Rock Operating, LLC**, a Delaware limited liability company, the limited liability company that executed the foregoing instrument and acknowledged to me such company executed the same.

(SEAL)



11/30/2026
My Commission Expires:


Notary Public

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

By: 
Name: Clayton Sporich
Title: EVP – Land & Legal

[illegible]

On this 22 day of February, 2023, before me, a Notary Public for the State of Colorado, personally appeared Clayton Sporich, known to me to be the EVP-Land & Legal of **Tap Rock Operating, LLC**, a Delaware limited liability company, the limited liability company that executed the foregoing instrument and acknowledged to me such company executed the same.

BAILYN JULIANNE SALSBURY
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20224045259
MY COMMISSION EXPIRES NOV 30, 2026

11/30/2026
My Commission Expires:

Bailyn Dalmy
Notary Public

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

The Allar Company

Date: 2/10/23

By: [Signature]
Name: JOHN CHILES GRAHAM
Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF YOUNG)

On this 10th day of February, 2023, before me, a Notary Public for the State of Texas, personally appeared John Chiles Graham, known to me to be the President of The Allar Company, a Texas corporation, the Corporation that executed the foregoing instrument and acknowledged to me such Corporation executed the same.



My Commission Expires:

[Signature]
Notary Public

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

Chevron Midcontinent, L.P.

Date: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2023, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of _____, the _____ that executed the foregoing instrument and acknowledged to me such _____ executed the same.

(SEAL)

My Commission Expires:

Notary Public

Plat of communitized area covering 240.02 acres in W2W2 of Section 1 and W2NW of Section 12, Township 24 South, Range 34 East, N.M.P.M., Lea County, New Mexico

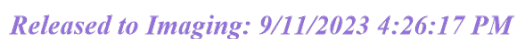


EXHIBIT “B”

To Communitization Agreement dated **March 1, 2023**, embracing the following described land
in W2W2 of Section 1 and W2NW of Section 12, Township 24 South, Range 34 East,
N.M.P.M., Lea County, New Mexico

Operator of Communitized Area: **Tap Rock Operating, LLC**

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

Lease Serial Number:	NMNM 113417
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 24 South, Range 34 East, N.M.P.M.</u> Section 1: Lot 4, SWNW, & NWSW
Number of Acres:	120.02
Current Lessee of Record:	The Allar Company (100%)
Name of Working Interest Owners:	The Allar Company (25%) Chevron Midcontinent, L.P. (75%)

Tract No. 2

Description of Land Committed:	<u>Township 24 South, Range 34 East, N.M.P.M.</u> Section 1: SWSW
Number of Gross Acres:	40.00
Authority for Pooling:	Fee Lease
Lessor:	Fee Lease

Tract No. 3

Description of Land Committed:	<u>Township 24 South, Range 34 East, N.M.P.M.</u> Section 12: W2NW
Number of Gross Acres:	80.00
Authority for Pooling:	Fee Leases
Lessor:	Fee Leases

RECAPITULATION

<u>No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest Tract in Communitized Area</u>
1	120.02	50.0041%
2	40.00	16.6653%
3	80.00	33.3306%
Total	240.02	100.0000%



Certificate of Analysis

Number: 6030-22100279-002A

Artesia Laboratory

200 E Main St.

Artesia, NM 88210

Phone 575-746-3481

Alex Batista
Taprock
602 Park Point Drive
Ste. 200
Golden, CO 80401

Oct. 20, 2022

Station Name: Cosmo Fee 223H LG
Station Number: 7060339
Sample Point: Meter Run
Formation: Quarterly
County: Lea, NM
Type of Sample: Spot-Cylinder
Heat Trace Used: N/A
Sampling Method: Fill and Purge
Sampling Company: SPL

Sampled By: Francisco Romero
Sample Of: Gas Spot
Sample Date: 10/18/2022
Sample Conditions: 1002.8 psig, @ 52 °F Ambient: 54 °F
Effective Date: 10/18/2022
Method: GPA-2261M
Cylinder No: 1111-002354
Instrument: 70104251 (Inficon GC-MicroFusion)
Last Inst. Cal.: 10/17/2022 0:00 AM
Analyzed: 10/20/2022 11:41:44 by EBH

Analytical Data

Components	Un-normalized Mol %	Mol. %	Wt. %	GPM at 14.73 psia		
Hydrogen Sulfide	0.000	0.000	0.000		GPM TOTAL C2+	6.013
Nitrogen	6.479	6.652	8.256		GPM TOTAL C3+	3.089
Methane	68.899	70.732	50.276		GPM TOTAL iC5+	0.557
Carbon Dioxide	1.568	1.610	3.139			
Ethane	10.612	10.895	14.515	2.924		
Propane	5.670	5.821	11.373	1.609		
Iso-butane	1.017	1.044	2.689	0.343		
n-Butane	1.784	1.832	4.718	0.580		
Iso-pentane	0.443	0.455	1.454	0.167		
n-Pentane	0.396	0.407	1.301	0.148		
Hexanes Plus	0.538	0.552	2.279	0.242		
	97.406	100.000	100.000	6.013		

Calculated Physical Properties

Relative Density Real Gas	Total	C6+
	0.7818	3.2176
Calculated Molecular Weight	22.57	93.19
Compressibility Factor	0.9964	

GPA 2172 Calculation:

Calculated Gross BTU per ft³ @ 14.73 psia & 60°F

Real Gas Dry BTU	1217	5141
Water Sat. Gas Base BTU	1197	5052
Ideal, Gross HV - Dry at 14.73 psia	1213.0	5141.1
Ideal, Gross HV - Wet	1191.9	5051.6
Net BTU Wet Gas - real gas	1087	

Comments: H2S Field Content 2.5 ppm

Hydrocarbon Laboratory Manager

Quality Assurance: The above analyses are performed in accordance with ASTM, UOP, GPA guidelines for quality assurance, unless otherwise stated.



Certificate of Analysis

Number: 6030-22100003-005A

Artesia Laboratory

200 E Main St.

Artesia, NM 88210

Phone 575-746-3481

Alex Batista
Taprock
602 Park Point Drive
Ste. 200
Golden, CO 80401

Oct. 04, 2022

Station Name: Mandelbaum 137H
Station Number: 7060230
Sample Point: Meter run
Formation: Quarterly
County: Lea
Type of Sample: Spot-Cylinder
Heat Trace Used: N/A
Sampling Method: Fill and Purge
Sampling Company: SPL

Sampled By: FR
Sample Of: Gas Spot
Sample Date: 09/30/2022
Sample Conditions: 16.2 psig, @ 72 °F Ambient: 69 °F
Effective Date: 09/30/2022
Method: GPA-2261M
Cylinder No: 1111-002587
Instrument: 70104251 (Inficon GC-MicroFusion)
Last Inst. Cal.: 10/03/2022 0:00 AM
Analyzed: 10/03/2022 14:40:46 by EBH

Analytical Data

Components	Un-normalized Mol %	Mol. %	Wt. %	GPM at 14.73 psia		
Nitrogen	2.036	2.058	2.513		GPM TOTAL C2+	6.604
Methane	71.814	72.593	50.754		GPM TOTAL C3+	3.498
Carbon Dioxide	2.460	2.487	4.770		GPM TOTAL iC5+	0.785
Ethane	11.446	11.570	15.162	3.106		
Propane	6.344	6.413	12.324	1.774		
Iso-butane	0.863	0.872	2.209	0.286		
n-Butane	2.040	2.062	5.223	0.653		
Iso-pentane	0.454	0.459	1.443	0.169		
n-Pentane	0.467	0.472	1.484	0.172		
Hexanes Plus	1.003	1.014	4.118	0.444		
	98.927	100.000	100.000	6.604		

Calculated Physical Properties

Relative Density Real Gas	Total	C6+
	0.7952	3.2176
Calculated Molecular Weight	22.95	93.19
Compressibility Factor	0.9959	

GPA 2172 Calculation:

Calculated Gross BTU per ft³ @ 14.73 psia & 60°F

Real Gas Dry BTU	1293	5141
Water Sat. Gas Base BTU	1271	5052
Ideal, Gross HV - Dry at 14.73 psia	1287.2	5141.1
Ideal, Gross HV - Wet	1264.8	5051.6
Net BTU Wet Gas - real gas	1154	

Hydrocarbon Laboratory Manager

Quality Assurance: The above analyses are performed in accordance with ASTM, UOP, GPA guidelines for quality assurance, unless otherwise stated.



March 20, 2023

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


Re: Application for Pool Commingling and Off-lease Storage, Measurement, and Marketing of Oil and Gas Production.

To whom it may concern,

I certify that as of the date below, the ownership in the lands and pools referenced in this commingling application is **diverse** as defined in 19.15.12.7 NMAC.

Respectfully submitted,

TAP ROCK OPERATING, LLC


Taylor McVean
Landman
tmcvean@taprk.com

3/20/23
Date

From: [McClure, Dean, EMNRD](#) on behalf of [Engineer, OCD, EMNRD](#)
To: [Michael Rodriguez](#)
Cc: [McClure, Dean, EMNRD](#); [Kautz, Paul, EMNRD](#); [Wrinkle, Justin, EMNRD](#); [Powell, Brandon, EMNRD](#); [Paradis, Kyle Q](#); [Walls, Christopher](#)
Subject: Approved Administrative Order PLC-914
Date: Monday, September 11, 2023 3:49:57 PM
Attachments: [PLC914 Order.pdf](#)

NMOCD has issued Administrative Order PLC-914 which authorizes Tap Rock Operating, LLC (372043) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-51133	Dingo Federal Com #111H	W/2 W/2	1-24S-34E	96434
		W/2 NW/4	12-24S-34E	
30-025-51134	Dingo Federal Com #115H	W/2 W/2	1-24S-34E	96434
		W/2 NW/4	12-24S-34E	
30-025-51135	Dingo Federal Com #121H	W/2 W/2	1-24S-34E	96434
		W/2 NW/4	12-24S-34E	
30-025-51136	Dingo Federal Com #131H	W/2 W/2	1-24S-34E	96434
		W/2 NW/4	12-24S-34E	
30-025-51137	Dingo Federal Com #201H	W/2 W/2	1-24S-34E	2220
		W/2 NW/4	12-24S-34E	

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

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
DINGO FED COM	115H	3002551134	NMNM113417	NMNM113417	TAP ROCK
DINGO FED COM	121H	3002551135	NMNM113417	NMNM113417	TAP ROCK
DINGO FED COM	131H	3002551136	NMNM113417	NMNM113417	TAP ROCK
DINGO FED COM	201H	3002551137	NMNM113417	NMNM113417	TAP ROCK
DINGO FED COM	111H	3002551133	NMNM113417	NMNM113417	TAP ROCK

Notice of Intent

Sundry ID: 2721740

Type of Submission: Notice of Intent

Date Sundry Submitted: 03/20/2023

Date proposed operation will begin: 03/20/2023

Type of Action: Commingling (Surface)

Time Sundry Submitted: 12:59

Procedure Description: Tap Rock requests surface commingling for the referenced wells located at Dingo CTB in accordance with 43 CFR 3173.14(a)(1)(iii).

Surface Disturbance

Is any additional surface disturbance proposed?: No

NOI Attachments

Procedure Description

Dingo_CTB_BLM_Comingling_Application_Combined_20230320_20230320125842.pdf

Conditions of Approval

Specialist Review

Surface_Comingling_COA_20230817131902.pdf

Operator

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

Operator Electronic Signature:

Signed on:

Name: TAP ROCK OPERATING LLC
Title: Regulatory Analyst
Street Address: 523 PARK POINT DRIVE SUITE 200
City: GOLDEN **State:** CO
Phone: (720) 772-5910
Email address: JTRLICA@TAPRK.COM

Field

Representative Name:
Street Address:
City: **State:** **Zip:**
Phone:
Email address:

BLM Point of Contact

BLM POC Name: JONATHON W SHEPARD

BLM POC Phone: 5752345972

Disposition: Engineer Complete

Signature: Jonathon Shepard

BLM POC Title: Petroleum Engineer

BLM POC Email Address: jshepard@blm.gov

Disposition Date: 08/17/2023

TAP ROCK RESOURCES, LLC

523 PARK POINT DRIVE, SUITE 200 - GOLDEN, COLORADO 80401



May 5, 2023

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

Re: Application for Pool Commingling and Off-lease Storage, Measurement, and Marketing of Oil and Gas Production.

**SELF-AFFIRMED STATEMENT OF
MICHAEL RODRIGUEZ REGARDING NOTICE**

1. I am attorney in fact and authorized representative of Tap Rock Operating, LLC, the Applicant herein.
2. On March 24, 2023, I caused notice of the captioned application to be sent by certified mail to all owners entitled to receive notice.
3. The notice letter attached as **Exhibit C-1** and the application were sent to the uncommitted interest owners. **Exhibit C-1** also contains a tracking sheet that identifies the parties and addresses that notice was sent to and the status of receipt.
4. On March 26, 2023, notice was also directed to all interested parties by publication in the Hobbs News-Sun. An Affidavit of Publication from the Publisher of the Hobbs News-Sun and a copy of the notice publication are attached as **Exhibit C-2**.
5. I understand that this Self-Affirmed Statement will be used as written testimony in this case. I affirm that my testimony in paragraphs 1 through 4 above is true and correct and is made under penalty of perjury under the laws of the State of New Mexico. My testimony is made as of the date handwritten next to my signature below.

A handwritten signature in black ink, appearing to read "MR", written over a horizontal line.

Michael Rodriguez

05/05/2023

Date

TAP ROCK OPERATING, LLC

523 PARK POINT DRIVE, SUITE 200 - GOLDEN, COLORADO 80401

MICHAEL RODRIGUEZ – ATTORNEY
MDRODRIGUEZ@TAPRK.COM



March 24, 2023

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

TO ALL AFFECTED PARTIES

Re: Application for Pool Commingling and Off-lease Storage, Measurement, and Marketing of Oil and Gas Production.

To whom it may concern:

Enclosed is a copy of the above-referenced application filed with the New Mexico Oil Conservation Division ("Division") on this date by Tap Rock Operating, LLC ("Tap Rock") (OGRID No. 372043). Any objection to this application must be filed in writing within twenty days from this date at the Division's Santa Fe office located at 1220 South St. Francis Drive, Santa Fe, New Mexico, 87505. If no objection is received within this twenty-day period, the Division may administratively approve this application.

This notice is to advise you that the enclosed application for pool and surface commingling applies to the wells listed in the application. In accordance with Rule 19.15.12.10(C)(4)(g) NMAC, Tap Rock requests the option to include additional pools or leases within the defined parameters set forth in the Order for future additions.

If you have any questions about this application, please contact me at (720) 245-2606 or mdrodriguez@taprk.com.

Thank you,

/s/ Michael Rodriguez
Michael Rodriguez
Staff Attorney
Tap Rock Operating, LLC

MainClass	TrackingNo	ToCompanyName	ToName	DeliveryAddress	AddressLine2	City	State	Zip	ERR_SigDate	USPS_Status	StatusCode
Certified with Return Receipt (Signature)	94148118987658 33004595		TAP ROCK RESOURCES II	523 Park Point Dr Ste 200		Golden	CO	80401-9387	03/28/2023 01:47:16	Your item has been delivered to an agent for final delivery in GOLDEN, CO 80401 on March 27, 2023 at	D
Certified with Return Receipt (Signature)	94148118987658 33005295		CROWNROCK MINERALS LP	PO Box 51933		Midland	TX	79710-1933	03/29/2023 00:44:38	Your item was delivered to an individual at the address at 12:57 pm on March 28, 2023 in MIDLAND, TX 79705.	D
Certified with Return Receipt (Signature)	94148118987658 33005240		CHEVRON USA INC	PO Box 730436		Dallas	TX	75373-0436	03/31/2023 07:46:43	Your item was picked up at a postal facility at 4:57 pm on March 30, 2023 in DALLAS, TX 75260.	D
Certified with Return Receipt (Signature)	94148118987658 33005288		VIPER ENERGY PARTNERS LLC	515 Central Park Dr Ste 100		Oklahoma City	OK	73105-1756	03/30/2023 01:45:59	Your item was delivered to an individual at the address at 9:03 am on March 29, 2023 in OKLAHOMA CITY, OK 73105.	D
Certified with Return Receipt (Signature)	94148118987658 33005271		NEW MEXICO WESTERN MINERALS INC	PO Box 45750		Rio Rancho	NM	87174-5750	03/29/2023 00:44:38	Your item was picked up at the post office at 10:31 am on March 28, 2023 in RIO RANCHO, NM 87124.	D
Certified with Return Receipt (Signature)	94148118987658 33005813		BEXP I OG LLC	5914 W Courtyard Dr Ste 340		Austin	TX	78730-4928	04/02/2023 06:45:48	Your item was delivered to the front desk, reception area, or mail room at 12:35 pm on April 1, 2023 in AUSTIN, TX 78730.	D
Certified with Return Receipt (Signature)	94148118987658 33005851	C/O Personal Administrators Inc	RONALD J BYERS COMPANY LLC	3939 Bee Caves Rd Bldg C100		West Lake Hills	TX	78746-6431	04/02/2023 06:46:01	Your item was delivered to an individual at the address at 11:31 am on April 1, 2023 in AUSTIN, TX 78746.	D
Certified with Return Receipt (Signature)	94148118987658 33005868		WILLIAM C & ELAINE M WALKER FAMILY TRUST	3123 Avondale St		Fort Worth	TX	76109-1002	04/04/2023 07:45:24	Your item was delivered to an individual at the address at 2:17 pm on April 3, 2023 in FORT WORTH, TX 76109.	D
Certified with Return Receipt (Signature)	94148118987658 33005820	John Kyle Thoma Ttee	THE CORNERSTONE FAMILY TRUST	PO Box 558		Peyton	CO	80831-0558	03/28/2023 01:47:14	Your item was delivered to an individual at the address at 10:44 am on March 27, 2023 in PEYTON, CO 80831.	D
Certified with Return Receipt (Signature)	94148118987658 33005806		OFFICE OF NATURAL RESOURCES REVENUE	PO Box 25627		Denver	CO	80225-0627	03/28/2023 01:47:12	Your item was picked up at a postal facility at 9:05 am on March 27, 2023 in DENVER, CO 80225.	D
Certified with Return Receipt (Signature)	94148118987658 33005899		CAYUGA ROYALTIES LLC	PO Box 540711		Houston	TX	77254-0711		Your item arrived at our PHOENIX AZ DISTRIBUTION CENTER ANNEX origin facility on May 4, 2023 at 9:06 pm. The item is currently in transit to the destination.	I
Certified with Return Receipt (Signature)	94148118987658 33004540		BEXP I LP	5914 W Courtyard Dr Ste 340		Austin	TX	78730-4928	04/02/2023 06:45:48	Your item was delivered to the front desk, reception area, or mail room at 12:35 pm on April 1, 2023 in AUSTIN, TX 78730.	D
Certified with Return Receipt (Signature)	94148118987658 33005844		COG OPERATING LLC	600 W Illinois Ave		Midland	TX	79701-4882	03/30/2023 01:46:00	Your item was picked up at a postal facility at 7:49 am on March 29, 2023 in MIDLAND, TX 79702.	D
Certified with Return Receipt (Signature)	94148118987658 33005882		MALIBU RESOURCES LLC	525 Burton Hill Rd		Westworth Village	TX	76114-4242	04/04/2023 07:45:24	Your item was delivered to an individual at the address at 3:34 pm on April 3, 2023 in FORT WORTH, TX 76114.	D
Certified with Return Receipt (Signature)	94148118987658 33005837		INNOVENTIONS INC	PO Box 40		Cedar Crest	NM	87008-0040	03/28/2023 01:47:17	Your item was picked up at the post office at 11:46 am on March 27, 2023 in CEDAR CREST, NM 87008.	D
Certified with Return Receipt (Signature)	94148118987658 33005875		RRIG ENERGY LLC	105 Nursery Ln Ste 110		Fort Worth	TX	76114-4388	03/29/2023 00:44:36	Your item has been delivered to an agent for final delivery in FORT WORTH, TX 76114 on March 28, 2023 at 11:52 am.	D
Certified with Return Receipt (Signature)	94148118987658 33005714		STAGNER LLC	18753 Jones Creek Ct		Reno	NV	89508-4004	03/29/2023 00:44:37	Your item was delivered to an individual at the address at 12:50 pm on March 28, 2023 in RENO, NV 89508.	D
Certified with Return Receipt (Signature)	94148118987658 33005752	Karin Hudges, As Agent	THE MILLER FAMILY MINERAL INTEREST LLC	8311 Snoqualmie Dr		Pasco	WA	99301-6776	03/29/2023 00:44:37	Your item was delivered to an individual at the address at 11:25 am on March 28, 2023 in PASCO, WA 99301.	D

Certified with Return Receipt (Signature)	94148118987658 33004571	FRANKLIN MOUNTAIN ENERGY, LLC	44 Cook St Ste 1000	Denver	CO	80206-5827	03/28/2023 01:47:14	Your item was delivered to the front desk, reception area, or mail room at 3:44 pm on March 27, 2023 in DENVER, CO 80206.	D
Certified with Return Receipt (Signature)	94148118987658 33005219	FRANKLIN MOUNTAIN ROYALTY INVESTMENTS LLC	44 Cook St Ste 1000	Denver	CO	80206-5827	03/28/2023 01:47:13	Your item was delivered to the front desk, reception area, or mail room at 3:44 pm on March 27, 2023 in DENVER, CO 80206.	D
Certified with Return Receipt (Signature)	94148118987658 33005257	RHEINER HOLDINGS LLC	PO Box 980552	Houston	TX	77098-0552	04/09/2023 07:44:25	Your item was delivered at 8:42 am on April 8, 2023 in HOUSTON, TX 77098.	D
Certified with Return Receipt (Signature)	94148118987658 33005264	PREVAIL ENERGY LLC	521 Dexter St	Denver	CO	80220-5035	03/28/2023 01:47:14	Your item was delivered to an individual at the address at 3:41 pm on March 27, 2023 in DENVER, CO 80220.	D
Certified with Return Receipt (Signature)	94148118987658 33005226	MONTICELLO MINERALS LLC	4128 Bryn Mawr Dr	Dallas	TX	75225-6736	03/29/2023 00:44:37	Your item was delivered to an individual at the address at 1:14 pm on March 28, 2023 in DALLAS, TX 75225.	D

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

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

Beginning with the issue dated
March 26, 2023
and ending with the issue dated
March 26, 2023.


Publisher

Sworn and subscribed to before me this
26th day of March 2023.


Business Manager

My commission expires
January 29, 2027
(Seal)

STATE OF NEW MEXICO
NOTARY PUBLIC
GUSSIE RUTH BLACK
COMMISSION # 1087526
COMMISSION EXPIRES 01/29/2027

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

LEGAL NOTICE
March 26, 2023

To all interested parties subject to notice including: BEXP I LP; The Allar Company; Allar Development LLC; Franklin Mountain Energy, LLC; Franklin Mountain Royalty Investments LLC; Rheiner Holdings LLC; Prevail Energy LLC; Monticello Minerals LLC; Crownrock Minerals LP; Chevron Usa Inc; Viper Energy Partners LLC; New Mexico Western Minerals Inc; BEXP I OG LLC; Ronald J Byers Company LLC; William C & Elaine M Walker Family Trust; The Cornerstone Family Trust; Office Of Natural Resources Revenue; Cayuga Royalties LLC; COG Operating LLC; Malibu Resources LLC; Innoventions Inc; Rrig Energy LLC; Stagner LLC; The Miller Family Mineral Interest LLC; The William E. Walker Living Trust; Mary Rachel Headley; Tate Byrne Jennings; Scot C Miller; Sandi Miller; Percy Lee Lawrence, III & Patricia C. Lawrence; David W. Lawrence & Meg Depender Lawrence; Anne Elizabeth Lawrence; Michael And Pamela Moore Revocable Trust; Ann Akin; Ann Allison; The Mary J. Mcwhorter Trust; Arrington Oil & Gas Royalty Fund LLC; Mcwhorter Family Trust, Dated 10/30/2000; Regeneration Energy Corp; Regen Royalty Corp; Mongoose Minerals LLC, Personal Administrators Inc., John Kyle Thoma; Karin Huges; William E. Walker II; Michael Herd Moore; Pamela Christine Moore; James Mcwhorter; Brent W. Mcwhorter; Ruth A. Mcwhorter and their successors or assigns. On March 22, 2023, Tap Rock Operating, LLC ("Tap Rock") (OGRID No. 372043) submitted this application requesting administrative approval for pool commingling of oil and gas production for the following wells located in Lot 4, SW/4NW/4, W/2SW/4 of Section 1 and W/2NW/4 of Section 12, Township 24 South, Range 34 East, Lea County, New Mexico and any additional infill wells that produce from the same pools within the subject lands with notice provided only to the interest owners within these future spacing units pursuant to 19.15.12.10.C(4)(g) NMAC:

AP (30-025-)	Well Name	Unit Letter	Section- Township-Range	Pool Name (Pool Code)
51133	DINGO FEDERAL COM #111H	E	S12-T24S-R34E	Red Hills; Bone Spring North (96434)
51134	DINGO FEDERAL COM #115H	E	S12-T24S-R34E	Red Hills; Bone Spring North (96434)
51135	DINGO FEDERAL COM #121H	E	S12-T24S-R34E	Red Hills; Bone Spring North (96434)
51136	DINGO FEDERAL COM #131H	E	S12-T24S-R34E	Red Hills; Bone Spring North (96434)
51137	DINGO FEDERAL COM #201H	E	S12-T24S-R34E	Antelope Ridge; Wolfcamp (2220)

Oil and gas production from these pools, wells, and lands will be commingled and sold at the Dingo Fed Com CTB located in Section 12, Township 24 South, Range 34 East. Prior to commingling, gas production from each separator will be separately metered with calibrated orifice meters that are manufactured to AGA specifications. Oil production from each separator will also be separately metered using turbine meters. Any objection to this application must be filed in writing within twenty days from the date of publication with the applicant and the New Mexico Oil Conservation Division located at 1220 South St. Francis Drive, Santa Fe, New Mexico, 87505. If no objection is received within this twenty-day period, this application may be approved administratively by the Division. If you have any questions about this application, please contact Jeff Trlica at (720) 772-5910.

#00276977

67117307

00276977

MICHAEL RODRIGUEZ
TAP ROCK OPERATING LLC
523 PARK POINT DR
GOLDEN, CO 80401

From: [Michael Rodriguez](#)
To: [McClure, Dean, EMNRD](#)
Subject: RE: [EXTERNAL] Action ID: 372043; PLC-914
Date: Thursday, September 7, 2023 11:20:32 AM
Attachments: [image001.png](#)
[image002.png](#)
[Dingo Fed Com BLM Sundry Commingling Approved 20230817.pdf](#)

Good afternoon Dean, attached is the BLM-approved surface commingling Sundry for the wells listed in the subject application. Noted regarding your additional notes, thank you for pointing that out.

Please let me know if there is anything else I can address.

Thank you,

Michael Rodriguez
Staff Attorney
(720) 245-2606
mdrodriguez@taprk.com



From: McClure, Dean, EMNRD <Dean.McClure@emnrd.nm.gov>
Sent: Sunday, September 3, 2023 2:45 PM
To: Michael Rodriguez <mdrodriguez@taprk.com>
Subject: [EXTERNAL] Action ID: 372043; PLC-914

[EXTERNAL] This email originated from outside your organization. Do not trust links or attachments.

To whom it may concern (c/o Michael Rodriguez for Tap Rock Operating, LLC),

The Division is reviewing the following application:

Action ID	372043
Admin No.	PLC-914
Applicant	Tap Rock Operating, LLC (372043)
Title	Dingo CTB
Sub. Date	3/22/2023

Please provide the following additional supplemental documents:

-

Please provide additional information regarding the following:

- Please confirm that the BLM has received notice of this application. Please note that the federal revenue office in Denver may not be noticed in lieu of the regional BLM offices such as the one in Santa Fe or the one in Carlsbad.

Additional notes:

- Please note that the notice exceptions granted under 19.15.12.10 C.(4)(g) NMAC are not related to the infill well request. The language within this application is not sufficient to meet the requirements for 19.15.12.10 C.(4)(g) approval. Additionally, that language is not really sufficient to meet the infill well requirements either. I speculate that this application may have been submitted prior to a discussion with myself clarifying the topics. If not, please reach out independently of this application for clarification.

Tap Rock Operating, LLC ("Tap Rock") (OGRID No. 372043) seeks administrative approval for pool commingling of oil and gas production for the following wells located in Lot 4, SW/4NW/4, W/2SW/4 of Section 1 and W/2NW/4 of Section 12, Township 24 South, Range 34 East, Lea County, New Mexico and any additional infill wells that produce from the same pools within the subject lands with notice provided only to the interest owners within these future spacing units pursuant to 19.15.12.10.C(4)(g) NMAC:

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

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

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 TAP ROCK OPERATING, LLC**

ORDER NO. PLC-914

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. Tap Rock Operating, LLC (“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 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.
4. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
5. 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.
6. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10.C.(4)(g) NMAC.
7. 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

8. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.

9. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10.A.(2) NMAC, 19.15.12.10.C.(4)(c) NMAC, and 19.15.12.10.C.(4)(e) NMAC, as applicable.
10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9.A.(5) NMAC and 19.15.23.9.A.(6) NMAC, as applicable.
11. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10.B.(1) NMAC or 19.15.12.10.C.(1) NMAC, as applicable.
12. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10.B.(3) NMAC and 19.15.12.10.C.(4)(h) NMAC.
13. Applicant's defined parameters to prospectively include additional pools, leases, and wells do not comply with 19.15.12.10.C.(4)(g) NMAC.
14. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

ORDER

1. Applicant is authorized to surface commingle oil and gas production from the pools, 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 or gas title transfer meter described in Exhibit A.

2. 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 a 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 commingling application to OCD to conform this Order with the approved Agreement(s). If Applicant fails to submit the new surface commingling application or OCD denies the new surface commingling 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.

3. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
4. 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.
5. 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.
6. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10.C.(2) NMAC.
7. 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.
8. Applicant's request for authorization to add pools, leases, and wells prospectively pursuant to 19.15.12.10.C.(4)(g) NMAC is denied.
9. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
10. 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).
11. 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**



**DYLAN M. FUGE
DIRECTOR**

DATE: 9/11/2023

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **PLC-914**

Operator: **Tap Rock Operating, LLC (372043)**

Central Tank Battery: **Dingo Central Tank Battery**

Central Tank Battery Location: **UL E, Section 12, Township 24 South, Range 34 East**

Gas Title Transfer Meter Location: **UL E, Section 12, Township 24 South, Range 34 East**

Pools

Pool Name	Pool Code
ANTELOPE RIDGE; WOLFCAMP	2220
RED HILLS; BONE SPRING, NORTH	96434

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
NMNM 105395477 (113417)	D E L	1-24S-34E
Fee	SW/4 SW/4	1-24S-34E
Fee	W/2 NW/4	12-24S-34E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-51133	Dingo Federal Com #111H	W/2 W/2 W/2 NW/4	1-24S-34E 12-24S-34E	96434
30-025-51134	Dingo Federal Com #115H	W/2 W/2 W/2 NW/4	1-24S-34E 12-24S-34E	96434
30-025-51135	Dingo Federal Com #121H	W/2 W/2 W/2 NW/4	1-24S-34E 12-24S-34E	96434
30-025-51136	Dingo Federal Com #131H	W/2 W/2 W/2 NW/4	1-24S-34E 12-24S-34E	96434
30-025-51137	Dingo Federal Com #201H	W/2 W/2 W/2 NW/4	1-24S-34E 12-24S-34E	2220

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit B

Order: **PLC-914**
Operator: **Tap Rock Operating, LLC (372043)**

Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring NMNM 105824669	W/2 W/2 W/2 NW/4	1-24S-34E 12-24S-34E	240.02	A
CA Wolfcamp NMNM 105824668	W/2 W/2 W/2 NW/4	1-24S-34E 12-24S-34E	240.02	B

Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 105395477 (113417)	D E L	1-24S-34E	120.02	A
Fee	SW/4 SW/4	1-24S-34E	40	A
Fee	W/2 NW/4	12-24S-34E	80	A
NMNM 105395477 (113417)	D E L	1-24S-34E	120.02	B
Fee	SW/4 SW/4	1-24S-34E	40	B
Fee	W/2 NW/4	12-24S-34E	80	B

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 199910

CONDITIONS

Operator: TAP ROCK OPERATING, LLC 523 Park Point Drive Golden, CO 80401	OGRID: 372043
	Action Number: 199910
	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.	9/11/2023