

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: Marathon Oil Permian LLC **OGRID Number:** 372098
Well Name: Blue Ridge BS Federal Com 501H; Blue Ridge WC Federal Com 701H; Blue Ridge WC Federal Com 702H **API:** 30-015-54490; 30-015-54491; 30-015-53409
Pool: Wildcat G-04 S26208A; Bone Spring & Purple Sage; Wolfcamp (Gas) **Pool Code:** 97801 & 98220

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.

Adrian Covarrubias

Print or Type Name

Adrian Covarrubias

Signature

3/13/2024

Date

713-296-3368

Phone Number

acovarrubias@marathonoil.com

e-mail Address

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

State of New Mexico
Energy, Minerals and Natural Resources Department
OIL CONSERVATION DIVISION
1220 S. St Francis Drive
Santa Fe, New Mexico 87505

Form C-107-B
Revised August 1, 2011

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: Marathon Oil Permian LLC
OPERATOR ADDRESS: 990 Town & Country Blvd, Houston, TX 77024
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
Wildcat G-04 S26208A; Bone Spring (97801)	54.20 / 1359				
Purple Sage; Wolfcamp (Gas) (98220)	54.20 / 1359				

- (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: Adrian Covarrubias TITLE: Adv. Regulatory Compliance Rep DATE: 3/13/2024

TYPE OR PRINT NAME Adrian Covarrubias TELEPHONE NO.: 713-296-3368

E-MAIL ADDRESS: acovarrubias@marathonoil.com

Page 3 of 46

Ryan Gyllenband
Staff Land Professional



Marathon Oil Permian LLC
990 Town & Country Blvd.
Houston, TX 77024
Telephone: 713.296.2453
mrgyllenband@marathonoil.com

March 18, 2024

Mr. Dean McClure
Petroleum Specialist
New Mexico Oil Conservation Division
1220 South Francis Drive
Santa Fe, NM 87505

Re: Marathon Oil Permian LLC - Surface Commingling
Blue Ridge Federal Com 501H, 701H, & 702H
E/2 of Section 17 & 20 of T26S-R29E
Eddy County, New Mexico

Mr. McClure,

Marathon Oil Permian LLC ("Marathon") has filed the attached application with the New Mexico Oil Conservation Division ("Division") for administrative approval to surface lease commingle production according to the provisions of NMAC 19.15.12.10.B from the Blue Ridge BS Federal Com 501H (API #30-015-54490), Blue Ridge WC Federal Com 701H (API #30-015-54491) and the Blue Ridge WC Federal Com 702H (API #30-015-53409) wells located in the E/2 of Sections 17 & 20, T26S-R29E, Eddy County, New Mexico. There was no compulsory pooling completed for these wells. The working, royalty and overriding royalty interests and owners in these two wells are identical.

Should you have any questions please do not hesitate to contact me at 713-296-2453 or by email at mrgyllenband@marathonoil.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Gyllenband', written over a light blue horizontal line.

Ryan Gyllenband
Staff Land Professional

SURFACE COMMINGLING
Blue Ridge 501H 701H 702H

Marathon Oil Permian LLC is submitting an application to surface commingle under 19.15.12.10(B) NMAC for Commingling with Identical Ownership.

The approval of this commingle will not affect the value of oil and gas.

Please see below for details:

Marathon Oil Permian LLC will be using the metering method to measure and allocate production. Please see below for Method of Allocation.

List of Wells, Leases, and Pools to be commingled:

WELL NAME	API #	LEASE	POOL (CODE)
Blue Ridge BS Federal Com 501H	30-015-54490	CA Pending (Bone Spring) E2 Sec 20 & E2 Sec 17 T26S-R29E	WILDCAT G-04 S262908A; BONE SPRING (97801)
Blue Ridge WC Federal Com 701H	30-015-54491	CA Pending (Wolfcamp) E2 Sec 20 & E2 Sec 17 T26S-R29E	PURPLE SAGE; WOLFCAMP (GAS) (98220)
Blue Ridge WC Federal Com 702H	30-015-53409	CA Pending (Wolfcamp) E2 Sec 20 & E2 Sec 17 T26S-R29E	PURPLE SAGE; WOLFCAMP (GAS) (98220)

Oil, gas, and water produced from the wells will be piped to the tank battery located on pad (location UL. O-Sec.20-T26S-R29E). Please see attached maps.

Future additions:

Pursuant to Statewide rule 19.15.12.10(C)(4)(g) NMAC, Marathon Oil Permian LLC (Marathon) requests option to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by submitting a Form C-107-B provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.

Furthermore, Marathon requests to be able to add wells from pools and leases identified in the application by submitting a subsequent sundry C-103 and C-102 to the NMOCD.

SURFACE COMMINGLING
Blue Ridge 501H 701H 702H

OIL ALLOCATION METHODOLOGY

Each well has a Coriolis meter at the three-phase separator that measures oil produced by the well. This volume is used to determine the theoretical percentage each well produced and is used to allocate Calculated Production and Total Sales Volumes back to each well.

- A. Theoretical % of production for each well is calculated by dividing each oil meter volume by the sum of the oil meters.
- B. Total Production of the facility is calculated by adding Ending Inventory plus LACT Sales Meter minus Beginning Inventory.
- C. Total Available Sale is calculated by adding Total Production plus Beginning Inventory.
- D. Theoretical % for each well is multiplied by the Total Production and Total Available Sales.
- E. Total Oil Sales is oil measured through the LACT meter. Volumes are verified with the LACT tickets.
- F. Beginning Inventory comes from previous accounting period's Closing Inventory for each well.
- G. Ending Inventory is calculated by measuring the height of oil in the tanks. Ending Inventory for each well is calculated by multiplying the Theoretical % of Production by total of ending inventory.

GAS ALLOCATION METHODOLOGY

Each well has an orifice meter and a gas lift meter. The facility has a Sales meter that measures volume of gas before it leaves the facility.

- A. Net Well Production is base amount of production not used for gas lift and is calculated by subtracting Gas Lift (GL) metered volume from the Orifice meter readings.
- B. Theoretical % used for the allocation is calculated by dividing the Net Well Production Volume for each well into the sum of the total Net Well Production.
- C. Net Facility Gas is volume of gas sold for royalty purposes and is measured with a meter as it leaves the facility. This volume is verified with purchaser statements.
- D. Theoretical % for each well is multiplied by the Net Facility Gas to determine Sales, Lease Fuel for each well.
- E. Lease Use is the volume of gas used by the equipment on the facility.
- F. Gas used to run other equipment is measured via an orifice meter. Total Lease Use gas is allocated to the well based on the wells Theoretical %.
- G. HP Flare is volume of gas flared from the facility, allocated to wells by Theoretical % for each well times the Flare Meter volume.
- H. Individual Compressor usage is based on manufacturer's usage rate applied to compressor run time. Total Compressor Use is calculated by adding Individual Compressor Usage and allocated to wells by Theoretical %.
- I. Allocated Production is all gas produced by the facility and is calculated by adding Net Facility Gas plus HP Flare plus Lease Use.

SURFACE COMMINGLING
Blue Ridge 501H 701H 702H

WATER ALLOCATION METHODOLOGY

Each well has a mag meter at the three-phase separator that measures the volume of water produced by the well.

A. Water Production is the volume of water measured at the mag meter.

All meter proving and calibration frequencies will be performed as per 19.15.12.10(C)(2) NMAC.

Attachments:

- Notification to BLM
- Lease Map
- Flow Diagram
- C-102 Plats

Form 3160-5
(June 2019)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB No. 1004-0137
Expires: October 31, 2021

SUNDRY NOTICES AND REPORTS ON WELLS
Do not use this form for proposals to drill or to re-enter an abandoned well. Use Form 3160-3 (APD) for such proposals.

5. Lease Serial No. MULTIPLE

6. If Indian, Allottee or Tribe Name MULTIPLE

SUBMIT IN TRIPLICATE - Other instructions on page 2

1. Type of Well
☐ Oil Well ☐ Gas Well ☐ Other

2. Name of Operator MARATHON OIL PERMIAN LLC

3a. Address 990 TOWN & COUNTRY BLVD, HOUSTON, TX 3b. Phone No. (include area code) (713) 296-2113

4. Location of Well (Footage, Sec., T.,R.,M., or Survey Description) MULTIPLE

7. If Unit of CA/Agreement, Name and/or No. MULTIPLE

8. Well Name and No. MULTIPLE

9. API Well No. MULTIPLE

10. Field and Pool or Exploratory Area MULTIPLE

11. Country or Parish, State MULTIPLE

12. CHECK THE APPROPRIATE BOX(ES) TO INDICATE NATURE OF NOTICE, REPORT OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION				
<input checked="" type="checkbox"/> Notice of Intent	<input type="checkbox"/> Acidize	<input type="checkbox"/> Deepen	<input type="checkbox"/> Production (Start/Resume)	<input type="checkbox"/> Water Shut-Off	
<input type="checkbox"/> Subsequent Report	<input type="checkbox"/> Alter Casing	<input type="checkbox"/> Hydraulic Fracturing	<input type="checkbox"/> Reclamation	<input type="checkbox"/> Well Integrity	
<input type="checkbox"/> Final Abandonment Notice	<input type="checkbox"/> Casing Repair	<input type="checkbox"/> New Construction	<input type="checkbox"/> Recomplete	<input checked="" type="checkbox"/> Other	
	<input type="checkbox"/> Change Plans	<input type="checkbox"/> Plug and Abandon	<input type="checkbox"/> Temporarily Abandon		
	<input type="checkbox"/> Convert to Injection	<input type="checkbox"/> Plug Back	<input type="checkbox"/> Water Disposal		

13. Describe Proposed or Completed Operation: Clearly state all pertinent details, including estimated starting date of any proposed work and approximate duration thereof. If the proposal is to deepen directionally or recomplete horizontally, give subsurface locations and measured and true vertical depths of all pertinent markers and zones. Attach the Bond under which the work will be perfonned or provide the Bond No. on file with BLM/BIA. Required subsequent reports must be filed within 30 days following completion of the involved operations. If the operation results in a multiple completion or recompletion in a new interval, a Form 3160-4 must be filed once testing has been completed. Final Abandonment Notices must be filed only after all requirements, including reclamation, have been completed and the operator has detennined that the site is ready for final inspection.)

Marathon Oil Permian LLC is submitting application to surface commingle. Please see attached.

14. I hereby certify that the foregoing is true and correct. Name (Printed/Typed) ADRIAN COVARRUBIAS / Ph: (713) 296-3368	Title regulatory Compliance Representative
Signature (Electronic Submission)	Date 03/20/2024

THE SPACE FOR FEDERAL OR STATE OFFICE USE

Approved by	Title	Date
Conditions of approval, if any, are attached. Approval of this notice does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.	Office	

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.

(Instructions on page 2)

GENERAL INSTRUCTIONS

This form is designed for submitting proposals to perform certain well operations and reports of such operations when completed as indicated on Federal and Indian lands pursuant to applicable Federal law and regulations. Any necessary special instructions concerning the use of this form and the number of copies to be submitted, particularly with regard to local area or regional procedures and practices, are either shown below, will be issued by or may be obtained from the local Federal office.

SPECIFIC INSTRUCTIONS

Item 4 - Locations on Federal or Indian land should be described in accordance with Federal requirements. Consult the local Federal office for specific instructions.

Item 13: Proposals to abandon a well and subsequent reports of abandonment should include such special information as is required by the local Federal office. In addition, such proposals and reports should include reasons for the abandonment; data on any former or present productive zones or other zones with present significant fluid contents not sealed off by cement or otherwise; depths (top and bottom) and method of placement of cement plugs; mud or other material placed below, between and above plugs; amount, size, method of parting of any casing, liner or tubing pulled and the depth to the top of any tubing left in the hole; method of closing top of well and date well site conditioned for final inspection looking for approval of the abandonment. If the proposal will involve **hydraulic fracturing operations**, you must comply with 43 CFR 3162.3-3, including providing information about the protection of usable water. Operators should provide the best available information about all formations containing water and their depths. This information could include data and interpretation of resistivity logs run on nearby wells. Information may also be obtained from state or tribal regulatory agencies and from local BLM offices.

NOTICES

The privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 30 U.S.C. 181 et seq., 351 et seq., 25 U.S.C. 396; 43 CFR 3160.

PRINCIPAL PURPOSE: The information is used to: (1) Evaluate, when appropriate, approve applications, and report completion of subsequent well operations, on a Federal or Indian lease; and (2) document for administrative use, information for the management, disposal and use of National Resource lands and resources, such as: (a) evaluating the equipment and procedures to be used during a proposed subsequent well operation and reviewing the completed well operations for compliance with the approved plan; (b) requesting and granting approval to perform those actions covered by 43 CFR 3162.3-2, 3162.3-3, and 3162.3-4; (c) reporting the beginning or resumption of production, as required by 43 CFR 3162.4-1(c) and (d) analyzing future applications to drill or modify operations in light of data obtained and methods used.

ROUTINE USES: Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions in connection with congressional inquiries or to consumer reporting agencies to facilitate collection of debts owed the Government.

EFFECT OF NOT PROVIDING THE INFORMATION: Filing of this notice and report and disclosure of the information is mandatory for those subsequent well operations specified in 43 CFR 3162.3-2, 3162.3-3, 3162.3-4.

The Paperwork Reduction Act of 1995 requires us to inform you that:

The BLM collects this information to evaluate proposed and/or completed subsequent well operations on Federal or Indian oil and gas leases.

Response to this request is mandatory.

The BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT: Public reporting burden for this form is estimated to average 8 hours per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0137), Bureau Information Collection Clearance Officer (WO-630), 1849 C St., N.W., Mail Stop 401 LS, Washington, D.C. 20240

Additional Information

Batch Well Data

Blue Ridge WC FED COM 702H, US Well Number: 3001553409, Case Number: NMNM138836, Lease Number: NMNM138836,
Operator:MARATHON OIL PERMIAN LLC

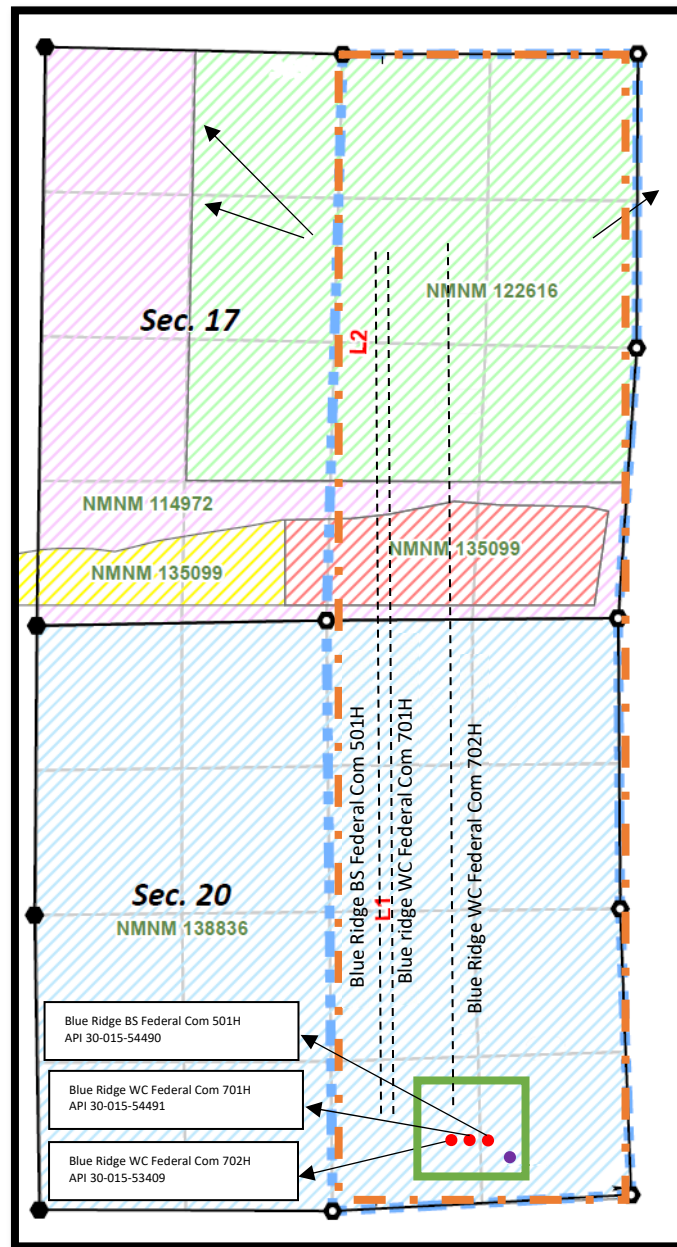
BLUE RIDGE WC Fed Com 701H, US Well Number: 3001554491, Case Number: NMNM138836, Lease Number: NMNM138836,
Operator:MARATHON OIL PERMIAN LLC

BLUE RIDGE BS FED COM 501H, US Well Number: 3001554490, Case Number: NMNM138836, Lease Number: NMNM138836,
Operator:MARATHON OIL PERMIAN LLC

CONFIDENTIAL

SURFACE COMMINGLING
Blue Ridge 501H 701H 702H

Lease Map



Legend:

- Wells
- Well Pad
- CA – Pending (E2 Sec 17 & E2 Sec 20); Wolfcamp
- CA – Pending (E2 Sec 17 & E2 Sec 20); Bone Spring
- Proposed Facility Measurement Point



Blue Ridge Federal Com CTB



701H

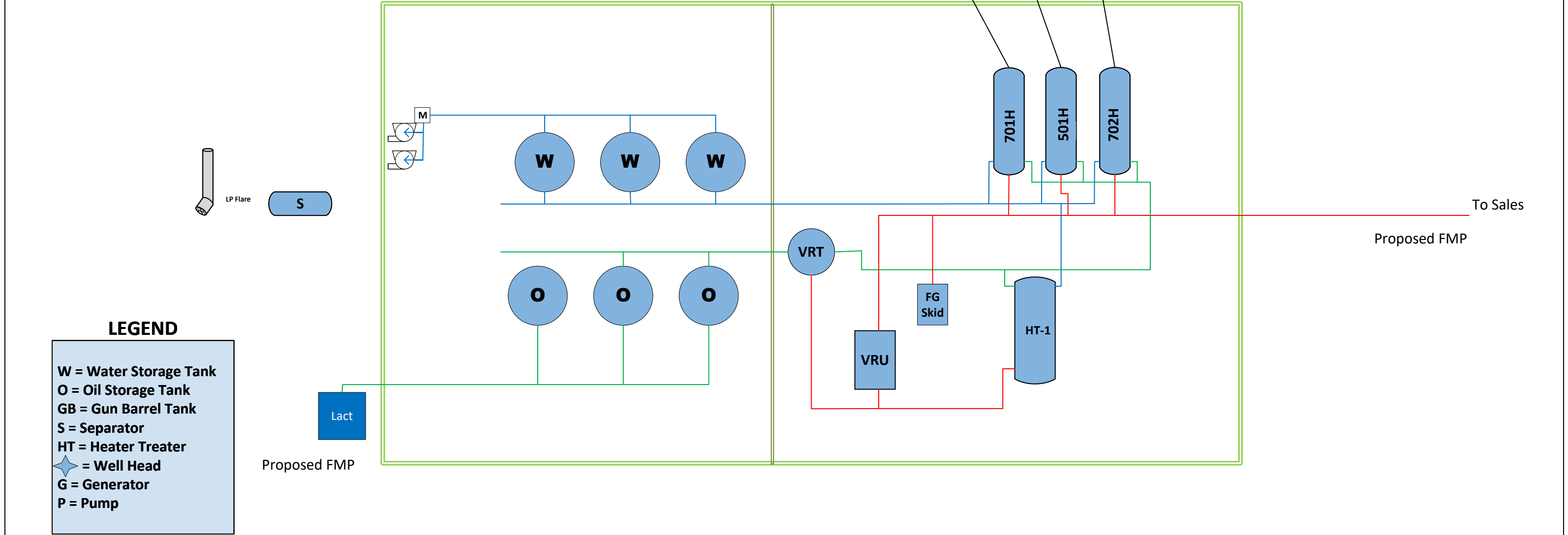
501H

702H

Blue Ridge WC Fed Com 701H
30-015-54491

Blue Ridge BS Fed Com 501H
30-015-54490

Blue Ridge WC Fed Com 702H
30-015-53409



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

¹ API Number 30-015-54490	² Pool Code 97801	³ Pool Name WILDCAT G-04 S262908A; BONE SPRING
⁴ Property Code 335055	⁵ Property Name BLUE RIDGE BS FEDERAL COM	⁶ Well Number 501H
⁷ OGRID No. 372098	⁸ Operator Name MARATHON OIL PERMIAN LLC	⁹ Elevation 2899'

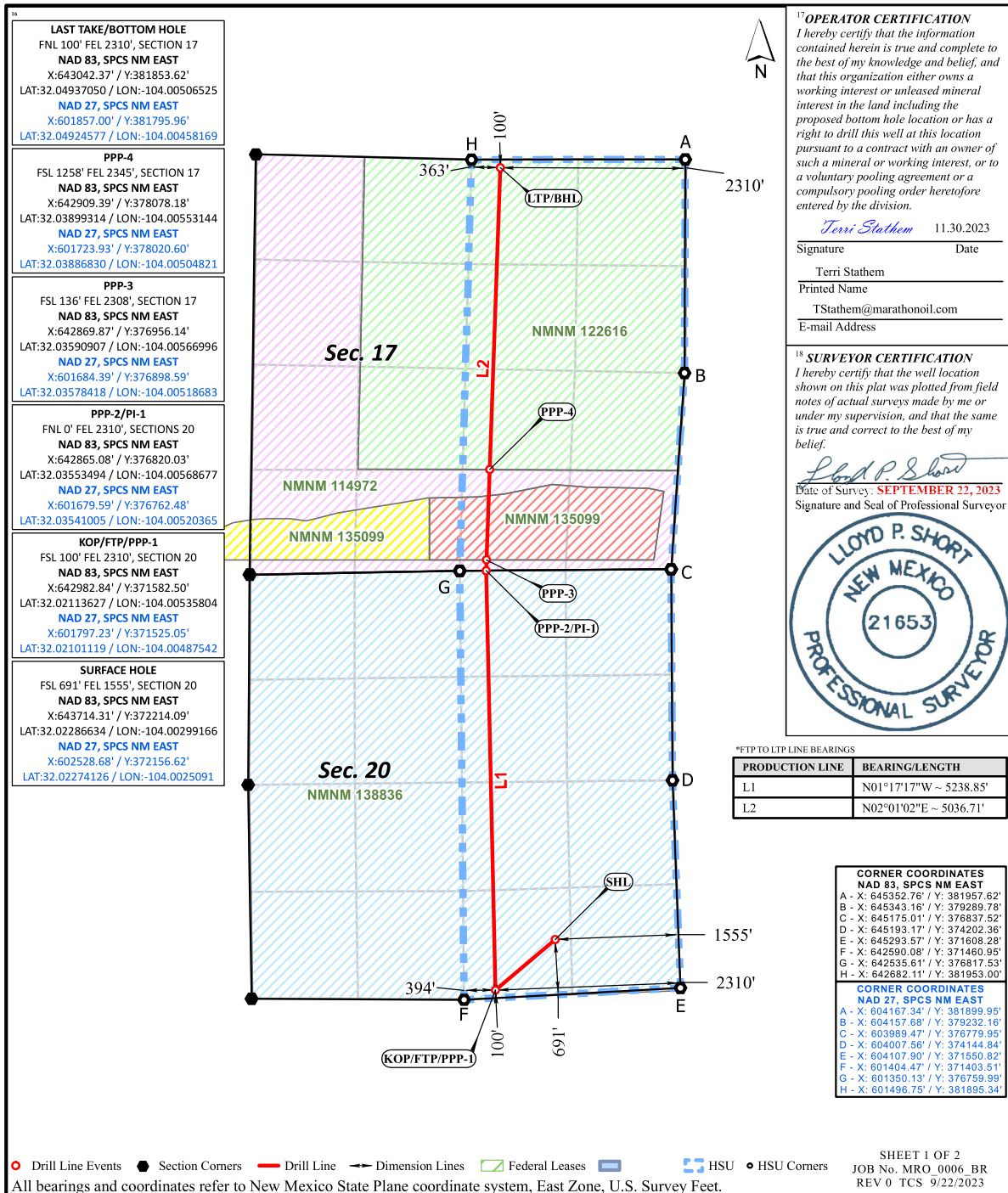
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	20	26S	29E		691'	SOUTH	1555'	EAST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	17	26S	29E		100'	NORTH	2310'	EAST	EDDY
¹² Dedicated Acres 640.00	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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



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
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1000 Rio Brazos Road, Aztec, NM 87410
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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

¹ API Number 30-015-54491	² Pool Code 98220	³ Pool Name PURPLE SAGE; WOLFCAMP (GAS)
⁴ Property Code 335054	⁵ Property Name BLUE RIDGE WC FEDERAL COM	⁶ Well Number 701H
⁷ OGRID No. 372098	⁸ Operator Name MARATHON OIL PERMIAN LLC	⁹ Elevation 2899'

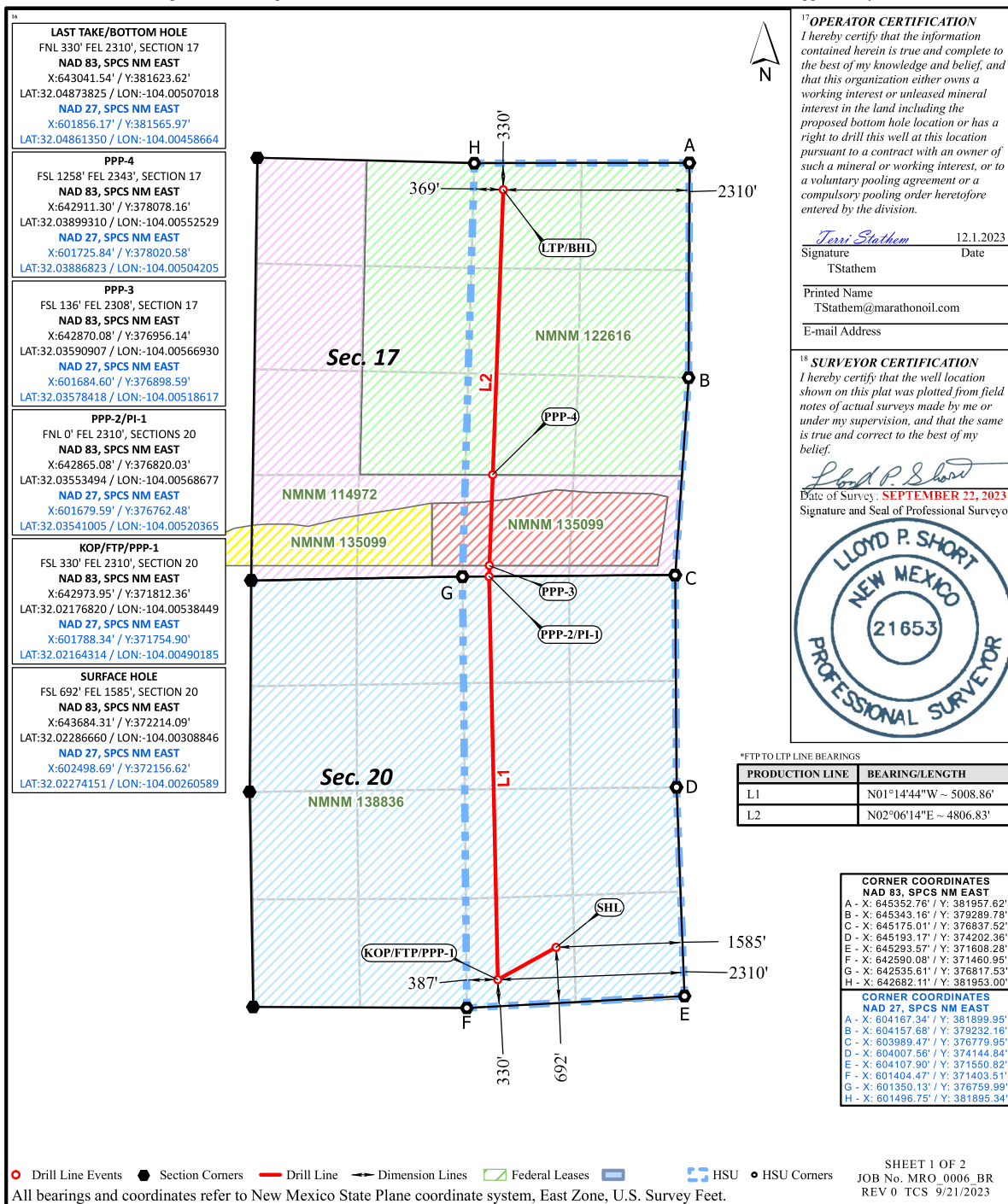
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	20	26S	29E		692'	SOUTH	1585'	EAST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	17	26S	29E		330'	NORTH	2310'	EAST	EDDY
¹² Dedicated Acres 640.00	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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



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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

¹ API Number 30-015-53409	² Pool Code 98220	³ Pool Name PURPLE SAGE; WOLFCAMP (GAS)
⁴ Property Code	⁵ Property Name BLUE RIDGE WC FEDERAL COM	⁶ Well Number 702H
⁷ OGRID No. 372098	⁸ Operator Name MARATHON OIL PERMIAN LLC	⁹ Elevation 2899'

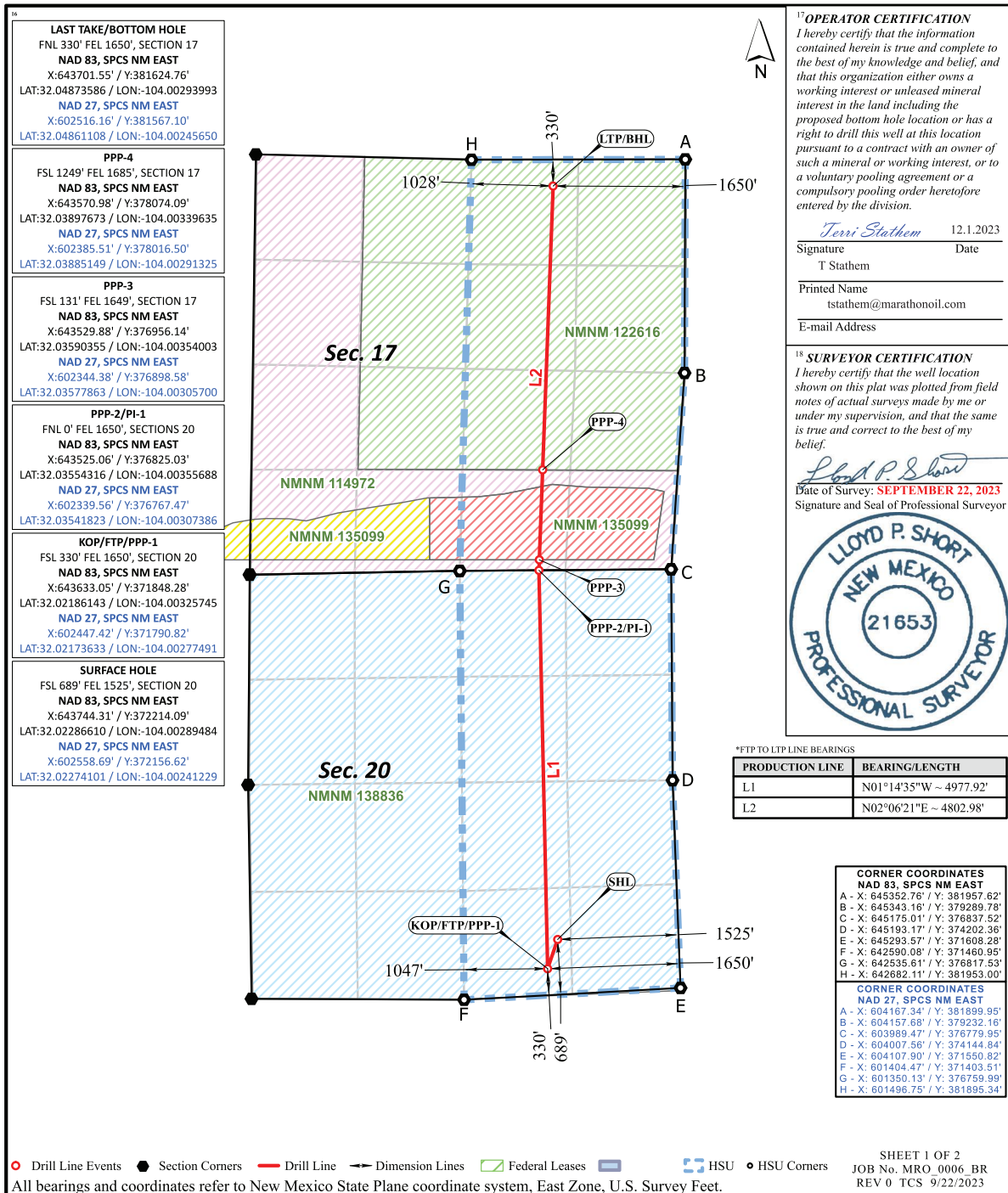
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	20	26S	29E		689'	SOUTH	1525'	EAST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	17	26S	29E		330'	NORTH	1650'	EAST	EDDY
¹² Dedicated Acres 640.00	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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



Federal Communitization Agreement

Contract No. _____

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

E/2 of Section 17, Township 26 South, Range 29 East, and E/2 of Section 20, Township 26 South, Range 29 East, NMPM, Eddy County, New Mexico

Containing 640 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 Marathon Oil Permian LLC, 990 Town & Country Blvd., Houston, TX, 77024. 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 lessees of record and operating rights owners 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 1/6th or 16 2/3 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 5/6th 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 the 1st day of November, 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.

MARATHON OIL PERMIAN LLC
Operator

By: _____
Chase F. Rice, Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS) §
) §
COUNTY OF HARRIS) §

This instrument was acknowledged before me on _____, 2024, by Chase F. Rice, as Attorney-in-fact of **Marathon Oil Permian LLC**, a Delaware limited liability company, on behalf of limited liability company.

(SEAL)

Notary Public
My Commissions Expires: _____

OPERATOR/LESSEE OF RECORD
NMNM-138836 (NMNM105692137)

MARATHON OIL PERMIAN LLC

By: _____
Chase F. Rice, Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS) §
) §
COUNTY OF HARRIS) §

This instrument was acknowledged before me on _____, 2024, by
Chase F. Rice, as Attorney-in-fact of **Marathon Oil Permian LLC**, a Delaware limited liability
company, on behalf of limited liability company.

(SEAL)

Notary Public
My Commissions Expires: _____

WORKING INTEREST OWNER/LESSEE OF RECORD
NMNM-122616 (NMNM105678964)
NMNM-114972 (NMNM105384165)
NMNM-135099 (NMNM105379714)

COG Operating LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024, by
_____, as _____ of **COG Operating**
LLC, a Delaware limited liability company, on behalf of limited liability company.

(SEAL)

Notary Public
My Commissions Expires: _____

WORKING INTEREST OWNER/LESSEE OF RECORD
NMNM-122616 (NMNM105678964)
NMNM-114972 (NMNM105384165)

Concho Oil & Gas LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024, by
_____, as _____ of **Concho Oil & Gas**
LLC, a Delaware limited liability company, on behalf of limited liability company.

(SEAL)

Notary Public
My Commissions Expires: _____

LESSEE OF RECORD
NMNM-135099 (NMNM105379714)

Red Bluff Water Power Control District

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF _____)

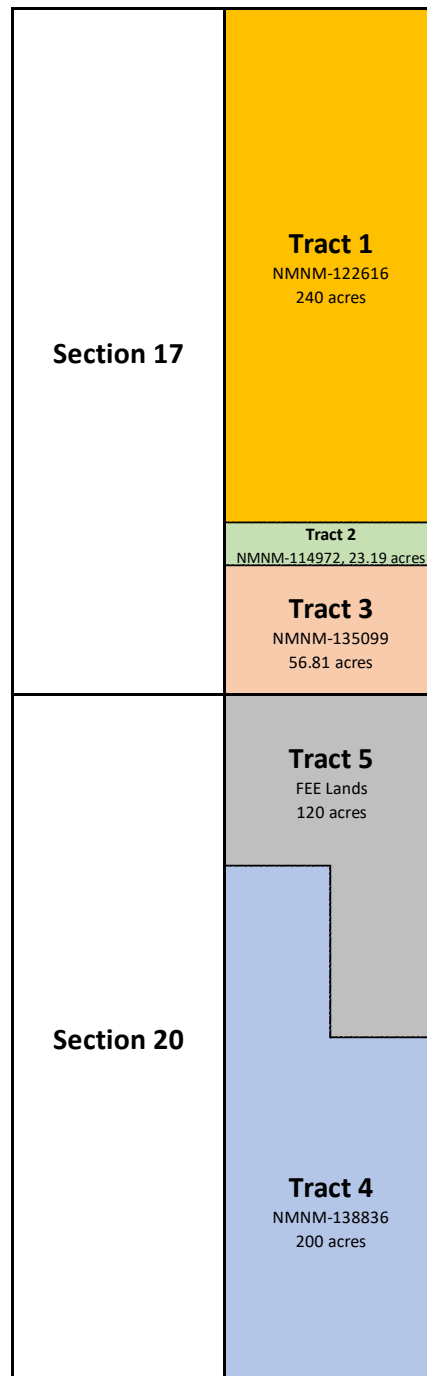
This instrument was acknowledged before me on _____, 2024, by
_____, as _____ of **Red Bluff Water
Power Control District**, on behalf of said district.

(SEAL)

Notary Public
My Commissions Expires: _____

EXHIBIT "A"

Plat of communitized area covering **640** acres in E/2 of Section 17, Township 26 South, Range 29 East, and E/2 of Section 20, Township 26 South, Range 29, NMPM, Eddy County, New Mexico.

Blue Ridge BS Federal Com 501H / 30-015-54490

Exa
EXHIBIT "B"

To Communitization Agreement dated the 1st day of November 2023 embracing the following described land in in E/2 of Section 17, Township 26 South, Range 29 East, and E/2 of Section 20, Township 26 South, Range 29, NMPM, Eddy County, New Mexico.

Operator of Communitized Area: **Marathon Oil Permian LLC**

DESCRIPTION OF LEASES COMMITTED

Tract 1

Lease No. 1

Lease Serial No.:	NMNM-122616 (NMNM105678964)
Description of Land Committed:	Township 26 South, Range 29 East, N.M.P.M. Section 17: NE/4, N/2 SE/4 Eddy County, New Mexico
Number of Acres:	240.00 ac
Recorded:	Not filed of record in Eddy County
Current Lessee(s) of Record:	COG Operating LLC.....95.00% Concho Oil & Gas LLC.....5.00%
Name of Operating Rights Owner:	Marathon Oil Permian LLC.....0.85303376% COG Operating LLC.....0.13961793% Concho Oil & Gas LLC.....0.00734831%
ORRI Owners:	Nestegg Energy Corporation

Tract 2

Lease No. 2

Lease Serial No.:	NMNM-114972 (NMNM105384165)
Description of Land Committed:	Township 26 South, Range 29 East, N.M.P.M., Section 17: S/2 SE/4 LESS AND EXCEPT 56.81 acres, more or less, in the Red Bluff Reservoir Right-of-Way located in Section 17 Eddy County, New Mexico
Number of Acres:	23.19 ac
Recorded:	Not filed of record in Eddy County
Current Lessee(s) of Record:	COG Operating LLC.....95.00% Concho Oil & Gas LLC.....5.00%
Name of Operating Rights Owner:	Marathon Oil Permian LLC.....100.00%
ORRI Owners:	Nestegg Energy Corporation

Tract 3

Lease No. 3

Lease Serial No.: NMNM-135099 (NMNM105379714)
Description of Land Committed: Township 26 South, Range 29 East, N.M.P.M.
Section 17: A Portion of Parcel 5 located within the Red
Bluff Right-of-Way situated in Section 17
Eddy County, New Mexico
Number of Acres: 56.81 ac
Recorded: Not filed of record in Eddy County
Current Lessee(s) of Record: Red Bluff Water Power Control District.....100.00%
Name of Operating Rights Owners: Marathon Oil Permian LLC.....100.00%
ORRI Owners: Red Bluff Water Power Control District

Tract 4**Lease No. 4**

Lease Serial No.: NMNM-138836 (NMNM105692137)
Description of Land Committed: Township 26 South, Range 29 East, N.M.P.M.
Section 20: SW/4 NE/4, SE/4
Eddy County, New Mexico
Number of Acres: 200.00 ac
Recorded: Not filed of record in Eddy County
Current Lessee(s) of Record: Marathon Oil Permian LLC.....100.00%
Name of Operating Rights Owners: Marathon Oil Permian LLC.....100.00%
ORRI Owners: None

Tract 5**Lease No. 5**

Lease Date: October 19, 2015
Recorded: Book 1049, Page 608, Records of Eddy County, NM
Lessor: Michael Thomas Gray
Lessee: BC Operating, Inc.
Description of Land Committed: Township 26 South, Range 29 East, N.M.P.M.
Section 20: E/2 NE/4, NW/4 NE/4
Eddy County, New Mexico
Number of Acres: 120.00 ac
Authority to Pool: NMOCD Compulsory Pooling Order No. R-22541
Name of Operating Rights Owners: Marathon Oil Permian LLC.....100.00%
ORRI Owners: None

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	240.00	37.50%
2	23.19	3.62%
3	56.81	8.88%
4	200.00	31.25%
5	120.00	18.75%
<hr/>		
Total	640.00	100%

Federal Communitization Agreement

Contract No. _____

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

E/2 of Section 17, Township 26 South, Range 29 East, and E/2 of Section 20, Township 26 South, Range 29 East, NMPM, Eddy County, New Mexico

Containing 640 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 Marathon Oil Permian LLC, 990 Town & Country Blvd., Houston, TX, 77024. 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 lessees of record and operating rights owners 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 1/6th or 16 2/3 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 5/6th 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 the 1st day of November, 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.

MARATHON OIL PERMIAN LLC
Operator

By: _____
Chase F. Rice, Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS) §
) §
COUNTY OF HARRIS) §

This instrument was acknowledged before me on _____, 2024, by
Chase F. Rice, as Attorney-in-fact of **Marathon Oil Permian LLC**, a Delaware limited liability
company, on behalf of limited liability company.

(SEAL)

Notary Public
My Commissions Expires: _____

OPERATOR/LESSEE OF RECORD
NMNM-138836 (NMNM105692137)

MARATHON OIL PERMIAN LLC

By: _____
Chase F. Rice, Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS) §
) §
COUNTY OF HARRIS) §

This instrument was acknowledged before me on _____, 2024, by
Chase F. Rice, as Attorney-in-fact of **Marathon Oil Permian LLC**, a Delaware limited liability
company, on behalf of limited liability company.

(SEAL)

Notary Public
My Commissions Expires: _____

WORKING INTEREST OWNER/LESSEE OF RECORD

NMNM-122616 (NMNM105678964)

NMNM-114972 (NMNM105384165)

NMNM-135099 (NMNM105379714)

COG Operating LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024, by
_____, as _____ of **COG Operating**
LLC, a Delaware limited liability company, on behalf of limited liability company.

(SEAL)

Notary Public
My Commissions Expires: _____

WORKING INTEREST OWNER/LESSEE OF RECORD
NMNM-122616 (NMNM105678964)
NMNM-114972 (NMNM105384165)

Concho Oil & Gas LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024, by
_____, as _____ of **Concho Oil & Gas**
LLC, a Delaware limited liability company, on behalf of limited liability company.

(SEAL)

Notary Public
My Commissions Expires: _____

LESSEE OF RECORD
NMNM-135099 (NMNM105379714)

Red Bluff Water Power Control District

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024, by
_____, as _____ of **Red Bluff Water
Power Control District**, on behalf of said district.

(SEAL)

Notary Public
My Commissions Expires: _____

EXHIBIT "A"

Plat of communitized area covering **640** acres in E/2 of Section 17, Township 26 South, Range 29 East, and E/2 of Section 20, Township 26 South, Range 29, NMPM, Eddy County, New Mexico.

Blue Ridge WC Federal Com 701H / 30-015-54491

Blue Ridge WC Federal Com 702H / 30-015-53409

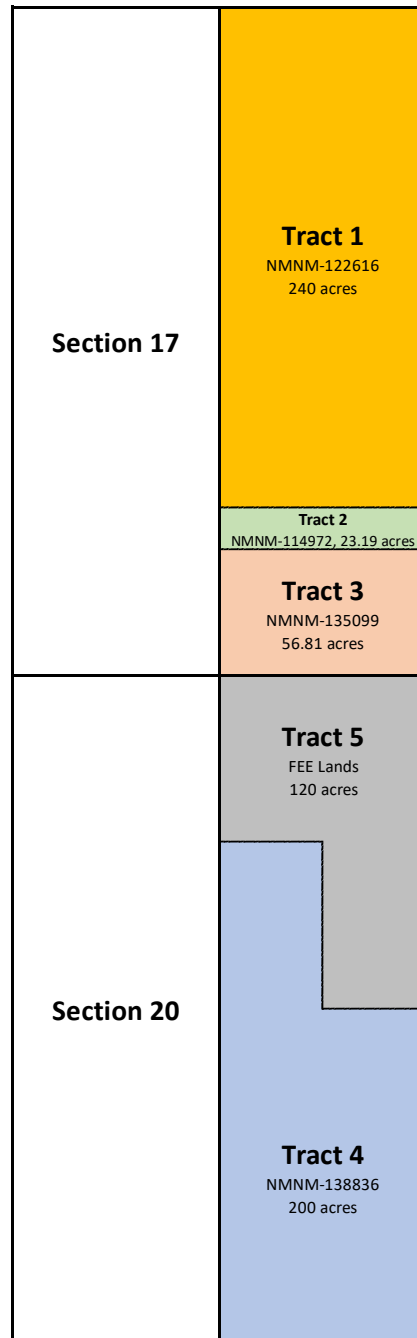


EXHIBIT "B"

To Communitization Agreement dated the 1st day of November 2023 embracing the following described land in in E/2 of Section 17, Township 26 South, Range 29 East, and E/2 of Section 20, Township 26 South, Range 29, NMPM, Eddy County, New Mexico.

Operator of Communitized Area: **Marathon Oil Permian LLC**

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

Lease Serial No.:	NMNM-122616 (NMNM105678964)
Description of Land Committed:	Township 26 South, Range 29 East, N.M.P.M. Section 17: NE/4, N/2 SE/4 Eddy County, New Mexico
Number of Acres:	240.00 ac
Recorded:	Not filed of record in Eddy County
Current Lessee(s) of Record:	COG Operating LLC.....95.00% Concho Oil & Gas LLC.....5.00%
Name of Operating Rights Owner:	Marathon Oil Permian LLC.....0.85303376% COG Operating LLC.....0.13961793% Concho Oil & Gas LLC.....0.00734831%
ORRI Owners:	Nestegg Energy Corporation

Tract 2**Lease No. 2**

Lease Serial No.:	NMNM-114972 (NMNM105384165)
Description of Land Committed:	Township 26 South, Range 29 East, N.M.P.M., Section 17: S/2 SE/4 LESS AND EXCEPT 56.81 acres, more or less, in the Red Bluff Reservoir Right-of-Way located in Section 17 Eddy County, New Mexico
Number of Acres:	23.19 ac
Recorded:	Not filed of record in Eddy County
Current Lessee(s) of Record:	COG Operating LLC.....95.00% Concho Oil & Gas LLC.....5.00%
Name of Operating Rights Owner:	Marathon Oil Permian LLC.....100.00%
ORRI Owners:	Nestegg Energy Corporation

Tract 3

Lease No. 3

Lease Serial No.: NMNM-135099 (NMNM105379714)
 Description of Land Committed: Township 26 South, Range 29 East, N.M.P.M.
 Section 17: A Portion of Parcel 5 located within the Red
 Bluff Right-of-Way situated in Section 17
 Eddy County, New Mexico
 Number of Acres: 56.81 ac
 Recorded: Not filed of record in Eddy County
 Current Lessee(s) of Record: Red Bluff Water Power Control District.....100.00%
 Name of Operating Rights Owners: Marathon Oil Permian LLC.....100.00%
 ORRI Owners: Red Bluff Water Power Control District

Tract 4**Lease No. 4**

Lease Serial No.: NMNM-138836 (NMNM105692137)
 Description of Land Committed: Township 26 South, Range 29 East, N.M.P.M.
 Section 20: SW/4 NE/4, SE/4
 Eddy County, New Mexico
 Number of Acres: 200.00 ac
 Recorded: Not filed of record in Eddy County
 Current Lessee(s) of Record: Marathon Oil Permian LLC.....100.00%
 Name of Operating Rights Owners: Marathon Oil Permian LLC.....100.00%
 ORRI Owners: None

Tract 5**Lease No. 5**

Lease Date: October 19, 2015
 Recorded: Book 1049, Page 608, Records of Eddy County, NM
 Lessor: Michael Thomas Gray
 Lessee: BC Operating, Inc.
 Description of Land Committed: Township 26 South, Range 29 East, N.M.P.M.
 Section 20: E/2 NE/4, NW/4 NE/4
 Eddy County, New Mexico
 Number of Acres: 120.00 ac
 Authority to Pool: NMOCD Compulsory Pooling Order No. R-22541
 Name of Operating Rights Owners: Marathon Oil Permian LLC.....100.00%
 ORRI Owners: None

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	240.00	37.50%
2	23.19	3.62%
3	56.81	8.88%
4	200.00	31.25%
5	120.00	18.75%
<hr/>		
Total	640.00	100%

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

**APPLICATION FOR SURFACE COMMINGLING
SUBMITTED BY MARATHON OIL PERMIAN, LLC**

ORDER NO. PLC-958

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. Marathon Oil Permian, LLC (“Applicant”) submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells as described 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. 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. 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 stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease as described in Exhibit A.
8. 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 (“CA Pooled Area”), as described in Exhibit A.

CONCLUSIONS OF LAW

9. 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.

10. 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.
11. 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.
12. 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.
13. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10 B.(3) NMAC and 19.15.12.10 C.(4)(h) NMAC.
14. 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.
15. 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 as described in Exhibit A.

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

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

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

2. For each CA Pooled Area described in Exhibit A, 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 CA 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 the formation or dedicated lands are modified or if a modification is made that will affect this Order. 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 CA Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the CA Pooled Area until the Proposed Agreement which includes the CA Pooled Area is approved. After the Proposed Agreement is approved, the oil and gas production from the CA 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 allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
4. 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.
5. 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.
6. 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.
7. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10 C.(2) NMAC.
8. 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.

9. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10 C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
10. If a well is not included in Exhibit A but produces from a pool and lease as described in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil and gas production to it, and the location(s) that commingling of its production will occur.
11. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
12. 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).
13. 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**



**GERASIMOS RAZATOS
DIRECTOR (ACTING)**

DATE: 5/22/2025

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **PLC-958**
Operator: **Marathon Oil Permian, LLC (372098)**
Central Tank Battery: **Blue Ridge Federal Com Central Tank Battery**
Central Tank Battery Location: **UL O, Section 20, Township 26 South, Range 29E**
Gas Title Transfer Meter Location: **UL O, Section 20, Township 26 South, Range 29E**

Pools

Pool Name	Pool Code
WILDCAT G-04 S262908A;BONE SPRING	97801
PURPLE SAGE;WOLFCAMP (GAS)	98220

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
PROPOSED CA Wofcamp NMNM 106366972	E/2	17-26S-29E
	E/2	20-26S-29E
PROPOSED CA Bone Spring NMNM 106366970	E/2	17-26S-29E
	E/2	20-26S-29E
NMNM 105678964 (122616)	NE/4, N/2 SE/4	17-26S-29E
NMNM 105384165 (114972)	S/2 SE/4 Less and Except 56.81 acres (23.19 acres)	17-26S-29E
NMNM 105379714 (135099)	Portion of Parcel 5 56.81 acres	17-26S-29E
NMNM 105692137 (138836)	SW/4 NE/4, SE/4	20-26S-29E
Fee Lands	E/2 NE/4, NW/4 NE/4	20-26S-29E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-53409	BLUE RIDGE WC FEDERAL COM	E/2	17-26S-29E	98220
	#702H	E/2	20-26S-29E	
30-015-54490	BLUE RIDGE BS FEDERAL COM	E/2	17-26S-29E	97801
	#501H	E/2	20-26S-29E	
30-015-54491	BLUE RIDGE WC FEDERAL COM	E/2	17-26S-29E	98220
	#701H	E/2	20-26S-29E	

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

General Information
Phone: (505) 629-6116

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

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

CONDITIONS

Action 324938

CONDITIONS

Operator: MARATHON OIL PERMIAN LLC 600 W Illinois Ave Midland, TX 79701	OGRID: 372098
	Action Number: 324938
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
sarah.clelland	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please email us at OCD.Engineer@emnrd.nm.gov .	5/23/2025