

Revised March 23, 2017

RECEIVED:	REVIEWER:	TYPE:	APP NO:
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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: Matador Production Company **OGRID Number:** 228937
Well Name: Amend Order CTB-944-A **API:** API No. 30-025-various
Pool: WC-025 G-09 S263619 C; Wolfcamp & WC-025 G-08 S263620C; LWR Bone Spring **Pool Code:** 98234 & 98150

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.

Paula M Vance

Print or Type Name

Signature

April 9, 2025

Date

505-988-4421

Phone Number

pmvance@hollandhart.com

e-mail Address



Paula M. Vance
Associate
Phone (505) 988-4421
Fax (505) 819-5579
 pmvance@hollandhart.com

April 9, 2025

VIA ONLINE FILING

Gerasimos Razatos, Division Director
 Oil Conservation Division
 Department of Energy, Minerals and Natural Resources
 1220 South Saint Francis Drive
 Santa Fe, New Mexico 87505

Re: Application of Matador Production Company to Amend NMOC Order CTB-944-A administrative approval to surface commingle (pool and lease), as well as off-lease measure and off-lease storage, oil and gas production from the spacing units comprising E/2 W/2 and E/2 E/2 of Section 19, the E/2 W/2 and E/2 E/2 of Section 20, the W/2 W/2 of Sections 16 and 21, E/2 W/2 and W/2 E/2 of Sections 15 and 22, E/2 E/2 of Section 30, Lot 5 and NE/4 NE/4 of irregular Section 31, W/2 W/2 of Section 29, Lot 4 and NW/4 NW/4 of irregular Section 32, and all of Section 28 and irregular Section 33, Township 26 South, Range 36 East, Lea County, New Mexico (the "Lands")

Dear Mr. Razatos:

Matador Production Company (OGRID No. 228937) ("Matador") seeks to amend Administrative Order CTB-944-A ("Order CTB-944-A"), attached as **Exhibit 1**. Order CTB-944-A authorizes lease commingling, off-lease measurement, and off-lease storage at the **Amen Corner State Com Central Tank Battery** of production from *all existing and future infill wells drilled in the following spacing units*:

- (a) The 160-acre spacing unit comprised of the E/2 W/2 of Section 19, in the WC-025 G-09 S263619C; Wolfcamp [98234] – currently dedicated to the **Prizehog BWX State Com #1H** (API. No. 30-025-42744);
- (b) The 160-acre spacing unit comprised of the E/2 E/2 of Section 19, in the WC-025 G-09 S263619C; Wolfcamp [98234] – currently dedicated to the **Prizehog BWX State Com #2H** (API. No. 30-025-44111);
- (c) The 160-acre spacing unit comprised of the E/2 W/2 of Section 20, in the WC-025 G-09 S263619C; Wolfcamp [98234] – currently dedicated to the **Wildhog BWX State Com #1H** (API. No. 30-025-42733);

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(d) The 160-acre spacing unit comprised of the E/2 E/2 of Section 20, in the WC-025 G-09 S263619C; Wolfcamp [98234] – currently dedicated to the **Wildhog BWX State Com #2H** (API. No. 30-025-44112);

(e) The 320-acre spacing unit comprised of the W/2 W/2 of Sections 16 and 21, in the WC-025 G-09 S263619C; Wolfcamp [98234] – currently dedicated to the **Camelia Fed Com 26 36 21 #121H** (API. No. 30-025-45897);

(f) The 640-acre spacing unit comprised of the E/2 W/2 and W/2 E/2 of Sections 15 and 22, in the WC-025 G-09 S263619C; Wolfcamp [98234] – currently dedicated to the **Magnolia State Com 26 36 22 #125H** (API. No. 30-025-44810);

(g) The 233.75-acre spacing unit comprised of the W/2 W/2 of Section 28 and the NW/4 NW/4 and Lot 4 (W/2 NW/4 equivalent) of irregular Section 33, in the WC-025 G-09 S263619C; Wolfcamp [98234] – currently dedicated to the **Azelea 26 36 28 State #111H** (API. No. 30-025-44104) and **Azelea 26 36 28 State #121Y** (API. No. 30-025-44229);

Pursuant to 19.15.12.10.C(4)(g), *future leases, pools or leases and pools connected to the Amen Corner State Com Central Tank Battery* with notice provided only to the owners of interests to be added.

Pursuant to 19.15.12.10.C(4)(g), Matador now seeks to amend the terms of Order CTB-944-A to add to the terms of the order the production from all existing and future infill wells drilled in the following spacing unit:

(a) The 233.74-acre spacing unit comprised of the E/2 W/2 of Section 28 and the NE/4 NW/4 and Lot 3 (E/2 NW/4 equivalent) of irregular Section 33, in the WC-025 G-08 S263620C; LWR Bone Spring [98150] – currently dedicated to the **Azelea 26 36 28 State Com #72H** (API. No. 30-025-52108) and **Azelea 26 36 28 State Com #182H** (API. No. 30-025-52110);

(b) The 467.46-acre spacing unit comprised of the E/2 W/2 and W/2 E/2 of Section 28 and the NE/4 NW/4, NW/4 NE/4, and Lots 2 & 3 (E/2 NW/4 and W/2 NE/4 equivalent) of irregular Section 33, in the WC-025 G-09 S263619C; Wolfcamp [98234] – currently dedicated to the **Azelea 26 36 28 State Com #104H** (API. No. 30-025-49931), **Azelea 26 36 28 State Com #123H** (API. No. 30-025-49932) and **Azelea 26 36 28 State Com #125H** (API. No. 30-025-49590);

(c) The 233.71-acre spacing unit comprised of the E/2 E/2 of Section 28 and the NE/4 NE/4 and Lot 1 (E/2 NE/4 equivalent) of irregular Section 33, in the WC-025 G-



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09 S263619C; Wolfcamp [98234] – currently dedicated to the **Azelea 26 36 28 State Com #127H** (API. No. 30-025-49933);

(d) The 467.17-acre spacing unit comprised of the E/2 E/2 of Section 30, W/2 W/2 of Section 29, NE/4 NE/4 and Lot 1 (E/2 NE/4 equivalent) of irregular Section 32, and the NW/4 NW/4 and Lot 4 (W/2 NW/4 equivalent) of irregular Section 33, in the WC-025 G-09 S263619C; Wolfcamp [98234] – currently dedicated to the **S Big Oak Tree Fed Com 26 36 31 #128H** (API. No. 30-025-49256);

(e) Pursuant to 19.15.12.10.C(4)(g), *future leases, pools or leases and pools connected to the Amen Corner State Com Central Tank Battery* with notice provided only to the owners of interests to be added.

Oil and gas production from these spacing units will be commingled and sold at the **Amen Corner State Com Central Tank Battery** located partially off lease in the S/2 SW/4 (Units M and N) of Section 22. There are five satellite pads containing separators for certain of the wells that flow to the Amen Corner State Com Central Tank Battery: Azalea 8S Satellite TB (located on lease in the N/2 NE/4 of Section 28); Azalea 5S Satellite TB (located on lease in the NE/4 NW/4 of Section 28); Azalea CTB Satellite (located on lease in the NW/4 NW/4 of Section 28); Wildhog Satellite TB (located on lease in the NE/4 NW/4 of Section 20) and Prizehog Satellite TB (located on lease in NE/4 NW/4 of Section 19). Each well is equipped with its own separator. Gas production from each separator will be individually metered with a calibrated orifice meter that is manufactured to AGA specifications. Oil production from the separator will be separately metered using turbine meters.

Exhibit 2 is a land plat showing Matador's current development plan, well pads, and central tank battery ("Facility Pad") in the subject area. The plat also identifies the wellbores (including surface/bottomhole locations) and lease/spacing unit boundaries. The plat also identifies the locations of the various satellite pads referenced above and the wells that flow to each respective pad.

Exhibit 3 is a completed Application for Surface Commingling (Diverse Ownership) Form C-107-B, that includes a statement from Jacob Wilhelm, Operations Engineer with Matador, identifying the facilities and the measurement devices to be utilized, a detailed schematic of the surface facilities (Exhibit A to the statement) and a referenced gas sample (Exhibit B to the statement).

Exhibit 4 is a well list and C-102 for each of the wells currently permitted or drilled within the existing spacing units and those to be added to Order-944-A.

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Exhibit 5 are the draft or approved communitization agreements for the acreage subject to this application.

Ownership is diverse between the above-described spacing units, each of which are either subject to a pooling agreement or a pooling order and are therefore considered "leases" as defined by 19.15.12.7(C) NMAC. **Exhibit 6** is a list of the interest owners (including any owners of royalty or overriding royalty interests) affected by this application, an example of the letters sent by certified mail advising the interest owners that any objections must be filed in writing with the Division within 20 days from the date the Division receives this application, and proof of mailing. A copy of this application has been provided to the New Mexico State Land Office and the Bureau of Land Management since state and federal lands are involved.

Thank you for your attention to this matter, and please feel free to call if you have any questions or require additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paula M. Vance".

Paula M. Vance
**ATTORNEY FOR MATADOR PRODUCTION
COMPANY**

EXHIBIT

1

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

**APPLICATION FOR SURFACE COMMINGLING
SUBMITTED BY AMEREDEV OPERATING, LLC**

ORDER NO. CTB-944-A

ORDER

The Director of the New Mexico Oil Conservation Division (“OCD”), having considered the application and the recommendation of the OCD Engineering Bureau, issues the following Order.

FINDINGS OF FACT

1. Ameredev Operating, LLC (“Applicant”) submitted a complete application to surface commingle and off-lease measure the oil and gas production ("Application") from the pools, leases, and wells identified in Exhibit A.
2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
3. To the extent that ownership is identical, Applicant submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7(B) NMAC.
4. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
5. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
6. Applicant in the notice for the Application stated that it sought authorization to add additional pools, leases, and wells and identified the parameters to make such additions.
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 identified in Exhibit A.

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, and 19.15.12 NMAC.
9. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10(A)(2), (C)(4)(c), and (C)(4)(e) NMAC, as applicable.

10. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10(B)(1) or (C)(1) NMAC, as applicable.
11. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10(B)(3) and (C)(4)(h) NMAC.
12. 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.
13. 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 and off-lease measure oil and gas production from the pools, leases, and wells identified in Exhibit A.

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

2. This Order supersedes Order CTB-944.
3. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
4. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling.
5. Applicant shall measure the commingled oil at a central tank battery described in Exhibit A in accordance with 19.15.18.15 NMAC or 19.15.23.8 NMAC.
6. Applicant shall measure the commingled gas at a central delivery point or central tank battery described in Exhibit A in accordance with 19.15.19.9 NMAC, provided however that if the gas is flared, and regardless of whether OCD has granted an exception pursuant to 19.15.18.12(B) NMAC, Applicant shall report the gas in accordance with 19.15.18.12(F) 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 via the OCD Fee Portal in accordance with 19.15.12.10(C)(4)(g) NMAC.
10. If a well is not included in Exhibit A but produces from a pool or lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well and proposed method to determine the allocation of oil and gas production to it.
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. OCD retains jurisdiction and reserves the right to modify or revoke this Order as it deems necessary to prevent waste or protect correlative rights, public health, or the environment.

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



**ADRIENNE SANDOVAL
DIRECTOR**

AS/dm

DATE: 5/17/2021

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: CTB-944-A

Operator: Ameredev Operating, LLC (372224)

Central Tank Battery: Amen Corner State Com Central Tank Battery

Central Tank Battery Location (NMPM): Units M & N, Section 22, Township 26 S, Range 36 E

Gas Custody Transfer Meter Location (NMPM): Units M & N, Section 22, Township 26 S, Range 36 E

Pools

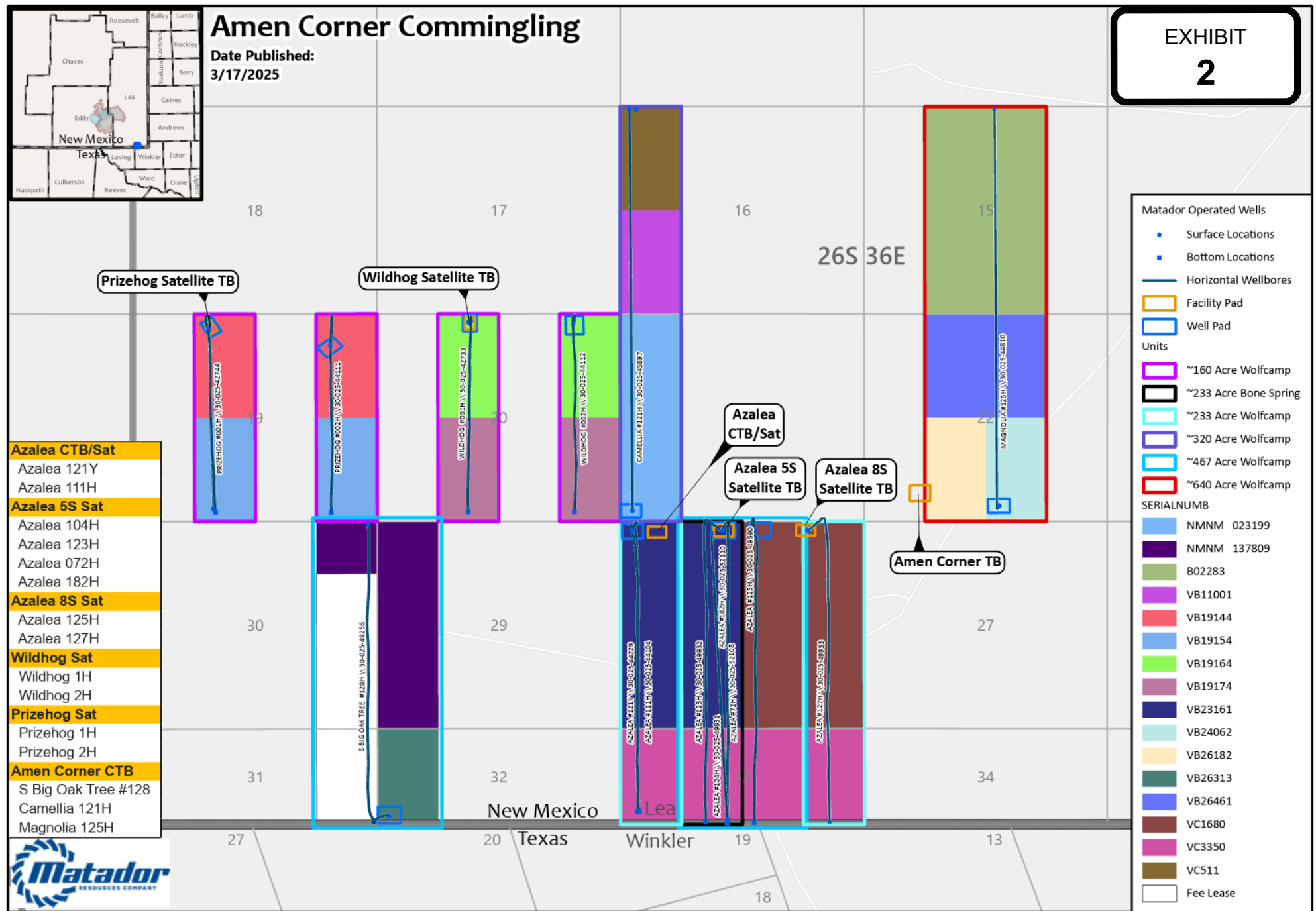
Pool Name	Pool Code
WC-025 G-09 S263619C; WOLFCAMP	98234

Leases as defined in 19.15.12.7(C) NMAC

Lease	Location (NMPM)	
CA WC NMNM 140150	W/2 W/2	Sec 16-T26S-R36E
	W/2 W/2	Sec 21-T26S-R36E
CA WC NMSLO 1376691	W/2 E/2, E/2 W/2	Sec 15-T26S-R36E
	W/2 E/2, E/2 W/2	Sec 22-T26S-R36E
CA WC NMSLO 1369784	W/2 W/2	Sec 28-T26S-R36E
	W/2 NW/4	Sec 33-T26S-R36E
CA WC NMSLO 1365780	E/2 W/2	Sec 19-T26S-R36E
CA WC NMSLO 1369134	E/2 E/2	Sec 19-T26S-R36E
CA WC NMSLO 1361752	E/2 W/2	Sec 20-T26S-R36E
CA WC NMSLO 1369697	E/2 E/2	Sec 20-T26S-R36E

Wells

Well API	Well Name	Location (NMPM)	Pool Code	Train
30-025-45897	Camellia Fed Com 26 36 21 121H	M-21-26S-36E	98234	
30-025-44810	Magnolia State Com 26 36 22 125H	O-22-26S-36E	98234	
30-025-44104	Azalea 26 36 28 State #111H	D-28-26S-36E	98234	
30-025-44229	Azalea 26 36 28 State #121Y	D-28-26S-36E	98234	
30-025-42744	Prizehog BWX State Com #1H	C-19-26S-36E	98234	
30-025-44111	Prizehog BWX State Com #2H	A-19-26S-36E	98234	
30-025-42733	Wildhog BWX State Com #1H	C-20-26S-36E	98234	
30-025-44112	Wildhog BWX State Com #2H	A-20-26S-36E	98234	



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 DIVISION1220 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: Matador Production Company

OPERATOR ADDRESS: 5400 LBJ Freeway Tower 1 Suite 1500 Dallas, TX 75240

APPLICATION TYPE:

☐ Pool Commingling ☐ Lease Commingling ☒ Pool and Lease Commingling ☒ Off-Lease Storage and Measurement (Only if not Surface Commingled)LEASE TYPE: ☒ Fee ☒ State ☒ FederalIs this an Amendment to existing Order? ☒ Yes ☐ No If "Yes", please include the appropriate Order No. 944-A

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
WC-025 G-09 S263619C; WOLFCAMP [98234]	42.61°	48.47° 1,210 BTU	\$79.39/bbl oil (price realization Q2 2024)	320 BOPD
WC-025 G-09 S263619C; WOLFCAMP [98234]	1,200 BTU			13,620 MCFPD
WC-025 G-08 S263620C; LOWER BONE SPRING [98150]	50.6°		\$2.385/mcf (price realization Q2 2024)	880 BOPD
WC-025 G-08 S263620C; LOWER BONE SPRING [98150]	1,250 BTU			2,650 MCFPD

(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) Metering via well test(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.

EXHIBIT

3

(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: Jacob WilhelmTITLE: Operations EngineerDATE: 3/27/2025TYPE OR PRINT NAME Jacob WilhelmTELEPHONE NO.: (940) 257 7755E-MAIL ADDRESS: jacob.wilhelm@matadorresources.com

Matador Production Company

One Lincoln Centre • 5400 LBJ Freeway • Suite 1500 • Dallas, Texas 75240

Voice 940-257-7755 • Fax 972.371.5201

jacob.wilhelm@matadorresources.com

Jacob Wilhelm
Operations Engineer

March 26, 2025

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

Re: Application of Matador Production Company for Administrative Approval to Amend Administrative Order CTB-944-A and to Surface Commingle (pool and lease commingle) Production from the Spacing Units together Comprising the E/2 W/2 and E/2 E/2 of Section 19, the E/2 W/2 and E/2 E/2 of Section 20, the W/2 W/2 of Sections 16 and 21, E/2 W/2 and W/2 E/2 of Sections 15 and 22, E/2 E/2 of Section 30, Lot 5 and NE/4 NE/4 of Section 31, W/2 W/2 of Section 29, Lot 4 and NW/4 NW/4 of Section 32, and all of Sections 28 and 33, each in Township 26 South, Range 36 East, Lea County, New Mexico (the "Lands")

To Whom This May Concern,

Matador Production Company ("Matador"), OGRID: 228937, now operates the wells under this application, many of which were previously operated by Ameredev Operating, LLC. Pursuant to NMOCD Order CTB-944-A, commingling authority was previously approved for the Wolfcamp (WC-025 G-09 S263619C; Wolfcamp (98234)) spacing units comprising (i) W/2 W/2 of Section 28 and W/2 NW/4 of Section 33, (ii) the E/2 W/2 and W/2 E/2 of Sections 15 and 22, (iii) the E/2 W/2 of Section 19, (iv) the E/2 E/2 of Section 19, (v) the E/2 W/2 of Section 20, (vi) the E/2 E/2 of Section 20, and (vi) the W/2 W/2 of Sections 16 and 21, each in Township 26 South, Range 36 East, Lea County, New Mexico. Pursuant to this application, Matador seeks to amend Order CTB-944-A to add additional pools and leases, and wells, as described in this application.

Specifically, Matador requests to commingle current and future oil and gas production from fifteen (15) distinct wells located on the Lands and future production from the Lands as described herein. The flow stream from each wellhead is demonstrated in the Process Flow Diagram (PFD) attached as **Exhibit A** hereto. This PFD shows that the water, oil, and gas exit the wellbore and flow into a wellhead three-phase separator which separates the oil, gas, and water. All wells will be metered through individual test separators with an oil turbine or coriolis meter and gas orifice meter.

A more detailed explanation of the gas and oil commingling is as follows.

Gas Commingling

Each well on the Lands will have its own test separator with an orifice meter manufactured and assembled in accordance with 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.

The orifice meter is the preferred measurement device utilized by midstream and E&P companies in natural gas measurement. The gas samples are obtained at the time of the meter testing/calibration and the composition and heating value are determined by a laboratory in accordance with American Petroleum Institute (API) specifications to ensure accurate volume and Energy (MMBTU) determinations. See example from Laboratory Services attached as **Exhibit B** hereto.

The gas is measured on a volume and MMBTU basis by an orifice meter and supporting EFM equipment in accordance with American Petroleum Association (API) Chapter 21.1. The gas commingling will occur after individual measurement at each well's separator.

As indicated on the map being submitted with this application, there are six separate satellite or central tank battery pads containing the various separators for each respective well. Following these separators, the gas from each well flows into a gathering line at each satellite or central tank battery pad where it is commingled with each of the other wells' metered gas from that same pad, as depicted on Exhibit A. The gas is then sold at the applicable pad sales meter before entering into an MRC Toro, LLC gathering system. MRC Toro, LLC operates these sales orifice meters to measure the gas for custody transfer. These meters are tested and calibrated in accordance with industry specifications and volume and energy are determined on an hourly, daily, and monthly basis. The flash gas from the wells will also be metered and commingled into the central tank battery gathering line.

Oil Commingling

With respect to oil, each well will flow to its own individual separator. The oil is measured via turbine meter at each individual separator which is calibrated periodically in accordance with industry specifications by a third-party measurement company for accuracy. The following is a description of how each commingled oil train will flow through the central production facility.

There will be three separate oil trains, only one of which will involve commingling as described below. Two of the oil trains will include only one spacing unit and formation. The three oil trains are as follows:

1. Train 1 for the 467.14-acre, more or less, acre Wolfcamp (WC-025 G-09 S263619C; Wolfcamp (98234)) spacing unit comprised of the W/2 W/2 of Section 29, E/2 E/2 of Section 30, Lot 5 and NE/4 NE/4 of Section 31, and Lot 4 and the NW/4 NW/4 of Section 31, Township 26 South, Range 36 East, Lea County, New Mexico, for the S Big Oak Tree 26 36 31 Federal Com #128H (30-025-49256).
2. Train 2 for the 320-acre, more or less, Wolfcamp (WC-025 G-09 S263619C; Wolfcamp (98234)) spacing unit comprised of the W/2 W/2 of Sections 16 and 21, Township 26

South, Range 36 East, Lea County, New Mexico, for the Camellia Federal Com 26 36 21 #121H (30-025-45897).

3. Train 3 for the following nine spacing units:

- a. the 233.7-acre, more or less, Bone Spring (WC-025 G-08 S263620C; LWR Bone Spring (98150)) spacing unit comprised of the E/2 W/2 of Section 28 and E/2 NW/4 of Section 33, Township 26 South, Range 36 East, Lea County, New Mexico, for the Azalea 26 36 28 State Com #072H (30-025-52108) and Azalea 26 36 28 State Com #182H (30-025-52110);
- b. the 467.46-acre, more or less, Wolfcamp (WC-025 G-09 S263619C; Wolfcamp (98234)) spacing unit comprised of the E/2 W/2 and W/2 E/2 of Section 28 and the E/2 NW/4 and W/2 NE/4 of Section 33, Township 26 South, Range 36 East, Lea County, New Mexico, for the Azalea 26 36 28 State Com #104H (30-025-49931), Azalea 26 36 28 State Com #123H (30-025-49932), and Azalea 26 36 28 State Com #125H (30-025-49590);
- c. the 233.7-acre, more or less, Wolfcamp (WC-025 G-09 S263619C; Wolfcamp (98234)) spacing unit comprised of the W/2 W/2 of Section 28 and W/2 NW/4 of Section 33, Township 26 South, Range 36 East, Lea County, New Mexico, for the Azalea 26 36 28 State Com #111H (30-025-44104) and Azalea 26 36 28 State Com #121Y (30-025-44229);
- d. the 233-acre, more or less, Wolfcamp (WC-025 G-09 S263619C; Wolfcamp (98234)) spacing unit comprised of the E/2 E/2 of Section 28 and E/2 NE/4 of Section 33, Township 26 South, Range 36 East, Lea County, New Mexico, for the Azalea 26 36 28 State Com #127H (30-025-49933);
- e. the 640-acre, more or less, Wolfcamp (WC-025 G-09 S263619C; Wolfcamp (98234)) spacing unit comprised of the E/2 W/2 and W/2 E/2 of Sections 15 and 22, Township 26 South, Range 36 East, Lea County, New Mexico, for the Magnolia 26 36 22 State Com #125H (30-025-44810);
- f. the 160-acre, more or less, Wolfcamp (WC-025 G-09 S263619C; Wolfcamp (98234)) spacing unit comprised of the E/2 W/2 of Section 19, Township 26 South, Range 36 East, Lea County, New Mexico, for the Prizehog BWZ State Com #001H (30-025-42744);
- g. the 160-acre, more or less, Wolfcamp (WC-025 G-09 S263619C; Wolfcamp (98234)) spacing unit comprised of the E/2 E/2 of Section 19, Township 26 South, Range 36 East, Lea County, New Mexico, for the Prizehog BWZ State Com #002H (30-025-44111);
- h. the 160-acre, more or less, Wolfcamp (WC-025 G-09 S263619C; Wolfcamp (98234)) spacing unit comprised of the E/2 W/2 of Section 20, Township 26 South,

Range 36 East, Lea County, New Mexico, for the Wildhog BWX State Com #001H (30-025-42733);

- i. the 160-acre, more or less, Wolfcamp (WC-025 G-09 S263619C; Wolfcamp (98234)) spacing unit comprised of the E/2 E/2 of Section 20, Township 26 South, Range 36 East, Lea County, New Mexico, for the Wildhog BWX State Com #002H (30-025-44112);

Following the heater treaters, the oil from each oil train is commingled into one gathering line as depicted on Exhibit A. The gathering line oil is then measured by a Lease Automatic Custody Meter (LACT) before leaving the facility pad into the MRC Toro, LLC gathering line.

Very truly yours,

MATADOR PRODUCTION COMPANY

A handwritten signature in black ink, appearing to read "Jacon Wilhelm", written in a cursive style.

Jacon Wilhelm
Operations Engineer





FESCO, Ltd.
1100 Fesco Ave. - Alice, Texas 78332

EXHIBIT

4

For: Ameredev Operating, LLC
 2901 Via Fortuna
 Austin, Texas 78746

Sample: Amen Corner CTB
 (32.023551, -103.257680)

Sales Scrubber
 Spot Gas Sample @ 40 psig & 90°F

Date Sampled: 05/21/2024

Job Number: 242323.041

CHROMATOGRAPH ANALYSIS - GPA 2261

COMPONENT	Un-Normalized		GPM
	Mol%	MOL%	
Hydrogen Sulfide*		2.600	
Nitrogen	0.869	0.873	
Carbon Dioxide	4.592	4.611	
Methane	78.912	79.244	
Ethane	5.667	5.691	1.552
Propane	2.658	2.669	0.750
Isobutane	0.924	0.928	0.310
n-Butane	1.279	1.284	0.407
Isopentane	0.713	0.716	0.007
n-Pentane	0.441	0.442	0.267
Hexanes Plus	0.938	0.942	0.163
Totals	96.993	100.000	3.456

Computed Real Characteristics Of Total Sample:

Specific Gravity ----- 0.7541 (Air=1)
 Compressibility (Z) ----- 0.9964
 Molecular Weight ----- 21.76
 Gross Heating Value
 Dry Basis ----- 1182 BTU/CF
 Saturated Basis ----- 1162 BTU/CF

*Hydrogen Sulfide tested on location by: Stain Tube Method (GPA 2377)
 1635 Gr/100 CF, 26000 PPMV or 2.600 Mol %

Sample Date: 05/21/2024	Ambient Air Temp: 90 °F
Sample Time: 16:50	Heating Method Utilized: Yes
Analysis Date: 06/05/2024	Sampling Method: Fill & Empty
Analysis Time: 07:01	Device: (GC) S2
Sample Pressure: 40 psig	Make & Model: Shimadzu GC 2014
Sample Temp: 90 °F	Last Verification Date: 05/30/2024
Sampling Flow Rate: 7068 MCF/D	

Base Conditions: 15.025 PSI & 60 Deg F

Sampled By: (16) R. Elizondo
 Analyst: LG
 Processor: HB

Certified: FESCO, Ltd. - Alice, Texas

Cylinder ID: T-6316

Conan Pierce 361-661-7015

API	Well Name & Number	UL or Q/Q	S-T-R	Pool Code
30-025-42744	Prizehog BWX State Com #1H	E/2 W/2	19-26S-36E	WC-025 G-09 S263619C; Wolfcamp [98234]
30-025-44111	Prizehog BWX State Com #2H	E/2 E/2	19-26S-36E	WC-025 G-09 S263619C; Wolfcamp [98234]
30-025-42733	Wildhog BWX State Com #1H	E/2 W/2	20-26S-36E	WC-025 G-09 S263619C; Wolfcamp [98234]
30-025-44112	Wildhog BWX State Com #2H	E/2 E/2	20-26S-36E	WC-025 G-09 S263619C; Wolfcamp [98234]
30-025-45897	Camelia Fed Com 26 36 21 #121H	W/2 W/2 W/2 W/2	16-26S-36E 21-26S-36E	WC-025 G-09 S263619C; Wolfcamp [98234]
30-025-44810	Magnolia State Com 26 36 22 #125H	E/2 W/2 W/2 E/2 E/2 W/2 W/2 E/2	15-26S-36E 15-26S-36E 22-26S-36E 22-26S-36E	WC-025 G-09 S263619C; Wolfcamp [98234]
30-025-44104	Azelea 26 36 28 State #111H	W/2 W/2 W/2 NW/4	28-26S-36E 33-26S-36E	WC-025 G-09 S263619C; Wolfcamp [98234]
30-025-44229	Azelea 26 36 28 State #121H	W/2 W/2 W/2 NW/4	28-26S-36E 33-26S-36E	WC-025 G-09 S263619C; Wolfcamp [98234]
30-025-52108	Azelea 26 36 28 State Com #72H	E/2 W/2 E/2 NW/4	28-26S-36E 33-26S-36E	WC-025 G-08 S263620C; LWR Bone Spring [98150]
30-025-52110	Azelea 26 36 28 State Com #182H	E/2 W/2 E/2 NW/4	28-26S-36E 33-26S-36E	WC-025 G-08 S263620C; LWR Bone Spring [98150]
30-025-49931	Azelea 26 36 28 State Com #104H	E/2 W/2 W/2 E/2 E/2 NW/4 W/2 NE/4	28-26S-36E 28-26S-36E 33-26S-36E 33-26S-36E	WC-025 G-09 S263619C; Wolfcamp [98234]
30-025-49932	Azelea 26 36 28 State Com #123H	E/2 W/2 W/2 E/2 E/2 NW/4 W/2 NE/4	28-26S-36E 28-26S-36E 33-26S-36E 33-26S-36E	WC-025 G-09 S263619C; Wolfcamp [98234]
30-025-49590	Azelea 26 36 28 State Com #125H	E/2 W/2 W/2 E/2 E/2 NW/4 W/2 NE/4	28-26S-36E 28-26S-36E 33-26S-36E 33-26S-36E	WC-025 G-09 S263619C; Wolfcamp [98234]
30-025-49933	Azelea 26 36 28 State Com #127H	E/2 E/2 E/2 NE/4	28-26S-36E 33-26S-36E	WC-025 G-09 S263619C; Wolfcamp [98234]

30-025-49256	S Big Oak Tree Fed Com 26 36 31 #128H	E/2 E/2 W/2 W/2 E/2 NE/4 W/2 NW/4	30-26S-36E 29-26S-36E 32-26S-36E 33-26S-36E	WC-025 G-09 S263619C; Wolfcamp [98234]
--------------	--	--	--	--

DISTRICT I1625 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) 748-0720**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) 476-3480 Fax: (505) 476-3462State of New Mexico
Energy, Minerals & Natural Resources DepartmentOIL CONSERVATION DIVISION
1220 South St. Frances Dr.
Santa Fe, NM 87505Form C-102
Revised August 1, 2011
Submit one copy to appropriate
District Office☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-42744	Pool Code 33813	Pool Name WC-025 G-09 S263620C; WOLFCAMP
Property Code 315162	Property Name PRIZEHOG BWZ STATE COM	Well Number 1H
OGRID No. 307600	Operator Name IMPETRO OPERATING, LLC	Elevation 2949'

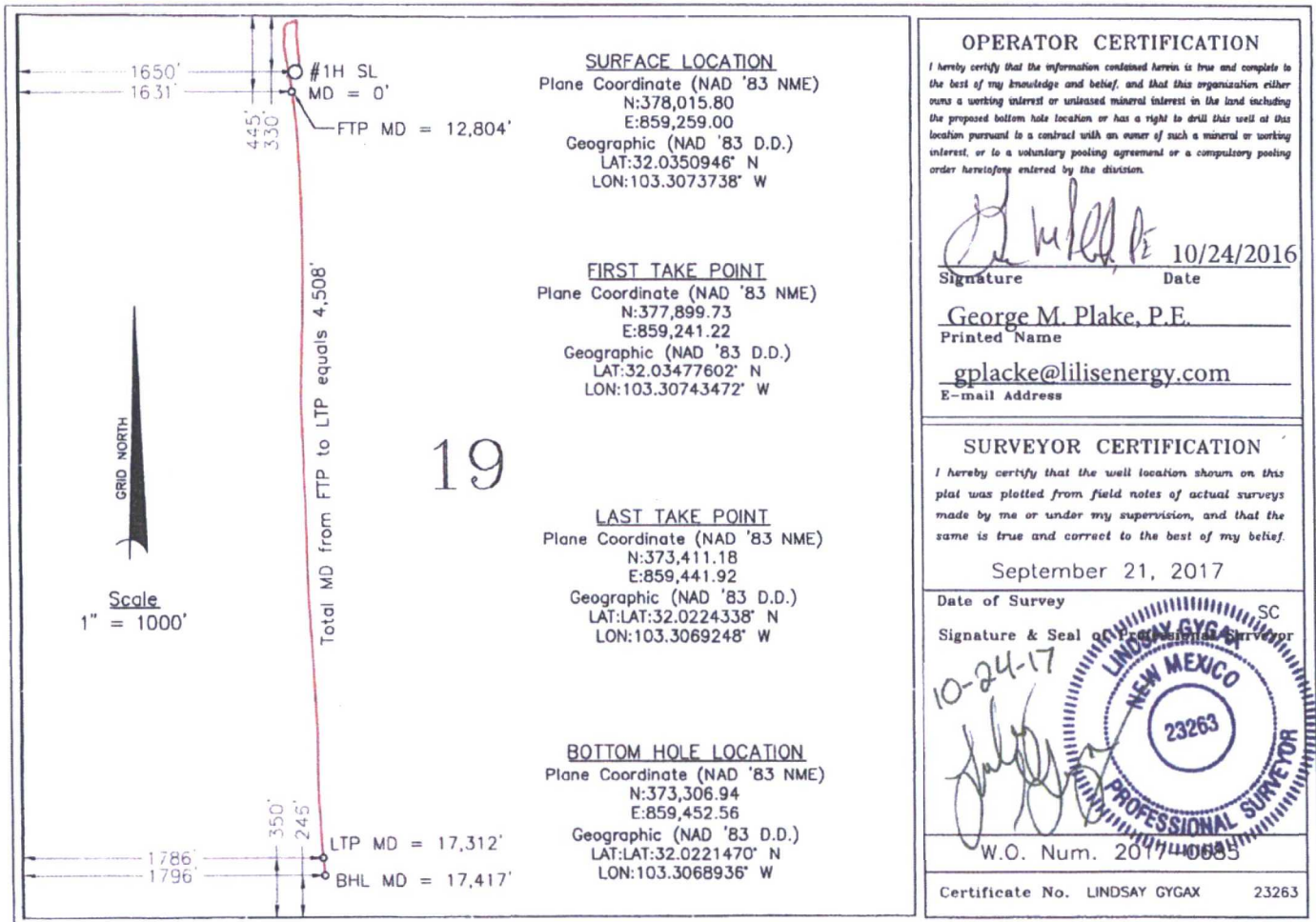
Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	19	26 S	36 E	C	330	NORTH	1650	WEST	LEA

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
N	19	26 S	36 E	N	246	SOUTH	1796	WEST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
160			

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

OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

Signature: *George M. Plake* Date: 10/24/2016

Printed Name: George M. Plake, P.E.

E-mail Address: gplacke@lilisenergy.com

SURVEYOR CERTIFICATION

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

September 21, 2017

Date of Survey

Signature & Seal: *Lindsay Gygax* SC10-24-17
LINDSAY GYGAX
NEW MEXICO
23263
PROFESSIONAL SURVEYOR

W.O. Num. 2017-0685

Certificate No. LINDSAY GYGAX 23263

DISTRICT I1635 N. French Dr., Hobbs, NM 88240
Phone: (575) 292-6161 Fax: (575) 293-0720**DISTRICT II**811 S. First St., Artesia, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-0720**DISTRICT III**1000 Rio Bravo Rd., Artesia, NM 87410
Phone: (505) 834-6178 Fax: (505) 834-6170**DISTRICT IV**1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone: (505) 476-8460 Fax: (505) 476-3462State of New Mexico
Energy, Minerals & Natural Resources DepartmentOIL CONSERVATION DIVISION
1220 South St. Frances Dr.
Santa Fe, NM 87505**HOBBS OCD**

JUN 26 2018

RECEIVED ☒ AMENDED REPORT*'As Drilled'***WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number	Pool Code	Pool Name
30-025-44111	98234	WC-025 G-09 S263619C; WOLFCAMP
Property Code	Property Name	Well Number
317996	PRIZEHOG BWZ STATE COM	2H
OGHD No.	Operator Name	Elevation
307600	ImPetro Oil & Gas, LLC	2950'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	19	26 S	36 E		789	NORTH	1020	EAST	LEA

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
P	19	26 S	36 E		235	SOUTH	1002	EAST	LEA
Dedicated Acres	Joint or Infill	Consolidation Code	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

<p>Scale 1" = 1000'</p> <p>GRID NORTH</p> <p>NOTE: Plane Coordinates shown hereon are Transverse Mercator Grid and Conform to the "New Mexico Coordinate System", New Mexico and East Zone, North American Datum of 1983. Distances shown hereon are mean horizontal surface values.</p>	<p>SURFACE LOCATION</p> <p>Plane Coordinate (NAD '83 NME) N: 377,584.68 E: 861,890.10</p> <p>Geographic (NAD '83 D.D.) LAT: 32.0338406° N LON: 103.2988975° W</p>	<p>FTP</p> <p>MD = 12,627'</p>	<p>789'</p> <p>490'</p> <p>1002'</p> <p>1020'</p>	<p>OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this representation either owns a working interest or mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>George M. Placke</i> PE 6/25/2018 Signature Date</p> <p>George M. Placke, P.E. Printed Name</p> <p>gplacke@lilisenergy.com E-mail Address</p>
	<p>FIRST TAKE POINT</p> <p>Plane Coordinate (NAD '83 NME) N: 377,883.84 E: 861,904.36</p> <p>Geographic (NAD '83 D.D.) LAT: 32.03466252° N LON: 103.29884228° W</p>			
	<p>LAST TAKE POINT</p> <p>Plane Coordinate (NAD '83 NME) N: 373,449.33 E: 861,951.26</p> <p>Geographic (NAD '83 D.D.) LAT: 32.02247285° N LON: 103.29882795° W</p>			
	<p>BOTTOM HOLE LOCATION</p> <p>Plane Coordinate (NAD '83 NME) N: 373,327.49 E: 861,954.50</p> <p>Geographic (NAD '83 D.D.) LAT: 32.02213788° N LON: 103.29882129° W</p>	<p>ETP</p> <p>MD = 17,066'</p> <p>BHL</p> <p>MD = 17,188'</p>	<p>235'</p> <p>356'</p> <p>1004'</p> <p>1002'</p>	
<p>19</p>			<p>SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>January 13, 2018 Date of Survey</p> <p>Signature & Seal of Professional Surveyor 06-25-18 LINDSAY GYGAX NEW MEXICO 23263 PROFESSIONAL SURVEYOR</p> <p>W.O. Num. 2018-0568</p> <p>Certificate No. LINDSAY GYGAX 23263</p>	

DISTRICT I

1655 N. French Dr., Hobbs, NM 88240
Phone (505) 328-0161 Fax (505) 328-0720

DISTRICT II

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DISTRICT III

1000 Rio Brason Rd., Arto, NM 87410
Phone (505) 334-0175 Fax (505) 334-0170

DISTRICT IV

1226 S. St. Francis Dr., Santa Fe, NM 87505
Phone (505) 476-3480 Fax (505) 476-3480State of New Mexico
Energy, Minerals and Natural Resources Department

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District OfficeOIL CONSERVATION DIVISION 142018
1226 South St. Francis Dr.
Santa Fe, New Mexico 87505

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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-25-42733	Pool Code 98234	Pool Name WC-025 G-09 S263619C; Wolfcamp
Property Code 317997	Property Name WILDHOG BWX STATE COM	Well Number 1H
OGRID No. 307600	Operator Name IMPETRO OPERATING, LLC	Elevation 2943'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	20	26 S	36 E		199	NORTH	1979	WEST	LEA

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
N	20	26 S	36 E		240	SOUTH	1964	WEST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
320 160			

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

<p>N: 378385.4 E: 862903.2 (NAD83)</p> <p>N: 370400.0 E: 864226.5 (NAD83)</p> <p>N: 378414.8 E: 865537.7 (NAD83)</p> <p>N: 378443.8 E: 868172.3 (NAD83)</p> <p>N: 375804.0 E: 868198.1 (NAD83)</p> <p>N: 373144.3 E: 865592.8 (NAD83)</p> <p>N: 373125.6 E: 864275.0 (NAD83)</p> <p>N: 373100.8 E: 862958.9 (NAD83)</p>	<p>SURFACE LOCATION</p> <p>Lat - N 32.035475° Long - W 103.289220° NMSPCE - N 378208.1 E 864883.5 (NAD-83)</p> <p>Lat - N 32.035347° Long - W 103.288762° NMSPCE - N 378150.6 E 823695.1 (NAD-27)</p> <p>FIRST TAKE POINT 389' FNL & 2027' FWL</p> <p>Lat - N 32.034954° Long - W 103.289062° NMSPCE - N 378019.1 E 864934.1 (NAD-83)</p> <p>Lat - N 32.034827° Long - W 103.288605° NMSPCE - N 377961.6 E 823745.7 (NAD-27)</p> <p>LAST TAKE POINT 333' FSL & 1963' FWL</p> <p>Lat - N 32.022444° Long - W 103.289255° NMSPCE - N 373467.5 E 823745.7 (NAD-83)</p> <p>Lat - N 32.022317° Long - W 103.288798° NMSPCE - N 373410.1 E 823729.7 (NAD-27)</p> <p>BOTTOM HOLE LOCATION</p> <p>Lat - N 32.022189° Long - W 103.289253° NMSPCE - N 373374.7 E 864919.7 (NAD-83)</p> <p>Lat - N 32.022062° Long - W 103.288797° NMSPCE - N 373317.3 E 823731.9 (NAD-27)</p>	<p>OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or undivided mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>George M. Placke</i> 9/01/2017 Signature Date</p> <p>George M. Placke Printed Name</p> <p>gplacke@lilicenergy.com Email Address</p> <p>SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>SEPTEMBER 2017 Date Surveyed</p> <p><i>[Signature]</i> Signature of Professional Surveyor</p> <p>7977 Certificate Number</p> <p>Basin Surveyor</p> <p>0' 500' 1000' 1500' 2000' SCALE: 1" = 1000' WO Num.: 33261</p>
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Form C-102
Revised August 1, 2011
Submit one copy to appropriate
District Office

OIL CONSERVATION DIVISION
1220 South St. Frances Dr.
Santa Fe, NM 87505

Santa Fe, NM 87505

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~~1~~ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-44112		Pool Code 98234	Pool Name WC-025 G-09 S263619C; WOLFCAMP	
Property Code 317997	Property Name WILDHOG BWX STATE COM			Well Number 2H
OGRID No. 307600	Operator Name IMPETRO OPERATING, LLC			Elevation 2934'

Surface Location

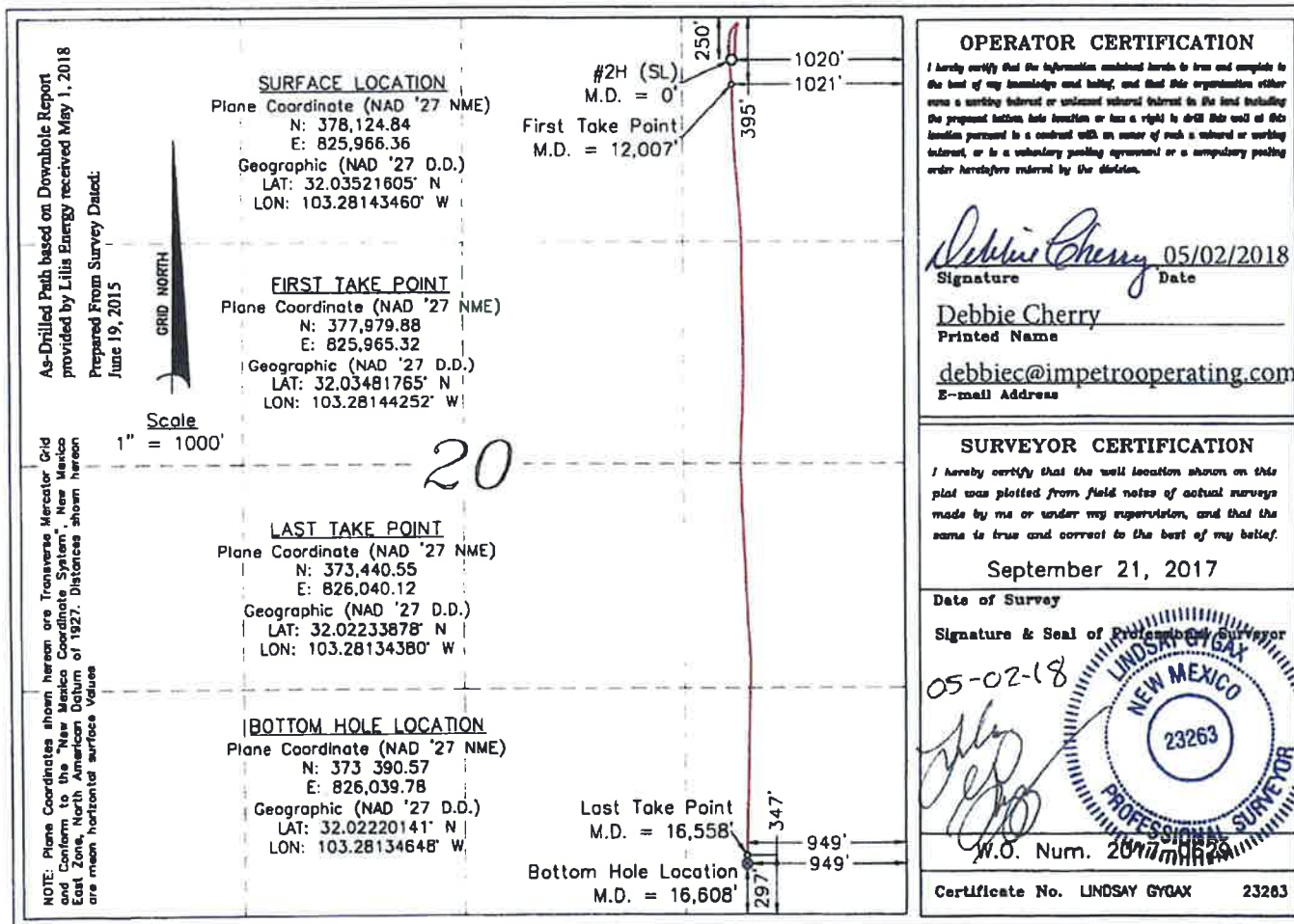
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	20	26 S	36 E		250	NORTH	1020	EAST	LEA

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
P	20	26 S	36 E		297	SOUTH	949	EAST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
-----------------	-----------------	--------------------	-----------

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION



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

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

FORM C-102

Revised August 1, 2011

Submit one copy to appropriate

District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-45897	² Pool Code 33813 98274	³ Pool Name Jal. Wolfcamp, West WC-025 G-09 5267617C, WC
⁴ Property Code 325400	⁵ Property Name CAMELLIA FED COM 26 36 21	⁶ Well Number 121H
⁷ OGRID No. 372224	⁸ Operator Name AMEREDEV OPERATING, LLC.	⁹ Elevation 2924'

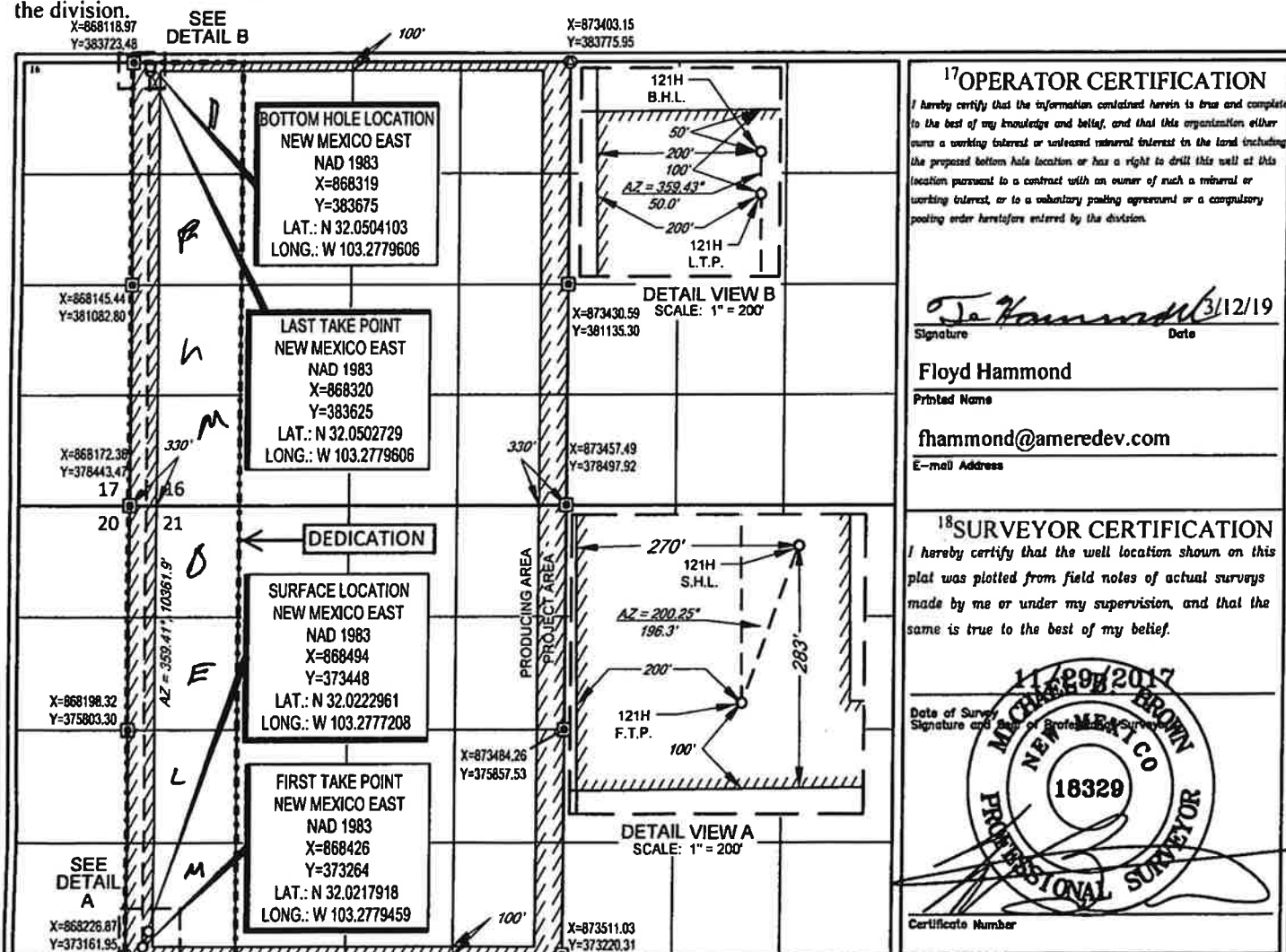
¹⁰Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	21	26-S	36-E	-	283'	SOUTH	270'	WEST	LEA

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	16	26-S	36-E	-	50'	NORTH	200'	WEST	LEA

¹² Dedicated Acres	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
320		C	

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



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

District II
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District III
1000 Rio Brazos Road, Aztec, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170

District IV
1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone: (505) 746-3466 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 30-025-49256	² Pool Code 98234	³ Pool Name WC-025 G-09 S263619C; WOLFCAMP
⁴ Property Code 331309	⁵ Property Name S BIG OAK TREE FED COM 26 36 31	⁶ Well Number 128H
⁷ OGRID No. 372224	⁸ Operator Name AMEREDEV OPERATING, LLC.	⁹ Elevation 2904'

¹⁰Surface Location

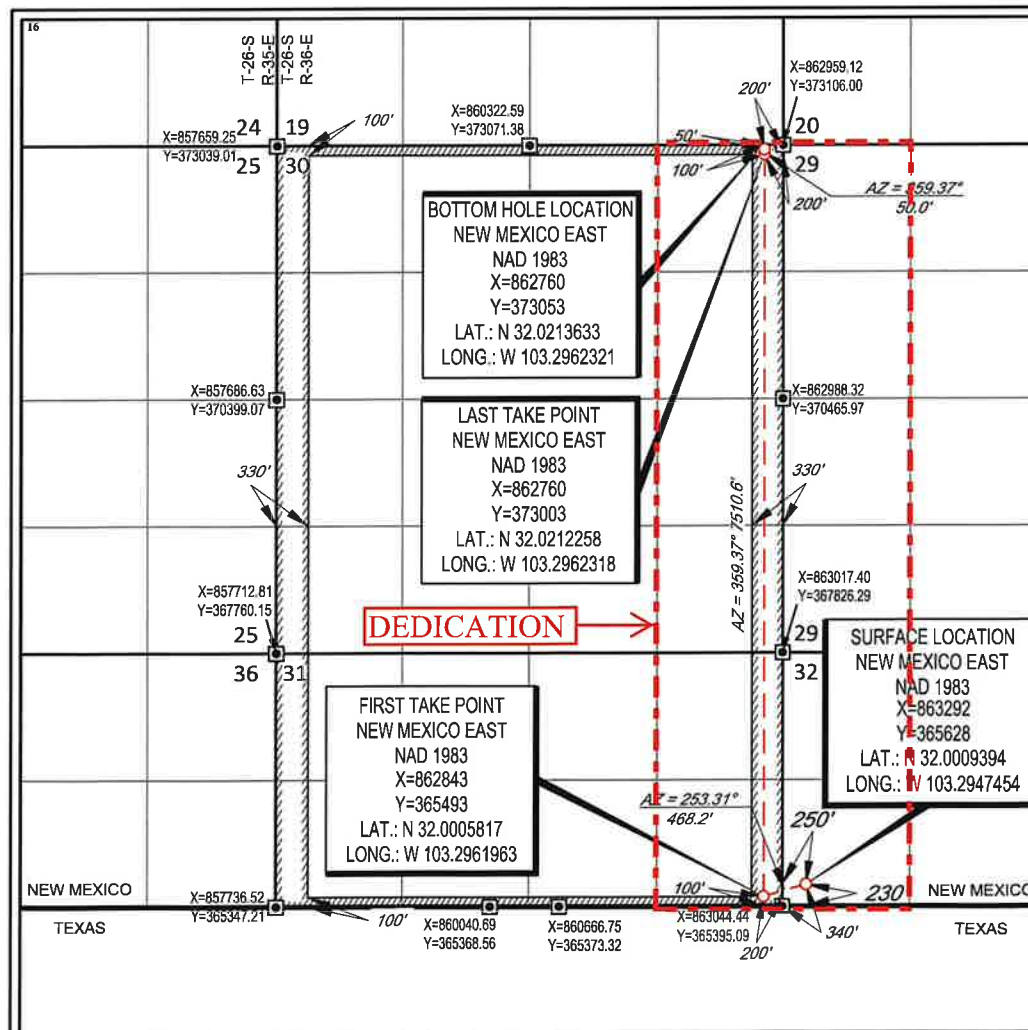
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
4	32	26-S	36-E	-	230'	SOUTH	250'	WEST	LEA

¹¹Bottom 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
A	30	26-S	36-E	-	50	NORTH	200'	EAST	LEA

¹² Dedicated Acres	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
467.17		C	

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



17 OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the Division.

J. Harnett 7/23/2020
Signature Date

Floyd Hammond

Printed Name

fhammond@ameredev.com

E-mail Address

18 SURVEYOR CERTIFICATION

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

09/17/2019

Date of Survey _____
Signature and Seal of Professional Surveyor _____

Signature and Seal of Professional Engineer

NEW MEXICO

150

(11401)

11401



RECEIVED

RED SUP

11/10/2019

Certificate Number 10 FESSIO

V. J.

E 55D COM 26 25 31 128U REV'D BWC 103126

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
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District III
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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 30-025-49933	² Pool Code 98234	³ Pool Name WC-025 G-09 S263619C; WOLFCAMP
⁴ Property Code 331807	⁵ Property Name AZALEA 26 36 28 STATE COM	⁶ Well Number 127H
⁷ OGRID No. 372224	⁸ Operator Name AMEREDEV OPERATING, LLC.	⁹ Elevation 2912'

¹⁰Surface Location

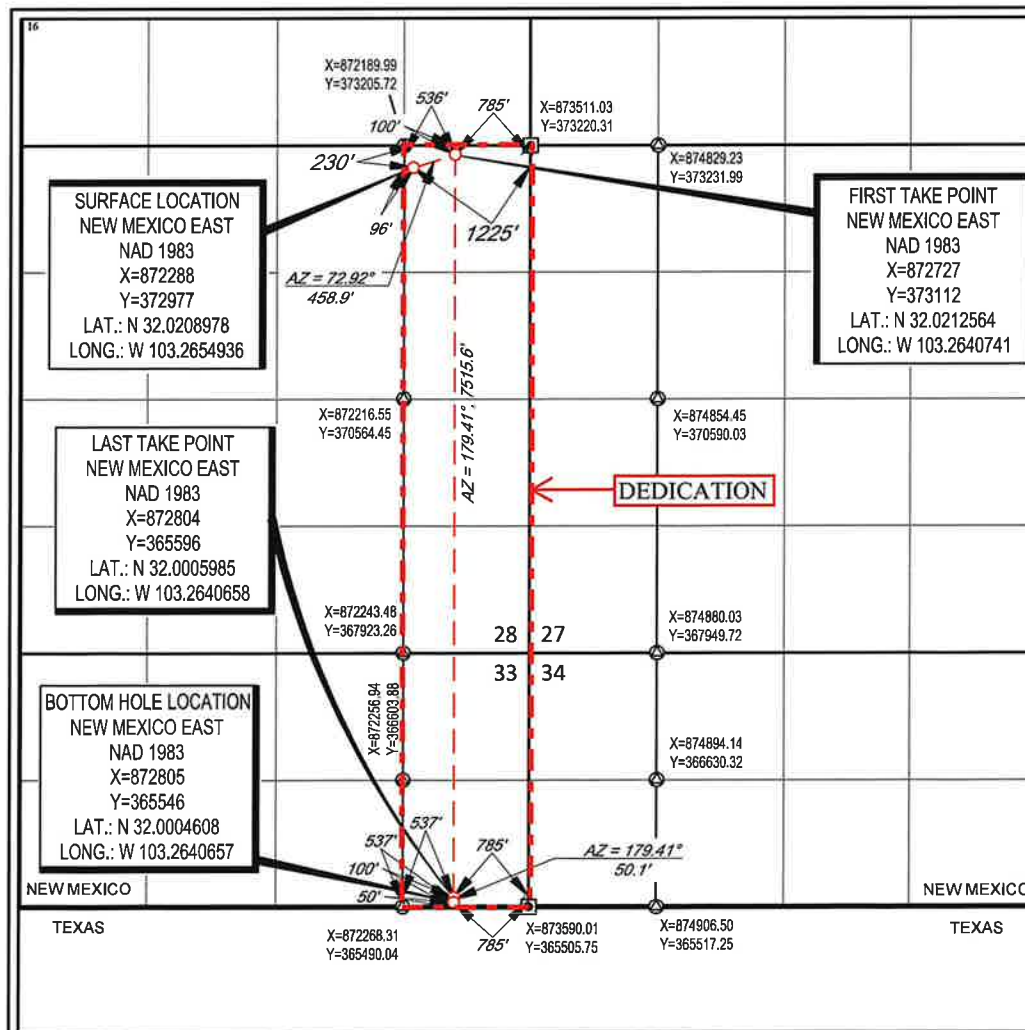
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	28	26-S	36-E	-	230'	NORTH	1225'	EAST	LEA

¹¹Bottom 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
1	33	26-S	36-E	-	50'	SOUTH	785'	EAST	LEA

¹² Dedicated Acres 233.71	¹³ Joint or Infill	¹⁴ Consolidation Code C	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.

¹⁷OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

Floyd Hammond 3/29/2022
Signature Date

Floyd Hammond
Printed Name

fhammond@amereDEV.com
E-mail Address

¹⁸SURVEYOR CERTIFICATION

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

03/23/2018
Date of Survey

Signature and Seal of Professional Surveyor

Michael B. Brown
MICHAEL B. BROWN
NEW MEXICO
18329
PROFESSIONAL SURVEYOR
Certificate Number

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

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

HOBBS OCD

FORM C-102

Revised August 1, 2011

Submit one copy to appropriate

District Office

SEP 25 2019

RECEIVED ☐ AMENDED REPORT**WELL LOCATION AND ACREAGE DEDICATION PLAT**

¹ API Number 30-025-44810	² Pool Code 98234	³ Pool Name WC-025 G-09 S263619C; WOLFCAMP
⁴ Property Code 320645	⁵ Property Name MAGNOLIA STATE COM 26 36 22	⁶ Well Number 125H
⁷ OGRID No. 372224	⁸ Operator Name AMEREDEV OPERATING, LLC.	⁹ Elevation 2908'

¹⁰Surface Location

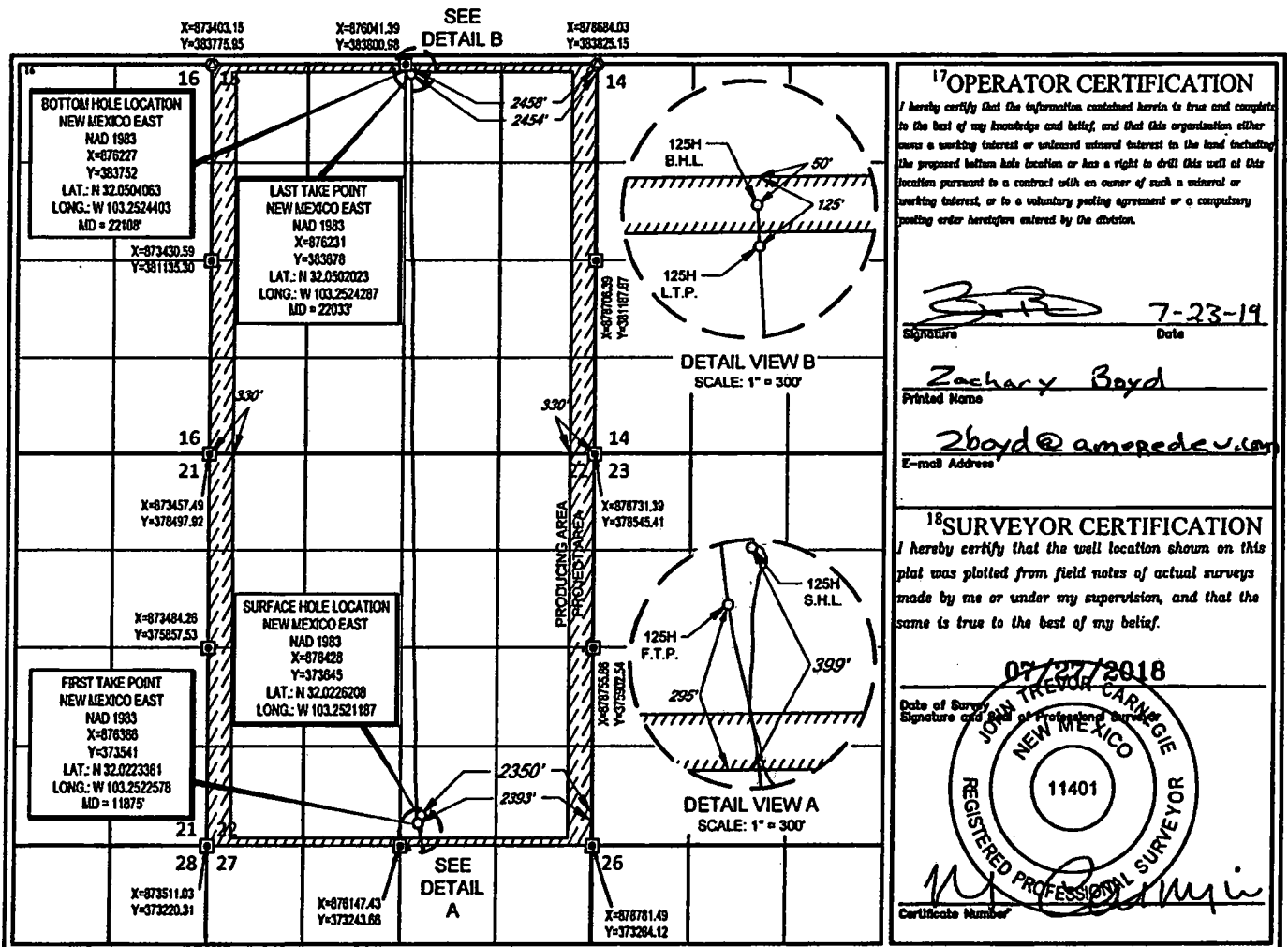
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	22	26-S	36-E	-	399'	SOUTH	2350'	EAST	LEA

¹¹Bottom 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	15	26-S	36-E	-	50'	NORTH	2458'	EAST	LEA

¹² Dedicated Acres 320.642	¹³ Joint or Infill	¹⁴ Consolidation Code C	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.



District I
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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 30-025-44104		² Pool Code 98234		³ Pool Name WC-025 G-09 S263619C; UPR WOLFCAMP					
⁴ Property Code 319731		⁵ Property Name AZALEA 26 36 28 STATE						⁶ Well Number 111H	
⁷ OGRID No. 372224		⁸ Operator Name AMEREDEV OPERATING, LLC.						⁹ Elevation 2921'	
¹⁰Surface Location									
UL or lot no. D	Section 28	Township 26-S	Range 36-E	Lot Idn -	Feet from the 231'	North/South line NORTH	Feet from the 260'	East/West line WEST	County LEA
¹¹Bottom Hole Location If Different From Surface									
UL or lot no. 4	Section 33	Township 26-S	Range 36-E	Lot Idn -	Feet from the 330'	North/South line SOUTH	Feet from the 370'	East/West line WEST	County LEA
¹² Dedicated Acres 233.75		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.

17 OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or undivided mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

Signature: *Stan W. Lloyd* Date: 7/18/18

Printed Name: Floyd Hammond

E-mail Address: fhammond@ameredev.com

18 SURVEYOR CERTIFICATION

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

Date of Survey: 08/25/2017
Signature and Seal of Professional Surveyor: *Stan W. Lloyd*

NEW MEXICO PROFESSIONAL SURVEYOR 19642

Certificate Number: *Stan W. Lloyd*

District I
1625 N. French Dr., Hobbs, NM 88240
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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 30-025-44229	² Pool Code 98234	³ Pool Name WC-025 G-09 S263619C; WOLFCAMP
⁴ Property Code 319731	⁵ Property Name AZALEA 26 36 28 STATE	⁶ Well Number 121Y
⁷ OGRID No. 372224	⁸ Operator Name AMEREDEV OPERATING, LLC	⁹ Elevation 2921'

¹⁰Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	28	26-S	36-E	-	231'	NORTH	240'	WEST	LEA

¹¹Bottom 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
4 E	33	26-S	36-E	-	332'	SOUTH	408'	WEST	LEA

¹² Dedicated Acres 233.75	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

¹⁶ 		¹⁷ OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or undivided mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. Signature: <i>Floyd Hammond</i> Date: 7/18/18 Printed Name: Floyd Hammond E-mail Address: fhammond@amereDEV.com
¹⁸ SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true to the best of my belief. Date of Survey: <i>May 26, 2017</i> Signature and Seal of Professional Surveyor: <i>Stan W. Lloyd</i> Certificate Number: 19642		

S:\SURVEY\AMEREDEV_OPERATING,LLC\AZALEA_STATE_COM\FINAL_PRODUCTS\AD_AZALEA_STATE_26 36 28_121Y.DWG 7/17/2018 4:13:23 PM cccason

District I
1625 N. French Dr., Hobbs, NM 88240
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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 30-025-49931	² Pool Code 98234	³ Pool Name WC-025 G-09 S263619C; UPR WOLFCAMP
⁴ Property Code 331807	⁵ Property Name AZALEA 26 36 28 STATE COM	
⁷ OGRID No. 372224	⁶ Operator Name AMEREDEV OPERATING, LLC.	⁸ Well Number 104H
		⁹ Elevation 2913'

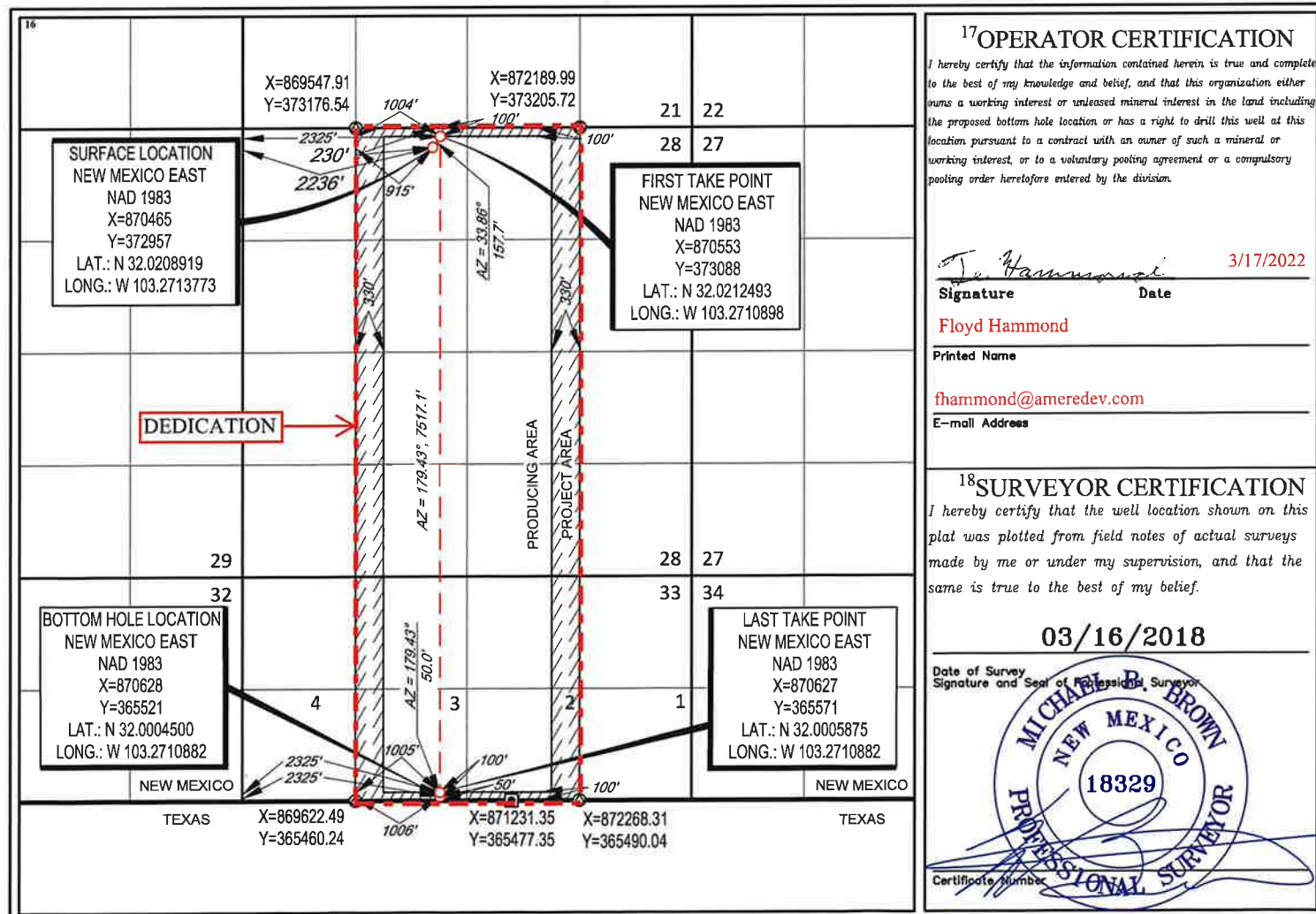
¹⁰Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	28	26-S	36-E	-	230'	NORTH	2236'	WEST	LEA

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
3	33	26-S	36-E	-	50'	SOUTH	2325'	WEST	LEA

¹² Dedicated Acres 467.46	¹³ Joint or Infill	¹⁴ Consolidation Code C	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.



FORM C-102

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

Revised August 1, 2011

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District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-49932		² Pool Code 98234	³ Pool Name WC-025 G-09 S263619C;WOLFCAMP
⁴ Property Code 331807	⁵ Property Name AZALEA 26 36 28 STATE COM		⁶ Well Number 123H
⁷ GRID No. 372224	⁸ Operator Name AMEREDEV OPERATING, LLC.		⁹ Elevation 2913'

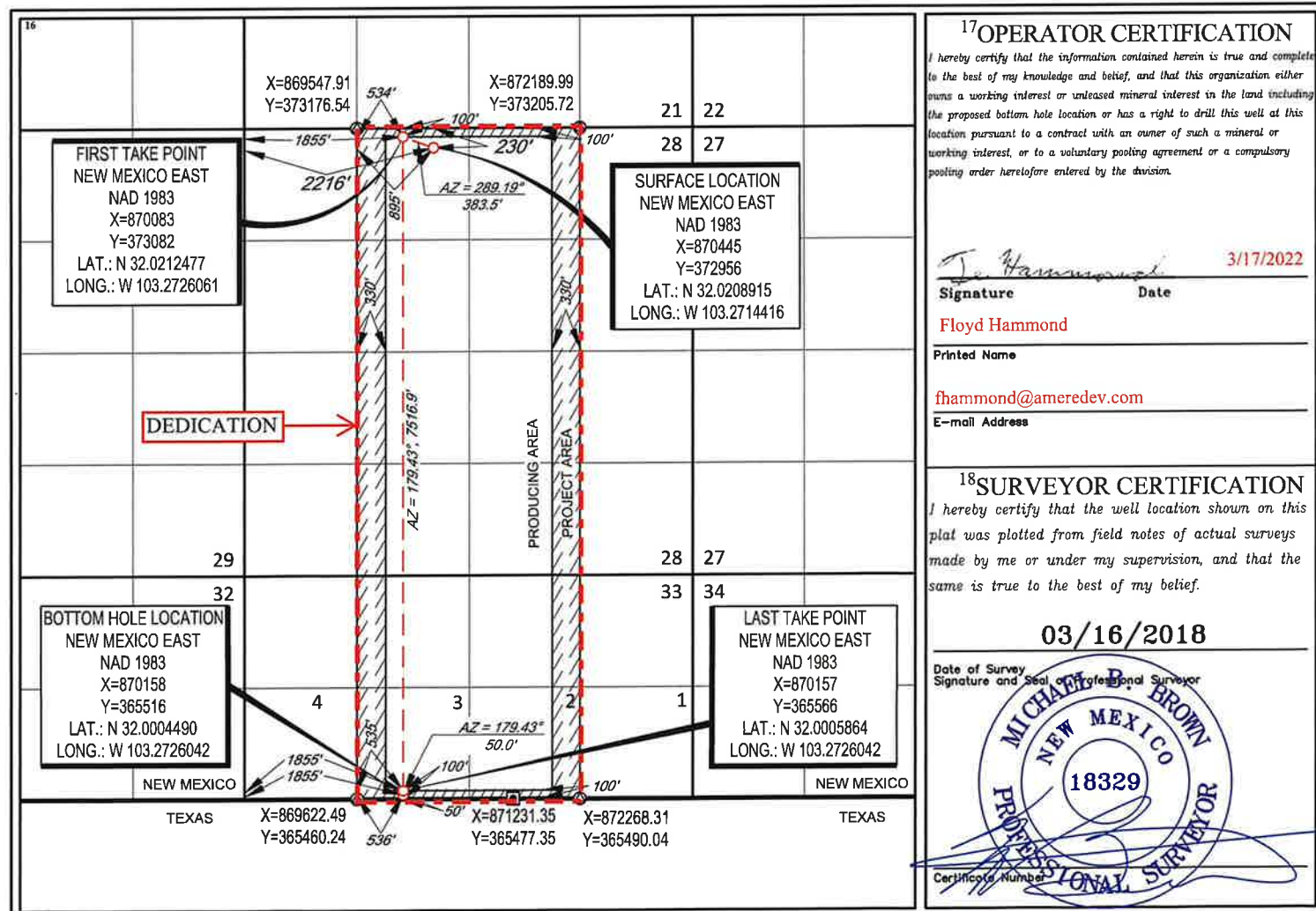
¹⁰Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	28	26-S	36-E	-	230'	NORTH	2216'	WEST	LEA

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
3	33	26-S	36-E	-	50'	SOUTH	1855'	WEST	LEA

¹² Dedicated Acres 467.46	¹³ Joint or Infill	¹⁴ Consolidation Code C	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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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 30-025-49590		² Pool Code 98234	³ Pool Name WC-025 G-09 S263619C; WOLFCAMP
⁴ Property Code 331807	⁵ Property Name AZALEA 26 36 28 STATE COM		⁶ Well Number 125H
⁷ GRID No. 372224	⁸ Operator Name AMEREDEV OPERATING, LLC.		⁹ Elevation 2907'

¹⁰Surface Location

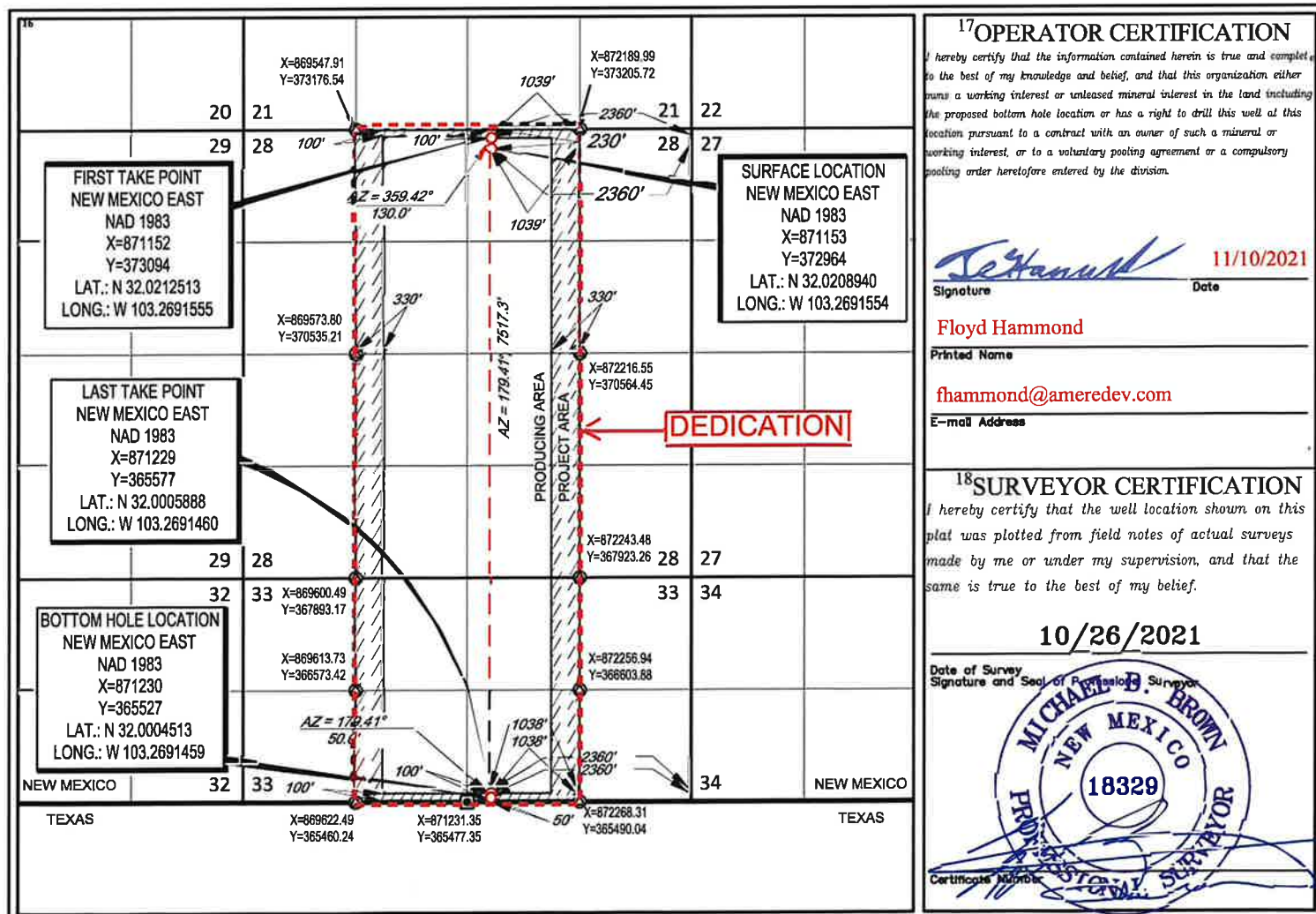
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	28	26-S	36-E	-	230'	NORTH	2360'	EAST	LEA

¹¹Bottom 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
2	33	26-S	36-E	-	50'	SOUTH	2360'	EAST	LEA

¹² Dedicated Acres 467.46	¹³ Joint or Infill	¹⁴ Consolidation Code C	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.



C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION	Revised July 9, 2024	
		Submittal Type:	<input type="checkbox"/> Initial Submittal
			<input checked="" type="checkbox"/> Amended Report
		<input type="checkbox"/> As Drilled	

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-52108	Pool Code 98150	Pool Name WC-025 G-08 S263620C; LWR BONE SPRING
Property Code 331807	Property Name AZALEA 26 36 28 STATE COM	Well Number 072H
OGRID No. 372224	Operator Name AMEREDEV OPERATING, LLC.	Ground Level Elevation 2914'
Surface Owner: <input checked="" type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal		Mineral Owner: <input checked="" type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal

Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the N/S	Feet from the E/W	Latitude	Longitude	County
C	28	26-S	36-E	-	310' N	1966' W	N 32.0206709	W 103.2722475	LEA

Bottom Hole Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the N/S	Feet from the E/W	Latitude	Longitude	County
3	33	26-S	36-E	-	50' S	2310' W	N 32.0004500	W 103.2711366	LEA

Dedicated Acres 233.74	Infill or Defining Well DEFINING	Defining Well API	Overlapping Spacing Unit (Y/N) N	Consolidated Code
Order Numbers N/A			Well Setbacks are under Common Ownership: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Kick Off Point (KOP)

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the N/S	Feet from the E/W	Latitude	Longitude	County
C	28	26-S	36-E	-	100' N	2310' W	N 32.0212493	W 103.2711381	LEA

First Take Point (FTP)

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the N/S	Feet from the E/W	Latitude	Longitude	County
C	28	26-S	36-E	-	100' N	2310' W	N 32.0212493	W 103.2711381	LEA

Last Take Point (LTP)

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the N/S	Feet from the E/W	Latitude	Longitude	County
3	33	26-S	36-E	-	100' S	2310' W	N 32.0005874	W 103.2711366	LEA

Unitized Area or Area of Uniform Interest UNITIZED AREA	Spacing Unity Type <input checked="" type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation
--	--	------------------------

OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division.

Joe Bob Jones

9/5/2024

Signature

Date

Joe Bob Jones

Print Name

jjones@ameredev.com

E-mail Address

SURVEYORS CERTIFICATION

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



Signature and Seal of Professional Surveyor

Date

Certificate Number

Date of Survey

06/08/2023

C-102

Submit Electronically
Via OCD PermittingState of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION

Revised July 9, 2024

Submittal
Type:☐ Initial Submittal☒ Amended Report☐ As Drilled

Property Name and Well Number

AZALEA 26 36 28 STATE COM 072H

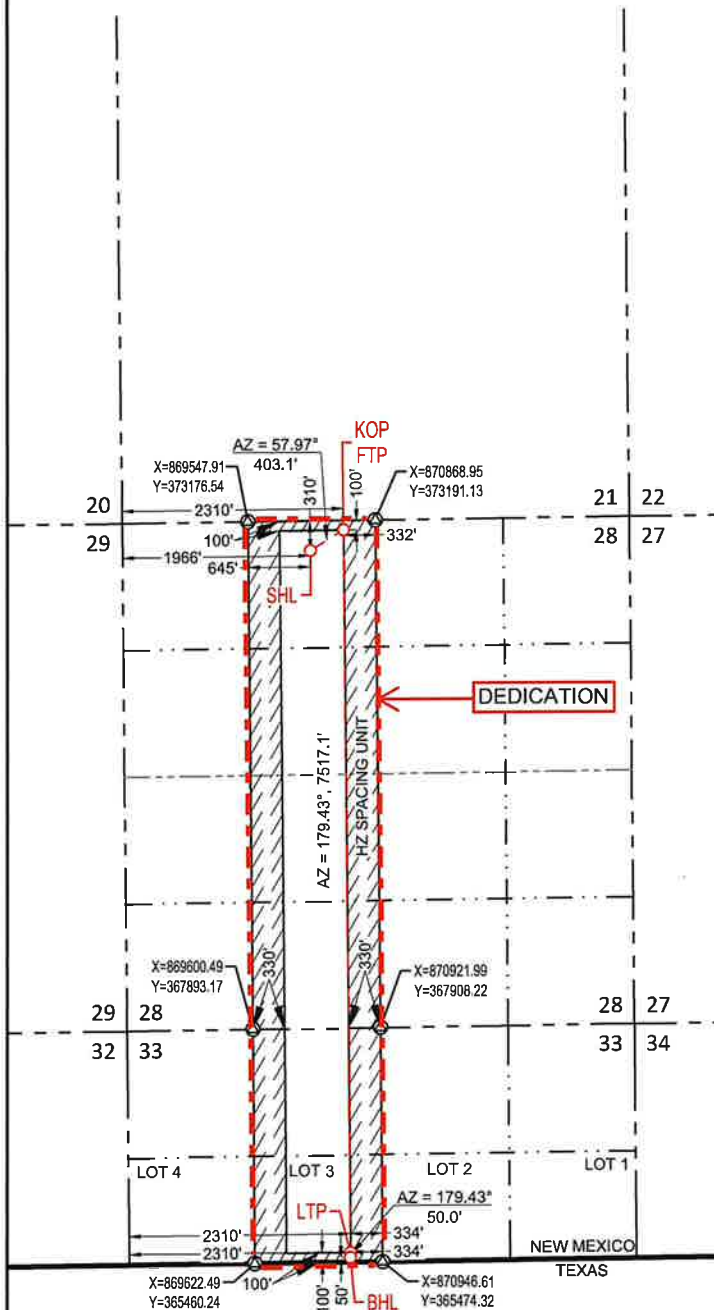
SURFACE LOCATION (SHL)

NEW MEXICO EAST
NAD 1983
X=870196 Y=372874
LAT.: N 32.0206709
LONG.: W 103.2722475
1966' FWL 310' FNLKICK OFF POINT (KOP)
FIRST TAKE POINT (FTP)NEW MEXICO EAST
NAD 1983
X=870538 Y=373087
LAT.: N 32.0212493
LONG.: W 103.2711381
2310' FWL 100' FNL

LAST TAKE POINT (LTP)

NEW MEXICO EAST
NAD 1983
X=870612 Y=365571
LAT.: N 32.0005874
LONG.: W 103.2711366
2310' FWL 100' FSL

BOTTOM HOLE LOCATION (BHL)

NEW MEXICO EAST
NAD 1983
X=870613 Y=365521
LAT.: N 32.0004500
LONG.: W 103.2711366
2310' FWL 50' FSL

SURVEYORS CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.
06/08/2023

Date of Survey

Signature and Seal of Professional Surveyor:



C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION	Revised July 9, 2024
	Submittal Type:	<input type="checkbox"/> Initial Submittal
		<input checked="" type="checkbox"/> Amended Report
		<input type="checkbox"/> As Drilled

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-52110	Pool Code 98150	Pool Name WC-025 G-08 S263620C; LWR BONE SPRING
Property Code 331807	Property Name AZALEA 26 36 28 STATE COM	Well Number 182H
OGRID No. 372224	Operator Name AMEREDEV OPERATING, LLC.	Ground Level Elevation 2914'
Surface Owner: <input checked="" type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal		Mineral Owner: <input checked="" type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal

Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the N/S	Feet from the E/W	Latitude	Longitude	County
C	28	26-S	36-E	-	280' N	1966' W	N 32.0207534	W 103.2722475	LEA

Bottom Hole Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the N/S	Feet from the E/W	Latitude	Longitude	County
3	33	26-S	36-E	-	50' S	2310' W	N 32.0004500	W 103.2711366	LEA

Dedicated Acres 233.74	Infill or Defining Well DEFINING	Defining Well API	Overlapping Spacing Unit (Y/N) N	Consolidated Code
Order Numbers N/A			Well Setbacks are under Common Ownership: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Kick Off Point (KOP)

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the N/S	Feet from the E/W	Latitude	Longitude	County
C	28	26-S	36-E	-	100' N	2310' W	N 32.0212493	W 103.2711381	LEA

First Take Point (FTP)

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the N/S	Feet from the E/W	Latitude	Longitude	County
C	28	26-S	36-E	-	100' N	2310' W	N 32.0212493	W 103.2711381	LEA

Last Take Point (LTP)

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the N/S	Feet from the E/W	Latitude	Longitude	County
3	33	26-S	36-E	-	100' S	2310' W	N 32.0005874	W 103.2711366	LEA

Unitized Area or Area of Uniform Interest UNITIZED AREA	Spacing Unity Type <input checked="" type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation
---	--	------------------------

OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief; and, if the well is a vertical or directional well, that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division.

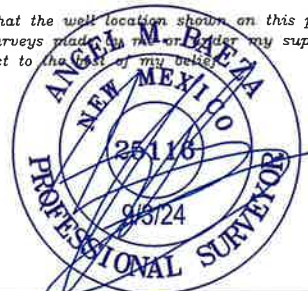
Joe Bob Jones 9/5/2024
Signature Date

Joe Bob Jones

Print Name
jjones@amereDEV.com
E-mail Address

SURVEYORS CERTIFICATION

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



Signature and Seal of Professional Surveyor Date

Certificate Number Date of Survey
06/08/2023

C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION		Revised July 9, 2024	
	Submittal Type:	<input type="checkbox"/> Initial Submittal <input checked="" type="checkbox"/> Amended Report <input type="checkbox"/> As Drilled		
		Property Name and Well Number <div style="text-align: center; font-weight: bold;">AZALEA 26 36 28 STATE COM 182H</div>		

SURFACE LOCATION (SHL)

NEW MEXICO EAST
 NAD 1983
 X=870196 Y=372904
 LAT.: N 32.0207534
 LONG.: W 103.2722475
 1966' FWL 280' FNL

KICK OFF POINT (KOP)
FIRST TAKE POINT (FTP)

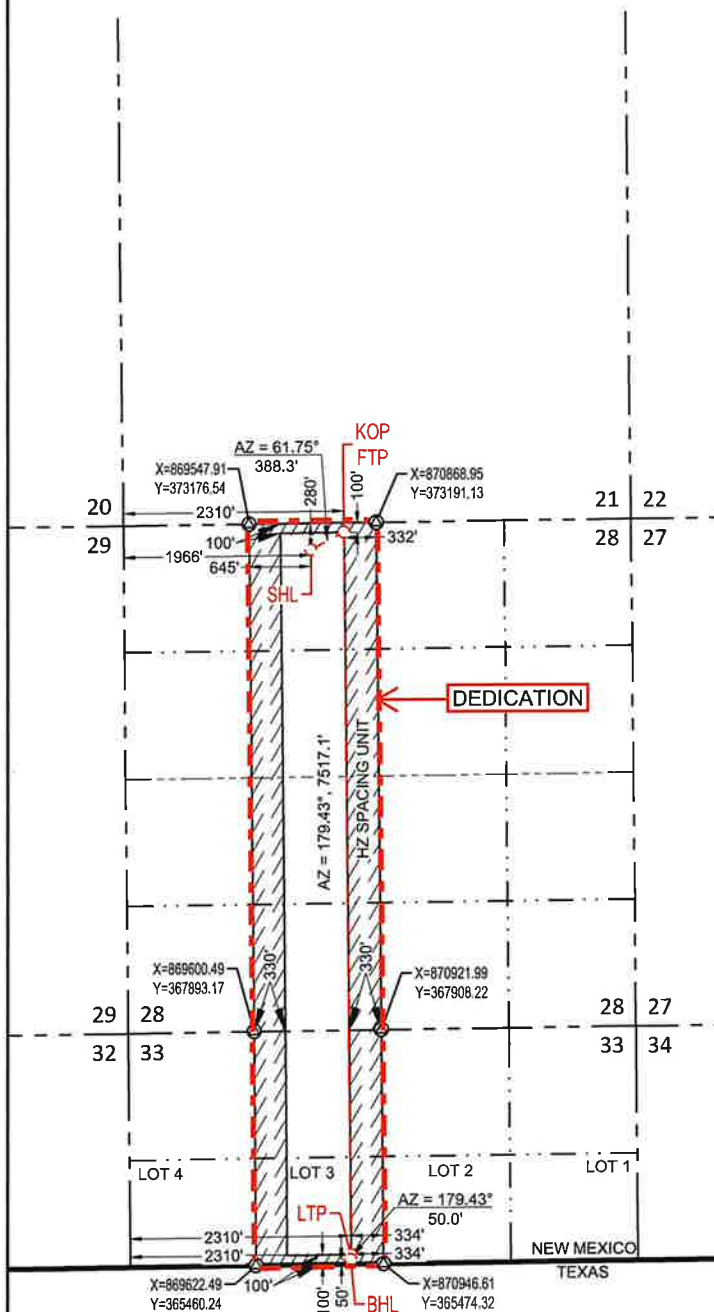
NEW MEXICO EAST
 NAD 1983
 X=870538 Y=373087
 LAT.: N 32.0212493
 LONG.: W 103.2711381
 2310' FWL 100' FNL

LAST TAKE POINT (LTP)

NEW MEXICO EAST
 NAD 1983
 X=870612 Y=365571
 LAT.: N 32.0005874
 LONG.: W 103.2711366
 2310' FWL 100' FSL

BOTTOM HOLE LOCATION (BHL)

NEW MEXICO EAST
 NAD 1983
 X=870613 Y=365521
 LAT.: N 32.0004500
 LONG.: W 103.2711366
 2310' FWL 50' FSL

**SURVEYORS CERTIFICATION**

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.
 06/08/2023

Date of Survey
 Signature and Seal of Professional Surveyor:



EXHIBIT

5

pg 1. g6

203631.

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

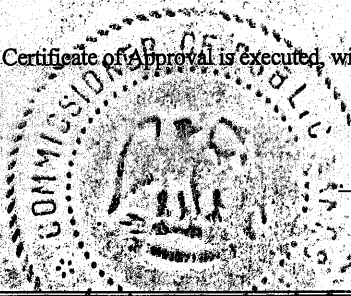
One Energy Partners
Prizehog BWZ State Com Well #1H
Vertical Extent: Wolfcamp
Township: 26 South, Range: 36 East, NMPM
Section 19 : E2W2
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated April 11, 2017, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 5th day of May, 2017.



[Signature]

COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico



CERTIFICATION
I certify that the foregoing instrument
containing 203631 page(s) is a true and exact
photocopy of the original in my custody and on
file in the State Land Office.

Date April 24, 2023
[Signature]
Commissioner of Public Lands

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000035105
Book 2209 Page 584
1 of 6
05/08/2023 11:00 AM
BY CARRIE SANDOVAL

pg. 2 of 6

New Mexico State Land Office
Oil, Gas, and Minerals Division

Prizehog BWZ State Com IH
SHORT TERM
Revised Feb. 2013

**COMMUNITIZATION
AGREEMENT**
Online Version

STATE OF NEW MEXICO)
)
COUNTY OF LEA)

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KNOW ALL MEN BY THESE PRESENTS:

THAT THIS AGREEMENT (not to be used for helium or carbon dioxide) is entered into as of April 11 2017, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized area on an acreage or other basis found by the Commissioner to be fair and equitable.

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 leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the **Wolfcamp** formation (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

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 undersigned as follows:

1. The lands covered by this agreement (hereinafter referred to as the "communitized area") are described as follows: Subdivisions **E/2W/2, Section 19, Township 26 South, Range 36 East, N.M.P.M., Lea County, New Mexico**, containing **160** acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that

ONLINE version
February 2013

Short-term Com.



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CERTIFICATION
I certify that the foregoing instrument
containing 6 page(s) is a true and exact
photocopy of the original in my custody and on
file in the State Land Office.
Date April 24, 2023
[Signature]
Commissioner of Public Lands

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000035185
Book 2209 Page 584
2 of 6
05/08/2023 11:08 AM
BY CARRIE SANDOVAL

Pg. 3 of 6

Prizehog BWZ State Com 1H

may be produced from the said formation (hereinafter referred to as "Communitized Substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit "A" showing the acreage, and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

5. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

6. The commencement, completion, and continued operation or production of a well or wells for communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

7. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

8. **OneEnergy Partners Operating, LLC** shall be the Operator of said communitized area and all matters of operation shall be determined and performed by **OneEnergy Partners Operating, LLC**.

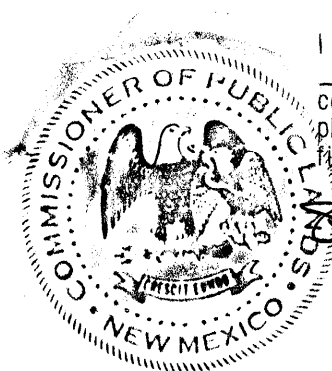
9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution and, upon approval by the Commissioner of Public Lands, shall remain in full force and effect until midnight, local time, **May 31, 2017**, and as long thereafter as either: drilling operations are conducted upon the communitized area in accordance with the State of New Mexico oil and gas leases committed hereto, or communitized substances are produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such well is shut-in due to the inability of the operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to

ONLINE version
February 2013

Short-term Com.



2



CERTIFICATION

I certify that the foregoing instrument
containing 203631 page(s) is a true and exact
photocopy of the original in my custody and on
file in the State Land Office.

Date

April 24, 2023

Stephanie French Riches
Commissioner of Public Lands

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000035185
Book 2209 Page 584
3 of 6
05/08/2023 11:08 AM
BY CARRIE SANDOVAL

pg. 4 of 6

Hizehog BWZ State Com 1H

prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this Agreement may be terminated at any time by mutual agreement of the parties hereto. This Agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: OneEnergy Partners Operating, LLC

By: Jeffrey M. Lierly
Vice President of Land

Lessee of Record – VB-1914-0002
OneEnergy Partners Operating, LLC

By: Jeffrey M. Lierly
Vice President of Land

Lessee of Record – VB-1915-0002
OneEnergy Partners Operating, LLC

By: Jeffrey M. Lierly
Vice President of Land

2017 APR 14 AM 11:47

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February 2013

Short-term Com.



3

CERTIFICATION
I certify that the foregoing instrument
containing 6 page(s) is a true and exact
photocopy of the original in my custody and on
file in the State Land Office.
Date April 24, 2023
Deborah J. Stuchek
Commissioner of Public Lands



LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000035195
Book 2209 Page 584
4 of 6
05/08/2023 11:08 AM
BY CARRIE SANDOVAL

pg 5 of 6

Trizehog BWZ State Com 1H

Acknowledgement in an Individual Capacity

State of _____)
)ss
County of _____)

This instrument was acknowledged before me this _____ day of _____ 20____

by _____
Name(s) of Person(s)

(Notary Seal)

Signature of Notarial Officer

My Commission Expires

2017 APR 14 AM 11:47

Acknowledgement in a Representative Capacity

State of Texas)
)ss
County of Dallas)

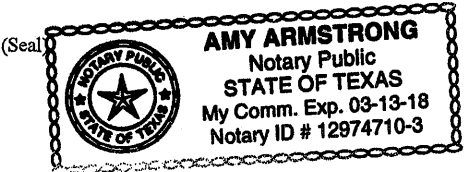
This instrument was acknowledged before me this 11 day of April, 2017

by Jeffery M Kierly
Name(s) of Person(s)

as Vice President
Type of authority, e.g., officer, trustee, etc.

OneEnergy Partners Operating, LLC,
of a Delaware limited liability company
Name of party on behalf of whom instrument was executed

Amy Armstrong
Signature of Notarial Officer
3-13-18



My Commission expires

ONLINE version
February 2013

Short-term Com.



4

CERTIFICATION
I certify that the foregoing instrument
containing 6 page(s) is a true and exact
photocopy of the original in my custody and on
file in the State Land Office.
Date April 4, 2023
Stephanie Fashichet
Commissioner of Public Lands

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000035185
Book 2209 Page 584
5 of 6
05/08/2023 11:08 AM
BY CARRIE SANDOVAL

Pg. 6 of 6

Dizehog BWZ State Com 1H

EXHIBIT
"A"

Attached to and made a part of that Communitization Agreement dated April 11, 2017 by and between OneEnergy Partners Operating, LLC covering the E/2W/2 of Section 19, Township 26 South, Range 36 East, NMPM, Lea County, New Mexico.

Operator of Communitized Area: OneEnergy Partners Operating, LLC

Description of Leases Committed:

Tract No. 1

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record: OneEnergy Partners Operating, LLC
Serial No. of Lease: VB-1914-0002
Date of Lease: September 1, 2010
Description of Lands Committed: E/2NW/4 of Section 19, Township 26 South, Range 36 East, NMPM, Lea County, New Mexico
No. of Acres: 80.00

Tract No.

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record: OneEnergy Partners Operating, LLC
Serial No. of Lease: VB-1915-0002
Date of Lease: September 1, 2010
Description of Lands Committed: E/2SW/4 of Section 19, Township 26 South, Range 36 East, NMPM, Lea County, New Mexico
No. of Acres: 80.00

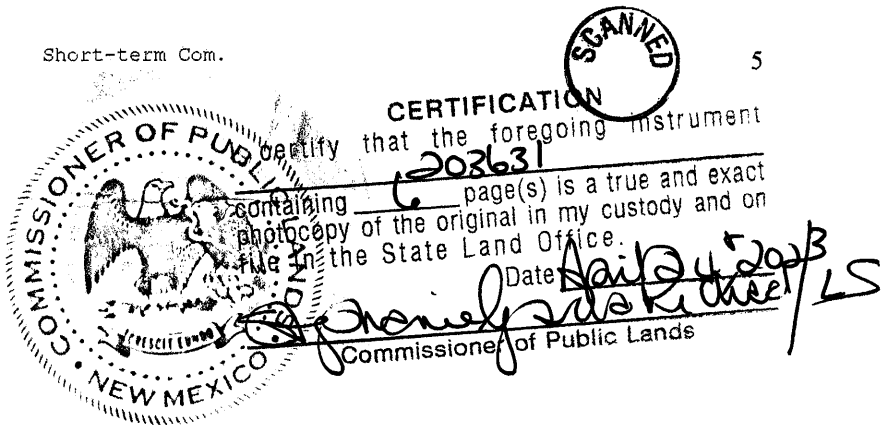
RECAPITULATION

Tract No.	Number of Acres Committed	Percentage of Interest in Communitized Area
No. 1	80.00	50.00%
No. 2	80.00	50.00%

2017 APR 14 AM 11:47

ONLINE version
February 2013

Short-term Com.



RECORDER'S MEMORANDUM

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

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000035105
Book 2209 Page 584
6 of 6
05/08/2023 11:08 AM
BY CARRIE SANDOVAL

203712

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

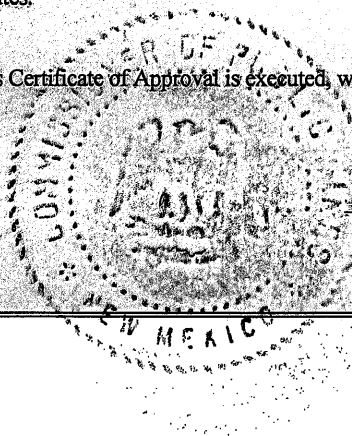
Impetro Operating LLC
 Prizehog BWZ State Com Well #2H
 Vertical Extent: Wolfcamp
Township: 26 South, Range: 36 East, NMPM
 Section 19 : E2E2
 Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated October 16, 2017, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 1st day of December 2017.



 COMMISSIONER OF PUBLIC LANDS
 of the State of New Mexico



CERTIFICATION

I certify that the foregoing instrument containing 203712 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.

Date

April 24, 2023

 Commissioner of Public Lands



LEA COUNTY, NM
 KEITH MANES, COUNTY CLERK
 000035187
 Book 2209 Page 586
 1 of 8
 05/08/2023 11:08 AM
 BY CARRIE SANDOVAL

Pg 2-jg.

NM State Land Office
Oil, Gas, & Minerals Division

STATE/STATE OR
STATE/FEE
Revised March 2017

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL MEN BY THESE PRESENTS: Well Name: PRIZEHOG BWZ STATE COM #002H

STATE OF NEW MEXICO)
SS)

API #: 30-025-44111

COUNTY OF LEA)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of October 16, 2017, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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 leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Wolfcamp formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE version
March, 2017

State/State
State/Fee

1

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CERTIFICATION
I certify that the foregoing instrument
203712
containing 0 page(s) is a true and exact
photocopy of the original in my custody and on
file in the State Land Office.
Date: April 24/2023
[Signature]
Commissioner of Public Lands



LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000035187
Book 2209 Page 586
2 of 8
05/08/2023 11:08 AM
BY CARRIE SANDOVAL

pg. 3. g.8

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 undersigned as follows:

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

Subdivisions: E/2E/2 of Sect(s) 19 Twnshp 26 Rng 36 East N.M.P.M., Lea County, NM

Containing 160 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and/or depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

ONLINE version
March, 2017

State/State
State/Fee

2



CERTIFICATION
I certify that the foregoing instrument
containing 8 page(s) is a true and exact
photocopy of the original in my custody and on
file in the State Land Office.

Date April 24, 2023
Stephenie J. Rick
Commissioner of Public Lands

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000035197
Book 2209 Page 506
3 of 8
05/08/2023 11:08 AM
BY CARRIE SANDOVAL

Pg. 499.

4. Impetro Operating, LLC shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Impetro Operating, LLC.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be

ONLINE version

State/State

March, 2017

State/Fee

3



CERTIFICATION

I certify that the foregoing instrument
 20312
 containing 8 page(s) is a true and exact
 photocopy of the original in my custody and on
 file in the State Land Office.

Date

[Signature]
 Commissioner of Public Lands

LEA COUNTY, NM
 KEITH MANES, COUNTY CLERK
 000035187
 Book 2209 Page 586
 4 of 8
 05/08/2023 11:08 AM
 BY CARRIE SANDOVAL

pg. 5 of 8

terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

4/10/14
ONLINE Version
March 2017
NON LIT

State/State
State/Fee

4



CERTIFICATION
I certify that the foregoing instrument
containing 8 page(s) is a true and exact
photocopy of the original in my custody and on
file in the State Land Office.
Date April 24, 2023
Stephanie Garza
Commissioner of Public Lands

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000035187
Book 2209 Page 586
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05/08/2023 11:08 AM
BY CARRIE SANDOVAL

Pg. 7 of 8

LEASE #: VB-1914-0002 & VB-1915-0002

LESSEE OF RECORD: OneEnergy Partners Operating, LLC

BY: Jeffrey M. Lively, VICEPRESIDENT OF LAND
Name and Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in an Individual Capacity

State of _____)
SS)

County of _____)

This instrument was acknowledged before me on _____ Date

By _____
Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

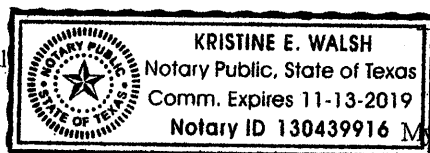
State of Texas)
SS)

County of Dallas)

This instrument was acknowledged before me on October 25, 2017 Date

By Jeffrey M. Lierly, Vice President of Land of One Energy Partners Operating, LLC.
Name(s) of Person(s)

(Seal



Signature of Notarial Officer

commission expires: 11-13-2019

~~ONLINE~~ version

State/State

March, 2017

State/Fee

6

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rch, 2017
- 131 102



CERTIFICATION

I certify that the foregoing instrument
containing 203712 page(s) is a true and exact
photocopy of the original in my custody and on
file in the State Land Office.

Date: 04/01/2023

Commissioner of Public Lands

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000035187
Book 2209 Page 586
7 of 8
05/08/2023 11:08 AM
BY CARRIE SANDOVAL

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated October 16, 2017 by and between Impetro Operating, LLC, covering E/2E/2 of Sect(s) 19 Twnshp 26 Rng 36 East N.M.P.M., Lea County, NM.

OPERATOR of Communitized Area: IMPETRO OPERATING, LLC

DESCRIPTION OF LEASES COMMITTED:

TRACT NO. 1

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: OneEnergy Partners Operating LLC

Serial No. of Lease: VB-1914-002

Date of Lease: September 1, 2010

Description of Lands Committed: E/2NE/4 of Section 19, Township 26 South, Range 36 East, N.M.P.M., Lea County, NM

No. of Acres: 80.00

TRACT NO. 2

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: OneEnergy Partners Operating LLC

Serial No. of Lease: VB-1915-0002

Date of Lease: September 1, 2010

Description of Lands Committed: E/2SE/4 of Section 19, Township 26 South, Range 36 East, N.M.P.M., Lea County, NM

No. of Acres: 80.00

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest in Communitized Area
No. 1	80.00	50.00%
No. 2	80.00	50.00%
TOTAL	160.00	100.00%

ONLINE version

State/State

March, 2017

State/Fee

1



CERTIFICATION

I certify that the foregoing instrument
containing 20372 page(s) is a true and exact
photocopy of the original in my custody and on
file in the State Land Office.

Date: Nov 24, 2023

Commissioner of Public Lands



RECORDER'S MEMORANDUM

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

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000035197
Book 2209 Page 586
8 of 8
05/08/2023 11:08 AM
BY CARRIE SANDOVAL

Pg 196

25-6

203613

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

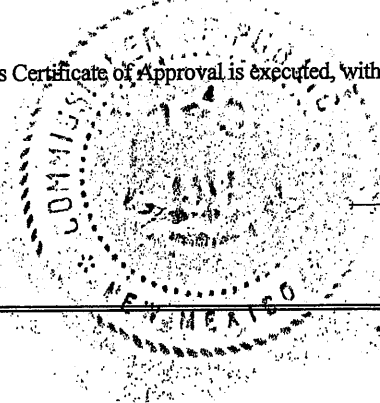
One Energy Partners
Wildhog BWX State Com Well #1H
Vertical Extent: Wolfcamp
Township: 26 South, Range: 36 East, NMPM
Section 20 : E2W2
Lea County, New Mexico

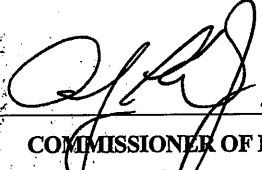
There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated April 11, 2017, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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


IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 5th day of May, 2017.




COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico



CERTIFICATION
I certify that the foregoing instrument
containing 203613 page(s) is a true and exact
photocopy of the original in my custody and on
file in the State Land Office.

Date 4/24/2023

Commissioner of Public Lands

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000035188
Book 2209 Page 597
1 of 6
05/08/2023 11:08 AM
BY CARRIE SANDOVAL

Pg. 2 of 6

New Mexico State Land Office
Oil, Gas, and Minerals Division

2017 APR 14 AM 11: 48

Wildhog BWX State Com 1H
SHORT TERM
Revised Feb. 2013

**COMMUNITIZATION
AGREEMENT**
Online Version

STATE OF NEW MEXICO)
)
) ss)
COUNTY OF LEA)

KNOW ALL MEN BY THESE PRESENTS:

THAT THIS AGREEMENT (not to be used for helium or carbon dioxide) is entered into as of April 11 2017, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized area on an acreage or other basis found by the Commissioner to be fair and equitable.

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 leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the **Wolfcamp** formation (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

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 undersigned as follows:

1. The lands covered by this agreement (hereinafter referred to as the "communitized area") are described as follows: Subdivisions **E/2W/2, Section 20, Township 26 South, Range 36 East, N.M.P.M., Lea County, New Mexico**, containing **160** acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

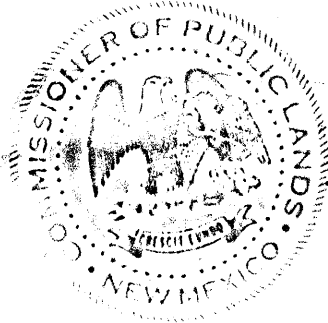
AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that

ONLINE version
February 2013

Short-term Com.



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CERTIFICATION
I certify that the foregoing instrument
containing 203613 page(s) is a true and exact
photocopy of the original in my custody and on
file in the State Land Office.

Date April 25, 2023
[Signature]
Commissioner of Public Lands

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000035100
Book 2209 Page 587
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05/09/2023 11:08 AM
BY CARRIE SANDOVAL

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Wildhog BWX State Com 1H

may be produced from the said formation (hereinafter referred to as "Communitized Substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit "A" showing the acreage, and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

5. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

6. The commencement, completion, and continued operation or production of a well or wells for communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

7. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

8. **OneEnergy Partners Operating, LLC** shall be the Operator of said communitized area and all matters of operation shall be determined and performed by **OneEnergy Partners Operating, LLC**.

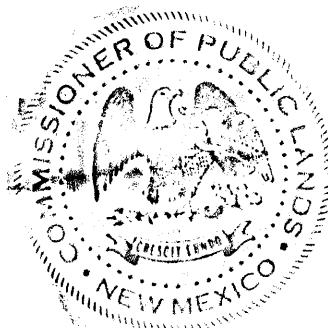
9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution and, upon approval by the Commissioner of Public Lands, shall remain in full force and effect until midnight, local time, **May 31, 2017**, and as long thereafter as either: drilling operations are conducted upon the communitized area in accordance with the State of New Mexico oil and gas leases committed hereto, or communitized substances are produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such well is shut-in due to the inability of the operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to

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February 2013

Short-term Com.



2



CERTIFICATION

I certify that the foregoing instrument containing 6 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.

Date April 25, 2013

Stephanie Ann Richard
Commissioner of Public Lands

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000035100
Book 2209 Page 587
3 of 6
05/09/2023 11:08 AM
BY CARRIE SANDOVAL

Pg. 4 of 6.

Wildhog BWX State Com 1H

prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this Agreement may be terminated at any time by mutual agreement of the parties hereto. This Agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: OneEnergy Partners Operating, LLC

By: Jeffrey M. Lierly
Vice President of Land

Lessee of Record – VB-1916-0002
OneEnergy Partners Operating, LLC

By: Jeffrey M. Lierly
Vice President of Land

Lessee of Record – VB-1917-0002
OneEnergy Partners Operating, LLC

By: Jeffrey M. Lierly
Vice President of Land

ONLINE version
February 2013

Short-term Com.

3



CERTIFICATION
I certify that the foregoing instrument
containing 6 page(s) is a true and exact
photocopy of the original in my custody and on
file in the State Land Office.

Date April 24, 2023
Agamir
Commissioner of Public Lands



LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000035100
Book 2209 Page 507
4 of 6
05/08/2023 11:08 AM
BY CARRIE SANDOVAL

Pg 5 of 6

Wildhog BWX State Com 1H

Acknowledgement in an Individual Capacity

State of _____)
)ss
County of _____)

This instrument was acknowledged before me this _____ day of _____ 20____

by _____
Name(s) of Person(s)

(Notary Seal)

Signature of Notarial Officer

My Commission Expires

Acknowledgement in a Representative Capacity

State of Texas)
)ss
County of Dallas)

This instrument was acknowledged before me this 11 day of April, 2017

by Jeffery M Lierly
Name(s) of Person(s)

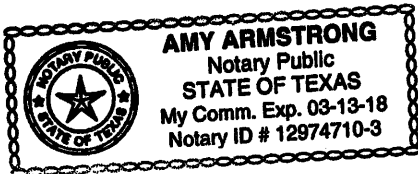
as Vice President
Type of authority; e.g., officer, trustee, etc.

OneEnergy Partners Operating, LLC,
of Delaware Limited Liability Company
Name of party on behalf of whom instrument was executed

Amy Armstrong
Signature of Notarial Officer

3-13-18

(Seal)



My Commission expires

ONLINE version
February 2013

Short-term Com.

4



CERTIFICATION

I certify that the foregoing instrument
containing 6 page(s) is a true and exact
photocopy of the original in my custody and on
file in the State Land Office.

Date April 5, 2013

Francis Radtchak
Commissioner of Public Lands

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000035100
Book 2209 Page 507
5 of 6
05/08/2023 11:08 AM
BY CARRIE SANDOVAL

Pg. 6 of 6

Wildhog BWX State Com 1H

EXHIBIT
"A"

Attached to and made a part of that Communitization Agreement dated April 11, 2017 by and between OneEnergy Partners Operating, LLC covering the E/2W/2 of Section 20, Township 26 South, Range 36 East, NMPM, Lea County, New Mexico.

Operator of Communitized Area: OneEnergy Partners Operating, LLC

Description of Leases Committed:

Tract No. 1

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record: OneEnergy Partners Operating, LLC
Serial No. of Lease: VB-1916-0002
Date of Lease: September 1, 2010
Description of Lands Committed: E/2NW/4 of Section 20, Township 26 South, Range 36 East, NMPM, Lea County, New Mexico
No. of Acres: 80.00

Tract No.

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record: OneEnergy Partners Operating, LLC
Serial No. of Lease: VB-1917-0002
Date of Lease: September 1, 2010
Description of Lands Committed: E/2SW/4 of Section 20, Township 26 South, Range 36 East, NMPM, Lea County, New Mexico
No. of Acres: 80.00

RECAPITULATION

Tract No.	Number of Acres Committed	Percentage of Interest in Communitized Area
No. 1	80.00	50.00%
No. 2	80.00	50.00%

ONLINE version
February 2013

Short-term Com.



CERTIFICATION
I certify that the foregoing instrument containing 6 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.

Date: April 20, 2013
Stephen J. Richardson
Commissioner of Public Lands



RECORDER'S MEMORANDUM

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

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000035100
Book 2209 Page 587
6 of 6
05/08/2023 11:08 AM
BY: CARRIE SANDOVAL

pg 1 of 8

203726

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Impetro Operating LLC
Wildhog BWX State Com Well #2H
Vertical Extent: Wolfcamp
Township: 26 South, Range: 36 East, NMPM
Section 20 : E2E2
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated October 16, 2017, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 1st day of December 2017.

COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico



CERTIFICATION

I certify that the foregoing instrument containing 8 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.

Date

Commissioner of Public Lands

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000035186
Book 2209 Page 585
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BY CARRIE SANDOVAL

Pg. 2 of 8

**NM State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**
Revised March 2017

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL MEN BY THESE PRESENTS: Well Name: WILDHOG BWX STATE COM #002H

STATE OF NEW MEXICO)
SS)

API #: 30-025-44112

COUNTY OF LEA)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of October 16, 2017, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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 leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Wolfcamp formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE VERSION
March 2017

State/State
State/Fee

1

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CERTIFICATION

I certify that the foregoing instrument

containing 203726 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.

Date April 14, 2017

Steph...
Commissioner of Public Lands



LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000035186
Book 2209 Page 585
2 of 8
05/08/2023 11:08 AM
BY CARRIE SANDOVAL

Pg. 39 8

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 undersigned as follows:

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

Subdivisions: E/2E/2 of Sect(s) 20 Twnshp 26 Rng 36 East N.M.P.M., Lea County, NM

Containing 160 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and/or depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

ONLINE version.

March, 2017

State/State

State/Fee

2



CERTIFICATION

I certify that the foregoing instrument containing 8 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.

Date

Commissioner of Public Lands

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000035106
Book 2209 Page 585
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05/08/2023 11:08 AM
BY CARRIE SANDOVAL

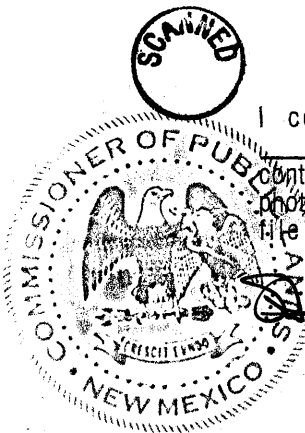
pg. 4 of 8

4. Impetro Operating, LLC shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Impetro Operating, LLC.
5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.
6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.
7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.
8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.
9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be

ONLINE version
March, 2017

State/State
State/Fee

3



CERTIFICATION

I certify that the foregoing instrument containing 8 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.

Date April 24, 2023
[Signature]
Commissioner of Public Lands

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000035186
Book 2209 Page 585
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05/08/2023 11:08 AM
BY CARRIE SANDOVAL

terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

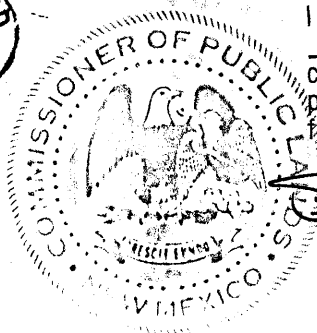
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

13
ONLINE Version
March, 2017

State/State
State/Fee

4

2017 NOV -9



CERTIFICATION
I certify that the foregoing instrument
containing 8 page(s) is a true and exact
photocopy of the original in my custody and on
file in the State Land Office.

Date April 24, 2023
[Signature]
Commissioner of Public Lands

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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BY CARRIE SANDOVAL

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LEASE #: VB-1916-0002 & VB-1917-0002

LESSEE OF RECORD: OneEnergy Partners Operating, LLC

BY: JEFFREY M. LIERLY, VICE PRESIDENT OF LAND
Name and Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in an Individual Capacity

State of _____)
County of _____) SS)

This instrument was acknowledged before me on _____ Date _____

By _____
Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

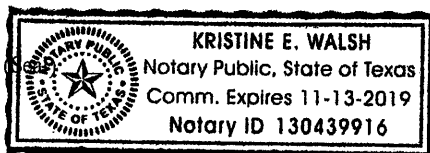
My commission expires: _____

Acknowledgment in an Representative Capacity

State of TEXAS)
) SS)
County of DALLAS)

This instrument was acknowledged before me on October 25, 2017 Date

By Jeffrey M. Lively, Vice President of Land of One Energy Partners Operating, LLC.
Name(s) of Person(s)



[Handwritten signature]

Signature of Notarial Officer

My commission expires: 11-13-2019

ONLINE version

State/State

March, 2017

State/Fee

6

CERTIFICATION

I certify that the foregoing instrument
containing 8 page(s) is a true and exact
photocopy of the original in my custody and on
file in the State Land Office.

Date April 24, 2023
Chris Richardson
 of Public Lands

Commissioner of Public Lands

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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BY CARRIE SANDOVAL

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EXHIBIT A

Attached to and made a part of that Communitization Agreement dated October 16, 2017 by and between Impetro Operating, LLC, covering E/2E/2 of Sect(s) 20 Twnshp 26 Rng 36 East N.M.P.M., Lea County, NM.

OPERATOR of Communitized Area: IMPETRO OPERATING, LLC

DESCRIPTION OF LEASES COMMITTED:

TRACT NO. 1

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record: OneEnergy Partners Operating LLC
Serial No. of Lease: VB-1916-002 Date of Lease: September 1, 2010
Description of Lands Committed: E/2NE/4 of Section 20, Township 26 South, Range 36 East, N.M.P.M., Lea County, NM
No. of Acres: 80.00

TRACT NO. 2

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record: OneEnergy Partners Operating LLC
Serial No. of Lease: VB-1917-0002 Date of Lease: September 1, 2010
Description of Lands Committed: E/2SE/4 of Section 20, Township 26 South, Range 36 East, N.M.P.M., Lea County, NM
No. of Acres: 80.00

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest in Communitized Area
No. 1	80.00	50.00%
No. 2	80.00	50.00%
TOTAL	160.00	100.00%

13
ONLINE Version
March 11, 2017

State/State
State/Fee

7

6 NOV -9
2017



CERTIFICATION
I certify that the foregoing instrument containing 8 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date April 21, 2023
Commissioner of Public Lands

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

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000035186
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BY CARRIE SANDOVAL

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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1 of 11
11/19/2019 09:38 AM
BY ANGIE BEAUCHAMP

Determination – Approval – Certification

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

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering W2W2 of sec. 16 and W2W2 of sec. 21, T. 26 S., R. 36 E., NMPM, as to all producible hydrocarbons from the Wolfcamp formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

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

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

Approved:

NOV 13 2019



James Glover
Supervisory Geologist
Branch of Reservoir Management
Division of Minerals

Effective: May 10, 2019

Contract No: Com. Agr. NMNM140150

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
49769
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2 of 11
11/19/2019 09:38 AM
BY ANGIE BEAUCHAMP

RECEIVED

MAY 17 2019

BLM, NMSO
SANTA FE

Federal Communitization Agreement

Contract No. NMNM 140150

THIS AGREEMENT entered into as of the 10 day of May, 2019, 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 26 South, Range 36 East, NMPM, Lea County, New Mexico

W2W2 of Section 16
W2W2 of Section 21

Containing 320.00 acres, and this agreement shall include only the Wolfcamp formation underlying said lands and the crude oil and associated natural gas hereafter referred to as "communitized substances," producible from such formation.

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
49769
Book 2158 Page 803
3 of 11
11/19/2019 09:38 AM
BY ANGIE BEAUCHAMP

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 Ameredev Operating, LLC, 5707 Southwest Parkway, 1-275, Austin, Texas 78735. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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

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

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
49769
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BY ANGIE BEAUCHAMP

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 May 10, 2019, 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

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
49769
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BY ANGIE BEAUCHAMP

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.

Ameredeve Operating, LLC
Operator

5/15/2019
Date

By: _____
Parker Reese, President and CEO

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
49769
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6 of 11
11/19/2019 09:38 AM
BY ANGIE BEAUCHAMP

ACKNOWLEDGEMENT

STATE OF TEXAS

SS.

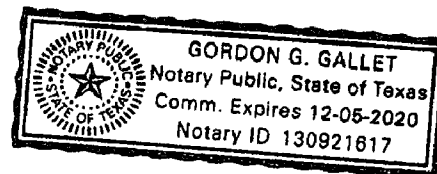
COUNTY OF TRAVIS

On this 10th day of May, 2019, before me, a Notary Public for the State of Texas, personally appeared Parker Reese, known to me to be the President and CEO of Ameredev Operating, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

12-5-2020
My Commission Expires


Notary Public



LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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BY ANGIE BEAUCHAMP

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

I, the undersigned, hereby certify, on behalf of Ameredev 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.

5/15/2019
Date

By: [Signature]
Title: President and CEO

ACKNOWLEDGEMENT

STATE OF TEXAS

ss.

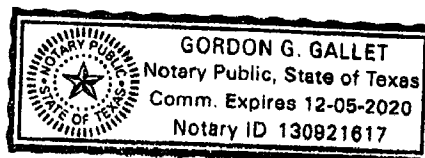
COUNTY OF TRAVIS

On this 10th day of May, 2019, before me, a Notary Public for the State of Texas, personally appeared Parker Reese, known to me to be the President and CEO of Ameredev Operating, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

12-5-2020
My Commission Expires

[Signature]
Notary Public

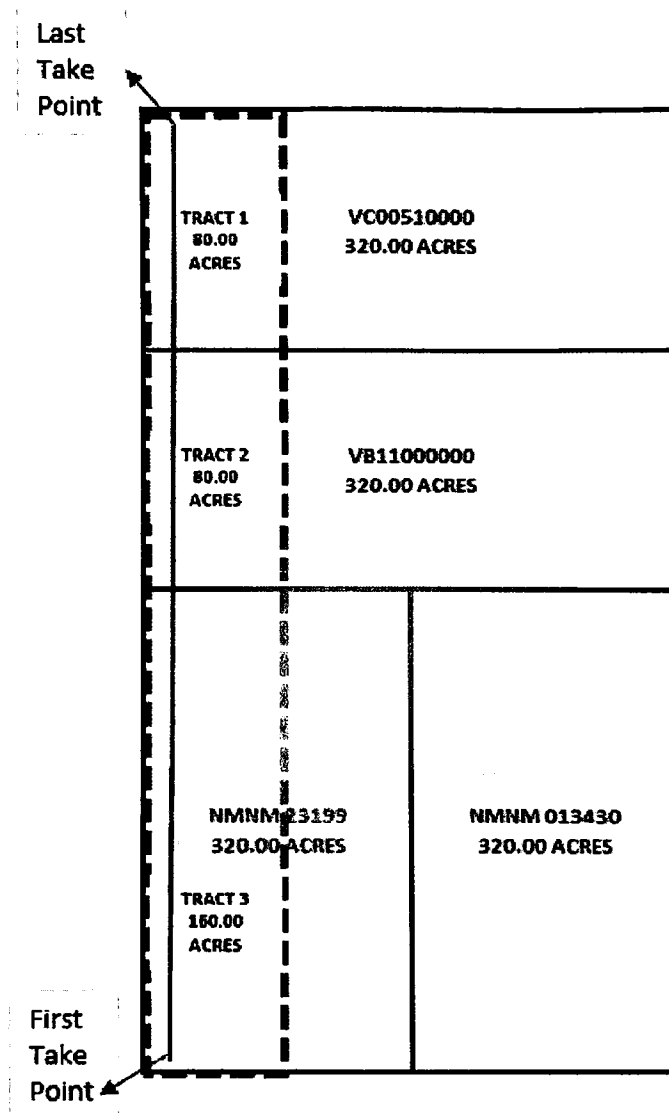


LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
49769
Book 2158 Page 803
8 of 11
11/19/2019 09:38 AM
BY ANGIE BEAUCHAMP

EXHIBIT "A"

Plat of communitized area covering 320.00 acres in the W2W2 of Section 16 and W2W2 of Section 21, Township 26 South, Range 36 East, NMPM, Lea County, New Mexico

Camellia Fed Com 26-36-21 121H



LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
49769
Book 2158 Page 803
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11/19/2019 09:38 AM
BY ANGIE BEAUCHAMP

EXHIBIT "B"

To Communitization Agreement Dated May 10, 2019 embracing the following described land in the W2W2 of Section 16 and W2W2 of Section 21, Township 26 South, Range 36 East, NMPM, Lea County, New Mexico.

Operator of Communitized Area: Ameredev Operating, LLC

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	VC00510000
Description of Land Committed:	Township 26 South, Range 36 East, NMPM Section 16: W2NW4
Number of Acres: 80.00 Acres	
Name of Working Interest Owners:	Ameredev New Mexico, LLC
Overriding Royalty Owners:	Emil Mosbacher Oil and Gas, LLC Heirs or devisees of Edward E. Van Petten Gary B. Laughlin Trust Heirs or devisees of H.L. Brown, Jr. XTO Holdings, LLC Hansen Oil Properties, L.P. Heirs or devisees of Weslet Chalfant Diane K. Rush States Royalty Limited Partnership Monty D. McLane Alan Jochimsen Constitution Resources, II, LP
Current Record Title Owner:	Ameredev New Mexico, LLC

LEA COUNTY, NM
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49769
Book 2158 Page 803
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11/19/2019 09:38 AM
BY ANGIE BEAUCHAMP

Tract No. 2

Lease Serial Number: VB11000000

Description of Land Committed: Township 26 South, Range 36 East,
NMPM
Section 16: W2SW4

Number of Acres: 80.00 Acres

Name of Working Interest Owners: Ameredev New Mexico, LLC

Overriding Royalty Owners: BTA Oil Producers, LLC
Constitution Resources, II, LP

Current Record Title Owner: Ameredev New Mexico, LLC

Tract No. 3

Lease Serial Number: NMNM 23199

Description of Land Committed: Township 26 South, Range 36 East,
NMPM
Section 21: W2W2

Number of Acres: 160.00 Acres

Name of Working Interest Owners: Ameredev New Mexico, LLC

Overriding Royalty Owners: Malaga Royalty, LLC
Constitution Resources, II, LP

Current Record Title Owner: Ameredev New Mexico, LLC

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
49769
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11 of 11
11/19/2019 09:38 AM
BY ANGIE BEAUCHAMP

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	25.0000%
2	80.00	25.0000%
3	160.00	50.0000%
Total	320.00	100.0000%

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

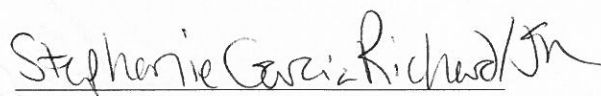
Ameredev Operating, LLC
Camellia Federal Com 26-36-21 #121H
Vertical Extent: Wolfcamp
Township: 26 South, Range: 36 East, NMPM
Section 16 : W2W2
Section 21: W2W2
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **May 10, 2019**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **29th Day of July, 2019**.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NM State Land Office
Oil, Gas, & Minerals Division

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

ONLINE Version
COMMUNITIZATION AGREEMENT

Contract No. _____

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

WITNESSETH:

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

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

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

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

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

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

Subdivisions W2W2,
Sect 16 & 21, T 26S, R 36E, NMPM LEA County NM
containing 320.00 acres, more or less, and this agreement shall include only the
WOLFCAMP Formation
underlying said lands and the oil and gas (hereinafter
referred to as "communitized substances") producible from such formation.

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

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is May 10 2019 Month 10 Day, 2019 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

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

Operator	<u>Ameredev Operating, LLC</u>	Lessees of Record	<u>Ameredev New Mexico, LLC</u>
By	<u>Parker Reese</u>		
	Print name of person		
	President and CEO		
	Type of authority		

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

Acknowledgment in an Individual Capacity

State of _____)
 County of _____)^{SS)}

2019 MAY 17 PM 12:51

This instrument was acknowledged before me on _____
 DATE

By _____
 Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in a Representative Capacity

State of Texas)
 County of Travis)^{SS)}

This instrument was acknowledged before me on May 15, 2019
 DATE

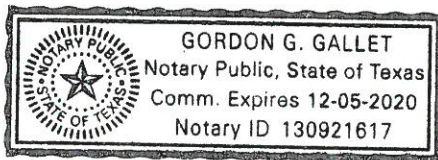
By Parker Reese
 Name(s) of Person(s)

as President and CEO of Ameredev Operating, LLC and Ameredev New Mexico, LLC

Type of authority, e.g., officer, trustee, etc

Name of party on behalf of whom instrument was executed

(Seal)



[Signature]
 Signature of Notarial Officer

My commission expires: 12-5-2020

EXHIBIT A

To Communitization Agreement dated May 10, 2019 2019 MAY 17 PM 12:51

Plat of communitized area covering the:

Subdivisions W2W2,
of Sect. 16&21, T 26S, R 36E, NMPM, Lea County, NM.

EXHIBIT B

To Communitization Agreement dated May 10, 2019, embracing the
Subdivisions W2W2
of Section 16&21, T 26S, R 36E, N.M.P.M., Lea County, NM

Operator of Communitized Area: Ameredev Operating, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1**

Lease Serial No.: VC00510000
Lease Date: APRIL 1, 2017
Lease Term: 5 YEARS
Lessor: STATE OF NEW MEXICO
Original Lessee: ADVANCE ENERGY PARTNERS, LLC
Present Lessee: AMEREDEV NEW MEXICO, LLC
Description of Land Committed: Subdivisions W2NW4,
Sect 16, Twp 26S, Rng 36E, NMPM, LEA County, NM
Number of Acres: 80.00
Royalty Rate: 1/5
Name and Percent ORRI Owners: CONSTITUTION RESOURCES II, LP - 5%
Name and Percent WI Owners: AMEREDEV NEW MEXICO, LLC - 100%

TRACT NO. 2

Lease Serial No.: VB11000000
Lease Date: JANUARY 1, 2007
Lease Term: 5 YEARS
Lessor: STATE OF NEW MEXICO
Original Lessee: BOLD ENERGY, L.P.
Present Lessee: AMEREDEV NEW MEXICO, LLC
Description of Land Committed: Subdivisions W2SW4,
Sect 16, Twp 26S, Rng 36E, NMPM, LEA County, NM
Number of Acres: 80.00
Royalty Rate: 3/16
Name and Percent ORRI Owners: CONSTITUTION RESOURCES II, LP - 3.75%
Name and Percent WI Owners: AMEREDEV NEW MEXICO, LLC - 100%

TRACT NO. 3

Lease Serial No.: NMNM 23199
Lease Date: JUNE 18, 1974
Lease Term: 10 YEARS
Lessor: BUREAU OF LAND MANAGEMENT
Original Lessee: V.J. WILSON C/O R. GENE BRASEL
Present Lessee: AMEREDEV NEW MEXICO, LLC
Description of Land Committed: Subdivisions W2W2
Sect 21, Twp 26S, Rng 36E, NMPM, LEA County, NM
Number of Acres: 160.00
Royalty Rate: 1/8
Name and Percent ORRI Owners: CONSTITUTION RESOURCES II, LP, ET AL - 8.75%
Name and Percent WI Owners: AMEREDEV NEW MEXICO, LLC - 100%

2019 MAY 17 PM 12:51

TRACT NO. 4

Lease Serial No.: _____
Lease Date: _____
Lease Term: _____
Lessor: _____
Original Lessee: _____
Present Lessee: _____
Description of Land Committed: Subdivisions _____,
Sect _____, Twp _____, Rng _____, NMPM, _____ County, NM
Number of Acres: _____
Royalty Rate: _____
Name and Percent ORRI Owners: _____
Name and Percent WI Owners: _____

2019 MAY 17 PM 12:51

RECAPITULATION

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	<u>80.00</u>	<u>25%</u>
Tract No.2	<u>80.00</u>	<u>25%</u>
Tract No.3	<u>160.00</u>	<u>50%</u>
Tract No.4	<u> </u>	<u> </u>

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10

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

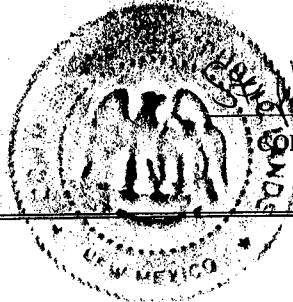
Ameredev Operating, LLC
 Camellia Federal Com 26-36-21 #121H
 Vertical Extent: Wolfcamp
Township: 26 South, Range: 36 East, NMPM
 Section 16 : W2W2
 Section 21: W2W2
 Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated May 10, 2019, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 29th Day of July, 2019.



Stephanie Garcia-Richard/JR
 COMMISSIONER OF PUBLIC LANDS
 of the State of New Mexico

LEA COUNTY, NM
 KEITH MANES, COUNTY CLERK
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 BY WAYNE COLE

NM State Land Office
Oil, Gas, & Minerals Division

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

ONLINE Version
COMMUNITIZATION AGREEMENT

Contract No. _____

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

WITNESSETH:

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

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

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

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

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:
Subdivisions W2W2
Sect 16 & 21, T 26S, R 36E, NMPM LEA County NM
containing 320.00 acres, more or less, and this agreement shall include only the
WOLFCAMP Formation
underlying said lands and the oil and gas (hereinafter
referred to as "communitized substances") producible from such formation.

ONLINE version February 2013	State/Fed/Fee	LEA COUNTY, NM KEITH MANES, COUNTY CLERK 000048055 Book 2157 Page 102 2 of 10 10/08/2019 02:20 PM BY WAYNE COLE	1
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2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each 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.

ONLINE version
February 2013

State/Fed/Fee

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000048055
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10/06/2019 02:20 PM
BY WAYNE COLE

2

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is May 10 2019 Month Day Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

ONLINE version
February 2013

State/Fed/Fee

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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BY WAYNE COLE

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12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases 51 under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

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

Operator Ameredev Operating, LLC Lessees of Record Ameredev New Mexico, LLC

By Parker Reun _____

Print name of person _____

President and CEO _____

Type of authority _____

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

Acknowledgment in an Individual Capacity

State of _____)
County of _____) ss)

2019 MAY 17 PM 12:51

This instrument was acknowledged before me on _____
DATE

By _____
Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in a Representative Capacity

State of Texas)
County of Travis) ss)

This instrument was acknowledged before me on May 15, 2019
DATE

By Parker Reese

Name(s) of Person(s)
as President and CEO of Ameredev Operating, LLC and Ameredev New Mexico, LLC

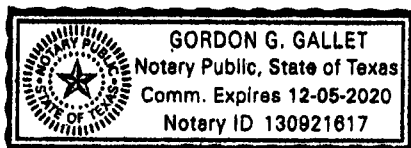
Type of authority, e.g., officer, trustee, etc

Name of party on behalf of whom instrument was executed

Gordon G. Gallet
Signature of Notarial Officer

My commission expires: 12-5-2020

(Seal)



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BY WAYNE COLE

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EXHIBIT A

To Communitization Agreement dated May 10, 2019 2019 MAY 17 PM 12: 51

Plat of communitized area covering the:

Subdivisions W2W2

of Sect. 16&21, T 26S, R 36E, NMPM, Lea County, NM.

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February 2013

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EXHIBIT B

To Communitization Agreement dated May 10, 2019, embracing the

Subdivisions W2W2

of Section 16&21, T 26S, R 36E, N.M.P.M., Lea County, NM

2019 MAY 17 PM 2:51

Operator of Communitized Area: Ameredev Operating, LLC

DESCRIPTION OF LEASES COMMITTED

TRACT NO. 1

Lease Serial No.: VC00510000

Lease Date: APRIL 1, 2017

Lease Term: 5 YEARS

Lessor: STATE OF NEW MEXICO

Original Lessee: ADVANCE ENERGY PARTNERS, LLC

Present Lessee: AMEREDEV NEW MEXICO, LLC

Description of Land Committed: Subdivisions W2NW4

Sect 16, Twp 26S, Rng 36E, NMPM, LEA County, NM

Number of Acres: 80.00

Royalty Rate: 1/5

Name and Percent ORRI Owners: CONSTITUTION RESOURCES II, LP - 5%

Name and Percent WI Owners: AMEREDEV NEW MEXICO, LLC - 100%

TRACT NO. 2

Lease Serial No.: VB11000000

Lease Date: JANUARY 1, 2007

Lease Term: 5 YEARS

Lessor: STATE OF NEW MEXICO

Original Lessee: BOLD ENERGY, L.P.

Present Lessee: AMEREDEV NEW MEXICO, LLC

Description of Land Committed: Subdivisions W2SW4

Sect 16, Twp 26S, Rng 36E, NMPM, LEA County, NM

Number of Acres: 80.00

Royalty Rate: 3/16

Name and Percent ORRI Owners: CONSTITUTION RESOURCES II, LP - 3.75%

Name and Percent WI Owners: AMEREDEV NEW MEXICO, LLC - 100%

TRACT NO. 3

Lease Serial No.: NMNM 23199

Lease Date: JUNE 18, 1974

Lease Term: 10 YEARS

Lessor: BUREAU OF LAND MANAGEMENT

Original Lessee: V.J. WILSON C/O R. GENE BRASEL

Present Lessee: AMEREDEV NEW MEXICO, LLC

Description of Land Committed: Subdivisions W2W2

Sect 21, Twp 26S, Rng 36E, NMPM, LEA County, NM

Number of Acres: 160.00

Royalty Rate: 1/8

Name and Percent ORRI Owners: CONSTITUTION RESOURCES II, LP, ET AL - 8.75%

Name and Percent WI Owners: AMEREDEV NEW MEXICO, LLC - 100%

2019 MAY 17 PM 12:51

TRACT NO. 4

Lease Serial No.:

Lease Date:

Lease Term:

Lessor:

Original Lessee:

Present Lessee:

Description of Land Committed: Subdivisions

Sect , Twp , Rng , NMPM, County, NM

Number of Acres:

Royalty Rate:

Name and Percent ORRI Owners:

Name and Percent WI Owners:

ONLINE version
February 2013

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BY WAYNE COLE

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2019 MAY 17 PM 12:51

RECAPITULATION

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	80.00	25%
Tract No.2	80.00	25%
Tract No.3	160.00	50%
Tract No.4		

ONLINE version
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BY WAYNE COLE

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Ameredev Operating, LLC
Magnolia 26-36-22 State Com #125H
Vertical Extent: Wolfcamp
Township: 26 South, Range: 36 East, NMPM
Section 15 : W2E2, E2W2
Section 22: W2E2, E2W2
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **March 1, 2019**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **24th Day of April, 2019**.



Stephanie Garza Richard
COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000043803
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BY CRESLEY SPEARS

NM State Land Office
Oil, Gas, & Minerals Division

STATE/STATE OR
STATE/FEE
Revised March 2017

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL MEN BY THESE PRESENTS: Well Name: Magnolia 26 36 22 State Com #125H

STATE OF NEW MEXICO)
SS) API #: 30 - 25 - 44810

COUNTY OF Lea)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of March 1, 20 19, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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 leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Wolfcamp formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000043803
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BY CRESLEY SPEARS

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 undersigned as follows: 000043803 07/03/2019 02:42 PM

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

Subdivisions **W2E2, E2W2**
Of Sect(s) **15 and 22** Twnshp **26S** Rng **36E** NMPM **Lea** County, NM
containing **640.0** acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and/or depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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BY CRESLEY SPEARS

4. Ameredev Operating, LLC shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Ameredev Operating, LLC 11:51

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be

terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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BY CRESLEY SPEARS

OPERATOR: **Ameredev Operating, LLC**

2019/11/15 11:03:51

BY: Parker Reese, President and CEO
Name and Title of Authorized Agent

Name and Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in an Individual Capacity

State of)
County of)
SS)

This instrument was acknowledged before me on _____ Date _____

By _____
Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

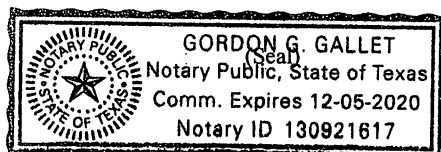
Acknowledgment in an Representative Capacity

State of **Texas**)
)
) SS)
County of **Travis**)

This instrument was acknowledged before me on March 7, 2019 Date

By **Parker Reese, President and CEO**
Name(s) of Person(s)

Name(s) of Person(s)



Robert A. Kohn

Signature of Notarial Officer

My commission expires: 12-5-2020

ONLINE version
March, 2017

State/State
State/Fee

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LEA COUNTY, NM
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BY CRESLEY SPEARS

LEASE #: **VB26460000**

LESSEE OF RECORD: **Ameredev New Mexico, LLC**

BY: ~~Parker Reese~~, President and CEO

Name & Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in an Individual Capacity

State of)
County of)
SS)

This instrument was acknowledged before me on

Date _____

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

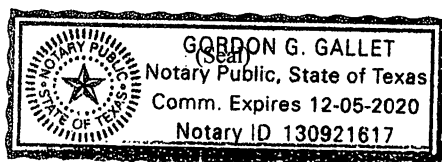
Acknowledgment in an Representative Capacity

State of **Texas**)
)
) SS)
County of **Travis**)

This instrument was acknowledged before me on March 7, 2019 Date

By **Parker Reese, President and CEO**

Name(s) of Person(s)



Arden H. Hays

Signature of Notarial Officer

My commission expires: 12-5-2020

ONLINE version
March, 2017

State/State
State/Fee

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LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000043003
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BY CRESLEY SPEARS

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated **March 1, 2019** 11:05 AM
by and between **Ameredev Operating, LLC** company and **Ameredev New Mexico, LLC**,

the Subdivisions **W2E2, E2W2**,
Sect **15 and 22**, Twnshp **26S**, Rnge **36E**, NMPM **Lea** County, NM

Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if applicable)

OPERATOR of Communitized Area: **Ameredev Operating, LLC**

DESCRIPTION OF LEASES COMMITTED:

TRACT NO. 1

Lessor: **State of New Mexico**

Lessee of Record: **Ameredev New Mexico, LLC**

Serial No. of Lease: **B-228** Date of Lease: **September 10, 1931**

Description of Lands Committed:

Subdivisions: **W2E2, E2W2**
Sect **15** Twnshp **26S** Rng **36E** NMPM **Lea** County NM
No. of Acres: **320.0**

TRACT NO. 2

Lessor: **State of New Mexico**

Lessee of Record: **Ameredev New Mexico, LLC**

Serial No. of Lease: **VB26460000** Date of Lease: **February 1, 2016**

Description of Lands Committed:

Subdivisions: **W2NE4, E2NW4**
Sect **22** Twnshp **26S** Rng **36E** NMPM **Lea** County NM
No. of Acres: **160.00**

ONLINE version State/State
March, 2017 State/Fee

LEA COUNTY, NM
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BY CRESLEY SPEARS

TRACT NO. 3

Lessor: **State of New Mexico**

20191211 10:00:51

Lessee of Record: **Ameredev New Mexico, LLC**

Serial No. of Lease: **VB24060000** Date of Lease: **July 1, 2014**

Description of Lands Committed:

Subdivisions: **W2SE4**

Sect **22** Twnshp **26S** Rng **36E** NMPM **Lea** County NM

No. of Acres: **80.00**

TRACT NO. 4

Lessor: **State of New Mexico**

Lessee of Record: **Ameredev New Mexico, LLC**

Serial No. of Lease: **VB26180000** Date of Lease: **December 1, 2015**

Description of Lands Committed:

Subdivisions: **E2SW4**

Sect **22** Twnshp **26S** Rng **36E** NMPM **Lea** County NM

No. of Acres: **80.00**

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest in Communitized Area
No. 1	320.0	50%
No. 2	160.0	25%
No. 3	80.0	12.5%
No. 4	80.0	12.5%
TOTAL	640.0	100%

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000030456
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09/18/2018 11:12 AM
BY CRESLEY SPEARS

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Ameredev Operating, LLC
Azalea State 26-36-28 Well #111H
Vertical Extent: Wolfcamp
Township: 26 South, Range: 36 East, NMPM
Section 28 : W2W2
Section 33: W2NW4
Lea County, New Mexico

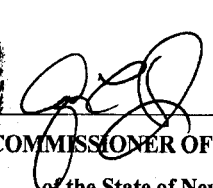
There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **March 1, 2018**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed with seal affixed, this 13th Day of March, 2018.




COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000030456
Book 2139 Page 553
2 of 9
09/18/2018 11:12 AM
BY CRESLEY SPEARS

NM State Land Office
Oil, Gas, & Minerals Division

STATE/STATE OR
STATE/FEE
Revised March 2017

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL MEN BY THESE PRESENTS: Well Name: AZALEA STATE 26-36-28 111H

STATE OF NEW MEXICO)
SS)

API #: 30 - 25 - 44104

COUNTY OF LEA)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of MARCH 1, 20 18, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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 leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the WOLFCAMP formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE version
March, 2017

State/State
State/Fee

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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BY CRESLEY SPEARS

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 undersigned as follows:

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

Subdivisions **W2W2**
Of Sect(s) **28,33** Twnshp **26S** Rng **36E** NMPM **LEA** County, NM

containing **233.7** acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and/or depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

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BY CRESLEY SPEARS

terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

ONLINE version
March, 2017

State/State
State/Fee

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LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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BY CRESLEY SPEARS

OPERATOR: AMEREDEV OPERATING, LLC

BY: PARKER REESE, PRESIDENT AND CEO
Name and Title of Authorized Agent

[Signature]
Signature of Authorized Agent

Acknowledgment in an Individual Capacity

State of _____)
County of _____)

This instrument was acknowledged before me on _____ Date
By _____
Name(s) of Person(s)

(Seal)

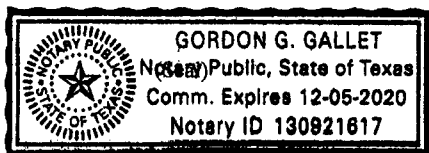
Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of **TEXAS**)
County of **TRAVIS**)

This instrument was acknowledged before me on _____ Date
By **PARKER REESE, PRESIDENT AND CEO**
Name(s) of Person(s)



[Signature]
Signature of Notarial Officer

My commission expires: 12-5-2020

2018 FEB 26 AM 9:39

ONLINE version
March, 2017

State/State
State/Fee

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LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000030456
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09/18/2018 11:12 AM
BY CRESLEY SPEARS

LEASE #: VB2316 AND VC03335

LESSEE OF RECORD: **AMEREDEV NEW MEXICO, LLC**

BY: ~~PARKER REESE~~, PRESIDENT AND CEO

Name & Title of Authorized Agent

Signature of Authorized Agent

Acknowledgment in an Individual Capacity

State of)
County of)
SS)

This instrument was acknowledged before me on

Date _____

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

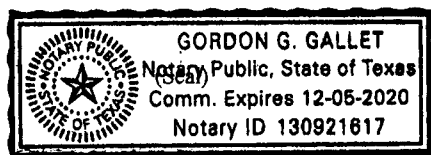
State of **TEXAS**)
)
) SS)
County of **TRAVIS**)

This instrument was acknowledged before me on

Date _____

By **PARKER REESE, PRESIDENT AND CEO**

Name(s) of Person(s)



Signature of Notarial Officer

My commission expires: 12-5-2020

ONLINE version
March, 2017

State/State
State/Fee

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Released to Imaging: 9/5/2025 9:30:30 AM

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LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000030456
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BY CRESLEY SPEARS

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated **MARCH 1, 2018**
by and between **AMEREDEV OPERATING, LLC** company and **AMEREDEV NEW MEXICO, LLC**,

the Subdivisions **W2W2**,
Sect **28,33**, Twnshp **26S**, Rnge **36E**, NMPM **LEA** County, NM

Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if applicable)

OPERATOR of Communitized Area: **AMEREDEV OPERATING, LLC**

DESCRIPTION OF LEASES COMMITTED:

TRACT NO. 1

Lessor: **STATE OF NEW MEXICO**

Lessee of Record: **AMEREDEV NEW MEXICO, LLC**

Serial No. of Lease: **VB231600000** Date of Lease: **OCTOBER 1, 2013**

Description of Lands Committed:

Subdivisions: **W2W2**
Sect **28** Twnshp **26S** Rng **36E** NMPM **LEA** County NM
No. of Acres: **160.0**

TRACT NO. 2

Lessor: **STATE OF NEW MEXICO**

Lessee of Record:

Serial No. of Lease: **VC03350000** Date of Lease: **2/18/2018**

Description of Lands Committed:

Subdivisions: **W2W2**
Sect **33** Twnshp **26S** Rng **36E** NMPM **LEA** County NM
No. of Acres: **73.75**

2018 FEB 26 AM 9:39

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000030456
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BY CRESLEY SPEARS

TRACT NO. 3

Lessor:

Lessee of Record:

Serial No. of Lease:

Date of Lease:

Description of Lands Committed:

Subdivisions:

Sect	Twnshp	Rng	NMPM	County NM
------	--------	-----	------	-----------

No. of Acres:

TRACT NO. 4

Lessor:

Lessee of Record:

Serial No. of Lease:

Date of Lease:

Description of Lands Committed:

Subdivisions:

Sect	Twnshp	Rng	NMPM	County NM
------	--------	-----	------	-----------

No. of Acres:

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest in Communitized Area
No. 1	160.0	68.45%
No. 2	73.75	31.55%
No. 3		
No. 4		
TOTAL	233.7	100.00%

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ONLINE version
March, 2017

State/State
State/Fee

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**New Mexico State Land Office
Oil, Gas, & Minerals Division****STATE/STATE OR
STATE/FEE**

Revised August 2024

COMMUNITIZATION AGREEMENT

ONLINE Version

API #: 30-0 025

- 52108

THIS COMMUNITIZATION AGREEMENT ("Agreement") [which is NOT to be used for carbon dioxide or helium] is entered into and made effective this 1st [day] of August [month], 2024, by and between the parties signing below ("Parties"):

WHEREAS, the Commissioner of Public Lands of the State of New Mexico ("Commissioner") is authorized by the Legislature, as set forth in Section 19-10-53, NMSA 1978, in the interest of development of oil and gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil and gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department ("OCD") where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner to be fair and equitable.

WHEREAS, the Parties own working, royalty, or other leasehold or other interests or operating rights under the oil and gas leases and lands subject to this Agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules and regulations, which leases, along with the well(s) on each lease to be encompassed by this Agreement, are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Bone Spring formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well-spacing program established for such formation in and under said lands; and

WHEREAS, the Parties hereto desire to communitize and pool their respective interests in said leases subject to this Agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

NOW THEREFORE, in consideration of the premises and the mutual advantages to the Parties, it is mutually covenanted and agreed by and between the undersigned as follows:

1. The lands described in Exhibit A (or B) covered by this Agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions: E2W2 of Section 28, Lot 3 & NE4NW4 of Section 33

Of Sect(s): 28 & 33 Twp: 2 6 S Rng: 3 6 E NMPM Lea County, NM

Containing 233.74 acres, more or less. It is the judgment of the Parties that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the OCD, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the Parties do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this Agreement for all purposes, is Exhibit A showing the acreage, depths communitized, and ownership (lessees of record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the Parties that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals or performance of other lease obligations under the terms of said leases shall not be affected by this Agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this Agreement shall remain in full force and effect as originally issued and amended.

4. **Matador Production Company** shall be the operator of the said communitized area (“Operator”) and all matters of operation shall be determined and performed by **Matador Production Company**. If more than one Operator operates wells subject to this Agreement, the Commissioner reserves the right to require one or more or all operators who added infill wells to this Agreement to obtain a new agreement.

5. The Commissioner hereafter is entitled to the right to take in kind the Commissioner’s share for the communitized substances allocated to such tract, and the Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the Parties to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the Parties shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit “A” hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws.

9. This Agreement shall be effective as of the date hereinabove written upon execution by the Parties, notwithstanding the date of execution, and upon approval by the Commissioner, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all applicable State laws, rules, and regulations; provided, that this Agreement shall not expire if there is a well producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: **(a)** a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this Agreement so as to prevent the expiration of such lease; or **(b)** each of the State of New Mexico oil and gas leases covering lands subject to this Agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well located within the physical boundaries of that specific lease assignment. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner with respect to any dry hole or abandoned well drilled

upon the communitized area, this Agreement may be terminated at any time by mutual agreement of the Parties.

10. Notwithstanding any other provision herein, if there is a cessation of production of communitized substances for more than sixty (60) days beginning one year after the date of execution, this Agreement shall automatically terminate, along with the ability to produce communitized substances, unless notice of reworking or drilling operations on the communitized area is made within 60 days of cessation of production of communitized substances and are thereafter conducted with reasonable diligence or the Commissioner of Public Lands otherwise grants an exception to continued drilling operations, including for the compliance of other state rules, laws, or policies. All such notices provided pursuant to this Paragraph shall be in writing and must be approved by the Commissioner. As to State Trust Lands, written notice of intention to commence any operations hereunder shall be filed with the Commissioner within thirty(30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this Agreement. All requests to the Commissioner to grant an exception or exceptions for the compliance of other state rules, laws, or policies must be made in writing within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to this Agreement or any lease from the State of New Mexico included in this Agreement

11. Operator shall furnish the Commissioner and the OCD, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

12. It is agreed between the Parties that the Commissioner, or the Commissioner's duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State Land Office and the OCD.

13. If any order of the OCD upon which this Agreement is predicated or based is in anyway changed or modified, then in such event said Agreement is likewise modified to conform thereto.

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 instruments, 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. 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.

16. In the event that Operator is aggrieved by a decision of the Commissioner with respect to any action by the Commissioner arising under this Agreement, Operator may within thirty (30) days after the date of such action file an administrative contest pursuant to 19-7-64 NMSA (1978) and 19.2.15 NMAC. Operator shall initiate no court action against the Commissioner or New Mexico State Land Office regarding this Agreement except to appeal a final decision of the Commissioner rendered pursuant to such a contest proceeding, and as provided by 19-7-64 NMSA (1978). **The Parties agree that any venue for any appeal or other action shall be in Santa Fe, New Mexico.**

17. Operator shall notify the Commissioner in writing within ten (10) days of (i) Operator's receipt of any compliance order, enforcement order, notice of violation, warning letter, or other written notice of final or contemplated enforcement action taken by any federal, state, or local governmental entity arising out of or concerning any of Operator's operations on New Mexico state trust land; (ii) Operator's receipt of any order, judgment, or decree (on consent or otherwise) entered by any federal or state court against Operator arising out of or concerning any of Operator's operations on New Mexico state trust land; or (iii) Operator's receipt of any written notice of claim, written pre-suit notice, or lawsuit arising out of or concerning any of Operator's operations on New Mexico state trust land. Upon the Commissioner's request, Operator shall promptly provide the Commissioner with a copy of any such order, judgment, decree, notice, letter, or lawsuit.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Operator: **Matador Production Company**

By: Kyle Perkins – Senior Vice President & Assistant General Counsel
Name & Title of Authorized Agent


Signature of Authorized Agent


cw ped

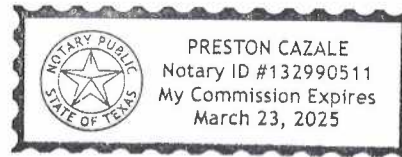
Acknowledgment in a Representative Capacity

STATE OF TEXAS) §

COUNTY OF DALLAS) §

This instrument was acknowledged before me on October 29th, 2024, by Kyle Perkins, as Senior Vice President & Assistant General Counsel for Matador Production Company, a Texas corporation, on behalf of said corporation.


Signature of Notarial Officer
My commission expires 3/23/2025



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

Ameredev New Mexico, LLC

By: Bryan A. Erman – Executive Vice President and General Counsel and Head of M&A of MRC Toro, LLC, Sole Member of Ameredev Stateline II, LLC, Sole Member of Ameredev Holding II, LLC, Sole Member of Ameredev New Mexico, LLC

Name & Title of Authorized Agent


Signature of Authorized Agent


lw ped

Acknowledgment in a Representative Capacity

STATE OF TEXAS) §

COUNTY OF DALLAS) §

This instrument was acknowledged before me on October 29th, 2024, by Bryan A. Erman, as Executive Vice President and General Counsel and Head of M&A of MRC Toro, LLC, Sole Member of Ameredev Stateline II, LLC, Sole Member of Ameredev Holding II, LLC, Sole Member of Ameredev New Mexico, LLC, a limited liability company, on behalf of said limited liability company.


Signature of Notarial Officer
My commission expires 3/23/2025

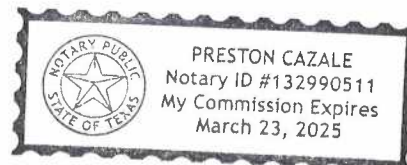


EXHIBIT "A"

Plat of communitized area covering 233.74 acres in the E2W2 of Section 28, Lot 3 & NE4NW4 of
Section 33, Township 26 South, Range 36 East, Lea County, New Mexico.

Azalea State Com #072H

	Tract 1 VB-2316-0001 160.00 acres	Section 28-26S-36E
	Tract 2 VC-0335-0000 73.74 acres	Section 33-26S-36E

EXHIBIT “B”

Attached to and made a part of that certain Communitization Agreement dated **August 1, 2024**, embracing the following described land in the **E2W2 of Section 28, Lot 3 & NE4NW4 of Section 33, Township 26 South, Range 36 East, Lea County, New Mexico.**

Operator of Communitized Area: **Matador Production Company**

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: VB-2316-0001

Description of Land Committed: Township 26 South, Range 36 East,
Section 28: E2W2

Number of Acres: 160.00 acres

Current Lessee of Record: Ameredev New Mexico, LLC

Name and Percent of Working Interest Owners: Ameredev New Mexico, LLC

Tract No. 2

Lease Serial Number: VC-0335-0000

Description of Land Committed: Township 26 South, Range 36 East,
Section 33: Lot 3, NE4NW4

Number of Acres: 73.74 acres

Current Lessee of Record: Ameredev New Mexico, LLC

Name and Percent of Working Interest Owners: Ameredev New Mexico, LLC

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	68.45%
2	73.74	31.55%
Total	233.74	100.00%



COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Sarah McElwrath
Ameredev II, LLC
2901 Via Fortuna, Suite 600
Austin, TX 78746

June 14th, 2022

Re: Consolidation Agreement Approval
Azalea 26 36 28 State Com #104H
Vertical Extent: Wolfcamp
Township: 26 South, Range 36 East, NMPM
Section 28: E2W2, W2E2
Section 33: Lots 2-3, NE4NW4, NW4NE4

Lea County, New Mexico

Dear Ms. McElwrath,

The Commissioner of Public Lands has this date approved the Azalea 26 36 28 State Com #104H Consolidation Agreement for the Wolfcamp formation effective 06-01-2022. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for One Year, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

Approval of this agreement does not warrant or certify that the operator and/or other working interest owners hold legal or equitable title to the leases which are committed hereto, nor does the Commissioner's approval constitute adjudication of any federal or private interests, or warrant or certify that the information supplied by the operator regarding federal or private interests is accurate.

If we may be of further service, please contact Baylen Lamkin at (505) 827-6628.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephanie Garcia Richard", is written over a horizontal line.

Stephanie Garcia Richard
Commissioner of Public Lands

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Ameredev Operating, LLC
Azalea 26 36 28 State Com #104H
Wolfcamp

Township: 26 South, Range: 36 East, NMPM

Section 28: E2W2, W2E2

Section 33: Lots 2-3, NW4NE4, NE4NW4


Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Consolidation Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 1, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 14th day of June, 2022.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

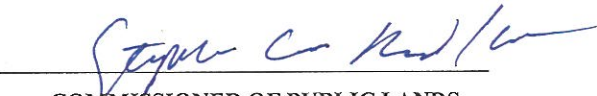
Ameredev Operating, LLC
Azalea 26 36 28 State Com #104H
Wolfcamp
Township: 26 South, Range: 36 East, NMPM
Section 28: E2W2, W2E2
Section 33: Lots 2-3, NW4NE4, NE4NW4
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Consolidation Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 1, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 14th day of June, 2022.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Ameredev Operating, LLC
Azalea 26 36 28 State Com #104H
Wolfcamp
Township: 26 South, Range: 36 East, NMPM
Section 28: E2W2, W2E2
Section 33: Lots 2-3, NW4NE4, NE4NW4

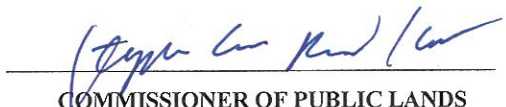
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Consolidation Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 1, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 14th day of June, 2022.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

New Mexico State Land Office
Oil, Gas, and Minerals Division
 ONLINE VERSION
CONSOLIDATION OF STATE OIL AND GAS LEASES

Revised August 2021

___AMEREDEV NEW MEXICO, LLC___, Lessee, record title owner of State Oil and Gas Leases numbered ___VC01680000, VC03350000 & VB23160001___, requests approval of lease consolidation affecting: Subdivisions ___W2E2 and E2W2___
 Sect ___28 & 33___, T ___26S___, R ___36E___, NMPM ___Lea___ County NM to establish a ___467.46___ acre proration/spacing unit in the ___WOLFCAMP___ formation, for API 30-025-49931, 30-025-49932 and 30-025-49590.

Lessee submits a plat, Exhibit A, showing the subject area, leases involved and the requested consolidation. This plat also delineates the proration unit and locates and designates the completed well and consolidated horizon. All such State leases herein Consolidated are required to remain in good standing and compliant with all State laws, rules & regulations.

Lessee states that the State of New Mexico, for the assigned beneficiaries, owns the royalty interest under these leases and agrees that the state, at its own election, is entitled to delivery in-kind of its share of all communitized substances produced from the leased area.

Approval is requested pursuant to authority granted by applicable statutes. Approval will promote conservation and is in the best interest of the State.

This consolidation, if approved by the Commissioner of Public Lands, shall be effective ___JUNE 1, 2022___ (date), and shall continue in effect for 365 days and as long thereafter as communitized substances are produced from the consolidated area in paying quantities, and so long as all leases remain in good standing with all State laws, rules & regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the consolidated area, if such well is shut-in due to the inability of the operator to obtain a pipeline connection or to market the gas therefrom, and if either:

(a) a shut-in royalty has been timely and properly paid pursuant to the provision of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or

(b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or is in its primary or secondary term (if a ten-year lease), or is held by production from another well.

Provided further, however, that prior to production in paying quantities from the consolidated area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the consolidated area, this Consolidation may be terminated at any time by the Lessee. This consolidation shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the consolidated area are commenced and are thereafter conducted and prosecuted with reasonable diligence. Intention to commence

ONLINE

version

Consolidation of leases

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August 2021

such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

Requesting approval of consolidation of NM state oil and gas leases

Noah Bramble For Amercedex New Mexico, LLC
 Print person's name Corporation

Noah Bramble
 Signature

Acknowledgment in an Individual Capacity:

State of _____)

ss)

County of _____)

This instrument was acknowledged before me on _____ Date by _____

 Name(s) of Person(s)

(Notary Seal)

 Signature of Notarial Officer

My commission expires: _____

Acknowledgment in a Representative Capacity:

State of TEXAS _____)

ss)

County of TRAVIS _____)

This instrument was acknowledged before me on 6/1/2022 Date

by Noah Bramble
 Name(s) of Person(s)

as VPO of Land of Amercedex New Mexico, LLC
 Type of authority, e.g., officer, trustee, etc. Name of party on behalf of whom this instrument was executed



Sarah Yelverton McElwrath
 Signature of Notarial Officer (Notary Seal)

My commission expires: 8/23/2025

ONLINE

version

August 2021

Consolidation of leases

2



COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Sarah McElwrath
Ameredev II, LLC
2901 Via Fortuna, Suite 600
Austin, TX 78746

June 14th, 2022

Re: Consolidation Agreement Approval
Azalea 26 36 28 State Com #127H
Vertical Extent: Wolfcamp
Township: 26 South, Range 36 East, NMPM
Section 28: E2E2
Section 33: Lot 1, NE4NE4

Lea County, New Mexico

Dear Ms. McElwrath,

The Commissioner of Public Lands has this date approved the Azalea 26 36 28 State Com #127H Consolidation Agreement for the Wolfcamp formation effective 06-01-2022. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for One Year, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

Approval of this agreement does not warrant or certify that the operator and/or other working interest owners hold legal or equitable title to the leases which are committed hereto, nor does the Commissioner's approval constitute adjudication of any federal or private interests, or warrant or certify that the information supplied by the operator regarding federal or private interests is accurate.

If we may be of further service, please contact Baylen Lamkin at (505) 827-6628.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephanie Garcia Richard".

Stephanie Garcia Richard
Commissioner of Public Lands

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Ameredev Operating, LLC
Azalea 26 36 28 State Com #127H
Wolfcamp

Township: 26 South, Range: 36 East, NMPM

Section 28: E2E2

Section 33: Lot 1, NE4NE4

Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Consolidation Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 1, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 14th day of June, 2022.


COMMISSIONER OF PUBLIC LANDS

of the State of New Mexico

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Ameredev Operating, LLC
Azalea 26 36 28 State Com #127H
Wolfcamp
Township: 26 South, Range: 36 East, NMPM
Section 28: E2E2
Section 33: Lot 1, NE4NE4

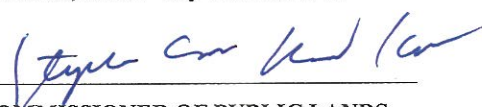
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Consolidation Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 1, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 14th day of June, 2022.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

Ameredev Operating, LLC
Azalea 26 36 28 State Com #127H
Wolfcamp
Township: 26 South, Range: 36 East, NMPM
Section 28: E2E2
Section 33: Lot 1, NE4NE4

Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Consolidation Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 1, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 14th day of June, 2022.


COMMISSIONER OF PUBLIC LANDS

of the State of New Mexico

New Mexico State Land Office
Oil, Gas, and Minerals Division
 ONLINE VERSION
CONSOLIDATION OF STATE OIL AND GAS LEASES

Revised August 2021

___AMEREDEV NEW MEXICO, LLC___, Lessee, record title owner of State Oil and Gas Leases numbered ___VC01680000 and VC03350000___, requests approval of lease consolidation affecting:

Subdivisions ___E2E2___ Sect ___28 & 33___, T ___26S___, R ___36E___, NMPM ___Lea___ County NM to establish a ___233.71___ acre proration/spacing unit in the ___WOLFCAMP___ formation, for API 30-025-49933.

Lessee submits a plat, Exhibit A, showing the subject area, leases involved and the requested consolidation. This plat also delineates the proration unit and locates and designates the completed well and consolidated horizon. All such State leases herein Consolidated are required to remain in good standing and compliant with all State laws, rules & regulations.

Lessee states that the State of New Mexico, for the assigned beneficiaries, owns the royalty interest under these leases and agrees that the state, at its own election, is entitled to delivery in-kind of its share of all communitized substances produced from the leased area.

Approval is requested pursuant to authority granted by applicable statutes. Approval will promote conservation and is in the best interest of the State.

This consolidation, if approved by the Commissioner of Public Lands, shall be effective ___JUNE 1, 2022___ (date), and shall continue in effect for 365 days and as long thereafter as communitized substances are produced from the consolidated area in paying quantities, and so long as all leases remain in good standing with all State laws, rules & regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the consolidated area, if such well is shut-in due to the inability of the operator to obtain a pipeline connection or to market the gas therefrom, and if either:

(a) a shut-in royalty has been timely and properly paid pursuant to the provision of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or

(b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or is in its primary or secondary term (if a ten-year lease), or is held by production from another well.

Provided further, however, that prior to production in paying quantities from the consolidated area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the consolidated area, this Consolidation may be terminated at any time by the Lessee. This consolidation shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the consolidated area are commenced and are thereafter conducted and prosecuted with reasonable diligence. Intention to commence

ONLINE

version

Consolidation of leases

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August 2021

such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

Requesting approval of consolidation of NM state oil and gas leases

Noah Bramble For Amereder New Mexico, LLC
 Print person's name Corporation

Noah Bramble
 Signature

Acknowledgment in an Individual Capacity:

State of _____)

ss)

County of _____)

This instrument was acknowledged before me on _____ Date by

 Name(s) of Person(s)

(Notary Seal)

 Signature of Notarial Officer

My commission expires: _____

Acknowledgment in a Representative Capacity:

State of TEXAS _____)

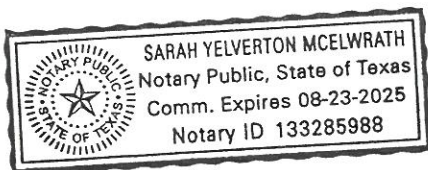
ss)

County of TRAVIS _____)

This instrument was acknowledged before me on 6/1/2022 Date

by Noah Bramble
 Name(s) of Person(s)

as VP of Land of Amereder New Mexico, LLC
 Type of authority, e.g., officer, trustee, etc. Name of party on behalf of whom this instrument was executed



[Signature]
 Signature of Notarial Officer (Notary Seal)

My commission expires: 8/23/2025

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version

August 2021

Consolidation of leases

2



COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Sarah McElwrath
Ameredev II, LLC
2901 Via Fortuna, Suite 600
Austin, TX 78746

January 7th, 2022

Re: Communitization Agreement Approval
S Big Oak Tree 26 36 31 Federal Com #128H
Vertical Extent: Wolfcamp
Township: 26 South, Range 36 East, NMPM
Section 29: W2W2
Section 30: E2E2
Section 31: Lot 5, NE4NE4
Section 32: Lot 4, NW4NW4

Lea County, New Mexico

Dear Ms. McElwrath,

The Commissioner of Public Lands has this date approved the S Big Oak Tree 26 36 31 Federal Com #128H Communitization Agreement for the Wolfcamp formation effective 8-24-2021. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for Two Years, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

Approval of this agreement does not warrant or certify that the operator and/or other working interest owners hold legal or equitable title to the leases which are committed hereto, nor does the Commissioner's approval constitute adjudication of any federal or private interests, or warrant or certify that the information supplied by the operator regarding federal or private interests is accurate.

If we may be of further service, please contact Baylen Lamkin at (505) 827-6628.

Sincerely,

A handwritten signature in blue ink that reads "Stephanie Garcia Richard KS".

Stephanie Garcia Richard
Commissioner of Public Lands

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Ameredev Operating, LLC
S Big Oak Tree 26 36 61 Federal Com #128H
Wolfcamp
Township: 26 South, Range: 36 East, NMPM
Section 29: W2W2
Section 30: E2E2
Section 31: Lot 5, NE4NE4
Section 32: Lot 4, NW4NW4

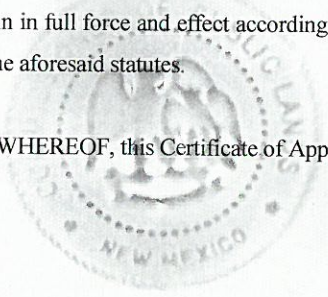
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **August 24, 2021**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 7th day of January, 2022.


Stephanne Garcia Richards /s/
COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000018048
Book 2192 Page 529
2 of 11
02/22/2022 01:01 PM
BY ANGELA BEAUCHAMP

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE

Revised Feb. 2013

ONLINE Version
COMMUNITIZATION AGREEMENT

Contract No. _____

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

WITNESSETH:

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

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

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

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

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

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

Subdivisions W2W2 Section 29, E2E2 Section 30, Lot 5 and NE4NE4 Section 31, Lot 4 and NW4NW4 Section 32, T 26S, R 36E, NMPM LEA County NM containing 467.17 acres, more or less, and this agreement shall include only the WOLFCAMP Formation underlying said lands and the oil and gas (hereinafter referred to as "communitized substances") producible from such formation.

ONLINE version
February 2013

State/Fed/Fee

1

\$100.00
#0239 Fees
**

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

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is August Month 24 Day, 2021 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

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

Operator Ameredev Operating LLC

Lessees of Record Ameredev New Mexico, LLC

By Noah Bramble
 Print name of person

VP of Land
 Type of authority

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

2021 AUG 31 AM 10:39

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000018048
Book 2192 Page 529
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02/22/2022 01:01 PM
BY ANGELA BEAUCHAMP

Acknowledgment in an Individual Capacity

State of _____)

County of _____) ss)

This instrument was acknowledged before me on _____
DATE

By _____
Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in a Representative Capacity

State of Texas)

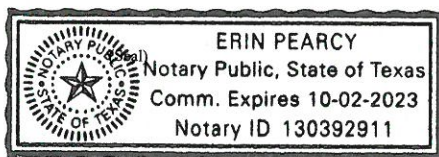
County of Travis) ss)

This instrument was acknowledged before me on 8/26/2021
DATE

By Noah Bramble

Name(s) of Person(s) as VP of Land _____ of Ameredev Operating and Ameredev New Mexico, LLC

Type of authority, e.g., officer, trustee, etc _____ Name of party on behalf of whom instrument was executed



Erin Pearcy
Signature of Notarial Officer

My commission expires: 10/2/2023

2021 AUG 31 AM 10:39

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KEITH MANES, COUNTY CLERK
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Book 2192 Page 529
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02/22/2022 01:01 PM
BY ANGELA BEAUCHAMP

EXHIBIT A

To Communitization Agreement dated August 24, 2021

Plat of communitized area covering the:

Subdivisions W2W2 Section 29, E2E2 Section 30, Lot 5 and NE4NE4 Section 31, Lot 4 and
NW4NW4 Section 32, T 26S, R 36E, NMPM LEA County, NM.

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EXHIBIT B

To Communitization Agreement dated August 24 20 19, embracing the Subdivisions W2W2 Section 29, E2E2 Section 30, Lot 5 and NE4NE4 Section 31, Lot 4 and NW4NW4 Section 32, T 26S, R 36E,
 NMPM LEA County, NM

Operator of Communitized Area: Ameredev Operating LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1**

Lease Serial No.: NMNM137809

Lease Date: 4/1/2018

Lease Term: 10 years

Lessor: BUREAU OF LAND MANAGEMENT

Original Lessee: Ameredev New Mexico LLC

Present Lessee: Ameredev New Mexico LLC

Description of Land Committed: Subdivisions W2W2 Section 29 and NE4NE4 Section 30, Twp 26S, Rng 36E, NMPM, Lea County, NM

Number of Acres: 200.00

Royalty Rate: 1/8

Name and Percent ORRI Owners: Constitution Resources II, LP- 12.5%

Name and Percent WI Owners: Ameredev New Mexico, LLC 100%

TRACT NO. 2

Lease Serial No.: VB-2631-0003

Lease Date: 1/1/2016

Lease Term: 5 years - HBP

Lessor: State of New Mexico

Original Lessee: NewKumet Exploration, Inc.

Present Lessee: Ameredev New Mexico, LLC

Description of Land Committed: Subdivisions Lot 4, NW4NW4, Sect 32, Twp 26S, Rng 36E, NMPM, Lea County, NM

Number of Acres: 73.62

Royalty Rate: 3/16

Name and Percent ORRI Owners:

<u>WILLIAM D. PATTERSON</u>	<u>0.42708%</u>
<u>TRACEY L. BREADNER</u>	<u>0.42708%</u>
<u>NEWKUMET, LTD</u>	<u>0.85417%</u>
<u>JOHN THOMA</u>	<u>0.85417%</u>
<u>ENDEAVOR ENERGY RESOURCES, LP</u>	<u>1.68750%</u>
<u>CONSTITUTION RESOURCES II, LP</u>	<u>2.00000%</u>

Name and Percent WI Owners: AMEREDEV NEW MEXICO, LLC 100%

ONLINE version
 February 2013

State/Fed/Fee

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 02/22/2022 01:01 PM
 BY ANGELA BEAUCHAMP

TRACT NO. 3

Lease Serial No.: B2089/P717 (Original Lease), B2162/P271 (Extension)
 Lease Date: 2/18/2017
 Lease Term: 3 Years, Extension 2 Years
 Lessor: Beckham Ranch, Inc., The Bobby A. and Sammie W. Burchard Living Trust, Henry Keith Beckham, Mary Gail Russell, Elizabeth Ann Beckham Sanders, and Monteray Beckham, Jr.
 Original Lessee: Resonance Resources, LLC
 Present Lessee: Ameredev New Mexico, LLC
 Description of Land Committed: Subdivisions Lot 5, NE4NE4, Sect 31, Twp 26S, Rng 36E,
 NMPM, Lea County, NM
 Number of Acres: 193.55
 Royalty Rate: 1/4
 Name and Percent ORRI Owners: None
 Name and Percent WI Owners: Ameredev New Mexico, LLC 100%

TRACT NO. 4

Lease Serial No.: _____
 Lease Date: _____
 Lease Term: _____
 Lessor: _____
 Original Lessee: _____
 Present Lessee: _____
 Description of Land Committed: Subdivisions _____,
 Sect _____, Twp _____, Rng _____, NMPM, _____ County, NM
 Number of Acres: _____
 Royalty Rate: _____
 Name and Percent ORRI Owners: _____
 Name and Percent WI Owners: _____

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RECAPITULATION

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BY ANGELA BEAUCHAMP

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	<u>200.00</u>	<u>42.810968%</u>
Tract No.2	<u>73.62</u>	<u>15.758717%</u>
Tract No.3	<u>193.55</u>	<u>41.430314%</u>
Tract No.4	<u> </u>	<u> </u>

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

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000018048
Book 2192 Page 529
11 of 11
02/22/2022 01:01 PM
BY ANGELA BEAUCHAMP

Received by OCD: 7/27/2021 3:55:13 PM

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FORM C-102

Revised August 1, 2011

Submit one copy to appropriate

District Office

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

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

☐ AMENDED REPORT**WELL LOCATION AND ACREAGE DEDICATION PLAT**

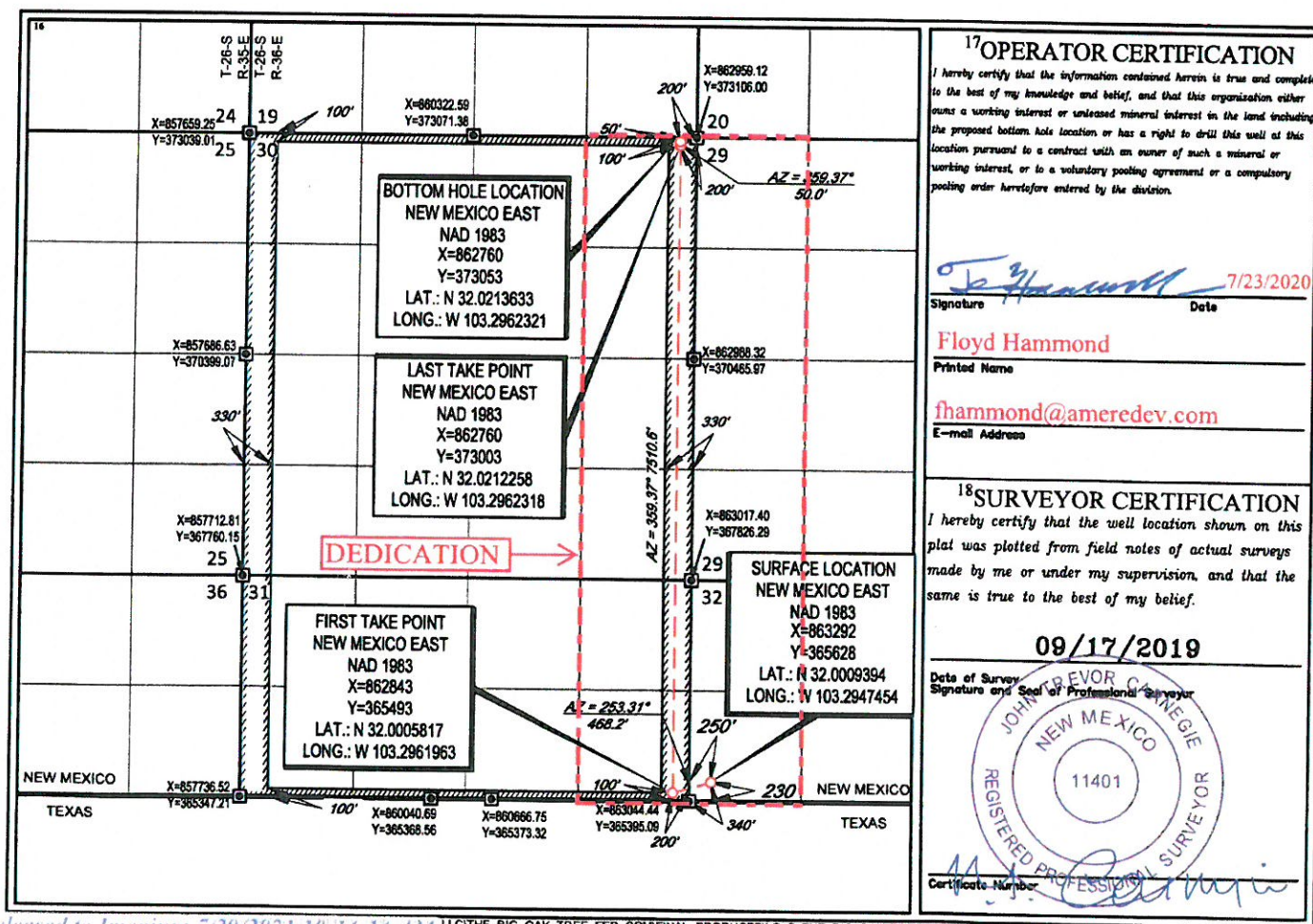
¹ API Number 30-025-49256		² Pool Code 98234		³ Pool Name WC-025 G-09 S263619C; WOLFCAMP	
⁴ Property Code 331309		⁵ Property Name S BIG OAK TREE FED COM 26 36 31			⁶ Well Number 128H
⁷ OGRID No. 372224		⁸ Operator Name AMEREDEV OPERATING, LLC.			⁹ Elevation 2904'

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
4	32	26-S	36-E	-	230'	SOUTH	250'	WEST	LEA

¹¹ Bottom Hole Location If Different From Surface									
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	30	26-S	36-E	-	50	NORTH	200'	EAST	LEA

¹² Dedicated Acres 467.17	¹³ Joint or Infill	¹⁴ Consolidation Code C	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.





United States Department of the Interior

BUREAU OF LAND MANAGEMENT

New Mexico State Office

301 Dinosaur Trail

Santa Fe, New Mexico 87508

<https://www.blm.gov/new-mexico>

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000032111
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02/22/2023 09:59 AM
BY CYNTHIA RAMIREZ

In Reply Refer To:

NMNM 143670 (NMNM105723004)

3105.2 (NM920)

JAN 12 2023

Reference:

Communitization Agreement

S Big Oak Tree Fed Com 26-36-31 #128H

Section 29: W2W2;

Section 30: E2E2;

Section 31: Lot 5, NENE;

Section 32: Lot 4, NWNW.

T. 26 S., R. 36 E., N.M.P.M.

Lea County, NM

Ameredev Operating, LLC
2901 Via Fortuna, Suite 600
Austin, TX 78746

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM143670 involving 200.00 acres of Federal land in lease NMNM137809, 73.62 acres of State land, and 193.55 acres of Fee land, Lea County, New Mexico, which comprise a 467.17 acre well spacing unit.

The agreement communitizes all rights to all producible crude oil and associated natural gas from the Wolfcamp formation beneath the W2W2 of sec. 29, E2E2 of sec. 30, Lot 5, NENE of sec. 31, and Lot 4, NWNW of sec. 32, T. 26 S., R. 36 E., NMPM, Lea County, NM, and is effective August 1, 2021. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is accurate.

Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of Natural Resources Revenue at 1-800-525-9167 or 303-231-3504.

2

If you have any questions regarding this approval, please contact Elizabeth Rivera at (505) 954-2162.

Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,

KYLE
PARADIS

Digitally signed by
KYLE PARADIS
Date: 2023.01.12
14:11:56 -07'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

1 Enclosure:
1 - Communitization Agreement

cc:
ONRR, Denver
NM Taxation & Revenue Dept. (Revenue Processing Div.)
NMOCD
NM (9200)
NMP020, (CFO, File Room)
NMSO (NM925, File)
NM STATE LAND COMM.

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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BY CYNTHIA RAMIREZ

DETERMINATION - APPROVAL - CERTIFICATION

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 266(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine and certify that the plan of development and operation contemplated in the attached Communitization Agreement is necessary, advisable, and in the public interest for the purpose of more properly conserving the natural resources.
- B. Approve the attached Communitization Agreement NMNM143670 involving Federal Lease NMNM137809, State and Fee lands. This Communitization Agreement is in Secs. 29, 30, 31, and 32, T. 26 S., R. 36 E., NMPM, Lea County, New Mexico, for production of crude oil and associated natural gas, producible from the Wolfcamp Formation.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said Communitization Agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the Communitization Agreement.

Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto. In addition, approval of this agreement does not warrant or certify that the State or Patented land descriptions and acreages are consistent with the latest survey for those lands.

This approval is granted subject to the condition that the requirements of Section 102(b)(3) of the Federal Oil and Gas Royalty Management Act of 1982 be satisfied for all wells drilled anywhere within the communitized area.

Section 102(b)(3) of the Federal Oil and Gas Royalty Management Act of 1982, as implemented by the applicable provisions of the operating regulations at Title 43 CFR 3162.4-1(c), requires that "not later than the 5th business day after any well begins production on which royalty is due anywhere on a leases site or allocated to a lease site, or resumes production in the case of a well which has been off production for more than 90 days, the operator shall notify the authorized officer by letter or sundry notice, Form 3160-5, or orally to be followed by a letter or sundry notice, of the date on which such production has begun or resumed."

The date on which production is commenced or resumed will be construed for oil wells as the date on which liquid hydrocarbons are first sold or shipped from a temporary storage facility, such as a test tank, and for which a run ticket is required to be generated, or the date on which liquid hydrocarbons are first produced into a permanent storage facility, whichever first occurs; and, for gas wells, as the date on which associated liquid hydrocarbons are first sold or shipped from a temporary storage facility, such as a test tank, and for which a run ticket is required to be generated, or the date on which gas is first measured through permanent metering facilities, whichever first occurs.

If you fail to comply with this requirement in the manner and time allowed, you shall be liable for civil penalties for each day such violation continues, not to exceed a maximum of 20 days. See Section 109(c)(3) of the Federal Oil and Gas Royalty Management Act of 1982 and the implementing regulations at Title 43 CFR 3163.2(e)(2).

KYLE
PARADIS

Digitally signed by
KYLE PARADIS
Date: 2023.01.12
14:12:24 -07'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

Effective: August 1, 2021
Contract No.: NMNM143670

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02/22/2023 09:59 AM
BY CYNTHIA RAMIREZ

RECEIVED

AUG 31 2021

BLM, NMSO
SANTA FEFederal Communitization AgreementContract No. NMNM 143670

THIS AGREEMENT entered into as of the 1st day of August, 2021, 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 26 South, Range 36 East, NMPM, Lea County, New Mexico

W2W2 of Section 29

E2E2 of Section 30

Lot 5 and NE4NE4 of Section 31

Lot 4 and NW4NW4 of Section 32

Containing 467.17 acres, and this agreement shall include only the Wolfcamp formation underlying said lands and the crude oil and associated natural gas

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BY CYNTHIA RAMIREZ

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 Ameredev Operating, LLC, 2901 Via Fortuna, Suite 600, Austin, Texas 78746. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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

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

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BY CYNTHIA RAMIREZ

separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is August 1, 2021, 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.

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BY CYNTHIA RAMIREZ

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.

Ameredev Operating, LLC
Operator

8/26/2021
Date

By: 

Noah Bramble, VP of Land

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000032111
Book 2206 Page 525
7 of 14
02/22/2023 09:59 AM
BY CYNTHIA RAMIREZ

ACKNOWLEDGEMENT

STATE OF TEXAS

SS.

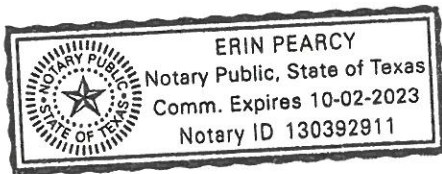
COUNTY OF TRAVIS

On this ^{20th} 1st day of August, 2021, before me, a Notary Public for the State of Texas, personally appeared Noah Bramble, known to me to be the VP of Land of Ameredeve Operating, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

10/2/2023
My Commission Expires

Erin Pearcy
Notary Public



LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000032111
Book 2206 Page 525
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02/22/2023 09:59 AM
BY CYNTHIA RAMIREZ

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

I, the undersigned, hereby certify, on behalf of Ameredev 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.

8/26/2021
Date

By: [Signature]
Title: VP of Land

ACKNOWLEDGEMENT

STATE OF TEXAS

ss.

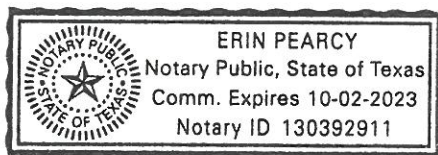
COUNTY OF TRAVIS

On this ^{26th} 1st day of August, 2021, before me, a Notary Public for the State of Texas, personally appeared Noah Bramble, known to me to be the VP of Land of Ameredev Operating, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

10/2/2023
My Commission Expires

[Signature]
Notary Public

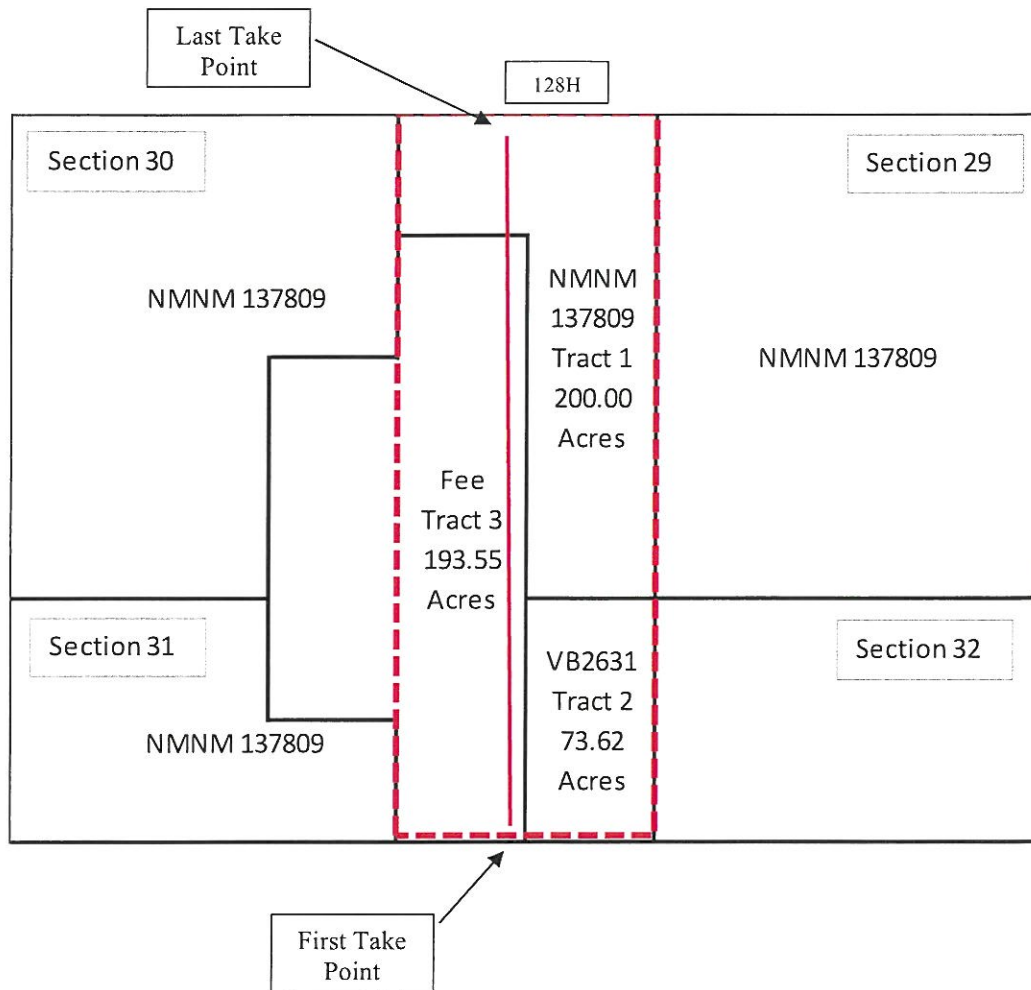


LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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Book 2206 Page 525
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02/22/2023 09:59 AM
BY CYNTHIA RAMIREZ

EXHIBIT "A"

Plat of communitized area covering **467.17** acres in the Lot 5 and NE4NE4 Section 31,
Lot 4 and NW4NW4 Section 32, E2E2 Section 30 and W2W2 Section 29, Township 26
South, Range 36 East, NMPM, Lea County, New Mexico

S Big Oak Tree Fed Com 26-36-31 128H



LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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Book 2206 Page 525
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02/22/2023 09:59 AM
BY CYNTHIA RAMIREZ

EXHIBIT "B"

To Communitization Agreement Dated August 1, 2021 embracing the following described land in in the Lot 5 and NE4NE4 Section 31, Lot 4 and NW4NW4 Section 32, E2E2 Section 30 and W2W2 Section 29, Township 26 South, Range 36 East, NMPM, Lea County, New Mexico.

Operator of Communitized Area: Ameredev Operating, LLC

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

Lease Serial Number: NMNM 137809

Description of Land Committed: Township 26 South, Range 36 East,
NMPM
Section 29: W2W2 (160.00 Acres)
Section 30: NE4NE4 (40.00 Acres)

Number of Acres: 200.00 Acres

Name of Working Interest Owners: Ameredev New Mexico, LLC

Overriding Royalty Owners: Constitution Resources II, LP

Current Record Title Owner: Ameredev New Mexico, LLC

Tract No. 2

Lease Serial Number: VB2361

Description of Land Committed: Township 26 South, Range 36 East,
NMPM
Section 32: Lot 4 (33.62 Acres)
NW4NW4 (40 Acres)

Number of Acres: 73.62 Acres

Name of Working Interest Owners: Ameredev New Mexico, LLC

Overriding Royalty Owners: Constitution Resources II, LP
William D. Patterson

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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BY CYNTHIA RAMIREZ

Tracey L. Breadner
Newkumet, Ltd
John Thoma
Endeavor Energy Resources, LP

Royalty Owners: State of New Mexico

Current Record Title Owner: Ameredev New Mexico, LLC

Tract No. 3

Lease Serial Number: Fee

Description of Land Committed: Township 26 South, Range 36 East,
NMPM

Section 31: Lot 5 (33.55 Acres)

NE4NE4 (40 Acres)

Section 30: SE4NE4, E2SE4 (120 Acres)

Number of Acres: 193.55 Acres

Name of Working Interest Owners: Ameredev New Mexico, LLC

Overriding Royalty Owners: None

Royalty Owners: Mary Gail Russell
Elizabeth Ann Beckham
The Bobby A. And Sammie W. Burchard
Living Trust
Monteray Becham, Jr.
Henry Keith Beckham
William Brian Beckham
Monty Brad Beckham

Current Record Title Owner: Ameredev New Mexico, LLC

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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Book 2206 Page 525
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02/22/2023 09:59 AM
BY CYNTHIA RAMIREZ

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	200.00	42.8109682%
2	73.62	15.7587174%
3	193.55	41.4303144%
Total	467.17	100.0000%

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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Book2206 Page 525
13 of 14
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BY CYNTHIA RAMIREZ

RECORDER'S MEMORANDUM

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

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000032111
Book 2206 Page 525
14 of 14
02/22/2023 09:59 AM
BY CYNTHIA RAMIREZ

Received by OCD: 7/27/2021 3:55:13 PM

Page 2 of 6

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

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

FORM C-102

Revised August 1, 2011

Submit one copy to appropriate

District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-49256	² Pool Code 98234	³ Pool Name WC-025 G-09 S263619C; WOLFCAMP
⁴ Property Code 331309	⁵ Property Name S BIG OAK TREE FED COM 26 36 31	⁶ Well Number 128H
⁷ OGRID No. 372224	⁸ Operator Name AMEREDEV OPERATING, LLC.	⁹ Elevation 2904'

¹⁰Surface Location

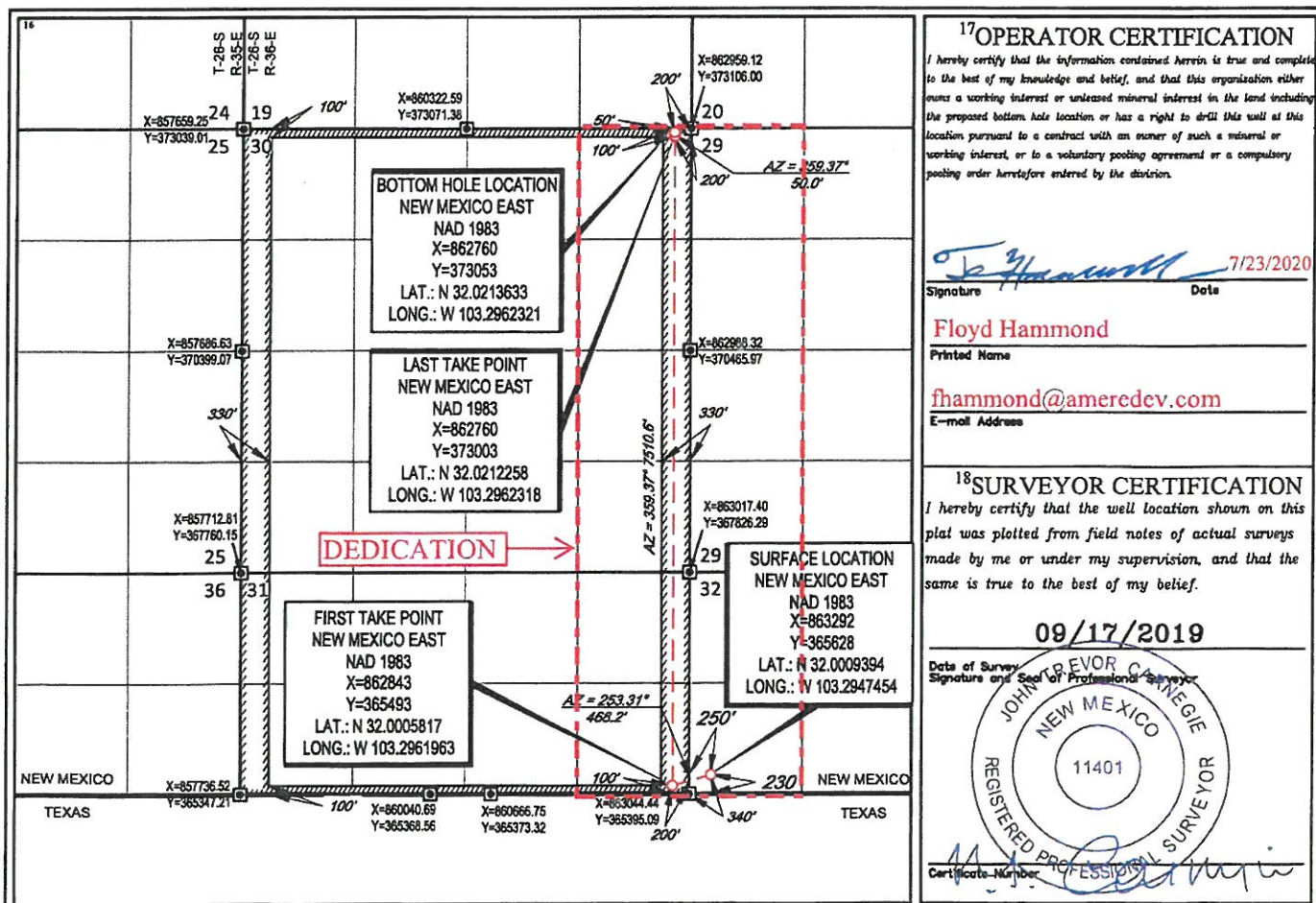
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
4	32	26-S	36-E	-	230'	SOUTH	250'	WEST	LEA

¹¹Bottom 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
A	30	26-S	36-E	-	50	NORTH	200'	EAST	LEA

¹² Dedicated Acres 467.17	¹³ Joint or Infill	¹⁴ Consolidation Code C	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



Released to Imaging: 7/29/2021 10:14:14 AM \\\C\THE_BIG_OAK_TREE_FED_COM\FINAL_PRODUCTS\SLO_S_THE_BIG_OAK_TREE_FED_COM_26_36_31_128H_REV2.DWG 1/23/2020 3:25:39 PM johnston

1979 Royalties LP	110 N Marienfeld St Ste 200		Midland TX	79701-4412
Aaron James Childress	1400 McDonald St		Midland TX	79703
Alan Jochimsen	4209 Cardinal Lane		Midland TX	79707
Amarco Energy Llc	3051 Wolf Creek Ranch Rd		Burnet TX	78611
August Resources Ltd	PO Box 2237		Midland TX	79702
Bascom Mitchell Family P'ship LP	8523 Thackery #6202		Dallas TX	75225
Beckham Bypass Trust Uad 01/19/2018	Billie Jean Beckham, Trustee	PO Box 1203	Jal NM	88252
Beckham Marital Trust Uad	01/19/2018, Billie Jean Beckham, Trustee	PO Box 1203	Jal NM	88252
BEN JAMN LLC	PO BOX 129		EMMETSBUIA	50536
Big Three Energy Group LLC	P. O. Box 429		Roswell NM	88202-0429
BR2 Holdings LLC	PO Box 980552		Houston TX	77098-0552
Bruce C Miller	1904 Coleman CT		Midland TX	79705-1723
BTA OIL PRODUCERS	104 S. Pecos		Midland TX	79701
Burlington Resources Oil & Gas Company LP	700 Plaza Office Building		Bartlesville OK	74004-0001
Carol Noonan	285 N. Dogwood Trail		Kitty Hawk NC	27949
Carolyn Michelle Beckham	23521 Indian Divide CV		Spicewood TX	78669-1649
Cary Anthony	PO Box 123		Monahans TX	79756
Cayuga Royalties LLC	PO Box 540711		Houston TX	77254-0711
Cortez Resources Llc	PO Box 190969		Dallas TX	75219
CRM 2018, LP	PO Box 51933		Midland TX	79710
Diane Kay Magee	301 N 12Th St		Ballinger TX	76821
DOORNOOBS MINERAL PARTNERS LLC	PO BOX 639		BARTLESVII OK	74005
Earnell Beckham Young,	As Separate Property	12 Lytle Place Drive	Abilene TX	79602
Earnell Beckham Young,	Life Estate	12 Lytle Place Drive	Abilene TX	79602
Eg Energy Llc	9204 Cherokee Lane		Leawood KS	66206
Elizabeth Ann Beckham Sanders	266 Nm Highway 88		Portales NM	88130
Emil Mosbacher Oil And Gas Llc	P.O. Box 301261		Dallas TX	75303-1261
ENDEAVOR ENERGY RESOURCES LP	Lockbox Number 679478	1200 E Campbell Rd., Ste 108	Richardson TX	75081
EOG Resources Inc	PO Box 4362		Houston TX	77210-4362
Exile Royalty Company LLC	515 Houston St Ste 631		Fort Worth TX	76102-3981
Featherstone Development Corp	P. O. Box 429		Roswell NM	88202-0429
Gkt Investment Partnership Ltd	P.O. Box 940		Portland TX	78374
Hansen Oil Properties, L.P.	P.O. Box 291275		Kerrville TX	78029
HED Enterprises, LP	1528 Slocum St		Dallas TX	75207-3604
Henry Keith Beckham	PO Box 230		Jal NM	88252

HINKLE HOLDINGS LLC	PO BOX 2292		ROSWELL NM	88202-2292
Hunter G. Davis	4408 Long Champ Dr Apt 5		Austin TX	78746
J&R Jackson Investments, LLC	1828 Broken Bend Drive		Westlake TX	76262
Joe Bob Jones	5808 Grassland Ct		Midland TX	79707
Joe N Gifford	529 Solomon Lane		Midland TX	79705
JT Curtis III LLC	PO Box 3403		Frederickst TX	78624
Karemont Properties LLC	PO Box 9451		Midland TX	79708-9451
KWF Enterprises, LP	1528 Slocum St		Dallas TX	75207-3604
Laughlin Bypass Trust	Fbo Sandra Laughlin	PO Box 1588	Tulsa OK	74101
Logic Energy Holdings, Llc	4582 State Hwy 111 W		Yoakum TX	77995-5406
Marbella Development Lp	13834 Captain'S Row		Corpus Chr TX	78418
Marilyn Jean Van Petten, Trustee Of The	Marilyn Van Petten Revocable Trust	5828 Nicholas Circle	Amarillo TX	79109
Mark McClellan & Paula McClellan	PO Box 730		Roswell NM	88202
Mark Wayne Smith	123 Warbler Way		Georgetow TX	78633-4806
MCCLELLAN OIL CORPORATION	P O DRAWER 730		ROSWELL NM	88202-0730
McMullen Minerals II LP	PO Box 470857		Fort Worth TX	76147-0857
Michael A Kulenguski	279 Jones Mountain Road		Madison VA	22727
Mike Petraitis	1603 Holloway		Midland TX	79701
Monticello Minerals LLC	4128 Bryn Mawr Dr		Dallas TX	75225
Monty Brad Beckham	PO Box 152		Forestburg TX	76239
MRC Royalties, LLC	5400 LBJ Freeway Ste 1500		Dallas TX	75240
MRC Toro, LLC	5400 LBJ Freeway Ste 1500		Dallas TX	75240
National Christian Foundation Real Property Li	111625 Rainwater Dr Ste 500		Alpharetta GA	30009
New Mexico State Land Office	P O Box 1148		Santa Fe NM	87504
Newkumet Ltd.	PO BOX 11330		Midland TX	79702-8330
Office of Natural Resources	PO Box 25627		Denver CO	80225-0627
OXY USA WTP LP	WESTERN REGION	P.O. Box 841803	Dallas TX	75284-1803
OXY Y-1 COMPANY	ATTN: Remittances	P.O. Box 841803	Dallas TX	75284-1803
Panhandle Properties LLC	P. O. Box 647		Artesia NM	88211-0647
Parrot Head Properties LLC	P. O. Box 429		Roswell NM	88202-0429
Pbex Llc	PO Box 10250		Midland TX	79702
Peggy Denise Beckham Hanna	1027 E Waco St		Kermit TX	79745
Prevail Energy LLC	521 Dexter St		Denver CO	80220-5035
Printz II, Llc	190 E Stacy Rd 306373		Allen TX	75002
Prospector LLC	P. O. Box 429		Roswell NM	88202-0429

QUAIL CREEK ROYALTY LLC	13831 QUAIL POINT DRIVE		OKLAHOMA OK	73134
RADO CAPITAL LLLP Limited Partnership	5 Inverness Drive E		Englewood CO	80112
Realeza Del Spear LP	PO Box 1684		Midland TX	79702
Robinson Family Trust Uda November 20, 191	1148 Kit Way		Hobbs CA	93455
Ross & Kandace McClellan	PO Box 730		Roswell NM	88202-0730
Sandia Minerals, LLC	44 Cook St Ste 1000		Denver CO	80206
Sandra Laughlin C/O Bokf, Na	PO Box 1588		Tulsa OK	74101
SES INVESTMENTS LTD	PO BOX 10886		MIDLAND TX	79702
Sharbro Energy LLC	P. O. Box 840		Artesia NM	88211-0840
Shawn Burchard 2019 Trust	Shawn M Burchard, Trustee	6906 71st St	Lubbock TX	79424-1830
Sheep Mountain Ltd	PO Box 2237		Midland TX	79702
Sitio Permian LP	1401 Lawrence St Ste 1750		Denver CO	80202-2497
Starck Family Oil & Gas, Llc	PO Box 312		Burkett TX	76828
STATES ROYALTY LIMITED PARTNRS	P O BOX 911		BRECKENR TX	76424-0911
Susan Marie Thoma	7333 Norfolk Pl		Castle Pine CO	80108-3611
Tank Country, Llc	15447 Fm 144N		Omaha TX	75571
TD MINERALS LLC	8111 WESTCHESTER DR STE 900		DALLAS TX	75225-6146
The Beveridge Company	4305 N GARFIELD ST STE 261		MIDLAND TX	79705
The Kimberly Beth Raney 2019 Trust	748 Fm 1730		Tahoka TX	79373-5705
Thomas Anderson Beckham	PO Box 60479		Midland TX	79711
Tiburon Oil & Gas, Inc.	629 Nomad Drive		Spicewood TX	78669
TK MINERALS LLC	675 BERING DR STE 110		HOUSTON TX	77057
TOC Holdings LLC	PO Box 101029		Fort Worth TX	76185
Tracey L Breadner	4020 East Hill Drive		Irving TX	75038
Virginia R. Hansen	P.O. Box 80430		Midland TX	79709
William Arthur Chalfant, Ttee	P.O. Box 3123		Midland TX	79702
William D Patterson	6851 NE Loop 820, Ste 200		North Rich TX	76180
Winkler Lea Royalty Lp	C/O Varde Partners	901 Marquette Ave South Ste 3300	Minneapolis MN	55402
XTO Holdings LLC	P O Box 840780		Dallas TX	75284-0780
Zia Royalty, LLC	P O Box 2160		Hobbs NM	88241-2160
Bureau of Land Management	620 E. Green Street		Carlsbad NM	88220
Bureau of Land Management	301 Dinosaur Trail		Santa Fe NM	87508
Estate Of H.L. Brown, Jr.	Unknown			



Paula M. Vance
Associate
Phone (505) 988-4421
Fax (505) 819-5579
pmvance@hollandhart.com

April 1, 2025

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

TO: ALL AFFECTED PARTIES

Re: Application of Matador Production Company to Amend NMOCD Order CTB-944-A administrative approval to surface commingle (pool and lease), as well as off-lease measure and off-lease storage, oil and gas production from the spacing units comprising E/2 W/2 and E/2 E/2 of Section 19, the E/2 W/2 and E/2 E/2 of Section 20, the W/2 W/2 of Sections 16 and 21, E/2 W/2 and W/2 E/2 of Sections 15 and 22, E/2 E/2 of Section 30, Lot 5 and NE/4 NE/4 of irregular Section 31, W/2 W/2 of Section 29, Lot 4 and NW/4 NW/4 of irregular Section 32, and all of Section 28 and irregular Section 33, Township 26 South, Range 36 East, Lea County, New Mexico (the "Lands")

Ladies and Gentlemen:

Enclosed is a copy of the above-referenced application, which was filed with the New Mexico Oil Conservation Division on this date. Division rules require that a copy of this application be provided to you (there are no documents in this notice packet for you to sign). Any objection to this application must be filed in writing within twenty days from the date the Division receives the application 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, this application may be approved administratively by the Division.

If you have any questions about this application, please contact the following:

David Johns
Matador Production Company
(972) 619-1259
djohns@matadorresources.com

Sincerely,

A handwritten signature in blue ink, appearing to read "Paula M. Vance", written over a horizontal line.

Paula M. Vance
**ATTORNEY FOR MATADOR PRODUCTION
COMPANY**

T 505.988.4421 F 505.983.6043
110 North Guadalupe, Suite 1, Santa Fe, NM 87501-1849
Mail to: P.O. Box 2208, Santa Fe, NM 87504-2208
www.hollandhart.com

Alaska	Montana	Utah
Colorado	Nevada	Washington, D.C.
Idaho	New Mexico	Wyoming

Matador - Amen Commingling
Postal Delivery Report

9402811898765445785931	1979 Royalties LP	110 N Marienfeld St Ste 200	Midland	TX	79701-4412	Your item was delivered to an individual at the address at 1:17 pm on April 8, 2025 in MIDLAND, TX 79701.
9402811898765445785658	Aaron James Childress	1400 McDonald St	Midland	TX	79703-4922	Your item was delivered to an individual at the address at 1:14 pm on April 4, 2025 in MIDLAND, TX 79703.
9402811898765445785627	Alan Jochimsen	4209 Cardinal Ln	Midland	TX	79707-1935	Your item was delivered to an individual at the address at 12:10 pm on April 4, 2025 in MIDLAND, TX 79707.
9402811898765445785696	Amarco Energy Llc	3051 Wolf Creek Ranch Rd	Burnet	TX	78611-3739	Your item was picked up at the post office at 10:32 am on April 7, 2025 in BURNET, TX 78611.
9402811898765445785689	August Resources Ltd	PO Box 2237	Midland	TX	79702-2237	This is a reminder to pick up your item before April 18, 2025 or your item will be returned on April 19, 2025. Please pick up the item at the MIDLAND, TX 79702 Post Office.
9402811898765445785115	Bascom Mitchell Family Pship LP	8523 Thackery St Apt 6202	Dallas	TX	75225-3915	Your item was delivered to an individual at the address at 6:34 pm on April 4, 2025 in DALLAS, TX 75225.
9402811898765445785160	Beckham Bypass Trust Uad 01/19/2018 Billie Jean Beckham, Trustee	PO Box 1203	Jal	NM	88252-1203	Your item was picked up at the post office at 12:54 pm on April 7, 2025 in JAL, NM 88252.
9402811898765445785146	Beckham Marital Trust Uad 01/19/2018, Billie Jean Beckham, Trustee	PO Box 1203	Jal	NM	88252-1203	Your item was picked up at the post office at 12:54 pm on April 7, 2025 in JAL, NM 88252.
9402811898765445785139	BEN JAMN LLC	PO Box 129	Emmetsburg	IA	50536-0129	Your item was picked up at the post office at 11:36 am on April 4, 2025 in EMMETSBURG, IA 50536.

Matador - Amen Commingling
Postal Delivery Report

9402811898765445785313	Big Three Energy Group LLC	PO Box 429	Roswell	NM	88202-0429	Your item was picked up at the post office at 10:16 am on April 4, 2025 in ROSWELL, NM 88201.
9402811898765445785320	BR2 Holdings LLC	PO Box 980552	Houston	TX	77098-0552	Your item has been delivered and is available at a PO Box at 9:04 am on April 7, 2025 in HOUSTON, TX 77098.
9402811898765445785399	Bruce C Miller	1904 Coleman Ct	Midland	TX	79705-1723	Your item has been delivered to an agent and left with an individual at the address at 1:12 pm on April 4, 2025 in MIDLAND, TX 79705.
9402811898765445785382	BTA OIL PRODUCERS	104 S Pecos St	Midland	TX	79701-5021	Your item was picked up at a postal facility at 7:41 am on April 7, 2025 in MIDLAND, TX 79701.
9402811898765445785375	Burlington Resources Oil & Gas Company LP	700 Plaza Office Building	Bartlesville	OK	74004-0001	Your item was picked up at a postal facility at 8:15 am on April 8, 2025 in BARTLESVILLE, OK 74003.
9402811898765445785016	Carol Noonan	285 N Dogwood Trl	Kitty Hawk	NC	27949-3138	Your item was delivered to an individual at the address at 1:54 pm on April 4, 2025 in KITTY HAWK, NC 27949.
9402811898765445785061	Carolyn Michelle Beckham	23521 Indian Divide Cv	Spicewood	TX	78669-1649	Your item was picked up at the post office at 11:34 am on April 7, 2025 in SPICEWOOD, TX 78669.
9402811898765445785092	Cary Anthony	PO Box 123	Monahans	TX	79756-0123	This is a reminder to pick up your item before April 18, 2025 or your item will be returned on April 19, 2025. Please pick up the item at the MONAHANS, TX 79756 Post Office.

Matador - Amen Commingling
Postal Delivery Report

9402811898765445785085	Cayuga Royalties LLC	PO Box 540711	Houston	TX	77254-0711	This is a reminder to pick up your item before April 17, 2025 or your item will be returned on April 18, 2025. Please pick up the item at the HOUSTON, TX 77254 Post Office.
9402811898765445785412	Cortez Resources Llc	PO Box 190969	Dallas	TX	75219-0969	Your item was picked up at a postal facility at 10:54 am on April 4, 2025 in DALLAS, TX 75219.
9402811898765445785429	CRM 2018, LP	PO Box 51933	Midland	TX	79710-1933	Your item has been delivered and is available at a PO Box at 9:12 am on April 4, 2025 in MIDLAND, TX 79705.
9402811898765445785498	Diane Kay Magee	301 N 12th St	Ballinger	TX	76821-4527	Your item was picked up at the post office at 11:07 am on April 7, 2025 in BALLINGER, TX 76821.
9402811898765445785481	DOORNOOBS MINERAL PARTNERS LLC	PO Box 639	Bartlesville	OK	74005-0639	Your item was picked up at the post office at 10:24 am on April 7, 2025 in BARTLESVILLE, OK 74003.
9402811898765445785474	Earnell Beckham Young, As Separate Property	12 Lytle Place Dr	Abilene	TX	79602-7424	Your item was delivered to an individual at the address at 11:48 am on April 4, 2025 in ABILENE, TX 79602.
9402811898765445785559	Earnell Beckham Young, Life Estate	12 Lytle Place Dr	Abilene	TX	79602-7424	Your item was delivered to an individual at the address at 11:49 am on April 4, 2025 in ABILENE, TX 79602.
9402811898765445785528	Eg Energy Llc	9204 Cherokee Ln	Leawood	KS	66206-1702	Your item was delivered to an individual at the address at 5:31 pm on April 4, 2025 in LEAWOOD, KS 66206.
9402811898765445785542	Elizabeth Ann Beckham Sanders	266 Nm Highway 88	Portales	NM	88130-9247	Your item was delivered to an individual at the address at 4:32 pm on April 7, 2025 in PORTALES, NM 88130.

Matador - Amen Commingling
Postal Delivery Report

9402811898765445785535	Emil Mosbacher Oil And Gas Llc	PO Box 301261	Dallas	TX	75303-1261	Your item was picked up at a postal facility at 11:17 pm on April 4, 2025 in DALLAS, TX 75303.
9402811898765445782213	Endeavor Energy Resources Lp Lockbox Number 679478	1200 E Campbell Rd Ste 108	Richardson	TX	75081-1963	Your item was delivered to the front desk, reception area, or mail room at 2:01 pm on April 4, 2025 in RICHARDSON, TX 75081.
9402811898765445782220	EOG Resources Inc	PO Box 4362	Houston	TX	77210-4362	Your item has been delivered to an agent. The item was picked up at USPS at 4:26 am on April 4, 2025 in HOUSTON, TX 77210.
9402811898765445782299	Exile Royalty Company LLC	515 Houston St Ste 631	Fort Worth	TX	76102-3981	Your item was delivered to the front desk, reception area, or mail room at 2:01 pm on April 4, 2025 in FORT WORTH, TX 76102.
9402811898765445782282	Featherstone Development Corp	PO Box 429	Roswell	NM	88202-0429	Your item was picked up at the post office at 10:16 am on April 4, 2025 in ROSWELL, NM 88201.
9402811898765445782275	Gkt Investment Partnership Ltd	PO Box 940	Portland	TX	78374-0940	Your item was picked up at the post office at 1:26 pm on April 7, 2025 in PORTLAND, TX 78374.
9402811898765445782862	Hansen Oil Properties, L.P.	PO Box 291275	Kerrville	TX	78029-1275	Your item was picked up at the post office at 2:47 pm on April 3, 2025 in KERRVILLE, TX 78028.
9402811898765445782800	HED Enterprises, LP	1528 Slocum St	Dallas	TX	75207-3604	Your item was delivered to an individual at the address at 2:23 pm on April 8, 2025 in DALLAS, TX 75207.
9402811898765445782848	Henry Keith Beckham	PO Box 230	Jal	NM	88252-0230	Your item was picked up at a postal facility at 9:30 am on April 8, 2025 in JAL, NM 88252.

Matador - Amen Commingling
Postal Delivery Report

9402811898765445782831	HINKLE HOLDINGS LLC	PO Box 2292	Roswell	NM	88202-2292	Your item was picked up at the post office at 10:13 am on April 4, 2025 in ROSWELL, NM 88201.
9402811898765445782718	Hunter G. Davis	4408 Long Champ Dr Apt 5	Austin	TX	78746-1172	Your item has been delivered to an agent at the front desk, reception, or mail room at 11:52 am on April 4, 2025 in AUSTIN, TX 78746.
9402811898765445782763	J&R Jackson Investments, LLC	1828 Broken Bend Dr	Westlake	TX	76262-8201	Your item was delivered to an individual at the address at 11:51 am on April 5, 2025 in ROANOKE, TX 76262.
9402811898765445782701	Joe Bob Jones	5808 Grassland Ct	Midland	TX	79707-5030	Your item was delivered to an individual at the address at 11:26 am on April 4, 2025 in MIDLAND, TX 79707.
9402811898765445782749	Joe N Gifford	529 Solomon Ln	Midland	TX	79705-3038	Your item was delivered to an individual at the address at 10:11 am on April 4, 2025 in MIDLAND, TX 79705.
9402811898765445782732	JT Curtis III LLC	PO Box 3403	Fredericksburg	TX	78624-1934	Your item was picked up at the post office at 1:00 pm on April 7, 2025 in FREDERICKSBURG, TX 78624.
9402811898765445782954	Karemont Properties LLC	PO Box 9451	Midland	TX	79708-9451	This is a reminder to pick up your item before April 18, 2025 or your item will be returned on April 19, 2025. Please pick up the item at the MIDLAND, TX 79708 Post Office.
9402811898765445782923	KWF Enterprises, LP	1528 Slocum St	Dallas	TX	75207-3604	Your item was delivered to an individual at the address at 3:20 pm on April 4, 2025 in DALLAS, TX 75207.
9402811898765445782992	Laughlin Bypass Trust Fbo Sandra Laughlin	PO Box 1588	Tulsa	OK	74101-1588	Your item has been delivered to an agent at the front desk, reception, or mail room at 8:24 am on April 4, 2025 in TULSA, OK 74103.

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Postal Delivery Report

9402811898765445782930	Logic Energy Holdings, LLC	4582 State Highway 111 W	Yoakum	TX	77995-5406	We attempted to deliver your item at 12:32 pm on April 7, 2025 in YOAKUM, TX 77995 and a notice was left because an authorized recipient was not available.
9402811898765445782657	Marbella Development Lp	13834 Captains Row	Corpus Christi	TX	78418-6808	This is a reminder to arrange for redelivery of your item or your item will be returned to sender.
9402811898765445782626	Marilyn Jean Van Petten, Trustee Of The Marilyn Van Petten Revocable Trust	5828 Nicholas Cir	Amarillo	TX	79109-7459	The return on your item was processed on April 4, 2025 at 10:55 am in AMARILLO, TX 79109.
9402811898765445782695	Mark McClellan & Paula McClellan	PO Box 730	Roswell	NM	88202-0730	Your item was picked up at the post office at 11:30 am on April 7, 2025 in ROSWELL, NM 88201.
9402811898765445782633	Mark Wayne Smith	123 Warbler Way	Georgetown	TX	78633-4806	Your item was forwarded to a different address at 11:34 am on April 4, 2025 in GEORGETOWN, TX. This was because of forwarding instructions or because the address or ZIP Code on the label was incorrect.
9402811898765445782152	MCCLELLAN OIL CORPORATION	PO Box 730	Roswell	NM	88202-0730	Your item was picked up at the post office at 11:30 am on April 7, 2025 in ROSWELL, NM 88201.
9402811898765445782121	McMullen Minerals II LP	PO Box 470857	Fort Worth	TX	76147-0857	Your item has been delivered and is available at a PO Box at 10:29 am on April 3, 2025 in FORT WORTH, TX 76107.
9402811898765445782145	Michael A Kulenguski	279 Jones Mountain Rd	Madison	VA	22727-3348	Your item was picked up at the post office at 11:30 am on April 4, 2025 in MADISON, VA 22727.

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Postal Delivery Report

9402811898765445782138	Mike Petraitis	1603 Holloway Ave	Midland	TX	79701-7038	Your item is being held at the MIDLAND, TX 79701 post office at 8:49 am on April 4, 2025. This is at the request of the customer.
9402811898765445782312	Monticello Minerals LLC	4128 Bryn Mawr Dr	Dallas	TX	75225-6736	Your item was delivered to an individual at the address at 4:01 pm on April 4, 2025 in DALLAS, TX 75225.
9402811898765445782367	Monty Brad Beckham	PO Box 152	Forestburg	TX	76239-0152	Your item was picked up at a postal facility at 8:20 am on April 4, 2025 in FORESTBURG, TX 76239.
9402811898765445782305	MRC Royalties, LLC	5400 Lbj Fwy Ste 1500	Dallas	TX	75240-1017	Your item was delivered to an individual at the address at 10:28 am on April 4, 2025 in DALLAS, TX 75240.
9402811898765445782343	MRC Toro, LLC	5400 Lbj Fwy Ste 1500	Dallas	TX	75240-1017	Your item was delivered to an individual at the address at 10:28 am on April 4, 2025 in DALLAS, TX 75240.
9402811898765445782374	National Christian Foundation Real Property Inc	111625 Rainwater Dr Ste 500	Alpharetta	GA	30009	Your item was delivered to an individual at the address at 12:43 pm on April 4, 2025 in ALPHARETTA, GA 30009.
9402811898765445782053	New Mexico State Land Office	PO Box 1148	Santa Fe	NM	87504-1148	Your item was picked up at a postal facility at 7:59 am on April 4, 2025 in SANTA FE, NM 87501.
9402811898765445782060	Newkumet Ltd.	PO Box 11330	Midland	TX	79702-8330	This is a reminder to pick up your item before April 18, 2025 or your item will be returned on April 19, 2025. Please pick up the item at the MIDLAND, TX 79702 Post Office.
9402811898765445782008	Office of Natural Resources	PO Box 25627	Denver	CO	80225-0627	Your item was picked up at a postal facility at 9:39 am on April 2, 2025 in DENVER, CO 80225.

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9402811898765445782084	Oxy USA Wtp Lp WESTERN REGION	PO Box 841803	Dallas	TX	75284-1803	Your item was picked up at a postal facility at 11:14 pm on April 4, 2025 in DALLAS, TX 75284.
9402811898765445782411	Oxy Y-1 Company ATTN Remittances	PO Box 841803	Dallas	TX	75284-1803	Your item was picked up at a postal facility at 11:14 pm on April 4, 2025 in DALLAS, TX 75284.
9402811898765445782404	Panhandle Properties LLC	PO Box 647	Artesia	NM	88211-0647	Your item was picked up at the post office at 11:51 am on April 8, 2025 in ARTESIA, NM 88210.
9402811898765445782442	Parrot Head Properties LLC	PO Box 429	Roswell	NM	88202-0429	Your item was picked up at the post office at 10:16 am on April 4, 2025 in ROSWELL, NM 88201.
9402811898765445782435	Pbex Llc	PO Box 10250	Midland	TX	79702-7250	This is a reminder to pick up your item before April 18, 2025 or your item will be returned on April 19, 2025. Please pick up the item at the MIDLAND, TX 79702 Post Office.
9402811898765445782510	Peggy Denise Beckham Hanna	1027 E Waco St	Kermit	TX	79745-3641	Your item was picked up at the post office at 8:35 am on April 7, 2025 in KERMIT, TX 79745.
9402811898765445782503	Prevail Energy LLC	521 Dexter St	Denver	CO	80220-5035	Your item arrived at our USPS facility in DENVER, CO 80220 on April 8, 2025 at 5:30 am. The item is currently in transit to the destination.
9402811898765445782541	Printz II, Llc	190 E Stacy Rd unit 306373	Allen	TX	75002-8734	Your item was delivered to an individual at the address at 11:01 am on April 4, 2025 in ALLEN, TX 75002.
9402811898765445782534	Prospector LLC	PO Box 429	Roswell	NM	88202-0429	Your item was picked up at the post office at 10:16 am on April 4, 2025 in ROSWELL, NM 88201.

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Postal Delivery Report

9402811898765445780219	QUAIL CREEK ROYALTY LLC	13831 Quail Pointe Dr	Oklahoma City	OK	73134-1021	We could not access the delivery location to deliver your package at 10:54 am on April 8, 2025 in OKLAHOMA CITY, OK 73120. We will redeliver on the next delivery day. No action needed.
9402811898765445780226	RADO CAPITAL LLLP Limited Partnership	5 Inverness Dr E	Englewood	CO	80112-5519	Your item was delivered to an individual at the address at 12:01 pm on April 2, 2025 in ENGLEWOOD, CO 80112.
9402811898765445780295	Realeza Del Spear LP	PO Box 1684	Midland	TX	79702-1684	This is a reminder to pick up your item before April 18, 2025 or your item will be returned on April 19, 2025. Please pick up the item at the MIDLAND, TX 79702 Post Office.
9402811898765445780233	Robinson Family Trust Uda November 20, 1989	1148 Kit Way	Santa Maria	CA	93455-4020	Your item was delivered to an individual at the address at 5:38 pm on April 5, 2025 in SANTA MARIA, CA 93455.
9402811898765445780813	Ross & Kandace McClellan	PO Box 730	Roswell	NM	88202-0730	Your item arrived at the ROSWELL, NM 88202 post office at 9:55 am on April 8, 2025 and is ready for pickup.
9402811898765445780868	Sandia Minerals, LLC	44 Cook St Ste 1000	Denver	CO	80206-5827	Your item was delivered to the front desk, reception area, or mail room at 12:43 pm on April 2, 2025 in DENVER, CO 80206.
9402811898765445780806	Sandra Laughlin C/O Bokf, Na	PO Box 1588	Tulsa	OK	74101-1588	Your item has been delivered and is available at a PO Box at 9:30 am on April 5, 2025 in TULSA, OK 74103.
9402811898765445780844	SES INVESTMENTS LTD	PO Box 10886	Midland	TX	79702-7886	This is a reminder to pick up your item before April 18, 2025 or your item will be returned on April 19, 2025. Please pick up the item at the MIDLAND, TX 79702 Post Office.

Matador - Amen Commingling
Postal Delivery Report

9402811898765445780875	Sharbro Energy LLC	PO Box 840	Artesia	NM	88211-0840	Your item was picked up at the post office at 10:22 am on April 4, 2025 in ARTESIA, NM 88210.
9402811898765445780752	Shawn Burchard 2019 Trust Shawn M Burchard, Trustee	6906 71st St	Lubbock	TX	79424-1830	Your item was picked up at the post office at 1:54 pm on April 4, 2025 in LUBBOCK, TX 79464.
9402811898765445780721	Sheep Mountain Ltd	PO Box 2237	Midland	TX	79702-2237	This is a reminder to pick up your item before April 18, 2025 or your item will be returned on April 19, 2025. Please pick up the item at the MIDLAND, TX 79702 Post Office.
9402811898765445780790	Sitio Permian LP	1401 Lawrence St Ste 1750	Denver	CO	80202-3074	Your item was delivered to the front desk, reception area, or mail room at 10:09 am on April 2, 2025 in DENVER, CO 80202.
9402811898765445780783	Starck Family Oil & Gas, Llc	PO Box 312	Burkett	TX	76828-0312	Your item arrived at the BURKETT, TX 76828 post office at 9:54 am on April 5, 2025 and is ready for pickup.
9402811898765445780776	STATES ROYALTY LIMITED PARTNRS	PO Box 911	Breckenridge	TX	76424-0911	Your item was picked up at the post office at 9:40 am on April 3, 2025 in BRECKENRIDGE, TX 76424.
9402811898765445780950	Susan Marie Thoma	7333 Norfolk Pl	Castle Pines	CO	80108-3611	Your item has been delivered to an agent. The item was picked up at USPS at 12:21 pm on April 2, 2025 in CASTLE ROCK, CO 80108.
9402811898765445780929	Tank Country, Llc	15447 Fm 144N	Omaha	TX	75571	Your item was delivered to an individual at the address at 12:41 pm on April 4, 2025 in OMAHA, TX 75571.
9402811898765445780998	TD MINERALS LLC	8111 Westchester Dr Ste 900	Dallas	TX	75225-6146	Your item was delivered to the front desk, reception area, or mail room at 11:05 am on April 4, 2025 in DALLAS, TX 75225.

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Postal Delivery Report

9402811898765445780981	The Beveridge Company	4305 N Garfield St Ste 261	Midland	TX	79705-4344	Your item was delivered to the front desk, reception area, or mail room at 1:48 pm on April 4, 2025 in MIDLAND, TX 79705.
9402811898765445780974	The Kimberly Beth Raney 2019 Trust	748 Fm 1730	Tahoka	TX	79373-5705	Your item was picked up at the post office at 12:17 pm on April 8, 2025 in TAHOKA, TX 79373.
9402811898765445780653	Thomas Anderson Beckham	PO Box 60479	Midland	TX	79711-0479	Your item arrived at the MIDLAND, TX 79711 post office at 12:58 pm on April 5, 2025 and is ready for pickup.
9402811898765445780608	Tiburon Oil & Gas, Inc.	629 Nomad Dr	Spicewood	TX	78669-1495	Your item was delivered to an individual at the address at 1:29 pm on April 4, 2025 in SPICEWOOD, TX 78669.
9402811898765445780684	TK MINERALS LLC	675 Bering Dr Ste 110	Houston	TX	77057-2129	Your item was delivered to an individual at the address at 12:45 pm on April 3, 2025 in HOUSTON, TX 77057.
9402811898765445780110	TOC Holdings LLC	PO Box 101029	Fort Worth	TX	76185-1029	Your item has been delivered and is available at a PO Box at 9:51 am on April 3, 2025 in FORT WORTH, TX 76109.
9402811898765445780158	Tracey L Breadner	4020 E Hill Dr	Irving	TX	75038-6211	Your item was delivered to an individual at the address at 10:30 am on April 4, 2025 in IRVING, TX 75038.
9402811898765445780165	Virginia R. Hansen	PO Box 80430	Midland	TX	79708-0430	This is a reminder to pick up your item before April 18, 2025 or your item will be returned on April 19, 2025. Please pick up the item at the MIDLAND, TX 79708 Post Office.

Matador - Amen Commingling
Postal Delivery Report

9402811898765445780103	William Arthur Chalfant, Ttee	PO Box 3123	Midland	TX	79702-3123	This is a reminder to pick up your item before April 18, 2025 or your item will be returned on April 19, 2025. Please pick up the item at the MIDLAND, TX 79702 Post Office.
9402811898765445780196	William D Patterson	6851 NE Loop 820 Ste 200	North Richland Hills	TX	76180-6641	Your item was delivered to an individual at the address at 12:10 pm on April 3, 2025 in NORTH RICHLAND HILLS, TX 76180.
9402811898765445780189	Winkler Lea Royalty Lp C/O Varde Partners	901 Marquette Ave Ste 3300	Minneapolis	MN	55402-3248	Your item was delivered to an individual at the address at 11:54 am on April 4, 2025 in MINNEAPOLIS, MN 55401.
9402811898765445780172	XTO Holdings LLC	PO Box 840780	Dallas	TX	75284-0780	Your item was picked up at a postal facility at 11:14 pm on April 4, 2025 in DALLAS, TX 75284.
9402811898765445780356	Zia Royalty, LLC	PO Box 2160	Hobbs	NM	88241-2160	Your item was picked up at the post office at 1:47 pm on April 7, 2025 in HOBBS, NM 88240.
9402811898765445780363	Bureau of Land Management	620 E Greene St	Carlsbad	NM	88220-6292	Your item has been delivered to an agent at the front desk, reception, or mail room at 12:06 pm on April 4, 2025 in CARLSBAD, NM 88220.
9402811898765445780301	Bureau of Land Management	301 Dinosaur Trl	Santa Fe	NM	87508-1560	Your item was delivered to the front desk, reception area, or mail room at 10:57 am on April 4, 2025 in SANTA FE, NM 87508.

9402811898765445780363

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Add to Informed Delivery

Latest Update

Your item has been delivered to an agent at the front desk, reception, or mail room at 12:06 pm on April 4, 2025 in CARLSBAD, NM 88220.

Get More Out of USPS Tracking:



USPS Tracking Plus®



Delivered to Agent

Delivered to Agent, Front Desk/Reception/Mail Room

CARLSBAD, NM 88220

April 4, 2025, 12:06 pm

[See All Tracking History](#)

What Do USPS Tracking Statuses Mean?

9402811898765445780301

 Copy  Add to Informed Delivery

Latest Update

Your item was delivered to the front desk, reception area, or mail room at 10:57 am on April 4, 2025 in SANTA FE, NM 87508.

Get More Out of USPS Tracking:

 USPS Tracking Plus®

Released to Imaging: 9/5/2025 9:30:30 AM

 **Delivered**

Delivered, Front Desk/Reception/Mail Room

SANTA FE, NM 87508

April 4, 2025, 10:57 am

[See All Tracking History](#)

What Do USPS Tracking Statuses Mean?

9402811898765445782053

Copy



Add to Informed Delivery

Latest Update

Your item was picked up at a postal facility at 7:59 am on April 4, 2025 in SANTA FE, NM 87501.

Get More Out of USPS Tracking:



USPS Tracking Plus®

**Delivered****Delivered, Individual Picked Up at Postal Facility**

SANTA FE, NM 87501

April 4, 2025, 7:59 am

[See All Tracking History](#)[What Do USPS Tracking Statuses Mean?](#)

LEGAL NOTICE
April 4, 2025

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
April 04, 2025
and ending with the issue dated
April 04, 2025.



Publisher

I have sworn and subscribed to before me this
th day of April 2025.



Business Manager

My commission expires
January 29, 2027

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 publication
has been made.

To: All affected parties, including all heirs, devisees, and successors of 1979 ROYALTIES LP; AARON JAMES CHILDRESS; ALAN JOCHIMSEN; AMARCO ENERGY LLC; AUGUST RESOURCES LTD.; BASCOM MITCHELL FAMILY P'SHIP LP; BECKHAM BYPASS TRUST UAD 01/19/2018; BECKHAM MARITAL TRUST UAD; BEN JAMN LLC; BIG THREE ENERGY GROUP LLC; BR2 HOLDINGS LLC; BRUCE C. MILLER; BTA OIL PRODUCERS; BURLINGTON RESOURCES OIL & GAS COMPANY LP; CAROL NOONAN; CAROLYN MICHELLE BECKHAM; CARY ANTHONY; CAYUGA ROYALTIES LLC; CORTEZ RESOURCES LLC; CRM 2018, LP; DIANE KAY MAGEE; DOORNOBS MINERAL PARTNERS LLC; EARNELL BECKHAM YOUNG; EG ENERGY LLC; ELIZABETH ANN BECKHAM SANDERS; EMIL MOSBACHER OIL AND GAS LLC; ENDEAVOR ENERGY RESOURCES LP; EOG RESOURCES INC.; EXILE ROYALTY COMPANY LLC; FEATHERSTONE DEVELOPMENT CORP.; GKT INVESTMENT PARTNERSHIP LTD.; HANSEN OIL PROPERTIES, L.P.; HED ENTERPRISES, LP; HENRY KEITH BECKHAM; HINKLE HOLDINGS LLC; HUNTER G. DAVIS; J&R JACKSON INVESTMENTS, LLC; JOE BOB JONES; JOE N. GIFFORD; JT CURTIS III LLC; KAREMONT PROPERTIES LLC; KWF ENTERPRISES, LP; LAUGHLIN BYPASS TRUST; LOGIC ENERGY HOLDINGS, LLC; MARBELLA DEVELOPMENT LP; MARILYN JEAN VAN PETTEN, TRUSTEE OF THE MARILYN VAN PETTEN REVOCABLE TRUST; MARK MCCLELLAN & PAULA MCCLELLAN; MARK WAYNE SMITH; MCCLELLAN OIL CORPORATION; MCMULLEN MINERALS II LP; MICHAEL A KULENGUSKI; MIKE PETRAITIS; MONTICELLO MINERALS LLC; MONTY BRAD BECKHAM; MRC ROYALTIES, LLC; MRC TORO, LLC; NATIONAL CHRISTIAN FOUNDATION REAL PROPERTY INC.; NEW MEXICO STATE LAND OFFICE; NEWKUMET LTD.; OFFICE OF NATURAL RESOURCES; OXY USA WTP LP; OXY Y-1 COMPANY; PANHANDLE PROPERTIES LLC; PARROT HEAD PROPERTIES LLC; PBEX LLC; PEGGY DENISE BECKHAM HANNA; PREVAIL ENERGY LLC; PRINTZ II, LLC; PROSPECTOR LLC; QUAIL CREEK ROYALTY LLC; RADO CAPITAL LLLP LIMITED PARTNERSHIP; REALEZA DEL SPEAR LP; ROBINSON FAMILY TRUST UDA NOVEMBER 20, 1989; ROSS & KANDACE MCCLELLAN; SANDIA MINERALS, LLC; SANDRA LAUGHLIN C/O BOKF, NA; SES INVESTMENTS LTD; SHARBRO ENERGY LLC; SHAWN BURCHARD 2019 TRUST; SHEEP MOUNTAIN LTD.; SITIO PERMIAN LP; STARCK FAMILY OIL & GAS, LLC; STATES ROYALTY LIMITED PARTNRS; SUSAN MARIE THOMA; TANK COUNTRY, LLC; TD MINERALS LLC; THE BEVERIDGE COMPANY; THE KIMBERLY BETH RANEY 2019 TRUST; THOMAS ANDERSON BECKHAM; TIBURON OIL & GAS, INC.; TK MINERALS LLC; TOC HOLDINGS LLC; TRACEY L. BREADNER; VIRGINIA R. HANSEN; WILLIAM ARTHUR CHALFANT, TTEE; WILLIAM D. PATTERSON; WINKLER LEA ROYALTY LP; XTO HOLDINGS LLC; ZIA ROYALTY, LLC; BUREAU OF LAND MANAGEMENT; ESTATE OF H.L. BROWN, JR.:

Application of Matador Production Company to Amend NMOC Order CTB-944-A administrative approval to surface commingle (pool and lease), as well as off-lease measure and off-lease storage, oil and gas production from the spacing units comprising E/2 W/2 and E/2 E/2 of Section 19, the E/2 W/2 and E/2 E/2 of Section 20, the W/2 W/2 of Sections 16 and 21, E/2 W/2 and W/2 E/2 of Sections 15 and 22, E/2 E/2 of Section 30, Lot 5 and NE/4 NE/4 of irregular Section 31, W/2 W/2 of Section 29, Lot 4 and NW/4 NW/4 of irregular Section 32, and all of Section 28 and irregular Section 33, Township 26 South, Range 36 East, Lea County, New Mexico (the "Lands"). Matador Production Company (OGRID No. 228937) ("Matador") seeks to amend Administrative Order CTB-944-A ("Order CTB-944-A"). Order CTB-944-A authorizes lease commingling, off-lease measurement, and off-lease storage at the Amen Corner State Com Central Tank Battery of production from all existing and future infill wells drilled in the following spacing units: (a) The 160-acre spacing unit comprised of the E/2 E/2 of Section 19, in the WC-025 G-09 42744; (b) The 160-acre spacing unit comprised of the E/2 W/2 of Section 19, in the WC-025 G-09 S263619C; Wolfcamp [98234] - currently dedicated to the Prizehog BWX State Com #1H (API. No. 30-025-42744); (c) The 160-acre spacing unit comprised of the E/2 W/2 of Section 20, in the WC-025 G-09 44111; (d) The 160-acre spacing unit comprised of the E/2 E/2 of Section 20, in the WC-025 G-09 42733; (e) The 160-acre spacing unit comprised of the W/2 W/2 of Sections 16 and 21, in the WC-025 G-09 44112; (f) The 320-acre spacing unit comprised of the E/2 W/2 and W/2 E/2 of Sections 15 and 22, in the WC-025 G-09 42545897; (g) The 640-acre spacing unit comprised of the E/2 W/2 and W/2 E/2 of Sections 15 and 22, in the WC-025 G-09 S263619C; Wolfcamp [98234] - currently dedicated to the Magnolia State Com 26 36 22 #125H (API. No. 30-025-44810); (h) The 233.75-acre spacing unit comprised of the W/2 W/2 of Section 28 and the NW/4 NW/4 and Lot 4 (W/2 NW/4 equivalent) of irregular Section 33, in the WC-025 G-09 S263619C; Wolfcamp [98234] - currently dedicated to the Azalea 26 36 28 State #111H (API. No. 30-025-44104) and Azalea 26 36 28 State #121Y (API. No. 30-025-44229); (i) Pursuant to 19.15.12.10.C(4)(g), future leases, pools or leases and pools connected to the Amen Corner State Com Central Tank Battery with notice provided only to the owners of interests to be added; (j) Pursuant to 19.15.12.10.C(4)(g), Matador now seeks to amend the terms of Order CTB-944-A to add to the terms of the order the production from all existing and future infill wells drilled in the following spacing unit: (a) The 233.74-acre spacing unit comprised of the E/2 W/2 of Section 28 and the NE/4 NW/4 and Lot 3 (E/2 NW/4 equivalent) of irregular Section 33, in the WC-025 G-08 S263620C; LWR Bone Spring [98150] - currently dedicated to the Azalea 26 36 28 State Com #72H (API. No. 30-025-52108) and Azalea 26 36 28 State Com #182H (API. No. 30-025-52110); (b) The 467.46-acre spacing unit comprised of the E/2 W/2 and W/2 E/2 of Section 28 and the NE/4 NW/4, NW/4 NE/4, and Lots 2 & 3 (E/2 NW/4 and W/2 NE/4 equivalent) of irregular Section 33, in the WC-025 G-09 S263619C; Wolfcamp [98234] - currently dedicated to the Azalea 26 36 28 State Com #104H (API. No. 30-025-49931), Azalea 26 36 28 State Com #123H (API. No. 30-025-49932) and Azalea 26 36 28 State Com #125H (API. No. 30-025-49590); (c) The 233.71-acre spacing unit comprised of the E/2 E/2 of Section 28 and the NE/4 NE/4 and Lot 1 (E/2 NE/4 equivalent) of irregular Section 33, in the WC-025 G-09 S263619C; Wolfcamp [98234] - currently dedicated to the Azalea 26 36 28 State Com #127H (API. No. 30-025-49933); (d) The 467.17-acre spacing unit 2 comprised of the E/2 E/2 of Section 30, W/2 W/2 of Section 29, NE/4 NE/4 and Lot 1 (E/2 NE/4 equivalent) of irregular Section 32, and the NW/4 NW/4 and Lot 4 (W/2 NW/4 equivalent) of irregular Section 33, in the WC-025 G-09 S263619C; Wolfcamp [98234] - currently dedicated to the S Big Oak Tree Fed Com 26 36 31 #128H (API. No. 30-025-49256); (e) Pursuant to 19.15.12.10.C(4)(g), future leases, pools or leases and pools connected to the Amen Corner State Com Central Tank Battery (located partially off lease in the S/2 SW/4 (Units M and N) of Section 22; additionally there are five satellite pads containing separators for certain of the wells that flow to the Amen Corner State Com Central Tank Battery: Azalea 8S Satellite TB (located on lease in the N/2 NW/4 of Section 28); Azalea 5S Satellite TB (located on lease in the NE/4 NW/4 of Section 28); Azalea CTB Satellite (located on lease in the NW/4 NW/4 of Section 28); Wildhog Satellite TB (located on lease in the NE/4 NW/4 of Section 19)) with notice provided only to the owner of interests to be added; Any objection to this application must be filed in writing within twenty days from date of publication with the New Mexico Oil Conservation Division, 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 David Johns, Matador Production Company, (972) 619-1259 or djohns@matadorresources.com. #00299771

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

APPLICATION FOR SURFACE COMMINGLING

SUBMITTED BY MATADOR PRODUCTION COMPANY

ORDER NO. PLC-1022

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. Matador Production Company ("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 stated that it intends to keep the oil and gas production from one or more group(s) of wells identified in Exhibit B segregated from the oil and gas production from all other wells prior to measuring that production with an allocation meter.
4. Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
5. Applicant provided notice of the Application to the Bureau of Land Management ("BLM") or New Mexico State Land Office ("NMSLO"), as applicable.
6. Applicant certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
7. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10 C.(4)(g) NMAC.
8. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease 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. This Order supersedes Order CTB-944-A.
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 allocation of oil and gas production to each group of wells identified in Exhibit B shall be determined by separating and metering the production from each group as described by Train in Exhibit B prior to commingling that production with production from any other well.
5. 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.
6. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
7. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8 B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8 E. NMAC.
8. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10 C.(2) NMAC.
9. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
10. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10 C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
11. 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.
12. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.

13. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
14. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



**ALBERT CHANG
DIRECTOR**

DATE: 9/2/2025

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **PLC-1022**

Operator: **Matador Production Company (228937)**

Central Tank Battery: **Amen Corner State Com Central Tank Battery**

Central Tank Battery Location: **UL M, N, Section 22, Township 26 South, Range 36 East**

Satellite Facility: **Azalea 8S Staellite Tank Battery**

Satellite Facility Location: **UL A, B, Section 28, Township 26 South, Range 36 East**

Satellite Facility: **Azalea 5S Satellite Tank Battery**

Satellite Facility Location: **UL C, Section 28, Township 26 South, Range 36 East**

Satellite Facility: **Azalea Central Tank Battery Satellite**

Satellite Facility Location: **UL D, Section 28, Township 26 South, Range 36 East**

Satellite Facility: **Wildhog Satellite Tank Battery**

Satellite Facility Location: **UL C, Section 20, Township 26 South, Range 36 East**

Satellite Facility: **Prizehog Satellite Tank Battery**

Satellite Facility Location: **UL C, Section 19, Township 26 South, Range 36 East**

Gas Title Transfer Meter Location: **UL M, N, Section 22, Township 26 South, Range 36 East**

Pools

Pool Name	Pool Code
WC-025 G-08 S263620C;LWR BONE SPRIN	98150
WC-025 G-09 S263619C;WOLFCAMP	98234

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Wolfcamp SLO 203631 PUN 1365780	E2W2	19-26S-36E
CA Wolfcamp SLO 203713 PUN 1369134	E2E2	19-26S-36E
CA Wolfcamp SLO 203613 PUN 1361752	E2W2	20-26S-36E
CA Wolfcamp SLO 203613 PUN 1361752	E2E2	20-26S-36E
CA Wolfcamp NMNM 105486923 (140150)	W2W2	16-26S-36E
	W2W2	21-26S-36E
CA Wolfcamp SLO 203908 PUN 1376691	W2E2, E2W2	15-26S-36E
	W2E2, E2W2	22-26S-36E
CA Wolfcamp SLO 203733 PUN 1369784	W2W2	28-26S-36E
	W2NW	33-26S-36E
CA Wolfcamp SLO 204347 PUN 1394051	E2E2	28-26S-36E
	E2NE	33-26S-36E
CA Wolfcamp SLO 204348 PUN 1394073	W2E2, E2W2	28-26S-36E
	W2E2, E2W2	33-26S-36E
CA Bone Spring SLO 205146 PUN 1408067	E2W2	28-26S-36E
	E2NW	33-26S-36E
CA Wolfcamp NMNM 105723004 (143670)	W2W2	29-26S-36E
	E2E2	30-26S-36E
	E2NE	31-26S-36E
	W2NW	32-26S-36E

CA Wolfcamp SLO 204287 PUN 1392619	W2W2	29-26S-36E
	E2E2	30-26S-36E
	E2NE	31-26S-36E
	W2NW	32-26S-36E

Wells				
Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-42744	PRIZEHOG BWZ STATE COM #001H	E2W2	19-26S-36E	98234
30-025-44111	PRIZEHOG BWZ STATE COM #002H	E2E2	19-26S-36E	98234
30-025-42733	WILDHOG BWX STATE COM #001H	E2W2	20-26S-36E	98234
30-025-44112	WILDHOG BWX STATE COM #002H	E2E2	20-26S-36E	98234
30-025-45897	CAMELLIA FEDERAL COM 26 36 21 #121H	W2W2	16-26S-36E	98234
		W2W2	21-26S-36E	
30-025-44810	MAGNOLIA 26 36 22 STATE COM #125H	W2E2, E2W2	15-26S-36E	98234
		W2E2, E2W2	22-26S-36E	
30-025-44104	AZALEA 26 36 28 STATE #111H	W2W2	28-26S-36E	98234
		W2NW	33-26S-36E	
30-025-44229	AZALEA 26 36 28 STATE #121Y	W2W2	28-26S-36E	98234
		W2NW	33-26S-36E	
30-025-52108	AZALEA 26 36 28 STATE COM #072H	E2W2	28-26S-36E	98150
		E2NW	33-26S-36E	
30-025-52110	AZALEA 26 36 28 STATE COM #182H	E2W2	28-26S-36E	98150
		E2NW	33-26S-36E	
30-025-49931	AZALEA 26 36 28 STATE COM #104H	W2E2, E2W2	28-26S-36E	98234
		W2NE, E2NW	33-26S-36E	
30-025-49932	AZALEA 26 36 28 STATE COM #123H	W2E2, E2W2	28-26S-36E	98234
		W2NE, E2NW	33-26S-36E	
30-025-49590	AZALEA 26 36 28 STATE COM #125H	W2E2, E2W2	28-26S-36E	98234
		W2NE, E2NW	33-26S-36E	
30-025-49933	AZALEA 26 36 28 STATE COM #127H	E2E2	28-26S-36E	98234
		E2NE	33-26S-36E	
30-025-49256	S BIG OAK TREE 26 36 31 FEDERAL COM #128H	W2W2	29-26S-36E	98234
		E2E2	30-26S-36E	
		E2NE	31-26S-36E	
		W2NW	32-26S-36E	

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit B

Order: PLC-1022
Operator: Matador Production Company (228937)

Wells				
Well API	Well Name	UL or Q/Q	S-T-R	Train
30-025-49256	S BIG OAK TREE 26 36 31 FEDERAL COM #128H	W2W2	29-26S-36E	A1
		E2E2	30-26S-36E	
		E2NE	31-26S-36E	
		W2NW	32-26S-36E	
30-025-45897	CAMELLIA FEDERAL COM 26 36 21 #121H	W2W2	16-26S-36E	A2
		W2W2	21-26S-36E	
30-025-52108	AZALEA 26 36 28 STATE COM #072H	E2W2	28-26S-36E	A3
		E2NW	33-26S-36E	
30-025-52110	AZALEA 26 36 28 STATE COM #182H	E2W2	28-26S-36E	A3
		E2NW	33-26S-36E	
30-025-49931	AZALEA 26 36 28 STATE COM #104H	W2E2, E2W2	28-26S-36E	A3
		W2NE, E2NW	33-26S-36E	
30-025-49932	AZALEA 26 36 28 STATE COM #123H	W2E2, E2W2	28-26S-36E	A3
		W2NE, E2NW	33-26S-36E	
30-025-49590	AZALEA 26 36 28 STATE COM #125H	W2E2, E2W2	28-26S-36E	A3
		W2NE, E2NW	33-26S-36E	
30-025-44104	AZALEA 26 36 28 STATE #111H	W2W2	28-26S-36E	A3
		W2NW	33-26S-36E	
30-025-44229	AZALEA 26 36 28 STATE #121Y	W2W2	28-26S-36E	A3
		W2NW	33-26S-36E	
30-025-49933	AZALEA 26 36 28 STATE COM #127H	E2E2	28-26S-36E	A3
		E2NE	33-26S-36E	
30-025-44810	MAGNOLIA 26 36 22 STATE COM #125H	W2E2, E2W2	15-26S-36E	A3
		W2E2, E2W2	22-26S-36E	
30-025-42744	PRIZEHOG BWZ STATE COM #001H	E2W2	19-26S-36E	A3
30-025-44111	PRIZEHOG BWZ STATE COM #002H	E2E2	19-26S-36E	A3
30-025-42733	WILDHOG BWX STATE COM #001H	E2W2	20-26S-36E	A3
30-025-44112	WILDHOG BWX STATE COM #002H	E2E2	20-26S-36E	A3

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

General Information
Phone: (505) 629-6116

Online Phone Directory
<https://www.emnrd.nm.gov/oed/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 450495

CONDITIONS

Operator: MATADOR PRODUCTION COMPANY One Lincoln Centre Dallas, TX 75240	OGRID: 228937
	Action Number: 450495
	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 .	9/5/2025