



TABLES

Table 1. Property Owners within 1 Mile of Big Still Facility

Map ID Number	Property Owner Name	Address	City	State	Zip Code	Lea County Parcel Numbers	Lea County UPC Numbers
1	Cerberus Land and Cattle Company, LLC	8849 LARSTON ST	HOUSTON	TX	77055	4000518810001	4203142294288
2	Daniel Baeza & Gricelda Baeza	7225 N MOCKINGBIRD LN	HOBBS	NM	88242-879	4000795920001	4203143232233, 4203143498229, 4203143993102, 4203143364995
3	Norman C. Case	26828 MAPLE VALLEY BLACK DIAMOND RD SE	MAPLE VALLEY	WA	98038-8309	4000516690001	4202141698395
4	Polly J. Crook & Duane R. Daley	8943 E PRINCESS DR	MESA	AZ	85207	4000794180001	4203143363167, 4203143999168, 4203143231167, 4203143363167, 4203143495165, 4203143232330, 4203143987365, 4203143232330, 4203143362344, 4203143494335
5	Ervin Ray Galloway	402 PECOS RIVER DR	CARLSBAD	NM	88220	4000761050001	4202142173364
6	Rex L. Harelson	636 W MANHATTON DR	TEMPE	AZ	85282	4000517390001	4203143340169, 4203143165168, 4203143297343, 4203143428340
7	High Roller Enterprises, LLC	1008 SOUTHVIEW CIR	CENTER	TX	75935	4000794190001	4203143100234, 4203143364233, 4203143229103, 4203143495996
8	James H Moomaw Revocable Trustee	PO BOX 206 20355 N OLD HIGHWAY RD	PLYMOUTH	UT	84330	4000796360001	4203143297168, 4203143431164, 4203143328373, 4203143162380
9	Quail Ranch, LLC	PO BOX 2197	HOUSTON	TX	77252-2197	4000517900014, 4000517870005, 4000517900007, 4000517900008, 4000517910008, 4000517900006, 4000517910004, 4000517870002, 4000517910003, 4000517910007, 4000517890015, 4000517890014, 4000517180001, 4000788210002, 4000518590001	4202144398265, 4204143315302, 4203143263400, 4203143518272, 4202143310265, 4204143315302, 4204142135333, 4202142106392, 4203142664702, 4204142310221, 4203141135400, 4204141136399, 4202141294247, 4203141397265, 4204142136465, 4202142660110, 4202142207280
10	William Arthur Smith & W.G. White, Jr.	PO BOX 902	SULPHUR SPRINGS	TX	75483	4000518440001	4202142198107
11	State of New Mexico	P.O. Box 1148	Santa Fe	NM	87504	N/A	4202144134267, 4203144266266, 4204144310222, 4202143134267, 4204143133135, 4202142398267, 4202142398267, 4203142198690, 4202141228191
12	Striker 4 OpCo, LLC C/O Waste Connections US, Inc.	3 WATERWAY SQUARE PL STE 110	THE WOODLANDS	TX	77380-3488	4960502090234	4203142275434
13	Tara Marie Weldon & Sharon Kowalik	160 7TH AVE SE	MILACA	MIN	56353	4000794170001	4203143428234, 4203143345235, 4203143166234, 4203143298233, 4203143428234, 4203143298100, 4203143334103, 4203143165102, 4203143298100, 4203143429100

Table 2. Active NMOSE-Registered Wells within One-Mile of Proposed Facility

Moonshine Big Still Surface Waste Treatment Facility - Lea County

NMOSE File Number (POD)	Easting	Northing	Date Installed	Well Use/ Purpose	Depth of Well (ft bgs)	Depth to Water (ft bgs)	Estimated Production (gpm)	Distance from Facility (feet)
C 04737 POD1	647829	3563471	4/28/2023	MON	250			1829
C 04682	649349	3562622	1/18/2023	DOL	290	180	3	3898
C 04874 POD26	648829	3561679		POL	35			5147
C 04874 POD25	648829	3561676		POL	35			5159
C 04874 POD1	648827	3561672		POL	33			5169
C 04738 POD5	648818	3561667		EXP				5172
C 04738 POD10	648811	3561663		EXP				5179
C 04874 POD28	648840	3561672		POL	55			5183
C 04874 POD5	648816	3561663		POL	33			5183
C 04874 POD4	648822	3561665		POL	33			5186
C 04874 POD7	648814	3561661		POL	33			5188
C 04874 POD2	648827	3561666		POL	33			5188
C 04738 POD7	648818	3561662		EXP				5189
C 04874 POD27	648838	3561669		POL	55			5189
C 04738 POD1	648817	3561661		EXP				5192
C 04874 POD3	648831	3561666		POL	33			5193
C 04874 POD20	648835	3561666		POL	45			5195
C 04738 POD8	648825	3561662		EXP				5196
C 04874 POD11	648813	3561658		POL	33			5197
C 04874 POD9	648819	3561659		POL	33			5199
C 04874 POD8	648824	3561661		POL	33			5199
C 04738 POD4	648810	3561655		EXP				5202
C 04874 POD22	648817	3561657		POL	45			5204
C 04874 POD21	648828	3561659		POL	45			5208
C 04874 POD6	648837	3561663		POL	33			5209
C 04874 POD13	648819	3561655		POL	33			5211
C 04645 POD1	648814	3561653		EXP				5211
C 04874 POD10	648831	3561659		POL	33			5212
C 04805 POD1	648820	3561655	3/7/2024	MON	45			5212
C 04874 POD15	648814	3561652		POL	33			5215
C 04874 POD23	648820	3561654		POL	45			5215
C 04805 POD4	648825	3561656	3/12/2024	MON	45			5216
C 04738 POD2	648824	3561655		EXP				5216
C 04874 POD24	648825	3561654		POL	33			5220
C 04738 POD6	648832	3561656		EXP				5221
C 04805 POD3	648820	3561652	3/13/2024	MON	50			5222
C 04874 POD12	648837	3561658		POL	33			5223
C 04874 POD17	648819	3561651		POL	33			5224
C 04874 POD14	648831	3561655		POL	33			5224
C 04738 POD3	648818	3561650		EXP				5226
C 04805 POD2	648825	3561652	3/7/2024	MON	45			5227
C 04874 POD18	648825	3561650		POL	33			5235
C 04738 POD9	648826	3561650		EXP				5236
C 04874 POD16	648835	3561653		POL	33			5237
C 04874 POD29	648838	3561652		POL	30			5241
C 04874 POD19	648831	3561650		POL	33			5242
C 04874 POD30	648842	3561649		POL	30			5256
C 04042 POD1	648539	3561545	12/20/2017	MON				5334
C 04042 POD2	648549	3561545		MON				5339

Well Coordinates are UTM Zone 13N, NAD83 Datum

ft bgs: feet below ground surface

ft amsl: feet above mean sea level

gpm: gallons per minute

Well Use Legend:

DOL: Domestic & Livestock

POL: Pollution Control Well

SAN: Sanitary/Domestic

MON: Monitoring

EXP: Exploratory Well



APPENDIX A
MANAGER'S CERTIFICATION

MOONSHINE ENERGY, LLC
MANAGERS' CERTIFICATE

January 13, 2025


The undersigned, as all the Managers of Moonshine Energy, LLC, a Texas limited liability company ("**Moonshine**" or "**Company**"), do hereby certify on behalf of Moonshine in such capacities and not in their individual capacities as follows:

We, Mike McCurdy, Sarah Presley, and Calvin Brown, are the duly appointed Managers of Moonshine, and as such, we have custody of the books and records of the Company; and

Attached hereto as Exhibit A is a true and correct copy of the resolutions adopted by the Joint Unanimous Written Consent of the Managers and Members of the Company effective as of January 1, 2025, which, as of the date hereof, are in full force and effect and have not been amended, revoked, or repealed.

The foregoing certification is made and delivered as of the date first written above.

Moonshine Energy, LLC

By: 

Mike McCurdy, Manager

By: 

Sarah Presley, Manager

By: 

Calvin Brown, Manager

BEING ALL THE MANAGERS OF
MOONSHINE ENERGY, LLC

Exhibit A

[please see attached]

**JOINT UNANIMOUS WRITTEN CONSENT OF ALL THE MANAGERS AND
MEMBERS OF MOONSHINE ENERGY, LLC**

The undersigned, constituting all the managers (the “**Managers**”) and all the members (the “**Members**”) of Moonshine Energy, LLC, a Texas limited liability company (the “**Company**”), acting without a meeting as authorized by the Texas Business Organizations Code, do hereby execute this written consent (this “**Consent**”) to adopt the below resolutions effective as of January 1, 2025 (the “**Effective Date**”):

Relating to the Members and Ownership

RESOLVED, that the undersigned, hereby confirm that as of the Effective Date, the Company is owned by the following individuals in the stated percentages:

<u>Name</u>	<u>Ownership Interest</u>
Mike McCurdy	33 & 1/3%
Sarah Presley	33 & 1/3%
Calvin Brown	33 & 1/3%

Relating to the Managers

RESOLVED, that the undersigned, being all the Members of the Company, hereby affirm the appointment of each of Mike McCurdy, Sarah Presley and Calvin Brown to serve as the Managers of the Company until their successors are chosen and qualified or until their respective earlier deaths, resignations, retirements, disqualifications or removals from office.

RESOLVED FURTHER, that the undersigned, being all the Managers of the Company, agree to serve as Managers of the Company until their successors are chosen and qualified or until their respective earlier deaths, resignations, retirements, disqualifications or removals from office.

Relating to Books and Records

RESOLVED, that each of the Managers of the Company (each, an “**Authorized Person**”) is hereby severally authorized and directed to procure all necessary books and records of the Company.

Relating to Registered Office; Registered Agent; Qualification

RESOLVED, that the designations of the Company in its certificate of formation on file with the Secretary of State of Texas is affirmed, ratified, and confirmed as the Company's registered office and registered agent in the State of Texas.

RESOLVED FURTHER, that Registered Agents, Inc., having its registered office at 1209 Mountain Road Pl NE, Ste R, Albuquerque, NM 87110 is affirmed, ratified, and confirmed as the Company's registered office and registered agent in the State of New Mexico.

RESOLVED FURTHER, that, for purposes of authorizing the Company to do business in any state, territory or dependency of the United States or any foreign country in which it is necessary or expedient for the Company to transact business, each of the Authorized Persons is hereby severally authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices, and to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the Company to transact business therein, and, whenever it is expedient for the Company to cease doing business therein and withdraw therefrom, to revoke any appointment of agent or attorney for service of process, and to file such certificates, reports, revocations of appointment or surrender of authority of the Company to do business in any such state, territory, dependency or country.

Relating to Depositary Resolutions

RESOLVED, that each of the Authorized Persons is hereby severally authorized, in the name and on behalf of the Company, to establish accounts with such financial institutions located in such cities and states as each, in his sole and absolute discretion, shall deem necessary or desirable, and that such accounts be established in accordance with and governed by the general rules and regulations of such financial institutions.

RESOLVED FURTHER, that the Managers hereby approve and adopt any and all additional resolutions required by any such financial institution to facilitate the establishment of such accounts.

RESOLVED FURTHER, that each of the Authorized Persons is hereby severally authorized to certify to any such financial institution that the resolutions in the particular form required by such financial institution were duly adopted and approved by the Managers on the date of this instrument, or any date subsequent thereto, and are hereby instructed to retain a copy of such resolutions in the permanent records of the Company.

Relating to Further Authorization and Ratification of Prior Actions

RESOLVED, that each of the Authorized Persons is hereby severally authorized and directed to take or to cause to be taken all such further action and to sign, execute, acknowledge, certify, deliver, accept, record and file all such further instruments, in the name and on behalf of the Company, as in his judgment shall be necessary, desirable or advisable in order to carry out the intent, and to accomplish the purposes, of the foregoing resolutions.

RESOLVED FURTHER, that all actions heretofore taken by each of the Authorized Persons in connection with the foregoing matters are hereby approved, ratified and confirmed in all respects.

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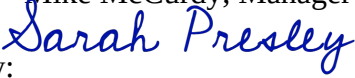
IN WITNESS WHEREOF, the undersigned has executed this Consent effective as of the date first set forth above.

COMPANY:

Moonshine Energy, LLC

By:  _____

Mike McCurdy, Manager

By:  _____

Sarah Presley, Manager

By:  _____

Calvin Brown, Manager

**BEING ALL THE MANAGERS OF THE
COMPANY**

MEMBERS:



Mike McCurdy, Individually



Sarah Presley, Individually



Calvin Brown, Individually

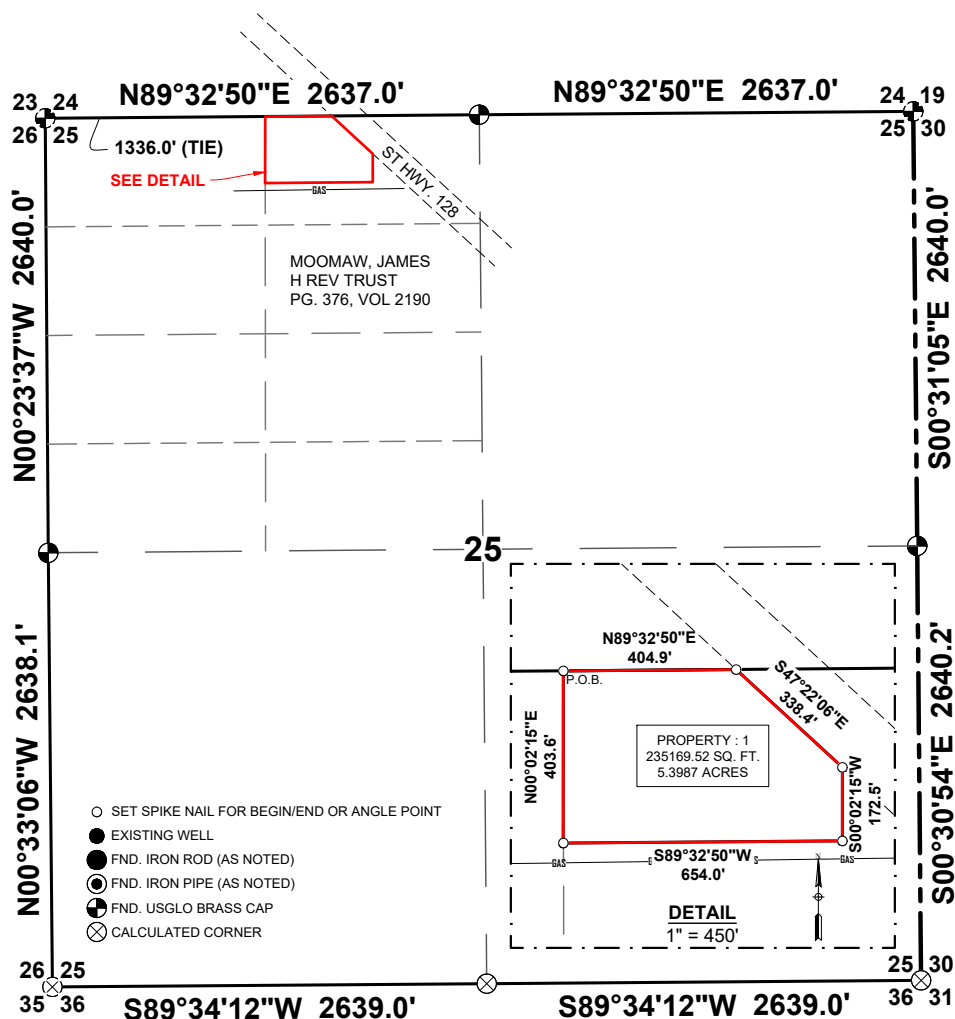
**BEING ALL THE MEMBERS OF THE
COMPANY**

APPENDIX B
SURVEY PLAT MAP & PROPERTY LEASE



Souder, Miller & Associates

**SECTION 25, TOWNSHIP 24 SOUTH, RANGE 34 EAST, N.M.P.M.,
LEA COUNTY, NEW MEXICO**



DESCRIPTION

DESCRIPTION OF A 5.3987 ACRE TRACT OF LAND SITUATED IN SECTION 25, TOWNSHIP 24 SOUTH, RANGE 34 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT N.(Y) 435849.3' - E.(X) 821825.9', A ONE-HALF INCH IRON ROD WITH RED PLASTIC CAP MARKED "NM 27177" (RPC), SET FOR THE NORTHWEST CORNER HEREOF, WHICH LIES N.89°32'50"E., 1336.0 FEET FROM AN U.S. GLO BRASS CAP, FOUND AND ACCEPTED AS THE NORTHWEST CORNER OF SAID SECTION 25;

THENCE N.89°32'50"E., 404.9 FEET TO A RPC, SET FOR THE NORTHEAST CORNER HEREOF;

THENCE S.47°22'06"E., 338.4 FEET TO A RPC, SET FOR AND EXTERIOR CORNER HEREOF;

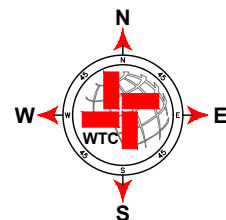
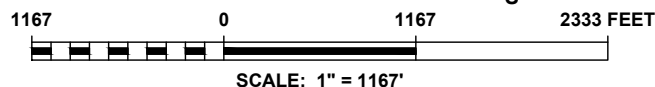
THENCE S.00°02'15"W., 172.5 FEET TO A RPC, SET FOR THE SOUTHEAST CORNER HEREOF;

THENCE S.89°32'50"W., 654.0 FEET TO A RPC, SET FOR THE SOUTHWEST CORNER HEREOF;

THENCE N.00°02'15"E., 403.6 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.3987 ACRES OF LAND.

NOTES:

BASIS OF BEARING, COORDINATES, AND DISTANCES ARE A TRANSVERSE MERCATOR PROJECTION OF THE NEW MEXICO STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83, BASED ON VRS NETWORK STATION VRS NMJL 1219 AT N=-404591.616' - E=894615.851', WITH A CONVERGENCE ANGLE OF 00°36'23.32" AND A COMBINED SCALE FACTOR OF 0.999910407



I, JAMES C. TOMPKINS, NEW MEXICO PROFESSIONAL SURVEYOR NO. 27177, DO HEREBY CERTIFY THAT THIS PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

[Signature of James C. Tompkins]

JAMES C. TOMPKINS, N.M. P.L.S.

09/08/2023

No. 27177

SURVEY DATE: 09/08/2023

JOB NO.: WTC56106

DRAFT: RM

SHEET: 01 OF 01

MOONSHINE ENERGY

M3 LOCATION

A PROPOSED 5.3987 ACRE TRACT OF LAND
SITUATED IN SEC. 25, T-24-S, R-34-E, N.M.P.M.,
LEA COUNTY, NEW MEXICO



W T C, INC.
405 S.W. 1st Street
Andrews, TX 79714
(432) 523-2181

SURFACE LEASE AGREEMENT

STATE OF NEW MEXICO }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LEA }

THIS SURFACE LEASE AGREEMENT (this “**Agreement**”) dated effective as of the 1st day of August 2024 (the “**Effective Date**”) is by and between the James H. Moomaw Trust, whose address is P.O. Box 341, Tremonton UT, (“**Lessor**”), and Moonshine Energy, LLC, a Texas limited liability company, whose address is 405 N Marienfeld, Suite 200, Midland, Texas 79701 (“**Lessee**”). Lessee and Lessor are sometimes individually referred to herein as a “**Party**” and collectively referred to herein as, the “**Parties**.”

RECITALS:

A. Lessor is the owner of the surface estate of the land situated in **Lea County, New Mexico** and further described hereinbelow (collectively the “**Property**”):

Approximately the north 5.3987 acres of land, more or less, out of 9.02 acres situated southwest of NM Hwy 128 being in the NE/4 of the NW/4 of Section 25, T24S, R34E of Lea County, New Mexico, being owned by the James H. Moomaw Trust, recorded in Volume 2190, Page 376, OPR of Lea County, New Mexico and further described on the attached Exhibit “A”;

B. Lessor is willing to allow Lessee to lease approximately (5.3987) acres of the Property, as provided for on Exhibit A, attached hereto, for its operations (the “**Leased Premises**”) Lessee wishes to utilize the Leased Premises in its energy services business, including, without limitation, the installation of frac tanks and moving hydrocarbons in and out of the location.

C. Lessor is agreeable to such use and operation by Lessee, subject to the following terms, conditions, and provisions.

NOW, THEREFORE, for and in consideration of the rentals payable by Lessee hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

ARTICLE I
LEASE AND OTHER COVENANTS.

1.1 Lessor hereby GRANTS, LEASES and LETS the Leased Premises exclusively to Lessee, for: (a) the construction, installation and use of equipment and improvements related to its energy services business (the “**Facilities**”); and (b) the use and operation of the Facilities during the Term. Notwithstanding anything to the contrary herein, the Facilities shall not be considered fixtures and

will remain the personal property of Lessee. Lessor further grants Lessee ingress and egress over and across the Property to access the Leased Premises and operation of the Facilities.

- 1.2 The Facilities will be used for placement of above ground storage tanks and Lessor acknowledges and agrees that Lessee will have the right to contract with third parties to use the Facilities in conjunction with its business.
- 1.4 During the term of this Agreement, Lessee shall have the exclusive right to possession and use of the Facilities and Leased Premises as described.
- 1.5 During the Term of this Agreement, Lessee will procure and pay for all permits, licenses, certificates, clearances, approvals, authorizations, variances or consents of any governmental authority, department or agency, including all amendments thereto and replacements thereof, associated with this Agreement and Lessee's construction, installation, use and operation of the Facilities, and shall conduct all operations in compliance with all applicable statutes, rules, regulations, and ordinances of governmental authorities having jurisdiction over the same.
- 1.6 At all times during the term of this Lease and for the thirty (30) days following the termination of the Lease, Lessee shall maintain a general liability insurance policy including coverage for damages to real property in a minimum per-occurrence coverage amount of one million dollars (\$1,000,000.00).

ARTICLE II

TERM.

- 2.1 Subject to the terms and conditions herein, this Agreement shall be for a term of five (5) years from and after the Effective Date (hereinafter called "**Primary Term**"), and will renew thereafter for additional, successive one (1) year terms (each a "**Renewal Term**") upon Lessor's receipt of written notice on or before the expiration of the Primary Term or any subsequent Renewal Term, unless earlier terminated in accordance with this Agreement (the Primary Term, collectively with any subsequent Renewal Terms, the "**Term**"). Upon termination of this Agreement, Lessee shall retain all right, title and interest in and to the Facilities and will remove the Facilities from the Leased Premises.
- 2.3 Upon the termination of this Agreement under any provision hereof or otherwise, Lessee will, within thirty (30) days of the date of termination of the Term, remove or cause the removal of Lessee's Facilities and equipment from the Leased Premises.

ARTICLE III

RENT

- 3.1 In exchange for the Leased Premises, Lessee shall pay to Lessor Ten Thousand and No/100 Dollars (\$10,000.00) as rent for the first year, payable monthly in advance of \$833.33 and Ten Thousand and No/100 Dollars (\$10,000.00) for each subsequent year of the Primary Term and an additional

Ten Thousand and No/100 Dollars (\$10,000.00) for any Renewal Term or Terms (collectively, the "Rent"). (see 5.11)

ARTICLE IV
REPRESENTATIONS, WARRANTIES,
AND INDEMNITIES.

- 4.1 Lessor warrants title to the Leased Premises by, through and under Lessor, but not otherwise. Lessor represents and warrants to Lessee that Lessor has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby.
- 4.2 **LESSEE WILL INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR, ITS OFFICERS, TRUSTEES, AGENTS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, ACTIONS, PROCEEDINGS, LIABILITIES OR LOSSES OF WHATSOEVER NATURE (INCLUDING REASONABLE ATTORNEYS' FEES) FOR ANY INJURY TO OR DEATH OF PERSONS OR FOR DAMAGE OR LOSS TO PROPERTY OF LESSOR, LESSEE OR A THIRD PARTY (INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL DAMAGE TO THE SURFACE AND SUBSURFACE CAUSED SOLELY BY LESSEE'S OPERATION OF THE FACILITIES DURING THE TERM BUT NOT OTHERWISE) ARISING OUT OF LESSEE'S OPERATIONS ON THE LEASED PREMISES OR THE PERFORMANCE OF THIS AGREEMENT BY LESSEE OR ITS AGENTS OR REPRESENTATIVES. LESSEE WILL, ON LESSOR'S REQUEST, DEFEND ANY ACTION, CLAIM OR SUIT ASSERTING A CLAIM COVERED BY THIS SECTION 4.4. LESSEE'S INDEMNIFICATION OBLIGATION UNDER THIS SECTION SHALL CONTINUE UNTIL THE EXPIRY OF SIX MONTH'S AFTER THE END OF ANY STATUTE OF LIMITATIONS FOR A CAUSE OF ACTION OR CLAIM THAT WOULD REQUIRE INDEMNITY UNDER THIS PROVISION.**

ARTICLE V
MISCELLANEOUS.

- 5.1 During the term of the Lease and the period described in Section 2.1, Lessee shall be able to use, at no additional charge over the Rent, any roads, locations, pipelines, and electricity lines currently located on the Property to access the Leased Premises and operate the Facilities. Lessee shall be responsible for the repair of any damages to said roads, pipelines, and electricity lines damaged by the act or omission of Lessee.
- 5.2 This Agreement shall be subject to all valid and applicable orders, rules and regulations of any duly constituted state or federal regulatory body having jurisdiction over the matters set forth herein.
- 5.3 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never compromised a part

hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, there shall be added automatically, as part of this Agreement, a provision as similar in terms and substance to such illegal, invalid, or unenforceable provision as may be possible and legal, valid, and enforceable.

- 5.4 This Agreement (including all Exhibits attached hereto) contains the entire agreement of the Parties and supersedes and replaces any oral or written communication heretofore made between the Parties relating to the subject matter hereof. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision hereof (whether or not similar) nor will such waiver constitute a continuing waiver. Any amendments or changes hereto must be made in writing and must be executed and acknowledged by the Parties.
- 5.5 This Lease shall not be assignable by either Party without the written permission of the other Party.
- 5.6 This Agreement shall be governed by and construed in accordance with laws of the State of New Mexico, with venue being in Lea County, New Mexico. The prevailing Party in any dispute regarding this Agreement shall be entitled to recover from the other Party all its out-of-pocket expenses including, without limitation, all actual and reasonable attorneys' fees, incurred in prosecuting or defending its position.
- 5.7 The Parties acknowledge and represent that they have been afforded an opportunity to consider this Agreement and the terms and conditions set forth herein, and that they have read and now understand the terms of this Agreement, and that they have consulted with counsel of their choosing prior to executing this Agreement. Each Party acknowledges that it has participated in the negotiation of this Agreement, and no provision of this Agreement may be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated or drafted such provision.
- 5.8 All notices, instructions, payments, and other communications provided for herein shall be deemed delivered or given to the appropriate Party as specified below upon hand delivery or upon deposit of the same in the United States mail, in a postage pre-paid wrapper, addressed as follows:

If to Lessor:

James H. Moomaw, Trust
James H. Moomaw, Trustee
P.O. Box341
Tremonton UT 84337

If to Lessee:

Moonshine Energy, LLC
405 N Marienfeld, Suite 200
Midland, Texas 79701
Mike McCurdy, President

- 5.9 This Agreement shall not be filed in any public record. In lieu of filing this Agreement for record, Lessor and Lessee agree that a memorandum of this Agreement making appropriate references hereto shall be filed for record in the county wherein the Leased Premises are located. In the event of any conflict between recitations contained in such memorandum and those contained herein, the provisions of this Agreement shall control.
- 5.10 This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes.
- 5.11 This Agreement is expressly subject to and conditioned upon Lessee obtaining the necessary operating permits from the State of New Mexico and regulatory agencies prior to any rental payments being delivered to Lessor. Should Lessee not receive the necessary operating permits for this intended use and operation, then this Surface Lease Agreement shall become null and void, releasing all parties from this agreement.

SIGNED this 31 day of AUGUST, 2024 but effective for all purpose as of the Effective Date.

LESSOR:

James H. Moomaw, Trust

By: James H. Moomaw

Print: James H. Moomaw

Its: Trustee

Signature Page and Exhibit follow

EXECUTED as set forth in the acknowledgment below, but delivered and effective as of the Effective Date.

LESSEE:

MOONSHINE ENERGY, LLC,
a limited liability company

By:  _____

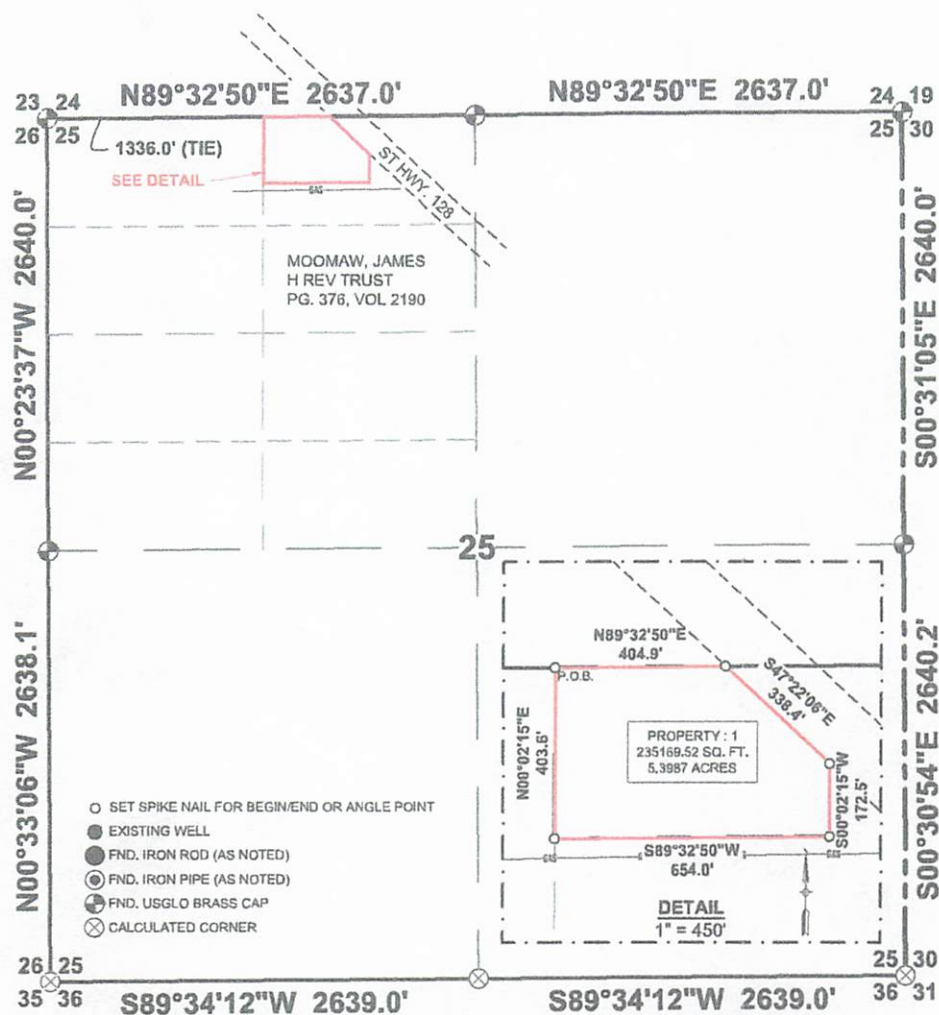
Print: Mike McCurdy _____

Its: President _____

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Exhibit follow

**SECTION 25, TOWNSHIP 24 SOUTH, RANGE 34 EAST, N.M.P.M.,
LEA COUNTY, NEW MEXICO**



DESCRIPTION

DESCRIPTION OF A 5.3987 ACRE TRACT OF LAND SITUATED IN SECTION 25, TOWNSHIP 24 SOUTH, RANGE 34 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT N.(Y) 435849.3' - E.(X) 821825.9', A ONE-HALF INCH IRON ROD WITH RED PLASTIC CAP MARKED "NM 27177" (RPC), SET FOR THE NORTHWEST CORNER HEREOF, WHICH LIES N.89°32'50"E., 1336.0 FEET FROM AN U.S. GLO BRASS CAP, FOUND AND ACCEPTED AS THE NORTHWEST CORNER OF SAID SECTION 25;

THENCE N.89°32'50"E., 404.9 FEET TO A RPC, SET FOR THE NORTHEAST CORNER HEREOF;

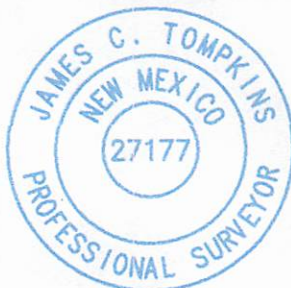
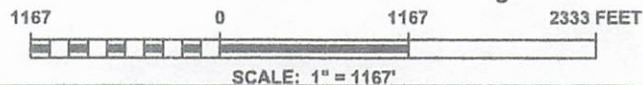
THENCE S.47°22'06"E., 338.4 FEET TO A RPC, SET FOR AND EXTERIOR CORNER HEREOF;

THENCE S.00°02'15"W., 172.5 FEET TO A RPC, SET FOR THE SOUTHEAST CORNER HEREOF;

THENCE S.89°32'50"W., 654.0 FEET TO A RPC, SET FOR THE SOUTHWEST CORNER HEREOF;

THENCE N.00°02'15"E., 403.6 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.3987 ACRES OF LAND.

NOTES:
BASIS OF BEARING, COORDINATES, AND DISTANCES ARE A TRANSVERSE MERCATOR PROJECTION OF THE NEW MEXICO STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83, BASED ON VRS NETWORK STATION VRS NMJL 1219 AT N=404591.616' - E.=894515.851', WITH A CONVERGENCE ANGLE OF 00°36'23.32" AND A COMBINED SCALE FACTOR OF 0.999910407



I, JAMES C. TOMPKINS, NEW MEXICO PROFESSIONAL SURVEYOR NO. 27177, DO HEREBY CERTIFY THAT THIS PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

[Signature]
JAMES C. TOMPKINS, N.M. P.L.S.

09/08/2023

No.27177

SURVEY DATE: 09/08/2023

JOB NO.: WTC59106

DRAFT: RM

SHEET: 01 OF 01

MOONSHINE ENERGY

M3 LOCATION
A PROPOSED 5.3987 ACRE TRACT OF LAND
SITUATED IN SEC. 25, T-24-S, R-34-E, N.M.P.M.,
LEA COUNTY, NEW MEXICO



WTC, INC.
405 S.W. 1st Street
Andrews, TX 79714
(432) 523-2181

APPENDIX C
FACILITY ENGINEERING DRAWINGS

MOONSHINE ENERGY BIG STILL FACILITY C137 OIL TREATMENT PERMITTING LEA COUNTY, NEW MEXICO

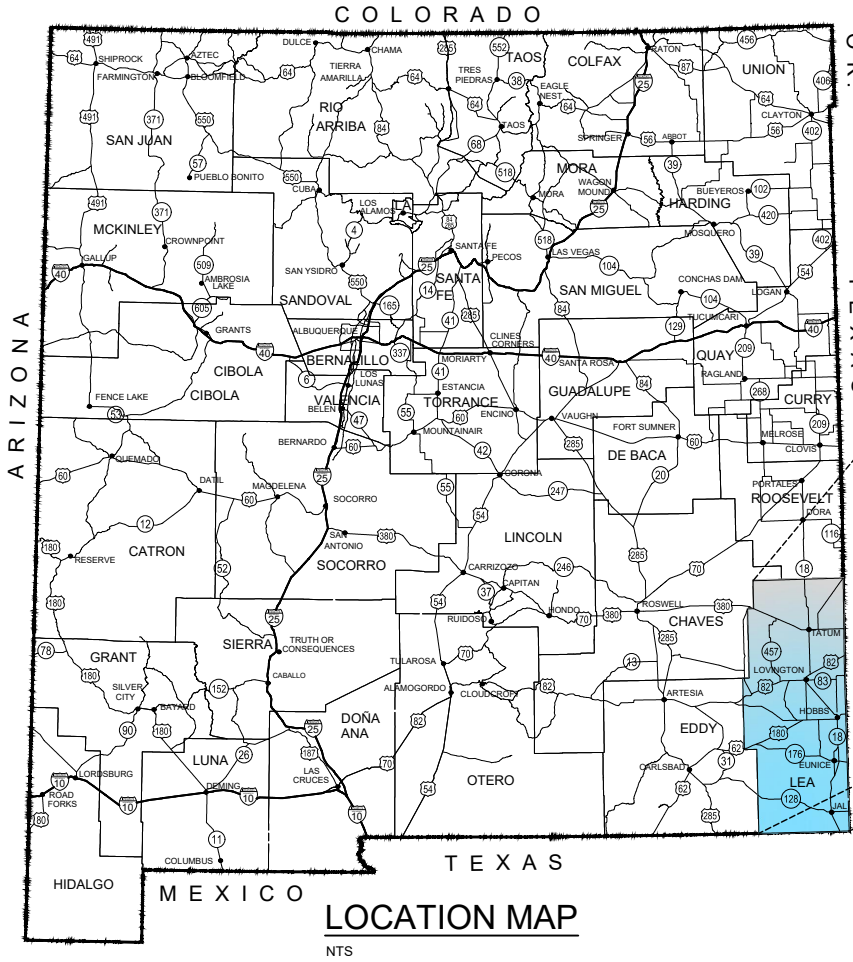
January 2025

PROJECT DESCRIPTION:
DESIGN PLANSET FOR A PROPOSED OIL TREATMENT FACILITY TO ALLOW
FOR PROCESSING OF TANK BOTTOMS, PRODUCED WATER, OR OTHER
HYDROCARBONS FROM OIL AND GAS OPERATIONS TO SEPARATE USABLE
HYDROCARBON MATERIAL FOR SALE AND REFINEMENT.



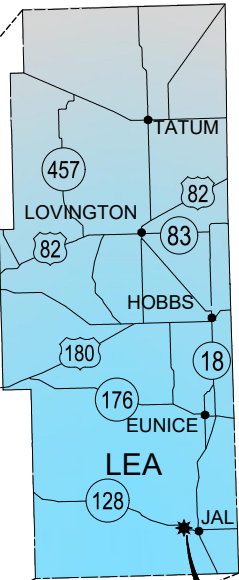
PROJECT LOCATION MAP

1" = 20,000'



LOCATION MAP

NTS



VICINITY MAP

NTS

PROJECT LOCATION

NTS

DRAWING INDEX

SHEET NO.	SHEET TITLE
G-1	COVER SHEET AND DRAWING INDEX
C-1	EXISTING SITE PLAN
C-2	SITE PLAN
C-3	SITE GRADING PLAN
DT-1	FRAC TANK CONTAINMENT DIAGRAM
DT-2	S.W.T.B CONTAINMENT DIAGRAM AND BERM DETAIL

THESE DETAILED PLANS AND SPECIFICATIONS WERE PREPARED UNDER MY
DIRECTION AND SUPERVISION ON BEHALF OF SOUDER, MILLER & ASSOCIATES.

Stephanie Hinds

STEPHANIE HINDS, P.E.
PROJECT MANAGER

4-18-25

DATE

THE SEAL AND SIGNATURE OF THE PROFESSIONAL REGISTRANT IDENTIFIED
ON THIS COVER SHEET DOES NOT SUGGEST RESPONSIBLE CHARGE FOR ALL
SHEETS CONTAINED WITHIN THIS PACKAGE; PLAN SHEETS NOT SIGNED AND
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IDENTIFIED ON THIS COVER SHEET. PLEASE REFER TO PROFESSIONAL
REGISTRANTS IDENTIFIED ON INDIVIDUAL PLAN SHEETS.

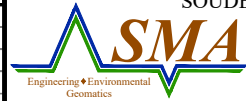
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PROPERTY BOUNDARY
WITH FENCING

EXISTING SITE PLAN

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BIG STILL FACILITY

C137 OIL TREATMENT PERMITTING

LEA COUNTY, NEW MEXICO

EXISTING SITE PLAN



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Designed SH	Drawn AAV	Checked SAM
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Date: January 2025

Scale: Horiz: 1" = 50'
Vert:

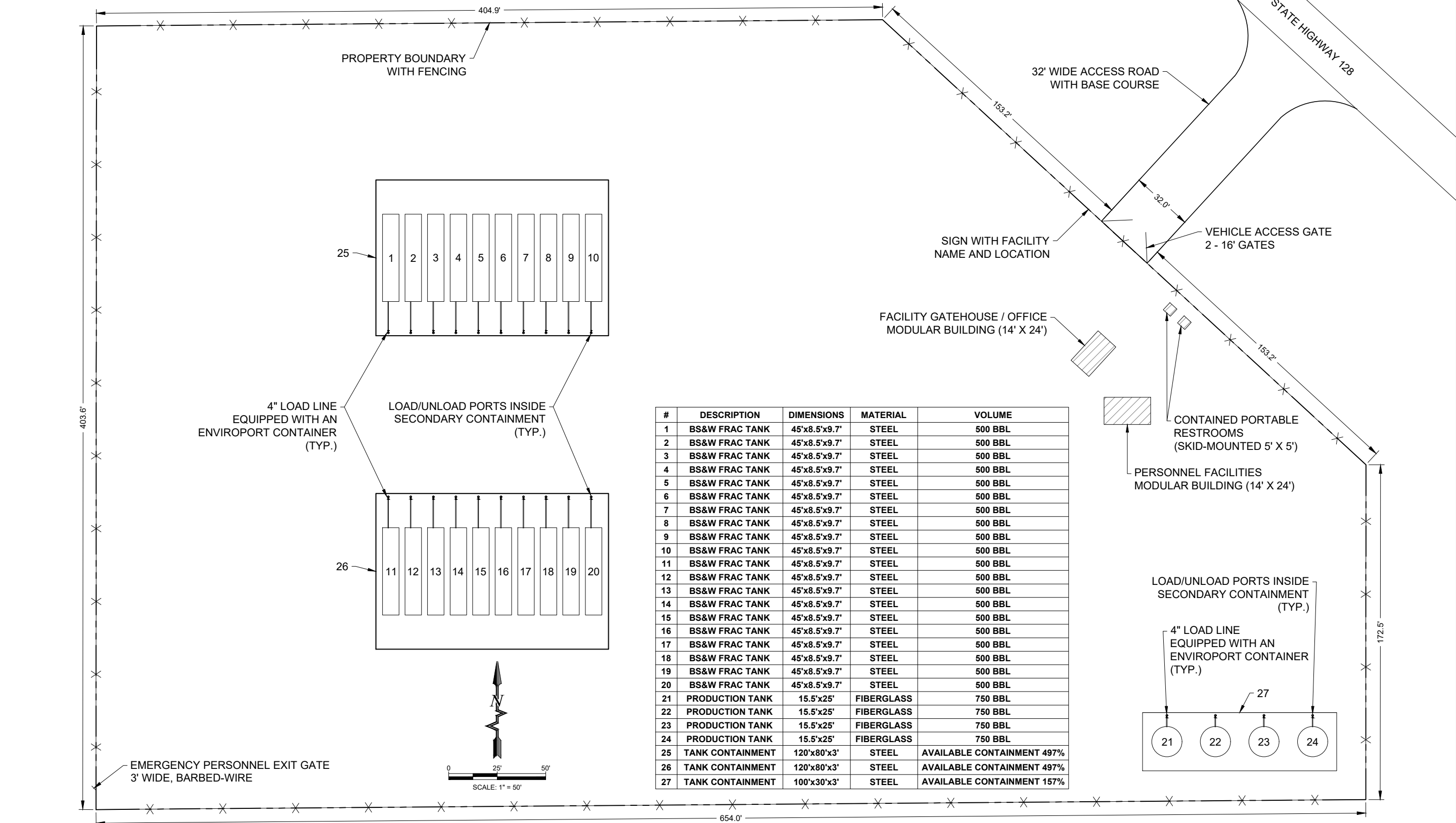
Project No: 5E3797

Sheet: C 1

C-1

- GENERAL NOTES AND RECOMMENDATIONS:
1. OWNER/OPERATOR SHALL MEET THE REQUIREMENT OF 40 CFR 112 REGULATIONS FOR OIL POLLUTION PREVENTION.
 2. INSTALL VISIBLE WARNING SIGN IN THE DESIGNATED LOADING/UNLOADING AREA INSTRUCTING THE DRIVERS TO FULLY DISCONNECT PRIOR TO DEPARTURE.
 3. ALL OIL STORAGE EQUIPMENT SHALL BE COMPATIBLE WITH CONTENTS STORED AND MEET APPLICABLE UL-142 STANDARDS, NFPA-30, 2-3, 3.3 STANDARDS, AND STI CONSTRUCTION STANDARDS.
 4. ABOVE-GROUND PIPING: PROPERLY DESIGN PIPE SUPPORTS TO MINIMIZE ABRASION AND CORROSION AND ALLOW FOR EXPANSION AND CONTRACTION.
 5. TRANSFER VALVES ARE TO REMAIN CLOSED (AND PREFERABLY LOCKED) WHEN NOT IN USE. TANKS SHOULD HAVE SOME FORM OF LEVEL INDICATOR AND OVERFILL PREVENTION/ALARM.
 6. TANKS SHOULD BE GROUNDED.
 7. RAINWATER COLLECTED IN THE SECONDARY CONTAINMENT SHALL BE INSPECTED FOR OIL/ SHEEN PRIOR TO REMOVAL. REMOVAL CAN BE BY PUMP TRUCK, EVAPORATION, OR DRAIN VALVE. IF DRAIN VALVE IS PRESENT, VALVE IS TO REMAIN CLOSED AND LOCKED UNLESS IN USE.

- ASSUMPTION:
1. TANKS ARE NOT MANIFOLDED.
 2. FRAC TANK BATTERIES ASSUME ELEVATED TANKS IN WHICH 1/2 VOLUME OF TANK OCCUPIES SECONDARY CONTAINMENT SPACE. BASED UPON ASSUMPTIONS, THE CURRENT SECONDARY CONTAINMENT VOLUME = 497%.
 3. SEPARATED WATER BATTERIES, THE CURRENT SECONDARY CONTAINMENT VOLUME = 157%.



#	DESCRIPTION	DIMENSIONS	MATERIAL	VOLUME
1	BS&W FRAC TANK	45'x8.5'x9.7'	STEEL	500 BBL
2	BS&W FRAC TANK	45'x8.5'x9.7'	STEEL	500 BBL
3	BS&W FRAC TANK	45'x8.5'x9.7'	STEEL	500 BBL
4	BS&W FRAC TANK	45'x8.5'x9.7'	STEEL	500 BBL
5	BS&W FRAC TANK	45'x8.5'x9.7'	STEEL	500 BBL
6	BS&W FRAC TANK	45'x8.5'x9.7'	STEEL	500 BBL
7	BS&W FRAC TANK	45'x8.5'x9.7'	STEEL	500 BBL
8	BS&W FRAC TANK	45'x8.5'x9.7'	STEEL	500 BBL
9	BS&W FRAC TANK	45'x8.5'x9.7'	STEEL	500 BBL
10	BS&W FRAC TANK	45'x8.5'x9.7'	STEEL	500 BBL
11	BS&W FRAC TANK	45'x8.5'x9.7'	STEEL	500 BBL
12	BS&W FRAC TANK	45'x8.5'x9.7'	STEEL	500 BBL
13	BS&W FRAC TANK	45'x8.5'x9.7'	STEEL	500 BBL
14	BS&W FRAC TANK	45'x8.5'x9.7'	STEEL	500 BBL
15	BS&W FRAC TANK	45'x8.5'x9.7'	STEEL	500 BBL
16	BS&W FRAC TANK	45'x8.5'x9.7'	STEEL	500 BBL
17	BS&W FRAC TANK	45'x8.5'x9.7'	STEEL	500 BBL
18	BS&W FRAC TANK	45'x8.5'x9.7'	STEEL	500 BBL
19	BS&W FRAC TANK	45'x8.5'x9.7'	STEEL	500 BBL
20	BS&W FRAC TANK	45'x8.5'x9.7'	STEEL	500 BBL
21	PRODUCTION TANK	15.5'x25'	FIBERGLASS	750 BBL
22	PRODUCTION TANK	15.5'x25'	FIBERGLASS	750 BBL
23	PRODUCTION TANK	15.5'x25'	FIBERGLASS	750 BBL
24	PRODUCTION TANK	15.5'x25'	FIBERGLASS	750 BBL
25	TANK CONTAINMENT	120'x80'x3'	STEEL	AVAILABLE CONTAINMENT 497%
26	TANK CONTAINMENT	120'x80'x3'	STEEL	AVAILABLE CONTAINMENT 497%
27	TANK CONTAINMENT	100'x30'x3'	STEEL	AVAILABLE CONTAINMENT 157%

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BIG STILL FACILITY
C137 OIL TREATMENT PERMITTING
LEA COUNTY, NEW MEXICO
SITE PLAN

STEPHANIE A. HINDS
NEW MEXICO
27510
Professional Engineer
April 18, 2025

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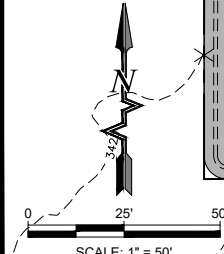
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Sheet: C-2



SITE GRADING PLAN

[illegible]

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C137 OIL TREATMENT PERMITTING

LEA COUNTY, NEW MEXICO

SITE GRADING PLAN



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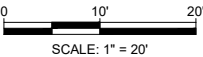
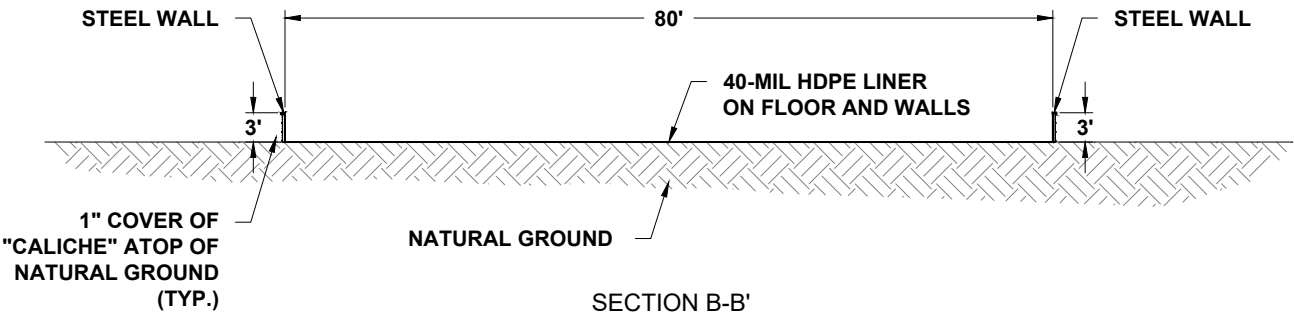
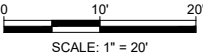
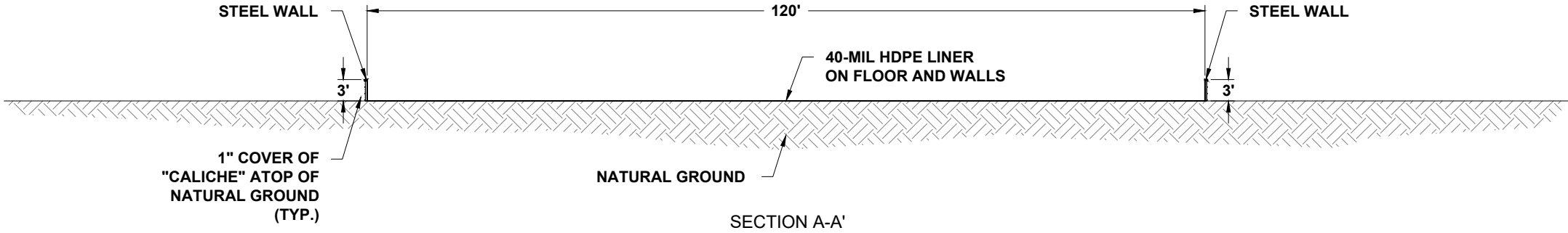
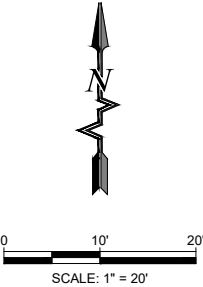
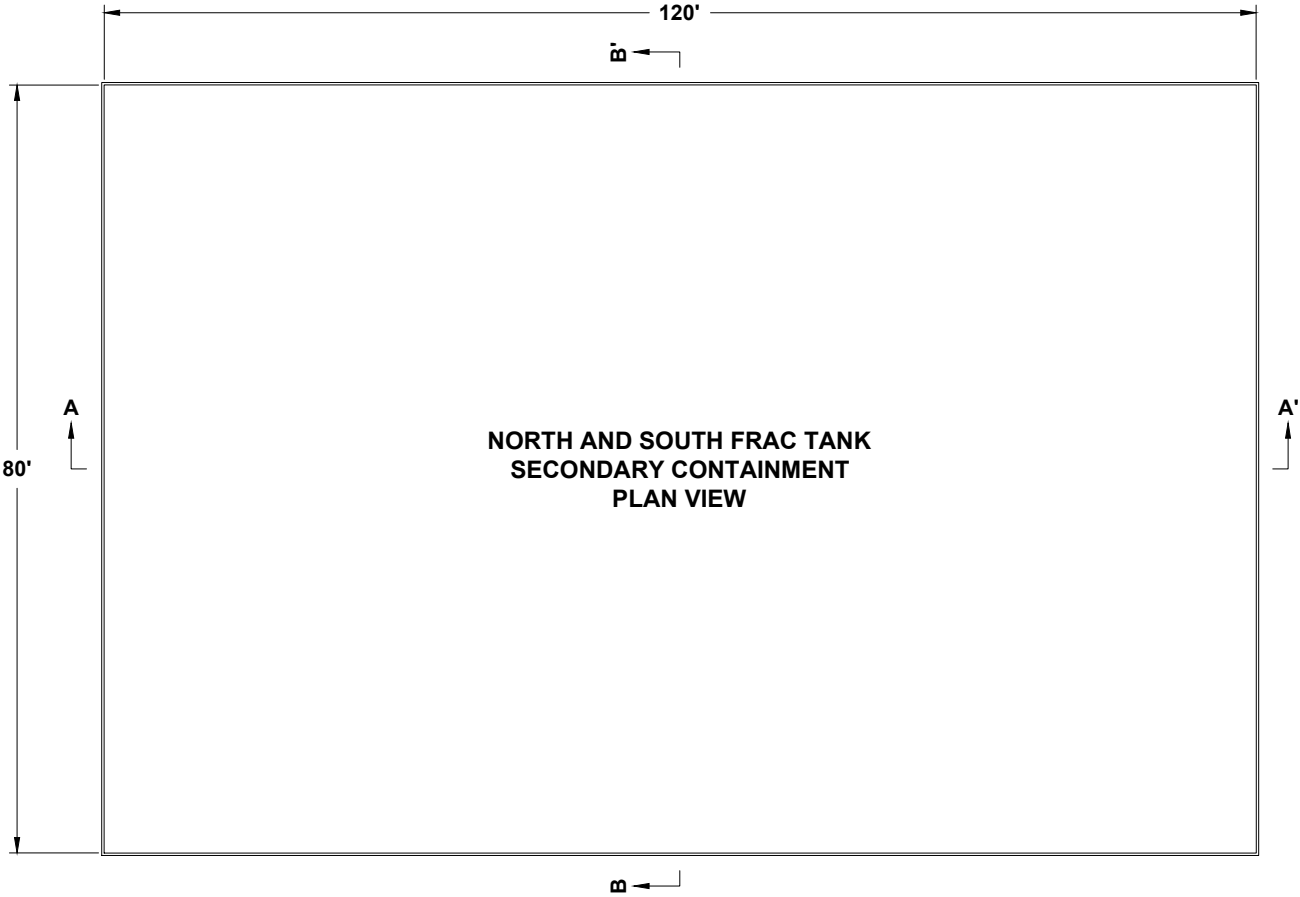
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FRAC TANK CONTAINMENT DIAGRAM

STEPHANIE A. HINDS
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27510
Professional Engineer
Exp. 1/18/2029

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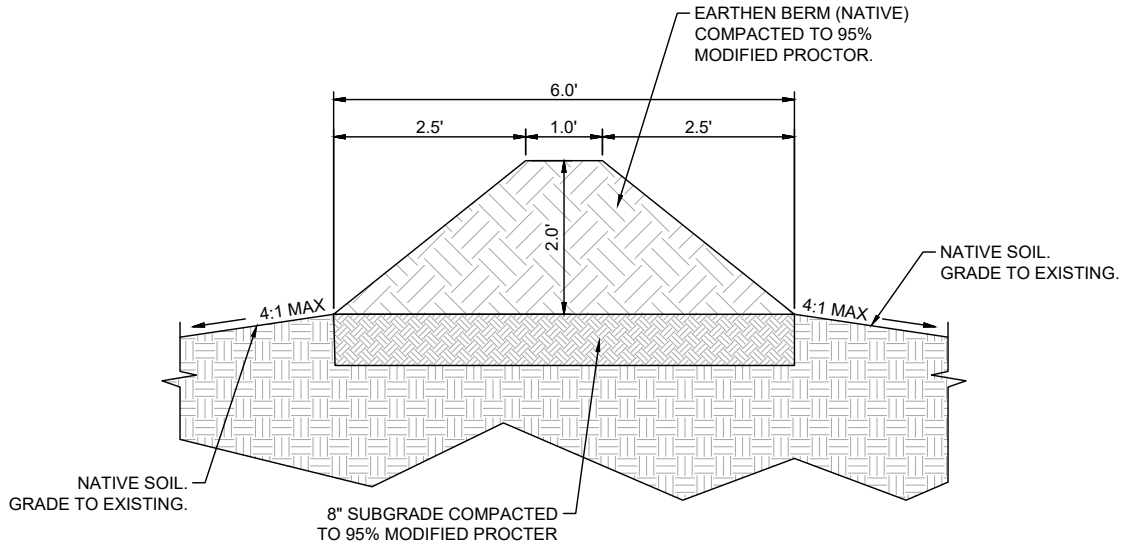
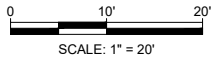
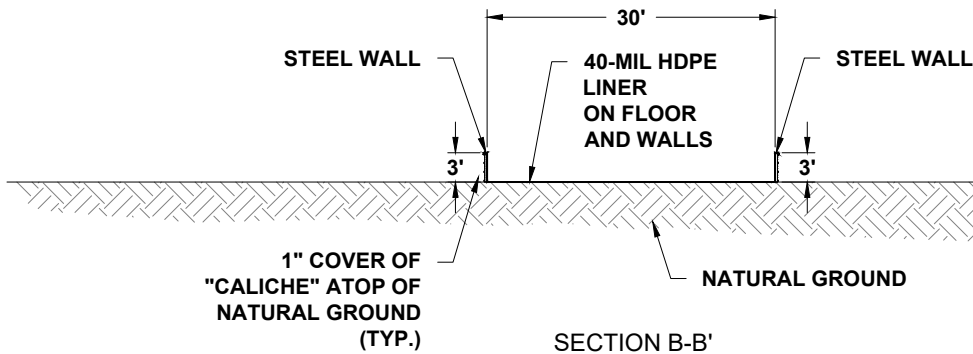
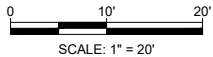
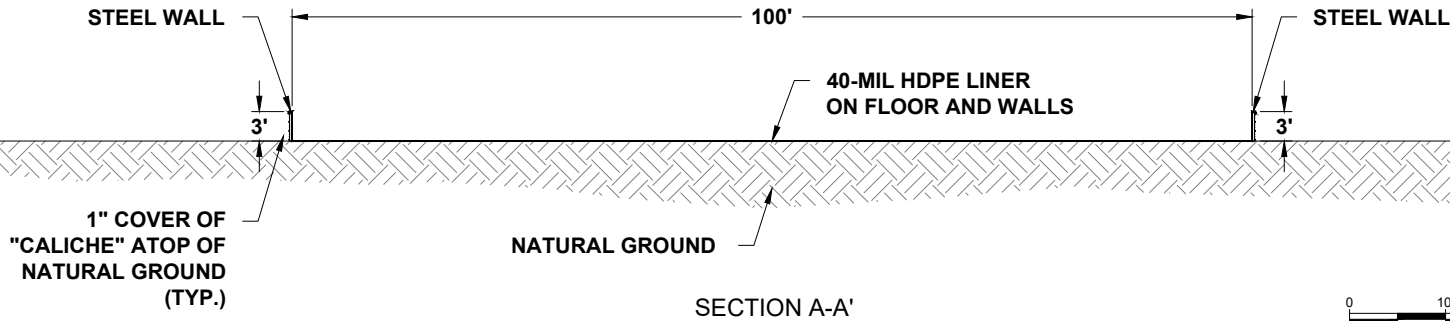
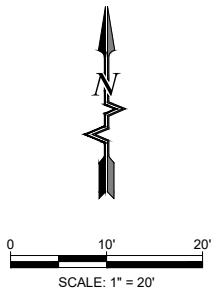
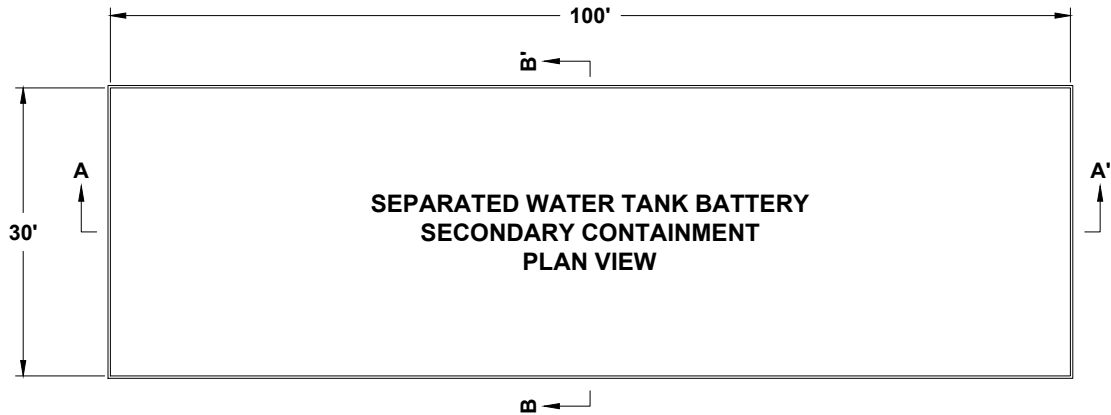
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S.W.T.B CONTAINMENT DIAGRAM AND BERM DETAIL

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NEW MEXICO
27510
Professional Engineer
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Sheet: DT-2

APPENDIX D
WASTE MANAGEMENT PLAN

Oil Field Waste Management and Exclusion Plan

The Big Still Oil Treatment Facility

Lea County, New Mexico



C-137 Surface Waste Management Facility Application

May 2025

Prepared for:



Moonshine Energy, LLC

3206 Ma Mar Ave

Midland, TX 79705



Souder, Miller & Associates
Engineering ♦ Environmental ♦ Geomatics

5454 Venice Avenue NE, Suite D ♦ Albuquerque, NM 87113
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OIL FIELD WASTE MANAGEMENT AND EXCLUSION PLAN THE BIG STILL OIL TREATMENT FACILITY

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Figures

1. Site Plan with Traffic Route

Attachments

- Attachment 1 Shipping Manifest and NM OCD C-138 Form

**The Big Still Oil Treatment Facility
OIL FIELD WASTE MANAGEMENT AND EXCLUSION PLAN
NM OCD C-137 Facility Application**

1.0 INTRODUCTION

1.1 Purpose

This document details how oil field waste will be managed at the Moonshine Energy, LLC Big Still Oil Treatment Facility (Facility) located in Lea County, New Mexico. This document is included as Attachment 1 to the Facility Operating Plan and may be used in conjunction with the Operating Plan and additional components to properly handle, manage and accept authorized waste at the Facility. This plan will provide details on waste acceptance procedures and information on the types of waste which will not be accepted from processing at the Facility.

1.2 General Information

The proposed Facility will be located near mile marker 37.3 on New Mexico Highway 128, approximately 15 miles west of the City of Jal, New Mexico. The property is located within Township 24 South, Range 34 East, Section 25, and consists of a 5.4± acre parcel leased to Moonshine Energy, LLC. The facility will utilize the entire parcel, and will consist of a fenced, cleared and leveled area with caliche surface cover allowing for access and maneuvering of large trucks and equipment. Three tank batteries will be located on the facility for processing tank bottoms, hydrocarbons, or produced water delivered to the facility. Two tank batteries, located in the west-central portions of the property, will be used for the receipt of waste and for storage of reclaimed hydrocarbons prior to sale. Each of the two batteries will consist of ten (10) 500 barrel (bbl) (21,000 gallon) capacity steel frac tanks, situated within a secondary containment area constructed of 3-foot steel walls lined with a 40-mil High Density Polyethylene (HDPE) liner to prevent release of any spilled material. An additional tank battery consisting of four (4) 750 bbl (31,500 gallon) fiberglass tanks situated within secondary containment (also steel walls with a 40-mil HDPE liner) will be located on the southeast portion of the Facility and be utilized to store separated water until it is removed for disposal. The Facility will have two skid-mounted modular buildings to function as an office/gate house and personnel facilities. The Facility will be staffed by at least one operator during all periods of operation.

2.0 WASTE MANAGEMENT

2.1 Acceptance of Waste

The Facility operates such that it is the responsibility of the waste generator and waste shipper to demonstrate that waste delivered to the Facility is acceptable, according to applicable rules and regulations of the Facility. The Facility reserves the right to refuse a shipment if any Facility personnel suspects that any amount of waste, no matter how small, may be found to be unacceptable by the Facility, Federal or State of New Mexico Rules and Regulations.

Waste generators shall request approval from the Facility to accept their waste by submitting generator and produced water profile information using Shipping Manifests incorporating the information required

as per New Mexico Oil Conservation Division (NMOCD) Form C-138. A blank copy of the Shipping Manifest as well as Form C-138 is included as Attachment 1. Pursuant to 19.15.34.17.A NMAC, any produced water will only be accepted from vehicles maintaining an approved NMOCD Form C-133, Authorization to Move Produced Water in New Mexico.

Waste will only be received when the entrance gate is open and a Facility operator/attendant is present at the Facility. Types of waste accepted at the site include tank bottoms and other hydrocarbon wastes, which have been generated in connection with activities associated with the exploration, development, and production of oil or gas. Other hydrocarbon wastes that will be accepted include, but are not limited to, pit hydrocarbons, skim oil, spillage, and leakage of crude oil or condensate from producing lease or pipeline storage tanks, and crude oil or condensate associated with pipeline ruptures and other spills. It is anticipated that the facility will operate 24 hours a day/7 days a week and accept 6,000-barrels of tank bottoms and other hydrocarbon waste daily.

2.2 Waste Screening and Testing

The waste generator shall conduct a shakeout test on all tank bottoms and other hydrocarbon wastes upon removal from any producing lease tank, pipeline, storage tank, or other production facility to determine crude oil content and lease condensate thereof. The shakeout test shall be conducted in accordance with the most current American Petroleum Institute (API) or ASTM International method.

Prior to receipt at the site, the waste generator shall collect one grab sample from each 50 cubic yards of waste material from waste hauler truck yards, service companies, commercial oil and gas facilities, and reclamation plants. Each sample shall be analyzed for either Total Organic Halides (TOX) or Extractable Organic Halides (EOX). Any load with a TOX/EOX reading of 100 ppm or greater will not be unloaded or processed at the facility.

The Facility shall scan each load of incoming waste, other than water-based drilling fluids and associated cuttings, or oil-based drilling fluid and associated cuttings, for the presence of NORM using a scintillation meter with a sodium iodide detector. As detailed in 20.3.14.1403 NMAC, any load with a reading of 50 microrentgens per hour or greater will not be unloaded or processed at the facility. If the waste generator is able to provide documentation of laboratory analysis that demonstrates that the waste does not exceed 30 picocuries per gram of Total Radium (defined as the sum of concentrations of Radium-226 and Radium-228), or 150 picocuries per gram of any other radionuclide, the Facility will then accept the waste. Current calibration records of all NORM screening devices shall be maintained on-site and made available to NM OCD personnel upon request.

2.3 Waste Rejection

Any material load that does not meet screening criteria (Section 2.2), is identified to contain unauthorized hazardous materials (Section 3.2), or that is significantly different from the waste profile description, will be rejected and not allowed to unload at the Facility, and the waste generator/hauler will be notified of the issue/reason for rejection. The facility operator reserves the right to reject material for acceptance at any time.

2.4 Waste Receipt and Record Keeping

Upon entry into the Facility, waste hauling trucks will check in with the site operator at the office and will then be directed to park adjacent to the appropriate frac tank, located on the west-central portion of the property. The waste hauling vehicles will connect their offloading hoses to the frac tank load lines equipped with Pollution Control Corporation (PCC) load line containers. All load lines between frac tanks or separated water tanks will utilize PCC containers as a best-management practice to minimize potential for releases. The hauling vehicles delivering the waste to the Facility will have approved manifests prior to acceptance at the Facility. Vehicle and waste data will be entered into the permanent operating record (POR) and stored digitally for proper tracking, reporting, and auditing of the records.

The Facility shall maintain records of all Shipping Manifests reflecting the generator, the location of origin, which tank the produced water will be delivered to, the volume, date of delivery, and the waste hauler's information for each load of waste which is delivered to the Facility, including both accepted and rejected loads. The operator shall maintain such records in the POR, subject to NMOCD inspection. In accordance with 19.15.36.13.G NMAC, the Facility will maintain all waste shipping and receipt records, subject to NMOCD inspection, for a minimum of five (5) years following the closure of the Facility. A blank Shipping Manifest form (NMOCD Form C-138) is provided in Attachment 1.

2.5 Waste Haul Route Directions and Unloading

The Facility operator will direct the waste haulers with approved wastes to the appropriate frac tank battery being used for deposition of oil field produced water that day. Waste haulers must follow routes and directions as directed by the Facility operator. Waste haulers must off-load waste into the tank indicated by the Facility operations personnel. The operator will supervise the unloading at the Facility. A traffic plan for the facility is included as Figure 1.

2.6 Separation Process

The offloaded waste will flow directly into one of the ten (10) 500-barrel BS&W frac tanks located in the northern tank battery to begin the separation process. The fluid in the frac tanks will remain undisturbed for several hours to facilitate separation of water, oil, and emulsion. Once the separation process has been completed, the separated hydrocarbons/oil will be transferred via vacuum truck to one of the ten (10) 500-barrel oil frac tanks located in the southern frac tank battery. Separated water will be transferred via vacuum truck to one of the four (4) 750-barrel tanks located on the southeast portion of the property.

When sludge buildup in the tanks reaches 12 inches, the tanks will be emptied to remove the sludge. Sludge buildup will be measured using a rod or probe with thickness indicators that is placed into the tank during periodic visual inspections which are conducted either monthly or after emptying of the tank (see the Facility Operations, Maintenance, and Inspection Plan). Vacuum trucks will be used to remove the sludge from the tanks and will transport the sludge off-site to an approved waste management facility for disposal.

All storage and processing tanks within the Facility are completely enclosed with no open tops. As such, no additional controls are proposed to project migratory birds or other wildlife, as required by 19.15.36.13.I NMAC.

2.7 Separated Oil and Waste Storage

Separated water will be stored in one of the four (4) 750-barrel tanks prior to being pumped out via vacuum truck for disposal. After removal from the tanks, separated water will be transferred off-site within the vacuum truck for disposal at one of the near-by authorized salt water disposal facilities. Separated oil will remain in the ten (10) 500-barrel frac tanks prior to being sold to authorized oil marketers. Sludge will remain in the tanks prior to being removed for disposal utilizing a vacuum truck as outlined in Section 2.6 above.

All storage and processing tanks within the Facility are completely enclosed with no open tops. As such, no additional controls are proposed to protect migratory birds or other wildlife, as required by 19.15.36.13.I NMAC.

2.8 Waste Disposal

All separated water within tanks will be transported via vacuum truck to a permitted saltwater disposal facility. Sludge will be pumped through the frac tank load lines equipped with PCC load line containers into a permitted vacuum truck that will haul the sludge to a landfill permitted to accept oil and gas waste.

2.9 Signage and Access Controls

The Facility has only one public access road for vehicular traffic located in the northeastern portion of the site. Barbed-wire fencing surrounds the Facility perimeter to control unauthorized access to the facility. A prominent sign that is readable from a distance of 50 feet will be posted at the Facility access gate that indicates the Facility operator's name, Facility permit number, Facility location by unit letter (section, township, and range), emergency telephone number, hours of operation, and a statement that the Facility is "Closed to the Public."

2.10 Spill Reporting

In accordance with 19.15.29 NMAC, the operator will report unauthorized releases of oil, gases, produced water, condensate or oil field waste, including regulated NORM or other oil field related chemicals, contaminants, or mixtures of those chemicals or contaminants during receiving and disposal operations. The Facility will submit notification directly to the NMOCD in accordance with the Facility Contingency Plan and SPCC Plan; details on notification procedures are included in Section 5.0 of the Facility Contingency Plan.

3.0 UNAUTHORIZED WASTE

3.1 Wastes Eligible for Acceptance

As authorized in 19.16.36 NMAC, the Facility will accept exempt or non-hazardous waste for processing and disposal. Exempt wastes expected to be accepted at the Facility include the following:

- Produced water
- Basic sediment, water, and other tank bottoms from storage facilities that hold product and exempt waste
- Pit sludges and contaminated bottoms from storage or disposal of exempt wastes
- Pigging wastes from gathering lines

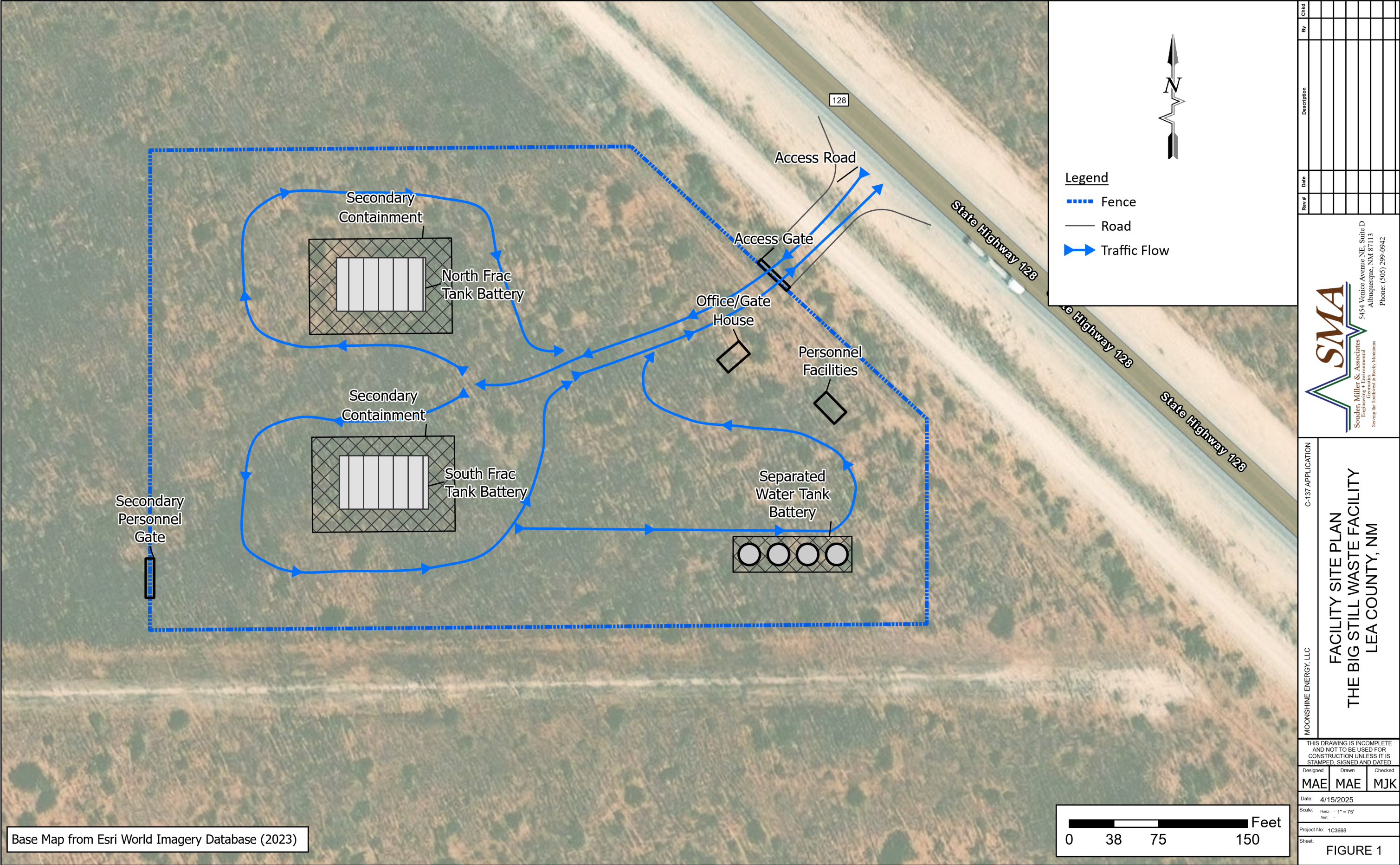
Big Still Oilfield Waste Management & Exclusion Plan

- Constituents removed from produced water before it is injected or otherwise disposed of
- Liquid hydrocarbons removed from the production stream but not from oil refining
- Waste crude oil from primary field operations

3.2 Waste to be Excluded

The Facility will not accept any non-exempt oil field waste or any hazardous waste, which include all non-exempt wastes which exceed the minimum standards for waste hazardous by characteristics established in RCRA regulations 40 CFR 261.21-24, or listed waste as defined in 40 CFR Part 251, subpart D.

FIGURES



ATTACHMENT 1

SHIPPING MANIFEST & NM OCD C-138 FORM

Moonshine Energy, LLC

3206 Ma Mar Ave.
Midland, TX 79705
(432) 400-2411

Job Work Order

1000

Date _____

Company: _____

Address: _____

Lease: _____

Origin: _____

Job Description

Miles _____

Start Time: _____

Stop Time: _____

PPE for Job or Task: (Check all that Apply, Check mark also implies that PPE has been inspected and approved for use)

☐ Safety Glasses ☐ Hard Hats ☐ FRCs ☐ Fall Protection ☐ Hand Protection ☐ High Visibility Vests

☐ Atmospheric Monitoring (O₂, LEL, H₂S, CO, etc.) ☐ Hearing Protection ☐ Respiratory Protection ☐ Other: _____
Major Job Steps

List all the steps needed to complete the job for today.

Potential Hazards & Consequences

Possible safety and health hazards to consider: contact with, struck by, pinch points, falls, working surfaces, overexertion, exposure to chemicals/heat/cold
Possible environmental impacts to consider: excessive noise, release of gas/liquid/solid/dust, hazardous waste handling, storm water/sediment pollution, wildlife management, river/stream/wetland disturbance

Actions to Eliminate or Control Hazards

Possible safety and health controls to consider:
Elimination (e.g., substituting a toxic chemical)
Engineering (e.g., ventilation, barriers, trench box)
Administrative (e.g., work permits, safe work practices, SDS)
PPE
Possible environmental controls to consider: secondary containment, drip plans, grading/benches, hose/connection inspection, noise suppression, storm water controls, flaring permit, hazardous waste permits, open tank/vent/pit wildlife protection

☐ Unload hoses☐ Slips Trips and Fall/Lifting and pulling, Ergonomic hazards☐ Body positions☐ Connect hoses☐ Pinch points☐ Hand placement and proper line connection☐ Connect ground cable☐ Pinch points☐ Verify bonding and grounding working properly, Hand placement☐ Begin fluid Unloading/Loading procedures☐ Pressure, Line of fire, atmospheric hazards☐ Proper body placement and remain away from the line of fire
☐ After unloading/Loading
Procedures-Disconnect hoses and suck remaining fluid from hose
☐ Potential fluid spill, atmospheric hazards
☐ Maintain personal H₂S monitor within 6-9 inches of breathing zone
☐ Place bucket when disconnecting hoses to prevent any spill
☐ Disconnect ground cable and load and secure hoses☐ Pinch points☐ Rail in and secure ground cable**Verification of Safe Work Requirements**

Have all workers received orientation?

☐ Yes ☐ No

Does everyone involved in the work understand the job hazards, specific job tasks, and safe work procedures (such as SDS, proper tools and equipment, opening process equipment and piping, safety manual rules for equipment, and permitting requirements) associated with the work?

☐ Yes ☐ No

Are all workers trained in the specific job tasks?

☐ Yes ☐ No

Does everyone understand the job's emergency evacuation plan?

☐ Yes ☐ No

Santa Fe Main Office

Phone: (505) 476-3441 Fax: (505) 476-3462

General Information

Phone: (505) 629-6116

Online Phone Directory Visit:

<https://www.emnrd.nm.gov/ocd/contact-us/>State of New Mexico
Energy Minerals and Natural ResourcesOil Conservation Division
1220 South St. Francis Dr.
Santa Fe, NM 87505Form C-138
Revised October 11, 2022File via OCD Permitting
*Surface Waste Management Facility Operator
and Generator shall maintain and make this
documentation available for Division inspection.**REQUEST FOR APPROVAL TO ACCEPT SOLID WASTE****1. Generator Name and Address:****2. Originating Site:****3. Location of Material (Street Address, City, State or ULSTR):****4. Source and Description of Waste:**Estimated Volume yd³ / bbls Known Volume (to be entered by the operator at the end of the haul) yd³ / bbls**5. GENERATOR CERTIFICATION STATEMENT OF WASTE STATUS**I, , representative or authorized agent for do hereby certify that according to the Resource Conservation and Recovery Act (RCRA) and the US Environmental Protection Agency's July 1988 regulatory determination, the above described waste is: (Check the appropriate classification)☐ RCRA Exempt: Oil field wastes generated from oil and gas exploration and production operations and are not mixed with non-exempt waste. *Operator Use Only: Waste Acceptance Frequency* ☐ Monthly ☐ Weekly ☐ Per Load☐ RCRA Non-Exempt: Oil field waste which is non-hazardous that does not exceed the minimum standards for waste hazardous by characteristics established in RCRA regulations, 40 CFR 261.21-261.24, or listed hazardous waste as defined in 40 CFR, part 261, subpart D, as amended. The following documentation is attached to demonstrate the above-described waste is non-hazardous. (Check the appropriate items)☐ MSDS Information ☐ RCRA Hazardous Waste Analysis ☐ Process Knowledge ☐ Other (Provide description in Box 4)**GENERATOR 19.15.36.15 WASTE TESTING CERTIFICATION STATEMENT FOR LANDFARMS**I, , representative for do hereby certify that representative samples of the oil field waste have been subjected to the paint filter test and tested for chloride content and that the samples have been found to conform to the specific requirements applicable to landfarms pursuant to Section 15 of 19.15.36 NMAC. The results of the representative samples are attached to demonstrate the above-described waste conform to the requirements of Section 15 of 19.15.36 NMAC.**5. Transporter:****OCD Permitted Surface Waste Management Facility**

Name and Facility Permit #:

Address of Facility:

Method of Treatment and/or Disposal:

☐ Evaporation ☐ Injection ☐ Treating Plant ☐ Landfarm ☐ Landfill ☐ Other**Waste Acceptance Status:**☐ **APPROVED**☐ **DENIED** (Must Be Maintained As Permanent Record)PRINT NAME: TITLE: DATE:

SIGNATURE: _____

TELEPHONE NO.:

Surface Waste Management Facility Authorized Agent

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

General Information
Phone: (505) 629-6116

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

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

CONDITIONS

Action 469437

CONDITIONS

Operator: Moonshine Energy, LLC 5006 PORTICO WAY Midland, TX 79707	OGRID: 332360
	Action Number: 469437
	Action Type: [C-137] Non-Fee SWMF Submittal (SWMF NON-FEE SUBMITTAL)

CONDITIONS

Created By	Condition	Condition Date
lbarr	None	5/30/2025