

AUBREY DUNN COMMISSIONER

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

Jeff Lierly One Energy Partners 6207 Monticello Ave Dallas, TX, 75214

September 6th, 2017

Re:

Communitization Agreement Approval

Parade BWY State Com #1H Vertical Extent: Wolfcamp

Township: 25 South, Range 35 East, NMPM

Section 2: W2E2
Section 11: W2NE4
Lea County, New Mexico

Dear Mr. Lierly,

The Commissioner of Public Lands has this date approved the Parade BWY State Com #1H Communitization Agreement for the Wolfcamp formation effective 8/1/2017. Enclosed are three Certificates of Approval.

The agreement shall remain in full force and effect until the midnight of June 01, 2017 and as long thereafter as either drilling operations are conducted or communitized substances are produced from the communitized area in paying quantities.

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

Sincerely,

COMMISSIONER OF PUBLIC LANDS

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

One Energy Partners
Parade BWY State Com #1H
Vertical Extent: Wolfcamp
Township: 25 South, Range: 35 East, NMPM
Section 2: W2E2
Section 11: W2NE4
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 **August 1, 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 6th day of September, 2017.

COMMISSIONER OF PUBLIC LANDS

of the State of New Mexico

Parade BWY State Com 1H

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

70.7	SHORT TERM			
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COMMUNITIZATION AGREEMENT Online Version

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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 August 1, 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 lesses 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 Lot 2, SWNE, W2SE of Section 2 & W2NE4 of Section 11, Township 25 South, Range 35 East, N.M.P.M., Lea County, New Mexico, containing 240.85 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

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, **June 1**, 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

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 tenyear 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:

Vice President of Land

Lessee of Record - VB-2117-0002

OneEnergy Partners Operating, LLC

By:

Jeffrey M. Alerly

Vice President of Land

Lessee of Fee Leases in Tract 2

OneEnergy Partners Operating, LLC

By:

Jeffrey M. Light

Vice President of Land

Lessee of Fee Leases in Tract 2 **BC Operating, Inc.***

*Interest compulsory pooled under Order No. R-14414 (attached) 14 M 9 33

Unleased Mineral Owners in Tract 2
Rita Sumner*
Larry Boulter*
Derek A. Schallhorn*
Stephanie Gail Holcomb Hayward*
Michael D. Burn*
The Nell F. Schallhorn Revocable Trust*

^{*}Interest compulsory pooled under Order No. R-14414 (attached)

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Acknowledgement in an Individual Capacity

State of)	
County of)ss	2017 AM SI
This instrument was acknowledged before me thisday of	20
byName(s) of Person(s)	
A Colonia of the Colo	
(Notary Seal)	Signature of Notarial Officer
My Commission Expires	
Acknowledgement in a Representative Capacit	ty
State of TEXAS)	
)ss County of DALLAS)	
This instrument was acknowledged before me this	2017
by Jeffrey M. Lierly Name(s) of Person(s)	
as Vice President of Land of OneEnergy Palimited liability company, on behalf of said limited liability company.	rtners Operating, LLC, a Delaware
Type of authority; e.g., officer, trustee, etc. Name of party on beh	nalf of whom instrument was executed
(Seal)	ou fail tiller
DEBRA KAYE KELLER	Signature of Notarial Officer
My Commission expires Op-23-2020	
Notary ID 3892737	

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated August 1,2017 by and between 33 OneEnergy Partners Operating, LLC, et al covering Lot 2, SWNE, W2SE of Section 2 & W2NE of Section 11, Township 25 South, Range 35 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-2117-0002
Date of Lease: December 1, 2011

Description of Lands

Committed: Lot 2, SWNE, W2SE of Section 2, Township 25 South, Range 35 East, NMPM, Lea County, New Mexico

No. of Acres: 160.85

Tract No. 2

Lessor: Various Fee owners

Lessee of Record: OneEnergy Partners Operating, LLC, et al

Serial No. of Lease: N/A
Date of Lease: Various

Description of Lands

Committed: W2NE of Section 11, Township 25 South, Range 35 East, NMPM, Lea County, New Mexico

No. of Acres: 80.00

RECAPITULATION

	Number of	
Tract	Acres	Percentage of Interest in
No.	Committed	Communitized Area
No. 1	160.85	66.78%
No. 2	80.00	33.22%

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

IN THE MATTER OF THE HEARING CALLED BY THE OIL CONSERVATION DIVISION TO CONSIDER:

CASE NO. 15719 ORDER NO. R-14414

APPLICATION OF ONEENERGY PARTNERS OPERATING, LLC FOR A NON-STANDARD SPACING AND PRORATION UNIT AND FOR COMPULSORY POOLING, LEA COUNTY, NEW MEXICO.

ORDER OF THE DIVISION

BY THE DIVISION:

This case came on for hearing at 8:15 a.m. on July 6, 2017, at Santa Fe, New Mexico, before Examiner William V. Jones.

NOW, on this 25th day of July, 2017, the Division Director, having considered the testimony, the record and the recommendations of the Examiner,

FINDS THAT:

- (1) Due public notice has been given and the Division has jurisdiction of this case and the subject matter.
- (2) OneEnergy Partners Operating, LLC (the "Applicant") seeks approval of a 240.85-acre, more or less, non-standard oil spacing and proration unit and project area (the "Unit") for oil and gas production from the Wolfcamp formation, WC-025 G-09 S253502D;Upr Wolfcamp Pool (Pool Code 98187), comprising Lot 2, SW/4 NE/4, and W/2 SE/4 (W/2 E/2 Equivalent) of Section 2 and the W/2 NE/4 of Section 11, both in Township 25 South, Range 35 East, NMPM, Lea County, New Mexico. Applicant further seeks an order pooling all uncommitted interests in the Unit for the Wolfcamp formation.
- (3) The Unit will be dedicated to Applicant's Parade BWY State Com Well No. 1H (the "proposed well"; API No. 30-025-43108), a horizontal well to be drilled from a surface location 199 feet from the North line and 2200 feet from the East line (Unit B or Lot 2) of Section 2, to a bottom-hole location 2290 feet from the North line and 2290 feet from the East line (Unit G) of Section 11, both in Township 25 South, Range 35 East, NMPM. The location of the completed interval will be standard for oil production within the Unit.

- (4) The proposed well is considered wildcat for oil production from the 7 Wolfcamp formation and is subject to Division Rule 19.15.15.9(A) NMAC, which provides for 330-foot setbacks from the unit boundaries and standard 40-acre units each comprising a governmental quarter-quarter section. The proposed Unit and project area consists of six adjacent quarter-quarter sections oriented north to south.
- (5) Applicant appeared through counsel and presented the following land and geologic evidence:
 - (a) the Wolfcamp formation in this area is suitable for development by horizontal drilling;
 - (b) the proposed orientation of the horizontal well from north to south is appropriate for the Unit;
 - (c) all quarter-quarter sections to be included in the Unit are expected to be productive in the Wolfcamp formation, so that the Unit as requested will not impair correlative rights;
 - (d) notice of the application and hearing in this case was provided to lessees or operators of surrounding tracts as affected parties of the proposed non-standard spacing unit;
 - (e) notice by certified mail was provided to all uncommitted interest owners in the proposed Unit whose interests were evidenced by a conveyance instrument, either of record or known to Applicant when the Application was filed, and to heirs known to Applicant of deceased persons who appear as owners in such instruments, and whose identity and whereabouts could be ascertained by exercise of reasonable diligence; and
 - (f) those potentially affected parties whose whereabouts could not be ascertained were noticed by publication as provided in Rule 19.15.4.12.B NMAC.
- (6) COG Operating LLC entered an appearance as an "Interested Party" and appeared at the hearing through counsel. No other party appeared or otherwise opposed this application.

The Division concludes as follows:

(7) The proposed well was permitted as a Bone Spring test and issued an API number. Applicant has since filed a sundry changing the target to the Wolfcamp formation but has not yet filed all paperwork necessary for the Division to permit the well properly.

- (8) The proposed non-standard unit should be approved to enable Applicant to drill a horizontal well that will efficiently produce the reserves underlying the Unit, thereby preventing waste and protecting correlative rights.
- (9) Two or more separately owned tracts are embraced within the Unit, and/or there are royalty interests and/or undivided interests in oil and gas minerals in one or more tracts included in the Unit that are separately owned.
- (10) Applicant is owner of an oil and gas working interest within the Unit. Applicant has the right to drill and proposes to drill the proposed well to a common source of supply within the Unit at the proposed location.
- (11) There are interest owners in the Unit that have not agreed to pool their interests.
- (12) To avoid the drilling of unnecessary wells, protect correlative rights, prevent waste and afford to the owner of each interest in the Unit the opportunity to recover or receive without unnecessary expense a just and fair share of hydrocarbons, this application should be approved by pooling all uncommitted interests, whatever they may be, in the oil and gas within the Unit.
- (13) OneEnergy Partners Operating, LLC (OGRID 372031) should be designated the operator of the proposed well and the Unit.
- (14) Any pooled working interest owner who does not pay its share of estimated well costs should have withheld from production its share of reasonable well costs plus an additional 200% thereof as a reasonable charge for the risk involved in drilling the proposed well.
- (15) Reasonable charges for supervision (combined fixed rates) for each well should be fixed at \$7,000 per month while drilling and \$700 per month while producing, provided that these rates should be adjusted annually pursuant to the Overhead section of the COPAS form titled "Accounting Procedure-Joint Operations."

IT IS THEREFORE ORDERED THAT:

- (1) Pursuant to the application of OneEnergy Partners Operating, LLC, a 240.85-acre, more or less, non-standard oil spacing and proration unit and project area (the "Unit") is hereby established for oil and gas production from the Wolfcamp formation, WC-025 G-09 S253502D;Upr Wolfcamp Pool (Pool Code 98187), comprising Lot 2, SW/4 NE/4, and W/2 SE/4 (W/2 E/2 Equivalent) of Section 2, and the W/2 NE/4 of Section 11, both in Township 25 South, Range 35 East, NMPM, Lea County, New Mexico.
- (2) All uncommitted interests, whatever they may be, in the oil and gas in the Wolfcamp formation underlying the Unit, are hereby pooled.

- (3) The Unit shall be dedicated to Applicant's Parade BWY State Com Well No. 1H (the "proposed well"; API No. 30-025-43108), a horizontal well to be drilled from a surface location, 199 feet from the North line and 2200 feet from the East line (Unit B or Lot 2) of Section 2, to a bottom-hole location 2290 feet from the North line and 2290 feet from the East line (Unit G) of Section 11, both in Township 25 South, Range 35 East, NMPM. The location of the completed interval will be standard for oil production within the Unit.
- (4) The operator of the Unit shall commence drilling the proposed well on or before July 31, 2018, and shall thereafter continue drilling the proposed well with due diligence to test the Wolfcamp formation.
- (5) In the event the operator does not commence drilling the proposed well on or before July 31, 2018, Ordering Paragraphs (1) and (2) shall be of no effect, unless the operator obtains a time extension from the Division Director for good cause demonstrated by satisfactory evidence.
- (6) Should the proposed well not be drilled and completed within 120 days after commencement thereof, then Ordering Paragraphs (1) and (2) shall be of no further effect, and the Unit and project area created by this order shall terminate, unless operator appears before the Division Director and obtains an extension of the time for completion of the proposed well for good cause shown by satisfactory evidence. If the proposed well is not completed in all of the standard spacing units included in the proposed project area (or Unit), then the operator shall apply to the Division for an amendment to this order to contract the Unit so that it includes only those standard spacing units in which the well is completed.
- (7) Upon final plugging and abandonment of the proposed well and any other well drilled on the Unit pursuant to Division Rule 19.15.13.9 NMAC, the pooled Unit shall terminate, unless this Order has been amended to authorize further operations.
- (8) OneEnergy Partners Operating, LLC (OGRID 372031) is hereby designated the operator of the well and the Unit.
- (9) After pooling, uncommitted working interest owners are referred to as pooled working interest owners. ("Pooled working interest owners" are owners of working interests in the Unit, including unleased mineral interests, who are not parties to an operating agreement governing the Unit.) After the effective date of this order, the operator shall furnish the Division and each known pooled working interest owner in the Unit an itemized schedule of estimated costs of drilling, completing and equipping the proposed well ("well costs").
- (10) Within 30 days from the date the schedule of estimated well costs is furnished, any pooled working interest owner shall have the right to pay its share of estimated well costs to the operator in lieu of paying its share of reasonable well costs out of production as hereinafter provided, and any such owner who pays its share of estimated

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- 9: 33
- (11) The operator shall furnish the Division and each known pooled working interest owner (including non-consenting working interest owners) an itemized schedule of actual well costs within 90 days following completion of the proposed well. If no objection to the actual well costs is received by the Division, and the Division has not objected, within 45 days following receipt of the schedule, the actual well costs shall be deemed to be the reasonable well costs. If there is an objection to actual well costs within the 45-day period, the Division will determine reasonable well costs after public notice and hearing.
- (12) Within 60 days following determination of reasonable well costs, any pooled working interest owner who has paid its share of estimated costs in advance as provided above shall pay to the operator its share of the amount that reasonable well costs exceed estimated well costs and shall receive from the operator the amount, if any, that the estimated well costs it has paid exceed its share of reasonable well costs.
- (13) The operator is hereby authorized to withhold the following costs and charges from each non-consenting owner's share of production from each well:
 - (a) The proportionate share of reasonable well costs attributable to such interest; and
 - (b) As a charge for the risk involved in drilling the well, 200% of the above costs.
- (14) The operator shall distribute the costs and charges withheld from production, proportionately, to the parties who advanced the well costs.
- (15) Reasonable charges for supervision (combined fixed rates) for each well are hereby fixed at \$7,000 per month while drilling and \$700 per month while producing, provided that these rates should be adjusted annually pursuant to the Overhead section of the COPAS form titled "Accounting Procedure-Joint Operations." The operator is authorized to withhold from each pooled working interest owner's share of production the proportionate share of both the supervision charges and the actual expenditures required for operating the well(s), not more than what are reasonable.
- (16) Except as provided in Paragraphs (13) and (15) above, all proceeds from production from the proposed well that are not disbursed for any reason shall be held for the account of the person or persons entitled thereto pursuant to the Oil and Gas Proceeds Payment Act (NMSA 1978 Sections 70-10-1 through 70-10-6, as amended). If not disbursed, such proceeds shall be turned over to the appropriate authority as and when

required by the Uniform Unclaimed Property Act (NMSA 1978 Sections 7-8A-1 through 7-8A-31, as amended).

- (17) Any unleased mineral interest shall be considered a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest for allocating costs and charges under this Order. Any well costs or charges that are to be paid out of production shall be withheld only from the working interests' share of production, and no costs or charges shall be withheld from production attributable to royalty interests.
- (18) Should all the parties to this compulsory pooling order reach voluntary agreement after entry of this order, this order shall thereafter be of no further effect.
- (19) The operator of the well and the Unit shall notify the Division in writing of the subsequent voluntary agreement of all parties subject to the compulsory pooling provisions of this order.
- (20) Jurisdiction of this case is retained for the entry of such further orders as the Division may deem necessary.

DONE at Santa Fe, New Mexico, on the day and year hereinabove designated.

STATE OF NEW MEXICO
OIL CONSERVATION DIVISION

DAVID R. CATANACH

Director

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