

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

APPLICATION OF CHEVRON U.S.A. INC. FOR APPROVAL OF THE JAVELINA UNIT AND APPROVAL OF SURFACE COMMINGLING, IN EDDY COUNTY, NEW MEXICO.

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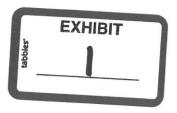
### **APPLICATION**

Chevron U.S.A. Inc. ("Chevron") by and through its attorneys, Modrall, Sperling, Roehl, Harris & Sisk, P.A., files this application with the Oil Conservation Division for an order approving its Javelina Unit and approving surface commingling of production from pools within the Bone Spring and Wolfcamp formations underlying the unit. In support of its application, Chevron states:

1. The proposed Unit Area for the Unit consists of approximately 5,119.76 acres of state and federal lands situated in Eddy County, New Mexico, described as follows:

### Township 24 South, Range 31 East, N.M.P.M.:

Section 1: All Section 2: All Section 9: All Section 10: All Section 11: All Section 12: All Section 15: All Section 16: All



- 2. Chevron (OGRID No. 4323) is the designated operator under the Unit Agreement. The unitized interval includes all oil and gas in any and all formations of the unitized land from the top of the Bone Spring formation defined as the stratigraphic equivalent of the top of the Bone Spring Lime, as seen at 8,400 feet beneath the surface in that certain Schlumberger Gamma Ray and Dual Laterolog/MSFL, dated November 13, 1980, in the Sotol Federal 1 (API # 30-015-23459), located in Section 12, Township 24 South, Range 31 East, Eddy County, New Mexico, to the center of the earth.
- 3. The Unit Agreement has been approved by a sufficient percentage of the interest owners within the proposed Unit Area to provide effective control of unit operations.
- 4. Chevron has received preliminary approval of the Unit Agreement from the New Mexico State Land Office and the Bureau of Land Management.
- 5. Pursuant to 19.15.20.14 NMAC, after notice and hearing, the Division may approve the combining of contiguous spacing units into a unitized area.
- 6. The Bone Spring and Wolfcamp formations underlying the unit are included within separate pools.
- 7. Chevron seeks surface commingling approval for production from the Bone Spring and Wolfcamp formations underlying the unit so that it can use common facilities.
- 8. Approval of this Application will be in the best interest of conservation, the prevention of waste and the protection of correlative rights.

WHEREFORE, Chevron requests that this Application be set for hearing before an Examiner of the Oil Conservation Division on October 4, 2018, and that after notice and hearing as required by law, the Division enter its order granting this Application.

Respectfully submitted,

MODRALL, SPERLING, ROEHL, HARRIS & SISK, P.A.

Bv:

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Case No. 16436: Application of Chevron USA Inc. for Approval of the Javelina Unit and Surface Commingling, Eddy County New Mexico. Applicant seeks approval of its Javelina Unit consisting of approximately 5,119.76 acres of state and federal lands situated in all of Sections 1, 2, 9, 10, 11, 12, 15 and 16 of Township 24 South, Range 31 East, N.M.P.M., Eddy County, New Mexico. The unitized interval includes all oil and gas in any and all formations of the unitized land from the top of the Bone Spring formation defined as the stratigraphic equivalent of the top of the Bone Spring Lime, as seen at 8,400 feet beneath the surface in that certain Schlumberger Gamma Ray and Dual Laterolog/MSFL, dated November 13, 1980, in the Sotol Federal 1 (API # 30-015-23459), located in Section 12, Township 24 South, Range 31 East, Eddy County, New Mexico, to the center of the earth. In addition, Applicant seeks approval to surface commingle production from the Bone Spring and Wolfcamp formations underlying the unit. The subject acreage is located approximately 20 miles East of Loving, New Mexico.

# UNIT AGREEMENT FOR DEVELOPMENT AND OPERATION OF THE JAVELINA UNIT AREA COUNTY OF EDDY STATE OF NEW MEXICO NO.

THIS AGREEMENT, entered into as of the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, by and between the parties subscribing, ratifying or consenting hereto, and herein referred to as the "parties hereto,"

### WITNESSETH:

WHEREAS, the parties hereto are the owners of working, royalty or other oil and gas interests in the unit area subject to this agreement; and

WHEREAS, THE Mineral Leasing Act of February 25, 1920, 41 Stat. 437, as amended, 30 U.S.C. Sec. 181 et seq., authorizes Federal lessees and their representatives to unite with each other, or jointly or separately with others, in collectively adopting and operating under a unit plan of development or operation of any oil or gas pool, field, or like area, or any part thereof for the purpose of more properly conserving the natural resources thereof whenever determined and certified by the Secretary of the Interior to be necessary or advisable in the public interest; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Section 19-10-45, 46, 47 NM Statutes 1978 Annotated) to consent to or approve this agreement on behalf of the State of New Mexico, insofar as it covers and includes lands and mineral interest of the State of New Mexico; and

WHEREAS, the Oil Conservation Division of the New Mexico Energy and Minerals Department, hereinafter referred to as "Division", is authorized by an act of the Legislature (Chapter 70 and 71, NM Statutes 1978 Annotated) to approve this agreement and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interests in the JAVELINA UNIT covering the land hereinafter described to give reasonably effective control of operations therein; and

WHEREAS, it is the purpose of the parties hereto to conserve natural resources, prevent waste, and secure other benefits obtainable through development and operation of the area subject to this agreement under the terms, conditions, and limitations herein set forth;

NOW, THEREFORE, in consideration of the premises and the promises herein contained, the parties hereto commit to this agreement their respective interests in the below-defined unit area, and agree severally among themselves as follows:



- 1. ENABLING ACT AND REGULATIONS. The Mineral Leasing Act of February 25, 1920, as amended, supra, and all valid pertinent regulations including operating and unit plan regulations and State of New Mexico leases and rules and regulations, heretofore issued thereunder or valid, pertinent and reasonable regulations hereafter issued thereunder are accepted and made a part of this agreement as to Federal and State of New Mexico lands, provided such regulations are not inconsistent with the terms of this agreement; and as to non-Federal lands, the oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations, not inconsistent with the terms hereof or the laws of the State in which the non-Federal land is located, are hereby accepted and made a part of this agreement.
- **2. UNIT AREA.** The area specified on the map attached hereto marked Exhibit "A" is hereby designated and recognized as constituting the unit area, containing 5,119.76 acres, more or less.

Exhibit "A" shows, in addition to the boundary of the unit area, the boundaries and identity of tracts and leases in said area to the extent known to the Unit Operator. Exhibit "B" attached hereto is a schedule showing to the extent known to the Unit Operator, the acreage, percentage, and kind of ownership of oil and gas interests in all lands in the unit area. However, nothing herein or in Exhibits "A" or "B" shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in the Exhibits as owned by such party. Exhibits "A" and "B" shall be revised by the Unit Operator whenever changes in the unit area or in the ownership interests in the individual tracts render such revision necessary, or when requested by the Authorized Officer, hereinafter referred to as "AO", or when requested by the Commissioner of Public Lands of the State of New Mexico, hereinafter referred to as "Land Commissioner", and not less than four (4) copies of the revised Exhibits shall be filed with the proper Bureau of Land Management office, and one (1) copy thereof shall be filed with the Land Commissioner, and one (1) copy with the New Mexico Oil Conservation Division of the Energy and Minerals Department, hereinafter referred to as "Division".

The above-described unit area shall when practicable be expanded to include therein any additional lands or shall be contracted to exclude lands whenever such expansion or contraction is deemed to be necessary or advisable to conform with the purposes of this agreement. Such expansion or contraction shall be effected in the following manner:

- (a) Unit Operator, on its own motion (after preliminary concurrence by the AO), or on demand of the AO or the Land Commissioner (after preliminary concurrence by the AO and the Land Commissioner), shall prepare a notice of proposed expansion or contraction describing the contemplated changes in the boundaries of the unit area, the reasons therefore, any plans for additional drilling, and the proposed effective date of the expansion or contraction, preferably the first day of a month subsequent to the date of notice.
- (b) Said notice shall be delivered to the proper Bureau of Land Management office, the Land Commissioner, and the Division, and copies thereof mailed to the last known address of each working interest owner, lessee and lessor whose interests are affected, advising that 30 days will be allowed for submission to the Unit Operator of any objections.

- (c) Upon expiration of the 30-day period provided in the preceding item (b) hereof, Unit Operator shall file with the AO, the Land Commissioner, and the Division, evidence of mailing of the notice of expansion or contraction and a copy of any objections thereto which have been filed with the Unit Operator, together with an application in triplicate, for approval of such expansion or contraction and with appropriate joinders.
- (d) After due consideration of all pertinent information, the expansion or contraction shall, upon approval by the AO, the Land Commissioner and the Division, become effective as of the date prescribed in the notice thereof or such other appropriate date.
- (e) All legal subdivisions of lands (i.e., 40 acres by Government survey or its nearest lot or tract equivalent; in instances of irregular surveys, unusually large lots or tracts shall be considered in multiples of 40 acres or the nearest aliquot equivalent thereof), no parts of which are in or entitled to be in a participating area (as defined in Section 11) on or before the fifth anniversary of the effective date of the first initial participating area established under this unit agreement, shall be eliminated automatically from this agreement, effective of said fifth anniversary, and such lands shall no longer be a part of the unit area and shall no longer be subject to this agreement, unless diligent drilling operations under an approved plan of development are in progress on unitized lands on said fifth anniversary, in which event all such lands shall remain subject hereto for so long as such drilling operations are continued diligently. with not more than 90-days time elapsing between the completion of one such well and the commencement of the next such well. All legal subdivisions of lands not entitled to be in a participating area within 10 years after the effective date of the first initial participating area approved under this agreement shall be automatically eliminated from this agreement as of said tenth anniversary. The Unit Operator shall, within 90 days after the effective date of any elimination hereunder, describe the area so eliminated to the satisfaction of the AO and the Land Commissioner and promptly notify all parties in interest. All lands reasonably proved productive of unitized substances in paying quantities and developed to the satisfaction of the AO by diligent drilling operations under an approved plan of development after the aforesaid five-year period shall become participating in the same manner as during said first five-year period. However, when such diligent drilling operations cease, all nonparticipating lands not then entitled to be in a participating area shall be automatically eliminated effective as of the 91st day thereafter.

Any expansion of the unit area pursuant to this section which embraces lands theretofore eliminated pursuant to this subsection 2(e) shall not be considered automatic commitment or recommitment of such lands. If conditions warrant extension of the 10-year period specified in this subsection, a single extension of not to exceed two years may be accomplished by consent of the owners of 90 percent of the working interest in the current nonparticipating unitized lands and the owners of 60 percent of the basic royalty interests (exclusive of the basic royalty interests of the United States) in nonparticipating unitized lands with approval of the AO and the Land Commissioner, provided such extension application is submitted not later than 60 days prior to the expiration of said 10-year period.

### 3. UNITIZED LAND AND UNITIZED SUBSTANCES. All land now or hereafter

committed to this agreement shall constitute land referred to herein as "unitized land" or "land subject to this agreement." All oil and gas in any and all formations of the unitized land from the top of the Bone Spring formation defined as the stratigraphic equivalent of the top of the Bone Spring Lime, as seen at 8,400 feet beneath the surface in that certain Schlumberger Gamma Ray and Dual Laterolog/MSFL, dated November 13, 1980, in the Sotol Federal 1 (API # 30-015-23459), located in Section 12, Township 24 South, Range 31 East, Eddy County, New Mexico, to the center of the earth, are unitized under the terms of this agreement and herein are called "unitized substances"; provided, however, that it is the specific intent of the parties hereto not to cause or effectuate any horizontal segregation of any Federal or State lease committed hereto as a consequence of the aforementioned depth limitations of the unitized land.

Within the unitized land and as referenced herein, the Wolfcamp formation is defined as the interval between the stratigraphic equivalent of the interval between the base of the Bone Spring formation as seen at 11,755 feet beneath the surface, to the stratigraphic equivalent of the top of the Cisco formation, as seen at 13,255 feet beneath the surface, as also shown in that certain Schlumberger Gamma Ray and Dual Laterolog/MSFL, dated December 19, 1980, in the Sotol Federal 1 (API # 30-015-23459), located in Section 12, Township 24 South, Range 31 East, Eddy County, New Mexico.

- **4. UNIT OPERATOR.** CHEVRON U.S.A. INC. is hereby designated as Unit Operator and by signature hereto as Unit Operator agrees and consents to accept the duties and obligations of Unit Operator for the discovery, development, and production of unitized substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interest in unitized substances, and the term "working interest owner" when used herein shall include or refer to Unit Operator as the owner of a working interest only when such an interest is owned by it.
- 5. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time prior to the establishment of a participating area or areas hereunder, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and terminate Unit Operator's rights as such for a period of six months after notice of intention to resign has been served by Unit Operator on all working interest owners and the AO, Land Commissioner, and Division, and until all wells then drilled hereunder are placed in a satisfactory condition for suspension or abandonment, whichever is required by the AO as to Federal lands, and the Division as to State and fee lands, unless a new Unit Operator shall have been selected and approved and shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

Unit Operator shall have the right to resign in like manner and subject to like limitations as above provided at any time after a participating area established hereunder is in existence, but in all instances of resignation or removal, until a successor Unit Operator is selected and approved as hereinafter provided, the working interest owners shall be jointly responsible for performance of the duties of unit Operator, and shall not later than 30 days before such resignation or removal becomes effective appoint a common agent to represent them in any action to be taken hereunder.

The resignation of Unit Operator shall not release the Unit Operator from any liability for any default by it hereunder occurring prior to the effective date of its resignation.

The Unit Operator may, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by the same percentage vote of the owners of working interests as herein provided for the selection of a new Unit Operator. Such removal shall be effective upon notice thereof to the AO and the Land Commissioner.

The resignation or removal of Unit Operator under this agreement shall not terminate its right, title, or interest as the owner of working interest or other interest in unitized substances, but upon the resignation or removal of Unit Operator becoming effective, such Unit Operator shall deliver possession of all wells, equipment, materials, and appurtenances used in conducting the unit operations to the new duly qualified successor Unit Operator or to the common agent, if no such new Unit Operator is selected to be used for the purpose of conducting unit operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equipment, or appurtenances needed for the preservation of any wells.

- **6. SUCCESSOR UNIT OPERATOR.** Whenever the Unit Operator shall tender his or its resignation as Unit Operator or shall be removed as hereinabove provided, or a change of Unit Operator is negotiated by working interest owners, the owners of the working interests according to their respective acreage interests in all unitized land shall, pursuant to Approval of the Parties requirements of the unit operating agreement, select a successor Unit Operator. Such selection shall not become effective until:
- (a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and
- (b) the selection shall have been approved by the AO and approved by the Land Commissioner.

If no successor Unit Operator is selected and qualified as herein provided, the AO and the Land Commissioner at their election may declare this unit agreement terminated.

7. ACCOUNTING PROVISIONS AND UNIT OPERATION AGREEMENT. If the Unit Operator is not the sole owner of working interests, costs and expenses incurred by Unit Operator in conducting unit operations hereunder shall be paid and apportioned among and borne by the owners of working interests, all in accordance with the agreement or agreements entered into by and between the Unit Operator and the owners of working interests, whether one or more, separately or collectively. Any agreement or agreements entered into between the working interest owners and the Unit Operator as provided in this section, whether one or more, are herein referred to as the "unit operating agreement." Such unit operating agreement shall also provide the manner in which the working interest owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases, or other independent contracts, and such other rights and obligations as between Unit Operator and the working interest owners as may be agreed upon by Unit Operator and the working interest owners; however, no such unit operating

agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the Unit Operator of any right or obligation established under this agreement, and in case of any inconsistency or conflict between this agreement and the unit operating agreement, this agreement shall govern. Two copies of the unit operating agreement, executed pursuant to this section shall be filed in the proper Bureau of Land Management office and one true copy with the Land Commissioner prior to approval of this unit agreement.

- 8. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR. Except as otherwise specifically provided herein, the exclusive right, privilege and duty of exercising any and all rights of the parties hereto which are necessary or convenient for prospecting for, producing, storing, allocating, and distributing the unitized substances are hereby delegated to and shall be exercised by the Unit Operator as herein provided. Acceptable evidence of title to said rights shall be deposited with Unit Operator and, together with this agreement, shall constitute and define the rights, privileges and obligations of Unit Operator. Nothing herein, however, shall be construed to transfer title to any land or to any lease or operating agreement, it being understood that under this agreement the Unit Operator, in its capacity as Unit Operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.
- 9. DRILLING TO DISCOVERY. Within six (6) months after the effective date hereof, the Unit Operator shall commence to drill a horizontal test well at the location approved by the AO if on Federal land or by the Land Commissioner if on State land or by the Division if on Fee land, unless on such effective date a well is being drilled in conformity with the terms hereof. and thereafter continue such drilling diligently until the Bone Spring formation, or other stratigraphically lower prospective formation within the unitized land has been tested with one well with at least a one-mile horizontal lateral, which can be produced in paying quantities (to wit: quantities sufficient to repay the costs of drilling, completing, and producing operations. with a reasonable profit) or the Unit Operator shall at any time establish to the satisfaction of the AO if it be on Federal land or of the Land Commissioner if on State land, or the Division if on Fee land, that further drilling of said well would be unwarranted or impracticable. Until the discovery of unitized substances capable of being produced in paying quantities, the Unit Operator shall continue drilling one well at a time, allowing not more than 6 months between the completion of one well and the commencement of drilling operations for the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of the AO if it be on Federal land, or of the Land Commissioner if it be on State land or until it is reasonably proved that the unitized land is incapable of producing unitized substances in paying quantities in the formations drilled hereunder. Nothing in this section shall be deemed to limit the right of the Unit Operator to resign as provided in Section 5, hereof, or as requiring Unit Operator to commence or continue any drilling during the period pending such resignation becoming effective in order to comply with the requirements of this section.

The AO and the Land Commissioner may modify any of the drilling requirements of this section by granting reasonable extensions of time when, in their opinion, such action is warranted.

Until the establishment of a participating area, the failure to commence a well subsequent to the drilling of the initial obligation well, as provided for in this section, within the time

allowed including any extension of time granted by the AO and the Land Commissioner, shall cause this agreement to terminate automatically. Upon failure to continue drilling diligently any well other than the obligation well(s) commenced hereunder, the AO and Land Commissioner may, after 15-days notice to the Unit Operator, declare this unit agreement terminated. Failure to commence drilling the first of the multiple obligation wells on time and to drill it diligently to test the Bone Spring formation with a one-mile horizontal lateral shall result in the unit agreement approval being declared invalid ab initio by the AO and Land Commissioner.

10. PLAN OF FURTHER DEVELOPMENT AND OPERATION. Within six months after completion of a well capable of producing unitized substances in paying quantities, the Unit Operator shall submit for the approval of the AO, the Land Commissioner, and Division, an acceptable plan of development and operation for the unitized land which, when approved by the AO, Land Commissioner, and Division, shall satisfy the AO, Land Commissioner, and Division, and constitute the further drilling and development obligations of the Unit Operator under this agreement for a period of twelve (12) months. Thereafter, before the expiration of any existing plan, the Unit Operator shall submit for the approval of the AO, Land Commissioner, and Division, a plan for an additional 12-month period for the development and operation of the unitized land. Subsequent plans should be filed on a calendar-year basis not later than March 1 of each year. Any proposed modification or addition to the existing plan should be filed as a supplement to the plan.

Any plan submitted pursuant to this section shall provide for the timely exploration of the unitized area, and for the diligent drilling necessary for determination of the area or areas capable of producing unitized substances in paying quantities in each and every productive formation and developed to the satisfaction of the AO, Land Commissioner, and Division. This plan shall be as complete and adequate as the AO, Land Commissioner, and Division may determine to be necessary for timely development and proper conservation of the oil and gas resources in the unitized area and shall:

- (a) Specify the number and locations of any wells to be drilled and the proposed order and time for such drilling; and
  - (b) Provide a summary of operations and production for the previous year.

Plans shall be modified or supplemented when necessary to meet changed conditions or to protect the interests of all parties to this agreement. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of development and operation. The AO and the Land Commissioner are authorized to grant a reasonable extension of the six-month period herein prescribed for submission of the initial plan of development and operation where such action is justified because of unusual conditions or circumstances.

After completion of a well capable of producing unitized substances in paying quantities, no further wells, except such as may be necessary to afford protection against operations not under this agreement and such as may be specifically approved by the AO, the Land Commissioner, and Division, shall be drilled except in accordance with an approved plan of development and operation.

Notwithstanding anything in this unit agreement to the contrary, except Section 25, UNAVOIDABLE DELAY, a total of eight (8) horizontal wells shall be drilled pursuant to approved plans of development within five years of the effective date hereof. Unit Operator intends to drill such eight (8) horizontal wells as follows, subject to the requirements of this Section 10, PLAN OF FURTHER DEVELOPMENT AND OPERATION:

Bottom-Hole Section	Surface-Hole Section	Lateral Length	Lateral Direction	Target Formation
Section 1	Section 12	2 Miles	North	Wolfcamp
Section 2	Section 11	2 Miles	South	Wolfcamp
Section 15	Section 10	2 Miles	South	Wolfcamp
Section 16	Section 9	2 Miles	South	Wolfcamp
Section 1	Section 12	2 Miles	North	Bone Spring
Section 2	Section 11	2 Miles	South	Bone Spring
Section 15	Section 10	2 Miles	South	Bone Spring
Section 16	Section 9	2 Miles	South	Bone Spring

It is agreed by the Unit Operator that the wells identified here represent the minimum number of wells for the BLM and the Land Commissioner to approve the participating area(s) proposed by the Unit Operator, and failure to complete the above-described well program within the five-year timeframe shall cause the unit to contract in accordance with the terms of Section 2(e) of this Unit Agreement.

Failure to timely submit an acceptable annual plan of development that provides for the diligent drilling of the unit area in accordance with this section, and to diligently execute said plan, shall cause those lands in a participating area not otherwise developed to the satisfaction of the AO, the Land Commissioner, and the Division to be eliminated from the participating area pursuant to the provisions of Section 11.

The AO and Land Commissioner may modify any of the drilling requirements of this section by granting reasonable extensions of time when, in their opinion, such action is warranted.

11. PARTICIPATION AFTER DISCOVERY. Determination as to whether a well completed within the Unit Area prior to the effective date of this agreement is capable of producing unitized substances in paying quantities shall be deferred until the initial participating area is established as the result of the completion for production in paying quantities of the obligation wells in accordance with Section 9 of this Agreement.

Upon completion of the obligation wells, designated in Section 9 of the Unit Agreement, as capable of producing unitized substances in paying quantities, or as soon thereafter as required by the AO, the Land Commissioner, or the Division, the Unit Operator shall submit for approval by the AO, the Land Commissioner, and the Division, a schedule, based on subdivision of the public land survey or aliquot parts thereof, of all land then regarded as reasonably proved to be productive of unitized substances in paying quantities. These lands shall constitute a

participating area on approval of the AO, the Land Commissioner, and the Division, effective as of the date of completion of such well or the effective date of this unit agreement, whichever is later. The acreages of both Federal and non-Federal lands shall be based upon appropriate computations from the courses and distances shown on the last approved public land survey as of the effective date of each initial participating area. The schedule shall also set forth the percentage of unitized substances to be allocated, as provided in Section 12, to each committed tract in the participating area so established, and shall govern the allocation of production commencing with the effective date of the participating area. A different participating area shall be established for each separate pool or deposit of unitized substances or for any group thereof which is produced as a single pool or zone, and any two or more participating areas so established may be combined into one, on approval of the AO and the Land Commissioner. When production from two or more participating areas is subsequently found to be from a common pool or deposit, the participating areas shall be combined into one, effective as of such appropriate date as may be approved or prescribed by the AO, the Land Commissioner, and the Division. The participating area or areas so established shall be revised annually, subject to the approval of the AO, the Land Commissioner, and Division, to include additional lands then regarded as reasonably proved to be productive of Unitized Substances in paying quantities and developed to the satisfaction of the AO, the Land Commissioner, and Division, under an approved plan of development or which are necessary for unit operations; or to exclude lands then regarded as not reasonably proved to be productive of Unitized Substances in paying quantities or that are not developed to the satisfaction of the AO, the Land Commissioner, or Division, under an approved plan of development, unless diligent drilling operations are underway in accordance with an existing approved plan of development as provided in Section 10. The schedule of allocation percentages shall be revised accordingly. The effective date of any revision shall be the first of the month in which the knowledge or information is obtained on which such revision is predicated; provided however, that a more appropriate effective date may be used if justified by Unit Operator and approved by the AO, the Land Commissioner, and Division. No land shall be excluded from a participating area on account of depletion of its unitized substances, except that any participating area established under the provisions of this unit agreement shall terminate automatically whenever all completions in the formation on which the participating area is based are abandoned.

In the absence of agreement at any time between the Unit Operator and the AO and the Land Commissioner as to the proper definition or redefinition of a participating area, or until a participating area has, or areas have, been established, the portion of all payments affected thereby shall, except royalty due the United States and the State of New Mexico, be impounded in a manner mutually acceptable to the owners of committed working interests. Royalties due the United States shall be determined by the AO, and royalties due the State of New Mexico shall be determined by the Land Commissioner, and the amount thereof shall be deposited, as directed by the AO or State (as appropriate), until a participating area is finally approved and then adjusted in accordance with a determination of the sum due as Federal or State royalty on the basis of such approved participating area.

Whenever it is determined, subject to the approval of the AO, the Land Commissioner, and the Division, that a well drilled under this agreement is not capable of production of unitized substances in paying quantities and inclusion in a participating area of the land on which it is

situated is unwarranted, production from such well shall, for the purpose of settlement among all parties other than working interest owners, be allocated to the land on which the well is located, unless such land is already within the participating area established for the pool or deposit from which such production is obtained. Settlement for working interest benefits from such a nonpaying unit well shall be made as provided in the unit operating agreement.

12. ALLOCATION OF PRODUCTION. All unitized substances produced from a participating area established under this agreement, except any part thereof used in conformity with good operating practices within the unitized area for drilling, operating and other production or development purposes, for repressuring or recycling in accordance with a plan of development and operations that has been approved pursuant to Section 10, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of unitized land and unleased Federal or State land, if any, included in the participating area established for such production. Each such tract shall have allocated to it such percentage of said production as the number of acres of such tract included in said participating area bears to the total acres of unitized land and unleased Federal or State land, if any, included in said participating area. There shall be allocated to the working interest owner(s) of each tract of unitized land in said participating area, in addition, such percentage of the production attributable to the unleased Federal and State land within the participating area as the number of acres of such unitized tract included in said participating area bears to the total acres of unitized land in said participating area, for the payment of the compensatory royalty specified in Section 17 of this agreement. Allocation of production hereunder for purposes other than for settlement of the royalty. overriding royalty, or payment out of production obligations of the respective working interest owners, including compensatory royalty obligations under Section 17, shall be prescribed as set forth in the unit operating agreement or as otherwise mutually agreed by the affected parties. It is hereby agreed that production of unitized substances from a participating area shall be allocated as provided herein, regardless of whether any wells are drilled on any particular part or tract of the participating area. If any gas produced from one participating area is used for repressuring or recycling purposes in another participating area, the first gas withdrawn from the latter participating area for sale during the life of this agreement, shall be considered to be the gas so transferred, until an amount equal to that transferred shall be so produced for sale and such gas shall be allocated to the participating area from which initially produced as such area was defined at the time that such transferred gas was finally produced and sold.

### 13. DEVELOPMENT OR OPERATION OF NONPARTICIPATING LAND OR

**FORMATIONS.** Any operator may with the approval of the AO, the Land Commissioner, and the Division, at such party's sole risk, costs, and expense, drill a well on the unitized land to test any formation provided the well is outside any participating area established for that formation, unless within 90 days of receipt of notice from said party of his intention to drill the well, the Unit Operator elects and commences to drill the well in a like manner as other wells are drilled by the Unit Operator under this agreement.

If any well drilled under this section by a non-unit operator results in production of unitized substances in paying quantities such that the land upon which it is situated may properly be included in a participating area, such participating area shall be established or enlarged as

provided in this agreement and the well shall thereafter be operated by the Unit Operator in accordance with terms of this agreement and the unit operating agreement.

If any well drilled under this section by a non-unit operator that obtains production in quantities insufficient to justify the inclusion of the land upon which such well is situated in a participating area, such well may be operated and produced by the party drilling the same, subject to the conservation requirements of this agreement. The royalties in amount or value of production from any such well shall be paid as specified in the underlying lease and agreements affected.

14. ROYALTY SETTLEMENT. The United States and any State and any royalty owner, who is entitled to take in kind a share of the substances now unitized hereunder shall be hereafter be entitled to the right to take in kind its share of the unitized substances, and Unit Operator, or the non-unit operator in the case of the operation of a well by a non-unit operator as herein provided for in special cases, shall make deliveries of such royalty share taken in kind in conformity with the applicable contracts, laws, and regulations. Settlement for royalty interest not taken in kind shall be made by an operator responsible therefore under existing contracts, laws and regulations, or by the Unit Operator on or before the last day of each month for unitized substances produced during the preceding calendar month; provided, however, that nothing in this section shall operate to relieve the responsible parties of any land from their respective lease obligations for the payment of any royalties due under their leases.

If gas obtained from lands not subject to this agreement is introduced into any participating area hereunder, for use in repressuring, stimulation of production, or increasing ultimate recovery, in conformity with a plan of development and operation pursuant to Section 10, a like amount of gas, after settlement as herein provided for any gas transferred from any other participating area and with appropriate deduction for loss from any cause, may be withdrawn from the formation into which the gas is introduced, royalty free as to dry gas, but not as to any products which may be extracted therefrom; provided that such withdrawal shall be at such time as may be provided in the approved plan of development and operation or as may otherwise be consented to by the AO and the Land Commissioner as conforming to good petroleum engineering practice; and provided further, that such right of withdrawal shall terminate on the termination of this unit agreement.

Royalty due the United States shall be computed as provided in 30 CFR Group 200 and paid in value or delivered in kind as to all unitized substances on the basis of the amounts thereof allocated to unitized Federal land as provided in Section 12 at the rates specified in the respective Federal leases, or at such other rate or rates as may be authorized by law or regulation and approved by the AO; provided, that for leases on which the royalty rate depends on the daily average production per well, said average production shall be determined in accordance with the operating regulations as though each participating area were a single consolidated lease.

15. RENTAL SETTLEMENT. Rental or minimum royalties due on leases committed hereto shall be paid by the appropriate parties under existing contracts, laws, and regulations, provided that nothing herein contained shall operate to relieve the responsible parties of the land from their respective obligations for the payment of any rental or minimum royalty due under

their leases. Rental or minimum royalty for lands of the United States subject to this agreement shall be paid at the rate specified in the respective leases from the United States unless such rental or minimum royalty is waived, suspended, or reduced by law or by approval of the Secretary or his duly authorized representative.

Rentals on State of New Mexico lands subject to this agreement shall be paid at the rate specified in the respective leases.

With respect to any lease on non-Federal land containing provisions which would terminate such lease unless drilling operations are commenced upon the land covered thereby within the time therein specified or rentals are paid for the privilege of deferring such drilling operations, the rentals required thereby shall, notwithstanding any other provision of this agreement, be deemed to accrue and become payable during the term thereof as extended by this agreement and until the required drilling operations are commenced upon the land covered thereby, or until some portion of such land is included within a participating area.

**16. CONSERVATION.** Operations hereunder and production of unitized substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to State or Federal law or regulation.

### 17. DRAINAGE.

- (a) The Unit Operator shall take such measures as the AO and Land Commissioner deems appropriate and adequate to prevent drainage of unitized substances from unitized land by wells on land not subject to this agreement, which shall include the drilling of protective wells and which may include the payment of a fair and reasonable compensatory royalty, as determined by the AO as to Federal leases and the Land Commissioner as to State leases.
- (b) Whenever a participating area approved under Section 11 of this agreement contains unleased Federal lands, the value of 12-1/2 percent of the production that would be allocated to such Federal lands under Section 12 of this agreement, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal Government. Parties to this agreement holding working interests in committed leases within the applicable participating area shall be responsible for such compensatory royalty payment on the volume of production reallocated from the unleased Federal lands to their unitized tracts under Section 12. The value of such production subject to the payment of said royalties shall be determined pursuant to 30 CFR Part 206. Payment of compensatory royalties on the production reallocated from unleased Federal land to the committed tracts within the participating area shall fulfill the Federal royalty obligation for such production, and said production shall be subject to no further Federal royalty assessment under Section 14 of this agreement. Payment of compensatory royalties as provided herein shall accrue from the date the committed tracts in the participating area that includes unleased Federal lands receive a production allocation, and shall be due and payable monthly by the last day of the calendar month next following the calendar month of actual production. If leased Federal lands receiving a production allocation from the participating area become unleased, compensatory royalties shall accrue from the date the Federal lands become unleased. Payment due under this provision shall end when the unleased

Federal tract is leased or when production of unitized substances ceases within the participating area and the participating area is terminated, whichever occurs first.

- 18. LEASES AND CONTRACTS CONFORMED AND EXTENDED. The terms, conditions, and provisions of all leases, subleases, and other contracts relating to exploration, drilling, development or operation for oil or gas on lands committed to this agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect; and the parties hereto hereby consent that the Secretary, as to Federal leases, and the Land Commissioner, as to State leases, shall and by his approval hereof, or by the approval hereof by his duly authorized representative, does hereby establish, alter, change, or revoke the drilling, producing, rental, minimum royalty, and royalty requirements of Federal leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this agreement, and, without limiting the generality of the foregoing, all leases, subleases, and contracts are particularly modified in accordance with the following:
- (a) The development and operation of lands subject to this agreement under the terms hereof shall be deemed full performance of all obligations for development and operation with respect to each and every separately owned tract subject to this agreement, regardless of whether there is any development of any particular tract of this unit area.
- (b) Drilling and producing operations performed hereunder upon any tract of unitized lands will be accepted and deemed to be performed upon and for the benefit of each and every tract of unitized land, and no lease shall be deemed to expire by reason of failure to drill or produce wells situated on the land therein embraced.
- (c) Suspension of drilling or producing operations on all unitized lands pursuant to direction or consent of the AO and the Land Commissioner or his duly authorized representative shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every tract of unitized land. A suspension of drilling or producing operations limited to specified lands shall be applicable only to such lands.
- (d) Each lease, sublease, or contract relating to the exploration, drilling, development, or operation for oil or gas of lands other than those of the United States committed to this agreement which, by its terms might expire prior to the termination of this agreement, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of this agreement.
- (e) Any Federal lease committed hereto shall continue in force beyond the term so provided therein or by law as to the land committed so long as such lease remains subject hereto, provided that production of unitized substances in paying quantities is established under this unit agreement prior to the expiration date of the term of such lease, or in the event actual drilling operations are commenced on unitized land, in accordance with provisions of this agreement, prior to the end of the primary term of such lease and are being diligently prosecuted at that time, such lease shall be extended for two years, and so long thereafter as oil or gas is

produced in paying quantities in accordance with the provisions of the Mineral Leasing Act, as amended.

- (f) Each sublease or contract relating to the operation and development of unitized substances from lands of the United States committed to this agreement, which by its terms would expire prior to the time at which the underlying lease, as extended by the immediately preceding paragraph, will expire is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of the underlying lease as such term is herein extended.
- (g) The segregation of any Federal lease committed to this agreement is governed by the following provision in the fourth paragraph of Sec. 17(m) of the Mineral Leasing Act, as amended by the Act of September 2, 1960 (74 Stat. 781-784) (30 U.S.C. 226(m)):

"Any (Federal) lease heretofore or hereafter committed to any such (unit) plan embracing lands that are in part within and in part outside of the area covered by any such plan shall be segregated into separate leases as to the lands committed and the lands not committed as of the effective date of unitization: Provided, however, that any such lease as to the non-unitized portion shall continue in force and effect for the term thereof but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities."

If the public interest requirement is not satisfied, the segregation of a lease and/or extension of a lease pursuant to 43 CFR 3107.3-2 and 43 CFR 3107.4, respectively, shall not be effective.

- (h) Any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto shall be segregated as to the portion committed and the portion not committed, and the provisions of such lease shall apply separately to such segregated portions commencing as of the effective date hereof- provided, however, that notwithstanding any of the provisions of this agreement to the contrary, such lease shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease, if oil or gas is being produced in paying quantities from some part of the lands embraced in such lease at the expiration of the fixed term of such lease; or if, at the expiration of the fixed term, the lessee or the Unit Operator is then engaged in bona fide drilling or reworking operations on some part of the lands embraced in such lease, then the same as to all lands embraced therein shall remain in full force and effect so long as such operations are being diligently prosecuted, and if they result in the production of oil or gas, said lease shall continue in full force and effect as to all the lands embraced therein, so long thereafter as oil or gas in paying quantities is being produced from any portion of said lands.
- 19. COVENANTS RUN WITH THE LAND. The covenants herein shall be construed to be covenants running with the land with respect to the interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer or conveyance of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest.

No assignment or transfer of any working interest, royalty, or other interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, photostatic, or certified copy of the instrument of transfer.

- **20. EFFECTIVE DATE AND TERM.** This agreement shall become effective upon approval by the AO and the Land Commissioner and shall automatically terminate five years from said effective date unless:
- (a) Upon application by the Unit operator such date of expiration is extended by the AO and the Land Commissioner; or
- (b) It is reasonably determined prior to the expiration of the fixed term or any extension thereof that the unitized land is incapable of production of unitized substances in paying quantities in the formations tested hereunder, and after notice of intention to terminate this agreement on such ground is given by the Unit Operator to all parties in interest at their last known address, this agreement is terminated with approval of the AO and the Land Commissioner; or
- (c) A valuable discovery of unitized substances in paying quantities has been made or accepted on unitized land during said initial term or any extension thereof, in which event this agreement shall remain in effect for such term and so long thereafter as unitized substances can be produced in quantities sufficient to pay for the cost of producing same from wells on unitized land within any participating area established hereunder. Should production cease and diligent drilling or reworking operations to restore production or new production are not in progress within 60 days and production is not restored or should new production not be obtained in paying quantities on committed lands within this unit area, this agreement will automatically terminate effective the last day of the month in which the last unitized production occurred; or
- (d) It is voluntarily terminated as provided in this agreement. Except as noted herein, this agreement may be terminated at any time prior to the discovery of unitized substances which can be produced in paying quantities by not less than 75 per centum, on an acreage basis, of the working interest owners signatory hereto, with the approval of the AO and the Land Commissioner. The Unit Operator shall give notice of any such approval to all parties hereto. If the public interest requirement is not satisfied, the approval of this unit by the AO shall be invalid.
- 21. RATE OF PROSPECTING, DEVELOPMENT, AND PRODUCTION. The AO is hereby vested with authority to alter or modify from time to time, in his discretion, the quantity and rate of production under this agreement when such quantity and rate are not fixed pursuant to Federal or State law, or do not conform to any Statewide voluntary conservation or allocation program which is established, recognized, and generally adhered to by the majority of operators in such State. The above authority is hereby limited to alteration or modifications which are in the public interest. The public interest to be served and the purpose thereof, must be stated in the order of alteration or modification. Without regard to the foregoing, the AO is also hereby vested with authority to alter or modify from time to time, in his discretion, the rate of

prospecting and development and the quantity and rate of production under this agreement when such alteration or modification is in the interest of attaining the conservation objectives stated in this agreement and is not in violation of any applicable Federal or State law-; provided further, that no such alteration or modification shall be effective as to any land of the State of New Mexico, as to the rate of prospecting and developing in the absence of specific written approval thereof by the Commissioner and also to any lands of the State of New Mexico or privately owned lands subject to this agreement as to the quantity and rate of production in the absence of specific written approval thereof by the Division.

Powers in this section vested in the AO shall only be exercised after notice to Unit Operator and opportunity for hearing to be held not less than 15 days from notice.

- 22. APPEARANCES. The Unit Operator shall, after notice to other parties affected, have the right to appear for and on behalf of any and all interests affected hereby before the Department of the Interior and the Land Commissioner and Division, and to appeal from orders issued under the regulations of said Department or Land Commissioner or Division, or to apply for relief from any of said regulations, or in any proceedings relative to operations before the Department or the Land Commissioner or the Division, or any other legally constituted authority; provided, however, that any other interested party shall also have the right at its own expense to be heard in any such proceeding.
- 23. NOTICES. All notices, demands, or statements required hereunder to be given or rendered to the parties hereto shall be in writing and shall be personally delivered to the party or parties, or sent by postpaid registered or certified mail, to the last-known address of the party or parties.
- **24. NO WAIVER OF CERTAIN RIGHTS.** Nothing contained in this agreement shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State where the unitized lands are located, or of the United States, or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive.
- 25. UNAVOIDABLE DELAY. All obligations under this agreement requiring the Unit Operator to commence or continue drilling, or to operate on, or produce unitized substances from any of the lands covered by this agreement, shall be suspended while the Unit Operator, despite the exercise of due care and diligence, is prevented from complying with such obligations, in whole or in part, by strikes, acts of God, Federal, State, or municipal law or agencies, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary materials or equipment in the open market, or other matters beyond the reasonable control of the Unit Operator, whether similar to matters herein enumerated or not.
- **26. NONDISCRIMINATION.** In connection with the performance of work under this agreement, the Unit Operator agrees to comply with all the provisions of section 202 (1) to (7) inclusive, of Executive Order 11246 (30 FR 12319), as amended, which are hereby incorporated by reference in this agreement.

27. LOSS OF TITLE. In the event title to any tract of unitized land shall fail and the true owner cannot be induced to join in this unit agreement, such tract shall be automatically regarded as not committed hereto and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title to any royalty, working interest, or other interests subject thereto, payment or delivery on account thereof may be withheld without liability for interest until the dispute is finally settled; provided, that, as to Federal lands or leases, no payments of funds due the United States shall be withheld, but such funds shall be deposited as directed by the AO and such funds of the State of New Mexico shall be deposited as directed by the Land Commissioner, to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

Unit Operator as such is relieved from any responsibility for any defect or failure of any title hereunder.

- 28. NONJOINDER AND SUBSEQUENT JOINDER. If the owner of any substantial interest in a tract within the unit area fails or refuses to subscribe or consent to this agreement, the owner of the working interest in that tract may withdraw the tract from this agreement by written notice delivered to the proper Bureau of Land Management office, the Land Commissioner, the Division, and the Unit Operator prior to the approval of this agreement by the AO and the Land Commissioner. Any oil or gas interests in lands within the unit area not committed hereto prior to final approval may thereafter be committed hereto by the owner or owners thereof subscribing or consenting to this agreement, and, if the interest is a working interest, by the owner of such interest also subscribing to the unit operating agreement. After operations are commenced hereunder, the right of subsequent joinder, as provided in this section, by a working interest owner is subject to such requirements or approval(s), if any, pertaining to such joinder, as may be provided for in the unit operating agreement. After final approval hereof, joinder by a nonworking interest owner must be consented to in writing by the working interest owner committed hereto and responsible for the payment of any benefits that may accrue hereunder in behalf of such nonworking interest. A nonworking interest may not be committed to this unit agreement unless the corresponding working interest is committed hereto. Joinder to the unit agreement by a working interest owner, at any time, must be accompanied by appropriate joinder to the unit operating agreement, in order for the interest to be regarded as committed to this agreement. Except as may otherwise herein be provided, subsequent joinders to this agreement shall be effective as of the date of the filing with the AO, the Land Commissioner, and the Division of duly executed counterparts of all or any papers necessary to establish effective commitment of any interest and/or tract to this agreement.
- **29. COUNTERPARTS.** 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 those parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all such parties had signed the same document, and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands within the above-described unit area.

**30. SURRENDER.** Nothing in this agreement shall prohibit the exercise by any working interest owner of the right to surrender vested in such party by any lease, sublease, or operating agreement as to all or any part of the lands covered thereby, provided that each party who will or might acquire such working interest by such surrender or by forfeiture as hereafter set forth, is bound by the terms of this agreement.

If as a result of any such surrender, the working interest rights as to such lands become vested in any party other than the fee owner of the unitized substances, said party may forfeit such rights and further benefits from operations hereunder as to said land to the party next in the chain of title who shall be and become the owner of such working interest.

If as the result of any such surrender or forfeiture working interest rights become vested in the fee owner of the unitized substances, such owner may:

- (a) Accept those working interest rights subject to this agreement and the unit operating agreement; or
- (b) Lease the portion of such land as is included in a participating area established hereunder subject to this agreement and the unit operating agreement; or
- (c) Provide for the independent operation of any part of such land that is not then included within a participating area established hereunder.

If the fee owner of the unitized substances does not accept the working interest rights subject to this agreement and the unit operating agreement or lease such lands as above provided within six months after the surrendered or forfeited, working interest rights become vested in the fee owner; the benefits and obligations of operations accruing to such lands under this agreement and the unit operating agreement shall be shared by the remaining owners of the unitized working interests in accordance with their respective working interest ownerships, and such owners of working interests shall compensate the fee owner of unitized substances in such lands by paying sums equal to the rentals, minimum royalties, and royalties applicable to such lands under the lease in effect when the lands were unitized.

An appropriate accounting and settlement shall be made for all benefits accruing to or payments and expenditures made or incurred on behalf of such surrendered or forfeited working interests subsequent to the date of surrender or forfeiture, and payment of any moneys found to be owing by such an accounting shall be made as between the parties within 30 days.

The exercise of any right vested in a working interest owner to reassign such working interest to the party from whom obtained shall be subject to the same conditions as set forth in this section in regard to the exercise of a right to surrender.

31. TAXES. The working interest owners shall render and pay for their account and the account of the royalty owners all valid taxes on or measured by the unitized substances in and under or that may be produced, gathered and sold from the land covered by this agreement after its effective date, or upon the proceeds derived therefrom. The working interest owners on each

tract shall and may charge the proper proportion of said taxes to royalty owners having interests in said-tract, and may currently retain and deduct a sufficient amount of the unitized substances or derivative products, or net proceeds thereof, from the allocated share of each royalty owner to secure reimbursement for the taxes so paid. No such taxes shall be charged to the United States or to the State of New Mexico or to any lessor who has a contract with his lessee which requires the lessee to pay such taxes.

- **32. NO PARTNERSHIP.** It is expressly agreed that the relation of the parties hereto is that of independent contractors and nothing contained in this agreement, expressed or implied, nor any operations conducted hereunder, shall create or be deemed to have created a partnership association between the parties hereto or any of them.
- **33. SURFACE AND ENVIRONMENTAL PROTECTION STIPULATIONS.** Nothing in this agreement shall modify or change either the special Federal lease stipulations relating to surface management or such special Federal lease stipulations relating to surface and environmental protection, attached to and made a part of, Oil and Gas Leases covering lands within the Unit Area.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and have set opposite their respective names the date of execution.

OPERATOR & WORKING INTEREST OWNER	WORKING INTEREST OWNER
Chevron U.S.A. Inc.	COG Operating LLC
Name:	Name:
Title: Attorney-in-Fact	Title:
ADDRESS FOR NOTICES:	ADDRESS FOR NOTICES:
Chevron U.S.A. Inc.	COG Operating LLC
Attention: Land Manager	One Concho Center
1400 Smith St.	600 W. Illinois Ave.
Houston, Texas 77002	Midland, Texas 79701

# WORKING INTEREST OWNER

Fort Worth, Texas 76102

# WORKING INTEREST OWNER

Concho Oil & Gas LLC	Devon Energy Production Company, L.P.		
	Name:		
Title:	Title:		
ADDRESS FOR NOTICES:	ADDRESS FOR NOTICES:		
Concho Oil & Gas LLC One Concho Center 600 W. Illinois Ave. Midland, Texas 79701	Devon Energy Production Company, L.P. 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102		
WORKING INTEREST OWNER	WORKING INTEREST OWNER		
Titus Oil & Gas Production, LLC	Mabee-Flynt Lease Trust		
N			
Name:			
ADDRESS FOR NOTICES:	ADDRESS FOR NOTICES:		
100 Throckmorton St., Suite 1630	24 Smith Road, Ste. 601		

Midland, Texas 79705

# WORKING INTEREST OWNER WORKING INTEREST OWNER

Randy Prude	TEK Properties, Ltd.	
Name:	Name:	
ADDRESS FOR NOTICES:  201 West Wall St., Ste. 1200  Midland, Texas 79701	ADDRESS FOR NOTICES:  4705 Miramont Cir. Bryan, Texas 77802	
WORKING INTEREST OWNER	WORKING INTEREST OWNER	
Otto E. Schroeder, Jr.	Mary Patricia Dougherty Trust	
*		
Name:	Name:	
Title:	Title:	

## WORKING INTEREST OWNER

## WORKING INTEREST OWNER

Melissa Catherine Dougherty	Kevin Francis Dougherty	
Name:		
Title:	Title:	
ADDRESS FOR NOTICES:	ADDRESS FOR NOTICES:	
C/O Frost Bank Attn: Robert Turnbull P.O. Box 1600 San Antonio, Texas 78296	C/O Dougherty Enterprises, LLC, Attn: Terry Ann Dougherty 489 Stage Road Charlton, New York 12019	
WORKING INTEREST OWNER	WORKING INTEREST OWNER	
Mary Margaret Olson Trust	Catherine Madeline Grace	
Name:	Name:	
Title:	Title:	
ADDRESS FOR NOTICES:	ADDRESS FOR NOTICES:	
596 Aviator Drive	C/O Serna & Co.	

Fort Worth, Texas 76179

C/O Serna & Co. 6031 West Interstate 20, Suite 251 Arlington, Texas 76017

## **ACKNOWLEDGMENTS**

STATE OF TEXAS	<b>§</b> <b>§</b>	
COUNTY OF HARRIS	§ §	
This instrument was by Pennsylvania corporation, or	acknowledged before me on, Attorney-in-Fact for Chevron U.S.n behalf of said corporation.	, 2018, S.A. Inc. a
Notary Public in and for the	State of Texas	
My Commission Expires:		
STATE OF TEXAS	§	
COUNTY OF MIDLAND	§ §	
This instrument was a byLLC, a Delaware limited liab	ility company, on behalf of said company.	for COG Operating
Notary Public in and for the S	State of Texas	
My Commission Expires:		

STATE OF TEXAS §	
COUNTY OF MIDLAND §	
This instrument was acknowledged before me onfo	or Concho Oil &
by	or concilo on &
Notary Public in and for the State of Texas	
My Commission Expires:	
STATE OF OKLAHOMA §	
STATE OF OKLAHOMA §  COUNTY OF OKLAHOMA §	
This instrument was acknowledged before me on	or Devon Energy
by, for Production Company, L.P., an Oklahoma limited partnership, on behalf of sail	d limited
partnership.	
Notary Public in and for the State of Oklahoma	
My Commission Expires:	

STATE OF	§ §		
COUNTY OF			
This instrument was	acknowledged before me on _	for Titus Oil 8	Car
Production, LLC, an	, corporation, on behalf of s	for Titus Oil &	. Gas
Notary Public in and for the	State of	¥	
My Commission Expires:			
STATE OF	8		
COUNTY OF	§		
This instrument was	acknowledged before me on _	<u> </u>	
Lease Trust, a	, tr	for the Mabee- rust, on behalf of said trust.	Flynt
Notary Public in and for the	State of		
My Commission Expires:			

STATE OF	§ §			
COUNTY OF	§ §			
This instrument was acknoby Randy Prude, an individual.	owledged befor	re me on	 	
by Randy Frude, an individual.				
Notary Public in and for the State	of			
My Commission Expires:				
STATE OF	§ §			
COUNTY OF				
This instrument was acknown by, on behalf of sa	wledged befor	e me on	for TEK Proper	ties,
Etd., all, on behalf of sa	<u> </u>		•	
Notary Public in and for the State	of			
My Commission Expires:				

STATE OF	§ §	
COUNTY OF	§ §	
This instrument was acknoby Otto E. Schroeder, Jr., an indiv	owledged before me on _ vidual.	,,,,
Notary Public in and for the State	of	
My Commission Expires:		
STATE OF	§ §	
COUNTY OF	§ §	
This instrument was ackno	wledged before me on _	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
by Dougherty Trust, a	,	for the Mary Patricia trust, on behalf of said trust.
Notary Public in and for the State	of	
My Commission Expires:		

STATE OF	
COUNTY OF §	
This instrument was acknowledged before me on by,	,
by, Catherine Dougherty, on behalf of said individual.	for Melissa
Notary Public in and for the State of	
My Commission Expires:	
<del></del>	
STATE OF §	
STATE OF	
This instrument was acknowledged before me on	,,,,,,
by, Dougherty, on behalf of said individual.	for Kevin Francis
Notary Public in and for the State of	
My Commission Expires:	

STATE OF	§ §	
COUNTY OF	_	
This instrument was ack	nowledged before me on	
by	, for the Mary Margaret Olson	trust, a
	trust, on beha	all of said trust.
Notary Public in and for the Sta	te of	
My Commission Expires:		
STATE OF	8	
	§ § §	
COUNTY OF	- "	
This instrument was ack	nowledged before me on	
Madeline Green on hehalf of se	,id individual.	for Catherine
Madefine Grace, on behalf of sa	ia marviduai.	
Notary Public in and for the Stat	te of	
My Commission Expires:		

| NAKNA | NAKNA 667106 | 064504 | Chevron U.S.A. Inc. | D. Chevron U.S.A. | S. Chevron U.S.A. | Chevron U.S. | Chevron U.S.A. | (a) Eddy County NMNM 069369 Chevron U.S.A. Inc. HBP  $\odot$ 7 KO-5018 Chevren U.S.A. Inc. **8** NMNM 029234
Chevron U.S.A. Inc.
HBP Chevron U.S.A. Inc. HBP NMNM 070895 NMNM 029234 Chevron U.S.A. Inc. HBP 10 Township 24 South Range 31 East • Chevron U.S.A. Inc. HBP Chevron U.S.A. Inc. HBP NMNM 056741 (2) V0-5789 Chevron U.S.A. Inc. EIBP (E) 6 NMNM 029234
Chevron U.S.A. Inc.
HBP NMNM 063757 Chevron U.S.A. Inc. HBP V-2732 verms U.S.A. Inc. Hill? Percentage 100.00% 75.01% 24.99% JAVELINA UNIT AREA Chevron U.S.A. Inc. - Operator Eddy County, New Mexico Exhibit "A" 1,279.88 Acreage 3,839.88 5,119.76 Federal Lands State Lands

15

(2)

16

(<u>1</u>)

VB 2538 Chevron U.S.A. Inc. Primary Term

#### Exhibit "B"

## Schedule Showing the Percentage and Ownership of Oil and Gas Interests

### Javelina Unit Area

### Eddy County, New Mexico

Ownership reflected herein covers those formations lying below the top of the Bone Spring formation defined as the stratigraphic equivalent of the top of the Bone Spring Lime, as seen at 8,400 feet beneath the surface in that certain Schlumberger Gamma Ray and Dual Laterolog/MSFL, dated November 13, 1980, in the Sotol Federal 1 (API # 30-015-23459), Jocated in Section 12, Township 24,

TRACT NUMBER

OF LAND OF ACRES  ands 639.88  N.M.P.M	South, Range 31 East, Eddy County. New Mexico, to the center of the earth.		Siding Scale
OF LAND OF ACRES  ands 639.88  N.M.P.M	th, Range 31 E		Sliding Scale 12.5% - 25% U.S.A All
		DESCRIPTION OF LAND OF ACRES LEASE EXPIRATION	Eederal Lands 639.88 NMNM 069369 T24S. R31E, N.M.P.M  Effective Section 1: All  HBP

0.000200000

Nuevo Seis Limited Partnership

III SEP-IRA

TRACT	DESCRIPTION OF LAND	NUMBER OF ACRES	NUMBER SERIAL NUMBER & OF ACRES LEASE EXPIRATION	BASIC ROYALTY & PERCENTAGE	LESSEE OF RECORD & PERCENTAGE	OVERRIDING ROYALTY & PERCENTAGE	RCENTAGE	WORKING INTEREST & PERCENTAGE	CENTAGE
						Alan R. Hannifin, as his sole and separate property Michelle R. Hannifin, a 0.01786100 Single woman Christopher R. F. Eckels 0.00016375 Robert Edward Eckels, Jr., 0.00016375 L.L.C. Elizabeth Jane Kay, as Trustee of the Elizabeth Jane 0.00016375 Kay Family Trust MAP Holdings, an Oklahoma general 0.00008188 Jan C. L.C. 0.00008188 Jan C. Lee 0.00008188	0.01786100 0.01786100 0.00016375 0.00016375 0.00008188 0.00008188 0.00008188		
2	Federal Lands T24S, R31E, N.M.P.M	320	NMNM 120901	12.5% Royalty U.S.A All	Chevron U.S.A. Inc. 100%	None		Chevron U.S.A. Inc.	100%
	Section 12: E/2		Effective November 1, 2008						
			Primary Term						

WORKING INTEREST & PERCENTAGE	%001
NTEREST &	S.A. Inc.
WORKING	Chevron U.S.A. Inc.
RCENTAGE	
Y & PEF	sole 0
OVERRIDING ROYALTY & PERCENTAGE	L. E. Oppermann 0.005000000  Ronald C. Agel 0.002500000  Rolla R. Hinkle, II 0.002500000  Wells Fargo Bank, N.A  Trustee of the John Saleh 0.002500000  Charitable Foundation  MAP 92-96 MGD, an 0.001666750  partnership  David Scott Morgan, Trustee of the Morgan Mineral Trust 0.000766620  dated April 1, 2008  Ske Royalty, LLC 0.0000576630  Ske Royalty, LLC 0.000395750  Texas, Inc. 1. The benefit of WJT 0.000250100  III SEP-IRA  Nuevo Seis Limited 0.000055000  Alan R. Hannifin, as his sole 0.000055000  and separate property 0.000055000  Alan R. Hannifin, a his sole 0.000055000  Michelle R. Hannifin, a his sole o.000055000
OVE	L. E. Opperm: Ronald C. Ag, Morris E. Sch Rolla R. Hink Wells Fargo B Trustee of the Charitable Foo MAP 92-96 M Oklahoma ger partnership David Scott M Of the Morgan of the Morgan dated April 1, Shawn P. Han sole and separ S&E Royalty, Communties I Texas, Inc. IPT Family IV Western Interi Inc., for the be III SEP-IRA Nuevo Seis Li Partnership Alan R. Hanni and separate p Michelle R. H
CORD &	10% 11
LESSEE OF RECORD & PERCENTAGE	Chevron U.S.A. Inc. 100% L. E. Oppermann Ronald C. Agel Morris E. Schertz Rolla R. Hinkle, I Wells Fargo Bank Trustee of the Joh Charitable Found MAP 92-96 MGL Oklahoma genera partnership David Scott Morga of the Morgan Mi dated April 1, 200 Shawn P. Hannifi sole and separate S&E Royalty, LL Communities Foun Texas, Inc. IPT Family JV #1 Western Interior F Inc., for the benef III SEP-IRA Nuevo Seis Limit Partnership Alan R. Hannifin, and separate prop Michelle R. Hann single woman
BASIC ROYALTY & PERCENTAGE	Sliding Scale 12.5% - 25% U.S.A All
SERIAL NUMBER & LEASE EXPIRATION	Effective December 1, 1986 HBP
NUMBER OF ACRES	091
DESCRIPTION OF LAND	Federal Lands T24S, R31E, N.M.P.M Section 12: NW/4
TRACT DI	3 Sec   12

RCENTAGE		95%	%001
WORKING INTEREST & PERCENTAGE		COG Operating LLC Concho Oil & Gas LLC	Chevron U.S.A. Inc.
PERCENTAGE	0.000132500 0.000132500 e 0.000132500 0.000041750 0.000006625 0.020000000	0.005000000	0.062500000 0.003125000 0.003125000 0.002500000
OVERRIDING ROYALTY & PERCENTAGE	Christopher R. F. Eckels 0.000132500 Robert Edward Eckels, Jr., 0.000132500 L.L.C. Elizabeth Jane Kay, as Trustee of the Elizabeth Jane 0.000132500 Kay Family Trust MAP Holdings, an Oklahoma general 0.000041750 partnership Blasco, L.L.C. 0.000006625 Jan C. Ice 0.000006625	Nestegg Energy Corporation 0.005000000 COG Operating LLC  Total: 0.005000000  Concho Oil & Gas LLC	Rex P. Spear L. E. Oppermann Ronald C. Agel LaNell Joy Honeyman, individually
LESSEE OF RECORD & PERCENTAGE		COG Operating, 95% LLC Concho Oil & Gas, 5% LLC	Chevron U.S.A. Inc. 100% Rex P. Spear L. E. Opperm Ronald C. Ag LaNell Joy H individually
BASIC ROYALTY & PERCENTAGE		12.5% Royalty U.S.A All	12.5% Royalty U.S.A All
NUMBER SERIAL NUMBER & OF ACRES LEASE EXPIRATION		NMNM 104684 Effective June 1, 2000 HBP	NMNM 064504 Effective February 1, 1986
NUMBER OF ACRES		091	120
DESCRIPTION OF LAND		Federal Lands T24S, R31E, N.M.P.M Section 12: SW/4	Eederal Lands T24S, R31E, N.M.P.M Section 11: E/2 NE/4 Section 11: SW/4 NE/4
TRACT		4	v.

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WORKING INTEREST & PERCENTAGE																								
PERCENTAGE		0.002500000			0.002083440		o	0.000909710		00.00000	0.000661100	0.000326360	0.000494690		0.000494690		0.000333340		000000	0.0001666/0	0,00000000	0.000090960	0900000000	111111111111111111111111111111111111111
OVERRIDING ROYALTY & PERCENTAGE	Leslie Robert Honeyman	Trust, LaNell Joy	Honeyman, Trustee	MAP 92-96 MGD, an	Oklahoma general	partnership	David Scott Morgan, Trustee	of the Morgan Mineral Trust 0.000909710	dated April 1, 2008	Shawn P. Hannifin, as his	sole and separate property	S&E Royalty, LLC	Communities Foundation of	Texas, IIIc.	JP1 Family JV #1	Western Interior Energy,	Inc., for the benefit of WJT	III SEP-IRA	Nuevo Seis Limited	Partnership	Alan R. Hannifin, as his sole	and separate property	Michelle R. Hannifin, a	
LESSEE OF RECORD & PERCENTAGE																								
BASIC ROYALTY & PERCENTAGE																								
NUMBER SERIAL NUMBER & OF ACRES LEASE EXPIRATION	HBP																							
DESCRIPTION OF LAND																								

TRACT

0.000090960 0.000136470 0.000136470

single woman Christopher R. F. Eckels Robert Edward Eckels, Jr., L.L.C.

	-	
& PERCENTAGE		%001 ***********************************
WORKING INTEREST & PERCENTAGE		Chevron U.S.A. Inc.
WOF	1	
PERCENTAGE	0.000136470 0.000052190 0.000068240 0.000068240 0.080000000	0.025000000 0.004166670 0.004166670 0.008333330 0.008333330 0.00178610
OVERRIDING ROYALTY & PERCENTAGE	Elizabeth Jane Kay, as  Trustee of the Elizabeth Jane  MAP Holdings, an Oklahoma general  Oklahoma L.L.C.  Jan C. Ice  0.000068240  0.000068240  Total: 0.080000000	Mary Jane Shelley Favor 0.025000000 The EMG Revocable Trust 0.004166670 Trust The Wilbur D. and Afton H. 0.008333330 Wilson Revocable Trust 0.008333330 David J. Sorensen 0.008333330 Shawn P. Hannifin, as his sole and separate property and separate property Michelle R. Hannifin, a Michelle R. Hannifin, a 0.000178610
LESSEE OF RECORD & PERCENTAGE		Chevron U.S.A. Inc. 100% Mary Jane Shelley Favor The EMG Revocable Tru The F. Andrew Grooms S Trust Trust The Wilbur D. and Afton Wilson Revocable Trust David J. Sorensen Shawn P. Hannifin, as his sole and separate property Alan R. Hannifin, as his s and separate property Michelle R. Hannifin, a
BASIC ROYALTY & PERCENTAGE		12.5% Royalty U.S.A All
NUMBER SERIAL NUMBER & OF ACRES LEASE EXPIRATION		NMNM 029234 Effective January 1, 1977 HBP
NUMBER OF ACRES		200
DESCRIPTION OF LAND		Eederal Lands T24S, R31E, N.M.P.M Section 11: NW/4 Section 11: NW/4 NE/4
TRACT		9

single woman
0.000178610
David Scott Morgan, Trustee
of the Morgan Mineral Trust 0.001508330
dated April 1, 2008
S&E Royalty, LLC
0.000808320

0.000178610

FAGE WORKING INTEREST & PERCENTAGE	
OVERRIDING ROYALTY & PERCEN	
LESSEE OF RECORD & PERCENTAGE	
BASIC ROYALTY & PERCENTAGE	
NUMBER SERIAL NUMBER & B OF ACRES LEASE EXPIRATION	
DESCRIPTION OF LAND	
TRACT	

0.000400010	0.000081880	0.000163750	0.000081880	ne 0.000163750		0.000200000		0.003333500		0.000083500	1	0.000791500	f 0.000791500	0.00500000	0.005000000	0.002500000	0.002500000
Western Interior Energy, Inc., for the benefit of WJT III SEP-IRA	Blasco, L.L.C. Christopher R. F. Eckels	Robert Edward Eckels, Jr., L.L.C.	Jan C. Ice	Elizabeth Jane Kay, as Trustee of the Elizabeth Jane 0.000163750	Kay Family Trust Nuevo Seis Limited	Partnership	MAP 92-96 MGD, an	Oklahoma general	partnership MAP Holdings, an	Oklahoma general	partnership	JPT Family JV #1	Communities Foundation of Texas, Inc.	Ronald C. Agel	L. E. Oppermann	LaNell Joy Honeyman, individually	LaNell Joy Honeyman, Trustee of the Leslie Robert Honeyman Trust

& PERCENTAGE		100%	
WORKING INTEREST & PERCENTAGE		Chevron U.S.A. Inc.	
PERCENTAGE	0.075000000	0.025000000 0.004166670 0.004166670	0.008333330 0.008333330 0.001071110 0.000178610 0.000178610 0.000808320 0.000400010 0.000081880 0.000163750 0.000163750
OVERRIDING ROYALTY & PERCENTAGE	Total:	Mary Jane Shelley Favor The EMG Revocable Trust The F. Andrew Grooms SSP Trust	The Wilbur D. and Afton H.  Wilson Revocable Trust David J. Sorensen Shawn P. Hannifin, as his sole and separate property Alan R. Hannifin, as his sole and separate property Michelle R. Hannifin, a single woman David Scott Morgan, Trustee of the Morgan Mineral Trust O.000178610 Western Interior Energy, Inc., for the benefit of WJT III SEP-IRA Blasco, L.L.C. Christopher R. F. Eckels Christopher R. F. Eckels Christopher R. F. Eckels L.L.C. Jan C. Ice O.000081880 C. L.L.C. O.000081880
LESSEE OF RECORD & PERCENTAGE		Chevron U.S.A. Inc. 100% Mary Jane Shelley Favor The EMG Revocable Tru The F. Andrew Grooms S	
BASIC ROYALTY & PERCENTAGE		12.5% Royalty U.S.A All	
NUMBER SERIAL NUMBER & OF ACRES LEASE EXPIRATION		NMNM 029234	Effective January 1, 1977 HBP
NUMBER OF ACRES		091	
DESCRIPTION OF LAND		Federal Lands T24S, R31E, N.M.P.M	Section 11: SE/4
TRACT		<b>L</b>	

& PERCENTAGE		%001
WORKING INTEREST & PERCENTAGE		Chevron U.S.A. Inc.
PERCENTAGE	0.000163750 0.000200000 0.0003333500 0.000791500 0.005000000 0.005000000 0.002500000 0.002500000	0.025000000 0.025000000 0.001025000 0.000256250
OVERRIDING ROYALTY & PERCENTAGE	Elizabeth Jane Kay, as  Trustee of the Elizabeth Jane 0.000163750 Kay Family Trust Nuevo Seis Limited Partnership MAP 92-96 MGD, an Oklahoma general Oklahoma general Oklahoma general Oklahoma general Oklahoma general Oklahoma jeneral Oklahoma j	100% Mona M. Stewart Florence 0.025000000 Blue Door, Inc. 0.025000000 Shawn P. Hannifin, as his sole and separate property Alan R. Hannifin, as his sole and separate property 0.000256250
LESSEE OF RECORD & PERCENTAGE		Devon Energy 100% Production Company, LP
BASIC ROYALTY & PERCENTAGE		12.5% Royalty U.S.A All
SERIAL NUMBER & LEASE EXPIRATION		NMNM 031963 Effective January 1, 1958 HBP
NUMBER OF ACRES		091
DESCRIPTION OF LAND		Federal Lands T24S, R31E, N.M.P.M Section 11: SW/4
TRACT		∞

WORKING INTEREST & PERCENTAGE											\$												
PERCENTAGE	0.000056250		9	0.001537500		0.001537500		0.000200000		0.000023440	0.000046880	0.000046880	0.000023440		0.000046880		0.002500000	0.002500000	0.001250000		0.001250000		0.062500020
OVERRIDING ROYALTY & PERCENTAGE	Michelle R. Hannifin, a	single woman	David Scott Morgan, Trustee	of the Morgan Mineral Trust 0.001537500	dated April 1, 2008	S&E Royalty, LLC	Western Interior Energy,	Inc., for the benefit of WJT	III SEP-IRA	Blasco, L.L.C.	Christopher R. F. Eckels	Robert Edward Eckels, Jr., L.L.C.	Jan C. Ice	Elizabeth Jane Kay, as	Trustee of the Elizabeth Jane 0.000046880	Kay Family Trust	Ronald C. Agel	L. E. Oppermann	LaNell Joy Honeyman, individually	LaNell Joy Honeyman,	Trustee of the Leslie Robert 0.001250000	Honeyman Trust	Total:
LESSEE OF RECORD & PERCENTAGE																							
BASIC ROYALTY & PERCENTAGE																							
NUMBER SERIAL NUMBER & OF ACRES LEASE EXPIRATION																							
NUMBER OF ACRES																							
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PERCENTAGE	%001
WORKING INTEREST & PERCENTAGE	Chevron U.S.A. Inc.
WORK	Chevro
PERCENTAGE	0.0025000000 0.004166670 0.004166670 0.008333330 0.008333330 0.001071110 0.000178610 0.000178610 0.000178610 0.000178610 0.000178610 0.000178610 0.000178610 0.000178610 0.000178610
OVERRIDING ROYALTY & PERCENTAGE	Mary Jane Shelley Favor The EMG Revocable Trust The F. Andrew Grooms SSP Trust The Wilbur D. and Afton H. Wilson Revocable Trust David J. Sorensen Sole and separate property Alan R. Hannifin, as his sole and separate property Michelle R. Hannifin, a single woman David Scott Morgan, Trustee of the Morgan Mineral Trust O.000178610 Bared April 1, 2008 S&E Royalty, LLC Western Interior Energy, Inc., for the benefit of WJT III SEP-IRA Blasco, L.L.C. Christopher R. F. Eckels Christopher R. F. Eckels Journal C. Ice O.000081880 Christopher R. F. Eckels Journal C. Ice Christopher Ray, as Trustee of the Elizabeth Jane Ray, as Trustee of the Elizabeth Jane Ray, as
LESSEE OF RECORD & PERCENTAGE	Chevron U.S.A. Inc. 100% Mary Jane Shelley Favor The EMG Revocable Truy Trust Trust Trust The Wilbur D. and Afton Wilson Revocable Trust David J. Sorensen Shawn P. Hannifin, as his sole and separate property Alan R. Hannifin, as his s and separate property Michelle R. Hannifin, a his s and separate property Michelle R. Hannifin, a his s and separate property Michelle R. Hannifin, a Single woman David Scott Morgan, Tru of the Morgan Mineral Tr dated April 1, 2008 S&E Royalty, LLC Western Interior Energy, Inc., for the benefit of W. III SEP-IRA Blasco, L.L.C. Christopher R. F. Eckels Robert Edward Eckels, Jr L.L.C. Jan C. Ice Elizabeth Jane Kay, as Trustee of the Elizabeth J Kay Family Trust
BASIC ROYALTY & PERCENTAGE	U.S.A All
NUMBER SERIAL NUMBER & OF ACRES LEASE EXPIRATION	Effective January 1, 1977 HBP
NUMBER OF ACRES	320
DESCRIPTION OF LAND	Federal Lands T24S, R31E, N.M.P.M Section 10: E/2
TRACT NUMBER	•

TRACT	DESCRIPTION OF LAND	NUMBER OF ACRES	NUMBER SERIAL NUMBER & OF ACRES LEASE EXPIRATION	BASIC ROYALTY & PERCENTAGE	LESSEE OF RECORD & PERCENTAGE	OVERRIDING ROYALTY & PERCENTAGE	ERCENTAGE	WORKING INTEREST & PERCENTAGE	ITAGE
						Nuevo Seis Limited Partnership MAP 92-96 MGD, an Oklahoma general Oklahoma Oklahoman Texas, Inc. Ronald C. Agel O.005000000 LaNell Joy Honeyman, Irustee of the Leslie Robert Occioocoo Honeyman Trust Total: Occioocoo	0.000200000 0.003333500 0.000791500 0.005000000 0.005000000 0.002500000 0.002500000		
01 S	Federal Lands T24S, R31E, N.M.P.M Section 10: W/2	320	NMNM 070895 Effective November 1, 1984 HBP	12.5% Royalty U.S.A All	Chevron U.S.A. Inc. 100% Nancy L. McMurtie Bruce C. Martens Charles W. Peck Carla E. Salmon Shawn P. Hannifin, a	Nancy L. McMurtie Bruce C. Martens Charles W. Peck Carla E. Salmon Shawn P. Hannifin, as his sole and separate property	0.033750000 0.005000000 0.002500000 0.033750000 0.001428130	Chevron U.S.A. Inc.	000%

WORKING INTEREST & PERCENTAGE	
2 PERCENTAGE	le 0.000238150 0.000238150 0.000238150 0.000238150 0.0001077770 0.000218340 0.000218340 0.000218340 0.000218340 0.000218340 0.000218340 0.000218340 0.000218340 0.000218330
OVERRIDING ROYALTY & PERCENTAGE	Alan R. Hannifin, as his sole and separate property Michelle R. Hannifin, a single woman David Scott Morgan, Trustee of the Morgan Mineral Trust 0.002011110 dated April 1, 2008 S&E Royalty, LLC Western Interior Energy, Inc., for the benefit of WJT 0.000533340 Ill SEP-IRA Blasco, L.L.C. 0.000109170 Christopher R. F. Eckels 0.000218340 Robert Edward Eckels, Jr., 0.000218340 L.L.C. 0.000109170 Elizabeth Jane Kay, as Trustee of the Elizabeth Jane Ray, as Trustee of the Elizabeth Jane 0.000218340 MAP 92-96 MGD, an Oklahoma general 0.0004444670 partnership MAP Holdings, an Oklahoma general 0.000111320 partnership MAP Holdings, an Oklahoma general 0.0001055330
LESSEE OF RECORD & PERCENTAGE	
BASIC ROYALTY & PERCENTAGE	
NUMBER SERIAL NUMBER & OF ACRES LEASE EXPIRATION	
NUMBER OF ACRES	
DESCRIPTION OF LAND	
TRACT	

PERCENTAGE		%001
WORKING INTEREST & PERCENTAGE		Chevron U.S.A. Inc.
PERCENTAGE	0.001055330 0.006666670 0.002500000 0.002500000	0.00000000 0.015000000 0.010000000 0.0100171110 0.000178610 0.0001508330
OVERRIDING ROYALTY & PERCENTAGE	Communities Foundation of Texas, Inc. Ronald C. Agel 0.005666670 LaNell Joy Honeyman, 0.002500000 Individually LaNell Joy Honeyman, Trustee of the Leslie Robert 0.002500000 Honeyman Trust 0.100000000	Beverly Jean Renfro Barr,  Trustee of the Family Trust UWO Richard Kevin Barr Patterson Petroleum, LP Cynthia Mae Wilson, Trustee of the Bypass Trust UWO Scott Evans Wilson Southwest Royalties, Inc. Shawn P. Hannifin, as his sole and separate property Alan R. Hannifin, as his sole and separate property Michelle R. Hannifin, a single woman David Scott Morgan, Trustee of the Morgan Mineral Trust SæE Royalty, LLC 0.0000000000000000000000000000000000
LESSEE OF RECORD & PERCENTAGE		Chevron U.S.A. Inc. 100% Beverly Jean Renfro Barr, Trustee of the Family Trus UWO Richard Kevin Barr Patterson Petroleum, LP Cynthia Mae Wilson, Trustee of the Bypass Trus UWO Scott Evans Wilson, Southwest Royalties, Inc. Shawn P. Hannifin, as his sole and separate property Alan R. Hannifin, as his so and separate property Michelle R. Hannifin, a his so and separate property Michelle R. Hannifin, a single woman David Scott Morgan, Trust of the Morgan Mineral Trut dated April 1, 2008 S&E Royalty, LLC
BASIC ROYALTY & PERCENTAGE		12.5% Royalty U.S.A All
SERIAL NUMBER & LEASE EXPIRATION		NMNM 056741  Effective November 1, 1984  HBP
NUMBER OF ACRES		091
DESCRIPTION OF LAND		Federal Lands T24S, R31E, N.M.P.M Section 15: NW/4
TRACT		=

WORKING INTEREST & PERCENTAGE	
OVERRIDING ROYALTY & PERCENTAGE	
LESSEE OF RECORD & PERCENTAGE	
SIC ROYALTY & PERCENTAGE	
NOF LAND OF ACRES LEASE EXPIRATION	
DESCRIPTION OF LAND	
TRACT	

0.000400010	0.000081880	0.000163750	0.000081880	e 0.000163750	0.000200000	0.003333500	0.000083500	0.000791500	0.000791500	0.005000000	0.002500000	0.002500000
Western Interior Energy, Inc., for the benefit of WJT III SEP-IRA	Blasco, L.L.C. Christopher R. F. Eckels	Robert Edward Eckels, Jr., L.L.C.	Jan C. Ice	Elizabeth Jane Kay, as Trustee of the Elizabeth Jane 0.000163750 Kay Family Trust	Nuevo Seis Limited Partnership	MAP 92-96 MGD, an Oklahoma general	partnership MAP Holdings, an Oklahoma general	partnership JPT Family JV #1	Communities Foundation of Texas, Inc.	Ronald C. Agel L. E. Oppermann	LaNell Joy Honeyman, individually	LaNell Joy Honeyman, Trustee of the Leslie Robert Honeyman Trust

RCENTAGE	100%		%001					
WORKING INTEREST & PERCENTAGE	Chevron U.S.A. Inc.		Chevron U.S.A. Inc.					
PERCENTAGE	0.070000000		0.050000000	0.001071110	0.000178610	0.001508330	0.000400010	$0.000081880\\0.000163750$
OVERRIDING ROYALTY & PERCENTAGE	Total: None		D-M Corporation	Shawn P. Hannifin, as his o.0010711110 Alan R. Hannifin, as his sole and separate property and separate property	Michelle R. Hannifin, a single woman David Scott Morgan, Trustee	of the Morgan Mineral Trust 0.001508330 dated April 1, 2008 S&E Royalty, LLC 0.000808320	Western Interior Energy, Inc., for the benefit of WJT III SEP-IRA	Blasco, L.L.C. Christopher R. F. Eckels
LESSEE OF RECORD & PERCENTAGE	Chevron U.S.A. Inc. 100%		Chevron U.S.A. Inc. 100% D-M Corporation					
BASIC ROYALTY & PERCENTAGE	12.5% Royalty U.S.A All		12.5% Royalty	U.S.A All				
NUMBER SERIAL NUMBER & OF ACRES LEASE EXPIRATION	NMN 111960	Effective July 1, 2004 HBP	NMNM 063757	Effective November 1, 1985	НВР			
NUMBER OF ACRES	480		320					
DESCRIPTION OF LAND	Federal Lands T24S, R31E, N.M.P.M	Section 15: E/2 Section 15: SW/4	Federal Lands	1245, K3 IE, N.M.P.M Section 9: N/2				
TRACT	12		13					

WORKING INTEREST & PERCENTAGE																					
PERCENTAGE	1	0.000163750	0.000081880		e 0.000163750			0.000200000		0.003333500			0.000083500		0.000791500		0.000/91500	0.005000000	0.00500000	0000036000	0.002300000
OVERRIDING ROYALTY & PERCENTAGE	Robert Edward Eckels, Jr.,	L.L.C.	Jan C. Ice	Elizabeth Jane Kay, as	Trustee of the Elizabeth Jane 0.000163750	Kay Family Trust	Nuevo Seis Limited	Partnership	MAP 92-96 MGD, an	Oklahoma general	partnership	MAP Holdings, an	Oklahoma general	partnership	JPT Family JV #1	Communities Foundation of	Texas, Inc.	Ronald C. Agel	L. E. Oppermann	LaNell Joy Honeyman,	individually
LESSEE OF RECORD & PERCENTAGE																					
BASIC ROYALTY & PERCENTAGE																					
NUMBER SERIAL NUMBER & OF ACRES LEASE EXPIRATION																					
RIPTION OF LAND																					

DESCRIPTION OF LAND

TRACT NUMBER

Trustee of the Leslie Robert 0.002500000

Honeyman Trust Total:

LaNell Joy Honeyman,

0.075000000

PERCENTAGE	%001 
WORKING INTEREST & PERCENTAGE	Chevron U.S.A. Inc.
PERCENTAGE	0.008333330 0.008333330 0.008333330 0.008333330 0.000178610 0.000808320 0.000808320 0.000163750 0.000163750 0.0000163750 0.0000163750 0.000163750
OVERRIDING ROYALTY & PERCENTAGE	Mary Jane Shelley Favor 0.0055000000 Branex Resources, Inc. 0.008333330 The Wilbur D. and Afton H. Wilson Revocable Trust 0.008333330 David J. Sorensen 0.008333330 Shawn P. Hannifin, as his sole and separate property Alan R. Hannifin, as his sole o.00178610 and separate property Michelle R. Hannifin, a 0.000178610 and separate property Michelle R. Hannifin, a 0.000178610 Bavoman 0.000808320 Western Interior Energy, Inc., for the benefit of WJT 0.000400010 III SEP-IRA Blasco, L.L.C. 0.000081880 Christopher R. F. Eckels 0.000163750 Robert Edward Eckels, Jr., 0.000163750 L.L.C. Jan C. Ice 0.000081880 Elizabeth Jane Kay, as Trustee of the Elizabeth Jane 0.000163750 Kay Family Trust Nuevo Seis Limited 0.0003333500 Partnership MAP 92-96 MGD, an 0.003333500 partnership
LESSEE OF RECORD & PERCENTAGE	Chevron U.S.A. Inc. 100% Mary Jane Shelley Favor Branex Resources, Inc. The Wilbur D. and Afton Wilson Revocable Trust David J. Sorensen Shawn P. Hannifin, as his sole and separate property Alan R. Hannifin, as his sand separate property Michelle R. Hannifin, a single woman David Scott Morgan, Tru S&E Royalty, LLC Western Interior Energy, Inc., for the benefit of WJ III SEP-IRA Blasco, L.L.C. Christopher R. F. Eckels Robert Edward Eckels, Jr L.L.C. Jan C. Ice Elizabeth Jane Kay, as Trustee of the Elizabeth J Kay Family Trust Nuevo Seis Limited Partnership MAP 92-96 MGD, an Oklahoma general partnership
BASIC ROYALTY & PERCENTAGE	U.S.A All
SERIAL NUMBER & LEASE EXPIRATION	NMNM 029234 Effective January 1, 1977 HBP
NUMBER OF ACRES	320
DESCRIPTION OF LAND	Federal Lands T24S, R31E, N.M.P.M Section 9: S/2
TRACT	4

WORKING INTEREST & PERCENTAGE															
PERCENTAGE		0.000083500		0.000791500		0.001/91500	0.005000000	0.005000000	000005000	0.002200000		0.002500000		0.075000000	
OVERRIDING ROYALTY & PERCENTAGE	MAP Holdings, an	Oklahoma general	partnership	JPT Family JV #1	Communities Foundation of	Texas, Inc.	Ronald C. Agel	L. E. Oppermann	LaNell Joy Honeyman,	individually	LaNell Joy Honeyman,	Trustee of the Leslie Robert 0.002500000	Honeyman Trust	Total:	
LESSEE OF RECORD & PERCENTAGE															
BASIC ROYALTY & PERCENTAGE															
NUMBER SERIAL NUMBER & OF ACRES LEASE EXPIRATION															
NUMBER OF ACRES															
DESCRIPTION OF LAND OF ACRES LEASE EXPIRATION															
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100%						
3.006250000 Chevron U.S.A. Inc.						
0.006250000	0.006250000	0.012500000				
100% Frank G. Nix	Walter H. Powe	Total:				
16.66% Royalty Oxy USA Inc.	State of New Mexico	- All				
V0-5789			Effective	May 1, 2000		HBP
160						
State Lands	T24S, R31E, N.M.P.M		Section 16: N/2 NE/4	Section 16: SE/4 NE/4	Section 16: NE/4 SE/4	
15						

WORKING INTEREST & PERCENTAGE	Chevron U.S.A. Inc. 100%
OVERRIDING ROYALTY & PERCENTAGE	Shawn P. Hannifin, as his sole and separate property Alan R. Hannifin, as his sole and separate property Michelle R. Hannifin, a single woman David Scott Morgan, Trustee of the Morgan Mineral Trust 0.001508330 dated April 1, 2008 S&E Royalty, LLC Blasco, L.L.C. Christopher R. F. Eckels 0.0000400010 Blasco, L.L.C. Jan C. Lee Blizabeth Jane Kay, as Trustee of the Elizabeth Jane 0.000163750 Kay Family Trust Nuevo Seis Limited 0.0003333500 partnership MAP 92-96 MGD, an Oklahoma general 0.000083500 partnership MAP Holdings, an Oklahoma general 0.000083500 partnership MAP Holdings, an Oklahoma general 0.000083500
LESSEE OF RECORD & PERCENTAGE	Chevron U.S.A. Inc. 100% Shawn P. Hannifin, as his sole and separate property Alan R. Hannifin, as his so and separate property Michelle R. Hannifin, a single woman David Scott Morgan, Trus of the Morgan Mineral Tru dated April 1, 2008 S&E Royalty, LLC Western Interior Energy, Blasco, L.L.C. Christopher R. F. Eckels Robert Edward Eckels, Jr., L.L.C. Jan C. Ice Elizabeth Jane Kay, as Trustee of the Elizabeth Ja Kay Family Trust Nuevo Seis Limited Partnership MAP 92-96 MGD, an Oklahoma general partnership MAP Holdings, an Oklahoma general partnership JPT Family JV #1
BASIC ROYALTY & PERCENTAGE	16.66% Royalty State of New Mexico - All
NUMBER SERIAL NUMBER & OF ACRES LEASE EXPIRATION	V-2732  Effective July 1, 1987  HBP
NUMBER OF ACRES	440
DESCRIPTION OF LAND	State Lands T24S, R31E, N.M.P.M Section 16: SW/4 NE/4 Section 16: NW/4 Section 16: NW/4 SE/4 Section 16: NW/4 SE/4 Section 16: S/2 SE/4 Section 16: S/2 SE/4
TRACT	91

& PERCENTAGE		%001			73.52366290%	25.27207420%	0.84666680%	0.08466660%
WORKING INTEREST & PERCENTAGE		Chevron U.S.A. Inc.			Chevron U.S.A. Inc. Devon Energy	Production Company, L.P.	Titus Oil & Gas, LLC	Mabee-Flynt Lease Trust
PERCENTAGE	0.000791500 0.005000000 0.005000000 0.002500000 0.002500000				0.000192200	$0.000032000\\0.000192200$	0.004375000	0.001437500 $0.001437500$
OVERRIDING ROYALTY & PERCENTAGE	Communities Foundation of 0.000791500 Texas, Inc. Ronald C. Agel 0.005000000 LaNell Joy Honeyman, 0.002500000 LaNell Joy Honeyman, 0.002500000 Trustee of the Leslie Robert 0.002500000 Honeyman Trust	None			<ul><li>100% George Karabatsos</li><li>Figure 4 Investment Trust</li></ul>	Patricia K. Lorenz Georgia Bass	Innerarity Family Minerals, Linda Kay Neighbors	Alfred Giles, IV John Geoffrey Giles
LESSEE OF RECORD & PERCENTAGE		V-F Petroleum Inc. 100%			Holdings,			
BASIC ROYALTY & PERCENTAGE		18.75% Royalty State of New Mexico	- All		12.5% Royalty XTC State of New Mexico LLC	- All		
NUMBER SERIAL NUMBER & OF ACRES LEASE EXPIRATION		VB-2538	Effective July 1, 2015	Primary Term	K0-5018	Effective	May 16, 1905	HBP
NUMBER OF ACRES		40			639.88			
DESCRIPTION OF LAND		State Lands T24S, R31E, N.M.P.M	Section 16: SE/4 SW/4		State Lands T24S, R31E, N.M.P.M	Section 2: All		
TRACT		17			18			

2 PERCENTAGE	0.08466660%	70023000	0/0/00000000000000000000000000000000000	7032237700	0.02665355%	00036652350	0.0200333370	0.00055650%	000000000000000000000000000000000000000	0.00055650%	70059550000	0/000000000	100%
WORKING INTEREST & PERCENTAGE	0.005000000 Randy Prude 0.011899410 TEK Properties, Ltd.	Mary Patricia	Dougherty Trust	0.014241050 Melissa Catherine	Dougherty	Kevin Francis	Dougherty	Mary Margaret Olson Trust	Catherine Madeline	Grace	Otto E. Schroeder,	Jr.	Total:
PERCENTAGE	0.005000000	0.011899410	0.079543130	0.014241050	0.025000000 Dougherty								
OVERRIDING ROYALTY & PERCENTAGE	Don Franklin Joe N. Gifford	Bascom Mitchell Family Partnership, LP	Devon Energy Production Company, LP	Marathon Oil Company	Total:								
LESSEE OF RECORD & PERCENTAGE													
BASIC ROYALTY & PERCENTAGE													
NUMBER SERIAL NUMBER & OF ACRES LEASE EXPIRATION													
NUMBER OF ACRES													
DESCRIPTION OF LAND													
TRACT													

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4 STATE TRACTS TOTALING 1,279.88 ACRES OR 24,99% OF THE UNIT AREA

## RECAPITULATION

;	No. Acres	Percentage of
ract No.	Committed	Interest in Unit Area
-	639.88	12.49%
7	320	6.25%
3	091	3.13%
4	160	3.13%
S	120	2.34%
9	200	3.90%
7	160	3.13%
∞	160	3.13%
6	320	6.25%
10	320	6.25%
=	160	3.13%
12	480	9.38%
13	320	6.25%
14	320	6.25%
15	160	3.13%
91	440	8.59%
17	40	0.78%
18	639.88	12.49%
TOTAL	5,119.76	100.00%

End of Exhibit "B"



#### United States Department of the Interior

#### **BUREAU OF LAND MANAGEMENT**

New Mexico State Office 301 Dinosaur Trail Santa Fe, New Mexico 87508 www.blm.gov/new-mexico



IN REPLY REFER TO: 3180 (NM92100)

September 26, 2018

Reference: Javelina Federal Exploratory Unit

Chris Cooper Chevron USA, Inc. 1400 Smith Street Houston, TX 77002

Dear Chris Cooper:

Your application of August 27, 2018, filed with the Bureau of Land Management (BLM) New Mexico State Office (NMSO), requests the designation of the **Javelina Federal Exploratory Unit**, embracing **5,119.76 acres**, more or less, in Eddy County, New Mexico, as logically subject to exploration and development under the unitization provisions of the Mineral Leasing Act, as amended.

The BLM NMSO conducted a preliminary review of this unit and has no objections to the designation of the area as logically suitable to unitization using the model form found at 43 CFR 3186.1.

Formal BLM designation of the Javelina Federal Exploratory Unit will be forthcoming shortly under separate correspondence.

If you have any questions, please contact James Glover, Geologist, BLM NMSO at (505) 954-2139, or Marjorie Dupre, Land Law Examiner, BLM NMSO at (505) 954-2142.

Sincerely,

Sheila Mallory

Deputy State Director Division of Minerals

cc:

See attached list

EXHIBIT

3

NMP02000, C. Walls NM92100, M. Dupre NM92100, J. Glover



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

Chevron North America Exploration ATTN: Mr. Chris Cooper 1400 Smith St. Houston, TX 77002

9/18/2018

RE:

Final Approval of Unit Agreement

Cicada Unit

Eddy County, New Mexico

Dear Mr. Cooper:

This office received your letter of 9/7/2018 in which Chevron requested final approval for the Cicada Unit, Eddy County, New Mexico.

The New Mexico State Land Office has this date granted final approval for the Cicada Unit Agreement. State Land Office approval is subject to like approval by the New Mexico Oil Conservation Division.

- The unit agreement becomes effective on 5/1/2018.
- Your filing fee of \$1000 has been received.
- Enclosed are five (5) Certificates of Approval.
- Please note the attached checklist to assist in completing the NM State Land Office requirements for this unit.

If you have any questions or if we may be of further assistance, please contact acting Units Manager Niranjan Khalsa at 505.827.6628 or nkhalsa@slo.state.nm.us.

Respectfull

DUN

COMMISSIONER OF PUBLIC LANDS

AD/nk

NMOCD - Attn: Senior Engineer RMD - Attn: Mr. Roddy Martinez OGMD and Units Reader Files

#### NM State Land Office Post-Approval Checklist For <u>Cicada Unit</u>

Within 6 months of the effective date of the unit, the second well must be spud since there will not
yet be a commercial determination for the obligation well at that time.

□ Name all unit wells as "Cicada Unit" wells.

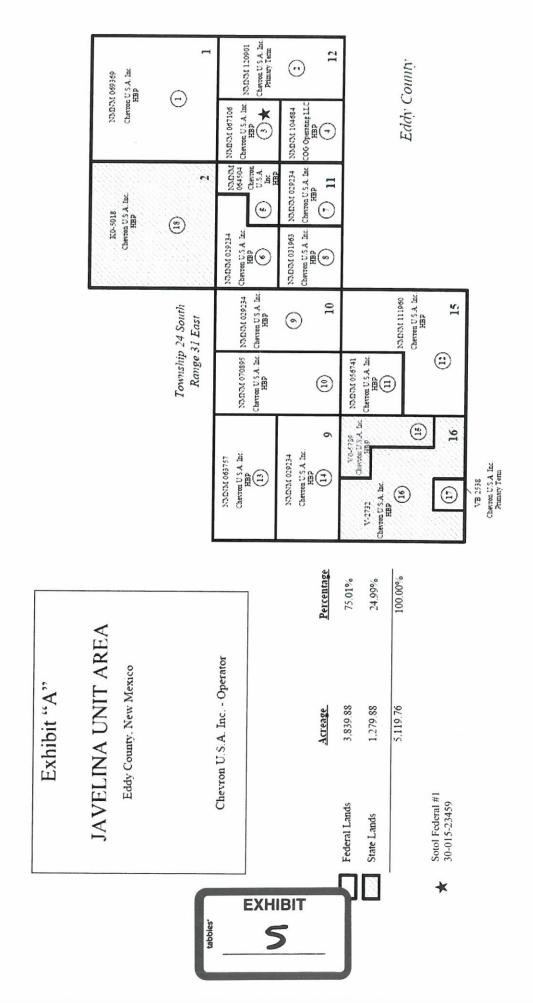
After 6 months from first production of the initial well, submit to the Land Commissioner

- · A "paying quantities" determination request.
- A unit plan of development.

Plans of development should include

- A section that outlines ongoing development and/or maintenance in 2019 (address new drilling, recompletions, workovers, P&As, and any other activities that may impact production);
- 2. An aerial photo (preferred) or map that illustrates both current and planned infrastructure for the unit: well locations, tank batteries, gathering systems, and any other facilities that may impact the surface of New Mexico State Trust lands;
- 3. A list of active wells in the unit with their API numbers; and
- 4. Any additional information that may have relevance to our approval of the Plan.
- File subsequent plans of development on a calendar year basis not later than March 1 each year.

# **Proposed Javelina Unit Area**



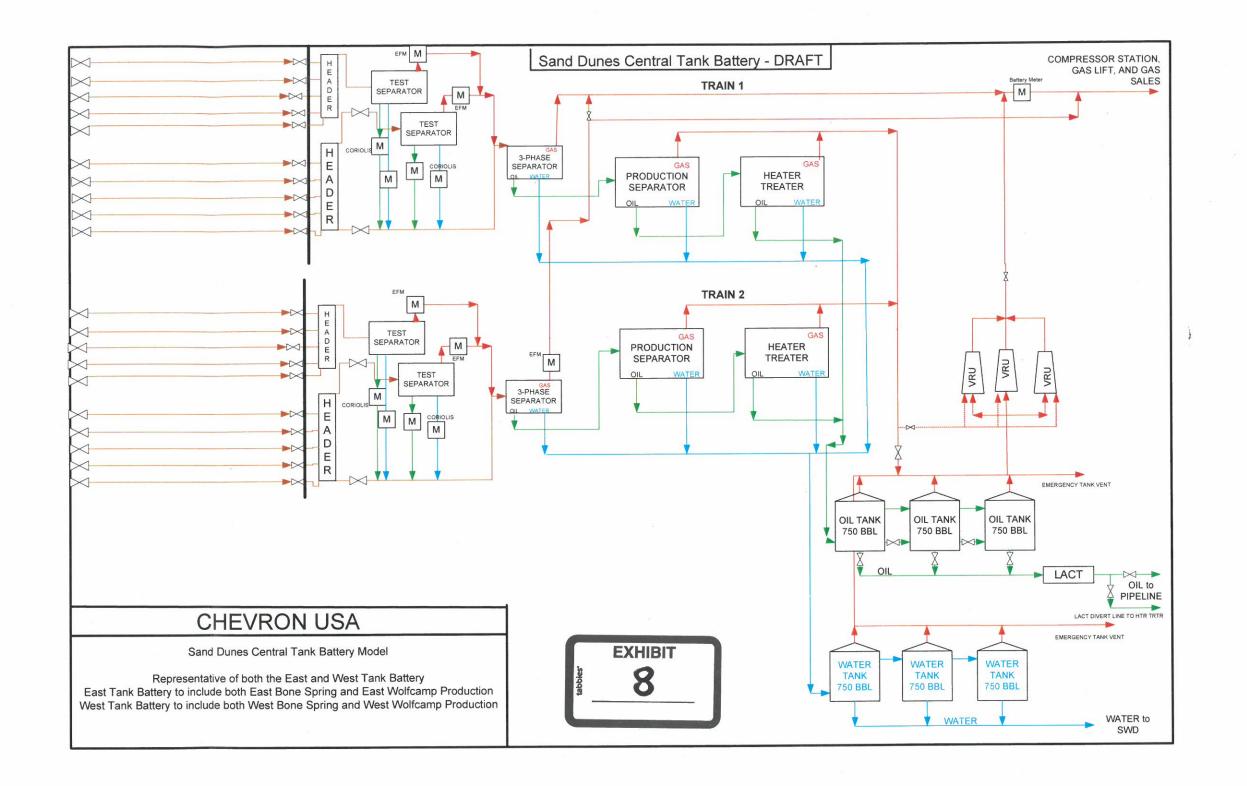
# Javelina Unit Ownership

## RECAPITULATION

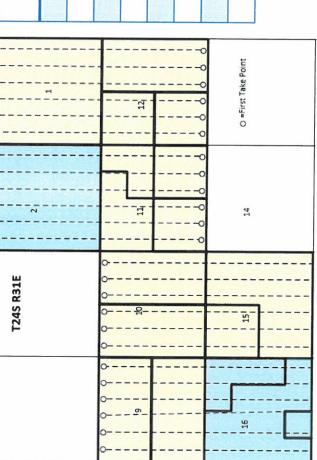
Fract No. 1	No. Acres Committed 639.88 320 160 160 120 200 160 320 320 320 320 320 320	Percentage of Interest in Unit Area 12.49% 6.25% 3.13% 3.13% 3.30% 3.90% 3.13% 6.25% 6.25% 6.25% 6.25% 6.25% 3.13%
9	440	8.59%
17	40	0.78%
	200000	0//1-1

Working Interest Owner	Working Interest
Chevron U.S.A. Inc.	93.56310535%
COG Operating, LLC	2.97350000%
Concho Oil & Gas, LLC	0.15650000%
Devon Energy Production Company, LP	3.15648206%
Titus Oil & Gas, LLC	0.10574868%
Mabee-Flynt Lease Trust	0.01057485%
Randy Prude	0.01057485%
TEK Properties, Ltd.	0.00998950%
Mary Patricia Dougherty Trust	0.00665801%
Melissa Catherine Dougherty	0.00332910%
Kevin Francis Dougherty	0.00332910%
Mary Margaret Olson Trust	0.00006950%
Catherine Madeline Grace	0.00006950%
Otto E. Schroeder, Jr.	0.00006950%



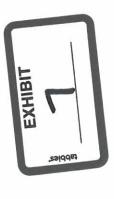


## Plan of Development



THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TWIND TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN		Date	
12/1	Wolfcamp	3Q2018	7
12/1	Bone Spring	1Q2019	9
11/2	Bone spring	3Q2020	9
10/15	Bone Spring	3Q2020	9
9/16	Bone Spring	4Q2020	9
11/2	Wolfcamp	2Q2022	9
10/15	Wolfcamp	1Q2022	9
9/16	Wolfcamp	4Q2022	9

Schematic represents 6 wells per section spacing & 2 mile laterals. Applicable to both Wolfcamp and Bone Spring formation targets.



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

**AFFIDAVIT** 

APPLICATION OF CHEVRON U.S.A. INC. FOR APPROVAL OF THE JAVELINA UNIT AND APPROVAL OF SURFACE COMMINGLING, IN EDDY COUNTY, NEW MEXICO.

**CASE NO. 16436** 

STATE OF NEW MEXICO	
COUNTY OF BERNALILLO	) ss. )
Jennifer L. Bradfute, attorn	ey in fact and authorized representative of Chevron U.S.A.
Inc., the Applicant herein, being fi	irst duly sworn, upon oath, states that the above-referenced
Application was provided under the	notice letter and that proof of receipt is attached hereto.
SUBSCRIBED AND SWOF Bradfute. My commission expires: <u>J2-07</u>	Jennifer L. Bradfute  Notary Public  OFFICIAL SEAL  Zina Crum  NOTARY PUBLIC STATE OF NEW MEXICO  My Commission Expires: 12-07-2019

**EXHIBIT** 

PS Form 3877

Type of Mailing: CERTIFIED 09/07/2018

Firm Mailing Book ID: 150595

Rest.Del.Fee Contents	\$0.00 Notice	\$0.00 Notice	\$0.00 Notice	\$0.00 Notice	\$0.00 Notice	\$0.00 Notice		\$0.00 Notice	\$0.00 Notice	\$0.00 Notice	\$0.00 Notice	\$0.00 Notice	\$0.00 Notice	\$0.00 Notice	\$0.00 Notice
Reference	83420-0039	83420-0039	83420-0039	83420-0039	83420-0039	83420-0039		83420-0039	83420-0039	83420-0039	83420-0039	83420-0039	83420-0039	83420-0039	83420-0039
R.R.Fee	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	6	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Fee	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45		35.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45
Postage	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21	SFP SFP SFP	8 20	Sugar	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21
Name, Street & P.O. Address	Catherine Madeline Grace, C/O Serna & Co. 6031 West Interstate 20, # 251 Arlington TX 76017	COG Operating LLC 600 West Illinois Avenue Midland TX 79701	Concho Oil & Gas LLC 600 West Illinois Avenue Midland TX 79701	Devon Energy Production Company LP 333 West Sheridan Avenue Oklahoma City OK 73102	James Robert Dougherty, III Trust 200 Concord Plaza Dr* San Antonio TX 78216	Mellissa Catherine Dougherty C/O Frost Bank Attn: Robert Turnbull	P.O. Box 1600	Nevin Francis Dougherty C/O Dougherty Enterprises Attn: Terry Ann Dougherty	Mabee-Flynf Lease Trust 15611 Wildwood Trace	Mary Margaret Olson Trust 596 Aviator Drive Fort Worth TX 76179	Mary Patricia Dougherty Trust P. O. 968 Issaquah WA 98027	Otto E. Schroeder, Jr. 500 Hawk Court Coppell TX 75019	Randy Prude 203 West Wall, Suite 1200 Midland TX 79701	Titus Oil & Gas, LLC 100 Throckmorton St., #1630 Fort Worth TX 76102	Bureau of Land Management 301 Dinosaur Trail Santa Fe NM 87508
Article Number	9314 8699 0430 0050 5338 59	9314 8699 0430 0050 5338 66	9314 8699 0430 0050 5338 73	9314 8699 0430 0050 5338 80	9314 8699 0430 0050 5338 97	9314 8699 0430 0050 5339 03	0317 8600 0730 0050 5230 10	01 6000 0000 0000 1000 1100	9314 8699 0430 0050 5339 27	9314 8699 0430 0050 5339 34	9314 8699 0430 0050 5339 41	9314 8699 0430 0050 5339 58	9314 8699 0430 0050 5339 65	9314 8699 0430 0050 5339 72	9314 8699 0430 0050 5339 89
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PS Form 3877

## Type of Mailing: CERTIFIED 09/07/2018



Firm Mailing Book ID: 150595

Rest.Del.Fee Contents	\$0.00 Notice	\$0.00 Notice	80.00	898.56
				Grand Total:
Reference	\$1.50 83420-0039	83420-0039		
Fee R.R.Fee Reference	\$1.50	\$1.50	\$24.00	
Fee	\$3.45	\$3.45	\$55.20	
Postage	\$1.21	\$1.21	\$19.36	
			Totals:	
Name, Street & P.O. Address	New Mexico State Land Office P.O. Box 1148 Santa Fe NM 87504			
Line Article Number	9314 8699 0430 0050 5339 96 New Mexico State Land Office P.O. Box 1148 Santa Fe NM 87504	9314 8699 0430 0050 5340 09		
Line	15	16		

st Number of Pieces	Total Number of Pieces	Postmaster:
sted by Sender	Received at Post Office	Name of receiving employe

16

Dated:



**PS Form 3877** 



	Firm Mailing Book ID: 150583
Type of Mailing: CERTIFIED 09/07/2018	

Rest.Del.Fee Contents	\$0.00 otice	\$0.00 Notice	\$0.00 Notice	\$0.00 Notice	\$0.00 Notice	80.00	\$30.80
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Reference	83420-0039	83420-0039	83420-0039	83420-0039	83420-0039		Grand Total:
Fee R.R.Fee Reference	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$7.50	
Fee	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$17.25	
Postage	\$1.21	SI.21	80 SEP - 2018 SI 21	USPS 65.81.21	\$1.21	Totals: \$6.05	
Name, Street & P.O. Address	COG Operating LLC 600 W. Illinois Ave. Midland TX 79701	Concho Oil & Gas, LLC 600 W. Illinois Ave. Midland TX 79701	Devon Energy Production Company 333 W. Sheridan Ave. Oklahoma City OK 73102		1 4 4 4 4 2		
Article Number	9314 8699 0430 0050 5303 53 COG Operating LLC 600 W. Illinois Ave. Midland TX 79701	9314 8699 0430 0050 5303 60 Concho Oil & Gas, LLC 600 W. Illinois Ave. Midland TX 79701	9314 8699 0430 0050 5303 77	9314 8699 0430 0050 5303 84	9314 8699 0430 0050 5303 91		
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Dated:

Postmaster:
Name of receiving employee



	Firm Mailing Book ID: 150590	Rest.Del.Fee Contents
		Reference
		Fee R.R.Fee Reference
		Fee
PS Form 3877	Type of Mailing: CERTIFIED 09/07/2018	Postage
		Name, Street & P.O. Address
	V 187102	rticle Number Na

Rest.Del.Fee Contents	\$5.10 Notice	\$5.10 Notice	\$5.10 Notice	\$5.10 Notice	\$5.10 Notice	\$5.10 Notice	\$5.10 Notice	\$5.10 Notice	\$5.10 Notice	\$5.10 Notice	\$5.10 Notice	\$5.10 Notice	\$5.10 Notice	\$5.10 Notice
Reference	83420-0039	83420-0039	83420-0039	83420-0039	83420-0039	83420-0039	83420-0039	83420-0039	83420-0039	83420-0039	83420-0039	83420-0039	83420-0039	83420-0039
R.R.Fee	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Fee	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45
Postage	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21
Name, Street & P.O. Address	Alan R. Hannifin P. O. Box8874 Denver CO 80202	Alfred Giles, IV P. O. Box 50360 Austin TX 78763	Bascom Mitchell Family Partnership, LP 1 Live Oak Drive Midland TX 79705	Beverly Jean Renfro Barr, Trustee of the Family Trust UWO Richard Kevin Barr 8027 Chalk Knoll Dr. Austin TX 78735	Blasco, L.L.C. 6235 Savannah Way Colorado Springs CO 80919	Blue Door, Inc., C/O P&M Petroleum Management 518 17th Street, Suite 1105 Denver CO 80202	300	Bruce C. Martens 9725 E. Hampden Ave, #310 Denver CO 80231	Carla E. Salmon 4455 W. Florence St. Appleton WI 54914	Charles W. Peck 9725 E. Hampden Ave, #310 Denver CO 80231	Christopher R. F. Eckels P.O. Box 30 Cedaredge CO 81413	Communities Foundation of Texas, Inc. P. O. Box 1588 Tulsa OK 74101	Cynthia Mae Wilson, Trustee of the Bypass Trust UWO Scott Evans Wilson 4601 Mirador Drive Austin TX 78735	David J. Sorensen P. O. Box 1453 Roswell NM 88202
Article Number	9336 0699 0430 0050 5321 79	9336 0699 0430 0050 5321 86	9336 0699 0430 0050 5321 93	9336 0699 0430 0050 5322 09	9336 0699 0430 0050 5322 16	9336 0699 0430 0050 5322 23	9336 0699 0430 0050 5322 30	9336 0699 0430 0050 5322 47	9336 0699 0430 0050 5322 54	9336 0699 0430 0050 5322 61	9336 0699 0430 0050 5322 78	9336 0699 0430 0050 5322 85		9336 0699 0430 0050 5323 08
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### PS Form 3877 Type of Mailing: CERTIFIED 09/07/2018



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Fee	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45
Postage	\$1.21	\$1.21	\$1.21	\$1.21	SI.21	17.10 81.21 10.00	S S S S S S S S S S S S S S S S S S S	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21
Name, Street & P.O. Address	David Scott Morgan, Trustee of the Morgan Mineral Trust DTD 4/1/2008 1209 Knoll Crest Ct. Grapevine TX 76051	D-M Corporation P. O. Box 1196 Englewood CO 80150	Elizabeth Jane Kay, Trustee of the Elizabeth Jane Kay Family Trust P.O. Box 9602 Colorado Springs CO 80932	Figure 4 Investment Trust 11010 Crestmore Houston TX 77096	Frank G. Nix PO Box 80342 Midland TX 79708	George Karabatsos 2220 Bering Drive, #30 Houston TX 77057	Georgia Bass 2855 Westminster Plaza Drive, #4409 Houston TX 77082	Innerarity Family Minerals, 600 N. Marienfeld Street, Suite 320 Midland TX 79701	Jan C. Ice P.O. Box 7366 Covington WA 98042	Joe N. Gifford PO Box 51187 Midland TX 79710	John Geoffrey Giles 2600 Escondido CV Austin TX 78703	JPT Family JV #1 12225 Greenville Avenue, Suite 440 Dallas TX 75243	L. E. Oppermann 1505 Neely Midland TX 79705	LaNell Joy Honeyman, Individually
Article Number	9336 0699 0430 0050 5323 15	9336 0699 0430 0050 5323 22	9336 0699 0430 0050 5323 39	9336 0699 0430 0050 5323 46	9336 0699 0430 0050 5323 53	9336 0699 0430 0050 5323 60	9336 0699 0430 0050 5323 77	9336 0699 0430 0050 5323 84	9336 0699 0430 0050 5323 91	9336 0699 0430 0050 5324 07	9336 0699 0430 0050 5324 14	9336 0699 0430 0050 5324 21	9336 0699 0430 0050 5324 38	9336 0699 0430 0050 5324 45

### PS Form 3877 Type of Mailing: CERTIFIED 09/07/2018



Rest.Del.Fee Contents	\$5.10 Notice	\$5.10 Notice	\$5.10 Notice	\$5.10 Notice	\$5.10 Notice	\$5.10 Notice	\$5.10 Notice	\$5.10 Notice	\$5.10 Notice	\$5.10 Notice	\$5.10 Notice	\$5.10 Notice	\$5.10 Notice
Reference	83420-0039	83420-0039	83420-0039	83420-0039	83420-0039	83420-0039	83420-0039	83420-0039	83420-0039	83420-0039	83420-0039	83420-0039	83420-0039
R.R.Fee	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Fee	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45
Postage	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21	\$1.21
Name, Street & P.O. Address	LaNell Joy Honeyman, Trustee of the Leslie Robert Honeyman Trust Cotton, Bledsoe, Tighe & Dawson, PC	500 West Illinois, Ste. 300 Midland TV 78701 Leslie Robert Honeyman Trust, LaNell Joy Honeymanm Trustee Cotton, Bledsoe, Tighe & Dawson, PC	500 West Illinois, Ste. 300 Linda Ray Neighbors 1711 Douglas Midland TX 79701	MAP 92-96 MGD, an OK General Partnership 101 North Robinson, Suite 1000 Oklahoma City OK 73102	MAP Holdings, an Oklahoma Gen Partnership 101 North Robinson, Suite 1000 Oklahoma City OK 73102	EN MEXICO	Mary Jane Shelley Favor PO Box 96 Havneville AL 36040	OUER	Florence ve. SE 87108	Morris E. Schertz PO Box 2588 Roswell NM 88202	Nancy L. McMurtie 125 East First Ave Appleton WI 54911	Nestegg Energy Corporation 2308 Sierra Vista Road Artesia NM 88210	Nuevo Seis Limited Partnership P.O. Box 2588 Roswell NM 88202
Article Number	9336 0699 0430 0050 5324 52	9336 0699 0430 0050 5324 69	9336 0699 0430 0050 5324 76	9336 0699 0430 0050 5324 83	9336 0699 0430 0050 5324 90	9336 0699 0430 0050 5325 06	9336 0699 0430 0050 5325 13	9336 0699 0430 0050 5325 20	9336 0699 0430 0050 5325 37	9336 0699 0430 0050 5325 44	9336 0699 0430 0050 5325 51	9336 0699 0430 0050 5325 68	9336 0699 0430 0050 5325 75
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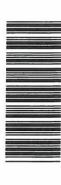
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Name, Street & P.O. Address	Patricia K. Lorenz 5806 Norvel Drive Corpus Christi TX 78412	Patterson Petroleum, LP PO Box 1416 Snyder TX 79550	Rex P. Spear 2320 Tayabeshockup Bozeman MT 59715	Robert Edward Eckels, Jr., L.L.C. PO Box 1093 Cedaredge CO 81413	Rolla R. Hinkle, II 303 Coal Drive Ruidoso NM 88345	Ronald C. Agel 279 Marlborough Street Boston MA 02116	S&E Royalty, LLC 8470 West 4th Avenue Lakewood CO 80226	GB 08	Southwest Royalties, Inc. PO Box 53570 Midland TX 79710	The EMG Revocable Trust 1000 W. Fouth Street Roswell NM 88201	The F. Andrew Grooms SSP Trust PO Box 2990 Ruidoso NM 88355	Wilbur D. and Afron H. Wilson Revocable Trust 1013 E. 5400 South South Ogden UT 84405	Walter H. Powe 3916 Northfield Court Midland TX 79707	Wells Fargo Bank, N.A., Trustee of the John Saleh Charitable Foundation PO Box 1959 Midland TX 79702	Western Interior Energy, Inc. WJT III SEP-IRA PO Box 247 Crested Butte CO 81224
Article Number	9336 0699 0430 0050 5325 82	9336 0699 0430 0050 5325 99	9336 0699 0430 0050 5326 05	9336 0699 0430 0050 5326 12	9336 0699 0430 0050 5326 29	9336 0699 0430 0050 5326 36	9336 0699 0430 0050 5326 43	9336 0699 0430 0050 5326 50	9336 0699 0430 0050 5326 67	9336 0699 0430 0050 5326 74	9336 0699 0430 0050 5326 81	9336 0699 0430 0050 5326 98	9336 0699 0430 0050 5327 04	9336 0699 0430 0050 5327 11	9336 0699 0430 0050 5327 28
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Fee	\$193.20		
Postage	\$67.76		
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Type of Mailing: CERTIFIED 09/07/2018

Zina Crum Modrall Sperling 500 4th Street NW Suite 1000 Albuquerque NM 87102



Firm Mailing Book ID: 150598

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Fee	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$17.25	
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9314869904300050534009	2018-09-07 2:11 PM TEK Properties, LTD. Attn: Thomas E Kelly		4705 Miramont Cir.	Bryan	1,5	7802 121	4 95	Delivered	Poture Possint Cloresonia	landing.	OWNER THE	OC 11 2010	e Void Status
9314869904300050533996	2018-09-07 2-11 PM New Mexico State Land Office		071170						vergill neceipt - Electronic	PHILIPAPE			Active
Carron Contraction Contraction	South of the second of the sec		P.O. Box 1148	Santa Fe	N N	8/504 1.21	4.95	Delivered	Return Receipt - Electronic	Javelina	Unit WIO	09-10-2018	Active
9314869904300050533989	2018-09-07 2:11 PM Bureau of Land Management		301 Dinosaur Trail	Santa Fe	NM W	87508 1.21	4.95	Undelivered	Return Receipt - Electronic	Javelina	Unit WIO		Artive
9314869904300050533972	2018-09-07 2:11 PM Titus Oil & Gas, LLC		100 Throckmorton St., #1630	Fort Worth	TX X	76102 1.21	4.95	Delivered	Return Receipt - Electronic	Javelina	Unit WIO	09-11-2018	Artive
9314869904300050533965	2018-09-07 2:11 PM Randy Prude		203 West Wall, Suite 1200	Midland	X	12.1 10767	4.95	Delivered	Return Receipt - Electronic	Javelina	Unit WIO	09-10-2018	Active
9314869904300050533958	2018-09-07 2:11 PM Otto E. Schroeder, Jr.		500 Hawk Court	Coppell	XT X	75019 1.21	4.95	Undelivered	Return Receipt - Electronic	Javelina	Unit WIO		Active
9314869904300050533941	2018-09-07 2:11 PM Mary Patricia Dougherty Trust		P. O. 968	Issaquah	WA 9	98027 1.21	4.95	Delivered	Return Receipt - Electronic	Javelina	Unit WIO	09-10-2018	Active
9314869904300050533934	2018-09-07 2:11 PM Mary Margaret Olson Trust		596 Aviator Drive	Fort Worth	XT.	76179 1.21	4.95	Undelivered	Return Receipt - Electronic	Javelina	Unit WIO		Active
9314869904300050533927	2018-09-07 2:11 PM Mabee-Flynt Lease Trust		15611 Wildwood Trace	MagnoliaPinehur TX		77354 1.21	4.95	Delivered	Return Receipt - Electronic	Javelina	Unit WIO	09-13-2018	Active
9314869904300050533910	2018-09-07 2:11 PM Kevin Francis Dougherty	C/O Dougherty Enterprises	Attn: Terry Ann Dougherty	Charlton	NY 1	12019 1.21	4.95	Delivered	Return Receipt - Electronic	Javelina	Unit WIO	09-11-2018	Active
9314869904300050533903	2018-09-07 2:11 PM Mellissa Catherine Dougherty	C/O Frost Bank	Attn: Robert Turnbull	San Antonio	XT.	78296 1.21	4.95	Delivered	Return Receipt - Electronic	Javelina	Unit WIO	09-10-2018	Active
9314869904300050533897	2018-09-07 2:11 PM James Robert Dougherty, III Trust		200 Concord Plaza Dr*	San Antonio	X	78216 1.21	4.95	To be Returned	Return Receipt - Electronic	Javelina	Unit WIO		Active
9314869904300050533880	2018-09-07 2:11 PM Devon Energy Production Company LP		333 West Sheridan Avenue	Oklahoma City	OK 7	3102 1.21	4.95	Delivered	Return Receipt - Electronic	Javelina	Unit WIO	09-10-2018	Active
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9314869904300050533866	2018-09-07 2:11 PM COG Operating LLC		600 West Illinois Avenue	Midland	Z XT	12.1 1026	4.95	Delivered	Return Receipt - Electronic	Javelina	Unit WIO	09-10-2018	Active
9314869904300050533859	2018-09-07 2:11 PM Catherine Madeline Grace, C/O Serna & Co.	_	6031 West Interstate 20, # 251	Arlington	T XT	76017 1.21	4.95	Delivered	Return Receipt - Electronic	Javelina	Unit WIO	Javelina Unit WIO 09-11-2018	Artive

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9314869904300050530391 9314869904300050530384 9314869904300050530377 9314869904300050530350	2018-09-07 1:35 PM XTO Energy Inc. 2018-09-07 1:35 PM Oxy USA Inc. 2018-09-07 1:35 PM Concho Oil & Gas, LLC 2018-09-07 1:35 PM COG Operating LLC	22777 Springwoods Village Pkwy. 5 Greenway Plaza, Suite 110 ny 333 W. Sheridan Ave. 600 W. Illinois Ave.	Spring Houston Oklahoma City Midland Midland	<b>*</b> * <b>5 5 4</b>	77389 77046 73102 79701	121 121 121 121 121 121 121 121 121 121	4.95 C 4.	Delivered Delivered Delivered Delivered		09-10-2018 09-12-2018 09-10-2018 09-10-2018

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9336069904300050532728	2018-09-07 1:48 PM Western Interior Energy, Inc. WJT III SEP-IRA		PO Box 247	Crested Butte				Service Options	Custom Field	Custom Field 3 Mail Delivery Date
9336069904300050532711	2018-09-07 1:48 PM Wells Fargo Bank, N.A., Trustee of the	John Saleh Charitable Foundation	PO Box 1959	Midland				Return Receipt - Electronic	Orri Owners	0100 01
9336069904300050532704	2018-09-07 1:48 PM Walter H. Powe		3916 Northfield Court	Midland		1000	urned	Return Receipt - Electronic	Orri Owners	09-12-2018
9336069904300050532698	2018-09-07 1:48 PM Wilbur D. and Afton H. Wilson Revocable Trust		1013 E. 5400 South	South Ogden				Return Receipt - Flectronic	Orri Owners	9100 11 90
9336069904300050532681	2018-09-07 1:48 PM The F. Andrew Grooms SSP Trust		PO Box 2990	Ruidoso	-			Return Receipt - Flectronic	Orri Owners	09-12-2010
9336069904300050532674	2018-09-07 1:48 PM The EMG Revocable Trust		1000 W. Fouth Street	Roswell				Return Receipt - Electronic	Orri Owners	09-11-2018
9336069904300050532667	2018-09-07 1:48 PM Southwest Royalties, Inc.		PO Box 53570	Midland		79710 Del		Return Receipt - Electronic	Orri Owners	09-10-2018
9336069904300050532650	2018-09-07 1:48 PM Shawn P. Hannifin, Estate of		730 17th Street	Denver			nrned	Return Receipt - Electronic	Orri Owners	
933606990490003032643	2018-09-07 1:48 PM S&E KOYalty, LLC		8470 West 4th Avenue	Lakewood		80226 Del	Delivered	Return Receipt - Electronic	Orri Owners	09-10-2018
9336069904300030332636	2016-09-07 1:48 PIVI ROBBIG C. Age		279 Marlborough Street	Boston			pa	Return Receipt - Electronic	Orri Owners	
9336069904300050532629	2016-09-07 1-48 PM Rolla K. Hinkle, II		303 Coal Drive	Ruidoso	_			Return Receipt - Electronic	Orri Owners	09-10-2018
9336069904300050532605	2018-09-07 1:46 PM Rev P Spear		PO Box 1093	Cedaredge				Return Receipt - Electronic	Orri Owners	09-10-2018
9336069904300050532599	2018-09-07 1:48 PM Patterson Petroleum IP		2320 Tayabeshockup	Bozeman				Return Receipt - Electronic	Orri Owners	09-11-2018
9336069904300050532582	2018-09-07 1:48 PM Datricia K Lorenz		FU Box 1416	Snyder				Return Receipt - Electronic	Orri Owners	09-26-2018
9336069904300050532575	2018-09-07 1:48 PM Nuevo Seis Limited Partnership		2808 Notvei Drive	Corpus Christi			nrned	Return Receipt - Electronic	Orri Owners	
9336069904300050532568	2018-09-07 1:48 PM Nesteev Energy Cornoration		7300 Signar Vista Board	Roswell	NN 88			Return Receipt - Electronic	Orri Owners	09-11-2018
9336069904300050532551	2018-09-07 1:48 PM Nancy L. McMurtie		125 Each Eight Aug	Arresia				Return Receipt - Electronic	Orri Owners	09-10-2018
9336069904300050532544	2018-09-07 1:48 PM Morris E. Schertz		PO Box 2588	Appleton Roswell	NAM 90	99307 Del	Delivered	Keturn Receipt - Electronic	Orri Owners	09-21-2018
9336069904300050532537	2018-09-07 1:48 PM Mona M. Stewart Florence		1009 Palomas Drive. SF	Albuquerque				Neturn beceipt - Electronic	Orri Owners	09-11-5018
9336069904300050532520	2018-09-07 1:48 PM Michelle R. Hannafin		PO Box 8874	Denver		5.0	peun	Return Receipt - Electronic	Orri Owners	8107-07-60
9336069904300050532513	2018-09-07 1:48 PM Mary Jane Shelley Favor		PO Box 96	Hayneville		· · · · · · · · · · · · · · · · · · ·		Return Receipt - Flectronic	Orri Owners	09-14-2018
9336069904300050532506	2018-09-07 1:48 PM Marathon Oil Company		PO Box 3487	Houston	77 XT			Return Receipt - Electronic	Orri Owners	09-18-2018
9336069904300050532490	2018-09-07 1:48 PM MAP Holdings, an Oklahoma Gen Partnership		101 North Robinson, Suite 1000	Oklahoma City	OK 73	73102 Del		Return Receipt - Electronic	Orri Owners	09-10-2018
9336069904300050532483	2018-09-07 1:48 PM MAP 92-96 MGD, an OK General Partnership		101 North Robinson, Suite 1000	Oklahoma City	OK 73	73102 Del		Return Receipt - Electronic	Orri Owners	09-10-2018
9336069904300050532476	2018-09-07 1:48 PM Linda Kay Neighbors		1711 Douglas	Midland	79 XT	79701 Del	Delivered	Return Receipt - Electronic	Orri Owners	09-10-2018
9336069904300050532469	2018-09-07 1:48 PM Leslie Robert Honeyman Trust,	LaNell Joy Honeymanm Trustee	Cotton, Bledsoe, Tighe & Dawson, PC	Midland	77 XT	79701 Del	Delivered	Return Receipt - Electronic	Orri Owners	09-10-2018
9336069904300050532452	2018-09-07 1:48 PM LaNell Joy Honeyman, Trustee of the	Leslie Robert Honeyman Trust	Cotton, Bledsoe, Tighe & Dawson, PC	Midland	77 XT		Delivered	Return Receipt - Electronic	Orri Owners	09-10-2018
9336069904300050532445	2018-09-07 1:48 PM LaNell Joy Honeyman, Individually	Cotton, Bledsoe, Tighe & Dawson, PC	500 West Illinois, Ste. 300	Midland			Delivered	Return Receipt - Electronic	Orri Owners	09-10-2018
9336069904300050532438	2018-09-07 1:48 PM L. E. Oppermann		1505 Neely	Midland				Return Receipt - Electronic	Orri Owners	09-10-2018
9336069904300050532421	2010-03-07 1.40 PM 121 FARMILY 1V #1		12225 Greenville Avenue, Suite 440	Dallas				Return Receipt - Electronic	Orri Owners	09-10-2018
9336069904300030332414	2018-09-07 1:48 PINI John Geoffrey Giles		2600 Escondido CV	Austin				Return Receipt - Electronic	Orri Owners	09-12-2018
9336069904300050532391	2018-09-07 1:48 PM Jan C. Ice		PO Box 5118/	Midland	79 XI			Return Receipt - Electronic	Orri Owners	09-11-2018
9336069904300050532384	2018-09-07 1:48 PM Innerarity Family Minerals.		600 N Marianfald Street Cuits 220	Covington		38042 101	nrned	Return Receipt - Electronic	Orri Owners	
9336069904300050532377	2018-09-07 1:48 PM Georgia Bass		2855 Westminster Plaza Drive. #4409	Houston	77 XT		Undelivered	Neturn Receipt - Electronic	Orri Owners	09-10-2018
9336069904300050532360	2018-09-07 1:48 PM George Karabatsos		2220 Bering Drive. #30	Houston			Ped	Petura Receipt - Electronic	Orri Owners	
9336069904300050532353	2018-09-07 1:48 PM Frank G. Nix		PO Box 80342	Midland				Return Receipt - Electronic	Orri Owners	09-20-2018
9336069904300050532346	2018-09-07 1:48 PM Figure 4 Investment Trust		11010 Crestmore	Houston			urned	Return Receipt - Electronic	Orri Owners	8107-07-60
9336069904300050532339	2018-09-07 1:48 PM Elizabeth Jane Kay, Trustee of the	Elizabeth Jane Kay Family Trust	P.O. Box 9602	Colorado Springs	CO 80	80932 Del		Return Receipt - Electronic	Orri Owners	09-10-2018
9336069904300050532322	2018-09-07 1:48 PM D-M Corporation		P. O. Box 1196	Englewood	CO 80	80150 Del	Delivered	Return Receipt - Electronic	Orri Owners	09-13-2018
9336069904300050532315	2018-09-07 1:48 PM David Scott Morgan, Trustee of the	Morgan Mineral Trust DTD 4/1/2008	1209 Knoll Crest Ct.	Grapevine	TX 76			Return Receipt - Electronic	Orri Owners	09-13-2018
9336069904300050532308	2018-09-07 1:48 PM David J. Sorensen		P. O. Box 1453	Roswell	_			Return Receipt - Electronic	Orri Owners	09-11-2018
9336069904300050532252	2019 00 07 1-40 BM Communities Equadation of the	Bypass I rust UWO Scott Evans Wilson 4601 Mirador Drive	4601 Mirador Drive	Austin				Return Receipt - Electronic	Orri Owners	09-24-2018
9336069904300050532278	2018-09-07 1:48 PM Christopher R F Erkels		P. U. Box 1588	Tulsa				Return Receipt - Electronic	Orri Owners	09-11-2018
9336069904300050532261	2018-09-07 1:48 PM Charles W. Peck		P.U. Box 30	Cedaredge				Return Receipt - Electronic	Orri Owners	09-10-2018
9336069904300050532254	2018-09-07 1:48 PM Carla F Salmon		3/25 E. Hampden Ave, #310	Denver			urned	Return Receipt - Electronic	Orri Owners	
9336069904300050532247	2018-09-07 1:48 PM Bruce C. Martens		9455 W. Florence St.	Appleton	WI 549			Return Receipt - Electronic	Orri Owners	09-17-2018
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9336069904300050532223	2018-09-07 1:48 PM Blue Door, Inc., C/O P&M Petroleum Manageme	· o	5.18 17th Street Suite 1105	Ruidosa	NN 88	88355 Deli		Return Receipt - Electronic	Orri Owners	09-11-2018
9336069904300050532216	2018-09-07 1:48 PM Blasco, L.L.C.		6235 Savannah Way	lo Springe				Keturn Keceipt - Electronic	Orri Owners	09-21-2018
9336069904300050532209	2018-09-07 1:48 PM Beverly Jean Renfro Barr, Trustee of the	Family Trust UWO Richard Kevin Barr	8027 Chalk Knoll Dr.				Delivered R	Return Receipt - Electronic	Orri Owners	09-10-2018
9336069904300050532193	2018-09-07 1:48 PM Bascom Mitchell Family Partnership, LP		1 Live Oak Drive	Midland			urned	Return Receipt - Electronic	Orri Owners	09-12-2018
9336069904300050532186	2018-09-07 1:48 PM Alfred Giles, IV		P. O. Box 50360	Austin					Orri Owners	09-17-2018
9336069904300050532179	2018-09-07 1:48 PM Alan R. Hannifin		P. O. Box8874	Denver					Orri Owners	09-19-2018

Recipient:

Bureau of Land Management 301 Dinosaur Trail Santa Fe, NM 87508

Sender:

Zina Crum Modrall Sperling 500 4th Street NW Suite 1000

Albuquerque, NM 87102

Transaction created by: zinacrum

User ID: 20112

Firm Mailing Book ID: 150595

Batch ID: 144359

Certified Mail Article Number: Return Receipt Article Number: 9314869904300050533989

Service Options:

Mail Service: Reference #:

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Return Receipt - Electronic

Certified 83420-0039 \$1.21 \$4.95

Status: Custom Field 1: Custom Field 2: Custom Field 3:

Undelivered 83420-0040 Javelina

Unit WIO

### **Transaction History**

**Event Description** 

Mailbook Generated USPS® Certified Mail USPS® Certified Mail USPS® Certified Mail USPS® Certified Mail **Event Date** 

09-07-2018 02:12 PM 09-07-2018 07:07 PM 09-07-2018 10:50 PM 09-08-2018 06:04 AM 09-08-2018 04:40 PM

**Details** 

[WALZ] - Firm Mailing Book 150595 generated by zinacrum

[USPS] - PRESHIPMENT INFO SENT USPS AWAITS ITEM at TEMECULA, CA

[USPS] - PROCESSED THROUGH USPS FACILITY at ALBUQUERQUE, NM

[USPS] - DEPART USPS FACILITY at ALBUQUERQUE,NM

[USPS] - PROCESSED THROUGH USPS FACILITY at ALBUQUERQUE, NM

Recipient:

Mary Margaret Olson Trust 596 Aviator Drive Fort Worth, TX 76179

Sender:

Zina Crum Modrall Sperling 500 4th Street NW Suite 1000

Albuquerque, NM 87102

Transaction created by: zinacrum

User ID: 20112

Firm Mailing Book ID: 150595

Batch ID: 144359

Certified Mail Article Number: Return Receipt Article Number: 9314869904300050533934

Service Options: Return Receipt - Electronic

Mail Service: Certified 83420-0039 Reference #: Postage: \$1,21 Fees: \$4.95 Status: Undelivered Custom Field 1: 83420-0039

Custom Field 2: Javelina Custom Field 3:

Unit WIO

### **Transaction History**

Event Date
09-07-2018 02:12 PN
09-07-2018 07:07 PM
09-07-2018 10:50 PM
09-08-2018 06:04 AN
09-09-2018 03:39 AN
09-09-2018 09:07 PN
09-10-2018 05:10 AN
09-10-2018 06:48 AM
09-10-2018 08:45 AM
09-10-2018 08:55 AM
09-10-2018 10:55 PM

[WALZ] - Firm Mailing Book 150595 generated by zinacrum [USPS] - PRESHIPMENT INFO SENT USPS AWAITS ITEM at TEMECULA, CA [USPS] - PROCESSED THROUGH USPS FACILITY at ALBUQUERQUE, NM [USPS] - DEPART USPS FACILITY at ALBUQUERQUE, NM [USPS] - PROCESSED THROUGH USPS FACILITY at FORT WORTH, TX [USPS] - PROCESSED THROUGH USPS FACILITY at FORT WORTH, TX [USPS] - DEPART USPS FACILITY at FORT WORTH,TX [USPS] - ARRIVAL AT UNIT at FORT WORTH, TX [USPS] - SORTINGPROCESSING COMPLETE at FORT WORTH, TX [USPS] - OUT FOR DELIVERY at FORT WORTH,TX [USPS] - DELIVERY STATUS NOT UPDATED at FORT WORTH, TX

Recipient:

Otto E. Schroeder, Jr. 500 Hawk Court Coppell, TX 75019

Sender:

Zina Crum Modrall Sperling 500 4th Street NW Suite 1000

Albuquerque, NM 87102

Transaction created by: zinacrum

User ID: 20112

Firm Mailing Book ID: 150595

Batch ID: 144359

Certified Mail Article Number: Return Receipt Article Number:

9314869904300050533958

Service Options:

Return Receipt - Electronic Mail Service: Certified

Reference #: 83420-0039 Postage: \$1.21 Fees: \$4.95

Status: Undelivered Custom Field 1: 83420-0039 Custom Field 2: Javelina Custom Field 3: Unit WIO

Event Description	Event Date	Details
Mailbook Generated	09-07-2018 02:12 PM	[WALZ] - Firm Mailing Book 150595 generated by zinacrum
USPS® Certified Mail	09-07-2018 07:07 PM	[USPS] - PRESHIPMENT INFO SENT USPS AWAITS ITEM at TEMECULA, CA
USPS® Certified Mail	09-07-2018 10:50 PM	[USPS] - PROCESSED THROUGH USPS FACILITY at ALBUQUERQUE,NM
USPS® Certified Mail	09-08-2018 06:04 AM	[USPS] - DEPART USPS FACILITY at ALBUQUERQUE,NM
USPS® Certified Mail	09-09-2018 02:54 PM	[USPS] - PROCESSED THROUGH USPS FACILITY at COPPELL, TX
USPS® Certified Mail	09-10-2018 03:12 AM	[USPS] - PROCESSED THROUGH USPS FACILITY at COPPELL,TX
USPS® Certified Mail	09-11-2018 09:14 AM	[USPS] - ARRIVAL AT UNIT at COPPELL,TX
USPS® Certified Mail	09-11-2018 04:14 PM	[USPS] - NOTICE LEFT at COPPELL,TX

Recipient:

James Robert Dougherty, III Trust 200 Concord Plaza Dr\* San Antonio, TX 78216

Sender:

Zina Crum Modrall Sperling 500 4th Street NW Suite 1000

Albuquerque, NM 87102

Transaction created by: zinacrum

User ID: 20112

Firm Mailing Book ID: 150595

Batch ID: 144359

Certified Mail Article Number: Return Receipt Article Number: 9314869904300050533897

Service Options: Return Receipt - Electronic

 Mail Service:
 Certified

 Reference #:
 83420-0039

 Postage:
 \$1.21

 Fees:
 \$4.95

Status: To be Returned
Custom Field 1: 83420-0039
Custom Field 2: Javelina
Custom Field 3: Unit WIO

Event Description	Event Date	Details
Mailbook Generated	09-07-2018 02:12 PM	[WALZ] - Firm Mailing Book 150595 generated by zinacrum
USPS® Certified Mail	09-07-2018 07:07 PM	[USPS] - PRESHIPMENT INFO SENT USPS AWAITS ITEM at TEMECULA, CA
USPS® Certified Mail	09-07-2018 10:50 PM	[USPS] - PROCESSED THROUGH USPS FACILITY at ALBUQUERQUE, NM
USPS® Certified Mail	09-08-2018 06:04 AM	[USPS] - DEPART USPS FACILITY at ALBUQUERQUE,NM
USPS® Certified Mail	09-10-2018 07:00 PM	[USPS] - PROCESSED THROUGH USPS FACILITY at CORPUS CHRISTI, TX
USPS® Certified Mail	09-10-2018 09:47 PM	[USPS] - PROCESSED THROUGH USPS FACILITY at CORPUS CHRISTI,TX
USPS® Certified Mail	09-10-2018 11:56 PM	[USPS] - DEPART USPS FACILITY at CORPUS CHRISTI,TX
USPS® Certified Mail	09-11-2018 12:31 PM	[USPS] - PROCESSED THROUGH USPS FACILITY at SAN ANTONIO, TX
USPS® Certified Mail	09-11-2018 09:38 PM	[USPS] - DEPART USPS FACILITY at SAN ANTONIO, TX
USPS® Certified Mail	09-12-2018 04:02 AM	[USPS] - PROCESSED THROUGH USPS FACILITY at SAN ANTONIO, TX
USPS® Certified Mail	09-12-2018 06:08 AM	[USPS] - ARRIVAL AT UNIT at SAN ANTONIO,TX
USPS® Certified Mail	09-12-2018 07:35 AM	[USPS] - UNABLE TO DELIVER PROBLEM WITH ADDRESS at SAN ANTONIO, TX
USPS® Certified Mail	09-13-2018 08:37 AM	[USPS] - INSUFFICIENT ADDRESS at SAN ANTONIO,TX
USPS® Certified Mail	10-01-2018 01:49 PM	[USPS] - PROCESSED THROUGH USPS FACILITY at ALBUQUERQUE, NM
USPS® Certified Mail	10-01-2018 07:48 PM	[USPS] - PROCESSED THROUGH USPS FACILITY at ALBUQUERQUE,NM

Recipient:

Western Interior Energy, Inc. WJT III SEP-IRA PO Box 247

Crested Butte, CO 81224

Sender:

Zina Crum Modrall Sperling 500 4th Street NW Suite 1000

Albuquerque, NM 87102

Transaction created by: zinacrum

User ID: 20112

Firm Mailing Book ID: 150590

Batch ID: 144354

Certified Mail Article Number: Return Receipt Article Number: 9336069904300050532728

Service Options:

Restricted Delivery

Return Receipt - Electronic Certified 83420-0039

\$1.21

\$10.05

Mail Service: Reference #: Postage: Fees:

Status: To be Returned Custom Field 1: 83420-0039 Custom Field 2: Javelina Custom Field 3:

Orri Owners

Event Description	Event Date	Details
Mailbook Generated	09-07-2018 01:59 PM	[WALZ] - Firm Mailing Book 150590 generated by zinacrum
USPS® Certified Mail	09-07-2018 05:10 PM	[USPS] - PRESHIPMENT INFO SENT USPS AWAITS ITEM at TEMECULA, CA
USPS® Certified Mail	09-07-2018 10:50 PM	[USPS] - PROCESSED THROUGH USPS FACILITY at ALBUQUERQUE, NM
USPS® Certified Mail	09-08-2018 06:04 AM	[USPS] - DEPART USPS FACILITY at ALBUQUERQUE,NM
USPS® Certified Mail	09-08-2018 06:40 PM	[USPS] - PROCESSED THROUGH USPS FACILITY at DENVER, CO
USPS® Certified Mail	09-09-2018 05:32 AM	[USPS] - DEPART USPS FACILITY at DENVER,CO
USPS® Certified Mail	09-10-2018 10:57 PM	[USPS] - PROCESSED THROUGH USPS FACILITY at DENVER, CO
USPS® Certified Mail	09-11-2018 03:46 PM	[USPS] - PROCESSED THROUGH USPS FACILITY at DENVER, CO
USPS® Certified Mail	09-12-2018 05:14 PM	[USPS] - AVAILABLE FOR PICKUP at CRESTED BUTTE, CO
USPS® Certified Mail	09-17-2018 03:33 AM	[USPS] - REMINDER TO SCHEDULE REDELIVERY at CRESTED BUTTE, CO
USPS® Certified Mail	09-20-2018 11:56 AM	[USPS] - REFUSED at CRESTED BUTTE,CO
USPS® Certified Mail	09-20-2018 11:57 AM	[USPS] - RETURN TO SENDER at CRESTED BUTTE, CO

Recipient:

Walter H. Powe 3916 Northfield Court Midland, TX 79707

Sender:

Zina Crum Modrall Sperling 500 4th Street NW Suite 1000

Albuquerque, NM 87102

Transaction created by: zinacrum

User ID: 20112

Firm Mailing Book ID: 150590

Batch ID: 144354

Certified Mail Article Number:

9336069904300050532704

Return Receipt Article Number:

Service Options:

Restricted Delivery

Return Receipt - Electronic

Mail Service: Reference #: Postage: Fees:

83420-0039 \$1.21 \$10.05

Certified

Status: To be Returned
Custom Field 1: 83420-0039
Custom Field 2: Javelina
Custom Field 3: Orri Owners

Event Description	Event Date	Details
Mailbook Generated	09-07-2018 01:59 PM	[WALZ] - Firm Mailing Book 150590 generated by zinacrum
USPS® Certified Mail	09-07-2018 05:10 PM	[USPS] - PRESHIPMENT INFO SENT USPS AWAITS ITEM at TEMECULA, CA
USPS® Certified Mail	09-07-2018 10:50 PM	[USPS] - PROCESSED THROUGH USPS FACILITY at ALBUQUERQUE, NM
USPS® Certified Mail	09-08-2018 06:04 AM	[USPS] - DEPART USPS FACILITY at ALBUQUERQUE,NM
USPS® Certified Mail	09-09-2018 07:32 PM	[USPS] - PROCESSED THROUGH USPS FACILITY at MIDLAND, TX
USPS® Certified Mail	09-09-2018 10:19 PM	[USPS] - PROCESSED THROUGH USPS FACILITY at MIDLAND, TX
USPS® Certified Mail	09-10-2018 05:14 AM	[USPS] - DEPART USPS FACILITY at MIDLAND, TX
USPS® Certified Mail	09-10-2018 05:52 AM	[USPS] - ARRIVAL AT UNIT at MIDLAND, TX
USPS® Certified Mail	09-10-2018 08:41 AM	[USPS] - SORTINGPROCESSING COMPLETE at MIDLAND,TX
USPS® Certified Mail	09-10-2018 08:51 AM	[USPS] - OUT FOR DELIVERY at MIDLAND, TX
USPS® Certified Mail	09-10-2018 02:44 PM	[USPS] - NO AUTHORIZED RECIPIENT AVAILABLE at MIDLAND, TX
USPS® Certified Mail	09-15-2018 04:08 AM	[USPS] - REMINDER TO SCHEDULE REDELIVERY at MIDLAND, TX
USPS® Certified Mail	09-25-2018 04:08 AM	[USPS] - PACKAGE RETURN NOTICE GENERATED at MIDLAND, TX

Recipient:

Shawn P. Hannifin, Estate of

730 17th Street Denver, CO 80202

Sender:

Zina Crum Modrall Sperling 500 4th Street NW

Suite 1000

Albuquerque, NM 87102

Transaction created by: zinacrum

User ID: 20112

Firm Mailing Book ID: 150590

Batch ID: 144354

Certified Mail Article Number: Return Receipt Article Number: 9336069904300050532650

Service Options:

Fees:

Restricted Delivery

Return Receipt - Electronic Certified

Mail Service: Reference #: Postage:

83420-0039 \$1.21 \$10.05

Status: Custom Field 1: Custom Field 2: Custom Field 3:

To be Returned 83420-0039 Javelina

Orri Owners

### **Transaction History**

### **Event Description**

### **Event Date** Mailbook Generated 09-07-2018 01:59 PM 09-07-2018 05:10 PM USPS® Certified Mail USPS® Certified Mail 09-07-2018 10:50 PM USPS® Certified Mail 09-08-2018 06:04 AM USPS® Certified Mail 09-08-2018 06:40 PM USPS® Certified Mail 09-09-2018 12:45 AM USPS® Certified Mail 09-09-2018 05:32 AM USPS® Certified Mail 09-13-2018 01:51 PM USPS® Certified Mail 09-18-2018 04:12 AM USPS® Certified Mail 09-28-2018 03:57 AM

### **Details**

[WALZ] - Firm Mailing Book 150590 generated by zinacrum

[USPS] - PRESHIPMENT INFO SENT USPS AWAITS ITEM at TEMECULA, CA [USPS] - PROCESSED THROUGH USPS FACILITY at ALBUQUERQUE.NM

[USPS] - DEPART USPS FACILITY at ALBUQUERQUE, NM

[USPS] - PROCESSED THROUGH USPS FACILITY at DENVER, CO

[USPS] - PROCESSED THROUGH USPS FACILITY at DENVER, CO

[USPS] - DEPART USPS FACILITY at DENVER, CO

[USPS] - NO AUTHORIZED RECIPIENT AVAILABLE at DENVER, CO [USPS] - REMINDER TO SCHEDULE REDELIVERY at DENVER, CO [USPS] - PACKAGE RETURN NOTICE GENERATED at DENVER, CO

Recipient:

Ronald C. Agel 279 Marlborough Street Boston, MA 02116

Sender:

Zina Crum Modrall Sperling 500 4th Street NW Suite 1000

Albuquerque, NM 87102

Transaction created by: zinacrum

User ID: 20112

Firm Mailing Book ID: 150590

Batch ID: 144354

Certified Mail Article Number: Return Receipt Article Number: 9336069904300050532636

Service Options:

Restricted Delivery

Return Receipt - Electronic

Mail Service: Reference #: Postage: Fees: Certified 83420-0039 \$1.21 \$10.05

Status: Custom Field 1: Custom Field 2: Custom Field 3: Undelivered 83420-0039 Javelina

Orri Owners

<b>Event Description</b>	Event Date	Details
Mailbook Generated	09-07-2018 01:59 PM	[WALZ] - Firm Mailing Book 150590 generated by zinacrum
USPS® Certified Mail	09-07-2018 05:10 PM	[USPS] - PRESHIPMENT INFO SENT USPS AWAITS ITEM at TEMECULA.CA
USPS® Certified Mail	09-07-2018 10:50 PM	[USPS] - PROCESSED THROUGH USPS FACILITY at ALBUQUERQUE, NM
USPS® Certified Mail	09-08-2018 06:04 AM	[USPS] - DEPART USPS FACILITY at ALBUQUERQUE, NM
USPS® Certified Mail	09-10-2018 04:48 AM	[USPS] - PROCESSED THROUGH USPS FACILITY at BOSTON, MA
USPS® Certified Mail	09-11-2018 05:10 AM	[USPS] - PROCESSED THROUGH USPS FACILITY at BOSTON, MA
USPS® Certified Mail	09-12-2018 08:37 AM	[USPS] - ARRIVAL AT UNIT at BOSTON, MA
USPS® Certified Mail	09-12-2018 09:39 AM	[USPS] - SORTINGPROCESSING COMPLETE at BOSTON, MA
USPS® Certified Mail	09-12-2018 09:49 AM	[USPS] - OUT FOR DELIVERY at BOSTON,MA
USPS® Certified Mail	09-12-2018 11:49 PM	[USPS] - DELIVERY STATUS NOT UPDATED at BOSTON, MA

Recipient:

Patricia K. Lorenz 5806 Norvel Drive Corpus Christi, TX 78412

Sender:

Zina Crum Modrall Sperling 500 4th Street NW Suite 1000

Albuquerque, NM 87102

Transaction created by: zinacrum

User ID: 20112

Firm Mailing Book ID: 150590

Batch ID: 144354

Certified Mail Article Number: Return Receipt Article Number: 9336069904300050532582

Service Options:

Restricted Delivery

Return Receipt - Electronic

Mail Service: Reference #: Postage: Fees: Certified 83420-0039 \$1.21 \$10.05

Status: To be Returned
Custom Field 1: 83420-0039
Custom Field 2: Javelina
Custom Field 3: Orri Owners

### **Transaction History**

Event Description	Event Date
Mailbook Generated	09-07-2018 01:59 PM
USPS® Certified Mail	09-07-2018 05:10 PM
USPS® Certified Mail	09-07-2018 10:50 PM
USPS® Certified Mail	09-08-2018 06:04 AM
USPS® Certified Mail	09-09-2018 12:55 PM
USPS® Certified Mail	09-10-2018 07:00 PM
USPS® Certified Mail	09-10-2018 11:41 PM
USPS® Certified Mail	09-10-2018 11:56 PM
USPS® Certified Mail	09-11-2018 07:07 AM
USPS® Certified Mail	09-11-2018 08:09 AM
USPS® Certified Mail	09-11-2018 08:19 AM
USPS® Certified Mail	09-11-2018 04:08 PM
USPS® Certified Mail	09-12-2018 12:13 PM
USPS® Certified Mail	09-16-2018 10:18 AM
USPS® Certified Mail	09-16-2018 09:03 PM
USPS® Certified Mail	09-19-2018 02:26 PM
USPS® Certified Mail	09-21-2018 02:05 PM
USPS® Certified Mail	09-21-2018 11:47 PM
USPS® Certified Mail	09-22-2018 04:48 AM
USPS® Certified Mail	09-22-2018 10:00 AM

### Details

[WALZ] - Firm Mailing Book 150590 generated by zinacrum

[USPS] - PRESHIPMENT INFO SENT USPS AWAITS ITEM at TEMECULA,CA

[USPS] - PROCESSED THROUGH USPS FACILITY at ALBUQUERQUE, NM

[USPS] - DEPART USPS FACILITY at ALBUQUERQUE, NM

[USPS] - PROCESSED THROUGH USPS FACILITY at SAN ANTONIO, TX [USPS] - PROCESSED THROUGH USPS FACILITY at CORPUS CHRISTI, TX

[USPS] - PROCESSED THROUGH USPS FACILITY at CORPUS CHRISTI,TX

[USPS] - DEPART USPS FACILITY at CORPUS CHRISTI,TX

[USPS] - ARRIVAL AT UNIT at CORPUS CHRISTI,TX

[USPS] - SORTINGPROCESSING COMPLETE at CORPUS CHRISTI,TX

[USPS] - OUT FOR DELIVERY at CORPUS CHRISTI,TX

[USPS] - UNABLE TO DELIVER PROBLEM WITH ADDRESS at CORPUS CHRISTI,TX

[USPS] - ADDRESSEE UNKNOWN at CORPUS CHRISTI,TX

[USPS] - PROCESSED THROUGH USPS FACILITY at OKLAHOMA CITY, OK

[USPS] - DEPART USPS FACILITY at OKLAHOMA CITY, OK

[USPS] - PROCESSED THROUGH USPS FACILITY at OKLAHOMA CITY, OK

[USPS] - PROCESSED THROUGH USPS FACILITY at ALBUQUERQUE, NM

[USPS] - PROCESSED THROUGH USPS FACILITY at ALBUQUERQUE, NM

[USPS] - ARRIVAL AT UNIT at ALBUQUERQUE,NM [USPS] - BUSINESS CLOSED at ALBUQUERQUE,NM

Recipient:

Michelle R. Hannafin PO Box 8874 Denver, CO 80201

Sender:

Zina Crum Modrall Sperling 500 4th Street NW Suite 1000

Albuquerque, NM 87102

Transaction created by: zinacrum

User ID: 20112

Firm Mailing Book ID: 150590

Batch ID: 144354

Certified Mail Article Number: Return Receipt Article Number:

9336069904300050532520

Service Options:

Restricted Delivery Return Receipt - Electronic

 Mail Service:
 Certified

 Reference #:
 83420-0039

 Postage:
 \$1.21

 Fees:
 \$10.05

Status: To be Returned
Custom Field 1: 83420-0039
Custom Field 2: Javelina
Custom Field 3: Orri Owners

Event Description	Event Date	Details
Mailbook Generated	09-07-2018 01:59 PM	[WALZ] - Firm Mailing Book 150590 generated by zinacrum
USPS® Certified Mail	09-07-2018 05:10 PM	[USPS] - PRESHIPMENT INFO SENT USPS AWAITS ITEM at TEMECULA, CA
USPS® Certified Mail	09-07-2018 10:50 PM	[USPS] - PROCESSED THROUGH USPS FACILITY at ALBUQUERQUE, NM
USPS® Certified Mail	09-08-2018 06:04 AM	[USPS] - DEPART USPS FACILITY at ALBUQUERQUE, NM
USPS® Certified Mail	09-08-2018 06:40 PM	[USPS] - PROCESSED THROUGH USPS FACILITY at DENVER, CO
USPS® Certified Mail	09-09-2018 12:38 AM	[USPS] - PROCESSED THROUGH USPS FACILITY at DENVER, CO
USPS® Certified Mail	09-09-2018 05:32 AM	[USPS] - DEPART USPS FACILITY at DENVER,CO
USPS® Certified Mail	09-10-2018 11:37 AM	[USPS] - AVAILABLE FOR PICKUP at DENVER, CO
USPS® Certified Mail	09-15-2018 03:19 AM	[USPS] - REMINDER TO SCHEDULE REDELIVERY at DENVER, CO
USPS® Certified Mail	09-24-2018 05:39 PM	[USPS] - PROCESSED THROUGH USPS FACILITY at COLORADO SPRINGS,CO
USPS® Certified Mail	09-24-2018 08:04 PM	[USPS] - DEPART USPS FACILITY at COLORADO SPRINGS,CO
USPS® Certified Mail	09-25-2018 04:30 AM	[USPS] - PACKAGE RETURN NOTICE GENERATED at DENVER, CO
USPS® Certified Mail	09-27-2018 06:35 PM	[USPS] - PROCESSED THROUGH USPS FACILITY at DENVER, CO

Recipient:

Jan C. Ice P.O. Box 7366 Covington, WA 98042

Sender:

Zina Crum Modrall Sperling 500 4th Street NW Suite 1000

Albuquerque, NM 87102

Transaction created by: zinacrum

User ID: 20112

Firm Mailing Book ID: 150590

Batch ID: 144354

Certified Mail Article Number: Return Receipt Article Number: 9336069904300050532391

Service Options: Restricted Delivery

Return Receipt - Electronic

 Mail Service:
 Certified

 Reference #:
 83420-0039

 Postage:
 \$1.21

 Fees:
 \$10.05

Status: To be Returned
Custom Field 1: 83420-0039
Custom Field 2: Javelina
Custom Field 3: Orri Owners

Event Description	<b>Event Date</b>	Details
Mailbook Generated	09-07-2018 01:59 PM	[WALZ] - Firm Mailing Book 150590 generated by zinacrum
USPS® Certified Mail	09-07-2018 05:10 PM	[USPS] - PRESHIPMENT INFO SENT USPS AWAITS ITEM at TEMECULA, CA
USPS® Certified Mail	09-07-2018 10:50 PM	[USPS] - PROCESSED THROUGH USPS FACILITY at ALBUQUERQUE, NM
USPS® Certified Mail	09-08-2018 06:04 AM	[USPS] - DEPART USPS FACILITY at ALBUQUERQUE,NM
USPS® Certified Mail	09-09-2018 01:52 PM	[USPS] - PROCESSED THROUGH USPS FACILITY at SEATTLE, WA
USPS® Certified Mail	09-09-2018 08:58 PM	[USPS] - PROCESSED THROUGH USPS FACILITY at KENT, WA
USPS® Certified Mail	09-10-2018 04:09 AM	[USPS] - ARRIVAL AT UNIT at KENT, WA
USPS® Certified Mail	09-10-2018 08:11 AM	[USPS] - SORTINGPROCESSING COMPLETE at KENT, WA
USPS® Certified Mail	09-10-2018 08:30 AM	[USPS] - AVAILABLE FOR PICKUP at KENT, WA
USPS® Certified Mail	09-15-2018 04:29 AM	[USPS] - REMINDER TO SCHEDULE REDELIVERY at KENT, WA
USPS® Certified Mail	09-25-2018 04:48 AM	[USPS] - PACKAGE RETURN NOTICE GENERATED at KENT, WA

Recipient:

Georgia Bass

2855 Westminster Plaza Drive, #4409

Houston, TX 77082

Sender:

Zina Crum Modrall Sperling 500 4th Street NW Suite 1000

Albuquerque, NM 87102

Transaction created by: zinacrum

User ID: 20112

Firm Mailing Book ID: 150590

Batch ID: 144354

Certified Mail Article Number: Return Receipt Article Number: 9336069904300050532377

Service Options: Restricted Delivery

Return Receipt - Electronic

Mail Service: Certified Reference #: 83420-0039 Postage: \$1.21 Fees: \$10.05 Status: Undelivered

Custom Field 1: 83420-0039 Custom Field 2: Javelina Custom Field 3: Orri Owners

### **Transaction History**

**Event Description** Mailbook Generated USPS® Certified Mail USPS® Certified Mail

09-07-2018 05:10 PM 09-07-2018 10:50 PM USPS® Certified Mail 09-08-2018 06:04 AM USPS® Certified Mail 09-09-2018 01:04 PM

**Event Date** 

09-07-2018 01:59 PM

**Details** 

[WALZ] - Firm Mailing Book 150590 generated by zinacrum

[USPS] - PRESHIPMENT INFO SENT USPS AWAITS ITEM at TEMECULA, CA

[USPS] - PROCESSED THROUGH USPS FACILITY at ALBUQUERQUE,NM

[USPS] - DEPART USPS FACILITY at ALBUQUERQUE, NM

[USPS] - PROCESSED THROUGH USPS FACILITY at NORTH HOUSTON, TX

Recipient:

George Karabatsos 2220 Bering Drive, #30 Houston, TX 77057

Sender:

Zina Crum Modrall Sperling 500 4th Street NW Suite 1000

Albuquerque, NM 87102

Transaction created by: zinacrum

User ID: 20112

Firm Mailing Book ID: 150590

Batch ID: 144354

Certified Mail Article Number: Return Receipt Article Number: 9336069904300050532360

Service Options:

Restricted Delivery

Return Receipt - Electronic

Mail Service: Reference #: Postage: Certified 83420-0039 \$1.21 \$10.05

Status: Custom Field 1: Custom Field 2: Custom Field 3:

Fees:

To be Returned 83420-0039 Javelina Orri Owners

### **Transaction History**

### **Event Description**

### Mailbook Generated USPS® Certified Mail USPS® Certified Mail

### ent Date

Event Date
09-07-2018 01:59 PM
09-07-2018 05:10 PM
09-07-2018 10:50 PM
09-08-2018 06:04 AM
09-09-2018 01:04 PM
09-10-2018 01:42 AM
09-11-2018 06:11 PM
09-11-2018 06:16 PM
09-16-2018 01:41 PM

### **Details**

[WALZ] - Firm Mailing Book 150590 generated by zinacrum

[USPS] - PRESHIPMENT INFO SENT USPS AWAITS ITEM at TEMECULA, CA

[USPS] - PROCESSED THROUGH USPS FACILITY at ALBUQUERQUE,NM

[USPS] - DEPART USPS FACILITY at ALBUQUERQUE, NM

[USPS] - PROCESSED THROUGH USPS FACILITY at NORTH HOUSTON, TX

[USPS] - PROCESSED THROUGH USPS FACILITY at NORTH HOUSTON, TX

[USPS] - NO AUTHORIZED RECIPIENT AVAILABLE at HOUSTON,TX

[USPS] - UNABLE TO DELIVER PROBLEM WITH ADDRESS at HOUSTON,TX [USPS] - PROCESSED THROUGH USPS FACILITY at NORTH HOUSTON,TX

Recipient:

Figure 4 Investment Trust 11010 Crestmore Houston, TX 77096

Sender:

Zina Crum Modrall Sperling 500 4th Street NW Suite 1000

Albuquerque, NM 87102

Transaction created by: zinacrum

User ID: 20112

Firm Mailing Book ID: 150590

Batch ID: 144354

Certified Mail Article Number: Return Receipt Article Number: 9336069904300050532346

Service Options:

Restricted Delivery

Return Receipt - Electronic

Mail Service: Reference #: Postage: Fees:

83420-0039 \$1.21 \$10.05

Certified

To be Returned Status: Custom Field 1: 83420-0039 Custom Field 2: Javelina Custom Field 3: Orri Owners

### **Transaction History**

### **Event Description** Mailbook Generated USPS® Certified Mail USPS® Certified Mail

**Event Date** 09-07-2018 01:59 PM 09-07-2018 05:10 PM 09-07-2018 10:50 PM 09-08-2018 06:04 AM 09-09-2018 01:04 PM 09-10-2018 01:23 PM 09-20-2018 09:51 PM 09-20-2018 10:13 PM 09-22-2018 01:48 PM 09-24-2018 01:15 AM 09-24-2018 05:41 AM

### Details

[WALZ] - Firm Mailing Book 150590 generated by zinacrum [USPS] - PRESHIPMENT INFO SENT USPS AWAITS ITEM at TEMECULA, CA [USPS] - PROCESSED THROUGH USPS FACILITY at ALBUQUERQUE, NM [USPS] - DEPART USPS FACILITY at ALBUQUERQUE, NM [USPS] - PROCESSED THROUGH USPS FACILITY at NORTH HOUSTON, TX [USPS] - UNABLE TO DELIVER PROBLEM WITH ADDRESS at HOUSTON, TX [USPS] - PROCESSED THROUGH USPS FACILITY at NORTH HOUSTON, TX [USPS] - PROCESSED THROUGH USPS FACILITY at NORTH HOUSTON, TX [USPS] - PROCESSED THROUGH USPS FACILITY at ALBUQUERQUE.NM [USPS] - PROCESSED THROUGH USPS FACILITY at ALBUQUERQUE, NM [USPS] - ARRIVAL AT UNIT at ALBUQUERQUE,NM

Recipient:

Charles W. Peck

9725 E. Hampden Ave, #310

Denver, CO 80231

Sender:

Zina Crum Modrall Sperling 500 4th Street NW

Suite 1000

Albuquerque, NM 87102

Transaction created by: zinacrum

User ID: 20112

Firm Mailing Book ID: 150590

Batch ID: 144354

Certified Mail Article Number: Return Receipt Article Number: 9336069904300050532261

Service Options:

Restricted Delivery

Return Receipt - Electronic Certified

Mail Service: Reference #: Postage: Fees:

Status: Custom Field 1: Custom Field 2: Custom Field 3: To be Returned 83420-0039 Javelina

Orri Owners

83420-0039

\$1.21

\$10.05

<b>Event Description</b>	<b>Event Date</b>	Details
Mailbook Generated	09-07-2018 01:59 PM	[WALZ] - Firm Mailing Book 150590 generated by zinacrum
USPS® Certified Mail	09-07-2018 05:10 PM	[USPS] - PRESHIPMENT INFO SENT USPS AWAITS ITEM at TEMECULA, CA
USPS® Certified Mail	09-11-2018 08:58 AM	[USPS] - PROCESSED THROUGH USPS FACILITY at DENVER, CO
USPS® Certified Mail	09-11-2018 10:46 AM	[USPS] - DEPART USPS FACILITY at DENVER,CO
USPS® Certified Mail	09-13-2018 11:00 AM	[USPS] - BUSINESS CLOSED at DENVER,CO
USPS® Certified Mail	09-21-2018 02:28 PM	[USPS] - UNCLAIMEDBEING RETURNED TO SENDER at DENVER, CO
USPS® Certified Mail	09-22-2018 12:25 PM	[USPS] - UNCLAIMEDBEING RETURNED TO SENDER at DENVER, CO
USPS® Certified Mail	09-29-2018 06:09 PM	[USPS] - PROCESSED THROUGH USPS FACILITY at COLORADO SPRINGS,CO

Bascom Mitchell Family Partnership, LP

1 Live Oak Drive Midland, TX 79705

Sender:

Zina Crum Modrall Sperling 500 4th Street NW Suite 1000

Albuquerque, NM 87102

Transaction created by: zinacrum

User ID: 20112

Firm Mailing Book ID: 150590

Batch ID: 144354

Certified Mail Article Number: Return Receipt Article Number: 9336069904300050532193

Service Options:

Restricted Delivery Return Receipt - Electronic

Mail Service: Certified Reference #: 83420-0039 Postage: \$1.21 Fees: \$10.05

Status: To be Returned Custom Field 1: 83420-0039 Custom Field 2: Javelina Custom Field 3: Orri Owners

### **Transaction History**

<b>Event Description</b>	<b>Event Date</b>	Details
Mailbook Generated	09-07-2018 01:59 PM	[WALZ] - Firm Mailing Book 1505
USPS® Certified Mail	09-07-2018 05:10 PM	[USPS] - PRESHIPMENT INFO S
USPS® Certified Mail	09-07-2018 10:50 PM	[USPS] - PROCESSED THROUGH
USPS® Certified Mail	09-08-2018 06:04 AM	[USPS] - DEPART USPS FACILI
USPS® Certified Mail	09-09-2018 07:30 PM	[USPS] - PROCESSED THROUGH
USPS® Certified Mail	09-09-2018 10:18 PM	[USPS] - PROCESSED THROUG
USPS® Certified Mail	09-10-2018 05:14 AM	[USPS] - DEPART USPS FACILI
USPS® Certified Mail	09-10-2018 08:00 AM	[USPS] - UNABLE TO DELIVER
USPS® Certified Mail	09-10-2018 11:49 AM	[USPS] - MOVED, LEFT NO ADD
USPS® Certified Mail	09-12-2018 03:03 PM	[USPS] - PROCESSED THROUG
USPS® Certified Mail	09-12-2018 09:01 PM	[USPS] - DEPART USPS FACILI
USPS® Certified Mail	09-13-2018 08:28 PM	[USPS] - PROCESSED THROUGH
USPS® Certified Mail	09-14-2018 07:47 PM	[USPS] - PROCESSED THROUG
USPS® Certified Mail	09-15-2018 12:53 AM	[USPS] - PROCESSED THROUG
USPS® Certified Mail	09-18-2018 11:22 AM	[USPS] - FORWARDED at MIDLA
USPS® Certified Mail	09-18-2018 11:22 AM	[USPS] - MOVED, LEFT NO ADD
USPS® Certified Mail	09-20-2018 03:24 PM	[USPS] - PROCESSED THROUG
USPS® Certified Mail	09-22-2018 01:48 PM	[USPS] - PROCESSED THROUG
USPS® Certified Mail	09-24-2018 01:17 AM	[USPS] - PROCESSED THROUG

590 generated by zinacrum

SENT USPS AWAITS ITEM at TEMECULA, CA JGH USPS FACILITY at ALBUQUERQUE, NM

.ITY at ALBUQUERQUE.NM

JGH USPS FACILITY at MIDLAND, TX

JGH USPS FACILITY at MIDLAND, TX

ITY at MIDLAND, TX

R PROBLEM WITH ADDRESS at MIDLAND, TX

DRESS at MIDLAND, TX

IGH USPS FACILITY at OKLAHOMA CITY, OK

ITY at OKLAHOMA CITY, OK

IGH USPS FACILITY at OKLAHOMA CITY, OK

IGH USPS FACILITY at MIDLAND, TX IGH USPS FACILITY at MIDLAND, TX

AND,TX

DRESS at MIDLAND, TX

IGH USPS FACILITY at OKLAHOMA CITY, OK IGH USPS FACILITY at ALBUQUERQUE, NM IGH USPS FACILITY at ALBUQUERQUE, NM

### CURRENT-ARGUS

### AFFIDAVIT OF PUBLICATION

Ad No. 0001261096

MODRALL SPERLING PO BOX 2168

ALBUQUERQUE NM 87103

I, a legal clerk of the Carlsbad Current-Argus, a newspaper published daily at the City of Carlsbad, in said county of Eddy, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements may be published; that the printed notice attached hereto was published in the regular and entire edition of said newspaper and not in supplement thereof on the date as follows, to wit:

09/11/18

Subscribed and sworn before me this 11th of September 2018.

State of WI, County of Brown NOTARY PUBLIC

My Commission Expires

CASE No. 16436: Notice to all affected parties, as devisees of Catherine Madeline Grace, C/O S Operating LLC; Concho Oil & Gas LLC; Devon Company LP; James Robert Dougherty, III Trust Dougherty; Kevin Francis Dougherty; Mabee-Fly Margaret Olson Trust; Mary Patricia Dougher Schroeder, Jr.; Randy Prude; TEK Properties, Ltd Titus Oil & Gas, LLC; Bureau of Land Managemer Land Office; Oxy USA Inc.; XTO Energy Inc.; C Trustee of the Bypass Trust UWO Scott Evans Sorensen; David Scott Morgan, Trustee of the Mo DTD 4/1/2008; D-M Corporation; Elizabeth Jane I Elizabeth Jane Kay Family Trust; Figure 4 Invest Nix; George Karabatsos; Georgia Bass; Innerarity C. Ice; Joe N. Gifford; John Geoffrey Giles; JP Oppermann; LaNell Joy Honeyman, Individually C & Dawson, PC; LaNell Joy Honeyman, Trustee Honeyman Trust; Leslie Robert Honeyman Thustee: I inda Kay Neighbors: M Honeymanm Trustee; Linda Kay Neighbors; M. Oklahoma General Partnership; MAP Holdings, a Partnership; Marathon Oil Company; Mary Jane S R. Hannafin; Mona M. Stewart Florence; Morris I McMurtie; Nestegg Energy Corporation; Nue Partnership; Patricia K. Lorenz; Patterson Petrole Robert Edward Eckels, Jr., L.L.C.; Rolla R. Hinkle, Royalty, LLC; Shawn P. Hannifin, Estate of; Sout The EMG Revocable Trust; The F. Andrew Groc Wilbur D. and Afton H. Wilson Revocable Trust; W Fargo Bank, N.A., Trustee of the John Saleh Ch Western Interior Energy, Inc. f/b/o WJT III SEP-IR of Chevron U.S.A. Inc.'s application for Approva and Surface Commingling, Eddy County New Mex Mexico, through its Oil Conservation Division, hereby the Division will conduct a public hearing at 8:15 a. 2018 to consider this application. Applicant seeks a Division: for approval of its Javelina Unit consisting 5,119.76 acres of state and federal lands situated in a 9, 10, 11, 12, 15 and 16 of Township 24 South, Range Eddy County, New Mexico. The unitized interval inclu in any and all formations of the unitized land from the Spring formation defined as the stratigraphic equiva the Bone Spring Lime, as seen at 8,400 feet beneath certain Schlumberger Gamma Ray and Dual Latero November 13, 1980, in the Sotol Federal 1 (API # 30-0 in Section 12, Township 24 South, Range 31 East, Eq Mexico, to the center of the earth. In addition, Applic to surface commingle production from the Bone Spr

formations underlying the unit.



### Type Log for Proposed Javelina Unit

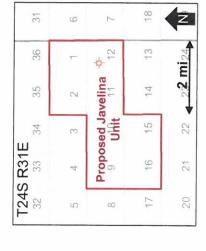
→ Sotol Federal 1
30015234590000

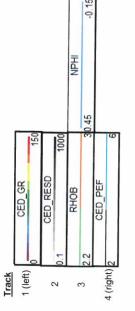
30015234590000 KB Elevation: 3,558'

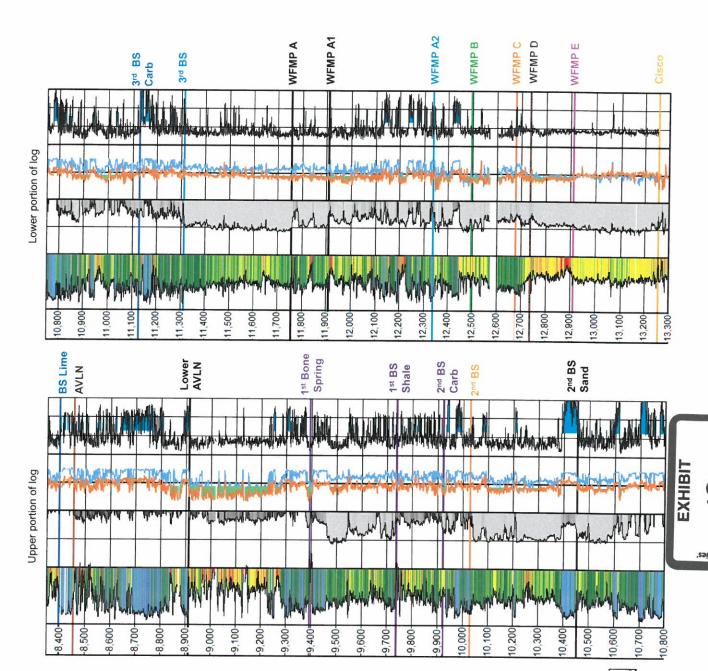
Avalon: 8,456' 2<sup>nd</sup> Bone Spring: 10,030' Wolfcamp A: 11,755'

Wolfcamp A: 11,755' Wolfcamp A2: 12,337'









### Top Avalon Structure Map

Dipping to the east consistently at ~1 degree, no structural barriers are present that could impact production. Cross-Section lines show locations of Exhibit 13 and 14 cross-sections.

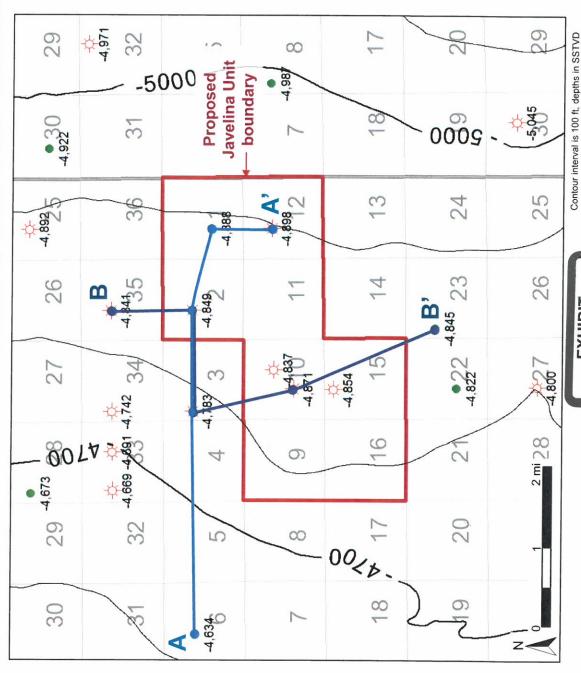
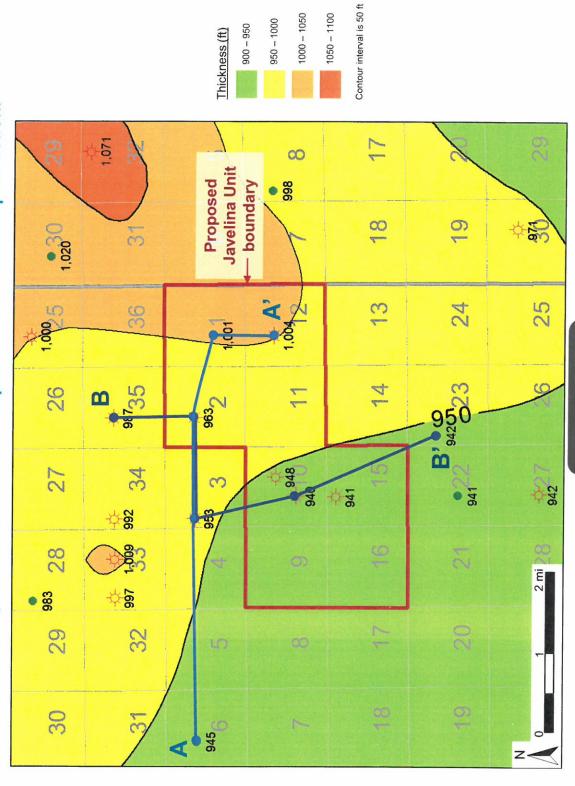


EXHIBIT (

# Avalon Shale to First Bone Spring Gross Thickness Map

Thickness does not vary significantly or abnormally across the proposed unit. There are no stratigraphic changes that would lead to expected differences in production.

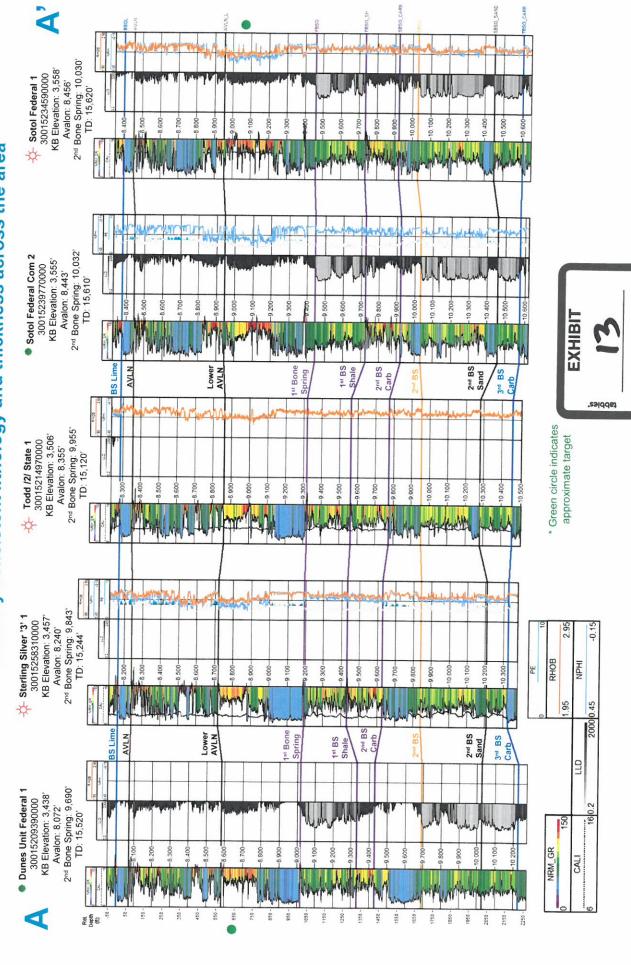


1050 - 1100



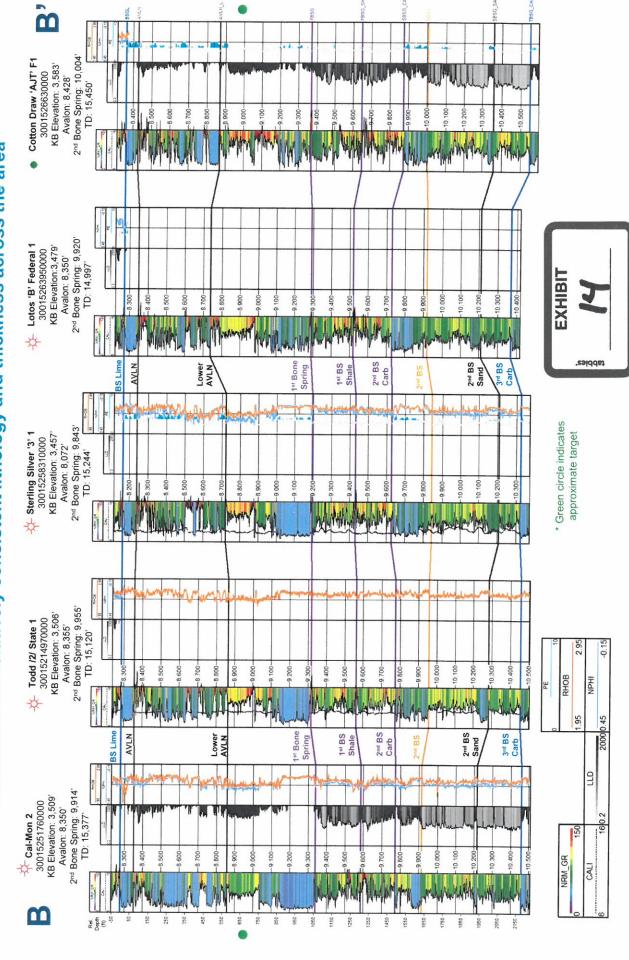
# Bone Spring at Javelina: W-E Cross-section

Formation has relatively consistent lithology and thickness across the area



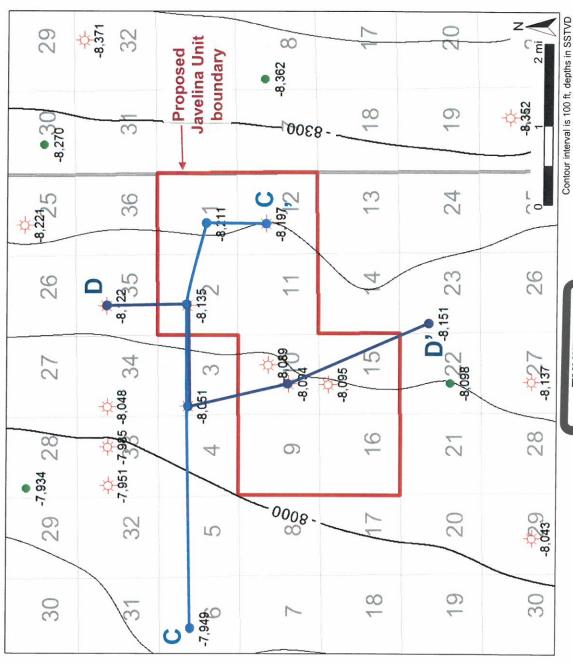
# Bone Spring at Javelina: N-S Cross-section

Formation has relatively consistent lithology and thickness across the area



### Top Wolfcamp Structure Map

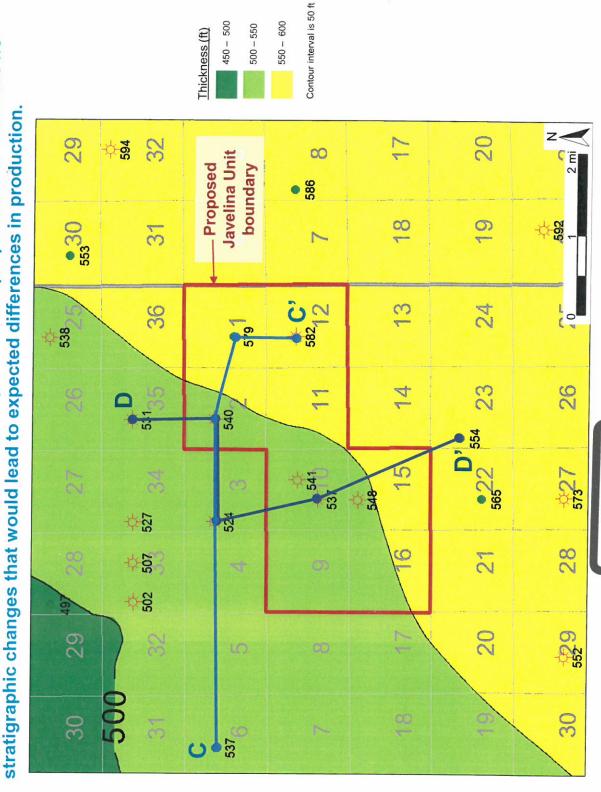
Dipping to the east consistently at ~1 degree, no structural barriers are present that could impact production. Cross-Section lines show locations of Exhibit 18 and 19 cross-sections.





## Wolfcamp A to A2 Gross Thickness Map

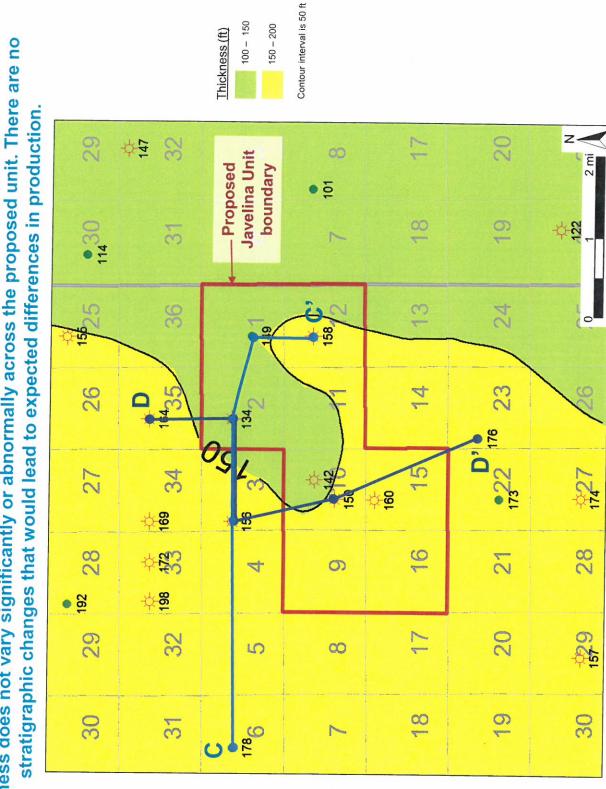
Thickness does not vary significantly or abnormally across the proposed unit. There are no





## Wolfcamp A2 to B Gross Thickness Map

Thickness does not vary significantly or abnormally across the proposed unit. There are no

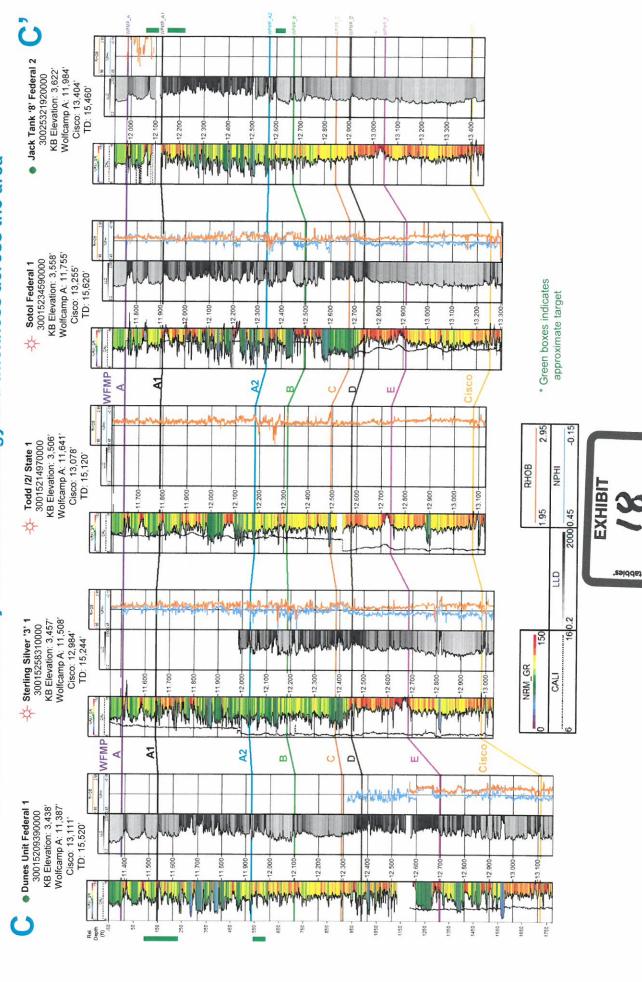


150 - 200



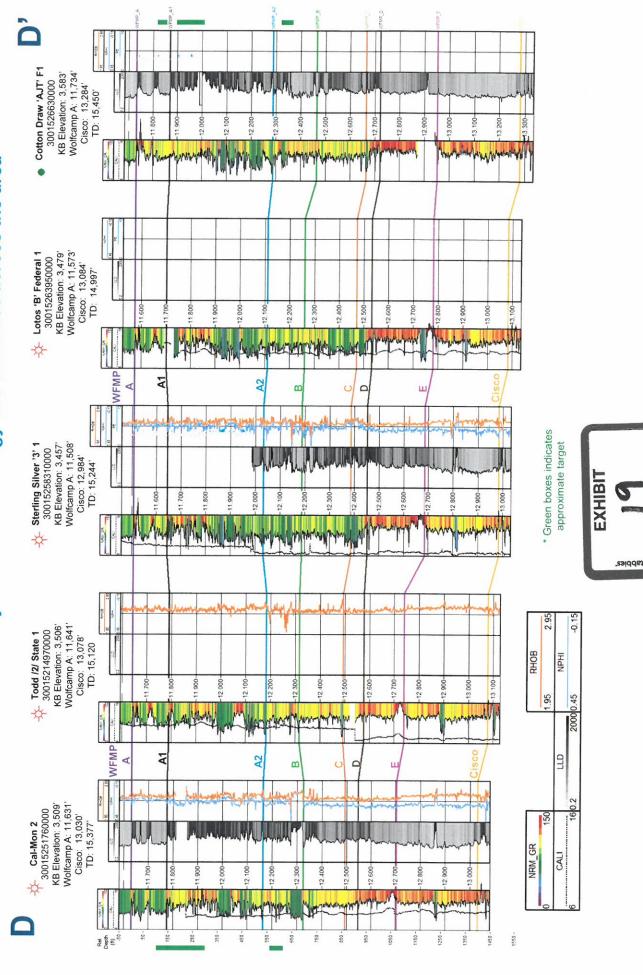
## Wolfcamp at Javelina: W-E Cross-section

Formation has relatively consistent lithology and thickness across the area



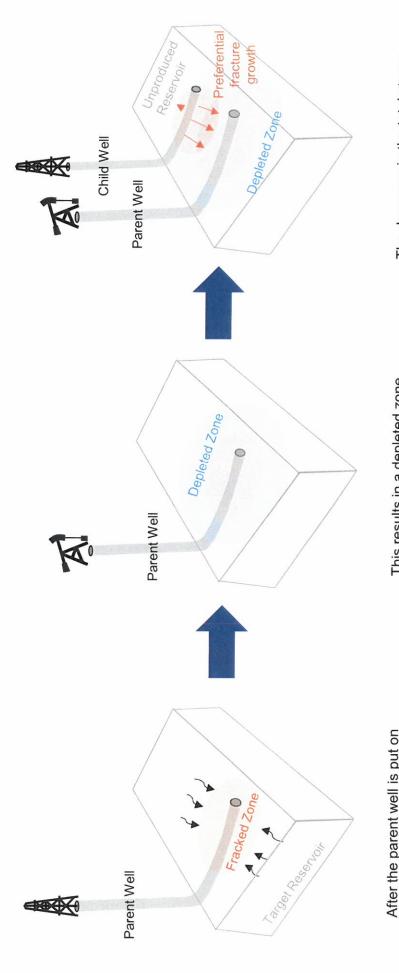
## Wolfcamp at Javelina: N-S Cross-section

Formation has relatively consistent lithology and thickness across the area



### Minimizing Waste

Zipper frac optimizes recovery performance by minimizing the parent-child relationships



This results in a depleted zone that has a lower total stress, but a higher effective stress

production hydrocarbons flow from areas of higher pressure

to the lower pressure area

around the well bore.

The decrease in the total stress causes the child well fracture network to grow towards the parent well where the reservoir is depleted. The increases in effective stress makes the creation of a complex fracture network difficult.

For more information see:

Manchanda, R., Bhardwaj, P., Hwang, J., & Sharma, M. M. (2018, January 23). Parent-Child Fracture Interference: Explanation and Mitigation of Child Well Underperformance. Society of Petroleum Engineers. doi:10.2118/189849-MS



### Summary of Points Javelina Unit geology is consistent

- Reservoir intervals are of consistent quality and thickness throughout the proposed Javelina Unit.
- Production is expected to be roughly consistent across the unitized area.
- Unitization will allow for the most efficient development of the area through the use of pad drilling, long laterals, zipper fracs, and minimal surface disturbance.
- Unitization will protect correlative rights and prevent waste.

