Maximum of 2 Record Title Owners

Each Assignment goes through a review process

Lease Assignment Coversheet

Transfer is not approved until signed by CPL
Lease Assignment Information Coversheet

The Commissioner of Public Lands may reject any assignment for a lease that is not in good standing or for other reasons pursuant to New Mexico State Land Office rules. See 19.3.106.41 NMAC. Approval of an assignment depends upon the New Mexico State Land Office. Attach additional sheets if necessary.

Only one copy of this coversheet is needed for each lease.

PART 1: TO BE COMPLETED BY ASSIGNOR

☐ Full Assignment  ☐ Partial Assignment

Review and complete the following for each lease to be assigned:

Lease number (and any assignment): E0-2863-4

Land description (Township, Range, Section, Quarter/Quarter): 01S, 01E, Section 1, Unit A, B, K, L

SPILLS

Number of open spills reported to New Mexico Oil Conservation Division (OCD): 0

For any open spills, list RP number(s): N/A

Number of spills on lease (if any) not reported to OCD: N/A

Please provide a description of each unreported spill with as much information as available (date or time frame of spill, nature and volume of spill, location of spill, and any action taken to address spill), and any associated API/facility:

ROENT and RENTAL PAYMENTS

Is Assignor current on royalty payments, yes or no? N/A

If no, how much is owed? N/A; When will this amount be paid? N/A

Are rental payments current, yes or no? Yes

What is the annual rental payment on the lease? Unknown

BONDING

Is Assignor currently bonded with the State Land Office, yes or no? No

If Yes, amount of bond(s) and name of surety: N/A

Is Assignor requesting the release of the bond, yes or no: No

COMPLIANCE

Has Assignor received or been the subject of any Notices of Violation, warning letters, compliance orders, lawsuits, or administrative proceedings, or entered into any settlement agreements, from/with OCD or SLO with respect to the lease at any point in time?

☐ No

If Yes, describe (by reference to date, nature of action, etc.):

N/A

INACTIVE WELLS

If Yes, number of total wells under Assignor’s operation(s): N/A

Number of inactive wells under Assignor’s operation(s): N/A

Number of inactive wells on the lease (inactive per OCD rule 19.15.25.8 NMAC): Unknown

For each well on the lease, identify (1) its API and (2) its operator of record with OCD:

Unknown

OIL & GAS-RELATED INFRASTRUCTURE

Please detail all infrastructure on the lease (e.g. batteries, pits compressors, etc.):

Unknown

PART 2: TO BE COMPLETED BY ASSESSEE

(May be completed on a separate form)

BUSINESS STATUS

If a corporate entity, is Assessee authorized by the New Mexico Secretary of State to do business in the State of New Mexico, yes or no? Yes

ROYALTY PAYMENTS

Is Assignee current on any royalty payments due to the State Land Office, yes or no? Yes
Lease Assignment Coversheet Examples - Bad Example

BONDING
Is Assignor currently bonded with the State Land Office, yes or no: Yes
If Yes, amount of bond(s) and name of surety: $25,000 Mega Bond

COMPLIANCE
Has Assignor received or been the subject of any Notices of Violation, warning letters, compliance orders, lawsuits, or administrative proceedings, or entered into any settlement agreements, from with OCD or SLO within the past five years, yes or no? No
If Yes, describe (by reference to date, nature of action, etc.): 

Is Assignee an operator of record of wells in New Mexico, on file with OCD, yes or no? Yes

EXTENSIONS
I have reviewed any applicable extensions to this lease and understand I must request a new extension, if applicable, to the assignment and am submitting one herewith. (Initial Here) 

INACTIVE WELLS
If Yes, number of total wells under Assignor’s operatorship: 1550
Number of inactive wells under Assignor’s operatorship: 8
Number of inactive wells on the lease (inactive per OCD rule 19.15.25.8 NMAC): 0

For each well on the lease, identify (1) its API and (2) its operator of record with OCD:

If any well(s) on the lease are operated by a party other than Assignee - what business relationship, if any, does Assignee have with such well operator(s):

For each inactive well on the lease, detail plans to bring each well into production or plug and abandon:

OIL & GAS-RELATED INFRASTRUCTURE
Is Assignee assuming liability for any and all infrastructure on the lease (including pits, ponds, compressors, tank batteries, etc.), yes or no? Yes
Acknowledgment: Assignee shall be liable for all infrastructure on a lease that is assigned to Assignee, regardless of whether the infrastructure is listed herein. Initial 

SPILLS
Has Assignee reviewed the spill information contained in Part I, yes or no? Yes
Has Assignee performed separate due diligence as to spills on the lease, yes or no? No
Acknowledgment: The State Land Office makes no representations as to any spills and/or releases currently on the lease by approving the assignment. The Assignee assumes all liability for any spills, releases, and reclamation of the lease. Initial 

CULTURAL PROPERTIES
Assignee has reviewed and agrees to comply with the State Land Office’s Cultural Properties Protection Rule (19.2.24 NMAC), yes or no? Yes

Submitting incomplete and/or inaccurate coversheets may result in the rejection or delay of any assignment(s) submitted to the Land Office, along with any other remedy available to the Land Office.

I hereby affirm and attest, under penalty of perjury, that (Assignor Company/Representative) has performed reasonable due diligence concerning the lease(s) to be assigned, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Signature
Lease Assignment Coversheet Examples - Bad Example

Bugs Bunny
Name (Print or Type)
Attorney in Fact
Title
BugsBunny@ABCoil&GasLLC.com
Email

I hereby affirm and attest, under penalty of perjury, that
(Assignee Company / Representative) has performed reasonable due diligence concerning the leases to
be assigned, and that the foregoing statements are true and correct to the best of my knowledge and
belief.

Donald Duck
Signature
Donald Duck
Name (Print or Type)
XYZ Production, Inc.
Title
DonaldDuck@XYZProduction.com
Email

ABC Oil and Gas, LLC
Assignee Company Name
7/17/2024
Date

XYZ Production, Inc.
Assignee Company Name
7/7/2024
Date
Lease Assignment Coversheet

The Commissioner of Public Lands may reject any assignment for a lease that is not in good standing or for other reasons pursuant to New Mexico State Land Office rules. See 19.2.160.41 NMAC. Approval of an assignment does not guarantee that a lease is in good standing with the New Mexico State Land Office. Attach additional sheets if necessary.

Only one copy of this coversheet is needed for each lease.

PART 1: TO BE COMPLETED BY ASSIGNOR

☐ Full Assignment  □ Partial Assignment

Review and complete the following for each lease to be assigned:

Lease number (and any assignment): E0-2860-4

Land description (Township, Range, Section, Quarter/Quarter): 51S, 01E, Section 1, NW4SW4, S2, Lots 1-3

SPILLS

Number of open spills reported to New Mexico Oil Conservation Division (OCD): 0

For any open spills, list RF number(s): N/A

Number of spills on case (if any) not reported to OCD: N/A

Please provide a description of each unreported spill with as much information as available (date or time frame of spill, location of spill, and any action taken to address spill), and any associated API/facility: N/A

ROYALTY and RENTAL PAYMENTS

Is Assignor current on royalty payments, yes or no? Yes

If no, how much is owed? N/A

When will this amount be paid? N/A

Are rental payments current, yes or no? Yes

What is the annual rental payment on the lease? $140.00

BONDING

Is Assignor currently bonded with the State Land Office, yes or no? Yes

If Yes, amount of bond(s) and name of surety: $25,000 Mega Bond, US Specialty Insurance Company

Is Assignee requesting the release of the bond, yes or no? No

PART 2: TO BE COMPLETED BY ASSIGNEE

(COMPLIANCE)

Has Assignee received or been the subject of any Notices of Violation, warning letters, compliance orders, lawsuits, or administrative proceedings, or entered into any settlement agreements, from/or with OCD or SLO with respect to the lease at any point in time? No

If Yes, describe (by reference to date, nature of action, etc.): N/A

INACTIVE WELLS

If Yes, number of total wells under Assignee’s operatorship: 3

Number of inactive wells under Assignee’s operatorship: 0

Number of inactive wells on the lease (inactive per OCD rule 19.15.25.8 NMAC): 0

For each well on the lease, identify (1) its API and (2) its operator of record with OCD:

Carrots #001 - 30-005-01234

Cotton Tail #003 - 30-005-12345

Hopper #002 - 30-005-23456

If any well(s) on the lease are operated by a party other than Assignor - what business relationship, if any, does Assignor have with the well operator(s)? N/A

OIL & GAS-RELATED INFRASTRUCTURE

Please detail all infrastructure on the lease (e.g. batteries, pits, compressors, etc.): Unknown

BUSINESS STATUS

If a corporate entity, is Assignee authorized by the New Mexico Secretary of State to do business in the State of New Mexico, yes or no? Yes

ROYALTY PAYMENTS

Is Assignee current on any royalty payments due to the State Land Office, yes or no? Yes
If no, how much is owed? ___________________________ When will that amount be paid? ___________________________

BONDING
Is Assignee currently bonded with the State Land Office, yes or no? Yes
If Yes, amount of bond(s) and name of surety: $25,000 Mega Bond. RLI Insurance Company

COMPLIANCE
Has Assignee received or been the subject of any Notices of Violation, warning letters, compliance orders, lawsuits, or administrative proceedings, or entered into any settlement agreements, from/with OCD or SLO within the past five years, yes or no? No
If Yes, describe: ___________________________

Is Assignee an operator of record of wells in New Mexico, on file with OCD, yes or no? Yes

EXTENSIONS
I have reviewed any applicable extensions to this lease and understand I must request a new extension, if applicable, to the assignment and am submitting one herewith. (Initial Here) __________

INACTIVE WELLS
If Yes, number of total wells under Assignee’s ownership: 0
Number of inactive wells under Assignee’s ownership: 0
Number of inactive wells on the lease (inactive per OCD rule 19.25.25.8 NMAC): 0
For each well on the lease, identify (1) its API and (2) its operator of record with OCD:_____________ __________

If any well(s) on the lease are operated by a party other than Assignee - what business relationship, if any, does Assignee have with each such well operator(s):______________________________

For each inactive well on the lease, detail plans to bring each the well into production or plug and abandon: ___________________________

OIL & GAS-RELATED INFRASTRUCTURE
Is Assignee assuming liability for any and all infrastructure on the lease (including pits, ponds, compressors, tank batteries etc), yes or no? Yes
Acknowledgment: Assignee shall be liable for all infrastructure on a lease that is assigned to Assignee, regardless of whether the infrastructure is listed herein. Initial __________

SPILLS
Has Assignee reviewed the spill information contained in Part 1, yes or no? Yes
Has Assignee performed separate due diligence as to spills on the lease, yes or no? Yes
Acknowledgment: The State Land Office makes no representations as to any spills and releases currently on the lease by approving the assignment. The Assignee assumes all liability for any spills, releases, and reclamation of the lease. Initial __________

CULTURAL PROPERTIES
Assignee has reviewed and agrees to comply with the State Land Office’s Cultural Properties Protection Rule (19.2.24 NMAC), yes or no? Yes

Submitting incomplete and/or inaccurate coversheets may result in the rejection or delay of any assignments(s) submitted to the Land Office, along with any other remedy available to the Land Office.

I hereby affirm and attest, under penalty of perjury, that NBC Oil and Gas, LLC
(Assigner Company / Representative) has performed reasonable due diligence concerning the lease(s) to be assigned, and that the foregoing statements are true and correct to the best of my knowledge and belief.

[Signature]

Page 4 of 5
Lease Assignment Coversheet Examples - Good Example

Bugs Bunny
Name (Print or Type)
Attorney in Fact
Title
BugsBunny@ABCoil&gasllc.com
Email

I hereby affirm and attest, under penalty of perjury, that
(Assignor Company / Representative) has performed reasonable due diligence concerning the leases to
be assigned, and that the foregoing statements are true and correct to the best of my knowledge and
belief.

Donald Duck
Signature
Donald Duck
Name (Print or Type)
XYZ Production, Inc.
Title
DonaldDuck@XYZProduction.com
Email

ABC Oil and Gas, LLC
Assignor Company Name
7/17/2024
Date

XYZ Production, Inc.
Assignee Company Name
7/20/2024
Date
| Record Title Assignment Examples - Bad Example |

**New Mexico State Land Office**

**Record Title Assignment of Oil and Gas Lease**

<table>
<thead>
<tr>
<th>From Lease Number</th>
<th>To Lease Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>EO-2863-4</td>
<td></td>
</tr>
</tbody>
</table>

**FOR VALUE RECEIVED,** ABC Oil and Gas, LLC 

**Assignor Name (include type of business entity):** XYZ Production, Inc.

**Assignor:** Bad Example

<table>
<thead>
<tr>
<th>Assignor Name (include type of business entity)</th>
<th>Company Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>XYZ Production, Inc.</td>
<td>ABC Oil and Gas, LLC</td>
</tr>
</tbody>
</table>

**Assignee:** Bad Example

<table>
<thead>
<tr>
<th>Assignee</th>
<th>Company Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bad Example</td>
<td>Bad Example</td>
</tr>
</tbody>
</table>

**Address:** 123 Bandelier Street, Santa Fe, NM 87507

**Description:** The Assignee is the assignee of the oil and gas lease, while the Assignor is the assignor of the same.

**Lease Details:**

<table>
<thead>
<tr>
<th>Leased Acreage</th>
<th>Partial Acreage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Acreage</td>
<td>Partial Acreage</td>
</tr>
</tbody>
</table>

**Acknowledgment:**

<table>
<thead>
<tr>
<th>State of Texas</th>
<th>State of New Mexico</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dallas</td>
<td>Santa Fe</td>
</tr>
</tbody>
</table>

**Title:** This Assignment was acknowledged before me this day of July, 2024, by Donald Duck, President of XYZ Production, Inc.

**Notary Public:**

<table>
<thead>
<tr>
<th>My commission expires</th>
<th>On behalf of the Commissioner of Public Lands</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 27, 2024</td>
<td>State of New Mexico, Oil and Gas Division</td>
</tr>
</tbody>
</table>

**InSTRUCTIONS AND INFORMATION:**

1. **ANNUAL RENTAL:** The annual rental (for the land in this Assignment) is $1,000 per acre. The rental is due in advance and shall be paid to the Commissioner of Public Lands on the anniversary date of the original lease agreement. The date of this Assignment does not change the annual rental due date. For any Assignment of any Lease initially issued prior to June 14, 1983, or of any Lease which has been transferred to the next ten year Lease, the maximum rental is forty dollars ($40.00). If the Assignor fails to pay any rental due, the Assignee may sell the interest in the lease to another entity.

2. **REVOCATION OF LEASE:** This Lease provides for a fixed term of years, and the right to any oil or gas is produced in paying quantities. The assigned term is divided into twelve equal periods or of years. If no production is had during the primary term, the term of the lease is divided equally into three periods or years, or to the highest rental amount. All rentals continue until production has ceased.

3. **FILING:** All Assignments shall be filed in the State Land Office in duplicate, with original signature on all three copies, within one hundred days from the date of signing, and shall be accompanied by the recording fee. Additional filing requirements for Blanket Assignments are addressed under these terms.

4. **RECORDING:** The recording fee for each blanket Title Assignment is $70.00. If, however, an assignment is filed more than one year from the assignor’s execution date, the assignee shall file an additional assignment fee of $150.00 with the fee for a total of $220.00. This fee is required for each lease listed on a Blanket Assignment. Said fees are non-refundable.

**EXECUTED:**

<table>
<thead>
<tr>
<th>Day</th>
<th>Month</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>24</td>
<td>July</td>
<td>2024</td>
</tr>
</tbody>
</table>

**Title:** Title, if signing in representative capacity

**Fax Number:**

<table>
<thead>
<tr>
<th>832-1148</th>
</tr>
</thead>
</table>

**Author:**

<table>
<thead>
<tr>
<th>Attorney-in-Fact</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donald Duck</td>
<td>XYZ Production, Inc.</td>
</tr>
</tbody>
</table>

**Note:** When you provide a check as payment, you authorize the State of New Mexico to either use information from your check to make a one-time electronic transfer from your account or to process the payment as a check transaction. Please be advised that payments will be delayed from your account immediately upon receipt.
NEW MEXICO STATE LAND OFFICE
RECORD TITLE: ASSIGNMENT OF OIL AND GAS LEASE

From Lease Number: E0-2860-4
To Lease Number: 0000000

FOR VALUE RECEIVED, ABC Oil and Gas, LLC, assigns the rights, title, and interest in and to the Lease made by the New Mexico State Land Office to:

RST Limited Partnership

the entire interest in and to the Lease as more particularly described in the records of the New Mexico State Land Office.

Assignee: RST Limited Partnership

This Assignment is acknowledged before me on this 20th day of July, 2024, for value received. 

By: [Signature]
Attorney in Fact

Acknowledgement:

This Assignment was acknowledged before me on this 20th day of July, 2024.

By: [Signature]
Attorney in Fact

State of New Mexico, County of San Juan

This Assignment is acknowledged in the records of the New Mexico State Land Office.

Dated: July 20, 2024

President of XYZ Production, Inc.

Acknowledgment of Assignment:

The undersigned Assignee named above hereby agrees to be bound by all of the terms, covenants, and conditions of the Lease and this Assignment and shall succeed to the rights and benefits under the Lease.

Executed this 20th day of July, 2024.

By: [Signature]
President of XYZ Production, Inc.

State of Texas
County of Dallas

This Assignment was acknowledged before me on this 20th day of July, 2024.

By: [Signature]
Attorney in Fact

Title, if signing in representative capacity

This Assignment is acknowledged in the records of the New Mexico State Land Office.

Dated: July 20, 2024

President of XYZ Production, Inc.

Acknowledgment of Assignment:

The undersigned Assignee named above hereby agrees to be bound by all of the terms, covenants, and conditions of the Lease and this Assignment and shall succeed to the rights and benefits under the Lease.

Executed this 20th day of July, 2024.

By: [Signature]
President of XYZ Production, Inc.

Title, if signing in representative capacity

Note: When you provide a check as payment, you authorize the State of New Mexico to either use information from your check to make a one-time electronic fund transfer from your account or to process this payment as a check transaction. Please be advised that payments will be drafted from your account immediately upon receipt.
SPECIAL POWER OF ATTORNEY

KNOW ALL PERSONS that ABC Oil and Gas, LLC, a corporation duly organized and existing under the laws of Pennsylvania, United States of America (the “Company”), APPOINTS Bugs Bunny in his/her capacity as an employee, a true and lawful general agent, legal representative, and Attorney-in-Fact of the Company (the “Attorney-in-Fact”) with special power and authority in his/her name and on its behalf to execute and perform the following:

1. To sign and execute, upon terms and conditions as the Attorney-in-Fact deems appropriate, all legally-binding documents related to the exploration, development and production activities of the Company, including related abandonment and reassignment, acquisition and divestment, administrative, commercial, financial, environmental, human resources, legal, legal procurement, safety, technology and other services and commitments except as herein below stated, and no authority is conferred by this Power of Attorney for execution of the following:
   a. Leases or deeds to others covering all gas or other hydrocarbon or non-hydrocarbon minerals underlying any lands of Company where either book value or sale price exceeds Twenty-Five Million Dollars ($25,000,000.00) or the average exceeds Five Thousand Four Hundred ($5,400) area;
   b. Deeds or conveyances to others covering the lands of Company, other than rights of way and similar easements, where either book value or sale price exceeds Twenty-Five Million Dollars ($25,000,000.00);
   c. Documents, instruments or promissory notes in support of any borrowings; provided, however, that promissory notes and other documents given as consideration for the acquisition of real or personal property shall not be deemed to constitute a borrowing;
   d. Documents or agreements establishing blank checks in the name of Company or withdrawing of funds or closing of any bank accounts of Company.

2. To perform every act and thing that may be necessary to carry out the granted powers as fully as the Company might itself do, however, no delegation or substitution of the powers granted herein by the Attorney-in-Fact is permitted.

Unless sooner revoked or terminated, this Power of Attorney shall remain in full force and effect for a period of one year beginning on November 1, 2018, or until the Attorney-in-Fact is no longer an employee of ABC Oil and Gas, whichever occurs first. Upon revocation or other termination this Power of Attorney shall be returned to the Company but the failure to return it shall not prevent its revocation or termination.

IN WITNESS WHEREOF, the Company has caused this Instrument to be executed this 31st day of October 2018.

ABC Oil and Gas, LLC

By: 

Mike Smith
Vice President

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 31st day of October 2018, by Mike Smith, Vice President of ABC Oil and Gas, a Pennsylvania corporation, on behalf of said entity.
Miscellaneous Instrument Form

Name Changes

Mergers

Probate Documents
Complicated MI Example

Ruben F. Momsen Title- Lease E0-952-3

Miscellaneous Instruments
Assignment/Acknowledgements
Complicated MI Example

Lease E-952-3 Fact Sheet
Reuben F. Momsen, Lessee of Record to Lease E0-952-3

When using the attached flow chart Miscellaneous Instruments (blue tabs) have been labeled with corresponding numbers. The record title assignment and associated acknowledgement sheets (green tabs) have been labeled with corresponding numbers.

Reuben F. Momsen died in 1985 and his wife, Mary Louise Momsen died in 1985, both in El Paso. A probate for each has been included showing their interest being vested as follows below:

Reuben and his wife Mary’s interest was vested equally in 5 of their nieces and nephews, being
- Gus Momsen, III, deceased, Texas
- Frances Cunningham, deceased Arizona
- Margaret Momsen, deceased, Arizona
- Leo Momsen, deceased California
- Virginia Momsen Grady, Connecticut

Gus Momsen, III’s interest was vested in his 8 children. A copy of the will, various trusts and further amendments have been included. Further a Special Mineral Trust distribution deed into each of the individuals listed below has been included. Additionally, any necessary marriage and/or death certificates have been provided to evidence the chain of title.

- Peter Momsen of Bayard, NM (Assigned Record Title as Heir)
- Aline Healy of Georgetown, TX (Acknowledgement)
- Aline Healy, Trustee of the John David Momsen Special Needs Trust (Acknowledgement- Aline Healy)
- Mike Momsen of Freeport, TX (Acknowledgement)
- Mark Momsen of Tulsa, OK (Acknowledgement)
- Patrick Momsen of Coos Bay, OR (Acknowledgement)
- Alyssa Russell of Little Elm, TX (Acknowledgement)
- Anne Momsen of El Paso, TX (Acknowledgement)

Frances Cunningham, deceased, Arizona: Interest was vested in her children listed below. She died without a will and her estate was not probated. Further, Franoe’s absorbs the interest of her sister Margaret Momsen upon her death. A copy of Margaret’s will, and death certificate is included. Margaret’s will states that upon the death of Frances, the interest will go to her nieces and nephews (Frances’s children) listed below:

- Joan Alline Hines, deceased, Alaska - An affidavit of Facts evidencing descent and distribution of the interest as Joan died without a will and her estate was not probated. A death certificate is provided as well.
  - William J. Hines Jr, deceased, New Mexico An affidavit of Facts evidencing descent and distribution of the interest going from Bill to his kids is provided as Bill died without a will and his estate was not probated. A death certificate is provided as well.
    - Katherine Hines Buckland, New Mexico (Acknowledgement)
    - William J. Hines III, Alaska (Acknowledgement)
- John Peter Cunningham, Arizona (Acknowledgement)
- Margaret Belle Kelly (Now Margaret Burgess), Arizona, (Acknowledgement)
- Mary Katheryn Margi, Texas (Acknowledgement)
- Arthur Cunningham, Arizona, (Acknowledgement- John Peter as Trustee of Arthur Cunningham Estate)

Margaret Momsen, deceased, Texas- A copy of Margaret’s will, and death certificate is included. Margaret’s will states that upon the death of Frances, the interest will go to her nieces and nephews (Frances’s Children). Her estate was not probated.

- Frank Cunningham, deceased, Arizona

Leo Momsen, deceased, California- A copy of Leo’s Will, trust documents and death certificate are included evidencing his interest vesting in a trust naming his children and Co-Trustees. Further, a marriage certificate has been included evidencing Karen Momsen’s name change to Karen Recabarren.

- Karen L. Recabarren (Acknowledgement)
- Leo Momsen Jr. (Acknowledgement)

Virginia Momsen- Still alive, Connecticut, acknowledged the record title assignment (Acknowledgement)
## Requirements for Oil and Gas Leases

### Minimum Lease Requirements

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Royalty Reporting</td>
<td>Cancellation for Default</td>
</tr>
<tr>
<td>Drilling to Extend Lease</td>
<td>Production</td>
</tr>
<tr>
<td>Re-working a Well</td>
<td>Annual Rentals</td>
</tr>
<tr>
<td>Cessation of Production</td>
<td>Appropriate Bonding</td>
</tr>
</tbody>
</table>
Extending a Lease

P.15 Extension Request

June 27, 2024

Extending a Lease — Paragraph 15

Commissioner Garcia Richard
Chopper State 3H, LG-0023-5
June 27, 2024

Very truly,

Shelley C. Klingler

Enclosures: Exhibit "A" Chopper State 3H Production
$500 Administrative Fee Check

Shelley C. Klingler

COG Operating LLC, an affiliate of ConocoPhillips ("COP"), is the operator of, and working interest owner in, the wellbore of the Chopper State 3H (API No. 30-015-03418) (the "Chopper Well"), which is currently holding the captioned state lease by production ("Lease") Chevron U.S.A. Inc is the Lessee of Record for the Lease. The purpose of this letter is to invoke the rework provision in Paragraph 15 of the Lease.

The Chopper Well has been a regular producer since first production in June 2016. It last produced on April 30, 2024, but has now ceased producing due to mechanical issues and requires rework operations. Since production from the Chopper Well holds the Lease, COP respectfully requests to invoke Paragraph 15, the rework provision, in the Lease to extend the Lease during rework operations. Per the provision, COP understands that such operations must be diligently prosecuted in good faith with no cessation of more than thirty (30) days. We will provide operational updates on the rework operations every thirty (30) days. We have included with this letter a check in the amount of $500.00 for the administrative fee associated with invoking the rework provision in the Lease.

A check is available to discuss this matter further in person or otherwise. Please do not hesitate to reach out with any questions.

Sincerely,

COG Operating LLC
ConocoPhillips

Exhibit "A" Chopper State 3H Production
June 2023 to June 2024

<table>
<thead>
<tr>
<th>Name</th>
<th>Month</th>
<th>Gross Oil (BOPD)</th>
<th>Gross Gas (MCFD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHOPER ST 3H</td>
<td>June 2024</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>CHOPER ST 3H</td>
<td>May 2024</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>CHOPER ST 3H</td>
<td>April 2024</td>
<td>30.49</td>
<td>0</td>
</tr>
<tr>
<td>CHOPER ST 3H</td>
<td>March 2024</td>
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Chevron U.S.A. Inc as Lessee of Record for LG-0023-5
Extending a Lease

P.14 Extension Request

April 1, 2024

Commissioner of Public Lands
Attn: Oil, Gas & Minerals Division
310 Old Santa Fe Trail
Santa Fe, New Mexico 87504

RE: Extension of Oil and Gas Lease VC-0625-00

Dear Commissioner,

Tascosa Energy Partners, LLC ("Tascosa"), Lessee of Record under the captioned State of New Mexico Oil and Gas Lease VC-0625-00, respectfully request permission to conduct drilling operations across the expiration date pursuant to paragraph 14 of said lease. Drilling of the GTO 30 Federal Com # 30TH API # 30-015-5488B, GTO 30 Federal Com # 606H API # 30-015-54889, & GTO 30 Federal Com # 606H API # 30-015-54890, is scheduled to commence on or before May 1, 2024, with a rig capable of reaching total depth.

Enclosed is check # 5959, totaling $579.45, to satisfy both the lease extension fee of $500 and the sixth-year rental for this lease. Tascosa, also agrees to furnish NMSLCO with a copy of the first production report (C-155), demonstrating that the well is producing in paying quantities. We further agree to abide by all other terms of this lease.

If you have any questions or concerns, please contact John Shoberg jshoberg@tascosaep.com, or call his direct line @ (432) 225-0234.

Sincerely,

Kacey Walls
Land Tech
Extending a Lease

Special Extension Request for a Com

Ruth Pelzel
Senior Land Negotiator
600 W. Illinois Ave
Midland, TX 79701
Markelia.Stone@conocophillips.com
432-235-8695

April 14, 2023

Via Email & Certified Mail
Ms. Stephanie Garcia Richard
Commissioner of Public Lands
New Mexico State Land Office
P.O. Box 1148
Santa Fe, New Mexico 87504

Attn: Allison Marks, Director of Oil, Gas and Minerals Leasing (amarks@slolo.state.nm.us)
Denise Gallegos, Oil & Gas Lease Manager (dgallegos@slolo.state.nm.us)
Rubel Salazar, Oil & Gas Management Analysis (rsalazar@slolo.state.nm.us)
Baylen Lamkin, Petroleum Special Supervisor (blamkin@slolo.state.nm.us)

RE: 2nd Request for Extension of State Communitization Agreement dated May 24th, 2016 (PUN 1352656) for the Well listed on Exhibit A

Dear Commissioner Garcia Richard:

On December 27th, 2022, COG Operating LLC, a subsidiary of ConocoPhillips, operator of the below described wells and owner of working interest in below described state communitization agreement (“COPC”), received notice from DCP Midstream, LP (“DCP”) that it experienced an event of force majeure when its discharge line supporting the Berry Compressor Station located in Lea County, New Mexico, ruptured and had to be shut-in for health and safety concerns. The well continues to be down due to DCP issues and we do not yet know when the line will be repaired. The Well is holding certain State Communitization Agreement, described more particularly on Exhibit “A” (“CA”).

The Commissioner of Public Lands has the discretion to grant a suspension of production under the terms of the agreement if compliance with the terms of the agreement will result in waste or harm to the environment unless the agreement is temporarily suspended. The Commissioner in her discretion may grant such period of time which is sufficient to permit the suspension of the CA based on the particular circumstances of the CA. In this case, concerns over air quality caused by flared gas and New Mexico’s “No Flare” Rule prevent COPC from producing the subject CA.

Therefore, as a result of The Well being shut-in, COPC respectfully requests the Commissioner grant an extension of the CA since the cessation of production is expected to exceed 60 days as provided under the terms of the CA. COPC requests a 120-day extension to ensure that the well is protected adequately.

A check in the amount of $500, which reflects the fee for the extension of the CA, attached herein. COPC is available to discuss this matter further in person or otherwise. Please do not hesitate to reach out with any questions.

Very truly,

Ruth Pelzel
Senior Land Negotiator, North Delaware Basin East

Commissioner of Public Lands
January 23, 2023

Well Name | API | Shutoff Date
--- | --- | ---
Warbler State Com Well #1 | 3001144704 | 1/24/2023

Communitization Agreement Name | Communitization Date and PUN
--- | ---
Warbler State Com Well #1 | 6/24/2016 PUN: 1352656 E2E2 of Section 23, T21S-R3E E2E2 of Section 28, T21S-R3E Lea County, NM
Special Extension Request for a Lease & Com for a nearby Frac

May 16, 2024

Via Email & FedEx Overnight
Ms. Stephanie Garcia Richard
Commissioner of Public Lands
New Mexico State Land Office
P.O. Box 1148
Santa Fe, New Mexico 87504

Attn: Allison Marks, Director of Oil, Gas and Minerals Leasing (amarks@slo.state.nm.us)
Baylee Lamkin, Petroleum Special Supervisor (blamkin@slo.state.nm.us)
Denise Gallegos, Oil and Gas Lease Manager (dgallegos@slo.state.nm.us)
Rubel Salazar, Management Analyst (rsalazar@slo.state.nm.us)

RE: Request for Extension of State Communitization Agreements and State of New Mexico Oil and Gas Leases for the Wells listed on Exhibit “A” due to Offset Completion Operations

Dear Commissioner Garcia Richard:

Beginning on April 20, 2024, COG Operating LLC, a subsidiary of ConocoPhillips (“COPC”), operator of certain wells (“Wells”) and owner of working interest in certain state communitization agreements (“CAs”) and State of New Mexico Oil and Gas Leases (“Leases”), shut-in the wells which are holding the CAs and Leases, Wells, CAs, and Leases listed on Exhibit “A” attached hereto, in order to protect the production performance and well integrity from offset completions operations. The offset completions operations are expected to be completed within 120 days of the shut-in date.

The Commissioner of Public Lands has the discretion to grant a suspension of production under the terms of the lease or agreement if compliance with the terms of the lease or agreement will result in waste or harm to the environment unless the leases are temporarily suspended. The Commissioner in her discretion may grant such period of time which is sufficient to permit the suspension of the lease or CA based on the particular circumstances of the lease or CA. In this case, COPC must protect the integrity of the Wells producing from New Mexico State Lands and therefore, justifies the Commissioner granting this request under her discretionary authority.

Therefore, as a result of Wells being shut-in, COPC respectfully requests the Commissioner grant an extension of the CAs and Leases since the cessation of production is expected to exceed 60 days as provided under the terms of the CAs and Leases. COPC requests a 120-day extension to ensure that the Wells are protected adequately during the offset completions operations.

Checks in the total amount of $13,000.00, which reflect the fees for the extensions of the fourteen (14) CAs and twelve (12) Leases are included with this letter. COPC is available to discuss this matter further in person or otherwise. Please do not hesitate to reach out with any questions.

With gratitude,

Shelley C. Klingler, CPL
Staff Land Negotiator

Ends: Exhibit “A” List of Wells, CAs, Leases
26 x $500 Administrative fee checks

xc: EOG Resources Inc – Lessee of Record – V0-7474-1, V0-7469-1, V0-7468-1
Mewbourne Oil Company – Lessee of Record – V0-7977-2
Day USA Inc – Lessee of Record – V0-7967-2
The Allar Company – Lessee of Record – V0-7446-0, V0-7445-0, V8-677-0
## Extending a Lease

### EXHIBIT "A"

**WELLS, CA, LEASES**

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*Well is lease-based and not in a Communication Agreement.*

### EXHIBIT "A"

**WELLS, CA, LEASES CONTINUED**

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## Extending a Lease

### Exhibit "A"

**Wells, CA4 Leases Continued**

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<td>Eog Resources Inc</td>
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</table>

* NMSL OGL VB-695-3 has an active well producing from the lease that will not be shut-in, so this lease does not require a suspension or extension at this time. If the well needs to be shut-in, we will submit an additional request.
Extending a Lease

P.9 Reworking a Com Extension Request

January 26, 2024

Via Email & Certified Mail
Ms. Stephanie Garcia Richard
Commissioner of Public Lands
New Mexico State Land Office
P.O. Box 1148
Santa Fe, New Mexico 87504

Att.: Allison Marks, Director of Oil, Gas and Minerals Leasing (amarks@do.state.nm.us)
    Denise Gailegos, Oil & Gas Lease Manager (dgailegos@do.state.nm.us)
    Rubel Salazar, Oil & Gas Management Analysis (rsalazar@do.state.nm.us)
    Baylen Lamkin, Petroleum Special Supervisor (blamkin@do.state.nm.us)

Re: Notice, Invoking Extension by Rework – Paragraph 9
Albatross State Com 1H Communitization Agreement PUN 1341190
E2E2 Section 3D
Township 18 South, Range 35 East, NMPM
Lea County, New Mexico

Dear Commissioner Garcia Richard:

COG Operating LLC, a subsidiary of ConocoPhillips (“COG”), is the working interest owner in, and operator of the Albatross State Com 1H well. On December 27, 2023, the Albatross State Com 1H well ceased producing due to mechanical issues and requires rework operations. Therefore, per Paragraph 9 of the Communitization Agreement, COG is notifying your office that the well is down and requests to invoke the rework provision to extend the Communitization Agreement. The well is holding the following Communitization Agreement, described more particularly on Exhibit “A”.

A check in the amount of $500.00 for the administrative fee, associated with invoking the rework provision in the Communitization Agreement, will be mailed to you following this letter. Please let us know if you have any questions. Thank you.

Regards,

Ruth Pelzel

Ruth.Pelzel@conocophillips.com
Office: (432) 253-9695

<table>
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<th>Well Name</th>
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<th>Communitization Agreement Name</th>
<th>Communitization Date and PUN</th>
<th>Legal Description</th>
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<td>May 7, 2014</td>
<td>E2E2 Sec 30 T18S-35E 1341190</td>
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Annual Rental Payments

Invoices are generated and mailed out 30 days before rental payment due date.
Bonding Compliance

Cash Bond, Assignment of Cash Collateral Bond, or a Surety Bond

A bond must be in place for each, separate entity or individual listed as record title owner.

If a lessee is not bonded and in a unit, the unit operator must obtain an assignment of the lease in order to keep the lease in the unit and not disrupt the unit, if the lessee doesn’t post a bond. The Land Office does NOT allow a unit operator to post a bond.
When does OGM do Environmental Reviews?

- Lease Assignments
- Tracts for Lease Sale
- Leases that are Terminated / Expired
- As Requested by Legal
- Unit Assignments
- Royalty Refund
- Bonding Program
- Paying Quantities
- Other Reviews
- Trespass
- Unit Transfers or Terminations
### Steps for Review

1. **Look at lease in GIS to see location, estate status, and wells/other infrastructure on the lease.**

2. **Use OCD spills page to look for spills on the land covered by the lease.**
   - Spill noted prior to 2018 *may* have been remediated but still appear, due to OCD’s system.

3. **Look at each individual well on OCD site to see if there are open spills or compliance issues and well status.**

4. **Use Google Earth to look at satellite imagery from the past several years to look for spills on both wells, flowlines, and tank batteries. Review imagery in GIS since this can be more recent.**

5. **Look at other imagery to see if there is high-enough resolution to see spills.**

6. **Will also look for:**
   - Equipment or other trash left behind at plugged wells or on lease.
   - Well pads and access roads that have not been remediated.
   - Open pits that need to be filled and remediated.
   - Any other issues that might be visible from Google Earth.

7. **Request a Field Visit if needed.**
## OCD Permitting

### Spill Search

Welcome to our spill search. It is constraints.

### Location Information

| District: | All |
| County: | All |
| OCD Unit Letter: | All |
| Section: | 16 |
| Township: | 17S |
| Range: | 31E |

### Spill Search Table

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<tr>
<td>W202005230971</td>
<td>[3S][40S][15E] Fören State Central Tank Battery</td>
<td>[3S][40S][15E] Fören Energy Partners LLC</td>
<td>Minor</td>
<td>Natural Gas Release</td>
<td>Lease 401-01</td>
<td>Industry</td>
<td>06/05/2023</td>
<td>06/05/2023</td>
<td>Natural Gas Release</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>SGL</td>
<td>Containment</td>
<td>Flow Line/Production</td>
<td></td>
</tr>
</tbody>
</table>

OCD Spill Search for Lease Area
## OCD Well Page for Compliance Issues

**cTM1721233956**

**Violation Source:** Field Inspection  
**Date of Violation:** 07/31/2017  
**Compliance Required:** 11/03/2017  
**Resolved:**

### Notes

**GENERAL HOUSEKEEPING**

### Actions/Events

<table>
<thead>
<tr>
<th>Event Date</th>
<th>Category</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/31/2017</td>
<td>Enforcements</td>
<td>Operation/Maintenance</td>
</tr>
<tr>
<td>07/31/2017</td>
<td>Notifications</td>
<td>Letter of Violation</td>
</tr>
</tbody>
</table>

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**LINN OPERATING, INC.**  
600 Travis Street Suite 1400  
Houston TX 77002-7002

**LETTER OF VIOLATION - Inspection**

Dear Operator:

The following inspection(s) indicate that the well, equipment, location or operational status of the well(s) failed to meet standards of the New Mexico Oil Conservation Division as described in the detail section below. To comply with standards imposed by Rules and Regulations of the Division, corrective action must be taken immediately and the situation brought into compliance. The detail section indicates preliminary findings and/or probable nature of the violation. This determination is based on an inspection of your well or facility by an inspector employed by the Oil Conservation Division on the date(s) indicated.

Please notify the proper district office of the Division, in writing, of the date corrective actions are scheduled to be made so that arrangements can be made to reinspect the well and/or facility.

### INSPECTION DETAIL SECTION

<table>
<thead>
<tr>
<th>STATE B No.004</th>
<th>Inspection Date</th>
<th>Type Inspection</th>
<th>Inspector</th>
<th>Violation?</th>
<th>Significant</th>
<th>Non-Compliance?</th>
<th>Corrective Action Due By</th>
<th>Inspect No.</th>
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</thead>
<tbody>
<tr>
<td>07/31/2017</td>
<td>Routine/Periodic</td>
<td>Tony Morales</td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
<td>11/3/2017</td>
<td>iTM1721233896</td>
</tr>
<tr>
<td>General Housekeeping (Rule 114)</td>
<td>OK. All Equipment and Location in Good Shape. BATTERY ON LOCATION 19:15.35.7B</td>
<td>PFG STAINING UNDER P1. OLDER TANK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Possible Tank Battery Spill

- Full estate
- Possible staining first seen in 2019 and in 2020
- No reported spills or incidents with NMOCID
Satellite Imagery Review

- Full estate
- SLO found a 2015 spill release with OCD.
- Significant release in 2014, not reported, appears additional release from tank berms in 2017, scarring from initial release still seen
Satellite Imagery Review

- Full estate

- Significant release in 2014, not reported, appears additional release from tank berms in 2017, scarring from initial release still seen
Satellite Imagery Review

TANK BATTERY SPILLS
Satellite Imagery Review

FLOW LINE SPILLS
EXAMPLE OF WELL PAD REMEDIATED, OLD EQUIPMENT AND PITS
Helpful Links

New Mexico State Land Office
www.nmstatelands.org
Leasing Royalty management agency for State Trust Lands

New Mexico State Land Office Oil and Gas Manual
2023 Oil and Gas Manual

New Mexico State Land Office Lease Portal
https://secure.slo.state.nm.us/Applications/SLOConnect
Information Look up for various instruments

New Mexico Oil Conservation Division
http://emnrd.state.nm.us/ocd/
ONGARD database for open acres and a wealth of other state data.