



ConocoPhillips  
2208 West Main Street  
Artesia, New Mexico 88210  
[www.conocophillips.com](http://www.conocophillips.com)

December 12, 2022

Attn: Dean McClure  
NM Oil Conservation Division  
1220 South Saint Francis Drive  
Santa Fe, New Mexico 87505

Re: Application for Administrative Approval  
Off-lease Measurement

Dear Mr. McClure,

COG Operating LLC, respectfully requests approval for off-lease measurement for the following wells:

Fez Federal Com 710H  
API# 30-025-46247  
WC-025 G-09 S243532M; Wolfbone  
Ut. O, Sec. 9-T25S-R35E  
Lea County, NM

**Oil Production:**

In addition, the oil production from these wells may be transported by truck to either the Red Hills Offload Station, located in Unit O, Section 4-T26S-R32E, or the Jal Offload Station, located in Unit D, Section 4-T26S-R37E, Lea County in the event the CTB on lease is over capacity or in the case of battery or pipeline repairs. Oil will remain segregated and will be measured by lact meter when offloading at the Offload Stations. The oil production from the 710H well will be measured off lease at the Fez Fed 9 P East CTB located in Unit P of Section 9-T25S-35E.

Notifications have been sent out to all working interest owners.

Please see the enclosed Administrative Application Checklist, C-107-B Application for Off Lease Measurement, plats for referenced wells, site facility diagram, maps with lease boundaries showing wells and facility locations, and communization agreement application.

Thank you for your attention to this matter. If you have questions or need further information, please email me at [jeanette.barron@conocophillips.com](mailto:jeanette.barron@conocophillips.com) or call 575.748.6974.

Sincerely,

*Jeanette Barron*

Jeanette Barron



Regulatory Coordinator



Revised March 23, 2017

RECEIVED:	REVIEWER:	TYPE:	APP NO:
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ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

**NEW MEXICO OIL CONSERVATION DIVISION**  
 - Geological & Engineering Bureau -  
 1220 South St. Francis Drive, Santa Fe, NM 87505



**ADMINISTRATIVE APPLICATION CHECKLIST**

THIS CHECKLIST IS MANDATORY FOR ALL ADMINISTRATIVE APPLICATIONS FOR EXCEPTIONS TO DIVISION RULES AND REGULATIONS WHICH REQUIRE PROCESSING AT THE DIVISION LEVEL IN SANTA FE

Applicant: \_\_\_\_\_ OGRID Number: \_\_\_\_\_  
 Well Name: \_\_\_\_\_ API: \_\_\_\_\_  
 Pool: \_\_\_\_\_ Pool Code: \_\_\_\_\_

**SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION INDICATED BELOW**

1) **TYPE OF APPLICATION:** Check those which apply for [A]

A. Location – Spacing Unit – Simultaneous Dedication

☐ NSL      ☐ NSP (PROJECT AREA)      ☐ NSP (PRORATION UNIT)      ☐ SD

B. Check one only for [ I ] or [ II ]

[ I ] Commingling – Storage – Measurement

☐ DHC    ☐ CTB    ☐ PLC    ☐ PC    ☐ OLS    ☐ OLM

[ II ] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery

☐ WFX    ☐ PMX    ☐ SWD    ☐ IPI    ☐ EOR    ☐ PPR

2) **NOTIFICATION REQUIRED TO:** Check those which apply.

- A. ☐ Offset operators or lease holders  
 B. ☐ Royalty, overriding royalty owners, revenue owners  
 C. ☐ Application requires published notice  
 D. ☐ Notification and/or concurrent approval by SLO  
 E. ☐ Notification and/or concurrent approval by BLM  
 F. ☐ Surface owner  
 G. ☐ For all of the above, proof of notification or publication is attached, and/or,  
 H. ☐ No notice required

**FOR OCD ONLY**

- ☐ Notice Complete  
☐ Application Content Complete

3) **CERTIFICATION:** I hereby certify that the information submitted with this application for administrative approval is **accurate** and **complete** to the best of my knowledge. I also understand that **no action** will be taken on this application until the required information and notifications are submitted to the Division.

**Note: Statement must be completed by an individual with managerial and/or supervisory capacity.**

\_\_\_\_\_  
 Print or Type Name

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Phone Number

*Jeanette Barron*

Signature

\_\_\_\_\_  
 e-mail Address



District I  
1625 N. French Drive, Hobbs, NM 88240  
District II  
811 S. First St., Artesia, NM 88210  
District III  
1000 Rio Brazos Road, Aztec, NM 87410  
District IV  
1220 S. St Francis Dr, Santa Fe, NM  
87505

State of New Mexico  
Energy, Minerals and Natural Resources Department

Form C-107-B  
Revised August 1, 2011

**OIL CONSERVATION DIVISION**  
1220 S. St Francis Drive  
Santa Fe, New Mexico 87505

Submit the original  
application to the Santa Fe  
office with one copy to the  
appropriate District Office.

**APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)**

OPERATOR NAME: COG Operating LLC  
OPERATOR ADDRESS: 2208 W Main Street, Artesia, New Mexico 88210  
APPLICATION TYPE:

☐ Pool Commingling ☐ Lease Commingling ☐ Pool and Lease Commingling ☒ Off-Lease Storage and Measurement (Only if not Surface Commingled)

LEASE TYPE: ☐ Fee ☐ State ☒ Federal

Is this an Amendment to existing Order? ☐ Yes ☐ No If "Yes", please include the appropriate Order No. \_\_\_\_\_  
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling  
☐ Yes ☐ No

**(A) POOL COMMINGLING**  
Please attach sheets with the following information

(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes

- (2) Are any wells producing at top allowables? ☐ Yes ☐ No  
(3) Has all interest owners been notified by certified mail of the proposed commingling? ☐ Yes ☐ No.  
(4) Measurement type: ☐ Metering ☐ Other (Specify)  
(5) Will commingling decrease the value of production? ☐ Yes ☐ No If "yes", describe why commingling should be approved

**(B) LEASE COMMINGLING**  
Please attach sheets with the following information

- (1) Pool Name and Code. WC-025 G-09 S243532M; Wolfcamp  
(2) Is all production from same source of supply? ☐ Yes ☐ No  
(3) Has all interest owners been notified by certified mail of the proposed commingling? ☐ Yes ☐ No  
(4) Measurement type: ☐ Metering ☐ Other (Specify)

**(C) POOL and LEASE COMMINGLING**  
Please attach sheets with the following information

- (1) Complete Sections A and E.

**(D) OFF-LEASE STORAGE and MEASUREMENT**  
Please attached sheets with the following information

- (1) Is all production from same source of supply? ☒ Yes ☐ No  
(2) Include proof of notice to all interest owners.

**(E) ADDITIONAL INFORMATION (for all application types)**  
Please attach sheets with the following information

- (1) A schematic diagram of facility, including legal location.  
(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.  
(3) Lease Names, Lease and Well Numbers, and API Numbers.

I hereby certify that the information above is true and complete to the best of my knowledge and belief.

SIGNATURE: Jeanette Barron TITLE: Regulatory Coordinator DATE: 12.12.22

TYPE OR PRINT NAME Jeanette Barron TELEPHONE NO.: 575.748.6974

E-MAIL ADDRESS: \_jeanette.barron@conocophillips.com



DISTRICT I  
1625 N. FRENCH DR., HOBBS, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720

DISTRICT II  
811 S. FIRST ST., ARTESIA, NM 88210  
Phone: (575) 746-1283 Fax: (575) 746-9720

DISTRICT III  
1000 RIO BRAZOS RD., AZTEC, NM 87410  
Phone: (505) 334-6178 Fax: (505) 334-6170

DISTRICT IV  
1220 S. ST. FRANCIS DR., SANTA FE, NM 87505  
Phone: (505) 476-3460 Fax: (505) 476-3462

State of New Mexico  
Energy, Minerals & Natural Resources Department  
**OIL CONSERVATION DIVISION**  
1220 SOUTH ST. FRANCIS DR.  
Santa Fe, New Mexico 87505

Form C-102  
Revised August 1, 2011  
Submit one copy to appropriate  
District Office

☐ AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number 30-025-46247	Pool Code 98098	Pool Name WC-025 G-09 S243532M; Wolfbone
Property Code 322742	Property Name FEZ FEDERAL COM	Well Number 710H
OGRID No. 229137	Operator Name COG OPERATING, LLC	Elevation 3238.7'

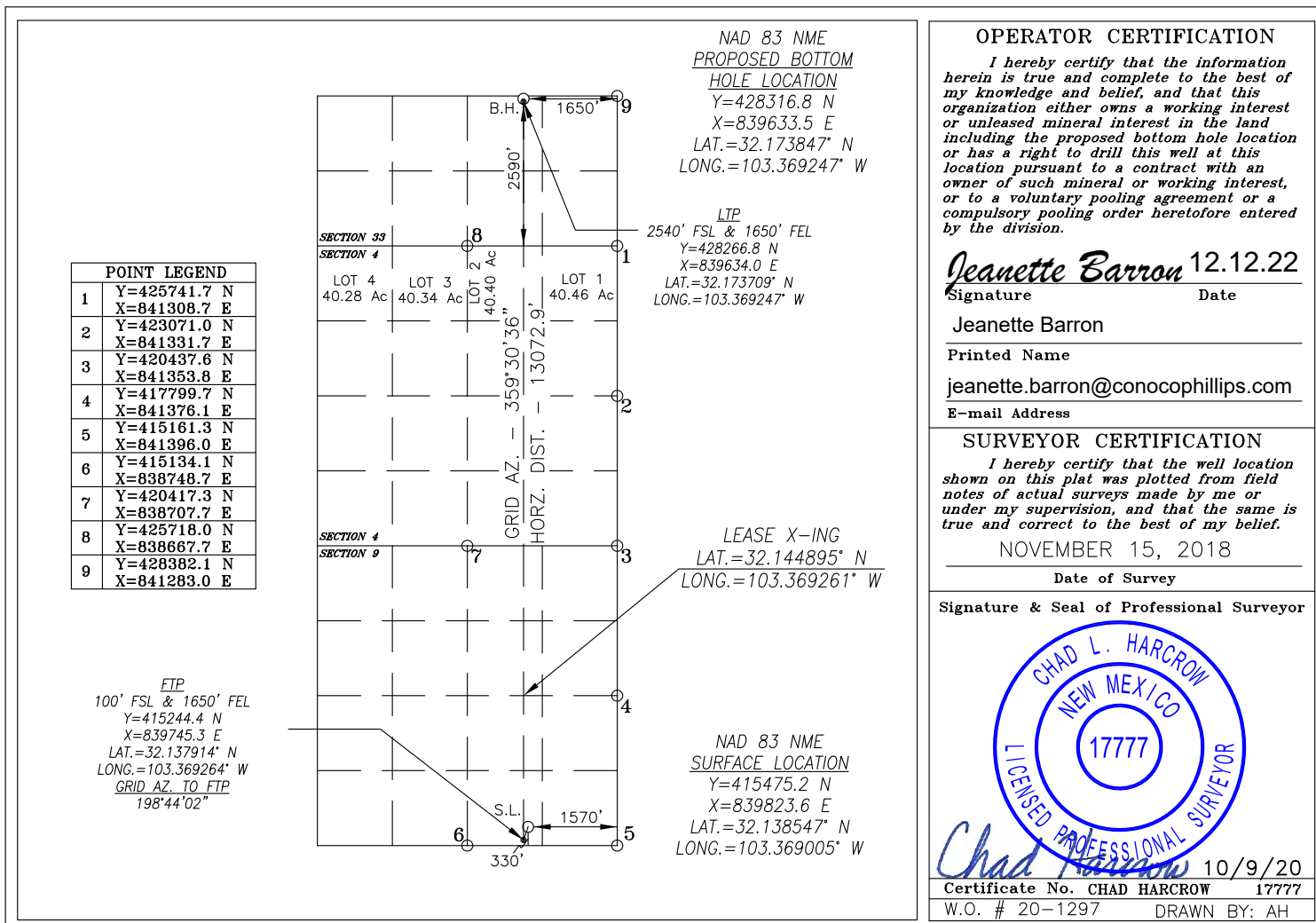
**Surface Location**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	9	25-S	35-E		330	SOUTH	1570	EAST	LEA

**Bottom Hole Location If Different From Surface**

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
J	33	24-S	35-E		2590	SOUTH	1650	EAST	LEA
Dedicated Acres 801.64	Joint or Infill	Consolidation Code	Order No.						

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



**OPERATOR CERTIFICATION**

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

*Jeanette Barron* 12.12.22  
Signature Date

Jeanette Barron

Printed Name

jeanette.barron@conocophillips.com

E-mail Address

**SURVEYOR CERTIFICATION**

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

NOVEMBER 15, 2018

Date of Survey

Signature & Seal of Professional Surveyor



*Chad Harcrow* 10/9/20

Certificate No. CHAD HARCROW 17777  
W.O. # 20-1297 DRAWN BY: AH





**FEZ FEDERAL 9 P WEST CTB & FEZ FEDERAL 9 P EAST CTB**  
SECTION 9, T25S, R35E, UNIT P  
COORDS: 32.139842, -103.365546  
LEA COUNTY, NM

**WELLS:**  
FEZ FEDERAL COM #707H: 30-025-46244  
FEZ FEDERAL COM #710H: 30-025-46247

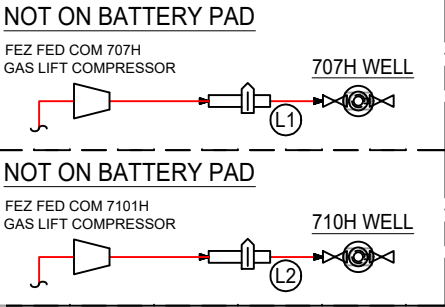
**METERS**

- (O1) Tester #1 Oil Meter # 15022002
- (W1) Tester #1 Water Meter # 15052005
- (O2) Tester #2 Oil Meter # 15022003
- (W2) Tester #2 Water Meter #15052006
- (F1) HP Flare Gas Meter # 15011350
- (F2) HP Flare Gas Meter # 15011358
- (F3) LP Flare Gas Meter # 15011357
- (F4) LP Flare Gas Meter # 15011359
- (WA) Water Transfer Meter # 15050005
- (WB) Water Transfer Meter # 15050006
- (GA) VRU Gas Meter # 15016011
- (GB) VRU Gas Meter # 15016012
- (S1) FMP Gas Sales Meter #1 # 161001285
- (S2) FMP Gas Sales Meter #2 # 161001286
- (B1) Gas By Back Meter # 161001289
- (B2) Gas By Back Meter # 161001290
- (L1) Gas Lift Meter # 15009320
- (L2) GasLift Meter # 15009319

**Royalty Free Fuel Usage:**  
- Compressors = (2) @ 60 mcf/day  
- Heater Treater = (2) @ 4 mcf/day

- Production Phase/Sales Phase**
- (1) Valve 1 Open
  - (2) Valve 2 Open
  - (3) Valve 3 and 4 Closed
  - (4) Valve 5 Open
  - (5) Valve 6 Open
  - (6) Valve 7 Locked Closed
  - (7) Valve 8 Locked Closed during Pipeline Sales
  - (8) Valve 7 and 8 Open during truck hauling

**NOT SET YET**



**FACILITY VOLUME**  
- OIL: 4,000 BPD  
- WATER: 6,000 BPD  
- GAS: 8 MMSCFD

**NOTES:**

**Type of Facility: Federal**  
**LEASE #: NMNM125658**  
**CA #: NMNM139190**  
**NMOCD Property Code: 322742**  
**NMOCD OGRID #: 229137**

**Site Diagram Legend**

Produced Fluid: —  
Produced Oil: —  
Produced Gas: —  
Produced Water: —  
Flare/Vent: —

**CONFIDENTIALITY NOTICE**

THIS DRAWING IS PROPERTY OF CONOCOPHILLIPS AND IS LENT TO THE BORROWER FOR CONFIDENTIAL USE ONLY AND IS SUBJECT TO RETURN UPON REQUEST AND SHALL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN THAT WHICH IT IS SPECIFICALLY FURNISHED.

**REFERENCE DRAWINGS**

NO.	TITLE
A	CONOCOPHILLIPS SITE SECURITY PLANS LOCATED AT:
B	600 WEST ILLINOIS AVENUE MIDLAND, TEXAS 79701

**REVISIONS**

NO.	DATE	DESCRIPTION	BY	CHK.	APP.
A	03/15/21	ISSUED FOR REVIEW	JS	RM	RM
B	09/09/21	REVISED PER FIELD VERIFICATION	JS	JS	

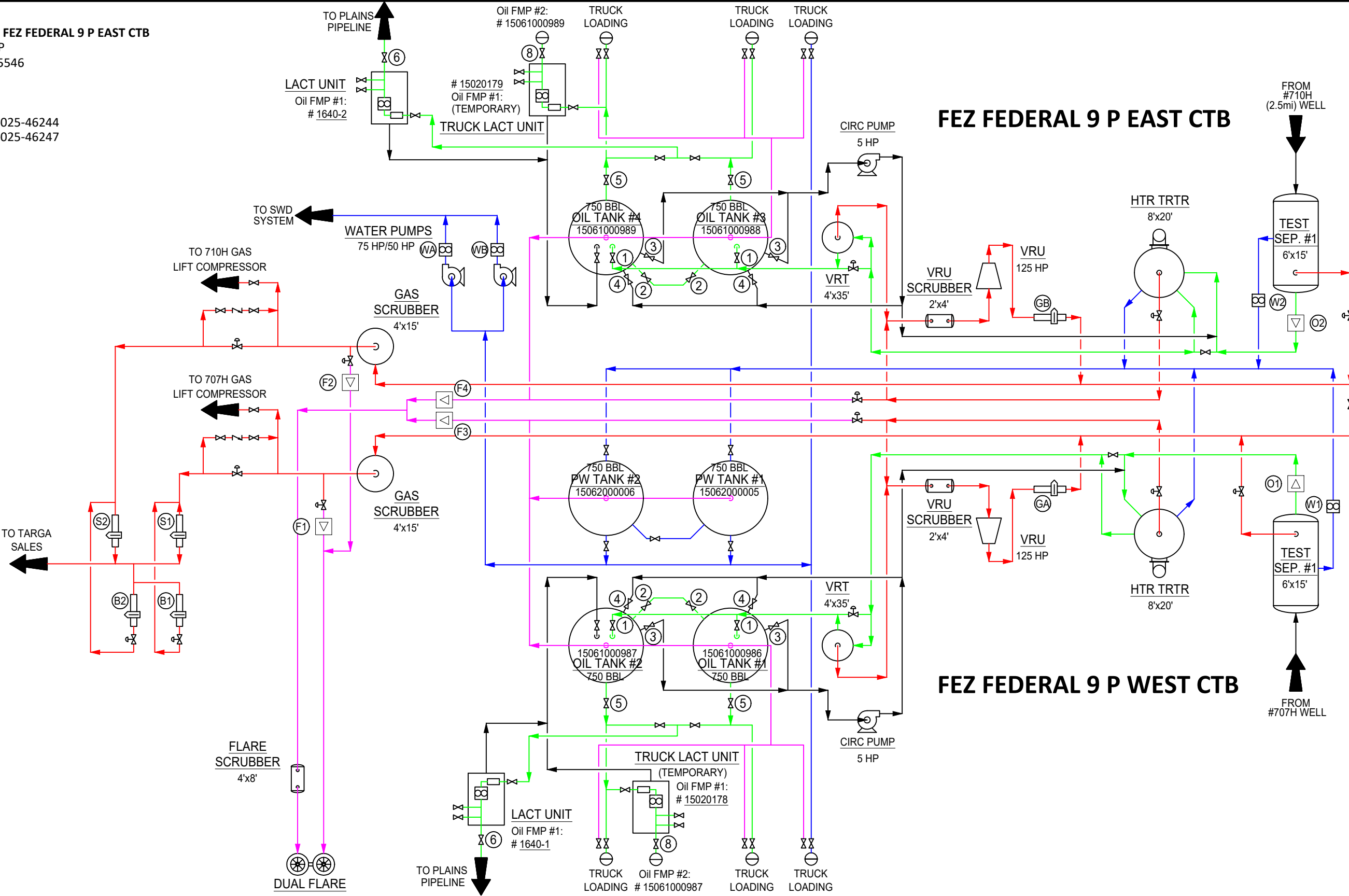
**ENGINEERING RECORD**

BY	DATE
DRN: JS	03/15/21
DES:	
CHK:	
APP:	
AFE NO:	
FACIL ENGR: R. Murphy	
OPER ENGR:	
SCALE: NONE	



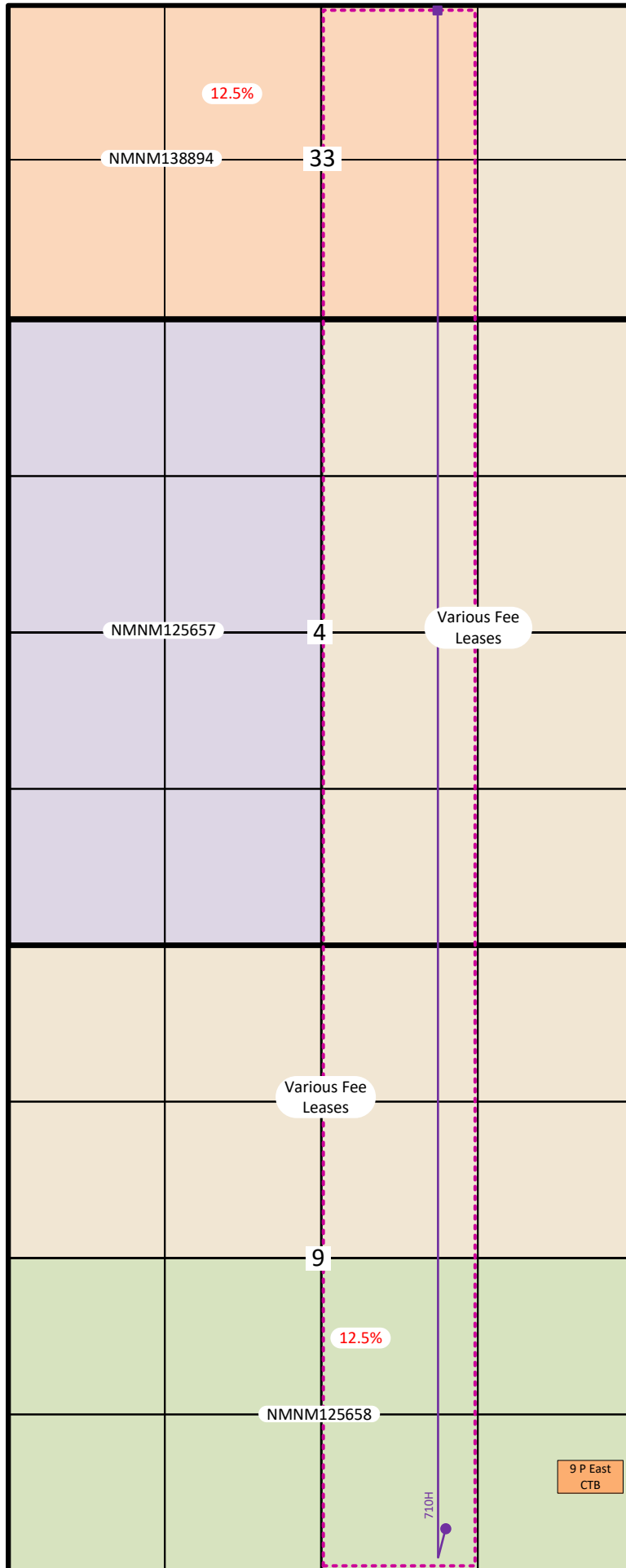
DELAWARE BASIN EAST ASSET  
PRODUCTION FACILITIES  
SITE FACILITY DIAGRAM  
FEZ FEDERAL 9 P CTB

LEA COUNTY	TWNSHP/RANGE	DWG NO.	NEW MEXICO
		FezFed9PCTB	REV B





DW - 01/09/19  
DW - 01/22/20



## Fez Federal Well

- Wolfbone SHL
- Wolfbone BHL
- Wolfbone CA

Sec. 33-T24S-R35E &  
Sec. 4, 9-T25S-R35E  
Lea County, NM





# Facility Plan

## Fez Federal E/2 Project

### Sec 9, T25S, R35E

REV	DATE	BY
E	03/24/20	J
B	09/10/20	J
C	09/10/20	J
D	09/29/20	J



# Fez Federal Com 707H & 710H & Red Hills and Jal Offload Station Map

Fez Federal Com 707H & 710H  
Lea County, NM

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

T25S R35E

Red Hills Offload Station  
Lea County, NM

5	4	3	2	1
8	9	10	11	12
17	16	15	14	13
20	21	22	23	24
29	28	27	26	25

T26S R32E

Jal Offload Station  
Lea County, NM

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

T26S R37E



Fez Federal Com 707H & 710H								
Date Sent	Initials	Name	Address	City	State	ZipCode	Certified Return Receipt No.	Delivered
06.14.22	JB	Chief Capital II LLC	8111 Westchester Drive Suite 900	Dallas	TX	75225	7020 1810 0000 1413 2338	
06.14.22	JB	Jetstream New Mexico, LLC	101 Nursey Ln. Ste 312	Fort Worth	TX	76114	7020 1810 0000 1413 2352	
06.14.22	JB	BLM	414 W Taylor	Hobbs	NM	88240	7020 1810 0000 1413 2156	
06.14.22	JB	Energen Resources Corporation	500 W. Texas Ave, #1200	Midland	TX	79701	7020 1810 0000 1413 2369	
06.14.22	JB	MRC Permian Company	One Lincoln Center Plaza Suite 1500	Dallas	TX	75240-1017	7020 1810 0000 1413 2345	
06.14.22	JB	Family Tree Corporation	915 S. Pearl Street	Denvor	CO	80209	7020 1810 0000 1413 2376	



## Federal Communitization Agreement

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the **1st** day of **October, 2020**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

**Township 24 South, Range 35 East, N.M.P.M**

Section 33: W/2SE/4

Lea County, New Mexico

**Township 25 South, Range 35 East, N.M.P.M.**

Section 4: Lot 2, SW/4NE/4, W/2SE/4 (aka W/2E/2)

Section 9: W/2E/2

Lea County, New Mexico

Containing **400.83** acres, and this agreement shall include only the **Wolfbone** pool underlying said lands and the crude oil and associated natural gas (*or*) oil and gas hereafter referred to as "communitized substances," producible from such pool.



2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **COG Operating LLC, 600 W. Illinois Ave., Midland, TX, 79701**. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same pool as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.



8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **October 1, 2020**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.



13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

**OPERATOR:**

**COG OPERATING LLC**

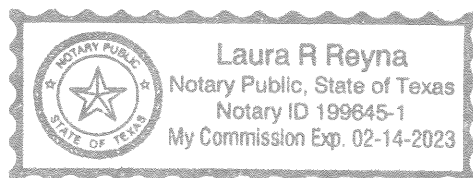
Date: 5/23/22

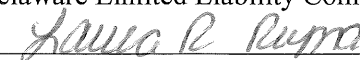
By:   
 Sean Johnson  
 Attorney-in-fact *juw rth*

### ACKNOWLEDGEMENT

STATE OF TEXAS           §  
                                      §  
 COUNTY OF MIDLAND   §

This instrument was acknowledged before me on the 23<sup>rd</sup> day of may, 2022, by Sean Johnson, attorney-in-fact of **COG Operating LLC**, a Delaware Limited Liability Company, on behalf of same.



  
 Notary Public in and for the State of Texas  
 My Commission Expires: 2-14-2023



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

**COG OPERATING LLC**

Date: 5/23/22

By:   
Sean Johnson  
Attorney-in-fact

**MRC PERMIAN COMPANY**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MARATHON OIL PERMIAN, LLC**

Date: \_\_\_\_\_

By: Subject to Compulsory Pooling Order R-21619

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CHIEF CAPITAL (O&G) II, LLC**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ENERGEN RESOURCES CORPORATION**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FAMILY TREE CORPORATION**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD****COG OPERATING LLC**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Sean Johnson  
Attorney-in-fact *ms***MRC PERMIAN COMPANY**Date: 4/14/2022By: *CA* *new good*  
Name: Craig N. Adams  
Title: Executive Vice President & COO**MARATHON OIL PERMIAN, LLC**

Date: \_\_\_\_\_

By: Subject to Compulsory Pooling Order R-21619  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_**CHIEF CAPITAL (O&G) II, LLC**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_**~~ENERGEN RESOURCES CORPORATION~~**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_**FAMILY TREE CORPORATION**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD****COG OPERATING LLC**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Sean Johnson  
Attorney-In-Fact**MRC PERMIAN COMPANY**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MARATHON OIL PERMIAN, LLC**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CHIEF CAPITAL (O&G) II, LLC**Date: 11/3/20By: [Signature]Name: William NixonTitle: Vice President

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ENERGEN RESOURCES CORPORATION**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD****COG OPERATING LLC**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Sean Johnson  
Attorney-In-Fact**MRC PERMIAN COMPANY**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MARATHON OIL PERMIAN, LLC**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CHIEF CAPITAL (O&G) II, LLC**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ENERGEN RESOURCES CORPORATION**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Tom F. Hawkins TH

Title: Executive Vice President - Land

ARV BLV



**WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD****COG OPERATING LLC**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Sean Johnson  
Attorney-in-fact**MRC PERMIAN COMPANY**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MARATHON OIL PERMIAN, LLC**

Date: \_\_\_\_\_

By: Subject to Compulsory Pooling Order R-21619

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CHIEF CAPITAL (O&G) II, LLC**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ENERGEN RESOURCES CORPORATION**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FAMILY TREE CORPORATION**Date: 3/14/22

By: \_\_\_\_\_

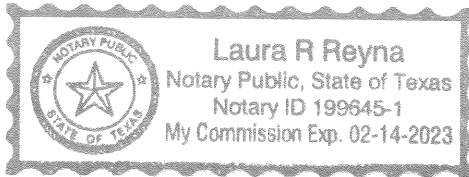
Name: J. Christopher DykeTitle: Vice-President



## ACKNOWLEDGEMENTS

STATE OF TEXAS           §  
                                      §  
 COUNTY OF MIDLAND   §

This instrument was acknowledged before me on the 23<sup>rd</sup> day of May, 2022, by Sean Johnson, attorney-in-fact of **COG Operating LLC**, a Delaware Limited Liability Company, on behalf of same.



Laura R Reyna  
 Notary Public in and for the State of Texas  
 My Commission Expires: 2-14-2023

STATE OF \_\_\_\_\_ §  
                                      §  
 COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of **MRC PERMIAN COMPANY**, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
 Notary Public in and for the State of \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
                                      §  
 COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of **CHIEF CAPITAL (O&G) II, LLC**, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
 Notary Public in and for the State of \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_



## ACKNOWLEDGEMENTS

STATE OF TEXAS §  
 COUNTY OF MIDLAND §

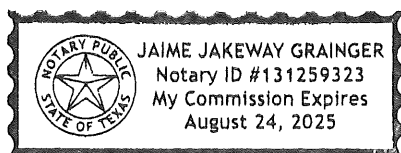
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Sean Johnson, attorney-in-fact of **COG Operating LLC**, a Delaware Limited Liability Company, on behalf of same.

\_\_\_\_\_  
 Notary Public in and for the State of Texas

My Commission Expires: 2-14-2023

STATE OF TEXAS §  
 COUNTY OF DALLAS §

This instrument was acknowledged before me on the 14<sup>th</sup> of April, 2022 by Craig N. Adams, as Executive Vice President & COO of **MRC PERMIAN COMPANY**, a Texas corporation, on behalf of same.



Jaime Jakeway Grainger  
 Notary Public in and for the State of TEXAS  
 My Commission Expires: 8.24.2025

STATE OF \_\_\_\_\_ §  
 COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of **CHIEF CAPITAL (O&G) II, LLC**, a \_\_\_\_\_, on behalf of same.

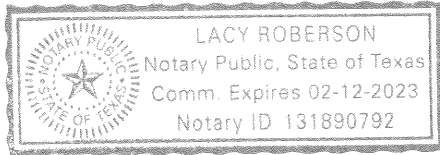
\_\_\_\_\_  
 Notary Public in and for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



STATE OF Texas §  
COUNTY OF Dallas §

This instrument was acknowledged before me on the 3rd of November, 2020, by  
Walt Nixon, as Vice President of  
**CHIEF CAPITAL (O&G) II, LLC**, a Texas limited liability company, on behalf of same.



Lacy Roberson  
Notary Public in and for the State of Texas  
My Commission Expires: 2/12/23

*Acknowledgments cont.*

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of  
**ENERGEN RESOURCES CORPORATION**, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



STATE OF \_\_\_\_\_ §  
 COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of **CHIEF CAPITAL (O&G) II, LLC**, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
 Notary Public in and for the State of \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

*Acknowledgments cont.*

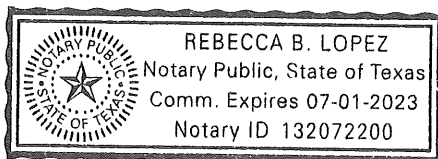
STATE OF \_\_\_\_\_ §  
 COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
 Notary Public in and for the State of \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

STATE OF Texas §  
 COUNTY OF Midland §

This instrument was acknowledged before me on the 3<sup>rd</sup> of February, 2021, by Tom F. Hawkins, as Executive Vice President - land of **ENERGEN RESOURCES CORPORATION**, a Delaware corporation, on behalf of same.



[Signature]  
 Notary Public in and for the State of Texas  
 My Commission Expires: 07-01-2023



STATE OF \_\_\_\_\_ §  
 COUNTY OF \_\_\_\_\_ §

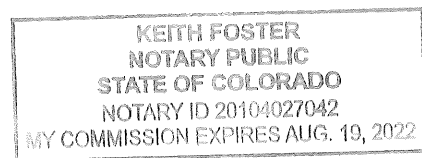
This instrument was acknowledged before me on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of **ENERGEN RESOURCES CORPORATION**, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
 Notary Public in and for the State of \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

STATE OF Colorado §  
 COUNTY OF Denver §

This instrument was acknowledged before me on the 16th of March, 20\_\_, by Dr. Christopher Dylis, as Vice President of **FAMILY TREE CORPORATION**, a Wyoming corporation, on behalf of same.

Keith Foster  
 Notary Public in and for the State of Colorado  
 My Commission Expires: 8/19/2022





Communitized depths are hereby limited to the Wolfbone Pool





**EXHIBIT "B"**

To Communitization Agreement Dated October 1, 2020, embracing the following described land in Lot 2, SW/4NE/4, W/2SE/4 of Section 4 and W/2E/2 of Section 9, T25S – R35E and the W/2SE/4 of Section 33, T24S-R35E, N.M.P.M., Lea County, New Mexico  
Communitized depths are hereby limited to the Wolfbone Pool

Operator of Communitized Area: **COG Operating LLC**

**DESCRIPTION OF LEASES COMMITTED****TRACT 1****LEASE 1**

Date:	November 1, 2018	
Term:	Ten (10) Years	
Recorded:	Unrecorded	
Lessor:	<b>United States of America NMNM 138894</b>	
Original Lessee:	MRC Permian Company	
Current Lessee:	MRC Permian Company	
Lands:	<u>Township 24 South, Range 35 East, N.M.P.M</u> Section 33: W/2SE/4	
Number of Acres:	80.0	
Royalty Rate:	12.5%	
WI Owner Names and Interests:	MRC Permian Company	100% (Record Title and Operating Rights)
ORRI Owners:	None	

**TRACTS 2, 3 & 4****LEASE 2**

Date:	July 1, 2014	
Term:	Six (6) Years	
Recorded:	Volume 2151, Page 33	
Lessor:	<b>Robert E. Landreth and wife, Donna P. Landreth</b>	
Original Lessee:	COG Operating LLC	
Current Lessee:	COG Operating LLC	
Lands:	<u>Township 25 South, Range 35 East, N.M.P.M</u> Section 4: Lot 2, SW/4NE/4, W/2SE/4	
Number of Acres:	160.83	
Royalty Rate:	25%	
WI Owner Names and Interests:	COG Operating LLC	100%
ORRI Owners:	None	

**LEASE 3**

Date:	May 1, 2019	
Term:	Three (3) Years	
Recorded:	Volume 2149, Page 81	
Lessor:	<b>Johnny Joe Crowley</b>	
Original Lessee:	SVR Oil & Gas, LLC	
Current Lessee:	COG Operating LLC	
Lands:	<u>Township 25 South, Range 35 East, N.M.P.M</u> Section 4: Lot 2, SW/4NE/4, W/2SE/4	
Number of Acres:	160.83	
Royalty Rate:	25%	
WI Owner Names and Interests:	COG Operating LLC	100%
ORRI Owners:	SVR Oil & Gas, LLC	



**LEASE 4**

Date: May 1, 2019  
 Term: Three (3) Years  
 Recorded: Volume 2149, Page 80  
 Lessor: **Lynn Masters**  
 Original Lessee: SVR Oil & Gas, LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
           Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: SVR Oil & Gas, LLC

**LEASE 5**

Date: October 1, 2019  
 Term: Three (3) Years  
 Recorded: Volume 2162, Page 261  
 Lessor: **Shawn C. Willmon**  
 Original Lessee: Jetstream New Mexico, LLC  
 Current Lessee: Jetstream New Mexico, LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
           Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: Jetstream New Mexico, LLC 100%  
 ORRI Owners: None

**LEASE 6**

Date: October 1, 2019  
 Term: Three (3) Years  
 Recorded: Volume 2162, Page 260  
 Lessor: **Crystal M. Lucio**  
 Original Lessee: Jetstream New Mexico, LLC  
 Current Lessee: Jetstream New Mexico, LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
           Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: Jetstream New Mexico, LLC 100%  
 ORRI Owners: None

**LEASE 7**

Date: October 3, 2019  
 Term: Three (3) Years  
 Recorded: Volume 2157, Page 994  
 Lessor: **Betty McConnell**  
 Original Lessee: Jetstream New Mexico, LLC  
 Current Lessee: Chief Capital (O&G) II, LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
           Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: Chief Capital (O&G) II, LLC 100%  
 ORRI Owners: None



**LEASE 8**

Date: October 3, 2019  
 Term: Three (3) Years  
 Recorded: Volume 2157, Page 995  
 Lessor: **David Martinez**  
 Original Lessee: Jetstream New Mexico, LLC  
 Current Lessee: Chief Capital (O&G) II, LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: Chief Capital (O&G) II, LLC 100%  
 ORRI Owners: None

**LEASE 9**

Date: October 3, 2019  
 Term: Three (3) Years  
 Recorded: Volume 2157, Page 996  
 Lessor: **John Crowley, Jr.**  
 Original Lessee: Jetstream New Mexico, LLC  
 Current Lessee: Chief Capital (O&G) II, LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: Chief Capital (O&G) II, LLC 100%  
 ORRI Owners: None

**LEASE 10**

Date: September 6, 2016  
 Term: Three (3) Years  
 Recorded: Volume 2063, Page 39  
 Lessor: **Wanda J. Ithaca**  
 Original Lessee: Black Mountain Operating, LLC  
 Current Lessee: Marathon Oil Permian Company  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: Marathon Oil Permian, LLC 100%  
 ORRI Owners: None

**LEASE 11**

Date: September 9, 2016  
 Term: Three (3) Years  
 Recorded: Volume 2072, Page 853  
 Lessor: **Jerald Ray Buntin**  
 Original Lessee: Black Mountain Operating, LLC  
 Current Lessee: Marathon Oil Permian Company  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: Marathon Oil Permian, LLC 100%  
 ORRI Owners: None



**LEASE 12**

Date: September 13, 2016  
 Term: Three (3) Years  
 Recorded: Volume 2063, Page 22  
 Lessor: **Linda Kay Buntin Arrington**  
 Original Lessee: Black Mountain Operating, LLC  
 Current Lessee: Marathon Oil Permian Company  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: Marathon Oil Permian, LLC 100%  
 ORRI Owners: None

**LEASE 13**

Date: September 9, 2016  
 Term: Three (3) Years  
 Recorded: Volume 2063, Page 20  
 Lessor: **Terri Pool**  
 Original Lessee: Black Mountain Operating, LLC  
 Current Lessee: Marathon Oil Permian Company  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: Marathon Oil Permian, LLC 100%  
 ORRI Owners: None

**LEASE 14**

Date: September 15, 2020  
 Term: Three (3) Years  
 Recorded: Volume 2170, Page 818  
 Lessor: **Shamrock Royalty, L.P.**  
 Original Lessee: COG Operating LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None

**LEASE 15**

Date: October 1, 2020  
 Term: Three (3) Years  
 Recorded: Volume 2175 , Page 193  
 Lessor: **Douglas Clayton Noll, SSP**  
 Original Lessee: COG Operating LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Insofar and only insofar as said lease covers:  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None



**LEASE 16**

Date: December 1, 2020  
 Term: Three (3) Years  
 Recorded: Volume 2175, Page 193  
 Lessor: **Federation for American Immigration Reform**  
 Original Lessee: COG Operating LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Insofar and only insofar as said lease covers:  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None

**LEASE 17**

Date: October 1, 2020  
 Term: Three (3) Years  
 Recorded: Volume 2174, Page 70 (Memorandum of Oil & Gas Lease)  
 Lessor: **Jenniafer Walters nee Gower, SSP**  
 Original Lessee: COG Operating LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Insofar and only insofar as said lease covers:  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None

**LEASE 18**

Date: October 1, 2020  
 Term: Three (3) Years  
 Recorded: Volume 2174, Page 66 (Memorandum of Oil & Gas Lease)  
 Lessor: **Kyle Remington Dennis**  
 Original Lessee: COG Operating LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Insofar and only insofar as said lease covers:  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None

**LEASE 19**

Date: October 1, 2020  
 Term: Three (3) Years  
 Recorded: Volume 2173, Page 459 (Memorandum of Oil & Gas Lease)  
 Lessor: **Larry Beach**  
 Original Lessee: COG Operating LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Insofar and only insofar as said lease covers:  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None



**LEASE 20**

Date: October 1, 2020  
 Term: Three (3) Years  
 Recorded: Volume 2174, Page 141 (Memorandum of Oil & Gas Lease)  
 Lessor: **Stephen Charles Dennis, SSP**  
 Lessee: COG Operating LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Insofar and only insofar as said lease covers:  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None

**LEASE 21**

Date: January 1, 2021  
 Term: Three (3) Years  
 Recorded: Volume 2177, Page 339 (Memorandum of Oil & Gas Lease)  
 Lessor: **William Meadows, SSP**  
 Lessee: COG Operating LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Insofar and only insofar as said lease covers:  
 Section 4: NW/4SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None

**LEASE 22**

Date: October 1, 2020  
 Term: Three (3) Years  
 Recorded: Volume 2175, Page 426 (Memorandum of Oil & Gas Lease)  
 Lessor: **Woodrow W. Renwick, SSP**  
 Lessee: COG Operating LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Insofar and only insofar as said lease covers:  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None

**LEASE 23**

Date: November 23, 2021, but effective August 1, 2021  
 Term: Three (3) Years  
 Recorded: Book 2191, Page 410  
 Lessor: **Arthur E. Thompson, SSP**  
 Lessee: COG Operating LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Insofar and only insofar as said lease covers:  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None



**LEASE 24**

Date: November 1, 2020  
 Term: Three (3) Years  
 Recorded: Volume 2174, Page 88 (Memorandum of Oil & Gas lease)  
 Lessor: **Advent Christian Village, Inc.**  
 Original Lessee: COG Operating LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Insofar and only insofar as said lease covers:  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None

**LEASE 25**

Date: August 1, 2021  
 Term: Three (3) Years  
 Recorded: Book 2185 , Page 719  
 Lessor: **Aisha Campbell, SSP**  
 Lessee: COG Operating LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Insofar and only insofar as said lease covers:  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None

**LEASE 26**

Date: August 1, 2021  
 Term: Three (3) Years  
 Recorded: Book 2185, Page 735  
 Lessor: **Broos Duane Campbell, SSP, but joined pro forma by spouse Julie Palmer**  
 Lessee: COG Operating LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Insofar and only insofar as said lease covers:  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None

**LEASE 27**

Date: October 30, 2019  
 Term: Three (3) Years  
 Recorded: Book 2159, Page 250 (Memorandum of Oil & Gas Lease)  
 Lessor: **Sheila Darlene Jackson, Individually and as Life Tennant**  
 Lessee: COG Operating LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Insofar and only insofar as said lease covers:  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.81  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None



**LEASE 28**

Date: October 1, 2020  
 Term: Three (3) Years  
 Recorded: Book 2172 , Page 557 (Memorandum of Oil & Gas Lease)  
 Lessor: **Marjorie Ella Chapman, nee Woodard**  
 Lessee: COG Operating LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Insofar and only insofar as said lease covers:  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.81  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None

**LEASE 29**

Date: August 1, 2021  
 Term: Three (3) Years  
 Recorded: Book 2184, Page 648  
 Lessor: **Cameron Clay Campbell, SSP**  
 Lessee: COG Operating LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Insofar and only insofar as said lease covers:  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None

**LEASE 30**

Date: April 12, 2018  
 Term: Three (3) Years  
 Recorded: Volume 2132, Page 619  
 Lessor: **Headwaters Minerals II, LP**  
 Original Lessee: OneEnergy Partners Operating, LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Section 4: NW/4SE/4  
 Number of Acres: 40.00  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None

**LEASE 31**

Date: April 12, 2018  
 Term: Three (3) Years  
 Recorded: Volume 2132, Page 620  
 Lessor: **Encanto Minerals, LLC**  
 Original Lessee: OneEnergy Partners Operating, LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Section 4: NW/4SE/4  
 Number of Acres: 40  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None



**LEASE 32**

Date: August 1, 2021  
 Term: Three (3) Years  
 Recorded: Book 2173, Page 457 (Memorandum of Oil & Gas Lease)  
 Lessor: **Clayton Roy Willmon, SSP**  
 Lessee: COG Operating LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Insofar and only insofar as said lease covers:  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None

**LEASE 33**

Date: August 1, 2021  
 Term: Three (3) Years  
 Recorded: Book 2185, Page 734  
 Lessor: **Frederick W. Campbell-Craven, SSP, but joined pro forma by spouse Katherine A. Campbell-Craven**  
 Lessee: COG Operating LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Insofar and only insofar as said lease covers:  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None

**LEASE 34**

Date: November 23, 2021  
 Term: Three (3) Years  
 Recorded: Book 2191, Page 464  
 Lessor: **Jane Martinec, SSP**  
 Lessee: COG Operating LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Insofar and only insofar as said lease covers:  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None

**LEASE 35**

Date: October 1, 2020  
 Term: Three (3) Years  
 Recorded: Book 2174, Page 739 (Memorandum of Oil & Gas lease)  
 Lessor: **Michael Earl Hale**  
 Lessee: COG Operating LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Insofar and only insofar as said lease covers:  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None



**LEASE 36**

Date: November 23, 2021  
 Term: Three (3) Years  
 Recorded: Book , Page  
 Lessor: **Nancy Thompson Soucy**  
 Lessee: COG Operating LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Insofar and only insofar as said lease covers:  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None

**LEASE 37**

Date: October 1, 2020  
 Term: Three (3) Years  
 Recorded: Book 2173, Page 458 (Memorandum of Oil & Gas Lease)  
 Lessor: **Robert Shannon Gower**  
 Lessee: COG Operating LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Insofar and only insofar as said lease covers:  
 Section 4: Lot 2, SW/4NE/4, W/2SE/4  
 Number of Acres: 160.83  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None

**LEASE 38**

Date: December 12, 2017  
 Term: Three (3) Years  
 Recorded: Volume 2131, Page 490  
 Lessor: **Shelly K. Jackson**  
 Original Lessee: Jetstream Oil and Gas Partners, LP  
 Current Lessee: MRC Permian Company  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Section 4: NW/4SE/4  
 Number of Acres: 40  
 Royalty Rate: 25%  
 WI Owner Names and Interests: MRC Permian Company 100%  
 ORRI Owners: None

**LEASE 39**

Date: December 1, 2017  
 Term: Three (3) Years  
 Recorded: Volume 1110, Page 430  
 Lessor: **Michael O. Boren**  
 Original Lessee: Jetstream Oil and Gas Partners, LP  
 Current Lessee: MRC Permian Company  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Section 4: NW/4SE/4  
 Number of Acres: 40  
 Royalty Rate: 25%  
 WI Owner Names and Interests: MRC Permian Company 100%  
 ORRI Owners: None



**LEASE 40**

Date: January 1, 2021  
 Term: Three (3) Years  
 Recorded: Volume 2178, Page 9 (Memorandum of Oil and Gas Lease)  
 Lessor: **Leslie A. Amestoy**  
 Original Lessee: COG Operating LLC  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
           Section 4: NW/4SE/4  
 Number of Acres: 40.00  
 Royalty Rate: 25%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None

**LEASE 41**

Date: December 12, 2017  
 Term: Three (3) Years  
 Recorded: Volume 2131, Page 492  
 Lessor: **Terry L. Boren f/k/a Terry L. Rupert**  
 Original Lessee: Jetstream Oil and Gas Partners, LP  
 Current Lessee: MRC Permian Company  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
           Section 4: NW/4SE/4  
 Number of Acres: 40  
 Royalty Rate: 25%  
 WI Owner Names and Interests: MRC Permian Company 100%  
 ORRI Owners: None

**LEASE 42**

Date: September 13, 2016  
 Term: Three (3) Years  
 Recorded: Volume 2063, Page 16  
 Lessor: **Piper Nelms**  
 Original Lessee: Black Mountain Operating, LLC  
 Current Lessee: Marathon Oil Permian, LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
           Section 4: NW/4SE/4  
 Number of Acres: 40  
 Royalty Rate: 25%  
 WI Owner Names and Interests: Marathon Oil Permian, LLC 100%  
 ORRI Owners: None

**LEASE 43**

Date: September 13, 2016  
 Term: Three (3) Years  
 Recorded: Volume 2063, Page 17  
 Lessor: **Tara L. Keene**  
 Original Lessee: Black Mountain Operating, LLC  
 Current Lessee: Marathon Oil Permian, LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
           Section 4: NW/4SE/4  
 Number of Acres: 40  
 Royalty Rate: 25%  
 WI Owner Names and Interests: Marathon Oil Permian, LLC 100%  
 ORRI Owners: None



**LEASE 44**

Date: August 16, 2016  
 Term: Three (3) Years  
 Recorded: Volume 2063, Page 47  
 Lessor: **Ann Le Bell**  
 Original Lessee: Black Mountain Operating, LLC  
 Current Lessee: Marathon Oil Permian, LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Section 4: NW/4SE/4  
 Number of Acres: 40  
 Royalty Rate: 25%  
 WI Owner Names and Interests: Marathon Oil Permian, LLC 100%  
 ORRI Owners: None

**LEASE 45**

Date: August 17, 2016  
 Recorded: Volume 2072, Page 842  
 Lessor: **Ronald Pennington**  
 Original Lessee: Black Mountain Operating, LLC  
 Current Lessee: Marathon Oil Permian, LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Section 4: NW/4SE/4  
 Number of Acres: 40  
 Royalty Rate: 25%  
 WI Owner Names and Interests: Marathon Oil Permian, LLC 100%  
 ORRI Owners: None

**LEASE 46**

Date: March 19, 2013  
 Term: Three (3) Years  
 Recorded: Volume 1829, Page 143  
 Lessor: **Mr. David W. Matkins, SSP**  
 Original Lessee: Energen Resources Corporation  
 Current Lessee: Energen Resources Corporation  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Section 4: NW/4SE/4  
 Number of Acres: 40  
 Royalty Rate: 25%  
 WI Owner Names and Interests: Energen Resources Corporation 100%  
 ORRI Owners: None

**LEASE 47**

Date: May 8, 2018  
 Term: Three (3) Years  
 Recorded: Volume 2134, Page 821  
 Lessor: **Hendrick Medical Center**  
 Original Lessee: SVR Oil & Gas, LLC  
 Current Lessee: MRC Permian Company  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Section 4: SW/4SE/4  
 Number of Acres: 40  
 Royalty Rate: 24%  
 WI Owner Names and Interests: MRC Permian Company 100%  
 ORRI Owners: None



**Parties subject to Compulsory Pooling Order R-21619**

JPMorgan Chase Bank, N.A., Trustee of the Joe and Jessie Crump Fund  
 Jerry Ron Dennis, separate property  
 Tina Carol Villines, separate property  
 Alicia Jo Gower (Coble), separate property  
 Connor Gower, separate property  
 Estate of Bill W. Echols, Deceased  
 Estate of Jeannette Echols Thompson, Deceased, presumably Arthur E. Thompson, Jr.  
 Estate of Jeannette Echols Thompson, Deceased, presumably Jane Martinec  
 Estate of Jeannette Echols Thompson, Deceased, presumably Nancy Thompson Soucy  
 Estate of Diane Russell, Deceased  
 Estate of Patrick Bronson, Deceased  
 The heirs and/or devisees of Hubert Stockton and Lucille G. Stockton, both deceased  
 Mozell Tidwell, separate property  
 Rebecca Susan Dean, separate property  
 Sandra Lynn Jones, separate property  
 Shanda Danielle Willmon, separate property  
 Nicholas C. Moran, separate property  
 Katie Marie Moran, separate property  
 Gloria Bumgarner, separate property (daughter of Constance Vale Tracy)  
 Susan Grenier, separate property (daughter of Constance Vale Tracy)  
 Lori Denman, separate property (daughter of Constance Vale Tracy)  
 Drew Tracy, separate property (son of Constance Vale Tracy)  
 Earth Justice Legal Defense Fund  
 Weatherford College Development Foundation  
 Natural Resources Defense Council, Inc.  
 Amnesty International of USA Inc.  
 Toward Utility Rate Normalization of Los Angeles  
 American Diabetes Association  
 Howard Jarvis Tax Association  
 Greenpeace International Inc.  
 Jon C. Beach, separate property  
 Grant S. Pyle, III, separate property  
 Douglas Q. Willmon, separate property  
 David Clay Willmon, III, separate property (son of D. C. Willmon, Jr.)  
 Richard C. Parish, separate property (son of Geraldine N. Parish)  
 Gregg M. Parish, separate property (son of Geraldine N. Parish)  
 Geraldine A. Wallace, a/k/a Geraldine A. Johnston, separate property (daughter of Geraldine N. Parish)  
 Estate of Gloria L. Blakely, Deceased, presumably Richard S. Blakely  
 Estate of Gloria L. Blakely, Deceased, presumably Robert Jack Blakely  
 Estate of Gloria L. Blakely, Deceased, presumably David Michael Blakely  
 Estate of Gloria L. Blakely, Deceased, presumably Beverly Blakely-Hutton  
 Bradford "Rocky" Jones, separate property  
 Ashley Holt Mitchell, separate property (daughter of Debra Holt)  
 Tiffany Feet, separate property (daughter of Debra Holt)  
 Tina Martin, separate property (daughter of Debra Holt)  
 Billy L. Etcheson, separate property  
 Jerry Glenn Ithaca, separate property  
 The Trustee of the Estie Shelpman Testamentary Trust

**Parties with unleased minerals as to Tract 3**

Family Tree Corporation



**TRACT 5****LEASE 48**

Date: March 26, 2010  
 Term: Five (5) Years  
 Recorded: Volume 1673, Page 783  
 Lessor: **Debbie Lynn Stewart Wattier, SSP**  
 Original Lessee: O'Brien Oil and Gas, Inc., a Texas Corporation  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Section 9: W/2NE/4  
 Number of Acres: 80  
 Royalty Rate: 16.66666667%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: Chilmark Properties, LLC  
 CrownRock Minerals, L.P.  
 McMullen Minerals, LLC  
 Pegasus Resources, LLC

**LEASE 49**

Date: March 26, 2010  
 Term: Five (5) Years  
 Recorded: Volume 1673, Page 785  
 Lessor: **Jan Marie Stewart Jones, SSP**  
 Original Lessee: O'Brien Oil and Gas, Inc., a Texas Corporation  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Section 9: W/2NE/4  
 Number of Acres: 80  
 Royalty Rate: 16.66666667%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: Chilmark Properties, LLC  
 CrownRock Minerals, L.P.  
 McMullen Minerals, LLC  
 Pegasus Resources, LLC

**TRACT 6****LEASE 50**

Date: January 1, 2011  
 Term: Ten (10) Years  
 Recorded: Volume 2110, Page 849  
 Lessor: **United States of America NMNM 125658**  
 Original Lessee: Yates Petroleum Corp., ABO Petroleum Corp., MYCO Industries, Inc.  
 Current Lessee: COG Operating LLC  
 Lands: Township 25 South, Range 35 East, N.M.P.M  
 Section 9: W/2SE/4  
 Number of Acres: 80  
 Royalty Rate: 12.5%  
 WI Owner Names and Interests: COG Operating LLC 100% (Record Title and Operating Rights)  
 ORRI Owners: None



**RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	80	19.958586%
2	80.83	20.165656%
3	40	9.979293%
4	40	9.979293%
5	80	19.958586%
6	80	19.958586%
<b>Total</b>	<b>400.83</b>	<b>100.000000%</b>



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

**IN THE MATTER OF APPLICATION FOR  
COMPULSORY POOLING SUBMITTED BY  
COG OPERATING, LLC**

**CASE NO. 21539  
ORDER NO. R-21619**

**ORDER**

The Director of the New Mexico Oil Conservation Division ("OCD"), having heard this matter through a Hearing Examiner on December 3, 2020, and after considering the testimony, evidence, and recommendation of the Hearing Examiner, issues the following Order.

**FINDINGS OF FACT**

1. COG Operating, LLC ("Operator") submitted an application ("Application") to compulsory pool the uncommitted oil and gas interests within the spacing unit ("Unit") described in Exhibit A. The Unit is expected to be a standard horizontal spacing unit. 19.15.16.15(B) NMAC. Operator seeks to be designated the operator of the Unit.
2. Operator will dedicate the well(s) described in Exhibit A ("Well(s)") to the Unit.
3. Operator proposes the supervision and risk charges for the Well(s) described in Exhibit A.
4. Operator identified the owners of uncommitted interests in oil and gas minerals in the Unit and provided evidence that notice was given.
5. The Application was heard by the Hearing Examiner on the date specified above, during which Operator presented evidence through affidavits in support of the Application. No other party presented evidence at the hearing.

**CONCLUSIONS OF LAW**

6. OCD has jurisdiction to issue this Order pursuant to NMSA 1978, Section 70-2-17.
7. Operator is the owner of an oil and gas working interest within the Unit.
8. Operator satisfied the notice requirements for the Application and the hearing as required by 19.15.4.12 NMAC.
9. OCD satisfied the notice requirements for the hearing as required by 19.15.4.9 NMAC.



10. Operator has the right to drill the Well(s) to a common source of supply at the depth(s) and location(s) in the Unit described in Exhibit A.
11. The Unit contains separately owned uncommitted interests in oil and gas minerals.
12. Some of the owners of the uncommitted interests have not agreed to commit their interests to the Unit.
13. The pooling of uncommitted interests in the Unit will prevent waste and protect correlative rights, including the drilling of unnecessary wells.
14. This Order affords to the owner of an uncommitted interest the opportunity to produce his just and equitable share of the oil or gas in the pool.

### **ORDER**

15. The uncommitted interests in the Unit are pooled as set forth in Exhibit A.
16. The Unit shall be dedicated to the Well(s) set forth in Exhibit A.
17. Operator is designated as operator of the Unit and the Well(s).
18. If the location of a well will be unorthodox under the spacing rules in effect at the time of completion, Operator shall obtain the OCD's approval for a non-standard location in accordance with 19.15.16.15(C) NMAC.
19. The Operator shall commence drilling the Well(s) within one year after the date of this Order, and complete each Well no later than one (1) year after the commencement of drilling the Well.
20. This Order shall terminate automatically if Operator fails to comply with Paragraph 19 unless Operator obtains an extension by amending this Order for good cause shown.
21. The infill well requirements in 19.15.13.9 NMAC through 19.15.13.12 NMAC shall be applicable.
22. Operator shall submit each owner of an uncommitted working interest in the pool ("Pooled Working Interest") an itemized schedule of estimated costs to drill, complete, and equip the well ("Estimated Well Costs").
23. No later than thirty (30) days after Operator submits the Estimated Well Costs, the owner of a Pooled Working Interest shall elect whether to pay its share of the Estimated Well Costs or its share of the actual costs to drill, complete and equip the well ("Actual Well Costs") out of production from the well. An owner of a Pooled Working Interest who elects to pay its share of the Estimated Well Costs shall render payment to Operator no later than thirty (30) days after the expiration of the

CASE NO. 21539  
ORDER NO. R-21619

Page 2 of 7



election period, and shall be liable for operating costs, but not risk charges, for the well. An owner of a Pooled Working Interest who fails to pay its share of the Estimated Well Costs or who elects to pay its share of the Actual Well Costs out of production from the well shall be considered to be a "Non-Consenting Pooled Working Interest."

24. No later than one hundred eighty (180) days after Operator submits a Form C-105 for a well, Operator shall submit to each owner of a Pooled Working Interest an itemized schedule of the Actual Well Costs. The Actual Well Costs shall be considered to be the Reasonable Well Costs unless an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Reasonable Well Costs after public notice and hearing.
25. No later than sixty (60) days after the expiration of the period to file a written objection to the Actual Well Costs or OCD's order determining the Reasonable Well Costs, whichever is later, each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs shall pay to Operator its share of the Reasonable Well Costs that exceed the Estimated Well Costs, or Operator shall pay to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs its share of the Estimated Well Costs that exceed the Reasonable Well Costs.
26. The reasonable charges for supervision to drill and produce a well ("Supervision Charges") shall not exceed the rates specified in Exhibit A, provided however that the rates shall be adjusted annually pursuant to the COPAS form entitled "Accounting Procedure-Joint Operations."
27. No later than within ninety (90) days after Operator submits a Form C-105 for a well, Operator shall submit to each owner of a Pooled Working Interest an itemized schedule of the reasonable charges for operating and maintaining the well ("Operating Charges"), provided however that Operating Charges shall not include the Reasonable Well Costs or Supervision Charges. The Operating Charges shall be considered final unless an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Operating Charges after public notice and hearing.
28. Operator may withhold the following costs and charges from the share of production due to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs: (a) the proportionate share of the Supervision Charges; and (b) the proportionate share of the Operating Charges.
29. Operator may withhold the following costs and charges from the share of production due to each owner of a Non-Consenting Pooled Working Interest: (a) the proportionate share of the Reasonable Well Costs; (b) the proportionate share



of the Supervision and Operating Charges; and (c) the percentage of the Reasonable Well Costs specified as the charge for risk described in Exhibit A.

30. Operator shall distribute a proportionate share of the costs and charges withheld pursuant to paragraph 29 to each Pooled Working Interest that paid its share of the Estimated Well Costs.
31. Each year on the anniversary of this Order, and no later than ninety (90) days after each payout, Operator shall provide to each owner of a Non-Consenting Pooled Working Interest a schedule of the revenue attributable to a well and the Supervision and Operating Costs charged against that revenue.
32. Any cost or charge that is paid out of production shall be withheld only from the share due to an owner of a Pooled Working Interest. No cost or charge shall be withheld from the share due to an owner of a royalty interests. For the purpose of this Order, an unleased mineral interest shall consist of a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest.
33. Except as provided above, Operator shall hold the revenue attributable to a well that is not disbursed for any reason for the account of the person(s) entitled to the revenue as provided in the Oil and Gas Proceeds Payment Act, NMSA 1978, Sections 70-10-1 *et seq.*, and relinquish such revenue as provided in the Uniform Unclaimed Property Act, NMSA 1978, Sections 7-8A-1 *et seq.*
34. The Unit shall terminate if (a) the owners of all Pooled Working Interests reach a voluntary agreement; or (b) the well(s) drilled on the Unit are plugged and abandoned in accordance with the applicable rules. Operator shall inform OCD no later than thirty (30) days after such occurrence.
35. OCD retains jurisdiction of this matter for the entry of such orders as may be deemed necessary.

STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION



ADRIENNE SANDOVAL  
DIRECTOR  
AES/jag

Date: 3/08/2021

CASE NO. 21539  
ORDER NO. R-21619

Page 4 of 7



## Exhibit A

<b>COMPULSORY POOLING APPLICATION CHECKLIST</b>	
<b>ALL INFORMATION IN THE APPLICATION MUST BE SUPPORTED BY SIGNED AFFIDAVITS</b>	
<b>Case: 21539</b>	<b>APPLICANT'S RESPONSE</b>
<b>Date</b>	<b>December 3, 2020</b>
<b>Applicant</b>	<b>COG Operating LLC</b>
<b>Designated Operator &amp; OGRID (affiliation if applicable)</b>	<b>COG Operating LLC, 229137</b>
<b>Applicant's Counsel:</b>	<b>Dana S. Hardy, Hinkle Shanor LLP</b>
<b>Case Title:</b>	<b>Application of COG Operating LLC for Compulsory Pooling, Lea County, New Mexico</b>
<b>Entries of Appearance/Intervenors:</b>	<b>None</b>
<b>Well Family</b>	<b>Fez</b>
<b>Formation/Pool</b>	
<b>Formation Name(s) or Vertical Extent:</b>	<b>Wolfbone Pool</b>
<b>Primary Product (Oil or Gas):</b>	<b>Oil</b>
<b>Pooling this vertical extent:</b>	<b>Third Bone Spring, Wolfcamp A</b>
<b>Pool Name and Pool Code:</b>	<b>Wolfbone, Code 98098, WC-025 G-09 S243532M</b>
<b>Well Location Setback Rules:</b>	<b>Statewide Horizontal Well Rules</b>
<b>Spacing Unit Size:</b>	<b>400.83 acres</b>
<b>Spacing Unit</b>	
<b>Type (Horizontal/Vertical)</b>	<b>Horizontal</b>
<b>Size (Acres)</b>	<b>400.83 acres</b>
<b>Building Blocks:</b>	<b>40 acres</b>
<b>Orientation:</b>	<b>South to North</b>
<b>Description: TRS/County</b>	<b>W/2 E/2 of Section 9, Township 25 South, Range 35 East, Lot 2, SW/4 NE/4 and W/2 SE/4 of irregular Section 4 (W/2 E/2 equivalent), Township 25 South, Range 35 East, and W/2 SE/4 of Section 33, Township 24 South, Range 35 East, Lea County</b>
<b>Standard Horizontal Well Spacing Unit (Y/N), If No, describe</b>	<b>Yes</b>
<b>Other Situations</b>	
<b>Depth Severance: Y/N. If yes, description</b>	<b>No</b>
<b>Proximity Tracts: If yes, description</b>	<b>No</b>
<b>Proximity Defining Well: if yes, description</b>	<b>N/A</b>
<b>Applicant's Ownership in Each Tract</b>	<b>Exhibit A-3</b>
<b>Well(s)</b>	

CASE NO. 21539  
ORDER NO. R-21619

Page 5 of 7



Name & API (if assigned), surface and bottom hole location, footages, completion target, orientation, completion status (standard or non-standard)	Add wells as needed
Well #1	Fez Federal Com #710H (API unassigned); Completion Status: Standard; Target: Wolfbone Pool, approx. 12,400 TVD; SHL: 330' FSL, 1570' FEL (Unit O), S9-T25S-R35E; BHL: 2590' FSL, 1650' FEL (Unit J), S33-T24S-R35E
Well #2	
Horizontal Well First and Last Take Points	FTP: 100' FSL and 1,650' FEL in S9-T25S-R35E LTP: 2,540' FSL and 1,650' FEL in S33-T24S-R35E
Completion Target (Formation, TVD and MD)	Wolfbone Pool, 12,400' TVD and 24,950' TMD
<b>AFE Capex and Operating Costs</b>	
Drilling Supervision/Month \$	\$8,000/Month, Exhibit A
Production Supervision/Month \$	\$800/Month, Exhibit A
Justification for Supervision Costs	Exhibit A
Requested Risk Charge	200%, Exhibit A
<b>Notice of Hearing</b>	
Proposed Notice of Hearing	Exhibit A-1
Proof of Mailed Notice of Hearing (20 days before hearing)	Exhibit A-8
Proof of Published Notice of Hearing (10 days before hearing)	Exhibit A-9
<b>Ownership Determination</b>	
Land Ownership Schematic of the Spacing Unit	Exhibit A-3
Tract List (including lease numbers and owners)	Exhibit A-3
Pooled Parties (including ownership type)	Exhibit A-3
Unlocatable Parties to be Pooled	Exhibit A-3
Ownership Depth Severance (including percentage above & below)	N/A
<b>Joinder</b>	
Sample Copy of Proposal Letter	Exhibit A-4
List of Interest Owners (ie Exhibit A of JOA)	Exhibit A-3

CASE NO. 21539  
ORDER NO. R-21619

Page 6 of 7



Chronology of Contact with Non-Joined Working Interests	Exhibit A-5
Overhead Rates in Proposal Letter	Exhibit A-4
Cost Estimate to Drill and Complete	Exhibit A-7
Cost Estimate to Equip Well	Exhibit A-7
Cost Estimate for Production Facilities	Exhibit A-7
<b>Geology</b>	
Summary (including special considerations)	Exhibit B
Spacing Unit Schematic	Exhibit B-1
Gunbarrel/Lateral Trajectory Schematic	Exhibit B-1
Well Orientation (with rationale)	Exhibit B
Target Formation	Wolfbone Pool, Exhibit B
HSU Cross Section	Exhibit B-4
Depth Severance Discussion	Exhibit A
<b>Forms, Figures and Tables</b>	
C-102	Exhibit A-2
Tracts	Exhibit A-3
Summary of Interests, Unit Recapitulation (Tracts)	Exhibit A-3
General Location Map (including basin)	Exhibit B-1
Well Bore Location Map	Exhibit B-1
Structure Contour Map - Subsea Depth	Exhibit B-2
Cross Section Location Map (including wells)	Exhibit B-3
Cross Section (including Landing Zone)	Exhibit B-4
<b>Additional Information</b>	
Special Provisions/Stipulations	None
<b>CERTIFICATION: I hereby certify that the information provided in this checklist is complete and accurate.</b>	
Printed Name (Attorney or Party Representative):	Dana S. Hardy
Signed Name (Attorney or Party Representative):	
Date:	1-Dec-20

CASE NO. 21539  
ORDER NO. R-21619

Page 7 of 7



**Affidavit of Publication**

STATE OF NEW MEXICO  
COUNTY OF LEA

I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

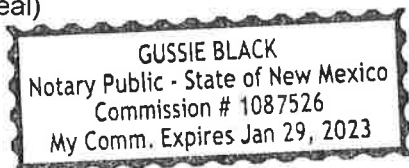
Beginning with the issue dated  
September 15, 2022  
and ending with the issue dated  
September 15, 2022.

  
Publisher

Sworn and subscribed to before me this  
15th day of September 2022.

  
Business Manager

My commission expires  
January 29, 2023  
(Seal)



This newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Laws of 1937 and payment of fees for said

**LEGAL NOTICE**  
September 15, 2022


COG Operating LLC (COG), 2208 West Main Street, Artesia, New Mexico, 88210, is seeking administrative approval from the New Mexico Oil Conservation Division to commingle the oil and gas production from the Fez Federal Com 707H & 710H wells. Said wells are located in Section 9, Township 25 South, Range 35 East, Lea County, New Mexico. The Central Tank Battery (CTB) where production will be commingled is located in Ut P, Section 9-T25S-R35E, Lea County, New Mexico. In the event oil production at the CTB is over capacity or in the case of battery or pipeline repairs, COG is also seeking administrative approval for off-lease measurement at either the Red Hills Off-load Station in Unit O, Section 4-T26S-R32E or the Jal Off-load Station in Unit D, Section 4-T26S-R37E, Lea County, NM. Any interested party who has an objection to this must give notice in writing to the Oil Conservation Division, 1220 South Saint Francis Street, Santa Fe, New Mexico, 87505, within ten (10) days of this notice. Any interested party with questions or comments may contact Sean Miller (432) 685-4352 sean.miller@conocophillips.com at COG Operating LLC, 600 West Illinois, Midland, Texas 79701.  
#38008

67116810

00270830

JEANETTE BARRON  
CONOCO PHILLIPS ACCOUNTS PAYABLE  
P O BOX 2200  
BARTSVILLE, OK 74005-2200



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY															
<ul style="list-style-type: none"><li>■ Complete items 1, 2, and 3.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>		<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Katherine Jess</u></p> <p>C. Date of Delivery <u>6-21-2022</u></p> <p><input type="checkbox"/> Is delivery address different from item 1? <input type="checkbox"/> Yes Delivery address below: <input type="checkbox"/> No</p>															
<p>BUREAU OF LAND MANAGEMENT 414 WEST TAYLOR HOBBS, NM 88240</p>																	
 9590 9402 6479 0346 9352 77		<p>3. Service type</p> <table border="0"><tr><td><input type="checkbox"/> Adult Signature</td><td><input type="checkbox"/> Priority Mail Express®</td></tr><tr><td><input type="checkbox"/> Adult Signature Restricted Delivery</td><td><input type="checkbox"/> Registered Mail™</td></tr><tr><td><input type="checkbox"/> Certified Mail®</td><td><input type="checkbox"/> Registered Mail Restricted Delivery</td></tr><tr><td><input type="checkbox"/> Certified Mail Restricted Delivery</td><td><input type="checkbox"/> Signature Confirmation™</td></tr><tr><td><input type="checkbox"/> Collect on Delivery</td><td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td></tr><tr><td><input type="checkbox"/> Delivery Restricted Delivery</td><td></td></tr><tr><td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td><td></td></tr></table>		<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Delivery Restricted Delivery		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery																
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™																
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																
<input type="checkbox"/> Delivery Restricted Delivery																	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																	
2. Article Number (Track)		Domestic Return Receipt															
7017 3040 0000 1205 2156																	
PS Form 3811, July 2020 PSN 7530-02-000-9053																	



**From:** [McClure, Dean, EMNRD](#) on behalf of [Engineer, OCD, EMNRD](#)  
**To:** [Barron, Jeanette](#)  
**Cc:** [McClure, Dean, EMNRD](#); [Kautz, Paul, EMNRD](#); [Wrinkle, Justin, EMNRD](#); [Powell, Brandon, EMNRD](#); [lisa@rwbyram.com](mailto:lisa@rwbyram.com); [Paradis, Kyle O](#); [Walls, Christopher](#)  
**Subject:** Approved Administrative Order OLM-267  
**Date:** Friday, January 20, 2023 3:30:34 PM  
**Attachments:** [OLM267 Order.pdf](#)

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NMOCD has issued Administrative Order OLM-267 which authorizes COG Operating, LLC (229137) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-46247	Fez Federal Com #710H	W/2 SE/4	33-24S-35E	98098
		W/2 E/2	4-25S-35E	
		W/2 E/2	9-25S-35E	

The administrative order is attached to this email and can also be found online at OCD Imaging.

Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.

Dean McClure  
Petroleum Engineer, Oil Conservation Division  
New Mexico Energy, Minerals and Natural Resources Department  
(505) 469-8211



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

**APPLICATION FOR OFF-LEASE MEASUREMENT  
SUBMITTED BY COG OPERATING, LLC**

**ORDER NO. OLM-267**

**ORDER**

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

**FINDINGS OF FACT**

1. COG Operating, LLC ("Applicant") submitted a complete application to off-lease measure the oil production ("Application") from the wells, pool, and lease identified in Exhibit A.
2. Applicant provided notice of the Application to all persons owning a working interest in the oil production to be off-lease measured in accordance with 19.15.23.9(A)(5) NMAC, and those persons either submitted a written waiver or did not file an objection to the Application.
3. Applicant provided notice of the Application to the Bureau of Land Management or New Mexico State Land Office, as applicable.

**CONCLUSIONS OF LAW**

4. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, and 19.15.23 NMAC.
5. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9(A)(5) NMAC.
6. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

**ORDER**

1. Applicant is authorized to store and measure oil production off-lease from the pools, leases, and wells identified in Exhibit A at a central tank battery described in Exhibit A.
2. The oil production from the wells identified in Exhibit A shall be physically separated from the oil production from other wells and no commingling of production from different leases shall occur in accordance with 19.15.23.9(A)(3) NMAC and 19.15.23.9(A)(4) NMAC, except as otherwise provided in order(s) issued by OCD.
3. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15 NMAC or 19.15.23.8 NMAC.



4. Applicant shall calibrate the meters used to measure or allocate oil production in accordance with 19.15.12.10(C)(2) NMAC.
5. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION**

  
\_\_\_\_\_  
**DYLAN M. FUGE**  
**DIRECTOR (ACTING)**

**DATE:** 1/20/23



State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

Order: **OLM-267**

Operator: **COG Operating, LLC (229137)**

Central Tank Battery: **Fez Federal 9 P East Central Tank Battery**

Central Tank Battery Location: **UL P, Section 9, Township 25 South, Range 35 East**

Central Tank Battery: **Red Hills Offload Station**

Central Tank Battery Location: **UL O, Section 4, Township 26 South, Range 32 East**

Central Tank Battery: **Jal Offload Station**

Central Tank Battery Location: **UL D, Section 4, Township 26 South, Range 37 East**

Gas Title Transfer Meter Location:

### Pools

Pool Name	Pool Code
<b>WC-025 G-09 S243532M; WOLFBONE</b>	<b>98098</b>

### Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
<b>CA Wolfbone NMNM 105770577</b>	<b>W/2 SE/4</b>	<b>33-24S-35E</b>
	<b>W/2 E/2</b>	<b>4-25S-35E</b>
	<b>W/2 E/2</b>	<b>9-25S-35E</b>

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
<b>30-025-46247</b>	<b>Fez Federal Com #710H</b>	<b>W/2 SE/4</b>	<b>33-24S-35E</b>	<b>98098</b>
		<b>W/2 E/2</b>	<b>4-25S-35E</b>	
		<b>W/2 E/2</b>	<b>9-25S-35E</b>	



**District I**  
1625 N. French Dr., Hobbs, NM 88240  
Phone:(575) 393-6161 Fax:(575) 393-0720  
**District II**  
811 S. First St., Artesia, NM 88210  
Phone:(575) 748-1283 Fax:(575) 748-9720  
**District III**  
1000 Rio Brazos Rd., Aztec, NM 87410  
Phone:(505) 334-6178 Fax:(505) 334-6170  
**District IV**  
1220 S. St Francis Dr., Santa Fe, NM 87505  
Phone:(505) 476-3470 Fax:(505) 476-3462

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

CONDITIONS  
  
Action 166259

CONDITIONS

Operator: COG OPERATING LLC 600 W Illinois Ave Midland, TX 79701	OGRID: 229137
	Action Number: 166259
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.	1/20/2023