



ConocoPhillips
2208 West Main Street
Artesia, New Mexico 88210
www.conocophillips.com

December 01, 2022

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

Re: Application for Administrative Approval of Pool Commingle and Off Lease Measurement

Dear Mr. McClure,

COG Operating LLC respectfully requests approval for pool commingling and Off Lease Measurement for the following wells:

White Falcon 16 St Com 12H
API# 30-025-43697
WC-025 G-08 S253540: Bone Spring
Ut. D, Sec. 16-T25S-R35E
Lea County, NM

White Falcon 16 St 13H
API# 30-025-43698
WC-025 G-08 S253540: Bone Spring
Ut. D, Sec. 16-T25S-R35E
Lea County, NM

White Falcon 16 St Com 23H
API# 30-025-43699
WC-025 G-08 S253540: Bone Spring
Ut. D, Sec. 16-T25S-R35E
Lea County, NM

White Falcon 16 St Com 24H
API# 30-025-43700
WC-025 G-08 S253540: Bone Spring
Ut. D, Sec. 16-T25S-R35E
Lea County, NM

Oil Production:

The oil production from all wells will be measured separately by allocation meter prior to being commingled at the Central Tank Battery located in Ut. D, Sec. 16-T25S-R35E. In the event the CTB is over capacity or in the case of battery or pipeline repairs 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 this case, the oil will remain segregated and will be measured by lact meter when offloading at said stations.

Gas Production:

The gas production from all wells will be measured separately by allocation meter prior to being commingled and entering a gas flow line to the gas custody transfer meter at the Central Tank Battery located in Ut. D, Sec. 16-T25S-R35E.

All owners of interest have been notified by certified mail that should they have an objection to this pool commingling, they must file a formal protest with the NMOCD within 20 days of the date of this application. Proof of owner notification and copy of Public Notice is enclosed.

Please see the enclosed Administrative Application Checklist, C-107B Application for Pool Commingling, plats for referenced wells, site facility diagram, maps with lease boundaries showing wells and facility locations, production history and comunization agreement application.

Thank you for your attention to this matter.

Sincerely,

Jeanette Barron

Jeanette Barron
Regulatory Coordinator

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) 476-3460 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 30-025-43697		Pool Code 97088	Pool Name WC-025 G-08 S2535340; BONE SPRING
Property Code 317541	Property Name WHITE FALCON 16 STATE COM		Well Number 12H
OGRID No. 229137	Operator Name COG OPERATING, LLC		Elevation 3258.0'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	16	25-S	35-E		226	NORTH	852	WEST	LEA

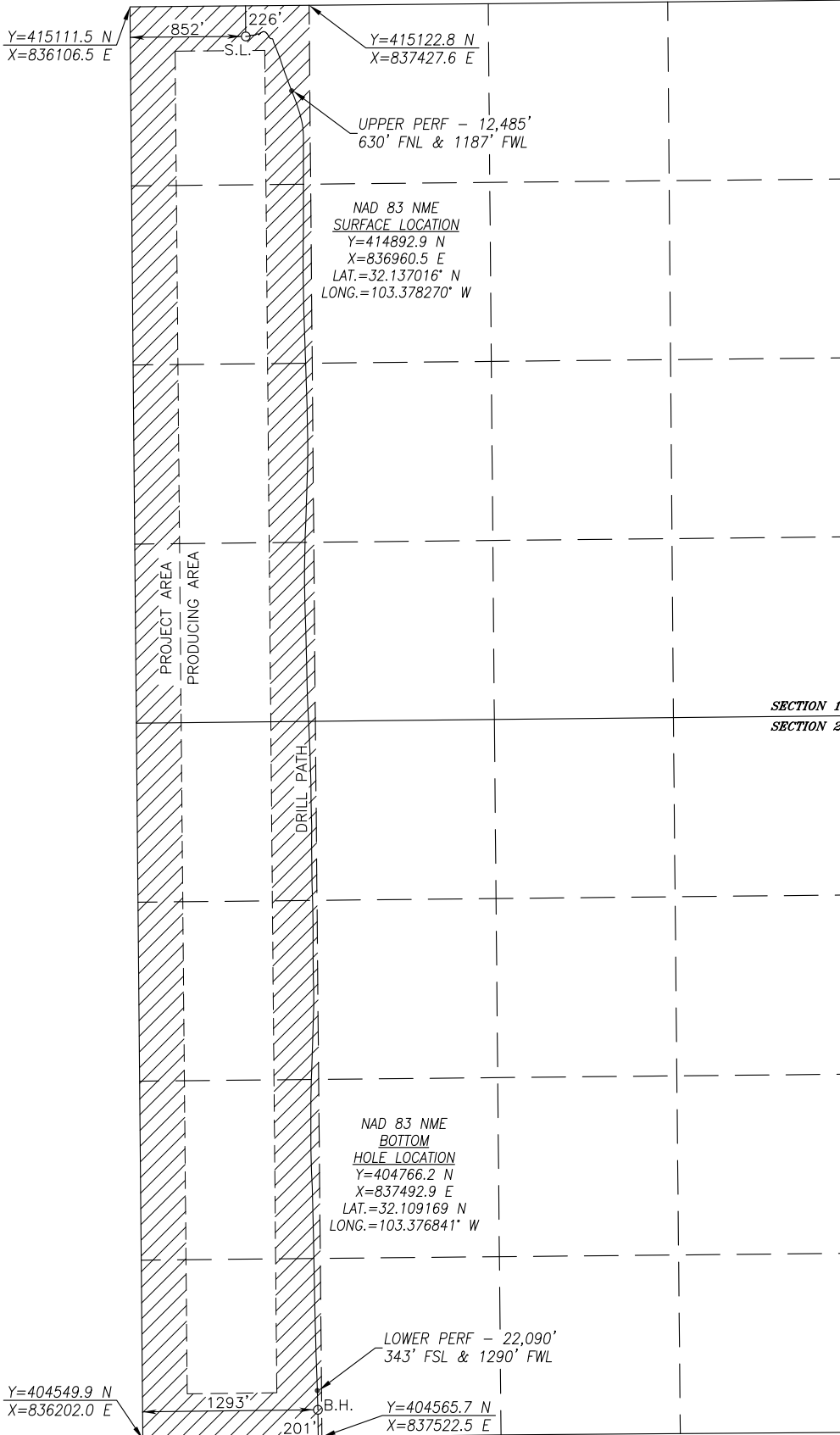
Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	21	25-S	35-E		201	SOUTH	1293	WEST	LEA
Dedicated Acres		Joint or Infill	Consolidation Code		Order No.				

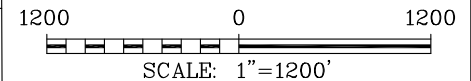
NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

SEE PAGE 2

Property Code	Property Name WHITE FALCON 16 STATE COM	Well Number 12H
OGRID No.	Operator Name COG OPERATING, LLC	Elevation 3258.0'



BOREPATH SHOWN HEREON IS BASED ON
DIRECTIONAL SURVEY REPORT PROVIDED BY
COG OPERATING, LLC. FOR THE WHITE FALCON
16 ST COM #12H SUPPLIED TO HARCROW
SURVEYING, LLC ON AUGUST 14, 2018



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 12.01.22
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.

FEB. 6, 2017/UNKNOWN

Date of Survey/Date of Geographic Survey

Signature & Seal of Professional Surveyor



Chad Harcrow 8/27/18
Certificate No. CHAD HARCROW 17777

PAGE 2 OF 2

W.O. # 18-995

DRAWN BY: AM

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WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-43698	Pool Code 97088	Pool Name WC-025 G-08 S2535340; BONE SPRING
Property Code 317339	Property Name WHITE FALCON 16 STATE	Well Number 13H
OGRID No. 229137	Operator Name COG OPERATING, LLC	Elevation 3257.0'

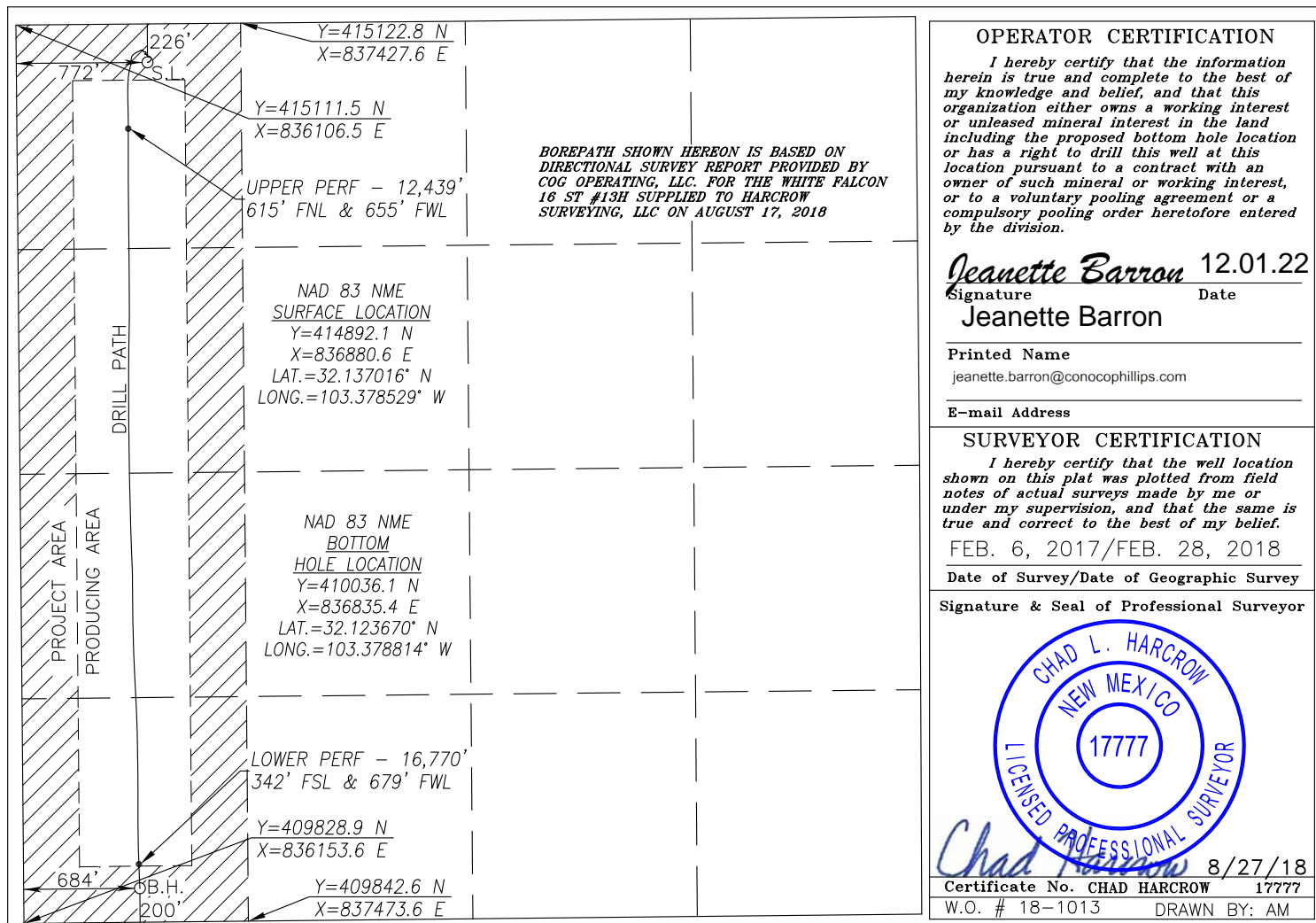
Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	16	25-S	35-E		226	NORTH	772	WEST	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
M	16	25-S	35-E		200	SOUTH	684	WEST	LEA
Dedicated Acres	Joint or Infill	Consolidation Code	Order No.						

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-43699		Pool Code 17980	Pool Name Dogie Draw; Wolfcamp
Property Code 317541	Property Name WHITE FALCON 16 STATE COM		Well Number 23H
OGRID No. 229137	Operator Name COG OPERATING, LLC		Elevation 3257.4'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	16	25-S	35-E		226	NORTH	812	WEST	LEA

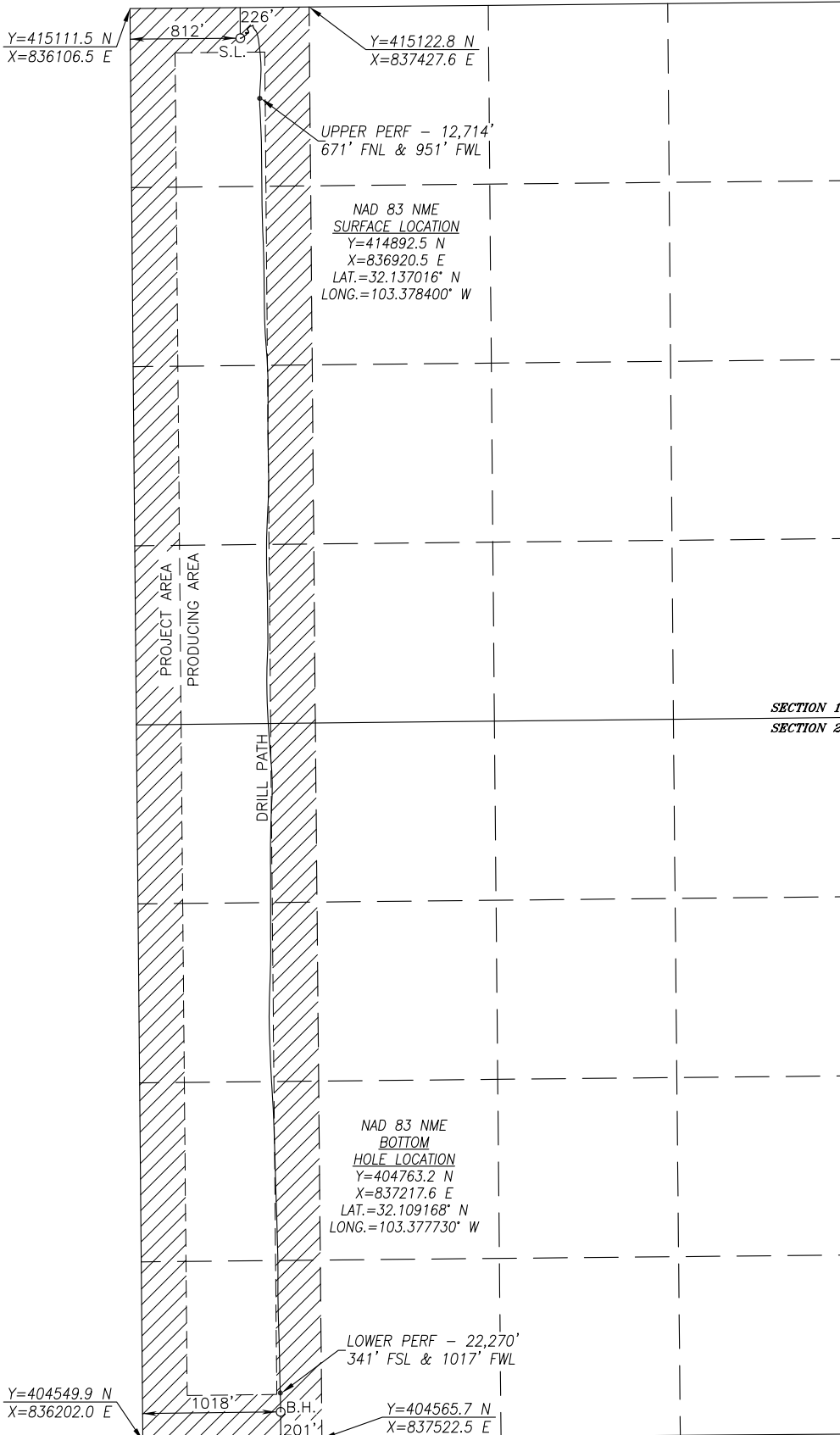
Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	21	25-S	35-E		201	SOUTH	1018	WEST	LEA
Dedicated Acres		Joint or Infill	Consolidation Code		Order No.				

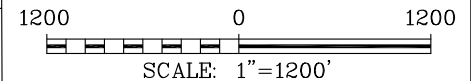
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Property Code	Property Name WHITE FALCON 16 STATE COM	Well Number 23H
OGRID No.	Operator Name COG OPERATING, LLC	Elevation 3257.4'



BOREPATH SHOWN HEREON IS BASED ON DIRECTIONAL SURVEY REPORT PROVIDED BY COG OPERATING, LLC. FOR THE WHITE FALCON 16 ST COM #23H SUPPLIED TO HARCROW SURVEYING, LLC ON AUGUST 14, 2018



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 12.01.22
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.

FEB. 6, 2017/FEB. 19, 2018

Date of Survey/Date of Geographic Survey

Signature & Seal of Professional Surveyor



Chad Harcrow 8/27/18
Certificate No. CHAD HARCROW 17777

PAGE 2 OF 2

W.O. # 18-996

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Revised August 1, 2011
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WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-43700		Pool Code 17980	Pool Name Dogie Draw; Wolfcamp
Property Code 317541	Property Name WHITE FALCON 16 STATE COM		Well Number 24H
OGRID No. 229137	Operator Name COG OPERATING, LLC		Elevation 3255.0'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	16	25-S	35-E		226	NORTH	732	WEST	LEA

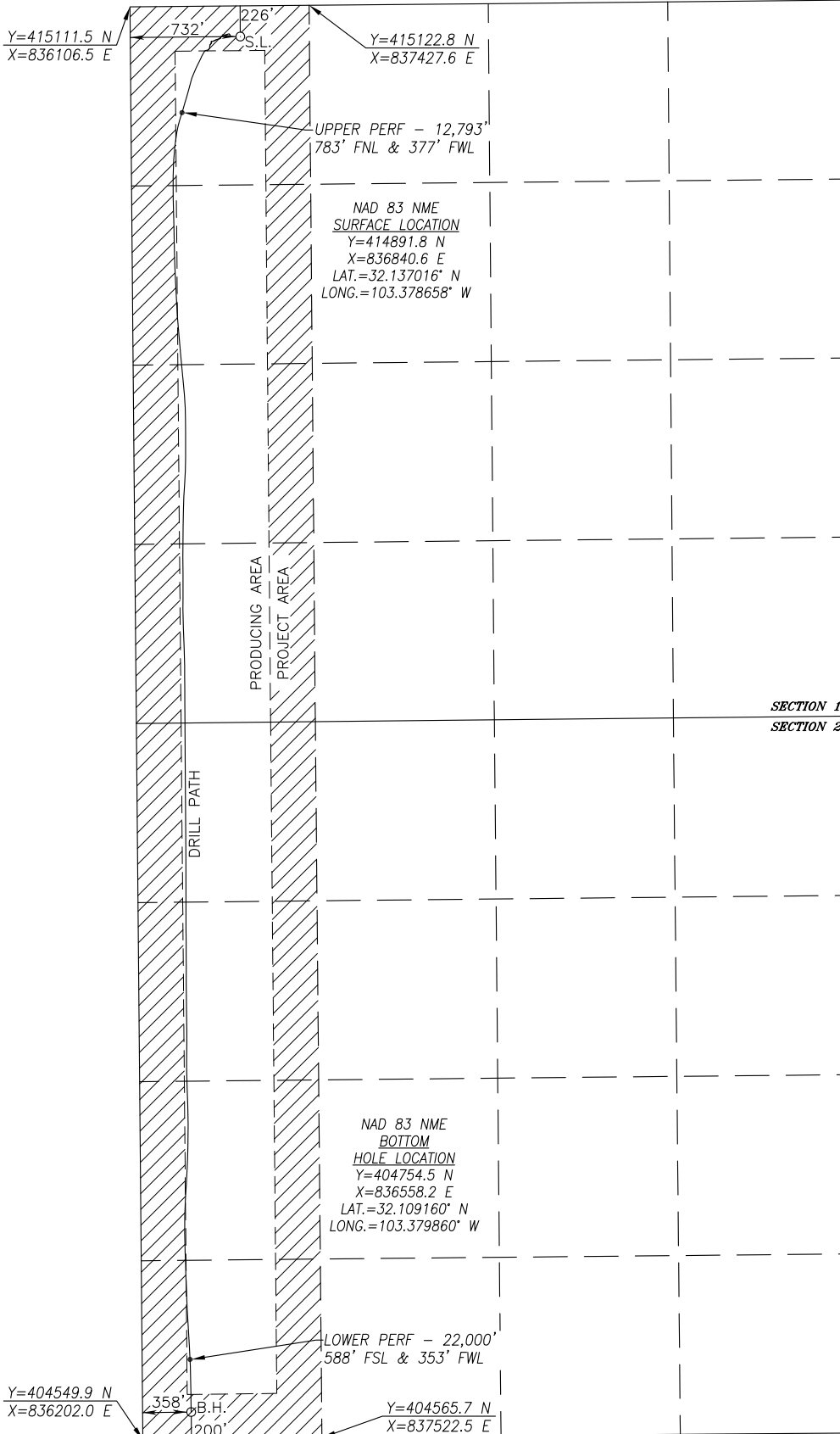
Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	21	25-S	35-E		200	SOUTH	358	WEST	LEA
Dedicated Acres		Joint or Infill	Consolidation Code		Order No.				

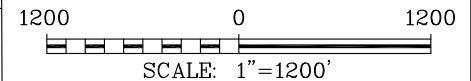
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OGRID No.	Operator Name COG OPERATING, LLC	Elevation 3255.0'



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Jeanette Barron 12.01.22
Signature Date

Jeanette Barron
Printed Name

jeanette.barron@conocophillips.com
E-mail Address

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FEB. 6, 2017/MAR. 26, 2018
Date of Survey/Date of Geographic Survey

Signature & Seal of Professional Surveyor

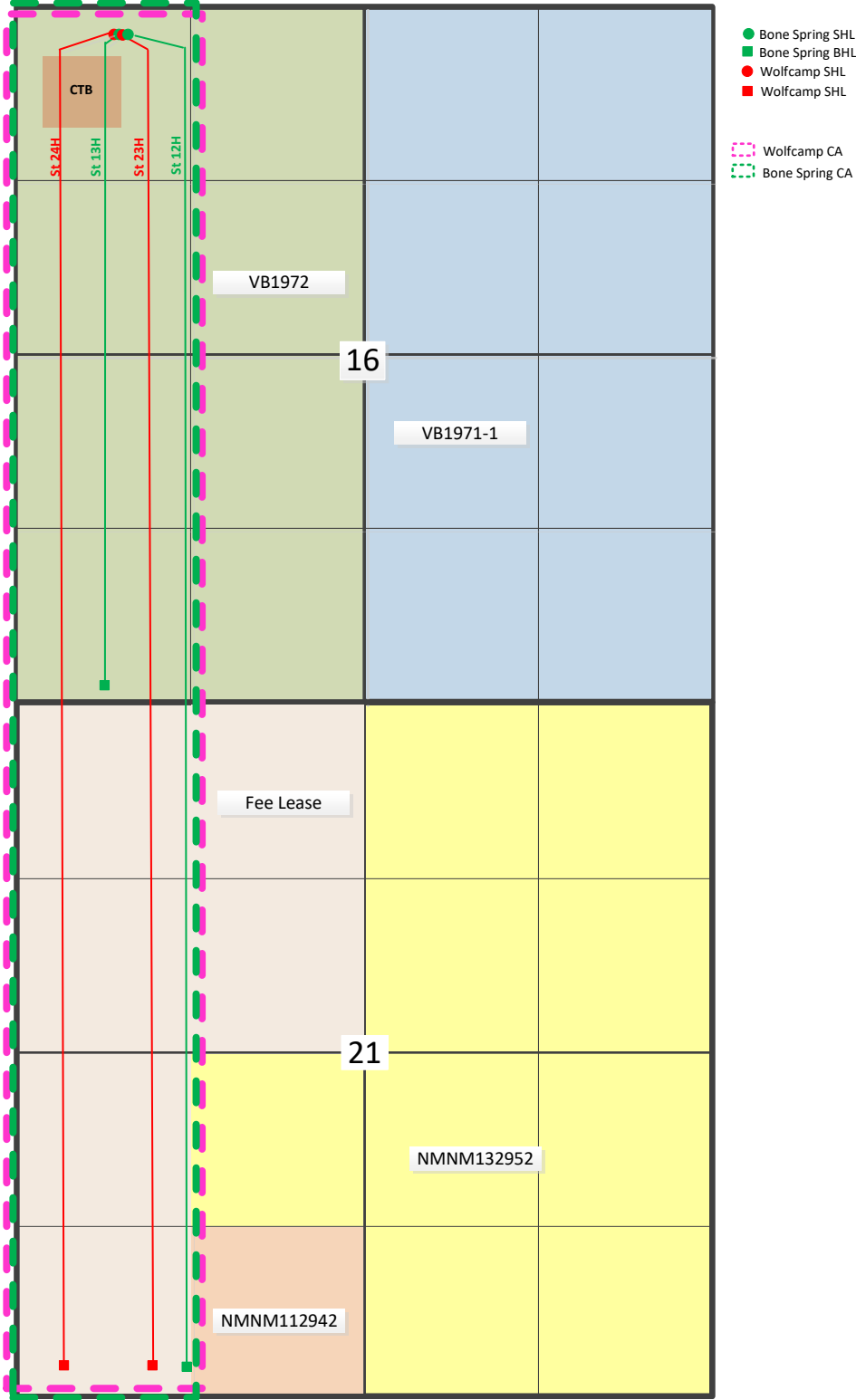


Chad Harcrow 8/27/18
Certificate No. CHAD HARCROW 17777
W.O. # 18-1014 DRAWN BY: AM

DELAWARE BASIN EAST ASSET PRODUCTION FACILITIES SITE FACILITY DIAGRAM WHITE FALCON 16 STATE CTB		
LEA COUNTY	NEW MEXICO	
TWNSHIP/RANGE MULTIPLE	DWG NO. White Falcon 16 State CTB	REV A

DW – 03/19/17
Updated – 5/21/18
Updated – 5/24/18
JB 10.31.22

White Falcon 16 St 13H
White Falcon 16 St Com 12H, 23H-24H
T25S-R35E, Lea County



White Falcon 16D State Com CTB



WHITE FALCON 16 STATE COM 12H, 13H, 23H & 24H									
Date Sent	Initials	Name	Name 2	Address	Address 2	City	State	Zip Code	Certified return Receipt No.
12.01.22	JB	ABO ROYALTY LLC		PO BOX 900		ARTESIA	NM	88211-0900	7013 3020 0000 8749 4196
12.01.22	JB	ALLEN CLAY DAVIS		PO BOX 962		ARDMORE	OK	73402	7013 3020 0000 8749 4202
12.01.22	JB	BEVERLY B BLAIR		2635 BAMBOO DR		LAKE HAVASU CITY	AZ	86403	7013 3020 0000 8749 4219
12.01.22	JB	BLACK MOUNTAIN SWD LP		425 HOUSTON ST	STE 400	FORT WORTH	TX	76102	7013 3020 0000 8749 4226
12.01.22	JB	BUFKIN HOLDINGS LLC	DBA B&R LAND AND CATTLE LLC	PO BOX 2243		LONGVIEW	TX	75606	7013 3020 0000 8749 4233
12.01.22	JB	CARROLLTON MINERAL PARTNERS IV LP		5950 BERKSHIRE LANE	STE 1125	DALLAS	TX	75225	7013 3020 0000 8749 4240
12.01.22	JB	CHARLOTTE S E GARZA		324 HENERETTA DRIVE		HURST	TX	76054	7013 3020 0000 8749 4257
12.01.22	JB	CHARLUS J BISHOP	DBA BT AERO LLC	PO BOX 321		KINGMAN	KS	67068	7013 3020 0000 8749 4264
12.01.22	JB	CHISOS LTD		1331 LAMAR ST	STE 1077	HOUSTON	TX	77010	7013 3020 0000 8749 4271
12.01.22	JB	CHISOS MINERALS LLC		PO BOX 470788		FORT WORTH	TX	76147	7013 3020 0000 8749 4288
12.01.22	JB	CMP PERMIAN LP		2525 KELL BLVD	STE 510	WICHITA FALLS	TX	76308	7013 3020 0000 8749 4295
12.01.22	JB	COLLEGE OF THE SOUTHWEST FOUNDATION		6610 LIVINGSTON HIGHWAY		HOBBS	NM	88240-9987	7013 3020 0000 8749 4301
12.01.22	JB	DONNA DAVIS HAMMACK		2625 PILLORY POINTE		SCHERTZ	TX	78108	7013 3020 0000 8749 4318
12.01.22	JB	E3 LAND & MINERALS LLC		327 NORTH ROBERTS ST		GILMER	TX	75644	7013 3020 0000 8749 4325
12.01.22	JB	EASLEY FAMILY FUTURES LLC		2700 VISTA GRANDE NWE #96	C/O ROGER EASLEY	ALBUQUERQUE	NM	87120	7013 3020 0000 8749 4332
12.01.22	JB	ELLIOTT INDUSTRIES LP		PO BOX 1328		SANTA FE	NM	87504	7013 3020 0000 8749 4349
12.01.22	JB	ELLIOTT-HALL COMPANY		PO BOX 1328		SANTA FE	NM	87504	7013 3020 0000 8749 4356
12.01.22	JB	EOG RESOURCES INC		P O BOX 840321		DALLAS	TX	75284-0321	7013 3020 0000 8749 4363
12.01.22	JB	FUEL PRODUCTS INC		PO BOX 3098		MIDLAND	TX	79702	7013 3020 0000 8749 4370
12.01.22	JB	GAHR ENERGY COMPANY		PO BOX 1889		MIDLAND	TX	79702	7013 3020 0000 8749 4387
12.01.22	JB	GAHR RANCH & INVESTMENTS PRTRNSHP	LTD	PO BOX 1889		MIDLAND	TX	79702	7013 3020 0000 8749 4394
12.01.22	JB	GEORGIA DAVIS GRIFFITH		1025 FERN DR		ROSWELL	NM	88203	7013 3020 0000 8749 4400
12.01.22	JB	GERALD DAN THOMPSON		12107 LUEDERS LANE		DALLAS	TX	75230	7013 3020 0000 8749 4417
12.01.22	JB	GGM EXPLORATION INC		PO BOX 123610		FORT WORTH	TX	76121	7013 3020 0000 8749 4424
12.01.22	JB	GINGER B CLAYTON LIVING TRUST	12 19 2008 GINGER B CLAYTON TTEE	10390 N NASKAPI PT		DUNNELLON	FL	34434	7013 3020 0000 8749 4431
12.01.22	JB	HOLLIS R SULLIVAN	DBA VERITAS ENERGY HOLDINGS LLC	PO BOX 9289		WICHITA FALLS	TX	76308	7013 3020 0000 8749 4448
12.01.22	JB	J L BURKE III		8928 MEADOWKNOLL DR		DALLAS	TX	75243	7013 3020 0000 8749 4455
12.01.22	JB	J&G HOLDINGS LLC		PO BOX 647		LONDON	KY	40743	7013 3020 0000 8749 4462
12.01.22	JB	JAMES M DAVIS		PO BOX 4251		MIDLAND	TX	79704	7013 3020 0000 8749 4479
12.01.22	JB	JAMES TURBYFILL		PO BOX 1517		MARCO ISLAND	FL	34146	7013 3020 0000 8749 4486
12.01.22	JB	JEANENE HALL		613D BULLOCK AVE		SOCORRO	NM	87801	7013 3020 0000 8749 4493
12.01.22	JB	JERRY BILLINGTON		208 MABLE AVE		PRINCETON	TX	75407	7013 3020 0000 8749 4509
12.01.22	JB	JOHN & THERESA HILLMAN FAMILY	PROPERTIES LP	PO BOX 50187		MIDLAND	TX	79710	7013 3020 0000 8749 4516
12.01.22	JB	KAREN FRECK ROGNERUD		17853 FM 31		MARSHALL	TX	75672	7013 3020 0000 8749 4523
12.01.22	JB	KEVIN HAMMIT		3000 CALLAWAY DR		MIDLAND	TX	79707	7013 3020 0000 8749 4530
12.01.22	JB	KIMMERIDGE MINERAL FUND LP	DBA KMF LAND LLC	1401 LAWRENCE ST	STE 1750	DENVER	CO	80202	7013 3020 0000 8749 4547
12.01.22	JB	LONESOME OIL LLC		PO BOX 50880		MIDLAND	TX	79710	7013 3020 0000 8749 4554
12.01.22	JB	M A LEWIS LLC		105 S EAST AVE		HOLLIDAY	TX	76366	7013 3020 0000 8749 4561
12.01.22	JB	MANIX ROYALTY LTD		PO BOX 2818		MIDLAND	TX	79702	7013 3020 0000 8749 4578
12.01.22	JB	MARILYN BURKE SALTER		20031 82ND AVE WEST		EDMONDS	WA	98026	7013 3020 0000 8749 4585
12.01.22	JB	MARSHALL & WINSTON INC		P O BOX 50880		MIDLAND	TX	79710-0880	7013 3020 0000 8749 4592
12.01.22	JB	MERIDIAN 102 LP	PROVIDENCE ENERGY LTD AGENT	16400 N DALLAS PKWY	SUITE 400	DALLAS	TX	75248	7013 3020 0000 8749 4608
12.01.22	JB	MICHAEL FRECK		192 OAK DR		WASKOM	TX	75692	7013 3020 0000 8749 4615
12.01.22	JB	MICHAEL FRED MADERA		PO BOX 645		LA PINE	OR	97739	7013 3020 0000 8749 4622
12.01.22	JB	MICHAEL HARRISON MOORE		PO BOX 205576		DALLAS	TX	75320-5576	7013 3020 0000 8749 4639
12.01.22	JB	MICHAEL MEDLIN		PO BOX 506		BOERNE	TX	78006	7013 3020 0000 8749 4646
12.01.22	JB	MORIAH O&G LLC		PO BOX 50465		MIDLAND	TX	79710	7013 3020 0000 8749 4653
12.01.22	JB	MSH FAMILY REAL ESTATE PARTNERSHIP	II LLC	4143 MAPLE AVE	STE 500	DALLAS	TX	75219	7013 3020 0000 8749 4660
12.01.22	JB	NANCY FARMER		5136 E 35TH STREET		TULSA	OK	74135	7013 3020 0000 8749 4677
12.01.22	JB	NORMA LOVING		2009 CROCKETT CT		IRVING	TX	75038	7013 3020 0000 8749 4684
12.01.22	JB	OAK VALLEY MINERAL & LAND LP		PO BOX 50820		MIDLAND	TX	79710	7013 3020 0000 8749 4691
12.01.22	JB	OGX ROYALTY FUND LP		PO BOX 2064		MIDLAND	TX	79702	7013 3020 0000 8749 4707
12.01.22	JB	PAGE S BAIRD		709 MCCOY DR		IRVING	TX	75062	7013 3020 0000 8749 4714
12.01.22	JB	PEGASUS RESOURCES LLC		PO BOX 733980		DALLAS	TX	75373	7014 0510 0001 0694 2352
12.01.22	JB	PHEASANT ENERGY LLC		PO BOX 471458		FORT WORTH	TX	76147	7014 0510 0001 0694 2369
12.01.22	JB	POST OAK MAVROS II LLC		34 S WYNDEN DR	STE 210	HOUSTON	TX	77056	7014 0510 0001 0694 2376
12.01.22	JB	RAD ENERGY LLC		1027 WARD ST		MIDLAND	TX	79701	7020 1810 0000 1415 7515
12.01.22	JB	RICHARD K BARR FAMILY TRUST	BEVERLY JEAN RENFRO BARR TRUSTEE	804 PARK VISTA CIR		SOUTHLAKE	TX	76092	7020 3160 0001 0978 9979
12.01.22	JB	RIVERBEND OIL & GAS IX INVESTMENTS LLC		1200 SMITH STREET STE 1950	TWO ALLEN CENTER	HOUSTON	TX	77002	7020 3160 0001 0978 9986
12.01.22	JB	ROBERT & JEANNINE BYRON REVOC	TRUST 6 18 03, ROBERT P & JEANNINE H BYRON TRUSTEES	PO BOX 1562		ROSWELL	NM	88202	7020 3160 0001 0978 9993
12.01.22	JB	ROBERT FRECK		538 4TH STREET		GRETNA	LA	70053	7020 3160 0001 0979 0005
12.01.22	JB	ROBERT ROARK	DBA BUGLING BULL INVESTMENTS LLC	4747 RESEARCH FOREST DR	STE 180 315	THE WOODLANDS	TX	77381	7020 3160 0001 0978 9085
12.01.22	JB	ROY G BARTON JR		1919 N TURNER STREET	C/O BARTON OIL CO	HOBBS	NM	88240-2712	7020 3160 0001 0978 9092
12.01.22	JB	SCHYLER CLICK	DBA ARID WEST INVESTMENTS	6704 EAST CR	APT 107	MIDLAND	TX	79706	7020 3160 0001 0978 9108
12.01.22	JB	SCOTT E WILSON BYPASS TRUST	CYNTHIA M WILSON TRUSTEE	4601 MIRADOR DR		AUSTIN	TX	78735	7020 3160 0001 0978 9115
12.01.22	JB	SHAWN FRECK		816 E CENTRE AVE		BUCKEYE	AZ	85326	7020 3160 0001 0978 9122
12.01.22	JB	SHERRY ROBERTS	& BILL P ROBERTS	4401 COYOTE TRAIL		MIDLAND	TX	79707	7020 3160 0001 0978 9139
12.01.22	JB	SMP SIDECAR TITAN MINERAL HOLDINGS	LP	4143 MAPLE AVE	STE 500	DALLAS	TX	75219	7020 3160 0001 0978 9146
12.01.22	JB	SMP TITAN FLEX LP		4143 MAPLE AVE	STE 500	DALLAS	TX	75219	7020 3160 0001 0978 9153
12.01.22	JB	SMP TITAN MINERAL HOLDINGS LP		4143 MAPLE AVE	STE 500	DALLAS	TX	75219	7020 3160 0001 0978 9160
12.01.22	JB	SNS OIL & GAS PROPERTIES INC		PO BOX 2234		ARDMORE	OK	73402	7020 3160 0001 0978 9177
12.01.22	JB	SORTIDA RESOURCES LLC		PO BOX 50820		MIDLAND	TX	79710	7020 3160 0001 0978 9184
12.01.22	JB	SOUTHWESTERN BAPTIST THEOLOGY	SEMINARY	PO BOX 840350	C/O HIGHGROUND ADVISORS	DALLAS	TX	75284-0350	7020 3160 0001 0978 9191
12.01.22	JB	SUDAN HUMPHREYS	& RONALD K HUMPHREYS	1311 BRIGHTON PL		MIDLAND	TX	79705	7020 3160 0001 0978 9207
12.01.22	JB	TD MINERALS LLC		8111 WESTCHESTER DRIVE	SUITE 900	DALLAS	TX	75225	7020 3160 0001 0978 9214
12.01.22	JB	TERRY LYNN HOLT		1922 VINTAGE DRIVE		CORINTH	TX	76210	7020 3160 0001 0978 9221
12.01.22	JB	TEXAS TECH UNIVERSITY	FARMERS NATIONAL COMPANY AGENT	PO BOX 3480		OMAHA	NE	68103-0480	7020 3160 0001 0978 9238
12.01.22	JB	THE BOARD OF REGENTS OF THE TEXAS	A&M UNIV SYSTEM	301 TARROW 6TH FLOOR	ATTN SERO-BURKE ESTATE	COLLEGE STATION	TX	77840	7020 3160 0001 0978 9245
12.01.22	JB	THE LEE & JUDY DAVIS REV TRUST	LELAND E DAVIS & JUDITH E DAVIS, CO TRUSTEES	1625 9TH AVE SE		SAINT CLOUD	MN	56304	7020 3160 0001 0978 9252
12.01.22	JB	THE OHIO STATE UNIVERSITY	FARMERS NATIONAL CO AGENT	PO BOX 3480	OIL & GAS DEPT	OMAHA	NE	68103	7020 3160 0001 0978 9269
12.01.22	JB	THOMAS M BEALL		PO BOX 3098		MIDLAND	TX	79702	7020 3160 0001 0978 9276
12.01.22	JB	WILLIAM HOLMES		1610 HERITAGE		MISSION	TX	78572	7020 3160 0001 0978 9283

Hobbs News Sun Newspaper

LEGAL NOTICES

Please run for one day only.

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 White Falcon 16 State Com 12H, 23H, 24H & White Falcon 16 St 13H wells. Said wells are located in Section 16, Township 25 South, Range 35 East, Lea County, New Mexico. The Central Tank Battery (CTB) where production will be commingled is located in Ut D, Section 16-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) 818-2371 Sean.miller@conocophillips.com at COG Operating LLC, 600 West Illinois, Midland, Texas 79701.

Published in the Hobbs News Sun Newspaper, Hobbs, NM December 04, 2022.



Certificate of Analysis

Number: 6030-21110256-009A

Artesia Laboratory

200 E Main St.

Artesia, NM 88210

Phone 575-746-3481

Concho Oil & Gas
Concho Oil & Gas
2407 Pecos Ave.
Artesia, NM 88210

Dec. 06, 2021

Station Name: White Falcon 16 State Com 12H
Station Number: 39022431
Station Location: COG
Sample Point: Meter Run
Type of Sample: Spot-Cylinder
Heat Trace Used: N/A
Sampling Method: Fill and Purge
Sampling Company: COG
Routing ID: L48INVID
GL#: 702013

Sampled By: Terry Heady
Sample Of: Gas Spot
Sample Date: 11/18/2021 14:37
Sample Conditions: 78.3 psig, @ 67.8 °F Ambient: 52 °F
Effective Date: 11/18/2021 14:37
Method: GPA-2261M
Cylinder No: 5030-03655
Instrument: 70142339 (Inficon GC-MicroFusion)
Last Inst. Cal.: 12/06/2021 0:00 AM
Analyzed: 12/06/2021 11:37:16 by ERG

Analytical Data

Components	Un-normalized Mol %	Mol. %	Wt. %	GPM at 14.73 psia		
Hydrogen Sulfide	0.000	0.00620	0.009		GPM TOTAL C2+	6.954
Nitrogen	2.017	2.02020	2.493		GPM TOTAL C3+	3.614
Methane	72.823	72.95308	51.553		GPM TOTAL iC5+	0.753
Carbon Dioxide	0.826	0.82748	1.604			
Ethane	12.416	12.43848	16.475	3.340		
Propane	6.751	6.76276	13.136	1.870		
Iso-butane	0.836	0.83699	2.143	0.275		
n-Butane	2.257	2.26073	5.788	0.716		
Iso-pentane	0.499	0.49979	1.588	0.183		
n-Pentane	0.552	0.55249	1.756	0.201		
Hexanes Plus	0.840	0.84180	3.455	0.369		
	99.817	100.00000	100.000	6.954		

Calculated Physical Properties

Relative Density Real Gas	Total	C6+
	0.7868	3.2176
Calculated Molecular Weight	22.70	93.19
Compressibility Factor	0.9958	

GPA 2172 Calculation:

Calculated Gross BTU per ft³ @ 14.73 psia & 60°F

Real Gas Dry BTU	1322	5141
Water Sat. Gas Base BTU	1300	5052
Ideal, Gross HV - Dry at 14.73 psia	1316.5	5141.1
Ideal, Gross HV - Wet	1293.6	5051.6

Comments: H2S Field Content 62 ppm

Hydrocarbon Laboratory Manager

Quality Assurance: The above analyses are performed in accordance with ASTM, UOP, GPA guidelines for quality assurance, unless otherwise stated.



Certificate of Analysis

Number: 6030-21110256-013A

Artesia Laboratory

200 E Main St.

Artesia, NM 88210

Phone 575-746-3481

Concho Oil & Gas
Concho Oil & Gas
2407 Pecos Ave.
Artesia, NM 88210

Dec. 06, 2021

Station Name: White Falcon 16 State Com 13H
Station Number: 39022428
Station Location: COG
Sample Point: Meter Run
Type of Sample: Spot-Cylinder
Heat Trace Used: N/A
Sampling Method: Fill and Purge
Sampling Company: COG
Routing ID: L48INVID
GL#: 702013

Sampled By: Terry Heady
Sample Of: Gas Spot
Sample Date: 11/18/2021 14:40
Sample Conditions: 75.3 psig, @ 79.7 °F Ambient: 52 °F
Effective Date: 11/18/2021 14:40
Method: GPA-2261M
Cylinder No: 1111-005572
Instrument: 70142339 (Inficon GC-MicroFusion)
Last Inst. Cal.: 12/06/2021 0:00 AM
Analyzed: 12/06/2021 11:23:02 by ERG

Analytical Data

Components	Un-normalized Mol %	Mol. %	Wt. %	GPM at 14.73 psia		
Hydrogen Sulfide	0.000	0.00800	0.012		GPM TOTAL C2+	6.160
Nitrogen	1.899	1.92390	2.437		GPM TOTAL C3+	3.236
Methane	75.371	76.37089	55.392		GPM TOTAL iC5+	0.947
Carbon Dioxide	0.585	0.59297	1.180			
Ethane	10.749	10.89136	14.806	2.924		
Propane	5.226	5.29516	10.556	1.464		
Iso-butane	0.700	0.70889	1.863	0.233		
n-Butane	1.847	1.87121	4.917	0.592		
Iso-pentane	0.473	0.47918	1.563	0.176		
n-Pentane	0.577	0.58466	1.907	0.213		
Hexanes Plus	1.257	1.27378	5.367	0.558		
	98.684	100.00000	100.000	6.160		

Calculated Physical Properties

Relative Density Real Gas	Total	C6+
	0.7664	3.2176
Calculated Molecular Weight	22.12	93.19
Compressibility Factor	0.9960	

GPA 2172 Calculation:

Calculated Gross BTU per ft³ @ 14.73 psia & 60°F

Real Gas Dry BTU	1298	5141
Water Sat. Gas Base BTU	1275	5052
Ideal, Gross HV - Dry at 14.73 psia	1292.4	5141.1
Ideal, Gross HV - Wet	1269.9	5051.6

Comments: H2S Field Content 80 ppm

Hydrocarbon Laboratory Manager

Quality Assurance: The above analyses are performed in accordance with ASTM, UOP, GPA guidelines for quality assurance, unless otherwise stated.



Certificate of Analysis

Number: 6030-21110256-001A

Artesia Laboratory

200 E Main St.

Artesia, NM 88210

Phone 575-746-3481

Concho Oil & Gas
Concho Oil & Gas
2407 Pecos Ave.
Artesia, NM 88210

Dec. 06, 2021

Station Name: White Falcon 16 State Com 23H
Station Number: 39022429
Station Location: COG
Sample Point: Meter Run
Type of Sample: Spot-Cylinder
Heat Trace Used: N/A
Sampling Method: Fill and Purge
Sampling Company: COG
Routing ID: L48INVID
GL#: 702013

Sampled By: Terry Heady
Sample Of: Gas Spot
Sample Date: 11/18/2021 14:41
Sample Conditions: 76.1 psig, @ 67 °F Ambient: 52 °F
Effective Date: 11/18/2021 14:41
Method: GPA-2261M
Cylinder No: 1111-002346
Instrument: 70142339 (Inficon GC-MicroFusion)
Last Inst. Cal.: 12/06/2021 0:00 AM
Analyzed: 12/06/2021 11:09:20 by ERG

Analytical Data

Components	Un-normalized Mol %	Mol. %	Wt. %	GPM at 14.73 psia		
Hydrogen Sulfide	0.000	0.00250	0.004		GPM TOTAL C2+	7.833
Nitrogen	1.876	1.87113	2.260		GPM TOTAL C3+	3.974
Methane	70.211	70.04390	48.444		GPM TOTAL iC5+	0.647
Carbon Dioxide	0.565	0.56405	1.070			
Ethane	14.404	14.37000	18.629	3.859		
Propane	8.209	8.18915	15.568	2.265		
Iso-butane	0.884	0.88150	2.209	0.290		
n-Butane	2.445	2.43958	6.113	0.772		
Iso-pentane	0.458	0.45691	1.421	0.168		
n-Pentane	0.513	0.51198	1.593	0.186		
Hexanes Plus	0.671	0.66930	2.689	0.293		
	100.236	100.00000	100.000	7.833		

Calculated Physical Properties

Relative Density Real Gas	Total	C6+
	0.8041	3.2176
Calculated Molecular Weight	23.20	93.19
Compressibility Factor	0.9956	

GPA 2172 Calculation:

Calculated Gross BTU per ft³ @ 14.73 psia & 60°F

Real Gas Dry BTU	1358	5141
Water Sat. Gas Base BTU	1335	5052
Ideal, Gross HV - Dry at 14.73 psia	1352.3	5141.1
Ideal, Gross HV - Wet	1328.8	5051.6

Comments: H2S Field Content 25 ppm

Hydrocarbon Laboratory Manager

Quality Assurance: The above analyses are performed in accordance with ASTM, UOP, GPA guidelines for quality assurance, unless otherwise stated.



Certificate of Analysis

Number: 6030-22040232-003A

Artesia Laboratory

200 E Main St.

Artesia, NM 88210

Phone 575-746-3481

Concho Oil & Gas
Concho Oil & Gas
2407 Pecos Ave.
Artesia, NM 88210

Apr. 19, 2022

Station Name: White Falcon 16 State Com 24H
Station Number: 39022430
Station Location: COG
Sample Point: Meter Run
Type of Sample: Spot-Cylinder
Heat Trace Used: N/A
Sampling Method: Fill and Purge
Sampling Company: COG
Routing ID: L48INVID
GL#: 702013

Sampled By: John Patno
Sample Of: Gas Spot
Sample Date: 04/13/2022 09:10
Sample Conditions: 47.76 psig, @ 73.38 °F Ambient: 59 °F
Effective Date: 04/13/2022 09:10
Method: GPA-2261M
Cylinder No: 1111-007284
Instrument: 70142339 (Inficon GC-MicroFusion)
Last Inst. Cal.: 04/18/2022 0:00 AM
Analyzed: 04/19/2022 08:47:33 by ERG

Analytical Data

Components	Un-normalized Mol %	Mol. %	Wt. %	GPM at 14.73 psia		
Hydrogen Sulfide	0.000	0.00140	0.002		GPM TOTAL C2+	7.042
Nitrogen	2.053	2.06434	2.562		GPM TOTAL C3+	3.564
Methane	72.236	72.62766	51.610		GPM TOTAL iC5+	0.602
Carbon Dioxide	0.607	0.61009	1.189			
Ethane	12.886	12.95634	17.257	3.478		
Propane	7.017	7.05458	13.780	1.951		
Iso-butane	0.808	0.81188	2.090	0.267		
n-Butane	2.339	2.35139	6.054	0.744		
Iso-pentane	0.423	0.42509	1.359	0.156		
n-Pentane	0.462	0.46451	1.485	0.169		
Hexanes Plus	0.629	0.63272	2.612	0.277		
	99.460	100.00000	100.000	7.042		

Calculated Physical Properties

Relative Density Real Gas	Total	C6+
	0.7824	3.2176
Calculated Molecular Weight	22.58	93.19
Compressibility Factor	0.9959	

GPA 2172 Calculation:

Calculated Gross BTU per ft³ @ 14.73 psia & 60°F

Real Gas Dry BTU	1320	5141
Water Sat. Gas Base BTU	1298	5052
Ideal, Gross HV - Dry at 14.73 psia	1314.6	5141.1
Ideal, Gross HV - Wet	1291.7	5051.6

Comments: H2S Field Content 14 ppm

Hydrocarbon Laboratory Manager

Quality Assurance: The above analyses are performed in accordance with ASTM, UOP, GPA guidelines for quality assurance, unless otherwise stated.



AUBREY DUNN
COMMISSIONER

State of New Mexico
Commissioner of Public Lands

310 OLD SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE
Phone (505) 827-5760
Fax (505) 827-5766
www.nmstatelands.org

Melissa Dimit
COG Operating LLC
600 West Illinois Ave
Midland, TX 79701

February 16th, 2018

Re: Communitization Agreement Approval
White Falcon 16 State Com Well #12H
Vertical Extent: Bone Spring
Township: 25 South, Range 35 East, NMPM
Section 16: W2W2
Section 21: W2W2
Lea County, New Mexico

Dear Ms. Dimit,

The Commissioner of Public Lands has this date approved the White Falcon 16 State Com Well #12H Communitization Agreement for the Bone Spring formation effective 6/1/2017. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for Two Years, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

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

Sincerely,

A handwritten signature in black ink, appearing to be "Aubrey Dunn", is written over the printed name and title.

AUBREY DUNN
COMMISSIONER OF PUBLIC LANDS

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**


COG Operating LLC
White Falcon 16 State Com Well #12H
Vertical Extent: Bone Spring
Township: 25 South, Range: 35 East, NMPM
Section 16 : W2W2
Section 21: W2W2
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 1, 2017**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 16th Day of February, 2018.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**


COG Operating LLC
White Falcon 16 State Com Well #12H
Vertical Extent: Bone Spring
Township: 25 South, Range: 35 East, NMPM
Section 16 : W2W2
Section 21: W2W2
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 1, 2017**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 16th Day of February, 2018.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**


COG Operating LLC
White Falcon 16 State Com Well #12H
Vertical Extent: Bone Spring
Township: 25 South, Range: 35 East, NMPM
Section 16 : W2W2
Section 21: W2W2
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 1, 2017**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 16th Day of February, 2018.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

WHITE FALCON 16 STATE COM 12H

M State Land Office
Oil, Gas, & Minerals Division

STATE/STATE OR
STATE/FEE

Revised Dec. 2014

COMMUNITIZATION AGREEMENT
ONLINE Version

KNOW ALL MEN BY THESE PRESENTS:

STATE OF NEW MEXICO §
§

COUNTY OF LEA §

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of **June 1, 2017**, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized area on an acreage or other basis found by the Commissioner to be fair and equitable.

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the **Bone Spring formation** (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

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

ONLINE version

State/State

1

December 2014

State/Fee

WHITE FALCON 16 STATE COM 12H

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

Township 25 South, Range 35 East, N.M.P.M.**Section 16: W/2 W/2****Section 21: W/2 W/2****Lea County, New Mexico**

containing 320.00 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "Communitized Substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

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5. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

6. The commencement, completion, and continued operation or production of a well or wells for communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

7. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

8. COG Operating LLC shall be the Operator of said communitized area and all matters of operation shall be determined and performed by COG Operating LLC.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this Agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of

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such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.


14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR:

COG Operating LLC

By:


Mark A. Carter

Attorney-In-Fact

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ACKNOWLEDGEMENT

STATE OF TEXAS §
 § ss.
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on January 30, 2018 by Mark A. Carter, Attorney-In-Fact, of **COG Operating LLC**, a Delaware Limited Liability Company, on behalf of said limited liability company.



Melissa L. Dimit
 Notary Public in and for the State of Texas
9-9-2021
 My Commission Expires

LESSEE OF RECORD:

EOG Y Resources, Inc.

By: Subject to compulsory pooling Order No. P-14498

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF _____ §
 § ss.
 COUNTY OF _____ §

This instrument was acknowledged before me on _____, 201_, by _____, as _____ of **EOG Y Resources, Inc.**, a _____, on behalf of same.

 Notary Public in and for the State of _____

 My Commission Expires

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EXHIBIT A

Attached to and made a part of that Communitization Agreement dated June 1, 2017 by and between
COG Operating LLC and EOG Y Resources, Inc., covering the W/2 W/2 of Sections 16 and 21,
Township 25 South, Range 35 East, N.M.P.M., Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1****Lease 1**

Lessor: State of New Mexico, VB-1972
Original Lessee: Yates Petroleum Corporation
Current Lessee: EOG Y Resources, Inc.
Dated: September 1, 2012
Recording Data: Not Recorded
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 16: W/2W/2
Lea County, New Mexico, containing 160.0 acres, more or less

TRACT NOS. 2, 3 & 4**Lease 2**

Lessor: Katherine Woltz Aven, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 849, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: W/2SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 3

Lessor: Barry B. Thompson, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 857, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: W/2SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

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Lease 4

Lessor: Michael Freck, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 873, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 5

Lessor: Robert Freck, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 881, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 6

Lessor: William K. Hollis, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 889, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 7

Lessor: Karen Freck Rogerud, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 905, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 8

Lessor: Jerry Billington, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 913, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

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Lease 9

Lessor: Ora Mae Davis, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 929, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 10

Lessor: Kenneth Medlin, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 945, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 11

Lessor: Shawn Freck, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 953, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 12

Lessor: Michael Hall Medlin, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 961, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 13

Lessor: Elliott-Hall Company
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: April 28, 2015
Recording Data: Book 1959, Page 914, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: W/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less

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Lease 14

Lessor: Elliott Industries Limited Partnership
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: April 28, 2015
Recording Data: Book 1959, Page 906, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: W/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 15

Lessor: Beulah M. Baird Trust dated July 6, 1990, by
Norma Baird Loving and Weldon Baird as Co-Trustees
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 1, 2015
Recording Data: Book 1973, Page 674, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4, W/2NW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 16

Lessor: Jeanene Hollis Hall
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 4, 2015
Recording Data: Book 1964, Page 166, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 17

Lessor: Cross Border Resources, Inc.
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 15, 2015
Recording Data: Book 1978, Page 981, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: W/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 18

Lessor: Black Shale Minerals, LLC
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 15, 2015
Recording Data: Book 1988, Page 501, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: W/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less

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Lease 19

Lessor: Gary G. Davis
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: June 1, 2015
Recording Data: Book 1991, Page 372, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: W/2W/2
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 20

Lessor: Leland E. Davis and Judith E. Davis, Co-Trustees
of the Lee and Judy Davis Revocable Trust
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: June 1, 2015
Recording Data: Book 1992, Page 945, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: W/2W/2
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 21

Lessor: Apache Corporation
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Lease Date: May 15, 2015
Recording Data: Book 1982, Page 512, Lea County Records, New Mexico
Land Description: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 16: W/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 22

Lessor: G. Dan Thompson, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Recording Data: Book 1982, Page 512, Lea County Records, New Mexico
Land Description: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 16: W/2SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 23

Lessor: Beverly B. Blair, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Operating LLC
Dated: May 1, 2011
Recording Data: Book 1726, Page 957, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: SW/4SW/4, NW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

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Lease 24

Lessor: Nancy I. Farmer, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Operating LLC
Dated: May 1, 2011
Recording Data: Book 1726, Page 960, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: SW/4SW/4, NW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 25

Lessor: J.L. Burke, III, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: May 1, 2011
Recording Data: Book 1726, Page 966, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 26

Lessor: Marilyn Burke Salter, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: May 1, 2011
Recording Data: Book 1726, Page 963, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 27

Lessor: Easley Family Futures, LLC
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: January 1, 2011
Recording Data: Book 1712, Page 290, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: SW/4SW/4
Lea County, New Mexico, containing 40.0 acres, more or less

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Lease 28

Lessor: Ryan Moore SSMTT GST Exempt Trust, as revised
and restated on 12/22/08, by Ryan Moore, as Trustee
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 1, 2015
Recording Data: Book 1977, Page 574, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 29

Lessor: Kevin Moore SSMTT GST Exempt Trust, as revised
and restated on 12/22/08, by Kevin Moore, as Trustee
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 1, 2015
Recording Data: Book 1977, Page 564, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 30

Lessor: Richard Lyons Moore
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 1, 2015
Recording Data: Book 1977, Page 559, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 31

Lessor: Texas Tech University
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 15, 2015
Recording Data: Book 1978, Page 429, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

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Lease 32

Lessor: Michael Harrison Moore
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 1, 2015
Recording Data: Book 1971, Page 931, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East N.M.P.M.
Section 21: SW/4SW/4, NW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 33

Lessor: The Board of Regents of The Texas A&M University System
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 14, 2015
Recording Data: Book 1964, Page 58, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East N.M.P.M.
Section 21: SW/4SW/4, NW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 34

Lessor: Southwestern Baptist Theological Seminary
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 13, 2015
Recording Data: Book 1966, Page 584, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East N.M.P.M.
Section 21: W/2SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 35

Lessor: University of the Southwest Foundation
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: June 1, 2015
Recording Data: Book 1973, Page 170, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 36

Lessor: Robert P. Byron and Jeannine Hooper Byron, Trustees of the Robert and
Jeanine Byron Revocable Trust under Trust Agreement dated June 18, 2003
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: June 1, 2015
Recording Data: Book 1974, Page 663, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East N.M.P.M.
Section 21: SW/4SW/4
Lea County, New Mexico, containing 40.0 acres, more or less

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Lease 37

Lessor: **Chance C. Barton**
 Original Lessee: **COG Operating LLC**
 Current Lessee: **COG Operating LLC**
 Dated: **June 1, 2015**
 Recording Data: **Book 1973, Page 177, Lea County Records, New Mexico**
 Lands Covered: **Insofar and only insofar as said lease covers the following tract of land**
Township 25 South Range 35 East. N.M.P.M.
Section 21: SW/4SW/4
Lea County, New Mexico, containing 40.0 acres, more or less

Lease 38

Lessor: **Ginger Lee Butler Clayton**
 Original Lessee: **Energen Resources Corporation**
 Current Lessee: **Energen Resources Corporation**
 Dated: **November 16, 2016**
 Recording Data: **Book 2074, Page 124, Lea County Records, New Mexico**
 Lands Covered: **Insofar and only insofar as said lease covers the following tract of land**
Township 25 South Range 35 East. N.M.P.M.
Section 21: SW/4SW/4
Lea County, New Mexico, containing 40.0 acres, more or less

Lease 39

Lessor: **Marion Jeffery Owens, a widower**
 Original Lessee: **Energen Resources Corporation**
 Current Lessee: **Energen Resources Corporation**
 Dated: **December 2, 2016**
 Recording Data: **Book 2083, Page 213, Lea County Records, New Mexico**
 Lands Covered: **Insofar and only insofar as said lease covers the following tract of land**
Township 25 South Range 35 East. N.M.P.M.
Section 21: SW/4SW/4
Lea County, New Mexico, containing 40.0 acres, more or less

Lease 40

Lessor: **Ryan Moore SSMTT Non-Exempt Trust, as revised and restated on 12/22/08, by Ryan Moore, as Trustee**
 Original Lessee: **COG Operating LLC**
 Current Lessee: **COG Operating LLC**
 Dated: **May 1, 2015**
 Recording Data: **Book 1977, Page 579, Lea County Records, New Mexico**
 Lands Covered: **Insofar and only insofar as said lease covers the following tract of land**
Township 25 South Range 35 East. N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

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Lease 41

Lessor: Kevin Moore SSMTT Non-Exempt Trust, as revised
and restated on 12/22/08, by Kevin Moore, as Trustee
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 1, 2015
Recording Data: Book 1977, Page 569, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

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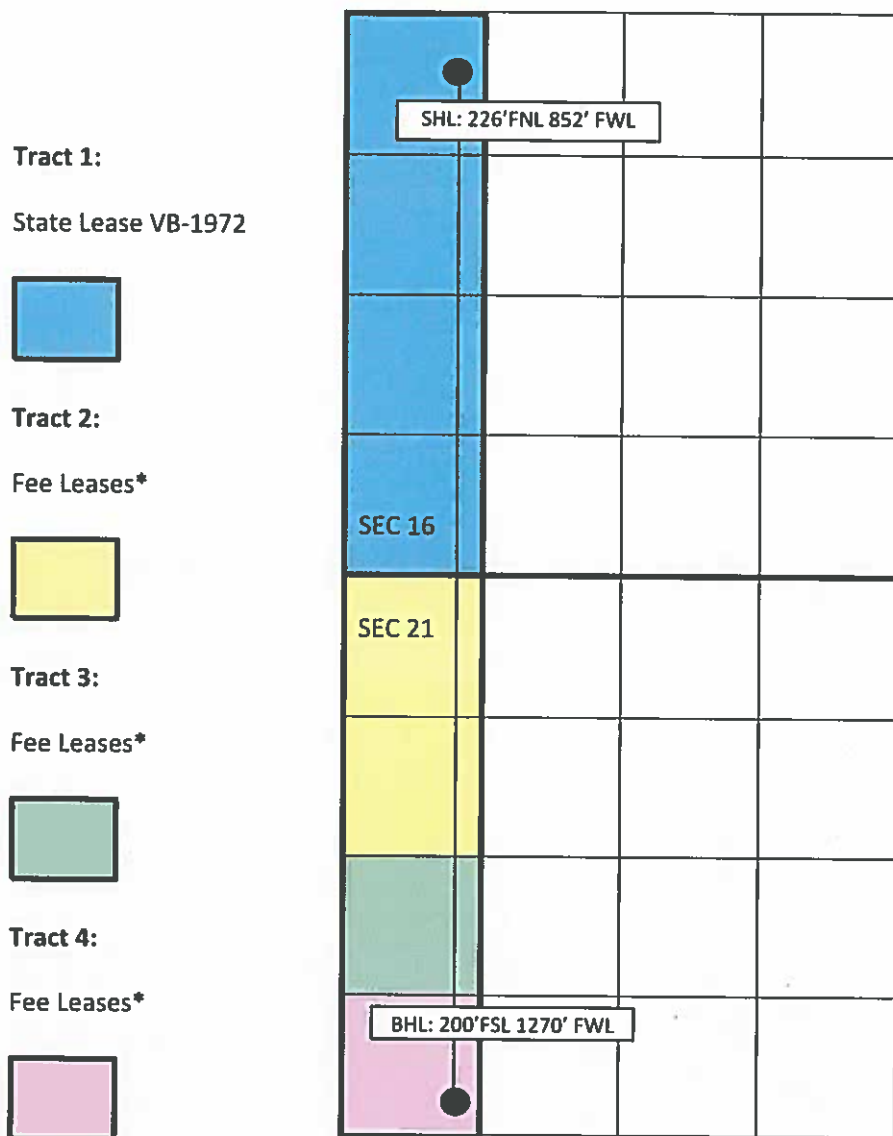
State/Fee

15

WHITE FALCON 16 STATE COM 12H

EXHIBIT B

Attached to and made a part of that Communitization Agreement dated June 1, 2017 by and between COG Operating LLC and EOG Y Resources, Inc., covering the W/2 W/2 of Sections 16 and 21, Township 25 South, Range 35 East, N.M.P.M., Lea County, New Mexico.

White Falcon 16 State Com 12H

*Certain fee leases overlap Tracts 2, 3, and 4

WHITE FALCON 16 STATE COM 12H

RECAPITULATION

Tract Number	Number of Acres Committed	Percentage of Interest In Communitized Area
No. 1	160.00	50.000000%
No. 2	80.00	25.000000%
No. 3	40.00	12.500000%
No. 4	40.00	12.500000%
<hr/>		
	320.00	100.000000%



AUBREY DUNN
COMMISSIONER

State of New Mexico
Commissioner of Public Lands

310 OLD SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE
Phone (505) 827-5760
Fax (505) 827-5766
www.nmstatelands.org

Melissa Dimit
COG Operating LLC
600 West Illinois Ave
Midland, TX 79701

February 15th, 2018

Re: Communitization Agreement Approval
White Falcon 16 State Com Wells #23-24H
Vertical Extent: Wolfcamp
Township: 25 South, Range 35 East, NMPM
Section 16: W2W2
Section 21: W2W2
Lea County, New Mexico

Dear Ms. Dimit,

The Commissioner of Public Lands has this date approved the White Falcon 16 State Com Wells #23-24H Communitization Agreement for the Wolfcamp formation effective 6/1/2017. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for Two Years, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

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

Sincerely,

A handwritten signature in black ink, appearing to be "Aubrey Dunn", is written over the printed name and title.

AUBREY DUNN
COMMISSIONER OF PUBLIC LANDS

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

COG Operating LLC
White Falcon 16 State Com Wells #23-24H
Vertical Extent: Wolfcamp
Township: 25 South, Range: 35 East, NMPM
Section 16 : W2W2
Section 21: W2W2
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 1, 2017**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 15th Day of February, 2018.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

COG Operating LLC
White Falcon 16 State Com Wells #23-24H
Vertical Extent: Wolfcamp
Township: 25 South, Range: 35 East, NMPM
Section 16 : W2W2
Section 21: W2W2
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 1, 2017**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **15th** Day of February, 2018.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**


COG Operating LLC
White Falcon 16 State Com Wells #23-24H
Vertical Extent: Wolfcamp
Township: 25 South, Range: 35 East, NMPM
Section 16 : W2W2
Section 21: W2W2
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 1, 2017**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 15th Day of February, 2018.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

WHITE FALCON 16 STATE COM 23H, 24H

NM State Land Office
Oil, Gas, & Minerals Division

STATE/STATE OR
STATE/FEE

Revised Dec. 2014

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL MEN BY THESE PRESENTS:

STATE OF NEW MEXICO §
§

COUNTY OF LEA §

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of **June 1, 2017**, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized area on an acreage or other basis found by the Commissioner to be fair and equitable.

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the **Wolfcamp formation** (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

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

ONLINE version

State/State

December 2014

State/Fee

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WHITE FALCON 16 STATE COM 23H, 24H

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

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

Section 16: W/2 W/2

Section 21: W/2 W/2

Lea County, New Mexico

containing **320.00** acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "Communitized Substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

ONLINE version

State/State

December 2014

State/Fee

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WHITE FALCON 16 STATE COM 23H, 24H

5. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

6. The commencement, completion, and continued operation or production of a well or wells for communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

7. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

8. COG Operating LLC shall be the Operator of said communitized area and all matters of operation shall be determined and performed by COG Operating LLC.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this Agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of

ONLINE version

State/State

21 03 11 9- 813 8107

3

December 2014

State/Fee

WHITE FALCON 16 STATE COM 23H, 24H

such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR:

COG Operating LLC

By: _____

Mark A. Carter

Attorney-In-Fact

State/State or
State/Fee Communitization

ONLINE version

December 2014

State/State

State/Fee

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WHITE FALCON 16 STATE COM 23H, 24H

ACKNOWLEDGEMENT

STATE OF TEXAS §
 § ss.
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on January 30, 2018, by Mark A. Carter, Attorney-In-Fact, of **COG Operating LLC**, a Delaware Limited Liability Company, on behalf of said limited liability company.



Melissa L. Dimit
 Notary Public in and for the State of Texas
9-9-2021
 My Commission Expires

LESSEE OF RECORD:

EOG Y Resources, Inc.

By: Subject to compulsory pooling order No. R-14496
 Name: _____
 Title: _____

ACKNOWLEDGEMENT

STATE OF _____ §
 § ss.
 COUNTY OF _____ §

This instrument was acknowledged before me on _____, 201_, by _____, as _____ of **EOG Y Resources, Inc.**, a _____, on behalf of same.

Notary Public in and for the State of _____

My Commission Expires

ONLINE version
 December 2014

State/State
 State/Fee

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WHITE FALCON 16 STATE COM 23H, 24H

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated June 1, 2017 by and between
COG Operating LLC and EOG Y Resources, Inc., covering the W/2 W/2 of Sections 16 and 21,
Township 25 South, Range 35 East, N.M.P.M., Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1****Lease 1**

Lessor: State of New Mexico, VB-1972
Original Lessee: Yates Petroleum Corporation
Current Lessee: EOG Y Resources, Inc.
Dated: September 1, 2012
Recording Data: Not Recorded
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 16: W/2W/2
Lea County, New Mexico, containing 160.0 acres, more or less

TRACT NOS. 2, 3 & 4**Lease 2**

Lessor: Katherine Woltz Aven, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 849, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: W/2SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 3

Lessor: Barry B. Thompson, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 857, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: W/2SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

ONLINE version

December 2014

State/State

State/Fee

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WHITE FALCON 16 STATE COM 23H, 24H

Lease 4

Lessor: **Michael Freck, ssp.**
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 873, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 5

Lessor: **Robert Freck, ssp.**
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 881, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 6

Lessor: **William K. Hollis, ssp.**
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 889, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 7

Lessor: **Karen Freck Rogerud, ssp.**
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 905, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 8

Lessor: **Jerry Billington, ssp.**
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 913, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

ONLINE version

State/State

December 2014

State/Fee

21:08:10 9-03-2022

7

WHITE FALCON 16 STATE COM 23H, 24H

Lease 9

Lessor: Ora Mae Davis, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 929, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
 Section 21: W/2NW/4, W/2SW/4
 Lea County, New Mexico, containing 160.0 acres, more or less

Lease 10

Lessor: Kenneth Medlin, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 945, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
 Section 21: W/2NW/4, W/2SW/4
 Lea County, New Mexico, containing 160.0 acres, more or less

Lease 11

Lessor: Shawn Freck, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 953, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
 Section 21: W/2NW/4, W/2SW/4
 Lea County, New Mexico, containing 160.0 acres, more or less

Lease 12

Lessor: Michael Hall Medlin, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 961, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
 Section 21: W/2NW/4, W/2SW/4
 Lea County, New Mexico, containing 160.0 acres, more or less

Lease 13

Lessor: Elliott-Hall Company
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: April 28, 2015
Recording Data: Book 1959, Page 914, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
 Section 21: W/2NW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

ONLINE version

December 2014

State/State

State/Fee

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WHITE FALCON 16 STATE COM 23H, 24H

Lease 14

Lessor: Elliott Industries Limited Partnership
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: April 28, 2015
Recording Data: Book 1959, Page 906, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: W/2NW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

Lease 15

Lessor: Beulah M. Baird Trust dated July 6, 1990, by
 Norma Baird Loving and Weldon Baird as Co-Trustees
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 1, 2015
Recording Data: Book 1973, Page 674, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: NW/4SW/4, SW/4SW/4, W/2NW/4
 Lea County, New Mexico, containing 160.0 acres, more or less

Lease 16

Lessor: Jeanene Hollis Hall
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 4, 2015
Recording Data: Book 1964, Page 166, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: W/2NW/4, W/2SW/4
 Lea County, New Mexico, containing 160.0 acres, more or less

Lease 17

Lessor: Cross Border Resources, Inc.
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 15, 2015
Recording Data: Book 1978, Page 981, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: W/2NW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

Lease 18

Lessor: Black Shale Minerals, LLC
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 15, 2015
Recording Data: Book 1988, Page 501, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: W/2NW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

ONLINE version

December 2014

State/State

State/Fee

2010 FEB - 6 11:38 AM

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WHITE FALCON 16 STATE COM 23H, 24H

Lease 19

Lessor: Gary G. Davis
 Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Dated: June 1, 2015
 Recording Data: Book 1991, Page 372, Lea County Records, New Mexico
 Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: W/2W/2
 Lea County, New Mexico, containing 160.0 acres, more or less

Lease 20

Lessor: Leland E. Davis and Judith E. Davis, Co-Trustees
 of the Lee and Judy Davis Revocable Trust
 Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Dated: June 1, 2015
 Recording Data: Book 1992, Page 945, Lea County Records, New Mexico
 Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: W/2W/2
 Lea County, New Mexico, containing 160.0 acres, more or less

Lease 21

Lessor: G. Dan Thompson, ssp.
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Lease Date: July 1, 2010
 Recording Data: Book 1982, Page 512, Lea County Records, New Mexico
 Land Description: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 16: W/2SW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

Lease 22

Lessor: Beverly B. Blair, ssp.
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Operating LLC
 Dated: May 1, 2011
 Recording Data: Book 1726, Page 957, Lea County Records, New Mexico
 Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: SW/4SW/4, NW/4SW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

Lease 23

Lessor: Nancy I. Farmer, ssp.
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Operating LLC
 Dated: May 1, 2011
 Recording Data: Book 1726, Page 960, Lea County Records, New Mexico
 Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: SW/4SW/4, NW/4SW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

ONLINE version

State/State

December 2014

State/Fee

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WHITE FALCON 16 STATE COM 23H, 24H

Lease 24

Lessor: J.L. Burke, III, ssp.
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Dated: May 1, 2011
 Recording Data: Book 1726, Page 966, Lea County Records, New Mexico
 Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: NW/4SW/4, SW/4SW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

Lease 25

Lessor: Marilyn Burke Salter, ssp.
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Dated: May 1, 2011
 Recording Data: Book 1726, Page 963, Lea County Records, New Mexico
 Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: NW/4SW/4, SW/4SW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

Lease 26

Lessor: Easley Family Futures, LLC
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Dated: January 1, 2011
 Recording Data: Book 1712, Page 290, Lea County Records, New Mexico
 Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: SW/4SW/4
 Lea County, New Mexico, containing 40.0 acres, more or less

Lease 27

Lessor: Ryan Moore SSMTT GST Exempt Trust, as revised
 and restated on 12/22/08, by Ryan Moore, as Trustee
 Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Dated: May 1, 2015
 Recording Data: Book 1977, Page 574, Lea County Records, New Mexico
 Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: NW/4SW/4, SW/4SW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

WHITE FALCON 16 STATE COM 23H, 24H

Lease 28

Lessor: Kevin Moore SSMTT GST Exempt Trust, as revised
and restated on 12/22/08, by Kevin Moore, as Trustee

Original Lessee: COG Operating LLC

Current Lessee: COG Operating LLC

Dated: May 1, 2015

Recording Data: Book 1977, Page 564, Lea County Records, New Mexico

Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East, N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 29

Lessor: Richard Lyons Moore

Original Lessee: COG Operating LLC

Current Lessee: COG Operating LLC

Dated: May 1, 2015

Recording Data: Book 1977, Page 559, Lea County Records, New Mexico

Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East, N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 30

Lessor: Texas Tech University

Original Lessee: COG Operating LLC

Current Lessee: COG Operating LLC

Dated: May 15, 2015

Recording Data: Book 1978, Page 429, Lea County Records, New Mexico

Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East, N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 31

Lessor: Michael Harrison Moore

Original Lessee: COG Operating LLC

Current Lessee: COG Operating LLC

Dated: May 1, 2015

Recording Data: Book 1971, Page 931, Lea County Records, New Mexico

Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East, N.M.P.M.
Section 21: SW/4SW/4, NW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

ONLINE version

December 2014

State/State

State/Fee

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WHITE FALCON 16 STATE COM 23H, 24H

Lease 32

Lessor: **The Board of Regents of The Texas A&M University System**
 Original Lessee: **COG Operating LLC**
 Current Lessee: **COG Operating LLC**
 Dated: **May 14, 2015**
 Recording Data: **Book 1964, Page 58, Lea County Records, New Mexico**
 Lands Covered: **Insofar and only insofar as said lease covers the following tract of land**
Township 25 South Range 35 East. N.M.P.M.
Section 21: SW/4SW/4, NW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 33

Lessor: **Southwestern Baptist Theological Seminary**
 Original Lessee: **COG Operating LLC**
 Current Lessee: **COG Operating LLC**
 Dated: **May 13, 2015**
 Recording Data: **Book 1966, Page 584, Lea County Records, New Mexico**
 Lands Covered: **Insofar and only insofar as said lease covers the following tract of land**
Township 25 South Range 35 East. N.M.P.M.
Section 21: W/2SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 34

Lessor: **University of the Southwest Foundation**
 Original Lessee: **COG Operating LLC**
 Current Lessee: **COG Operating LLC**
 Dated: **June 1, 2015**
 Recording Data: **Book 1973, Page 170, Lea County Records, New Mexico**
 Lands Covered: **Insofar and only insofar as said lease covers the following tract of land**
Township 25 South Range 35 East. N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 35

Lessor: **Robert P. Byron and Jeannine Hooper Byron, Trustees of the Robert and Jeanine Byron Revocable Trust under Trust Agreement dated June 18, 2003**
 Original Lessee: **COG Operating LLC**
 Current Lessee: **COG Operating LLC**
 Dated: **June 1, 2015**
 Recording Data: **Book 1974, Page 663, Lea County Records, New Mexico**
 Lands Covered: **Insofar and only insofar as said lease covers the following tract of land**
Township 25 South Range 35 East. N.M.P.M.
Section 21: SW/4SW/4
Lea County, New Mexico, containing 40.0 acres, more or less

Lease 36

Lessor: **Chance C. Barton**
 Original Lessee: **COG Operating LLC**
 Current Lessee: **COG Operating LLC**
 Dated: **June 1, 2015**
 Recording Data: **Book 1973, Page 177, Lea County Records, New Mexico**
 Lands Covered: **Insofar and only insofar as said lease covers the following tract of land**
Township 25 South Range 35 East. N.M.P.M.
Section 21: SW/4SW/4
Lea County, New Mexico, containing 40.0 acres, more or less

ONLINE version

December 2014

State/State

State/Fee

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WHITE FALCON 16 STATE COM 23H, 24H

Lease 37

Lessor: Ginger Lee Butler Clayton
Original Lessee: Energen Resources Corporation
Current Lessee: Energen Resources Corporation
Dated: November 16, 2016
Recording Data: Book 2074, Page 124, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: SW/4SW/4
 Lea County, New Mexico, containing 40.0 acres, more or less

Lease 38

Lessor: Marion Jeffery Owens, a widower
Original Lessee: Energen Resources Corporation
Current Lessee: Energen Resources Corporation
Dated: December 2, 2016
Recording Data: Book 2083, Page 213, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: SW/4SW/4
 Lea County, New Mexico, containing 40.0 acres, more or less

Lease 39

Lessor: Ryan Moore SSMTT Non-Exempt Trust, as revised
 and restated on 12/22/08, by Ryan Moore, as Trustee
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 1, 2015
Recording Data: Book 1977, Page 579, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: NW/4SW/4, SW/4SW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

Lease 40

Lessor: Kevin Moore SSMTT Non-Exempt Trust, as revised
 and restated on 12/22/08, by Kevin Moore, as Trustee
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 1, 2015
Recording Data: Book 1977, Page 569, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: NW/4SW/4, SW/4SW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

ONLINE version

December 2014

State/State

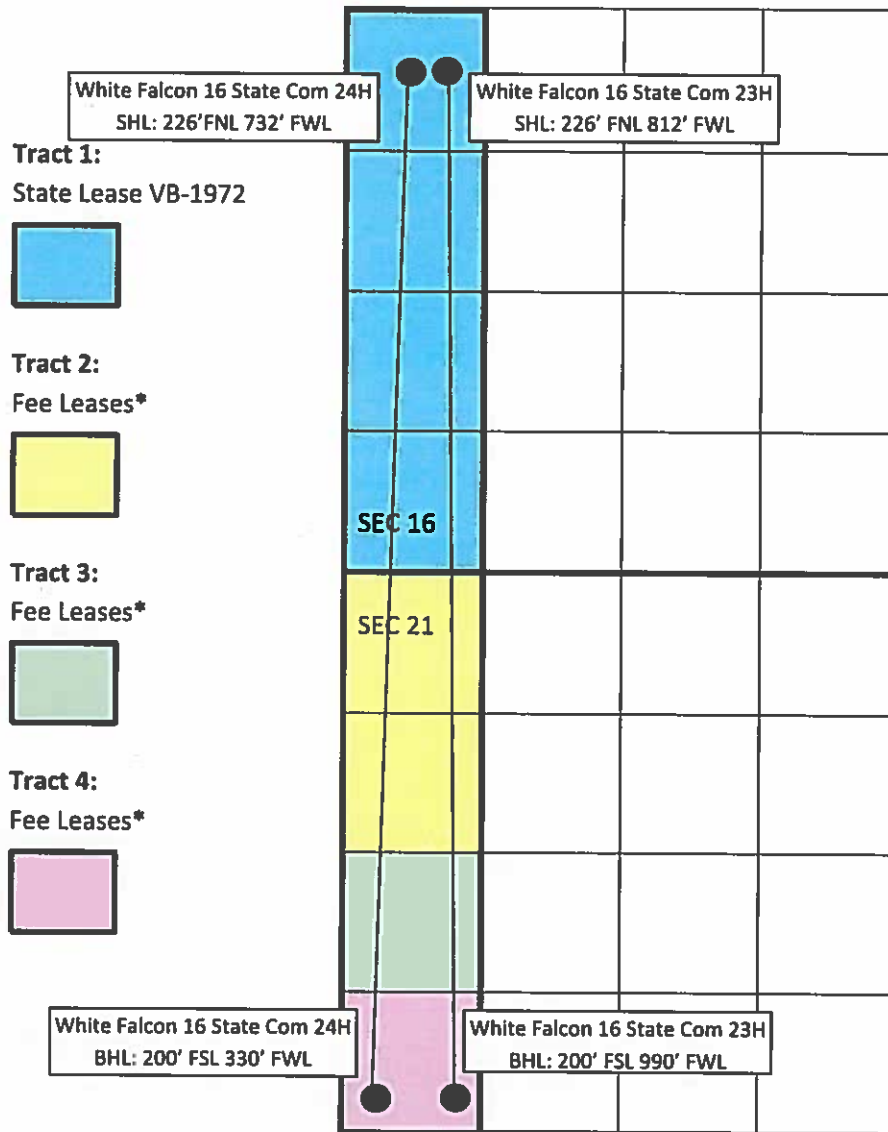
State/Fee

2018 FEB -6 PM 8:11

14

WHITE FALCON 16 STATE COM 23H, 24H**EXHIBIT B**

Attached to and made a part of that Communitization Agreement dated June 1, 2017 by and between COG Operating LLC and EOG Y Resources, Inc., covering the W/2 W/2 of Sections 16 and 21, Township 25 South, Range 35 East, N.M.P.M., Lea County, New Mexico.

White Falcon 16 State Com 23H, 24H

*Certain fee leases overlap Tracts 2, 3, and 4

ONLINE version

December 2014

State/State

State/Fee

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WHITE FALCON 16 STATE COM 23H, 24H

RECAPITULATION

Tract Number	Number of Acres Committed	Percentage of Interest In Communitized Area
No. 1	160.00	50.000000%
No. 2	80.00	25.000000%
No. 3	40.00	12.500000%
No. 4	40.00	12.500000%
<hr/>		
	320.00	100.000000%

From: [Barron, Jeanette](#)
To: [McClure, Dean, EMNRD](#)
Subject: [EXTERNAL] RE: [EXTERNAL]Action ID: 163046; PLC-917
Date: Monday, October 2, 2023 12:37:51 PM
Attachments: [White Falcon 16 St Affidavit of Publication.pdf](#)

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

This should complete all the required documentation for this project.

Thank you,

Jeanette Barron | Regulatory Coordinator, Delaware Basin NM Regulatory | **ConocoPhillips**
O: 575-748-6974 | **C:** 575-703-7411 | 2208 W. Main Street, Artesia, New Mexico

CONFIDENTIALITY NOTICE

This email message, including any attachment(s), is for the sole use of the intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure or distribution is strictly prohibited. If you are not the intended recipient, please immediately contact the sender by email. Thank you.

From: McClure, Dean, EMNRD <Dean.McClure@emnrd.nm.gov>
Sent: Saturday, September 30, 2023 11:41 AM
To: Barron, Jeanette <Jeanette.Barron@conocophillips.com>
Subject: [EXTERNAL]Action ID: 163046; PLC-917

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern (c/o Jeanette Barron for COG Operating, LLC),

The Division is reviewing the following application:

Action ID	163046
Admin No.	PLC-917
Applicant	COG Operating, LLC (229137)
Title	White Falcon 16 State CTB
Sub. Date	12/1/2022

Please provide the following additional supplemental documents:

- Please fill out an admin checklist and provide it.
- Please fill out a Form C-107B and provide it.
- Please provide the affidavit of publication.

Please provide additional information regarding the following:

- Please confirm that the SLO was notified of this application.

-

Additional notes:

-

All additional supplemental documents and information may be provided via email and should be done by replying to this email. The produced email chain will be uploaded to the file for this application.

Please note that failure to take steps to address each of the requests made in this email within 10 business days of receipt of this email may result in the Division rejecting the application requiring the submittal of a new application by the applicant once it is prepared to address each of the topics raised.

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

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](#); [Lamkin, Baylen L.; Dawson, Scott](#)
Subject: Approved Administrative Order PLC-917
Date: Tuesday, October 10, 2023 3:19:28 PM
Attachments: [PLC917 Order.pdf](#)

NMOCD has issued Administrative Order PLC-917 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
30-025-43697	White Falcon 16 State Com #12H	W/2 W/2	16-25S-35E	97088
		W/2 W/2	21-25S-35E	
30-025-43698	White Falcon 16 State #13H	W/2 W/2	16-25S-35E	97088
30-025-43699	White Falcon 16 State Com #23H	W/2 W/2	16-25S-35E	17980
		W/2 W/2	21-25S-35E	
30-025-43700	White Falcon 16 State Com #24H	W/2 W/2	16-25S-35E	17980
		W/2 W/2	21-25S-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

LEGAL NOTICE

December 4, 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 White Falcon 16 State Com 12H, 23H, 24H & White Falcon 16 St 13H wells. Said wells are located in Section 16, Township 25 South, Range 35 East, Lea County, New Mexico. The Central Tank Battery (CTB) where production will be commingled is located in Ut D, Section 16-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) 221-0470 Sean.miller@conocophillips.com at COG Operating LLC, 600 West Illinois, Midland, Texas 79701.

#00273644

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
December 04, 2022
and ending with the issue dated
December 04, 2022.



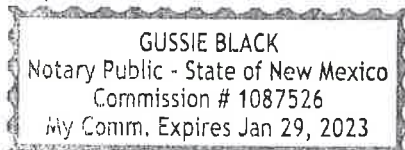
Publisher

Sworn and subscribed to before me this
4th day of December 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	LEGAL
LEGAL NOTICE December 4, 2022	
<p>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 White Falcon 16 State Com 12H, 23H, 24H & White Falcon 16 St 13H wells. Said wells are located in Section 16, Township 25 South, Range 35 East, Lea County, New Mexico. The Central Tank Battery (CTB) where production will be commingled is located in 'Ut D, Section 16-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) 818-2371 Sean.miller@conocophillips.com at COG Operating LLC, 600 West Illinois, Midland, Texas 79701.</p> <p>#00273644</p>	

67116810

00273644

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





Stephanie Garcia Richard
COMMISSIONER

State of New Mexico
Commissioner of Public Lands

310 OLD SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE

Phone (505) 827-5760
Fax (505) 827-5766
www.nmstatelands.org

December 20, 2022

ConocoPhillips
ATTN: Jeanette Barron
2208 West Main St.
Artesia, NM 88210

Re: Request to Surface Commingle and Off-Lease Storage
White Falcon 16 State Com #12H, API No. 30-025-43697
White Falcon 16 State #13H, API No. 30-025-43698
White Falcon 16 State Com #23H, API No. 30-025-43699
White Falcon 16 State Com #24H, API No. 30-025-43700
POOLS: [97088] WC-025 G-08 S2535340; BONE SPRING
[17980] DOGIE DRAW; WOLFCAMP
Lea County, New Mexico

Dear Ms. Barron,

We have received your \$150 application fee and request for surface commingling for the above-captioned wells.

Since it appears that all the rules and regulations for the New Mexico Oil Conservation Division and the State Land Office have been compiled with and there will be no loss of revenue to the State of New Mexico as a result of your proposed operation, your request is hereby approved.

Our approval

- is subject to approval from all relevant agencies,
- does not constitute the granting of any right-of-way or construction rights not granted by the lease instrument.

If you have any questions or if we may be of further assistance, please contact Commingling Manager Scott Dawson at 505.827.5791 or sdawson@slo.state.nm.us.

Respectfully,

A handwritten signature in black ink, appearing to read "SGR/GB", is written over a horizontal line.

Stephanie Garcia Richard
Commissioner of Public Lands

SGR/sd

cc: OCD – Mr. Leonard Lowe
OGMD and Units Reader Files



ConocoPhillips
2208 West Main Street
Artesia, New Mexico 88210
www.conocophillips.com

November 28, 2022

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

Re: Application for Administrative Approval of Pool Commingle and Off Lease Measurement

Dear Mr. McClure,

COG Operating LLC respectfully requests approval for pool commingling and Off Lease Measurement for the following wells:

White Falcon 16 St Com 12H
API# 30-025-43697
WC-025 G-08 S253540: Bone Spring
Ut. D, Sec. 16-T25S-R35E
Lea County, NM

White Falcon 16 St 13H
API# 30-025-43698
WC-025 G-08 S253540: Bone Spring
Ut. D, Sec. 16-T25S-R35E
Lea County, NM

White Falcon 16 St Com 23H
API# 30-025-43699
Doggie Draw; Wolfcamp
Ut. D, Sec. 16-T25S-R35E
Lea County, NM

White Falcon 16 St Com 24H
API# 30-025-43700
Doggie Draw; Wolfcamp
Ut. D, Sec. 16-T25S-R35E
Lea County, NM

Oil Production:

The oil production from all wells will be measured separately by allocation meter prior to being commingled at the Central Tank Battery located in Ut. D, Sec. 16-T25S-R35E. In the event the CTB is over capacity or in the case of battery or pipeline repairs 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 this case, the oil will remain segregated and will be measured by lact meter when offloading at said stations.

Gas Production:

The gas production from all wells will be measured separately by allocation meter prior to being commingled and entering a gas flow line to the gas custody transfer meter at the Central Tank Battery located in Ut. D, Sec. 16-T25S-R35E.

All owners of interest have been notified by certified mail that should they have an objection to this pool commingling, they must file a formal protest with the NMOCD within 20 days of the date of this application. Proof of owner notification and copy of Public Notice is enclosed.

Please see the enclosed Administrative Application Checklist, C-107B Application for Pool Commingling, plats for referenced wells, site facility diagram, maps with lease boundaries showing wells and facility locations, production history and comunization agreement application.

Thank you for your attention to this matter.

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, NM 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
WC-025 G-08 S253540; BS #97088	45.7/1310	45.05/1324			
Dogie Draw; Wolfcamp #17980	44.4/1339				

- (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.
(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: 12.01.22

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) 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) 476-3460 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 30-025-43697		Pool Code 97088	Pool Name WC-025 G-08 S2535340; BONE SPRING
Property Code 317541	Property Name WHITE FALCON 16 STATE COM		Well Number 12H
OGRID No. 229137	Operator Name COG OPERATING, LLC		Elevation 3258.0'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	16	25-S	35-E		226	NORTH	852	WEST	LEA

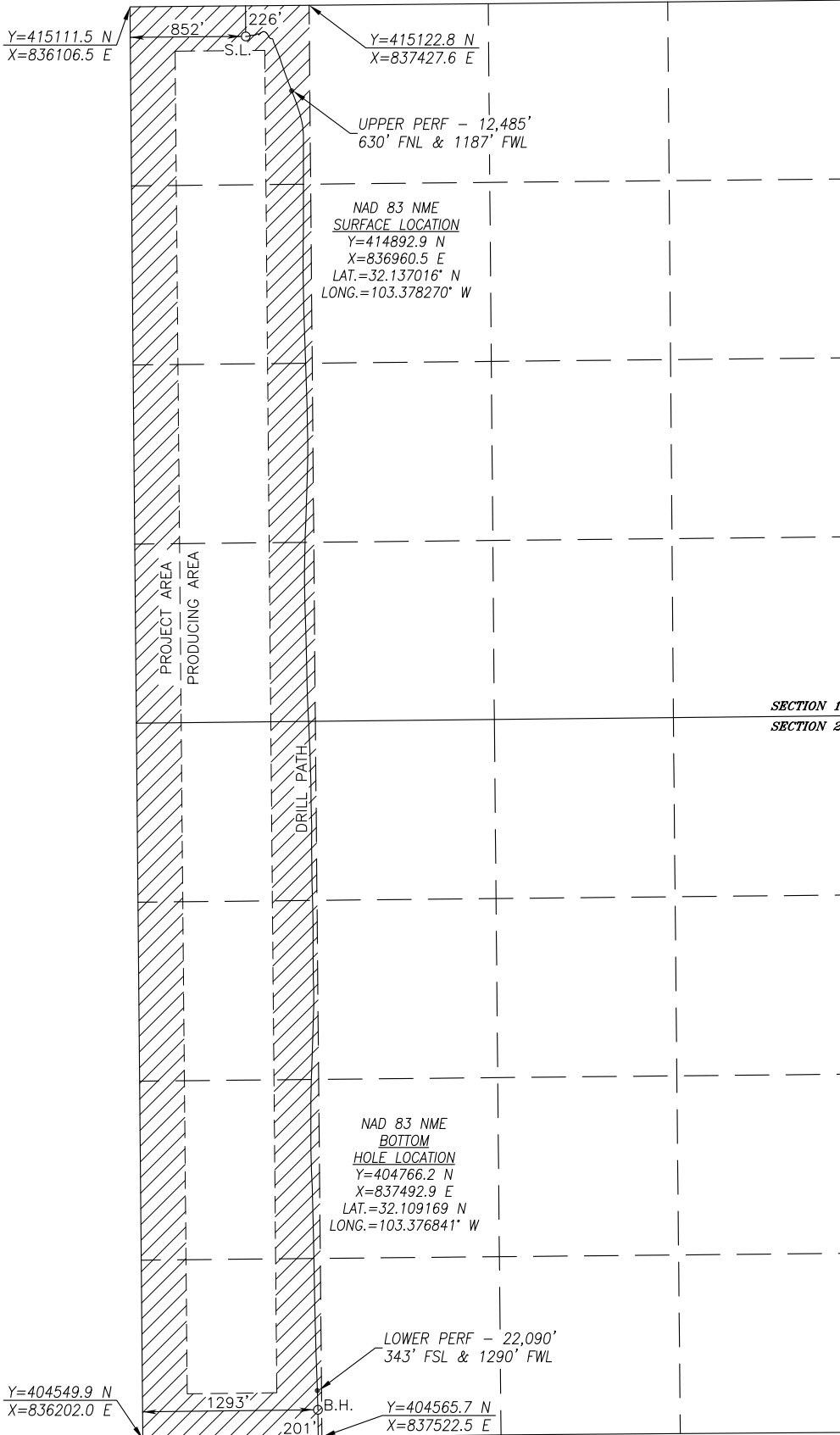
Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	21	25-S	35-E		201	SOUTH	1293	WEST	LEA
Dedicated Acres	Joint or Infill	Consolidation Code	Order No.						

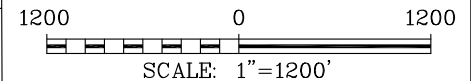
NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

SEE PAGE 2

Property Code	Property Name WHITE FALCON 16 STATE COM	Well Number 12H
OGRID No.	Operator Name COG OPERATING, LLC	Elevation 3258.0'



BOREPATH SHOWN HEREON IS BASED ON
DIRECTIONAL SURVEY REPORT PROVIDED BY
COG OPERATING, LLC. FOR THE WHITE FALCON
16 ST COM #12H SUPPLIED TO HARCROW
SURVEYING, LLC ON AUGUST 14, 2018



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 12.01.22
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.

FEB. 6, 2017/UNKNOWN

Date of Survey/Date of Geographic Survey

Signature & Seal of Professional Surveyor



Chad Harcrow 8/27/18
Certificate No. CHAD HARCROW 17777

PAGE 2 OF 2

W.O. # 18-995

DRAWN BY: AM

DISTRICT I
1625 N. FRENCH DR., HOBBS, NM 88240
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Santa Fe, New Mexico 87505

Form C-102
Revised August 1, 2011
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District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-43698	Pool Code 97088	Pool Name WC-025 G-08 S2535340; BONE SPRING
Property Code 317339	Property Name WHITE FALCON 16 STATE	Well Number 13H
OGRID No. 229137	Operator Name COG OPERATING, LLC	Elevation 3257.0'

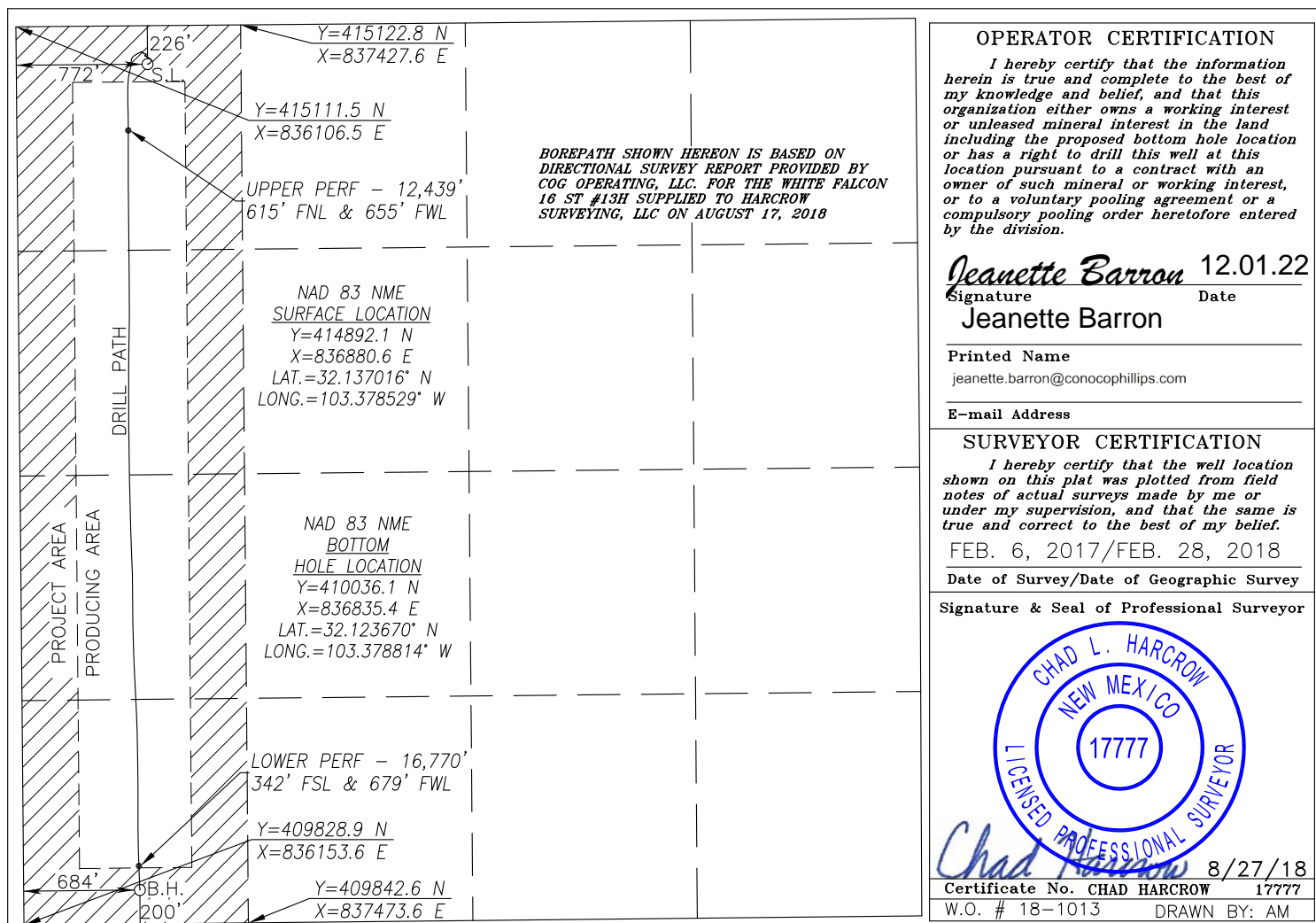
Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	16	25-S	35-E		226	NORTH	772	WEST	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
M	16	25-S	35-E		200	SOUTH	684	WEST	LEA
Dedicated Acres	Joint or Infill	Consolidation Code	Order No.						

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-43699	Pool Code 17980	Pool Name Dogie Draw; Wolfcamp
Property Code 317541	Property Name WHITE FALCON 16 STATE COM	Well Number 23H
OGRID No. 229137	Operator Name COG OPERATING, LLC	Elevation 3257.4'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	16	25-S	35-E		226	NORTH	812	WEST	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
M	21	25-S	35-E		201	SOUTH	1018	WEST	LEA
Dedicated Acres	Joint or Infill	Consolidation Code	Order No.						

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
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SEE PAGE 2

Released to Imaging: 10/10/2023 4:42:04 PM

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Phone: (575) 393-6161 Fax: (575) 393-0720

DISTRICT II
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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 30-025-43700	Pool Code 17980	Pool Name Dogie Draw; Wolfcamp
Property Code 317541	Property Name WHITE FALCON 16 STATE COM	Well Number 24H
OGRID No. 229137	Operator Name COG OPERATING, LLC	Elevation 3255.0'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	16	25-S	35-E		226	NORTH	732	WEST	LEA

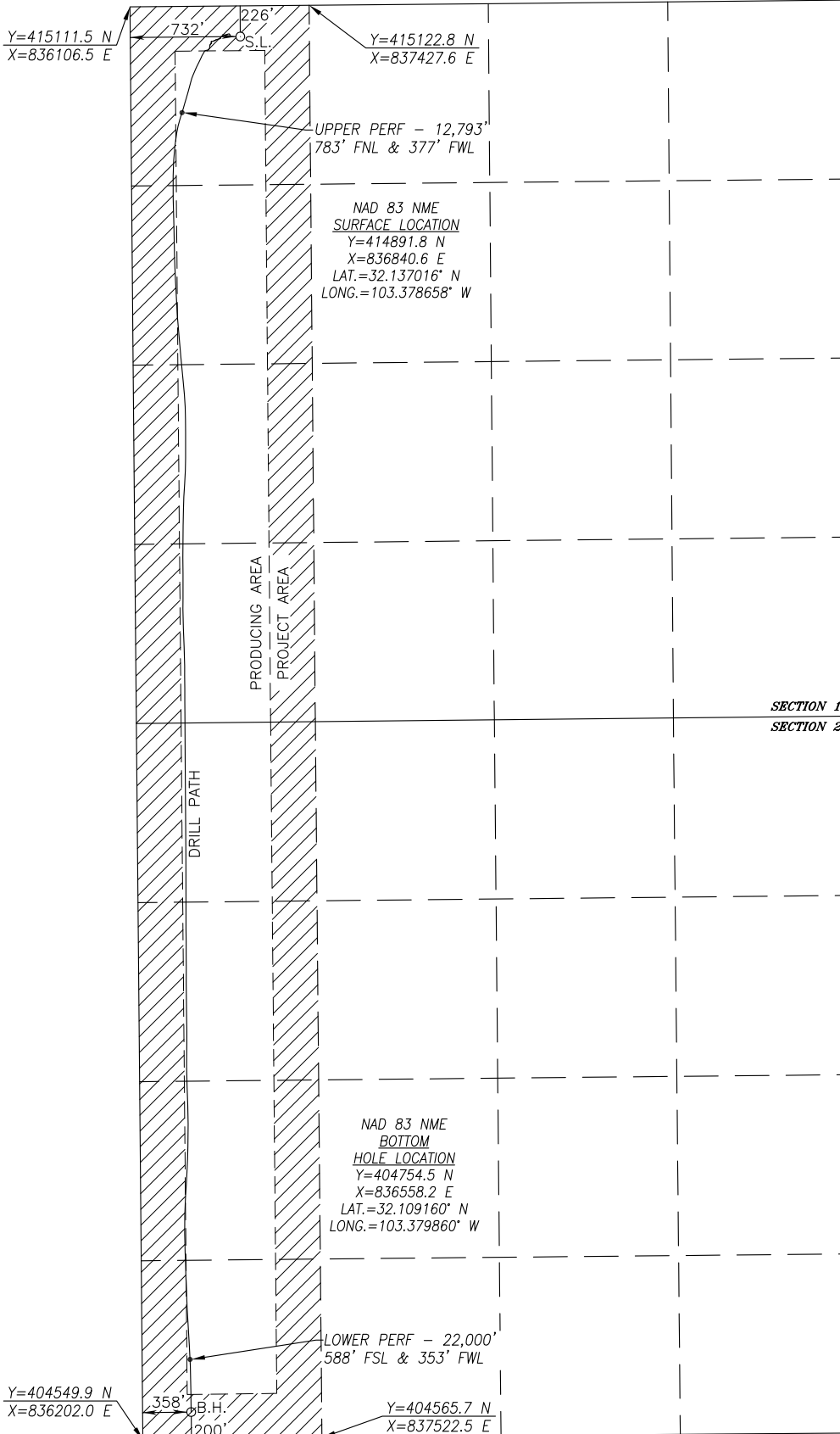
Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	21	25-S	35-E		200	SOUTH	358	WEST	LEA
Dedicated Acres	Joint or Infill	Consolidation Code	Order No.						

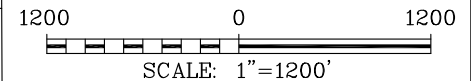
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SEE PAGE 2

Property Code	Property Name WHITE FALCON 16 STATE COM	Well Number 24H
OGRID No.	Operator Name COG OPERATING, LLC	Elevation 3255.0'



BOREPATH SHOWN HEREON IS BASED ON
DIRECTIONAL SURVEY REPORT PROVIDED BY
COG OPERATING, LLC. FOR THE WHITE FALCON
16 ST COM #23H SUPPLIED TO HARCROW
SURVEYING, LLC ON AUGUST 14, 2018



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 12.01.22
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.

FEB. 6, 2017/MAR. 26, 2018
Date of Survey/Date of Geographic Survey

Signature & Seal of Professional Surveyor



Chad Harcrow 8/27/18
Certificate No. CHAD HARCROW 17777
W.O. # 18-1014 DRAWN BY: AM



WHITE FALCON 16 STATE CTB
SECTION 16, T25S, R35E, UNIT A
COORDS: 32.1357, -103.3800
LEA COUNTY, NM

WELLS:

WHITE FALCON 16 STATE COM #024H: 30-025-43700
WHITE FALCON 16 STATE #013H: 30-025-43698
WHITE FALCON 16 STATE COM #023H: 30-025-43699
WHITE FALCON 16 STATE COM #012H: 30-025-43697

GAS SALES METER
Gas Meter (GS): #161001145

GAS METERS
VRU 16H Booster:
(GB): #39022423
Flare Gas Meter:
(GF): # No Tag
Buy Back Gas Meter:
(BB): #161001146
VCU Gas Meter:
(GC): #189078-86127

ALLOCATION MTRS

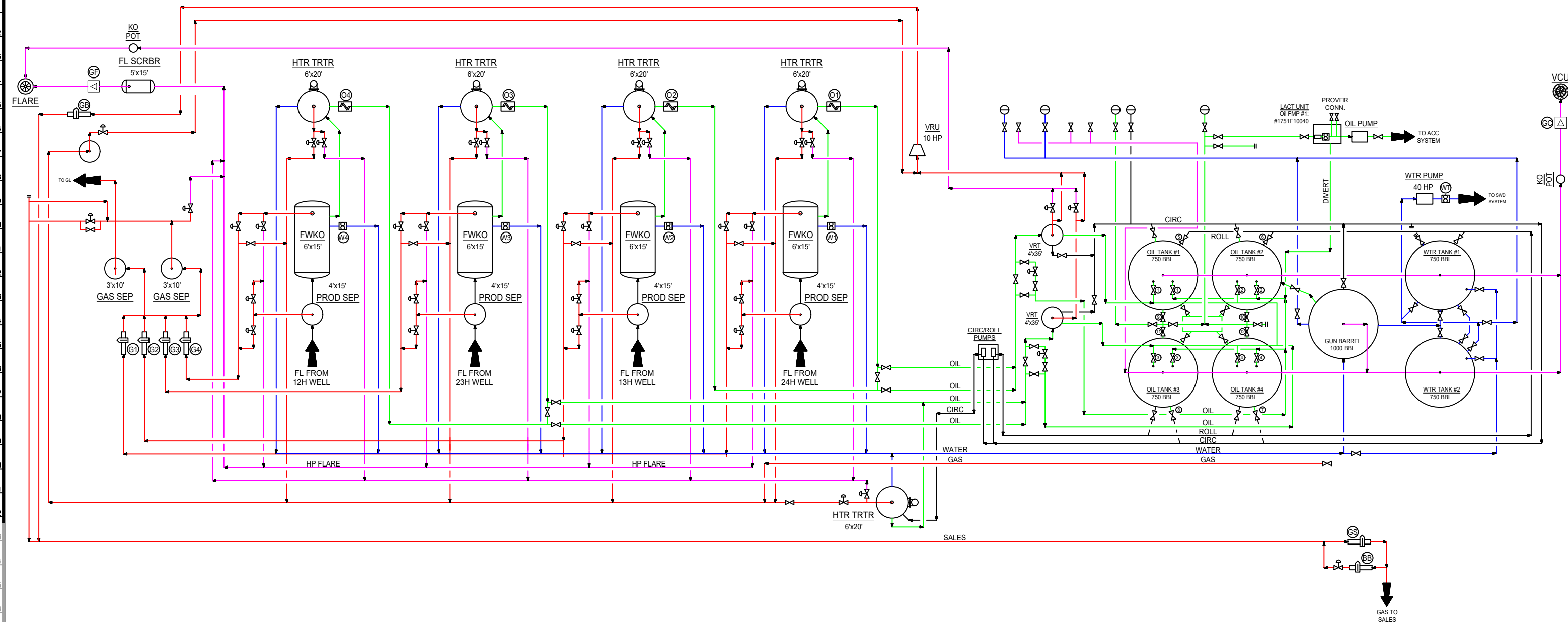
12H Meters: 23H Meters:
OIL (O4): #N502E916000 OIL (O3): #14721484
GAS (G4): #39022431 GAS (G3): #39022429
Water (W4): #12144834415 Water (W3): #1727546

13H Meters: 24H Meters:
OIL (O2): #N502E816000 OIL (O1): #N502E516000
GAS (G2): #39022428 GAS (G1): #39022430
Water (W2): #12142945928 Water (W1): #1727516

Water (WT): #12101432125

Production Phase - Oil Tank #1
- Valve 1 open
- Valves 2, 3, and 4 closed
- Valves 5 open
- Valves 6, 7, and 8 closed
- Valve 9 closed
- Valves 10, 11, and 12 closed

Sales Phase - Oil Tank #1
- Valve 1 closed
- Valves 2, 3, or 4 open
- Valve 5 closed
- Valves 6, 7, or 8 open
- Valve 9 open
- Valves 10, 11, and 12 closed



NOTES:

Type of Lease: State
Lease #:
CA #:
Property Code:
OGRID #:

Legend for Site Diagram

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

CONFIDENTIALITY NOTICE

THIS DRAWING IS PROPERTY OF COG OPERATING LLC 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
1	COG OPERATING LLC SITE SECURITY PLANS LOCATED AT:
2	ONE CONCHO CENTER 600 WEST ILLINOIS AVENUE MIDLAND, TEXAS 79701

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHK.	APP.
A	03/16/21	REVISED PER FIELD VERIFICATION	AS	JS	

ENGINEERING RECORD

BY	DATE
DRN: AS	03/16/21
DES:	
CHK:	
APP:	
AFE NO:	
FACIL ENGR:	
OPER ENGR:	VARIES
SCALE:	NONE

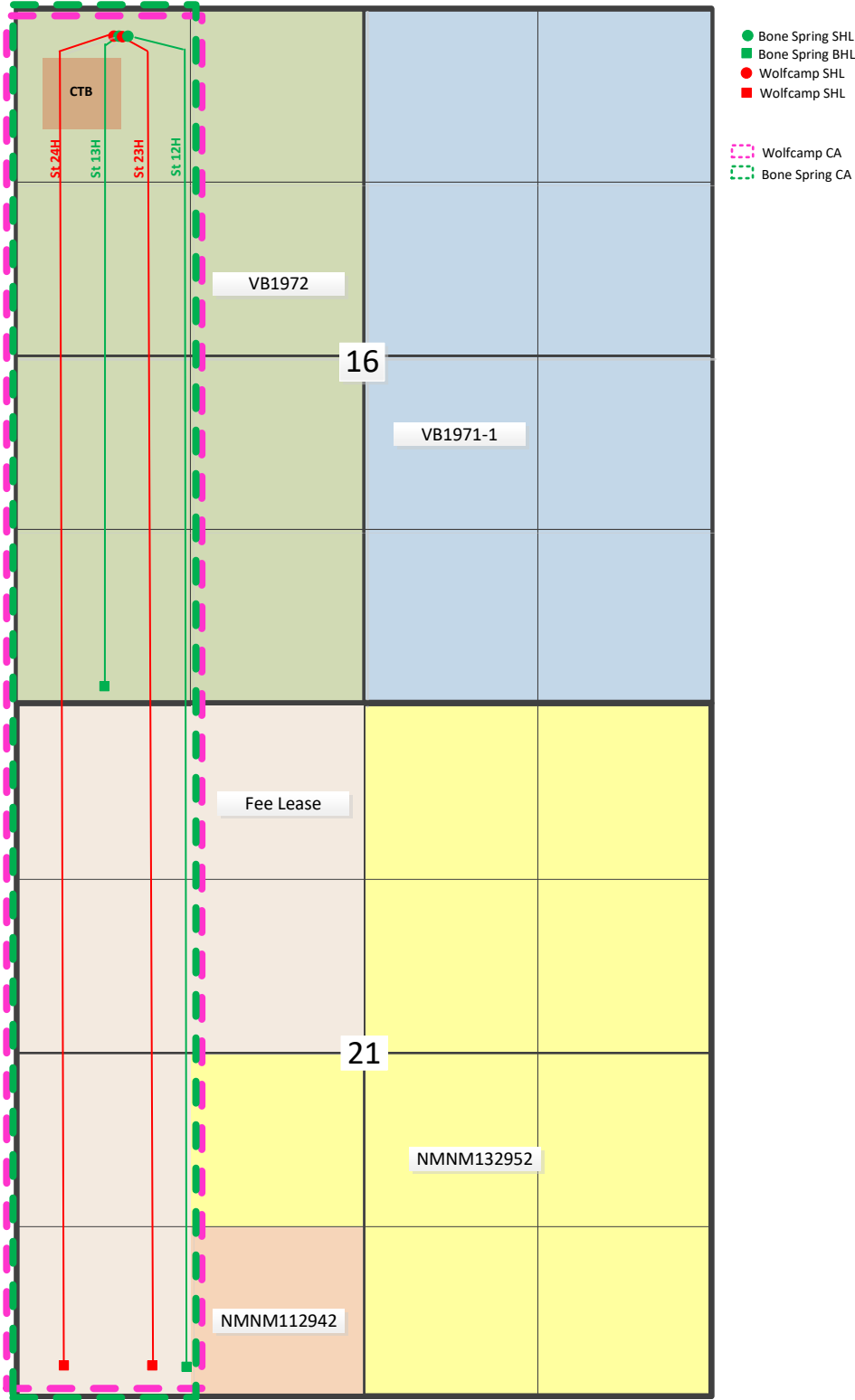


DELAWARE BASIN EAST ASSET
PRODUCTION FACILITIES
SITE FACILITY DIAGRAM
WHITE FALCON 16 STATE CTB

LEA COUNTY NEW MEXICO
TWNSHP/RANGE DWG NO. White Falcon 16 State CTB
MULTIPLE REV A

DW – 03/19/17
Updated – 5/21/18
Updated – 5/24/18
JB 10.31.22

White Falcon 16 St 13H
White Falcon 16 St Com 12H, 23H-24H
T25S-R35E, Lea County



White Falcon 16D State Com CTB



WHITE FALCON 16 STATE COM 12H, 13H, 23H & 24H									
Date Sent	Initials	Name	Name 2	Address	Address 2	City	State	Zip Code	Certified return Receipt No.
12.01.22	JB	ABO ROYALTY LLC		PO BOX 900		ARTESIA	NM	88211-0900	7013 3020 0000 8749 4196
12.01.22	JB	ALLEN CLAY DAVIS		PO BOX 962		ARDMORE	OK	73402	7013 3020 0000 8749 4202
12.01.22	JB	BEVERLY B BLAIR		2635 BAMBOO DR		LAKE HAVASU CITY	AZ	86403	7013 3020 0000 8749 4219
12.01.22	JB	BLACK MOUNTAIN SWD LP		425 HOUSTON ST	STE 400	FORT WORTH	TX	76102	7013 3020 0000 8749 4226
12.01.22	JB	BUFKIN HOLDINGS LLC	DBA B&R LAND AND CATTLE LLC	PO BOX 2243		LONGVIEW	TX	75606	7013 3020 0000 8749 4233
12.01.22	JB	CARROLLTON MINERAL PARTNERS IV LP		5950 BERKSHIRE LANE	STE 1125	DALLAS	TX	75225	7013 3020 0000 8749 4240
12.01.22	JB	CHARLOTTE S E GARZA		324 HENERETTA DRIVE		HURST	TX	76054	7013 3020 0000 8749 4257
12.01.22	JB	CHARLUS J BISHOP	DBA BT AERO LLC	PO BOX 321		KINGMAN	KS	67068	7013 3020 0000 8749 4264
12.01.22	JB	CHISOS LTD		1331 LAMAR ST	STE 1077	HOUSTON	TX	77010	7013 3020 0000 8749 4271
12.01.22	JB	CHISOS MINERALS LLC		PO BOX 470788		FORT WORTH	TX	76147	7013 3020 0000 8749 4288
12.01.22	JB	CMP PERMIAN LP		2525 KELL BLVD	STE 510	WICHITA FALLS	TX	76308	7013 3020 0000 8749 4295
12.01.22	JB	COLLEGE OF THE SOUTHWEST FOUNDATION		6610 LIVINGSTON HIGHWAY		HOBBS	NM	88240-9987	7013 3020 0000 8749 4301
12.01.22	JB	DONNA DAVIS HAMMACK		2625 PILLORY POINTE		SCHERTZ	TX	78108	7013 3020 0000 8749 4318
12.01.22	JB	E3 LAND & MINERALS LLC		327 NORTH ROBERTS ST		GILMER	TX	75644	7013 3020 0000 8749 4325
12.01.22	JB	EASLEY FAMILY FUTURES LLC		2700 VISTA GRANDE NWE #96	C/O ROGER EASLEY	ALBUQUERQUE	NM	87120	7013 3020 0000 8749 4332
12.01.22	JB	ELLIOTT INDUSTRIES LP		PO BOX 1328		SANTA FE	NM	87504	7013 3020 0000 8749 4349
12.01.22	JB	ELLIOTT-HALL COMPANY		PO BOX 1328		SANTA FE	NM	87504	7013 3020 0000 8749 4356
12.01.22	JB	EOG RESOURCES INC		P O BOX 840321		DALLAS	TX	75284-0321	7013 3020 0000 8749 4363
12.01.22	JB	FUEL PRODUCTS INC		PO BOX 3098		MIDLAND	TX	79702	7013 3020 0000 8749 4370
12.01.22	JB	GAHR ENERGY COMPANY		PO BOX 1889		MIDLAND	TX	79702	7013 3020 0000 8749 4387
12.01.22	JB	GAHR RANCH & INVESTMENTS PRTRNSHP	LTD	PO BOX 1889		MIDLAND	TX	79702	7013 3020 0000 8749 4394
12.01.22	JB	GEORGIA DAVIS GRIFFITH		1025 FERN DR		ROSWELL	NM	88203	7013 3020 0000 8749 4400
12.01.22	JB	GERALD DAN THOMPSON		12107 LUEDERS LANE		DALLAS	TX	75230	7013 3020 0000 8749 4417
12.01.22	JB	GGM EXPLORATION INC		PO BOX 123610		FORT WORTH	TX	76121	7013 3020 0000 8749 4424
12.01.22	JB	GINGER B CLAYTON LIVING TRUST	12 19 2008 GINGER B CLAYTON TTEE	10390 N NASKAPI PT		DUNNELLON	FL	34434	7013 3020 0000 8749 4431
12.01.22	JB	HOLLIS R SULLIVAN	DBA VERITAS ENERGY HOLDINGS LLC	PO BOX 9289		WICHITA FALLS	TX	76308	7013 3020 0000 8749 4448
12.01.22	JB	J L BURKE III		8928 MEADOWKNOLL DR		DALLAS	TX	75243	7013 3020 0000 8749 4455
12.01.22	JB	J&G HOLDINGS LLC		PO BOX 647		LONDON	KY	40743	7013 3020 0000 8749 4462
12.01.22	JB	JAMES M DAVIS		PO BOX 4251		MIDLAND	TX	79704	7013 3020 0000 8749 4479
12.01.22	JB	JAMES TURBYFILL		PO BOX 1517		MARCO ISLAND	FL	34146	7013 3020 0000 8749 4486
12.01.22	JB	JEANENE HALL		613D BULLOCK AVE		SOCORRO	NM	87801	7013 3020 0000 8749 4493
12.01.22	JB	JERRY BILLINGTON		208 MABLE AVE		PRINCETON	TX	75407	7013 3020 0000 8749 4509
12.01.22	JB	JOHN & THERESA HILLMAN FAMILY	PROPERTIES LP	PO BOX 50187		MIDLAND	TX	79710	7013 3020 0000 8749 4516
12.01.22	JB	KAREN FRECK ROGNERUD		17853 FM 31		MARSHALL	TX	75672	7013 3020 0000 8749 4523
12.01.22	JB	KEVIN HAMMIT		3000 CALLAWAY DR		MIDLAND	TX	79707	7013 3020 0000 8749 4530
12.01.22	JB	KIMMERIDGE MINERAL FUND LP	DBA KMF LAND LLC	1401 LAWRENCE ST	STE 1750	DENVER	CO	80202	7013 3020 0000 8749 4547
12.01.22	JB	LONESOME OIL LLC		PO BOX 50880		MIDLAND	TX	79710	7013 3020 0000 8749 4554
12.01.22	JB	M A LEWIS LLC		105 S EAST AVE		HOLLIDAY	TX	76366	7013 3020 0000 8749 4561
12.01.22	JB	MANIX ROYALTY LTD		PO BOX 2818		MIDLAND	TX	79702	7013 3020 0000 8749 4578
12.01.22	JB	MARILYN BURKE SALTER		20031 82ND AVE WEST		EDMONDS	WA	98026	7013 3020 0000 8749 4585
12.01.22	JB	MARSHALL & WINSTON INC		P O BOX 50880		MIDLAND	TX	79710-0880	7013 3020 0000 8749 4592
12.01.22	JB	MERIDIAN 102 LP	PROVIDENCE ENERGY LTD AGENT	16400 N DALLAS PKWY	SUITE 400	DALLAS	TX	75248	7013 3020 0000 8749 4608
12.01.22	JB	MICHAEL FRECK		192 OAK DR		WASKOM	TX	75692	7013 3020 0000 8749 4615
12.01.22	JB	MICHAEL FRED MADERA		PO BOX 645		LA PINE	OR	97739	7013 3020 0000 8749 4622
12.01.22	JB	MICHAEL HARRISON MOORE		PO BOX 205576		DALLAS	TX	75320-5576	7013 3020 0000 8749 4639
12.01.22	JB	MICHAEL MEDLIN		PO BOX 506		BOERNE	TX	78006	7013 3020 0000 8749 4646
12.01.22	JB	MORIAH O&G LLC		PO BOX 50465		MIDLAND	TX	79710	7013 3020 0000 8749 4653
12.01.22	JB	MSH FAMILY REAL ESTATE PARTNERSHIP	II LLC	4143 MAPLE AVE	STE 500	DALLAS	TX	75219	7013 3020 0000 8749 4660
12.01.22	JB	NANCY FARMER		5136 E 35TH STREET		TULSA	OK	74135	7013 3020 0000 8749 4677
12.01.22	JB	NORMA LOVING		2009 CROCKETT CT		IRVING	TX	75038	7013 3020 0000 8749 4684
12.01.22	JB	OAK VALLEY MINERAL & LAND LP		PO BOX 50820		MIDLAND	TX	79710	7013 3020 0000 8749 4691
12.01.22	JB	OGX ROYALTY FUND LP		PO BOX 2064		MIDLAND	TX	79702	7013 3020 0000 8749 4707
12.01.22	JB	PAGE S BAIRD		709 MCCOY DR		IRVING	TX	75062	7013 3020 0000 8749 4714
12.01.22	JB	PEGASUS RESOURCES LLC		PO BOX 733980		DALLAS	TX	75373	7014 0510 0001 0694 2352
12.01.22	JB	PHEASANT ENERGY LLC		PO BOX 471458		FORT WORTH	TX	76147	7014 0510 0001 0694 2369
12.01.22	JB	POST OAK MAVROS II LLC		34 S WYNDEN DR	STE 210	HOUSTON	TX	77056	7014 0510 0001 0694 2376
12.01.22	JB	RAD ENERGY LLC		1027 WARD ST		MIDLAND	TX	79701	7020 1810 0000 1415 7515
12.01.22	JB	RICHARD K BARR FAMILY TRUST	BEVERLY JEAN RENFRO BARR TRUSTEE	804 PARK VISTA CIR		SOUTHLAKE	TX	76092	7020 3160 0001 0978 9979
12.01.22	JB	RIVERBEND OIL & GAS IX INVESTMENTS	LLC	1200 SMITH STREET STE 1950	TWO ALLEN CENTER	HOUSTON	TX	77002	7020 3160 0001 0978 9986
12.01.22	JB	ROBERT & JEANNINE BYRON REVOC	TRUST 6 18 03, ROBERT P & JEANNINE H BYRON TRUSTEES	PO BOX 1562		ROSWELL	NM	88202	7020 3160 0001 0978 9993
12.01.22	JB	ROBERT FRECK		538 4TH STREET		GRETNA	LA	70053	7020 3160 0001 0979 0005
12.01.22	JB	ROBERT ROARK	DBA BUGLING BULL INVESTMENTS LLC	4747 RESEARCH FOREST DR	STE 180 315	THE WOODLANDS	TX	77381	7020 3160 0001 0978 9085
12.01.22	JB	ROY G BARTON JR		1919 N TURNER STREET	C/O BARTON OIL CO	HOBBS	NM	88240-2712	7020 3160 0001 0978 9092
12.01.22	JB	SCHYLER CLICK	DBA ARID WEST INVESTMENTS	6704 EAST CR	APT 107	MIDLAND	TX	79706	7020 3160 0001 0978 9108
12.01.22	JB	SCOTT E WILSON BYPASS TRUST	CYNTHIA M WILSON TRUSTEE	4601 MIRADOR DR		AUSTIN	TX	78735	7020 3160 0001 0978 9115
12.01.22	JB	SHAWN FRECK		816 E CENTRE AVE		BUCKEYE	AZ	85326	7020 3160 0001 0978 9122
12.01.22	JB	SHERRY ROBERTS	& BILL P ROBERTS	4401 COYOTE TRAIL		MIDLAND	TX	79707	7020 3160 0001 0978 9139
12.01.22	JB	SMP SIDECAR TITAN MINERAL HOLDINGS	LP	4143 MAPLE AVE	STE 500	DALLAS	TX	75219	7020 3160 0001 0978 9146
12.01.22	JB	SMP TITAN FLEX LP		4143 MAPLE AVE	STE 500	DALLAS	TX	75219	7020 3160 0001 0978 9153
12.01.22	JB	SMP TITAN MINERAL HOLDINGS LP		4143 MAPLE AVE	STE 500	DALLAS	TX	75219	7020 3160 0001 0978 9160
12.01.22	JB	SNS OIL & GAS PROPERTIES INC		PO BOX 2234		ARDMORE	OK	73402	7020 3160 0001 0978 9177
12.01.22	JB	SORTIDA RESOURCES LLC		PO BOX 50820		MIDLAND	TX	79710	7020 3160 0001 0978 9184
12.01.22	JB	SOUTHWESTERN BAPTIST THEOLOGY	SEMINARY	PO BOX 840350	C/O HIGHGROUND ADVISORS	DALLAS	TX	75284-0350	7020 3160 0001 0978 9191
12.01.22	JB	SUDAN HUMPHREYS	& RONALD K HUMPHREYS	1311 BRIGHTON PL		MIDLAND	TX	79705	7020 3160 0001 0978 9207
12.01.22	JB	TD MINERALS LLC		8111 WESTCHESTER DRIVE	SUITE 900	DALLAS	TX	75225	7020 3160 0001 0978 9214
12.01.22	JB	TERRY LYNN HOLT		1922 VINTAGE DRIVE		CORINTH	TX	76210	7020 3160 0001 0978 9221
12.01.22	JB	TEXAS TECH UNIVERSITY	FARMERS NATIONAL COMPANY AGENT	PO BOX 3480		OMAHA	NE	68103-0480	7020 3160 0001 0978 9238
12.01.22	JB	THE BOARD OF REGENTS OF THE TEXAS	A&M UNIV SYSTEM	301 TARROW 6TH FLOOR	ATTN SERO-BURKE ESTATE	COLLEGE STATION	TX	77840	7020 3160 0001 0978 9245
12.01.22	JB	THE LEE & JUDY DAVIS REV TRUST	LELAND E DAVIS & JUDITH E DAVIS, CO TRUSTEES	1625 9TH AVE SE		SAINT CLOUD	MN	56304	7020 3160 0001 0978 9252
12.01.22	JB	THE OHIO STATE UNIVERSITY	FARMERS NATIONAL CO AGENT	PO BOX 3480	OIL & GAS DEPT	OMAHA	NE	68103	7020 3160 0001 0978 9269
12.01.22	JB	THOMAS M BEALL		PO BOX 3098		MIDLAND	TX	79702	7020 3160 0001 0978 9276
12.01.22	JB	WILLIAM HOLMES		1610 HERITAGE		MISSION	TX	78572	7020 3160 0001 0978 9283

Hobbs News Sun Newspaper

LEGAL NOTICES

Please run for one day only.

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 White Falcon 16 State Com 12H, 23H, 24H & White Falcon 16 St 13H wells. Said wells are located in Section 16, Township 25 South, Range 35 East, Lea County, New Mexico. The Central Tank Battery (CTB) where production will be commingled is located in Ut D, Section 16-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) 818-2371 Sean.miller@conocophillips.com at COG Operating LLC, 600 West Illinois, Midland, Texas 79701.

Published in the Hobbs News Sun Newspaper, Hobbs, NM December 04, 2022.

LEGAL NOTICE

December 4, 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 White Falcon 16 State Com 12H, 23H, 24H & White Falcon 16 St 13H wells. Said wells are located in Section 16, Township 25 South, Range 35 East, Lea County, New Mexico. The Central Tank Battery (CTB) where production will be commingled is located in Ut D, Section 16-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) 221-0470 Sean.miller@conocophillips.com at COG Operating LLC, 600 West Illinois, Midland, Texas 79701.

#00273644



Certificate of Analysis

Number: 6030-21110256-009A

Artesia Laboratory

200 E Main St.

Artesia, NM 88210

Phone 575-746-3481

Concho Oil & Gas
Concho Oil & Gas
2407 Pecos Ave.
Artesia, NM 88210

Dec. 06, 2021

Station Name: White Falcon 16 State Com 12H
Station Number: 39022431
Station Location: COG
Sample Point: Meter Run
Type of Sample: Spot-Cylinder
Heat Trace Used: N/A
Sampling Method: Fill and Purge
Sampling Company: COG
Routing ID: L48INVID
GL#: 702013

Sampled By: Terry Heady
Sample Of: Gas Spot
Sample Date: 11/18/2021 14:37
Sample Conditions: 78.3 psig, @ 67.8 °F Ambient: 52 °F
Effective Date: 11/18/2021 14:37
Method: GPA-2261M
Cylinder No: 5030-03655
Instrument: 70142339 (Inficon GC-MicroFusion)
Last Inst. Cal.: 12/06/2021 0:00 AM
Analyzed: 12/06/2021 11:37:16 by ERG

Analytical Data

Components	Un-normalized Mol %	Mol. %	Wt. %	GPM at 14.73 psia		
Hydrogen Sulfide	0.000	0.00620	0.009		GPM TOTAL C2+	6.954
Nitrogen	2.017	2.02020	2.493		GPM TOTAL C3+	3.614
Methane	72.823	72.95308	51.553		GPM TOTAL iC5+	0.753
Carbon Dioxide	0.826	0.82748	1.604			
Ethane	12.416	12.43848	16.475	3.340		
Propane	6.751	6.76276	13.136	1.870		
Iso-butane	0.836	0.83699	2.143	0.275		
n-Butane	2.257	2.26073	5.788	0.716		
Iso-pentane	0.499	0.49979	1.588	0.183		
n-Pentane	0.552	0.55249	1.756	0.201		
Hexanes Plus	0.840	0.84180	3.455	0.369		
	99.817	100.00000	100.000	6.954		

Calculated Physical Properties

Relative Density Real Gas	Total	C6+
	0.7868	3.2176
Calculated Molecular Weight	22.70	93.19
Compressibility Factor	0.9958	

GPA 2172 Calculation:

Calculated Gross BTU per ft³ @ 14.73 psia & 60°F

Real Gas Dry BTU	1322	5141
Water Sat. Gas Base BTU	1300	5052
Ideal, Gross HV - Dry at 14.73 psia	1316.5	5141.1
Ideal, Gross HV - Wet	1293.6	5051.6

Comments: H2S Field Content 62 ppm

Hydrocarbon Laboratory Manager

Quality Assurance: The above analyses are performed in accordance with ASTM, UOP, GPA guidelines for quality assurance, unless otherwise stated.



Certificate of Analysis

Number: 6030-21110256-013A

Artesia Laboratory

200 E Main St.

Artesia, NM 88210

Phone 575-746-3481

Concho Oil & Gas
Concho Oil & Gas
2407 Pecos Ave.
Artesia, NM 88210

Dec. 06, 2021

Station Name: White Falcon 16 State Com 13H
Station Number: 39022428
Station Location: COG
Sample Point: Meter Run
Type of Sample: Spot-Cylinder
Heat Trace Used: N/A
Sampling Method: Fill and Purge
Sampling Company: COG
Routing ID: L48INVID
GL#: 702013

Sampled By: Terry Heady
Sample Of: Gas Spot
Sample Date: 11/18/2021 14:40
Sample Conditions: 75.3 psig, @ 79.7 °F Ambient: 52 °F
Effective Date: 11/18/2021 14:40
Method: GPA-2261M
Cylinder No: 1111-005572
Instrument: 70142339 (Inficon GC-MicroFusion)
Last Inst. Cal.: 12/06/2021 0:00 AM
Analyzed: 12/06/2021 11:23:02 by ERG

Analytical Data

Components	Un-normalized Mol %	Mol. %	Wt. %	GPM at 14.73 psia		
Hydrogen Sulfide	0.000	0.00800	0.012		GPM TOTAL C2+	6.160
Nitrogen	1.899	1.92390	2.437		GPM TOTAL C3+	3.236
Methane	75.371	76.37089	55.392		GPM TOTAL iC5+	0.947
Carbon Dioxide	0.585	0.59297	1.180			
Ethane	10.749	10.89136	14.806	2.924		
Propane	5.226	5.29516	10.556	1.464		
Iso-butane	0.700	0.70889	1.863	0.233		
n-Butane	1.847	1.87121	4.917	0.592		
Iso-pentane	0.473	0.47918	1.563	0.176		
n-Pentane	0.577	0.58466	1.907	0.213		
Hexanes Plus	1.257	1.27378	5.367	0.558		
	98.684	100.00000	100.000	6.160		

Calculated Physical Properties

Relative Density Real Gas	Total	C6+
	0.7664	3.2176
Calculated Molecular Weight	22.12	93.19
Compressibility Factor	0.9960	

GPA 2172 Calculation:

Calculated Gross BTU per ft³ @ 14.73 psia & 60°F

Real Gas Dry BTU	1298	5141
Water Sat. Gas Base BTU	1275	5052
Ideal, Gross HV - Dry at 14.73 psia	1292.4	5141.1
Ideal, Gross HV - Wet	1269.9	5051.6

Comments: H2S Field Content 80 ppm

Hydrocarbon Laboratory Manager

Quality Assurance: The above analyses are performed in accordance with ASTM, UOP, GPA guidelines for quality assurance, unless otherwise stated.



Certificate of Analysis

Number: 6030-21110256-001A

Artesia Laboratory

200 E Main St.

Artesia, NM 88210

Phone 575-746-3481

Concho Oil & Gas
Concho Oil & Gas
2407 Pecos Ave.
Artesia, NM 88210

Dec. 06, 2021

Station Name: White Falcon 16 State Com 23H
Station Number: 39022429
Station Location: COG
Sample Point: Meter Run
Type of Sample: Spot-Cylinder
Heat Trace Used: N/A
Sampling Method: Fill and Purge
Sampling Company: COG
Routing ID: L48INVID
GL#: 702013

Sampled By: Terry Heady
Sample Of: Gas Spot
Sample Date: 11/18/2021 14:41
Sample Conditions: 76.1 psig, @ 67 °F Ambient: 52 °F
Effective Date: 11/18/2021 14:41
Method: GPA-2261M
Cylinder No: 1111-002346
Instrument: 70142339 (Inficon GC-MicroFusion)
Last Inst. Cal.: 12/06/2021 0:00 AM
Analyzed: 12/06/2021 11:09:20 by ERG

Analytical Data

Components	Un-normalized Mol %	Mol. %	Wt. %	GPM at 14.73 psia		
Hydrogen Sulfide	0.000	0.00250	0.004		GPM TOTAL C2+	7.833
Nitrogen	1.876	1.87113	2.260		GPM TOTAL C3+	3.974
Methane	70.211	70.04390	48.444		GPM TOTAL iC5+	0.647
Carbon Dioxide	0.565	0.56405	1.070			
Ethane	14.404	14.37000	18.629	3.859		
Propane	8.209	8.18915	15.568	2.265		
Iso-butane	0.884	0.88150	2.209	0.290		
n-Butane	2.445	2.43958	6.113	0.772		
Iso-pentane	0.458	0.45691	1.421	0.168		
n-Pentane	0.513	0.51198	1.593	0.186		
Hexanes Plus	0.671	0.66930	2.689	0.293		
	100.236	100.00000	100.000	7.833		

Calculated Physical Properties

Relative Density Real Gas	Total	C6+
	0.8041	3.2176
Calculated Molecular Weight	23.20	93.19
Compressibility Factor	0.9956	

GPA 2172 Calculation:

Calculated Gross BTU per ft³ @ 14.73 psia & 60°F

Real Gas Dry BTU	1358	5141
Water Sat. Gas Base BTU	1335	5052
Ideal, Gross HV - Dry at 14.73 psia	1352.3	5141.1
Ideal, Gross HV - Wet	1328.8	5051.6

Comments: H2S Field Content 25 ppm

Hydrocarbon Laboratory Manager

Quality Assurance: The above analyses are performed in accordance with ASTM, UOP, GPA guidelines for quality assurance, unless otherwise stated.



Certificate of Analysis

Number: 6030-22040232-003A

Artesia Laboratory

200 E Main St.

Artesia, NM 88210

Phone 575-746-3481

Concho Oil & Gas
Concho Oil & Gas
2407 Pecos Ave.
Artesia, NM 88210

Apr. 19, 2022

Station Name: White Falcon 16 State Com 24H
Station Number: 39022430
Station Location: COG
Sample Point: Meter Run
Type of Sample: Spot-Cylinder
Heat Trace Used: N/A
Sampling Method: Fill and Purge
Sampling Company: COG
Routing ID: L48INVID
GL#: 702013

Sampled By: John Patno
Sample Of: Gas Spot
Sample Date: 04/13/2022 09:10
Sample Conditions: 47.76 psig, @ 73.38 °F Ambient: 59 °F
Effective Date: 04/13/2022 09:10
Method: GPA-2261M
Cylinder No: 1111-007284
Instrument: 70142339 (Inficon GC-MicroFusion)
Last Inst. Cal.: 04/18/2022 0:00 AM
Analyzed: 04/19/2022 08:47:33 by ERG

Analytical Data

Components	Un-normalized Mol %	Mol. %	Wt. %	GPM at 14.73 psia		
Hydrogen Sulfide	0.000	0.00140	0.002		GPM TOTAL C2+	7.042
Nitrogen	2.053	2.06434	2.562		GPM TOTAL C3+	3.564
Methane	72.236	72.62766	51.610		GPM TOTAL iC5+	0.602
Carbon Dioxide	0.607	0.61009	1.189			
Ethane	12.886	12.95634	17.257	3.478		
Propane	7.017	7.05458	13.780	1.951		
Iso-butane	0.808	0.81188	2.090	0.267		
n-Butane	2.339	2.35139	6.054	0.744		
Iso-pentane	0.423	0.42509	1.359	0.156		
n-Pentane	0.462	0.46451	1.485	0.169		
Hexanes Plus	0.629	0.63272	2.612	0.277		
	99.460	100.00000	100.000	7.042		

Calculated Physical Properties

Relative Density Real Gas	Total	C6+
	0.7824	3.2176
Calculated Molecular Weight	22.58	93.19
Compressibility Factor	0.9959	

GPA 2172 Calculation:

Calculated Gross BTU per ft³ @ 14.73 psia & 60°F

Real Gas Dry BTU	1320	5141
Water Sat. Gas Base BTU	1298	5052
Ideal, Gross HV - Dry at 14.73 psia	1314.6	5141.1
Ideal, Gross HV - Wet	1291.7	5051.6

Comments: H2S Field Content 14 ppm

Hydrocarbon Laboratory Manager

Quality Assurance: The above analyses are performed in accordance with ASTM, UOP, GPA guidelines for quality assurance, unless otherwise stated.



AUBREY DUNN
COMMISSIONER

State of New Mexico
Commissioner of Public Lands

310 OLD SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE
Phone (505) 827-5760
Fax (505) 827-5766
www.nmstatelands.org

Melissa Dimit
COG Operating LLC
600 West Illinois Ave
Midland, TX 79701

February 16th, 2018

Re: Communitization Agreement Approval
White Falcon 16 State Com Well #12H
Vertical Extent: Bone Spring
Township: 25 South, Range 35 East, NMPM
Section 16: W2W2
Section 21: W2W2
Lea County, New Mexico

Dear Ms. Dimit,

The Commissioner of Public Lands has this date approved the White Falcon 16 State Com Well #12H Communitization Agreement for the Bone Spring formation effective 6/1/2017. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for Two Years, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

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

Sincerely,

A handwritten signature in black ink, appearing to be "Aubrey Dunn", is written over the printed name and title.

AUBREY DUNN
COMMISSIONER OF PUBLIC LANDS

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**


COG Operating LLC
White Falcon 16 State Com Well #12H
Vertical Extent: Bone Spring
Township: 25 South, Range: 35 East, NMPM
Section 16 : W2W2
Section 21: W2W2
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 1, 2017**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 16th Day of February, 2018.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**


COG Operating LLC
White Falcon 16 State Com Well #12H
Vertical Extent: Bone Spring
Township: 25 South, Range: 35 East, NMPM
Section 16 : W2W2
Section 21: W2W2
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 1, 2017**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 16th Day of February, 2018.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**


COG Operating LLC
White Falcon 16 State Com Well #12H
Vertical Extent: Bone Spring
Township: 25 South, Range: 35 East, NMPM
Section 16 : W2W2
Section 21: W2W2
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 1, 2017**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 16th Day of February, 2018.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

WHITE FALCON 16 STATE COM 12H

M State Land Office
Oil, Gas, & Minerals Division

STATE/STATE OR
STATE/FEE

Revised Dec. 2014

COMMUNITIZATION AGREEMENT
ONLINE Version

KNOW ALL MEN BY THESE PRESENTS:

STATE OF NEW MEXICO §
§

COUNTY OF LEA §

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of **June 1, 2017**, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized area on an acreage or other basis found by the Commissioner to be fair and equitable.

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the **Bone Spring formation** (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

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

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

Township 25 South, Range 35 East, N.M.P.M.**Section 16: W/2 W/2****Section 21: W/2 W/2****Lea County, New Mexico**

containing 320.00 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "Communitized Substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

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5. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

6. The commencement, completion, and continued operation or production of a well or wells for communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

7. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

8. COG Operating LLC shall be the Operator of said communitized area and all matters of operation shall be determined and performed by COG Operating LLC.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this Agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of

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such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.


14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR:

COG Operating LLC

By:


Mark A. Carter

Attorney-In-Fact

State/State or
State/Fee Communitization

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ACKNOWLEDGEMENT

STATE OF TEXAS §
 § ss.
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on January 30, 2018 by Mark A. Carter, Attorney-In-Fact, of **COG Operating LLC**, a Delaware Limited Liability Company, on behalf of said limited liability company.



Melissa L. Dimit
 Notary Public in and for the State of Texas
9-9-2021
 My Commission Expires

LESSEE OF RECORD:

EOG Y Resources, Inc.

By: Subject to compulsory pooling Order No. P-14498

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF _____ §
 § ss.
 COUNTY OF _____ §

This instrument was acknowledged before me on _____, 201_, by _____, as _____ of **EOG Y Resources, Inc.**, a _____, on behalf of same.

 Notary Public in and for the State of _____

My Commission Expires _____

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EXHIBIT A

Attached to and made a part of that Communitization Agreement dated June 1, 2017 by and between
COG Operating LLC and EOG Y Resources, Inc., covering the W/2 W/2 of Sections 16 and 21,
Township 25 South, Range 35 East, N.M.P.M., Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED:

TRACT NO. 1Lease 1

Lessor: State of New Mexico, VB-1972
Original Lessee: Yates Petroleum Corporation
Current Lessee: EOG Y Resources, Inc.
Dated: September 1, 2012
Recording Data: Not Recorded
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 16: W/2W/2
Lea County, New Mexico, containing 160.0 acres, more or less

TRACT NOS. 2, 3 & 4Lease 2

Lessor: Katherine Woltz Aven, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 849, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: W/2SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 3

Lessor: Barry B. Thompson, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 857, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: W/2SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

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Lease 4

Lessor: Michael Freck, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 873, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 5

Lessor: Robert Freck, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 881, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 6

Lessor: William K. Hollis, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 889, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 7

Lessor: Karen Freck Rogerud, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 905, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 8

Lessor: Jerry Billington, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 913, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

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Lease 9

Lessor: Ora Mae Davis, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 929, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 10

Lessor: Kenneth Medlin, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 945, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 11

Lessor: Shawn Freck, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 953, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 12

Lessor: Michael Hall Medlin, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 961, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 13

Lessor: Elliott-Hall Company
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: April 28, 2015
Recording Data: Book 1959, Page 914, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: W/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less

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Lease 14

Lessor: Elliott Industries Limited Partnership
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: April 28, 2015
Recording Data: Book 1959, Page 906, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
 Section 21: W/2NW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

Lease 15

Lessor: Beulah M. Baird Trust dated July 6, 1990, by
 Norma Baird Loving and Weldon Baird as Co-Trustees
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 1, 2015
Recording Data: Book 1973, Page 674, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
 Section 21: NW/4SW/4, SW/4SW/4, W/2NW/4
 Lea County, New Mexico, containing 160.0 acres, more or less

Lease 16

Lessor: Jeanene Hollis Hall
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 4, 2015
Recording Data: Book 1964, Page 166, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
 Section 21: W/2NW/4, W/2SW/4
 Lea County, New Mexico, containing 160.0 acres, more or less

Lease 17

Lessor: Cross Border Resources, Inc.
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 15, 2015
Recording Data: Book 1978, Page 981, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
 Section 21: W/2NW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

Lease 18

Lessor: Black Shale Minerals, LLC
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 15, 2015
Recording Data: Book 1988, Page 501, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
 Section 21: W/2NW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

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Lease 19

Lessor: Gary G. Davis
 Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Dated: June 1, 2015
 Recording Data: Book 1991, Page 372, Lea County Records, New Mexico
 Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
 Section 21: W/2W/2
 Lea County, New Mexico, containing 160.0 acres, more or less

Lease 20

Lessor: Leland E. Davis and Judith E. Davis, Co-Trustees
 of the Lee and Judy Davis Revocable Trust
 Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Dated: June 1, 2015
 Recording Data: Book 1992, Page 945, Lea County Records, New Mexico
 Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
 Section 21: W/2W/2
 Lea County, New Mexico, containing 160.0 acres, more or less

Lease 21

Lessor: Apache Corporation
 Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Lease Date: May 15, 2015
 Recording Data: Book 1982, Page 512, Lea County Records, New Mexico
 Land Description: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
 Section 16: W/2NW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

Lease 22

Lessor: G. Dan Thompson, ssp.
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Lease Date: July 1, 2010
 Recording Data: Book 1982, Page 512, Lea County Records, New Mexico
 Land Description: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
 Section 16: W/2SW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

Lease 23

Lessor: Beverly B. Blair, ssp.
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Operating LLC
 Dated: May 1, 2011
 Recording Data: Book 1726, Page 957, Lea County Records, New Mexico
 Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
 Section 21: SW/4SW/4, NW/4SW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

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Lease 24

Lessor: Nancy I. Farmer, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Operating LLC
Dated: May 1, 2011
Recording Data: Book 1726, Page 960, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: SW/4SW/4, NW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 25

Lessor: J.L. Burke, III, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: May 1, 2011
Recording Data: Book 1726, Page 966, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 26

Lessor: Marilyn Burke Salter, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: May 1, 2011
Recording Data: Book 1726, Page 963, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 27

Lessor: Easley Family Futures, LLC
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: January 1, 2011
Recording Data: Book 1712, Page 290, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: SW/4SW/4
Lea County, New Mexico, containing 40.0 acres, more or less

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Lease 28

Lessor: Ryan Moore SSMTT GST Exempt Trust, as revised
and restated on 12/22/08, by Ryan Moore, as Trustee
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 1, 2015
Recording Data: Book 1977, Page 574, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 29

Lessor: Kevin Moore SSMTT GST Exempt Trust, as revised
and restated on 12/22/08, by Kevin Moore, as Trustee
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 1, 2015
Recording Data: Book 1977, Page 564, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 30

Lessor: Richard Lyons Moore
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 1, 2015
Recording Data: Book 1977, Page 559, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 31

Lessor: Texas Tech University
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 15, 2015
Recording Data: Book 1978, Page 429, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

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Lease 32

Lessor: Michael Harrison Moore
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 1, 2015
Recording Data: Book 1971, Page 931, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East N.M.P.M.
Section 21: SW/4SW/4, NW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 33

Lessor: The Board of Regents of The Texas A&M University System
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 14, 2015
Recording Data: Book 1964, Page 58, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East N.M.P.M.
Section 21: SW/4SW/4, NW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 34

Lessor: Southwestern Baptist Theological Seminary
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 13, 2015
Recording Data: Book 1966, Page 584, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East N.M.P.M.
Section 21: W/2SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 35

Lessor: University of the Southwest Foundation
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: June 1, 2015
Recording Data: Book 1973, Page 170, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 36

Lessor: Robert P. Byron and Jeannine Hooper Byron, Trustees of the Robert and
Jeanine Byron Revocable Trust under Trust Agreement dated June 18, 2003
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: June 1, 2015
Recording Data: Book 1974, Page 663, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East N.M.P.M.
Section 21: SW/4SW/4
Lea County, New Mexico, containing 40.0 acres, more or less

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Lease 37

Lessor: Chance C. Barton
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: June 1, 2015
Recording Data: Book 1973, Page 177, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: SW/4SW/4
Lea County, New Mexico, containing 40.0 acres, more or less

Lease 38

Lessor: Ginger Lee Butler Clayton
Original Lessee: Energen Resources Corporation
Current Lessee: Energen Resources Corporation
Dated: November 16, 2016
Recording Data: Book 2074, Page 124, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: SW/4SW/4
Lea County, New Mexico, containing 40.0 acres, more or less

Lease 39

Lessor: Marion Jeffery Owens, a widower
Original Lessee: Energen Resources Corporation
Current Lessee: Energen Resources Corporation
Dated: December 2, 2016
Recording Data: Book 2083, Page 213, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: SW/4SW/4
Lea County, New Mexico, containing 40.0 acres, more or less

Lease 40

Lessor: Ryan Moore SSMTT Non-Exempt Trust, as revised
and restated on 12/22/08, by Ryan Moore, as Trustee
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 1, 2015
Recording Data: Book 1977, Page 579, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

WHITE FALCON 16 STATE COM 12H

Lease 41

Lessor: Kevin Moore SSMTT Non-Exempt Trust, as revised
and restated on 12/22/08, by Kevin Moore, as Trustee
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 1, 2015
Recording Data: Book 1977, Page 569, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

ONLINE version

December 2014

State/State

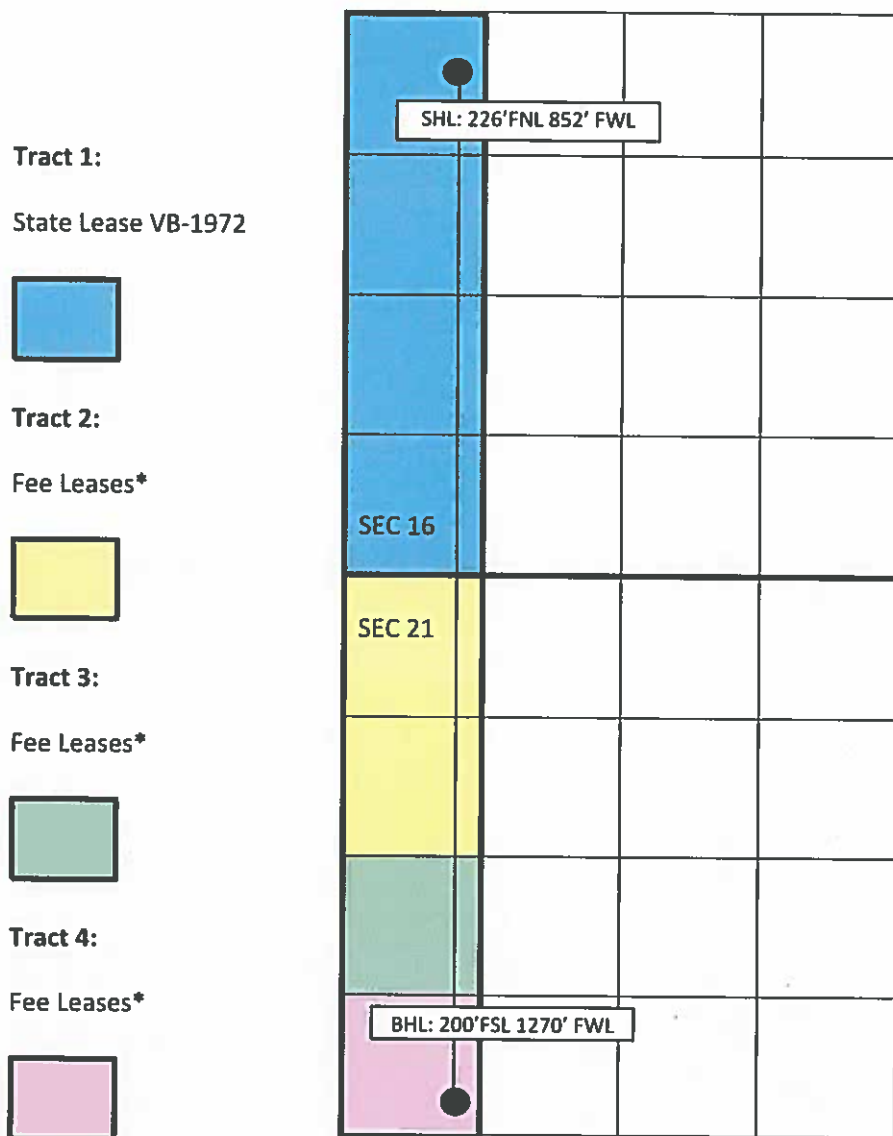
State/Fee

15

WHITE FALCON 16 STATE COM 12H

EXHIBIT B

Attached to and made a part of that Communitization Agreement dated June 1, 2017 by and between COG Operating LLC and EOG Y Resources, Inc., covering the W/2 W/2 of Sections 16 and 21, Township 25 South, Range 35 East, N.M.P.M., Lea County, New Mexico.

White Falcon 16 State Com 12H

*Certain fee leases overlap Tracts 2, 3, and 4

WHITE FALCON 16 STATE COM 12H

RECAPITULATION

Tract Number	Number of Acres Committed	Percentage of Interest In Communitized Area
No. 1	160.00	50.000000%
No. 2	80.00	25.000000%
No. 3	40.00	12.500000%
No. 4	40.00	12.500000%
<hr/>		
	320.00	100.000000%



AUBREY DUNN
COMMISSIONER

State of New Mexico
Commissioner of Public Lands

310 OLD SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE
Phone (505) 827-5760
Fax (505) 827-5766
www.nmstatelands.org

Melissa Dimit
COG Operating LLC
600 West Illinois Ave
Midland, TX 79701

February 15th, 2018

Re: Communitization Agreement Approval
White Falcon 16 State Com Wells #23-24H
Vertical Extent: Wolfcamp
Township: 25 South, Range 35 East, NMPM
Section 16: W2W2
Section 21: W2W2
Lea County, New Mexico

Dear Ms. Dimit,

The Commissioner of Public Lands has this date approved the White Falcon 16 State Com Wells #23-24H Communitization Agreement for the Wolfcamp formation effective 6/1/2017. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for Two Years, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

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

Sincerely,

A handwritten signature in black ink, appearing to be "Aubrey Dunn", is written over the printed name and title.

AUBREY DUNN
COMMISSIONER OF PUBLIC LANDS

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

COG Operating LLC
White Falcon 16 State Com Wells #23-24H
Vertical Extent: Wolfcamp
Township: 25 South, Range: 35 East, NMPM
Section 16 : W2W2
Section 21: W2W2
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 1, 2017**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 15th Day of February, 2018.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

COG Operating LLC
White Falcon 16 State Com Wells #23-24H
Vertical Extent: Wolfcamp
Township: 25 South, Range: 35 East, NMPM
Section 16 : W2W2
Section 21: W2W2
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 1, 2017**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **15th** Day of February, 2018.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**


COG Operating LLC
White Falcon 16 State Com Wells #23-24H
Vertical Extent: Wolfcamp
Township: 25 South, Range: 35 East, NMPM
Section 16 : W2W2
Section 21: W2W2
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 1, 2017**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 15th Day of February, 2018.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

WHITE FALCON 16 STATE COM 23H, 24H

NM State Land Office
Oil, Gas, & Minerals Division

STATE/STATE OR
STATE/FEE

Revised Dec. 2014

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL MEN BY THESE PRESENTS:

STATE OF NEW MEXICO §
§

COUNTY OF LEA §

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of **June 1, 2017**, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized area on an acreage or other basis found by the Commissioner to be fair and equitable.

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the **Wolfcamp formation** (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

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

ONLINE version

State/State

December 2014

State/Fee

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WHITE FALCON 16 STATE COM 23H, 24H

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

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

Section 16: W/2 W/2

Section 21: W/2 W/2

Lea County, New Mexico

containing **320.00** acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "Communitized Substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

ONLINE version

State/State

December 2014

State/Fee

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WHITE FALCON 16 STATE COM 23H, 24H

5. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

6. The commencement, completion, and continued operation or production of a well or wells for communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

7. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

8. COG Operating LLC shall be the Operator of said communitized area and all matters of operation shall be determined and performed by COG Operating LLC.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this Agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of

ONLINE version

State/State

21 03 11 9- 813 8107

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December 2014

State/Fee

WHITE FALCON 16 STATE COM 23H, 24H

such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR:

COG Operating LLC

By: _____

Mark A. Carter

Attorney-In-Fact

State/State or
State/Fee Communitization

ONLINE version

December 2014

State/State

State/Fee

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WHITE FALCON 16 STATE COM 23H, 24H

ACKNOWLEDGEMENT

STATE OF TEXAS §
 § ss.
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on January 30, 2018, by Mark A. Carter, Attorney-In-Fact, of **COG Operating LLC**, a Delaware Limited Liability Company, on behalf of said limited liability company.



Melissa L. Dimit
 Notary Public in and for the State of Texas
9-9-2021
 My Commission Expires

LESSEE OF RECORD:

EOG Y Resources, Inc.

By: Subject to compulsory pooling order No. R-14496
 Name: _____
 Title: _____

ACKNOWLEDGEMENT

STATE OF _____ §
 § ss.
 COUNTY OF _____ §

This instrument was acknowledged before me on _____, 201_, by _____, as _____ of **EOG Y Resources, Inc.**, a _____, on behalf of same.

Notary Public in and for the State of _____

My Commission Expires

WHITE FALCON 16 STATE COM 23H, 24H

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated June 1, 2017 by and between
COG Operating LLC and EOG Y Resources, Inc., covering the W/2 W/2 of Sections 16 and 21,
 Township 25 South, Range 35 East, N.M.P.M., Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED:

TRACT NO. 1Lease 1

Lessor: State of New Mexico, VB-1972
 Original Lessee: Yates Petroleum Corporation
 Current Lessee: EOG Y Resources, Inc.
 Dated: September 1, 2012
 Recording Data: Not Recorded
 Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
 Section 16: W/2W/2
 Lea County, New Mexico, containing 160.0 acres, more or less

TRACT NOS. 2, 3 & 4Lease 2

Lessor: Katherine Woltz Aven, ssp.
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Dated: July 1, 2010
 Recording Data: Book 1688, Page 849, Lea County Records, New Mexico
 Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
 Section 21: W/2SW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

Lease 3

Lessor: Barry B. Thompson, ssp.
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Dated: July 1, 2010
 Recording Data: Book 1688, Page 857, Lea County Records, New Mexico
 Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
 Section 21: W/2SW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

ONLINE version

December 2014

State/State

State/Fee

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WHITE FALCON 16 STATE COM 23H, 24H

Lease 4

Lessor: **Michael Freck, ssp.**
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 873, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 5

Lessor: **Robert Freck, ssp.**
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 881, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 6

Lessor: **William K. Hollis, ssp.**
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 889, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 7

Lessor: **Karen Freck Rogerud, ssp.**
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 905, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 8

Lessor: **Jerry Billington, ssp.**
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 913, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

ONLINE version

State/State

December 2014

State/Fee

21: 8: 10 9- 000 000

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WHITE FALCON 16 STATE COM 23H, 24H

Lease 9

Lessor: Ora Mae Davis, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 929, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 10

Lessor: Kenneth Medlin, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 945, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 11

Lessor: Shawn Freck, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 953, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 12

Lessor: Michael Hall Medlin, ssp.
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Recording Data: Book 1688, Page 961, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: W/2NW/4, W/2SW/4
Lea County, New Mexico, containing 160.0 acres, more or less

Lease 13

Lessor: Elliott-Hall Company
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: April 28, 2015
Recording Data: Book 1959, Page 914, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: W/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less

ONLINE version

December 2014

State/State

State/Fee

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WHITE FALCON 16 STATE COM 23H, 24H**Lease 14**

Lessor: Elliott Industries Limited Partnership
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: April 28, 2015
Recording Data: Book 1959, Page 906, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: W/2NW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

Lease 15

Lessor: Beulah M. Baird Trust dated July 6, 1990, by
 Norma Baird Loving and Weldon Baird as Co-Trustees
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 1, 2015
Recording Data: Book 1973, Page 674, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: NW/4SW/4, SW/4SW/4, W/2NW/4
 Lea County, New Mexico, containing 160.0 acres, more or less

Lease 16

Lessor: Jeanene Hollis Hall
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 4, 2015
Recording Data: Book 1964, Page 166, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: W/2NW/4, W/2SW/4
 Lea County, New Mexico, containing 160.0 acres, more or less

Lease 17

Lessor: Cross Border Resources, Inc.
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 15, 2015
Recording Data: Book 1978, Page 981, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: W/2NW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

Lease 18

Lessor: Black Shale Minerals, LLC
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 15, 2015
Recording Data: Book 1988, Page 501, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: W/2NW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

ONLINE version

December 2014

State/State

State/Fee

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WHITE FALCON 16 STATE COM 23H, 24H

Lease 19

Lessor: Gary G. Davis
 Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Dated: June 1, 2015
 Recording Data: Book 1991, Page 372, Lea County Records, New Mexico
 Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: W/2W/2
 Lea County, New Mexico, containing 160.0 acres, more or less

Lease 20

Lessor: Leland E. Davis and Judith E. Davis, Co-Trustees
 of the Lee and Judy Davis Revocable Trust
 Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Dated: June 1, 2015
 Recording Data: Book 1992, Page 945, Lea County Records, New Mexico
 Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: W/2W/2
 Lea County, New Mexico, containing 160.0 acres, more or less

Lease 21

Lessor: G. Dan Thompson, ssp.
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Lease Date: July 1, 2010
 Recording Data: Book 1982, Page 512, Lea County Records, New Mexico
 Land Description: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 16: W/2SW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

Lease 22

Lessor: Beverly B. Blair, ssp.
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Operating LLC
 Dated: May 1, 2011
 Recording Data: Book 1726, Page 957, Lea County Records, New Mexico
 Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: SW/4SW/4, NW/4SW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

Lease 23

Lessor: Nancy I. Farmer, ssp.
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Operating LLC
 Dated: May 1, 2011
 Recording Data: Book 1726, Page 960, Lea County Records, New Mexico
 Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: SW/4SW/4, NW/4SW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

ONLINE version

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WHITE FALCON 16 STATE COM 23H, 24H

Lease 24

Lessor: J.L. Burke, III, ssp.
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Dated: May 1, 2011
 Recording Data: Book 1726, Page 966, Lea County Records, New Mexico
 Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: NW/4SW/4, SW/4SW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

Lease 25

Lessor: Marilyn Burke Salter, ssp.
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Dated: May 1, 2011
 Recording Data: Book 1726, Page 963, Lea County Records, New Mexico
 Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: NW/4SW/4, SW/4SW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

Lease 26

Lessor: Easley Family Futures, LLC
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Dated: January 1, 2011
 Recording Data: Book 1712, Page 290, Lea County Records, New Mexico
 Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: SW/4SW/4
 Lea County, New Mexico, containing 40.0 acres, more or less

Lease 27

Lessor: Ryan Moore SSMTT GST Exempt Trust, as revised
 and restated on 12/22/08, by Ryan Moore, as Trustee
 Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Dated: May 1, 2015
 Recording Data: Book 1977, Page 574, Lea County Records, New Mexico
 Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: NW/4SW/4, SW/4SW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

WHITE FALCON 16 STATE COM 23H, 24H**Lease 28**

Lessor: Kevin Moore SSMTT GST Exempt Trust, as revised
and restated on 12/22/08, by Kevin Moore, as Trustee

Original Lessee: COG Operating LLC

Current Lessee: COG Operating LLC

Dated: May 1, 2015

Recording Data: Book 1977, Page 564, Lea County Records, New Mexico

Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East, N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 29

Lessor: Richard Lyons Moore

Original Lessee: COG Operating LLC

Current Lessee: COG Operating LLC

Dated: May 1, 2015

Recording Data: Book 1977, Page 559, Lea County Records, New Mexico

Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East, N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 30

Lessor: Texas Tech University

Original Lessee: COG Operating LLC

Current Lessee: COG Operating LLC

Dated: May 15, 2015

Recording Data: Book 1978, Page 429, Lea County Records, New Mexico

Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East, N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 31

Lessor: Michael Harrison Moore

Original Lessee: COG Operating LLC

Current Lessee: COG Operating LLC

Dated: May 1, 2015

Recording Data: Book 1971, Page 931, Lea County Records, New Mexico

Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East, N.M.P.M.
Section 21: SW/4SW/4, NW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

ONLINE version

December 2014

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State/Fee

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WHITE FALCON 16 STATE COM 23H, 24H

Lease 32

Lessor: **The Board of Regents of The Texas A&M University System**
 Original Lessee: **COG Operating LLC**
 Current Lessee: **COG Operating LLC**
 Dated: **May 14, 2015**
 Recording Data: **Book 1964, Page 58, Lea County Records, New Mexico**
 Lands Covered: **Insofar and only insofar as said lease covers the following tract of land**
Township 25 South Range 35 East. N.M.P.M.
Section 21: SW/4SW/4, NW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 33

Lessor: **Southwestern Baptist Theological Seminary**
 Original Lessee: **COG Operating LLC**
 Current Lessee: **COG Operating LLC**
 Dated: **May 13, 2015**
 Recording Data: **Book 1966, Page 584, Lea County Records, New Mexico**
 Lands Covered: **Insofar and only insofar as said lease covers the following tract of land**
Township 25 South Range 35 East. N.M.P.M.
Section 21: W/2SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 34

Lessor: **University of the Southwest Foundation**
 Original Lessee: **COG Operating LLC**
 Current Lessee: **COG Operating LLC**
 Dated: **June 1, 2015**
 Recording Data: **Book 1973, Page 170, Lea County Records, New Mexico**
 Lands Covered: **Insofar and only insofar as said lease covers the following tract of land**
Township 25 South Range 35 East. N.M.P.M.
Section 21: NW/4SW/4, SW/4SW/4
Lea County, New Mexico, containing 80.0 acres, more or less

Lease 35

Lessor: **Robert P. Byron and Jeannine Hooper Byron, Trustees of the Robert and Jeanine Byron Revocable Trust under Trust Agreement dated June 18, 2003**
 Original Lessee: **COG Operating LLC**
 Current Lessee: **COG Operating LLC**
 Dated: **June 1, 2015**
 Recording Data: **Book 1974, Page 663, Lea County Records, New Mexico**
 Lands Covered: **Insofar and only insofar as said lease covers the following tract of land**
Township 25 South Range 35 East. N.M.P.M.
Section 21: SW/4SW/4
Lea County, New Mexico, containing 40.0 acres, more or less

Lease 36

Lessor: **Chance C. Barton**
 Original Lessee: **COG Operating LLC**
 Current Lessee: **COG Operating LLC**
 Dated: **June 1, 2015**
 Recording Data: **Book 1973, Page 177, Lea County Records, New Mexico**
 Lands Covered: **Insofar and only insofar as said lease covers the following tract of land**
Township 25 South Range 35 East. N.M.P.M.
Section 21: SW/4SW/4
Lea County, New Mexico, containing 40.0 acres, more or less

ONLINE version

December 2014

State/State

State/Fee

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WHITE FALCON 16 STATE COM 23H, 24H**Lease 37**

Lessor: Ginger Lee Butler Clayton
Original Lessee: Energen Resources Corporation
Current Lessee: Energen Resources Corporation
Dated: November 16, 2016
Recording Data: Book 2074, Page 124, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: SW/4SW/4
 Lea County, New Mexico, containing 40.0 acres, more or less

Lease 38

Lessor: Marion Jeffery Owens, a widower
Original Lessee: Energen Resources Corporation
Current Lessee: Energen Resources Corporation
Dated: December 2, 2016
Recording Data: Book 2083, Page 213, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: SW/4SW/4
 Lea County, New Mexico, containing 40.0 acres, more or less

Lease 39

Lessor: Ryan Moore SSMTT Non-Exempt Trust, as revised
 and restated on 12/22/08, by Ryan Moore, as Trustee
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 1, 2015
Recording Data: Book 1977, Page 579, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: NW/4SW/4, SW/4SW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

Lease 40

Lessor: Kevin Moore SSMTT Non-Exempt Trust, as revised
 and restated on 12/22/08, by Kevin Moore, as Trustee
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 1, 2015
Recording Data: Book 1977, Page 569, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
 Section 21: NW/4SW/4, SW/4SW/4
 Lea County, New Mexico, containing 80.0 acres, more or less

ONLINE version

December 2014

State/State

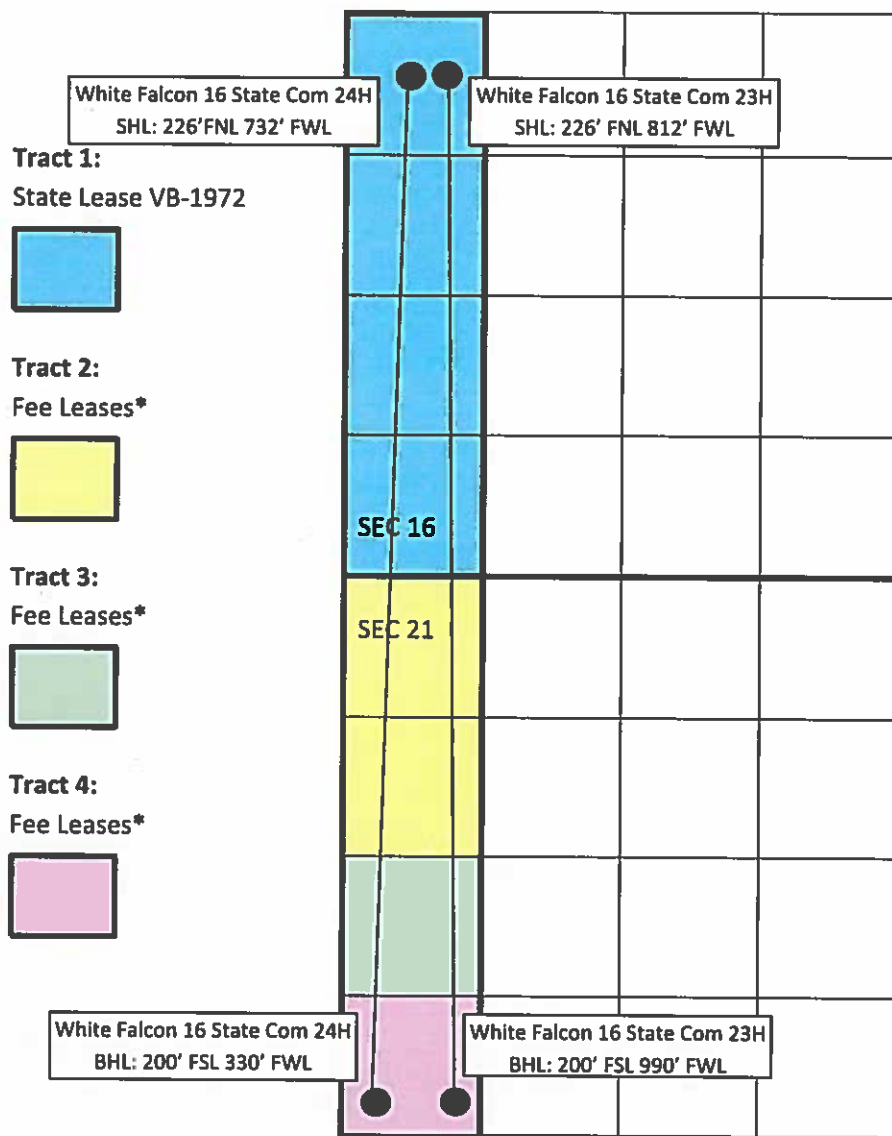
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WHITE FALCON 16 STATE COM 23H, 24H**EXHIBIT B**

Attached to and made a part of that Communitization Agreement dated June 1, 2017 by and between COG Operating LLC and EOG Y Resources, Inc., covering the W/2 W/2 of Sections 16 and 21, Township 25 South, Range 35 East, N.M.P.M., Lea County, New Mexico.

White Falcon 16 State Com 23H, 24H

*Certain fee leases overlap Tracts 2, 3, and 4

ONLINE version

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State/State

State/Fee

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WHITE FALCON 16 STATE COM 23H, 24H

RECAPITULATION

Tract Number	Number of Acres Committed	Percentage of Interest In Communitized Area
No. 1	160.00	50.000000%
No. 2	80.00	25.000000%
No. 3	40.00	12.500000%
No. 4	40.00	12.500000%
<hr/>		
	320.00	100.000000%

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

**APPLICATION FOR SURFACE COMMINGLING
SUBMITTED BY COG OPERATING, LLC**

ORDER NO. PLC-917

ORDER

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

FINDINGS OF FACT

1. COG Operating, LLC (“Applicant”) submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells identified in Exhibit A (“Application”).
2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
3. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
4. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
5. Applicant certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.

CONCLUSIONS OF LAW

6. 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, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.
7. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10.A.(2) NMAC, 19.15.12.10.C.(4)(c) NMAC, and 19.15.12.10.C.(4)(e) NMAC, as applicable.
8. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9.A.(5) NMAC and 19.15.23.9.A.(6) NMAC, as applicable.
9. Applicant’s proposed method of allocation, as modified herein, complies with 19.15.12.10.B.(1) NMAC or 19.15.12.10.C.(1) NMAC, as applicable.

10. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10.B.(3) NMAC and 19.15.12.10.C.(4)(h) NMAC.
11. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

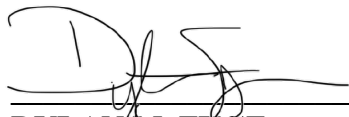
ORDER

1. Applicant is authorized to surface commingle oil and gas production from the pools, leases, and wells identified in Exhibit A.

Applicant is authorized to store and measure oil and gas production off-lease from the pools, leases, and wells identified in Exhibit A at a central tank battery or gas title transfer meter described in Exhibit A.

2. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
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 measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8.B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8.E. NMAC.
5. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10.C.(2) NMAC.
6. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
7. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
8. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
9. 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**

A handwritten signature in black ink, appearing to read 'Dylan M. Fuge', is written over a horizontal line.

**DYLAN M. FUGE
DIRECTOR**

DATE: 10/9/23

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **PLC-917**

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

Central Tank Battery: **White Falcon 16 State Central Tank Battery**

Central Tank Battery Location: **UL D, Section 16, 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: **UL D, Section 16, Township 25 South, Range 35 East**

Pools

Pool Name	Pool Code
DOGIE DRAW; WOLFCAMP	17980
WC-025 G-08 S253534O; BONE SPRING	97088

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Bone Spring NMSLO 203752 PUN 1370766	W/2 W/2	16-25S-35E
	W/2 W/2	21-25S-35E
CA Wolfcamp NMSLO 203754 PUN 1370777	W/2 W/2	16-25S-35E
	W/2 W/2	21-25S-35E
VB 1972 0001	W/2	16-25S-35E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-43697	White Falcon 16 State Com #12H	W/2 W/2	16-25S-35E	97088
		W/2 W/2	21-25S-35E	
30-025-43698	White Falcon 16 State #13H	W/2 W/2	16-25S-35E	97088
30-025-43699	White Falcon 16 State Com #23H	W/2 W/2	16-25S-35E	17980
		W/2 W/2	21-25S-35E	
30-025-43700	White Falcon 16 State Com #24H	W/2 W/2	16-25S-35E	17980
		W/2 W/2	21-25S-35E	

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 163046

CONDITIONS

Operator: COG OPERATING LLC 600 W Illinois Ave Midland, TX 79701	OGRID: 229137
	Action Number: 163046
	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.	10/10/2023