

Exhibit 12

"Rana Salada" Field Development Plan

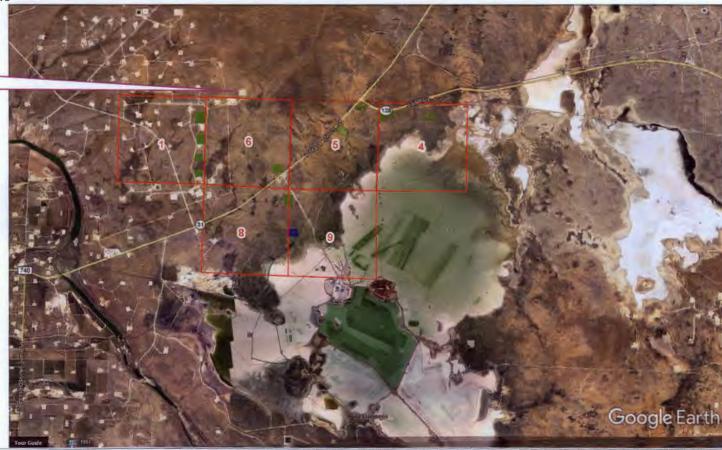
Exhibit: 12 Surface & Archeological Constraints



Aerial View of "Rana Salada"

- Surface locations are extremely scarce in this area due to:
 - Topography (e.g. the salt lake, drainage areas, bluffs)
 - Archeology
 - Potash Limitations

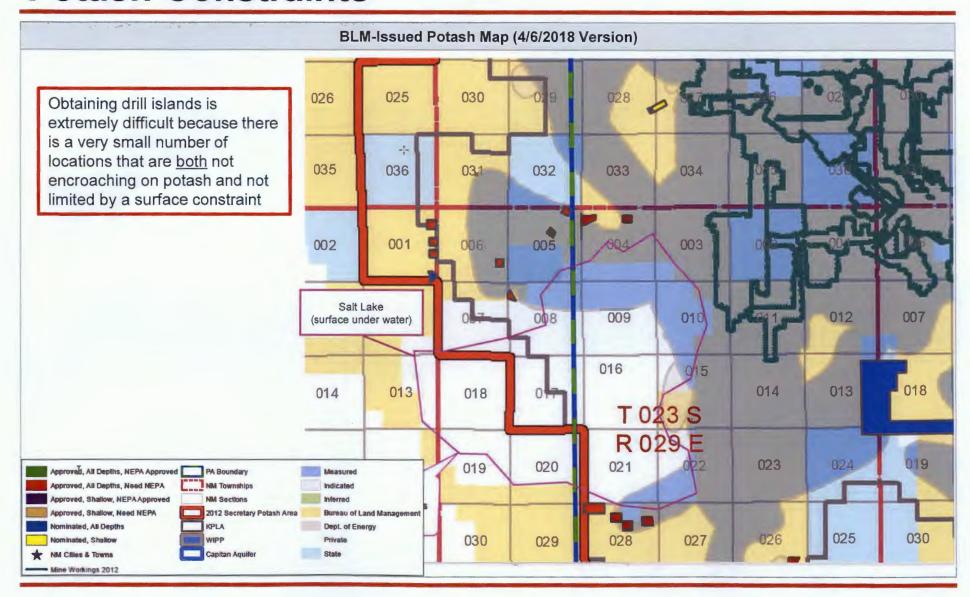
Amount of well pads sharply drops off



Legend
Approved Drill Islands
Section Lines

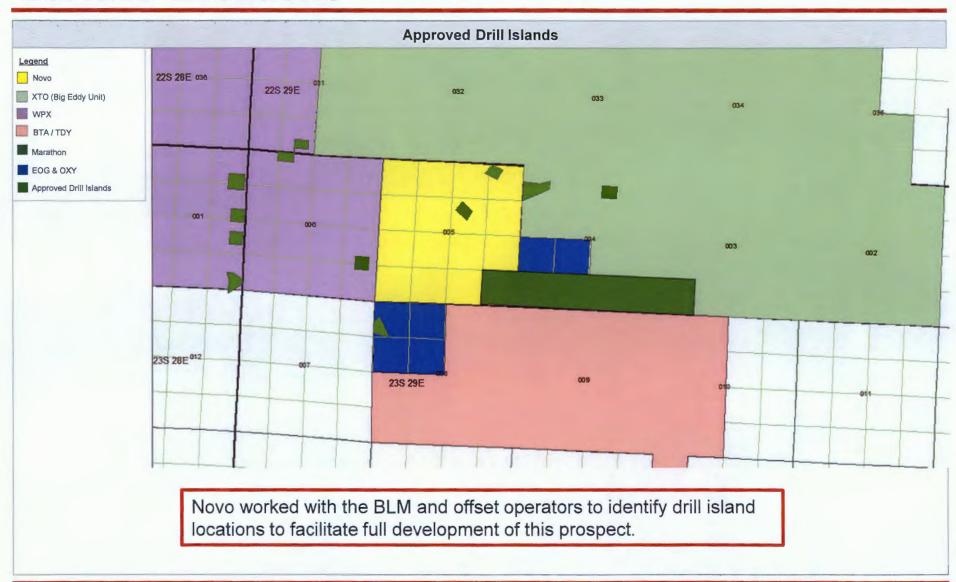
Exhibit: 12 Potash Constraints





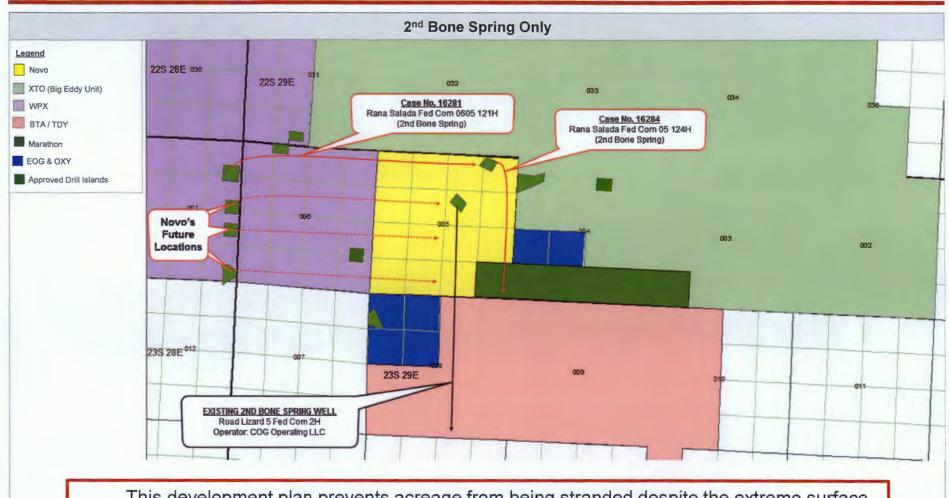


Surface Locations





"Salt Lake" Potential Development



This development plan prevents acreage from being stranded despite the extreme surface and potash constraints. It also avoids conflict with Concho's existing "Road Lizard" well.



"Salt Lake" Potential Development

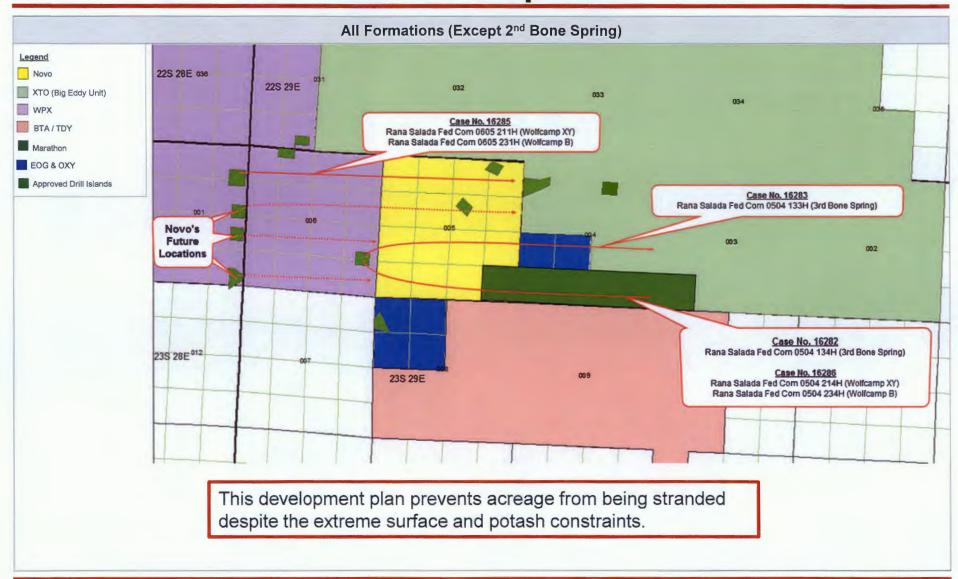


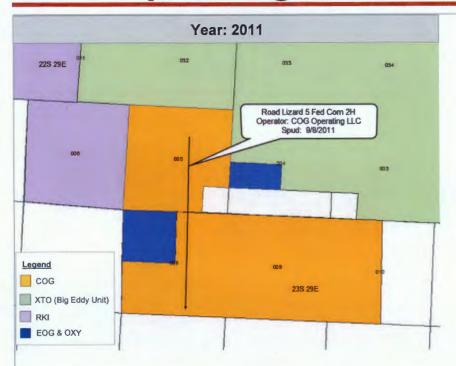


Exhibit 13

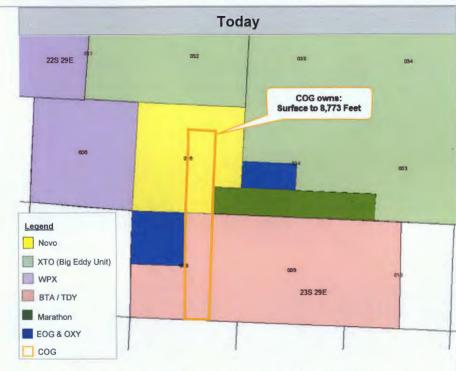
Concho's Ownership



COG Operating LLC's Ownership



- COG Operating LLC owned leases covering most of Sections 5, 8, and 9
- COG drilled only one well in Section 5
 - Road Lizard 5 Fed Com 2H (2nd Bone Spring)
- COG's interests in Section 5 terminated as to all lands outside the spacing unit of the Road Lizard 5 Fed Com 2H, and as to all depths 100' below the deepest perforation



- In Section 5, now COG owns 120 net acres <u>from</u> <u>surface to 8,773 feet</u>
- Novo owns below 8,773 feet in that tract
- To make this clear, COG executed reassignment in January 2018 conveying depths below 8,773' to Novo's predecessor

PART B - CERTIFICATION AND REQUEST FOR APPROVAL

- L. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
- 2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or so day State or tecritory thereof. For the transfer of NPR-A leases, transferce is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or menicipal corporations; (b) Transferce is not considered a minor under the laws of the State is switch the lands covered by this transfer are located; (c) Transferce's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas lease issued in accordance with the Minerals Leasing Act of 1920, or 11,200 acres in any one State if this is a goothermal lease; (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Act; (e) Transferce is in compliance with reclamation requirements for all Pederal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferce is not in violation of sec. 41 of the Mineral Leasing Act.
- 3. Transfere's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalry may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalry due to the United States when this assignment is added in all previously created overriding royalries (43 CFR 3241).

I certify that the statement	nts made herein by the are tru day of November	•	the best of my knowledge and belief and are made in good faith. Executed this
Name of Transferor as si	hown on current lease COG	Operating LLC	(Plases have no min) - (
Transferor	(Signature)	\$5°	Transferee (Signature)
or	Ma (Title)	1	Clay L. Wilson, President or (Title)
Afformey-in-fact 550 West Texas Ave	(Signature)		Attorney-in-fact (Signature)
	ransferor's Address)		
Midland (City)	Texas (State)	79701 (Zip Code)	
Title II S.C. Sec. 1001 m	nakes it a crime for any nerso	n knowingly and millfully to	o make to any Department or agency of the United States any false, fictitious, or

fraudulent statements or representations as to any matter within its jurisdiction.

(Form 3000-3a, page 2)

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(Continued on page 3)

RECEIVED

DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

OMB NO. 1004-0034 Expires: July 31, 2018 Lease Serial No.

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A 2017 LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

NMNM-¥59383

DEC 1 4 2017

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
epartment of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

NM059383

Type or print plainly in it	nk and sig	n in ink.					
PART A: TRA	NSFER						
Transferee (Soblessee)* Mesquite SWD, Inc. Street P.O. Box 1479 City, State, Zip Code Carlsbad, New Mexico 88220 1a.	Transferor	COG Opera	ting LLC				
*If more than one transferee, check here and list the name(s) and addr separate attached sheet of paper.	ress(es) of al	l additional tra	ansferees on pa	age 2 of this fo	orm or on a		
This transfer is for: (Check one)							
Interest conveyed: (Check one or both, as appropriate) Operating Rights (sublease) Overriding Royalty, payment out of production or other similar interests or payments							
2. This transfer (sublease) conveys the following interest:							
Land Description	Percent of Interest			Percent of			
Additional space on page 2, if needed. Do not submit documents or agreements other than this form, such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Overriding Royalty Similar Interests			
•				Reserved	Previously reserved or conveyed		
L L	ь	<u> </u>	d	e	f		
Township 23 South, Range 29 East, NMPM Eddy County, New Mexico Section 5: Lots 1, 2, 3, 4, S/2 N/2, NW/4 SE/4, LESS AND EXCEPT SW/4 NE/4 and NW/4 SE/4 from surface to 8,773 feet This Assignment is subject to the Terms and Conditions of that certain	100%	100%	None	0% of 6/8	12.5% of 8/8		
Term Assignment dated April 15, 2010 between C. Wendel Schoenberger, L.P. and Mesquite SWD, Inc. (Assignors) and COG Operating LLC (Assignee) insofar and only insofar as said Term Assignment covers the SW/4 NE/4 and NW/4 SE/4 of Section 5, Township 23 South, Range 29 East, NMPM, Eddy County, New Mexico, from surface to 8,773 feet.	ASSIG	NMENT O	S ONLY 1 INTERES THE AGR	T. NOT TI	E		
FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE UNITED STATES OF AMERICA							
This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.							
Transfer approved effective JAN 0 1 2018							
By Bureau of Land Management (BLM)	LAN BRANC	ND LAW EXCH OF AD.	JUDICATIO	N FEB	1 5 2018		

PART B - CERTIFICATION AND REQUEST FOR APPROVAL

- 1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
- 2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a numbripality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferree is a citizen, national, or retident alien of the United States or associations of such citizens, nationals, retident aliens or private, public or municipal corporations; (b) Transferree is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferree's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas lease in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or \$1,200 acres in any one State if this is a geothermal lease; (d) All parties belding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferce is not in violation of sec. 41 of the Mineral Leasing Act, and (f) Transferce is not in violation of sec. 41 of the Mineral Leasing Act. Act.
- 3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described berein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in occordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the						
Executed this 29th day of November 20 17	Executed this 14 Tay of November 20 17					
Name of Transferor as shown on current lease COG Operating LLC						
Transferor	Transferee					
(Signature)	(Signature)					
	C. Wendel Schoenberger, General Partner					
or (Title)	or (Title)					
ma lalet	Automatic In Core					
Attorney-in-fact (Signature)	Attorney-in-fact (Signature)					
550 West Texas Avenue						
(Transferor's Address)						
Midland Texas 79701						
(City) (State) (Zip Code)						
Title U.S.C. Sec. 100) makes it a crime for any person knowingly and willfully to m	The Day Paragraph of Spaces of the United Spaces and Fales Scriticals Of					

(Form 3000-32, page 2) (Continued on page 3)

fraedulent statements or representations as to any matter within its jurisdiction.



UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

DEC 14 2017

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

FORM APPROVED OMB NO. 1004-0034 Expires: July 31, 2018 Lease Serial No.

имим-¥59383

RECEIPT # 4042478

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Stram Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

NMO59383

Type or print plainly in it	nk and sig	go in ink.			
PART A: TRA	NSFER				
Transferce (Sublessee)* C. Wendel Schoenberger, L.P. Street P.O. Box 2504					
City, State, Zip Code Midland, Texas 79702	Transferor	COG Opera	iting LLC		
*If more than one transferee, check here and list the name(s) and add separate attached sheet of paper.	ress(es) of al	l additional tra	ansferees on p	age 2 of this f	orm or on a
This transfer is for: (Check one)	othermal Le	ase			
Interest conveyed: (Check one or both, as appropriate) Operating Rig	hts (sublease			payment out o	
2. This transfer (sublease) conveys the following interest:					
Land Description	Percent of Interest			Percent of Overriding Royalty	
Additional space on page 2, if needed. Do not submit documents or agreements other than this form, such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Similar Interests	
-				Reserved	Previously reserved or conveyed
4	ь	c	đ	e	
Township 23 South, Range 29 East, NMPM Eddy County, New Mexico	100%	100%	None	0% of 8/8	12.5% of 8/8
Section 5: SW/4, SW/4 SE/4, NE/4 SE/4, LESS AND EXCEPT SW/4 SE/4 from surface to 8,773 feet					
This Assignment is subject to the Terms and Conditions of that certain Term Assignment dated April 15, 2010 between C. Wendel Schoenberger, L.P. and Mesquite SWD, Inc. (Assignors) and COG Operating LLC (Assignee) insofar and only insofar as said Term Assignment covers the SW/4 SE/4 of Section 5, Township 23 South, Range 29 East, NMPM, Eddy County, New Mexico, from surface to 8.773 feet.		BLM RE ASSIGN CONDIT	COGNIZE MENT OF IONS OF 1	S ONLY THINTEREST	HE , NOT THE
FOR BLM USE ONLY DO NOT Y UNITED STATES O	AMERIC	CA.			
This transfer is approved solely for administrative purposes. Approval does equitable title to this lease.	ot warrant t	hat either part	y to this trans	fer holds legal	or
Transfer approved effective JAN 0 1 2018					
By Jam Cahu	LAND LAW EXAMINER BRANCH OF ADJUDICATION FEB 1 5 201				
Bureau of Land Management (BLM)	(Title)			71	(Date)
Drieso of Peno Mensionicit (DPM)		(1100)			<u>, </u>

(Continued on page 2)

----Original Message----

From: Buck Underwood [mailto:BUnderwood@concho.com]

Sent: Monday, November 27, 2017 9:33 AM

To: Johnathan McCright - Vendor < jcmccright@sbcglobal.net>; Brandon Patrick < bpatrick@novoog.com>

Subject: RE: [External] RE: Federal Transfers of Operating Rights - Sec. 5-23S-29E

That would be great!

Thank you,

Buck Underwood | Senior Landman - Northern Delaware Basin | COG Operating LLC 600 W. Illinois Avenue | Midland, TX 79701 | (d) 432.688.6644 | (m) 432.638.2926

----Original Message----

From: John McCright [mailto:jcmccright@sbcglobal.net]

Sent: Monday, November 27, 2017 9:32 AM To: Buck Underwood; 'Brandon Patrick'

Subject: [External] RE: Federal Transfers of Operating Rights - Sec. 5-23S-29E

Buck,

I have these executed TOR's here at my office. I actually have a couple of brokers working over there @ your office - I'll get one of them to bring them over to you tomorrow.

Thanks,

John G. McCright McCright & Associates, LLC 306 W. Wall St., Suite 1000 Midland, TX 79701

Office: (432) 203-7366 Fax: (866) 452-9920 Cell: (432) 230-5226

----Original Message----

From: Buck Underwood [mailto:BUnderwood@concho.com]

Sent: Monday, November 27, 2017 9:29 AM To: Brandon Patrick spatrick@novoog.com

Cc: Johnathan McCright - Vendor < jcmccright@sbcglobal.net > Subject: RE: Federal Transfers of Operating Rights - Sec. 5-23S-29E

Brandon,

I have looked these over and they look good to me, if the executed TOR's could be sent my way I can work on getting them executed.

Thanks,

Buck Underwood | Senior Landman - Northern Delaware Basin | COG Operating LLC

Subject:

RE: Federal Transfers of Operating Rights - Sec. 5-23S-29E

----Original Message----

From: Buck Underwood <BUnderwood@concho.com>

Sent: Monday, January 29, 2018 4:22 PM
To: Brandon Patrick

Spatrick@novoog.com

Subject: RE: [External] RE: Federal Transfers of Operating Rights - Sec. 5-23S-29E

Brandon,

Thank you for reaching out, at this point in time we are not looking to sell our interest in that well. We are open to look at any potential trades for acreage that makes sense to COG. Should anything change I will let you know.

Thanks,

Buck Underwood | Senior Landman - Northern Delaware Basin | COG Operating LLC 600 W. Illinois Avenue | Midland, TX 79701 | (d) 432.688.6644 | (m) 432.638.2926

----Original Message----

From: Brandon Patrick [mailto:bpatrick@novoog.com]

Sent: Monday, January 29, 2018 4:05 PM

To: Buck Underwood

Subject: RE: [External] RE: Federal Transfers of Operating Rights - Sec. 5-23S-29E

Hey Buck,

Hope you've been well. Novo is in the process of preparing its wells to be drilled in Sec. 5-23S-29E. We are still interested in acquiring COG's "Road Lizard" well. Do you think COG would be willing to sell the Road Lizard wellbore to Novo? If so, we can prepare an offer.

Thanks,

Brandon Patrick Land Manager Novo Oil & Gas, LLC 105 N. Hudson Avenue, Suite 500, Oklahoma City, OK Office: 405-609-1740 Cell: 405-650-9081 600 W. Illinois Avenue | Midland, TX 79701 | (d) 432.688.6644 | (m) 432.638.2926

From: Brandon Patrick [mailto:bpatrick@novoog.com] Sent: Wednesday, November 15, 2017 11:18 AM

To: Ashley Roush; Buck Underwood Cc: Johnathan McCright - Vendor

Subject: [External] Federal Transfers of Operating Rights - Sec. 5-23S-29E

**** External email. Use caution. ****
Ashley and Buck,

We closed yesterday on a Term Assignment with Mesquite SWD and C. Wendel Schoenberger for their interests in Sec. 5-23S-29E. When reviewing the title, we saw that COG executed two (2) Transfers of Operating Rights with Mesquite and Schoenberger (see attached). To finish the reassignments back to Mesquite and Schoenberger, COG will need to execute Transfers of Operating Rights (TORs). We went ahead and drafted the TORs and had Mesquite and Schoenberger execute them. John McCright (from McCright & Associates) has the executed TORs, we just need COG to execute them.

Please review the attached TOR forms. If they look good to you guys, John (or one of his guys) will deliver them to COG's office for execution.

Thanks for your help on all of this. I'm planning on coming to Midland in Mid-December. Will either of you be around? I'd like to take you to lunch or dinner.

Sincerely,

Brandon Patrick
Land Manager
Novo Oil & Gas, LLC
105 N. Hudson Avenue, Suite 500, Oklahoma City, OK
Office: 405-609-1740 Cell: 405-650-9081 [Novo Logo]

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From:

James Martin < JMartin1@concho.com>

Sent:

Wednesday, July 25, 2018 9:28 AM

To:

Brandon Patrick

Subject:

[EXTERNAL] Rana Salada Development

THIS EMAIL IS FROM AN EXTERNAL SENDER, USE CAUTION WITH LINKS AND ATTACHMENTS!

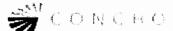
Brandon,

Can you forward this along to the examiner or do you want me to?

In follow up to our conversation, Concho has received adequate notice of Novo's proposed development plans within the Rana Salada unit. Due to our lack of interest in such, Concho has no objection to said development.

Regards,

James D. Martin Landman - Northern Delaware Basin 600 W Illinois Avenue, Midland TX, 79701 432.685.2590 (work) 832.279.3172 (mobile) Jmartin1@concho.com



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Sent: Wednesday, July 25, 2018 9:28 AM

To: Brandon Patrick

Subject: [EXTERNAL] Rana Salada Development

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Brandon,

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In follow up to our conversation, Concho has received adequate notice of Novo's proposed development plans within the Rana Salada unit. Due to our lack of interest in such, Concho has no objection to said development.

Regards,

James D. Martin
Landman - Northern Delaware Basin
600 W Illinois Avenue, Midland TX, 79701
432.685.2590 (work)
832.279.3172 (mobile)
Jmartin1@concho.com



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NOTICE: The information in this email may be confidential and/or privileged. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this email and its attachments, if any, or the information contained herein, is prohibited. If you have received this email in error, please immediately notify the sender by return email and delete this email from your system. Further, any contract terms proposed or purportedly accepted in this email are not binding and are subject to management's final approval as memorialized in a separate written instrument, excluding electronic correspondence, executed by an authorized representative of COG Operating LLC or its affiliates.

From: Kennon-Watkins, Chrissy < Chrissy.Kennon-Watkins@wpxenergy.com>

Sent: Friday, May 18, 2018 11:17 AM

To: Brandon Patrick

Subject: [EXTERNAL] RANA SALADA WELLS

THIS EMAIL IS FROM AN EXTERNAL SENDER, USE CAUTION WITH LINKS AND ATTACHMENTS!

Hi Mr. Patrick, the Asset Team is asking me to ask you for dates (for the three Rana Salada Fed Com wells) on the following so they can start planning, any information is helpful, Thank you.

SPUD DATE =

COMPLETIONS =

1ST SALES =



Subject:

FW: [EXTERNAL] RE: Trade Offer: Novo-WPX

From: Young, Aaron <Aaron.Young@wpxenergy.com>

Sent: Friday, May 18, 2018 2:54 PM

To: Brandon Patrick < bpatrick@novoog.com>

Subject: RE: [EXTERNAL] RE: Trade Offer: Novo-WPX

Okay great, thanks Brandon. You have a good weekend as well!

From: Brandon Patrick [mailto:bpatrick@novoog.com]

Sent: Friday, May 18, 2018 2:52 PM

To: Young, Aaron < <u>Aaron.Young@wpxenergy.com</u>>
Subject: RE: [EXTERNAL] RE: Trade Offer: Novo-WPX

Aaron,

Sounds good on the trade.

We have had our onsites, established drill islands, and prepared our APD applications. We *should* have the APDs submitted next week.

Have a good weekend!

Brandon Patrick

Land Manager Novo Oil & Gas, LLC 105 N. Hudson Avenue, Suite 500, Oklahoma City, OK Office: 405-609-1740 Cell: 405-650-9081



Exhibit 17. B.

From: Young, Aaron < Aaron. Young@wpxenergy.com >

Sent: Friday, May 18, 2018 2:49 PM

To: Brandon Patrick < bpatrick@novoog.com >

Subject: RE: [EXTERNAL] RE: Trade Offer: Novo-WPX

Brandon,

Our reservoir guys are out today who really need to look at the trade, so I'll have to follow-up next week. I'll try to get at least a general idea for you pretty quick. Have you guys filed permits for the Rana Saladas?

Thanks,

Aaron

From: Brandon Patrick [mailto:bpatrick@novoog.com]

Sent: Thursday, May 17, 2018 4:45 PM

To: Young, Aaron < <u>Aaron.Young@wpxenergy.com</u>>
Subject: RE: [EXTERNAL] RE: Trade Offer: Novo-WPX

As for the acreage, would WPX be willing to do a trade involving WPX's acreage in the N/2 of Sec. 6-23S-29E? Novo just proposed some 2-mile wells (the "Rana Salada" wells) across the N/2 of Sections 5 and 6-23S-29E.

To Novo

160 net acres in N/2 of Sec. 6-23S-29E operated by Novo

What are your thoughts?

Brandon Patrick

Land Manager
Novo Oil & Gas, LLC
105 N. Hudson Avenue, Suite 500, Oklahoma City, OK
Office: 405-609-1740 Cell: 405-650-9081



From:

Young, Aaron < Aaron. Young@wpxenergy.com>

Sent:

Monday, July 02, 2018 3:56 PM

To:

Brandon Patrick

Subject:

[EXTERNAL] Trade Letter dated June 27, 2018: Executed

Attachments:

20180702160721871.pdf

THIS EMAIL IS FROM AN EXTERNAL SENDER. USE CAUTION WITH LINKS AND ATTACHMENTS!

Brandon,

For your files, attached is the executed Trade Letter covering leasehold in Eddy County, New Mexico. Hope to have to an exchange agreement for your review by tomorrow. Let me know if you need anything in the meantime.

Thanks,

Aaron L. Young Senior Landman WPX Energy Permian, LLC 3500 One Williams Center, MD 35 Tulsa, OK 74172 (539) 573-3531

Exhibit 17. C.