



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
New Mexico State Office
301 Dinosaur Trail
Santa Fe, New Mexico 87508
<https://www.blm.gov/new-mexico>

MAR 17 2021

In Reply Refer To:
NMNM141309
3105.2 (NM920)

Reference:
Communitization Agreement
Bonaid Federal Com #15H
Section 17: W2W2
Section 20: W2W2
T. 24 S., R. 35 E., N.M.P.M.
Lea County, NM

COG Operating, LLC
One Concho Center
600 West Illinois Ave.
Midland, TX 79701

Ms. Chappell:

Enclosed is an approved copy of Communitization Agreement NMNM141309 involving 240 acres of Federal land in lease NMNM134886 and 80 acres of fee land, Lea County, New Mexico, which comprise a 320 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the W2W2 of Secs. 17 and 20, T. 24 S., R. 35 E., NMPM, Lea County, NM, and is effective September 1, 2019. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is accurate.

Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of Natural Resources Revenue at 1-800-525-9167 or 303-231-3504.

If you have any questions regarding this approval, please contact Elizabeth Rivera at (505) 954-2162.

Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,



Sheila Mallory
Deputy State Director
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

NM Taxation & Revenue Dept. (Revenue Processing Div.)

NMOCD

NM (9200)

NM (P0220-CFO, File Room)

NMSO (NM925, File)

NM STATE LAND COMM.

Determination - Approval - Certification


Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.

- B. Approve the attached Communitization Agreement covering the W2W2 of Secs. 17 and 20, T. 24 S., R. 35 E., NMPM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met. Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Carlsbad Field Office pursuant to Item 9 of the approved Communitization Agreement.

- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: **MAR 17 2021**



Sheila Mallory
Deputy State Director
Division of Minerals

Effective: September 1, 2019

Contract No.: Com. Agr. NMNM141309



RECEIVED

JAN 23 2020

BLM, NMSO
SANTA FE

January 20, 2020

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

*NMNM
141309*

RE: Communitization Agreement
Bonaid Federal Com #15H *3002545057*
Township 24 South – Range 35 East, NMPM
Section 17: W2W2
Section 20: W2W2
Containing 320 Acres
Lea County, New Mexico

To Whom It Concerns:

Enclosed are two (2) originals and two (2) copies of the Bonaid Federal Com #15H Communitization Agreement for approval covering the subject lands in the Bone Spring formation. Following approval, please return to me in the envelope provided.

Should you have any questions, I can be reached at 432-688-6641 or email at Mchappell@concho.com.

Sincerely,

COG Operating LLC

Melody Chappell

Melody Chappell
Land Tech II, NDB East

DISTRICT I
1222 S. FRANCIS DR., SANTA FE, NM 87505
Phone: (505) 325-6181 Fax: (505) 325-6178

DISTRICT II
111 S. VINTAGE ST., ARTESIA, NM 86210
Phone: (505) 743-1853 Fax: (505) 743-0750

DISTRICT III
1000 RIO BRAZOS RD., AZTEC, NM 87410
Phone: (505) 324-6178 Fax: (505) 324-6179

DISTRICT IV
1222 S. ST. FRANCIS DR., SANTA FE, NM 87505
Phone: (505) 478-3460 Fax: (505) 478-3462

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

HOBBS OCD
AUG 08 2018

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

RECEIVED

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-45057	Pool Code 98096	Pool Name Wildcat; Bone Spring	<i>DOUBLE POOL</i>
Property Code 322226	Property Name BONAIID FEDERAL COM		Well Number 15H
OGRID No. 229137	Operator Name COG OPERATING, LLC		Elevation 3376.5'

Surface Location

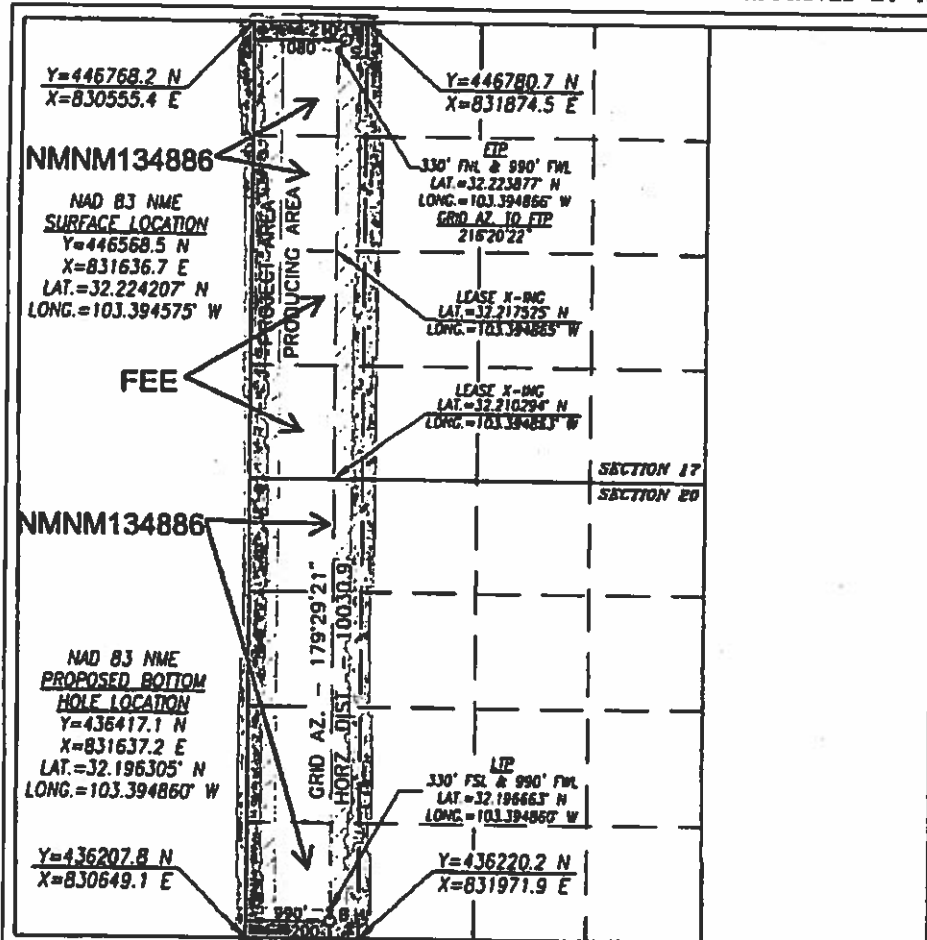
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	17	24-S	35-E		210	NORTH	1080	WEST	LEA

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	20	24-S	35-E		200	SOUTH	990	WEST	LEA

Dedicated Acres 320	Joint or Infill	Consolidation Code	Order No.
-------------------------------	-----------------	--------------------	-----------

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



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

Mayte Reyes 3-12-18
Signature Date
Mayte Reyes
Printed Name
mreyes1@concho.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.

DECEMBER 21, 2017
Date of Survey

Signature & Seal of Professional Surveyor

CHAD L. HARCROW
NEW MEXICO
17777
LICENSED PROFESSIONAL SURVEYOR

Chad Harcrow 1/11/18
Certificate No. CHAD HARCROW 17777
W.O. # 17-1612 DRAWN BY: JH

RECEIVED

JAN 23 2020

Federal Communitization Agreement

BLM, NMSO
SANTA FE

Contract No. 17M7M141309

THIS AGREEMENT entered into as of the **1st day of September, 2019**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

Township 24 South, Range 35 East, N.M.P.M.
Section 17: W/2W/2
Section 20: W/2W/2
Lea County, New Mexico

Containing **320.00** acres, and this agreement shall include only the **Bone Spring Formation** as defined by the NMOCD, underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas

interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

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

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

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

protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **September 1, 2019**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.


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

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

OPERATOR:

COG OPERATING LLC

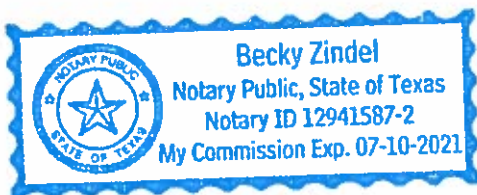
Date: 1/17/2020

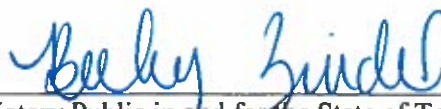
By: 
 Sean Johnson
 Attorney-In-Fact 102

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 17 day of January, 2020, by Sean Johnson, Attorney-In-Fact of **COG Operating LLC**, a Delaware Limited Liability Company, on behalf of same.




 Notary Public in and for the State of Texas
 My Commission expires: 7/10/21

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date: _____

COG Operating LLC

By: _____
Sean Johnson
Attorney-in-Fact



MJB
JHC

Date: _____

COG Production LLC

By: _____
Sean Johnson
Attorney-in-Fact

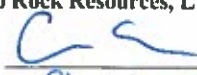


MJB
JHC

Date: _____

Tap Rock Resources, LLC

By: _____
Name: Clayton Sporch
Title: VP Land & Legal



EH

Date: _____

Crown Oil Partners VI, LLC

By: _____
Name: _____
Title: _____

Date: _____

Crump Energy Partners III, LLC

By: _____
Name: _____
Title: _____

Date: _____

Topwater Resources, LLC

By: _____
Name: _____
Title: _____

Date: _____

Chevron U.S.A. Inc.
(Compulsory Pooled via NMOCD Order #14688)

By: _____
Name: _____
Title: _____

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

COG Operating LLC

Date: _____

By: _____
Mark A. Carter
Attorney-in-Fact

Tap Rock Resources, LLC

Date: _____

By: _____
Name: _____
Title: _____

Crown Oil Partners VI, LLC

Date: _____

PLM

By: Brandon Blue
Name: Brandon Blue
Title: Vice President

Crump Energy Partners III, LLC

Date: _____

PLM

By: NA
Name: Mable Starnes
Title: Authorized Person

Topwater Resources, LLC

Date: _____

By: _____
Name: _____
Title: _____

Chevron U.S.A. Inc.
(Compulsory Pooled via NMOCD Order #14688)

Date: _____

By: _____
Name: _____
Title: _____

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date: _____

COG Operating LLC

By: _____
~~Mark A. Carter~~
Attorney-in-Fact

Date: _____

Tap Rock Resources, LLC

By: _____
Name: _____
Title: _____

Date: _____

Crown Oil Partners VI, LLC

By: _____
Name: _____
Title: _____

Date: _____

Crump Energy Partners III, LLC

By: _____
Name: _____
Title: _____

Date: 2-6-2019

Topwater Resources, LLC

By: Robert A. Roark
Name: Robert A. Roark
Title: Director

Date: _____

Chevron U.S.A. Inc.
(Compulsory Pooled via NMOCD Order #14688)

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the 17 day of January, 2020, 2019, by Sean Johnson, as Attorney-In-Fact of COG OPERATING LLC, a Delaware limited liability company, on behalf of said limited liability company.



Becky Zindel
NOTARY PUBLIC in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

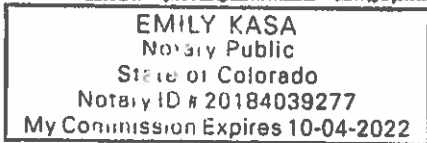
The foregoing instrument was acknowledged before me on the 17 day of January, 2020, 2019, by Sean Johnson, as Attorney-In-Fact of COG PRODUCTION LLC, a Texas limited liability company, on behalf of said limited liability company.



Becky Zindel
NOTARY PUBLIC in and for the State of Texas

STATE OF CO §
§
COUNTY OF Jefferson §

This instrument was acknowledged before me on the 15th day of November, 2019, by Clayton Sporch, as VP Land & Legal of TAP ROCK RESOURCES, LLC, a Delaware limited liability co on behalf of said LLC.



EM
NOTARY PUBLIC in and for the State of Colorado

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____, as _____ of CROWN OIL PARTNERS VI, LLC, a _____, on behalf of said _____.

NOTARY PUBLIC in and for the State of _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the _____ day of _____, 2019, by ~~Mark A. Carter~~, as Attorney-In-Fact of COG OPERATING LLC, a Delaware limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC in and for the State of Texas

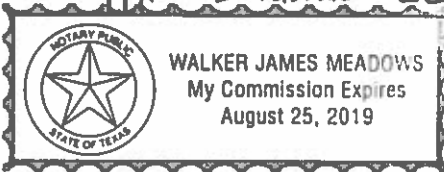
STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____, as _____ of TAP ROCK RESOURCES, LLC, a _____, on behalf of said _____.

NOTARY PUBLIC in and for the State of _____

STATE OF Texas §
COUNTY OF Midland §

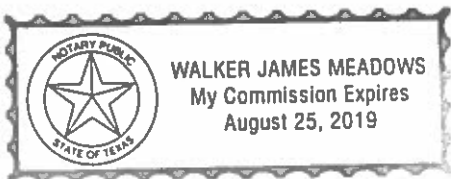
This instrument was acknowledged before me on the 7th day of February, 2019, by Brandon Black, as VP of CROWN OIL PARTNERS VI, LLC, a Delaware LLC, on behalf of said LLC.



[Signature]
NOTARY PUBLIC in and for the State of TX

STATE OF Texas §
COUNTY OF Midland §

This instrument was acknowledged before me on the 7th day of February, 2019, by Noble Starnes, as Authorized Person of CRUMP ENERGY PARTNERS III, LLC, a Delaware LLC, on behalf of said LLC.



[Signature]
NOTARY PUBLIC in and for the State of TX

ACKNOWLEDGEMENTS -cont'd

STATE OF Texas §

COUNTY OF Midland §

This instrument was acknowledged before me on the 6th day of February, 2019, by Robert A Rank, as Director of TOPWATER RESOURCES, LLC, a Texas LLC, on behalf of said LLC.

Laura R Reyna
NOTARY PUBLIC in and for the State of TEXAS



EXHIBIT "A"

Plat of communitized area covering 320.00 acres in W/2W/2 of Sections 17 and 20,
Township 24 South, Range 35 East, N.M.P.M., Lea County, New Mexico

Bonaid Federal Com #15H

TRACT 1
Fee Leases



TRACT 2
USA
NM 134886

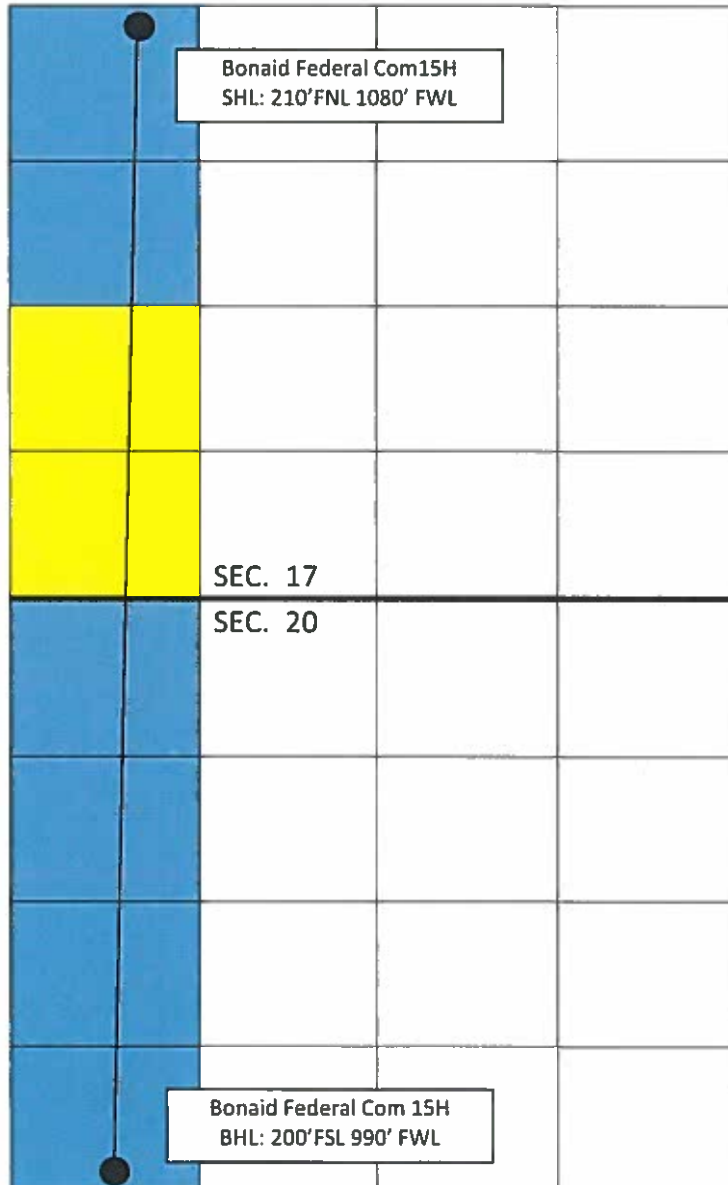


EXHIBIT "B"

Attached to and made part of that Designation of Unit
made by COG OPERATING LLC, et al, designating the
Bonaid Federal Com #15H Unit

**OIL AND GAS LEASES AND/OR OIL AND GAS INTERESTS
SUBJECT TO THIS DESIGNATION OF UNIT**

TRACT 1

Lease Effective Date: January 17, 2011
Lease Term: 5 Years
Recordation: Book 1717, Page 170, Lea County Records
Lessor: Neal Parks King, et ux
Original Lessee: Sam Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owner Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

Lease Effective Date: January 17, 2011
Lease Term: 5 Years
Recordation: Book 1718, Page 238, Lea County Records
Lessor: Rebecca Hunter
Original Lessee: Sam Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owners Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

Lease Effective Date: January 17, 2011
Lease Term: 5 Years
Recordation: Book 1718, Page 241, Lea County Records
Lessor: **David F. K. Puckett**
Original Lessee: Sam Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owners Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

Lease Effective Date: January 17, 2011
Lease Term: 5 Years
Recordation: Book 1718, Page 246, Lea County Records
Lessor: **Mary Jack Johnson**
Original Lessee: Sam Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owners Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

Lease Effective Date: March 18, 2011
Lease Term: 5 Years
Recordation: Book 1723, Page 596, Lea County Records
Lessor: **The Mildred A. Broman Living Trust**
Original Lessee: Sam Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owners Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

Lease Effective Date: February 25, 2011
Lease Term: 5 Years
Recordation: Book 1720, Page 474, Lea County Records
Lessor: Katherine Madera
Original Lessee: Sam Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Inssofar and only inssofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owners Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

Lease Effective Date: February 1, 2018
Lease Term: 3 Years
Recordation: Book 2129, Page 824, Lea County Records
Lessor: Michael Fred Madera
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Description of Land Committed: **Inssofar and only inssofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/4
WI Owners Names & Interests: COG Operating LLC 100%
ORRI Owners: Of Record

Lease Effective Date: May 30, 2017
Lease Term: 4 Years
Recordation: Book 2112, Page 122, Lea County Records
Lessor: Mildred Madera McCall
Original Lessee: Legion Petroleum, LLC
Current Lessee: Tap Rock Resources, LLC
Description of Land Committed: **Inssofar and only inssofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 3/16
WI Owners Names & Interests: Tap Rock Resources, LLC 100%
ORRI Owners: Of Record

Lease Effective Date: March 19, 2018
 Lease Term: 3 Years
 Recordation: Unrecorded at this time
 Lessor: **5588 Oil, LLC**
 Original Lessee: Crown Oil Partners VI, LLC, Crump Energy Partners III, LLC
 Current Lessee: Crown Oil Partners VI, LLC, Crump Energy Partners III, LLC
 Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
 Sec. 17: W/2SW/4
 Lea County, New Mexico
 Number of Acres: 80
 Royalty Rate: 1/4
 WI Owners Names & Interests: Crown Oil Partners VI, LLC, Crump Energy Partners III, LLC 100%
 ORRI Owners: Of Record

Lease Effective Date: March 29, 2018
 Lease Term: 3 Years
 Recordation: Unrecorded at this time
 Lessor: **Oak Valley Mineral and Land, LP, et al**
 Original Lessee: Crown Oil Partners VI, LLC, Crump Energy Partners III, LLC
 Current Lessee: Crown Oil Partners VI, LLC, Crump Energy Partners III, LLC
 Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
 Sec. 17: W/2SW/4
 Lea County, New Mexico
 Number of Acres: 80
 Royalty Rate: 1/4
 WI Owners Names & Interests: Crown Oil Partners VI, LLC, Crump Energy Partners III, LLC 100%
 ORRI Owners: Of Record

Lease Effective Date: February 22, 2018
 Lease Term: 3 Years
 Recordation: Book 2131, Page 345, Lea County Records
 Lessor: **Lela Ellen Madera**
 Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
 Sec. 17: W/2SW/4
 Lea County, New Mexico
 Number of Acres: 80
 Royalty Rate: 1/4
 WI Owners Names & Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

Lease Effective Date: May 28, 2018
 Lease Terms: 3 Years
 Recordation: Book 2135, Page 715, (as amended in Bk 2135, Pg 604)
 Lea County Records
 Lessor: **Katherine Ross Madera Sharbutt**
 Original Lessee: Ozark Royalty Co
 Current Lessee: Topwater Resources, LLC
 Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
 Sec. 17: W/2SW/4
 Lea County, New Mexico
 Number of Acres: 80
 Royalty Rate: 1/5
 WI Owners Names & Interests: Topwater Resources, LLC 100%
 ORRI Owners: Of Record

Lease Effective Date: February 25, 2011
 Lease Term: 5 Years
 Recordation: Book 1892, Page 99, Lea County Records
 Lessor: **Pamela Madera**
 Original Lessee: Sam L. Shackelford
 Current Lessee: COG Production LLC
 Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
 Sec. 17: W/2SW/4
 Lea County, New Mexico
 Number of Acres: 80
 Royalty Rate: 1/5
 WI Owners Names & Interests: COG Production LLC 100%
 ORRI Owners: Of Record

TRACT 2

Lease Effective Date: October 1, 2015
 Lease Terms: 10 Years
 Recordation: Not Recorded
 Lessor: **USA NM-134886**
 Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
 Sec. 17: W/2NW/4
 Sec. 20: W/2W/2
 Lea County, New Mexico
 Number of Acres: 240
 Royalty Rate: 12-1/2
 WI Owners Names & Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

Lease Effective Date: May 30, 2017
 Lease Terms: 4 Years
 Recordation: Book 2121, Page 660, Lea County Records
 Lessor: Rubert "Bert" Madera and Montie Carol Madera, as
 Managing Members of the Pitchfork Cattle Company, LLC
 Original Lessee: Legion Petroleum, LLC
 Current Lessee: Tap Rock Resources, LLC
 Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
 Sec. 17: W/2SW/4
 Lea County, New Mexico
 Royalty Rate: 3/16
 WI Owners Names & Interests: Tap Rock Resources, LLC 100%
 ORRI Owners: Of Record

RECAPITULATION

Tract Number	Number of Acres Committed	Percentage of Interest in Communitized Area
No. 1	80.00	25.0000%
No. 2	240.00	75.0000%
	320.00	100.0000%

RECEIVED

JAN 23 2020

BLM, NMSO
SANTA FE

Federal Communitization Agreement

Contract No. 77777141309

THIS AGREEMENT entered into as of the 1st day of September, 2019, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

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

Section 17: W/2W/2

Section 20: W/2W/2

Lea County, New Mexico

Containing 320.00 acres, and this agreement shall include only the **Bone Spring Formation** as defined by the NMOCD, underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas

interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

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

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

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

protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **September 1, 2019**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

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

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

OPERATOR:

COG OPERATING LLC

Date: 1/17/2020

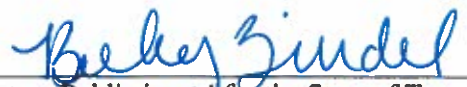
By:  *MS*
 Sean Johnson
 Attorney-In-Fact *HC*

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 17 day of January, 2020, by Sean Johnson, Attorney-In-Fact of **COG Operating LLC**, a Delaware Limited Liability Company, on behalf of same.




 Notary Public in and for the State of Texas
 My Commission expires: 7/10/21

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date: _____

COG Operating LLC

By: _____
Sean Johnson
Attorney-in-Fact

COG Production LLC

Date: _____

By: _____
Sean Johnson
Attorney-in-Fact

Tap Rock Resources, LLC

Date: _____

By: _____
Name: Clayton Sporch
Title: VP Land & Legal

Crown Oil Partners VI, LLC

Date: _____

By: _____
Name: _____
Title: _____

Crump Energy Partners III, LLC

Date: _____

By: _____
Name: _____
Title: _____

Topwater Resources, LLC

Date: _____

By: _____
Name: _____
Title: _____

Chevron U.S.A. Inc.
(Compulsory Pooled via NMOCD Order #14688)

Date: _____

By: _____
Name: _____
Title: _____

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date: _____		COG Operating LLC
		By: _____
		Mark A. Carter
		Attorney-in-Fact
Date: _____		Tap Rock Resources, LLC
		By: _____
		Name: _____
		Title: _____
Date: _____	PWH	Crown Oil Partners VI, LLC
		By: _____
		Name: <u>Brandon Blake</u>
		Title: <u>Vice President</u>
Date: _____	PWH	Crump Energy Partners III, LLC
		By: _____
		Name: <u>Noble Starnes</u>
		Title: <u>Authorized Person</u>
Date: _____		Topwater Resources, LLC
		By: _____
		Name: _____
		Title: _____
Date: _____		Chevron U.S.A. Inc.
		(Compulsory Pooled via NMOCD Order #14688)
		By: _____
		Name: _____
		Title: _____

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date: _____

COG Operating LLC

By: _____
~~Mark A. Carter~~
Attorney-in-Fact

Date: _____

Tap Rock Resources, LLC

By: _____
Name: _____
Title: _____

Date: _____

Crown Oil Partners VI, LLC

By: _____
Name: _____
Title: _____

Date: _____

Crump Energy Partners III, LLC

By: _____
Name: _____
Title: _____

Date: 2/6/2019

Topwater Resources, LLC

By: Robert A. Roed
Name: Robert A. Roed
Title: Director

Date: _____

Chevron U.S.A. Inc.
(Compulsory Pooled via NMOCD Order #14688)

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the 17 day of January, 2020, by Sean Johnson, as Attorney-In-Fact of **COG OPERATING LLC**, a Delaware limited liability company, on behalf of said limited liability company.



Becky Zindel
NOTARY PUBLIC in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

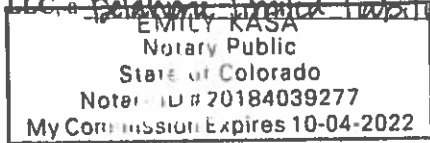
The foregoing instrument was acknowledged before me on the 17 day of January, 2020, by Sean Johnson, as Attorney-In-Fact of **COG PRODUCTION LLC**, a Texas limited liability company, on behalf of said limited liability company.



Becky Zindel
NOTARY PUBLIC in and for the State of Texas

STATE OF CO §
§
COUNTY OF Jefferson §

This instrument was acknowledged before me on the 15th day of November, 2019, by Clayton Sporch, as VP Land Legal of **TAP ROCK RESOURCES, LLC**, a ~~Delaware limited liability company~~, on behalf of said LLC.



EMILY KASA
NOTARY PUBLIC in and for the State of Colorado

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____, as _____ of **CROWN OIL PARTNERS VI, LLC**, a _____, on behalf of said _____.

NOTARY PUBLIC in and for the State of _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the _____ day of _____, 2019, by ~~Mark A. Carter~~, as Attorney-In-Fact of COG OPERATING LLC, a Delaware limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC in and for the State of Texas

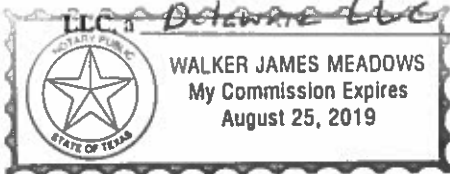
STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____, as _____ of TAP ROCK RESOURCES, LLC, a _____, on behalf of said _____.

NOTARY PUBLIC in and for the State of _____

STATE OF Texas §
COUNTY OF Midland §

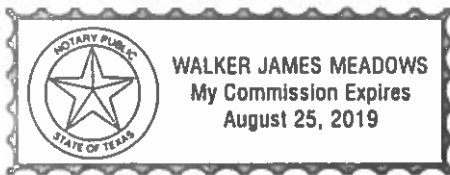
This instrument was acknowledged before me on the 7th day of February, 2019, by Brandon Black, as VP of CROWN OIL PARTNERS VI, LLC, a Delaware LLC, on behalf of said LLC.



[Signature]
NOTARY PUBLIC in and for the State of Texas

STATE OF Texas §
COUNTY OF Midland §

This instrument was acknowledged before me on the 7th day of February, 2019, by Noble Starnes, as Authorized Person of CRUMP ENERGY PARTNERS III, LLC, a Delaware LLC, on behalf of said LLC.



[Signature]
NOTARY PUBLIC in and for the State of Texas

ACKNOWLEDGEMENTS -cont'd

STATE OF Texas §

COUNTY OF Midland §

This instrument was acknowledged before me on the 6th day of February, 2019, by Robert A. Roark, as Director of TOPWATER RESOURCES, LLC, a Texas LLC, on behalf of said LLC.



Laura R Reyna
NOTARY PUBLIC in and for the State of Texas

EXHIBIT "A"

Plat of communitized area covering 320.00 acres in W/2W/2 of Sections 17 and 20,
Township 24 South, Range 35 East, N.M.P.M., Lea County, New Mexico

Bonaid Federal Com #15H

**TRACT 1
Fee Leases**



**TRACT 2
USA
NM 134886**

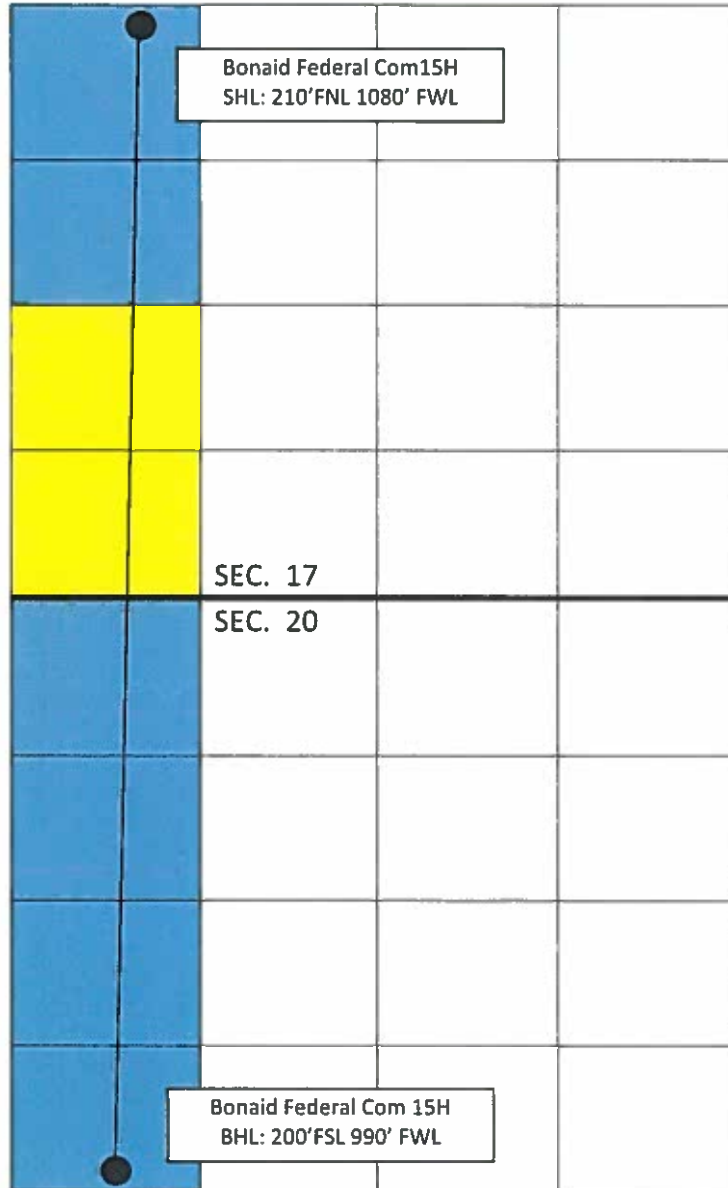


EXHIBIT "B"

Attached to and made part of that Designation of Unit
made by COG OPERATING LLC, et al, designating the
Bonaid Federal Com #15H Unit

OIL AND GAS LEASES AND/OR OIL AND GAS INTERESTS SUBJECT TO THIS DESIGNATION OF UNIT

TRACT 1

Lease Effective Date: January 17, 2011
Lease Term: 5 Years
Recordation: Book 1717, Page 170, Lea County Records
Lessor: Neal Parks King, et ux
Original Lessee: Sam Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owner Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

Lease Effective Date: January 17, 2011
Lease Term: 5 Years
Recordation: Book 1718, Page 238, Lea County Records
Lessor: Rebecca Hunter
Original Lessee: Sam Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owners Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

Lease Effective Date: January 17, 2011
Lease Term: 5 Years
Recordation: Book 1718, Page 241, Lea County Records
Lessor: David F. K. Puckett
Original Lessee: Sam Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owners Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

Lease Effective Date: January 17, 2011
Lease Term: 5 Years
Recordation: Book 1718, Page 246, Lea County Records
Lessor: Mary Jack Johnson
Original Lessee: Sam Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owners Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

Lease Effective Date: March 18, 2011
Lease Term: 5 Years
Recordation: Book 1723, Page 596, Lea County Records
Lessor: The Mildred A. Broman Living Trust
Original Lessee: Sam Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owners Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

Lease Effective Date: February 25, 2011
Lease Term: 5 Years
Recordation: Book 1720, Page 474, Lea County Records
Lessor: **Katherine Madera**
Original Lessee: Sam Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Inssofar and only inssofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owners Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

Lease Effective Date: February 1, 2018
Lease Term: 3 Years
Recordation: Book 2129, Page 824, Lea County Records
Lessor: **Michael Fred Madera**
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Description of Land Committed: **Inssofar and only inssofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/4
WI Owners Names & Interests: COG Operating LLC 100%
ORRI Owners: Of Record

Lease Effective Date: May 30, 2017
Lease Term: 4 Years
Recordation: Book 2112, Page 122, Lea County Records
Lessor: **Mildred Madera McCall**
Original Lessee: Legion Petroleum, LLC
Current Lessee: Tap Rock Resources, LLC
Description of Land Committed: **Inssofar and only inssofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 3/16
WI Owners Names & Interests: Tap Rock Resources, LLC 100%
ORRI Owners: Of Record

Lease Effective Date: March 19, 2018
 Lease Term: 3 Years
 Recordation: Unrecorded at this time
 Lessor: **5588 Oil, LLC**
 Original Lessee: Crown Oil Partners VI, LLC, Crump Energy Partners III, LLC
 Current Lessee: Crown Oil Partners VI, LLC, Crump Energy Partners III, LLC
 Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
 Sec. 17: W/2SW/4
 Lea County, New Mexico
 Number of Acres: 80
 Royalty Rate: 1/4
 WI Owners Names & Interests: Crown Oil Partners VI, LLC, Crump Energy Partners III, LLC 100%
 ORRI Owners: Of Record

Lease Effective Date: March 29, 2018
 Lease Term: 3 Years
 Recordation: Unrecorded at this time
 Lessor: **Oak Valley Mineral and Land, LP, et al**
 Original Lessee: Crown Oil Partners VI, LLC, Crump Energy Partners III, LLC
 Current Lessee: Crown Oil Partners VI, LLC, Crump Energy Partners III, LLC
 Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
 Sec. 17: W/2SW/4
 Lea County, New Mexico
 Number of Acres: 80
 Royalty Rate: 1/4
 WI Owners Names & Interests: Crown Oil Partners VI, LLC, Crump Energy Partners III, LLC 100%
 ORRI Owners: Of Record

Lease Effective Date: February 22, 2018
 Lease Term: 3 Years
 Recordation: Book 2131, Page 345, Lea County Records
 Lessor: **Lela Ellen Madera**
 Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
 Sec. 17: W/2SW/4
 Lea County, New Mexico
 Number of Acres: 80
 Royalty Rate: 1/4
 WI Owners Names & Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

Lease Effective Date: May 28, 2018
Lease Terms: 3 Years
Recordation: Book 2135, Page 715, (as amended in Bk 2135, Pg 604)
Lea County Records
Lessor: **Katherine Ross Madera Sharbutt**
Original Lessee: Ozark Royalty Co
Current Lessee: Topwater Resources, LLC
Description of Land Committed: **Inssofar and only inssofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owners Names & Interests: Topwater Resources, LLC 100%
ORRI Owners: Of Record

Lease Effective Date: February 25, 2011
Lease Term: 5 Years
Recordation: Book 1892, Page 99, Lea County Records
Lessor: **Pamela Madera**
Original Lessee: Sam L. Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Inssofar and only inssofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owners Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

TRACT 2

Lease Effective Date: October 1, 2015
Lease Terms: 10 Years
Recordation: Not Recorded
Lessor: **USA NM-134886**
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Description of Land Committed: **Inssofar and only inssofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2NW/4
Sec. 20: W/2W/2
Lea County, New Mexico
Number of Acres: 240
Royalty Rate: 12-1/2
WI Owners Names & Interests: COG Operating LLC 100%
ORRI Owners: Of Record

Lease Effective Date: May 30, 2017
 Lease Terms: 4 Years
 Recordation: Book 2121, Page 660, Lea County Records
 Lessor: Rubert "Bert" Madera and Montie Carol Madera, as
 Managing Members of the Pitchfork Cattle Company, LLC
 Original Lessee: Legion Petroleum, LLC
 Current Lessee: Tap Rock Resources, LLC
 Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
 Sec. 17: W/2SW/4
 Lea County, New Mexico
 Royalty Rate: 3/16
 WI Owners Names & Interests: Tap Rock Resources, LLC 100%
 ORRI Owners: Of Record

RECAPITULATION

Tract Number	Number of Acres Committed	Percentage of Interest in Communitized Area
No. 1	80.00	25.0000%
No. 2	240.00	75.0000%
	320.00	100.0000%

RECEIVED

JAN 23 2020

BLM, NMSO
SANTA FE

Federal Communitization Agreement

Contract No. 27777141309

THIS AGREEMENT entered into as of the 1st day of September, 2019, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

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

Section 17: W/2W/2

Section 20: W/2W/2

Lea County, New Mexico

Containing 320.00 acres, and this agreement shall include only the **Bone Spring Formation** as defined by the NMOCD, underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas

interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

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

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

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

protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **September 1, 2019**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

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

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

OPERATOR:

COG OPERATING LLC

Date: 1/17/2020

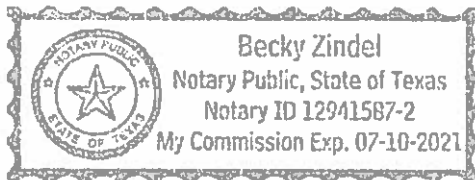
By: 
 Sean Johnson
 Attorney-In-Fact


*WJS
JHC*

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 17 day of January, 2020, by Sean Johnson, Attorney-In-Fact of **COG Operating LLC**, a Delaware Limited Liability Company, on behalf of same.




 Notary Public in and for the State of Texas
 My Commission expires: 7/10/21

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date: _____

COG Operating LLC

By: _____
Sean Johnson
Attorney-in-Fact

*njb
JHE*

Date: _____

COG Production LLC

By: _____
Sean Johnson
Attorney-in-Fact

*njb
JHE*

Date: _____

Tap Rock Resources, LLC

By: _____
Name: Clayton Spence
Title: VP Land Acq. & Dev.

EH

Date: _____

Crown Oil Partners VI, LLC

By: _____
Name: _____
Title: _____

Date: _____

Crump Energy Partners III, LLC

By: _____
Name: _____
Title: _____

Date: _____

Topwater Resources, LLC

By: _____
Name: _____
Title: _____

Date: _____

Chevron U.S.A. Inc.
(Compulsory Pooled via NMOCD Order #14688)

By: _____
Name: _____
Title: _____

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date: _____

COG Operating LLC

By: _____

Attorney-in-fact

Date: _____

Tap Rock Resources, LLC

By: _____

Name: _____

Title: _____

Date: _____

Crown Oil Partners VI, LLC

By: *Brandon Black*

PDM

Name: *Brandon Black*

Title: *Vice President*

Date: _____

Crump Energy Partners III, LLC

By: *NA*

PDM

Name: *Noble Spines*

Title: *Authorized Person*

Date: _____

Topwater Resources, LLC

By: _____

Name: _____

Title: _____

Date: _____

Chevron U.S.A. Inc.

(Compulsory Pooled via NMOCD Order #14688)

By: _____

Name: _____

Title: _____

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date: _____

COG Operating LLC

By: _____

Attorney in fact

Date: _____

Tap Rock Resources, LLC

By: _____

Name: _____

Title: _____

Date: _____

Crown Oil Partners VI, LLC

By: _____

Name: _____

Title: _____

Date: _____

Crump Energy Partners III, LLC

By: _____

Name: _____

Title: _____

Date: 2/6/2014

Topwater Resources, LLC

By: Robert A. [Signature]

Name: Robert A. [Signature]

Title: Director

Date: _____

Chevron U.S.A. Inc.

(Compulsory Pooled via NMOCD Order #14688)

By: _____

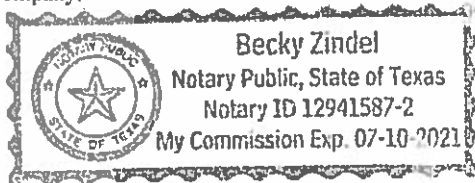
Name: _____

Title: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF MIDLAND §

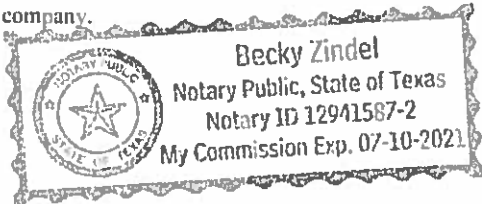
The foregoing instrument was acknowledged before me on the 17 day of January, ²⁰²⁰~~2019~~, by Sean Johnson, as Attorney-In-Fact of **COG OPERATING LLC**, a Delaware limited liability company, on behalf of said limited liability company.



Becky Zindel
NOTARY PUBLIC in and for the State of Texas

STATE OF TEXAS §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the 17 day of January, ²⁰²⁰~~2019~~, by Sean Johnson, as Attorney-In-Fact of **COG PRODUCTION LLC**, a Texas limited liability company, on behalf of said limited liability company.



Becky Zindel
NOTARY PUBLIC in and for the State of Texas

EMILY KASA
Notary Public
State of Colorado
Notary ID # 20184039277
My Commission Expires 10-04-2022

STATE OF CO §
COUNTY OF Jefferson §

This instrument was acknowledged before me on the 15th day of November, 2019, by Clayton Sporich, as VP Land & Legal of **TAP ROCK RESOURCES, LLC**, a Delaware Limited liability company, on behalf of said LLC.

EM
NOTARY PUBLIC in and for the State of Colorado

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____, as _____ of **CROWN OIL PARTNERS VI, LLC**, a _____, on behalf of said _____.

NOTARY PUBLIC in and for the State of _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the _____ day of _____, 2019, by ~~Mark A. Carter~~, as Attorney-In-Fact of **COG OPERATING LLC**, a Delaware limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC in and for the State of Texas

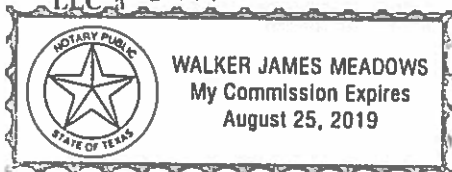
STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____, as _____ of **TAP ROCK RESOURCES, LLC**, a _____, on behalf of said _____.

NOTARY PUBLIC in and for the State of _____

STATE OF Texas §
COUNTY OF Midland §

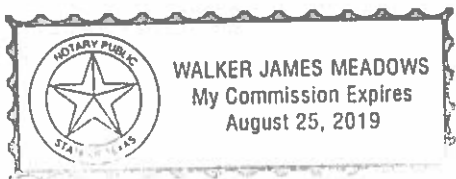
This instrument was acknowledged before me on the 7th day of February, 2019, by Birinda Black, as VP of **CROWN OIL PARTNERS VI, LLC**, a Delaware LLC, on behalf of said LLC.



[Signature]
NOTARY PUBLIC in and for the State of TX

STATE OF Texas §
COUNTY OF Midland §

This instrument was acknowledged before me on the 7th day of February, 2019, by Noble Starnes, as Authorized Person of **CRUMP ENERGY PARTNERS III, LLC**, a Delaware LLC, on behalf of said LLC.



[Signature]
NOTARY PUBLIC in and for the State of TX

EXHIBIT "A"

Plat of communized area covering 320.00 acres in W/2W/2 of Sections 17 and 20,
Township 24 South, Range 35 East, N.M.P.M., Lea County, New Mexico

Bonaid Federal Com #15H

TRACT 1
Fee Leases



TRACT 2
USA
NM 134886

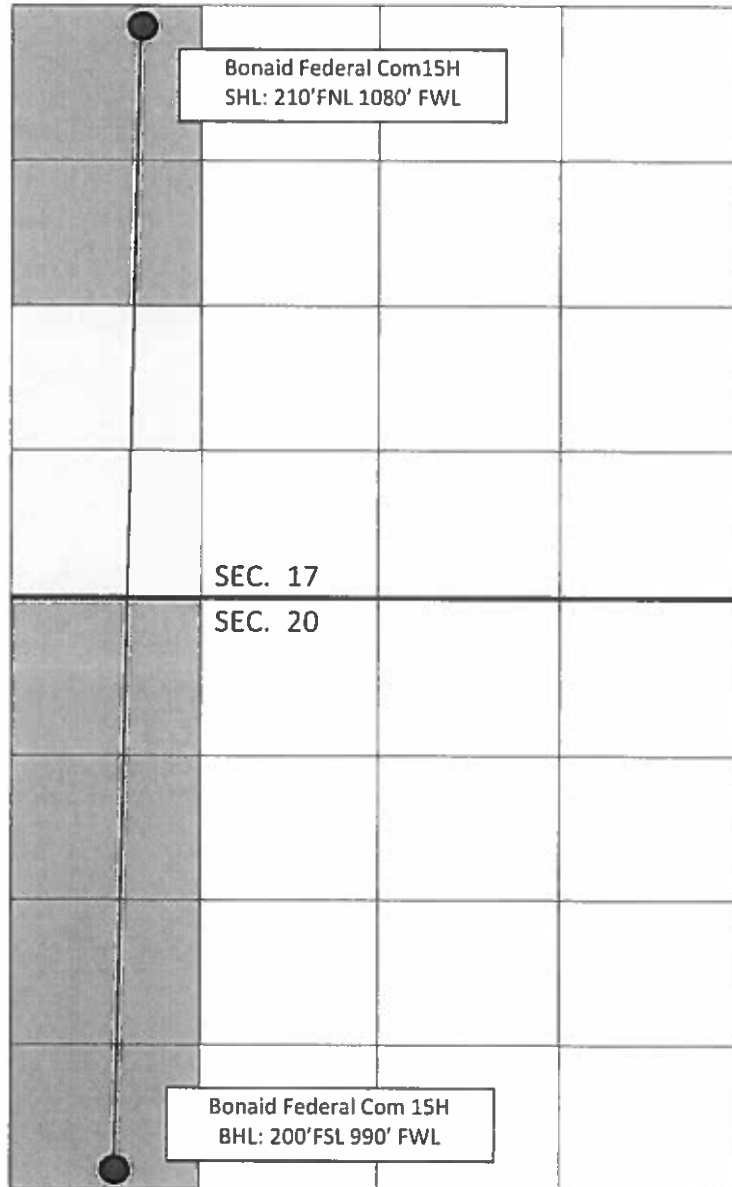


EXHIBIT "B"

Attached to and made part of that Designation of Unit
made by COG OPERATING LLC, et al, designating the
Bonaid Federal Com #15H Unit

OIL AND GAS LEASES AND/OR OIL AND GAS INTERESTS SUBJECT TO THIS DESIGNATION OF UNIT

TRACT 1

Lease Effective Date: January 17, 2011
Lease Term: 5 Years
Recordation: Book 1717, Page 170, Lea County Records
Lessor: Neal Parks King, et ux
Original Lessee: Sam Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owner Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

Lease Effective Date: January 17, 2011
Lease Term: 5 Years
Recordation: Book 1718, Page 238, Lea County Records
Lessor: Rebecca Hunter
Original Lessee: Sam Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owners Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

Lease Effective Date: January 17, 2011
Lease Term: 5 Years
Recordation: Book 1718, Page 241, Lea County Records
Lessor: David F. K. Puckett
Original Lessee: Sam Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owners Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

Lease Effective Date: January 17, 2011
Lease Term: 5 Years
Recordation: Book 1718, Page 246, Lea County Records
Lessor: Mary Jack Johnson
Original Lessee: Sam Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owners Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

Lease Effective Date: March 18, 2011
Lease Term: 5 Years
Recordation: Book 1723, Page 596, Lea County Records
Lessor: The Mildred A. Broman Living Trust
Original Lessee: Sam Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owners Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

Lease Effective Date: February 25, 2011
Lease Term: 5 Years
Recordation: Book 1720, Page 474, Lea County Records
Lessor: Katherine Madera
Original Lessee: Sam Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owners Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

Lease Effective Date: February 1, 2018
Lease Term: 3 Years
Recordation: Book 2129, Page 824, Lea County Records
Lessor: Michael Fred Madera
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/4
WI Owners Names & Interests: COG Operating LLC 100%
ORRI Owners: Of Record

Lease Effective Date: May 30, 2017
Lease Term: 4 Years
Recordation: Book 2112, Page 122, Lea County Records
Lessor: Mildred Madera McCall
Original Lessee: Legion Petroleum, LLC
Current Lessee: Tap Rock Resources, LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 3/16
WI Owners Names & Interests: Tap Rock Resources, LLC 100%
ORRI Owners: Of Record

Lease Effective Date: March 19, 2018
 Lease Term: 3 Years
 Recordation: Unrecorded at this time
 Lessor: **5588 Oil, LLC**
 Original Lessee: Crown Oil Partners VI, LLC, Crump Energy Partners III, LLC
 Current Lessee: Crown Oil Partners VI, LLC, Crump Energy Partners III, LLC
 Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
 Sec. 17: W/2SW/4
 Lea County, New Mexico
 Number of Acres: 80
 Royalty Rate: 1/4
 WI Owners Names & Interests: Crown Oil Partners VI, LLC, Crump Energy Partners III, LLC 100%
 ORRI Owners: Of Record

Lease Effective Date: March 29, 2018
 Lease Term: 3 Years
 Recordation: Unrecorded at this time
 Lessor: **Ouk Valley Mineral and Land, LP, et al**
 Original Lessee: Crown Oil Partners VI, LLC, Crump Energy Partners III, LLC
 Current Lessee: Crown Oil Partners VI, LLC, Crump Energy Partners III, LLC
 Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
 Sec. 17: W/2SW/4
 Lea County, New Mexico
 Number of Acres: 80
 Royalty Rate: 1/4
 WI Owners Names & Interests: Crown Oil Partners VI, LLC, Crump Energy Partners III, LLC 100%
 ORRI Owners: Of Record

Lease Effective Date: February 22, 2018
 Lease Term: 3 Years
 Recordation: Book 2131, Page 345, Lea County Records
 Lessor: **Lela Ellen Madera**
 Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
 Sec. 17: W/2SW/4
 Lea County, New Mexico
 Number of Acres: 80
 Royalty Rate: 1/4
 WI Owners Names & Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

Lease Effective Date: May 28, 2018
 Lease Terms: 3 Years
 Recordation: Book 2135, Page 715, (as amended in Bk 2135, Pg 604)
 Lea County Records
 Lessor: **Katherine Ross Madera Sharbutt**
 Original Lessee: Ozark Royalty Co
 Current Lessee: Topwater Resources, LLC
 Description of Land Committed: **Inssofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
 Sec. 17: W/2SW/4
 Lea County, New Mexico
 Number of Acres: 80
 Royalty Rate: 1/5
 WI Owners Names & Interests: Topwater Resources, LLC 100%
 ORRI Owners: Of Record

Lease Effective Date: February 25, 2011
 Lease Term: 5 Years
 Recordation: Book 1892, Page 99, Lea County Records
 Lessor: **Pamela Madera**
 Original Lessee: Sam L. Shackelford
 Current Lessee: COG Production LLC
 Description of Land Committed: **Inssofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
 Sec. 17: W/2SW/4
 Lea County, New Mexico
 Number of Acres: 80
 Royalty Rate: 1/5
 WI Owners Names & Interests: COG Production LLC 100%
 ORRI Owners: Of Record

TRACT 2

Lease Effective Date: October 1, 2015
 Lease Terms: 10 Years
 Recordation: Not Recorded
 Lessor: **USA NM-134886**
 Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Description of Land Committed: **Inssofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
 Sec. 17: W/2NW/4
 Sec. 20: W/2W/2
 Lea County, New Mexico
 Number of Acres: 240
 Royalty Rate: 12-1/2
 WI Owners Names & Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

Lease Effective Date: May 30, 2017
 Lease Terms: 4 Years
 Recordation: Book 2121, Page 660, Lea County Records
 Lessor: Rubert "Bert" Madera and Montie Carol Madera, as
 Managing Members of the Pitchfork Cattle Company, LLC
 Original Lessee: Legion Petroleum, LLC
 Current Lessee: Tap Rock Resources, LLC
 Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
 Sec. 17: W/2SW/4
 Lea County, New Mexico
 Royalty Rate: 3/16
 WI Owners Names & Interests: Tap Rock Resources, LLC 100%
 ORRI Owners: Of Record

RECAPITULATION

Tract Number	Number of Acres Committed	Percentage of Interest in Communitized Area
No. 1	80.00	25.0000%
No. 2	240.00	75.0000%
	320.00	100.0000%

RECEIVED

JAN 23 2020

BLM, NMSO
SANTA FE

Federal Communitization Agreement

Contract No. AM77M141309

THIS AGREEMENT entered into as of the **1st day of September, 2019**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

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

Section 17: W/2W/2

Section 20: W/2W/2

Lea County, New Mexico

Containing **320.00** acres, and this agreement shall include only the **Bone Spring Formation** as defined by the NMOCD, underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas

interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

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

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

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

protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **September 1, 2019**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

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

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

OPERATOR:

COG OPERATING LLC

Date: 1/17/2020

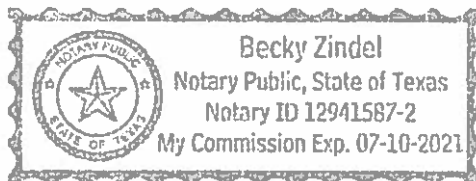
By: 
 Sean Johnson
 Attorney-In-Fact


#18
JHC

ACKNOWLEDGEMENT

STATE OF TEXAS §
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 17 day of January, 2020, by Sean Johnson, Attorney-In-Fact of **COG Operating LLC**, a Delaware Limited Liability Company, on behalf of same.




 Notary Public in and for the State of Texas
 My Commission expires: 7/10/21

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date: _____

COG Operating LLC

By: _____
Sean Johnson
Attorney-in-Fact



WJB
JHC

Date: _____

COG Production LLC

By: _____
Sean Johnson
Attorney-in-Fact

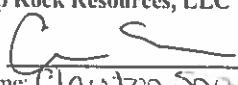


WJB
JHC

Date: _____

Tap Rock Resources, LLC

By: _____
Name: Clayton Spohn
Title: VP Land Affairs



EH

Date: _____

Crown Oil Partners VI, LLC

By: _____
Name: _____
Title: _____

Date: _____

Crump Energy Partners III, LLC

By: _____
Name: _____
Title: _____

Date: _____

Topwater Resources, LLC

By: _____
Name: _____
Title: _____

Date: _____

Chevron U.S.A. Inc.
(Compulsory Pooled via NMOCD Order #14688)

By: _____
Name: _____
Title: _____

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date: _____

COG Operating LLC

By: _____

Attorney-in-fact

Date: _____

Tap Rock Resources, LLC

By: _____

Name: _____

Title: _____

Date: _____

Crown Oil Partners VI, LLC

By: *Brandon Blake*
Name: *Brandon Blake*
Title: *Vice President*

Date: _____

Crump Energy Partners III, LLC

By: *NA*
Name: *Noble Starnes*
Title: *Authorized Person*

Date: _____

Topwater Resources, LLC

By: _____

Name: _____

Title: _____

Date: _____

Chevron U.S.A. Inc.

(Compulsory Pooled via NMOCD Order #14688)

By: _____

Name: _____

Title: _____

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date: _____

COG Operating LLC

By: _____

Attorney in fact

Date: _____

Tap Rock Resources, LLC

By: _____

Name: _____

Title: _____

Date: _____

Crown Oil Partners VI, LLC

By: _____

Name: _____

Title: _____

Date: _____

Crump Energy Partners III, LLC

By: _____

Name: _____

Title: _____

Date: 2/6/2014

Topwater Resources, LLC

By: Robert A. [Signature]

Name: Robert A. Zwick

Title: Director

Date: _____

Chevron U.S.A. Inc.

(Compulsory Pooled via NMOCD Order #14688)

By: _____

Name: _____

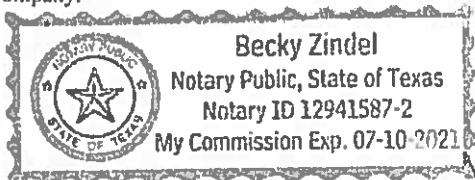
Title: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the 17 day of January, ²⁰²⁰~~2019~~, by Sean Johnson, as Attorney-In-Fact of COG OPERATING LLC, a Delaware limited liability company, on behalf of said limited liability company.

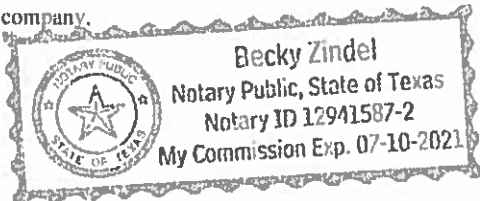


Becky Zindel
NOTARY PUBLIC in and for the State of Texas

STATE OF TEXAS §

COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the 17 day of January, ²⁰²⁰~~2019~~, by Sean Johnson, as Attorney-In-Fact of COG PRODUCTION LLC, a Texas limited liability company, on behalf of said limited liability company.



Becky Zindel
NOTARY PUBLIC in and for the State of Texas

EMILY KASA
Notary Public
State of Colorado
Notary ID # 20184039277
My Commission Expires 10-04-2022

STATE OF CO §

COUNTY OF Jefferson §

This instrument was acknowledged before me on the 15th day of November, 2019, by Clayton Sporich, as VP Land & Legal of TAP ROCK RESOURCES, LLC, a Delaware Limited liability company, on behalf of said LLC.

Em
NOTARY PUBLIC in and for the State of Colorado

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____, as _____ of CROWN OIL PARTNERS VI, LLC, a _____, on behalf of said _____.

NOTARY PUBLIC in and for the State of _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the _____ day of _____, 2019, by ~~Mark A. Carter~~, as Attorney-In-Fact of COG OPERATING LLC, a Delaware limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC in and for the State of Texas

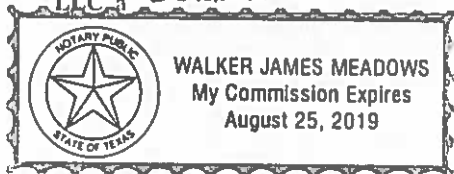
STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____, as _____ of TAP ROCK RESOURCES, LLC, a _____, on behalf of said _____.

NOTARY PUBLIC in and for the State of _____

STATE OF Texas §
 §
COUNTY OF Midland §

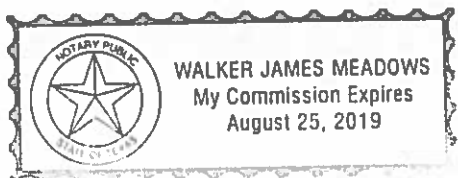
This instrument was acknowledged before me on the 7th day of February, 2019, by Brendan Black, as VP of CROWN OIL PARTNERS VI, LLC, a Delaware LLC, on behalf of said LLC.



[Signature]
NOTARY PUBLIC in and for the State of TX

STATE OF Texas §
 §
COUNTY OF Midland §

This instrument was acknowledged before me on the 7th day of February, 2019, by Noble Starnes, as Authorized Person of CRUMP ENERGY PARTNERS III, LLC, a Delaware LLC, on behalf of said LLC.



[Signature]
NOTARY PUBLIC in and for the State of TX

EXHIBIT "A"

Plat of communitized area covering 320.00 acres in W/2W/2 of Sections 17 and 20,
Township 24 South, Range 35 East, N.M.P.M., Lea County, New Mexico

Bonaid Federal Com #15H

TRACT 1
Fee Leases



TRACT 2
USA
NM 134886

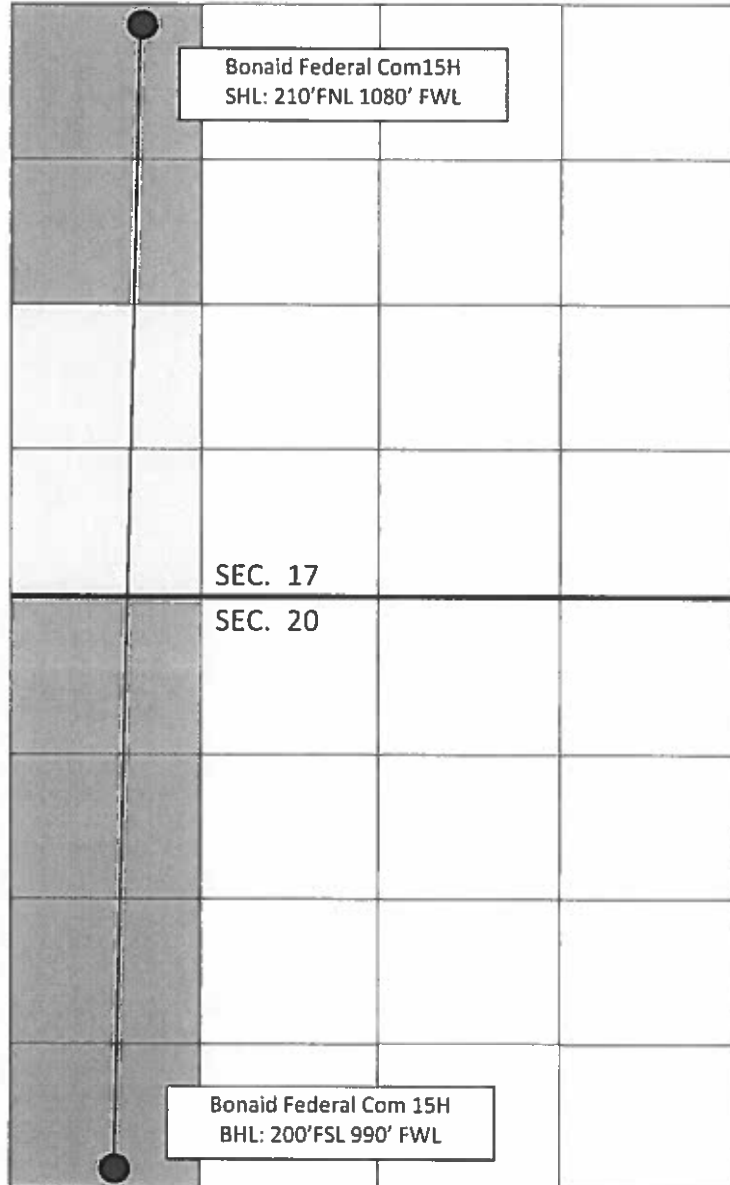


EXHIBIT "B"

Attached to and made part of that Designation of Unit
made by COG OPERATING LLC, et al, designating the
Bonaid Federal Com #15H Unit

**OIL AND GAS LEASES AND/OR OIL AND GAS INTERESTS
SUBJECT TO THIS DESIGNATION OF UNIT**

TRACT 1

Lease Effective Date: January 17, 2011
Lease Term: 5 Years
Recordation: Book 1717, Page 170, Lea County Records
Lessor: Neal Parks King, et ux
Original Lessee: Sam Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owner Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

Lease Effective Date: January 17, 2011
Lease Term: 5 Years
Recordation: Book 1718, Page 238, Lea County Records
Lessor: Rebecca Hunter
Original Lessee: Sam Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owners Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

Lease Effective Date: January 17, 2011
Lease Term: 5 Years
Recordation: Book 1718, Page 241, Lea County Records
Lessor: David F. K. Puckett
Original Lessee: Sam Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owners Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

Lease Effective Date: January 17, 2011
Lease Term: 5 Years
Recordation: Book 1718, Page 246, Lea County Records
Lessor: Mary Jack Johnson
Original Lessee: Sam Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owners Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

Lease Effective Date: March 18, 2011
Lease Term: 5 Years
Recordation: Book 1723, Page 596, Lea County Records
Lessor: The Mildred A. Broman Living Trust
Original Lessee: Sam Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owners Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

Lease Effective Date: February 25, 2011
Lease Term: 5 Years
Recordation: Book 1720, Page 474, Lea County Records
Lessor: Katherine Madera
Original Lessee: Sam Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owners Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

Lease Effective Date: February 1, 2018
Lease Term: 3 Years
Recordation: Book 2129, Page 824, Lea County Records
Lessor: Michael Fred Madera
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/4
WI Owners Names & Interests: COG Operating LLC 100%
ORRI Owners: Of Record

Lease Effective Date: May 30, 2017
Lease Term: 4 Years
Recordation: Book 2112, Page 122, Lea County Records
Lessor: Mildred Madera McCall
Original Lessee: Legion Petroleum, LLC
Current Lessee: Tap Rock Resources, LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 3/16
WI Owners Names & Interests: Tap Rock Resources, LLC 100%
ORRI Owners: Of Record

Lease Effective Date: March 19, 2018
 Lease Term: 3 Years
 Recordation: Unrecorded at this time
 Lessor: 5588 Oil, LLC
 Original Lessee: Crown Oil Partners VI, LLC, Crump Energy Partners III, LLC
 Current Lessee: Crown Oil Partners VI, LLC, Crump Energy Partners III, LLC
 Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
 Sec. 17: W/2SW/4
 Lea County, New Mexico
 Number of Acres: 80
 Royalty Rate: 1/4
 WI Owners Names & Interests: Crown Oil Partners VI, LLC, Crump Energy Partners III, LLC 100%
 ORRI Owners: Of Record

Lease Effective Date: March 29, 2018
 Lease Term: 3 Years
 Recordation: Unrecorded at this time
 Lessor: Oak Valley Mineral and Land, LP, et al
 Original Lessee: Crown Oil Partners VI, LLC, Crump Energy Partners III, LLC
 Current Lessee: Crown Oil Partners VI, LLC, Crump Energy Partners III, LLC
 Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
 Sec. 17: W/2SW/4
 Lea County, New Mexico
 Number of Acres: 80
 Royalty Rate: 1/4
 WI Owners Names & Interests: Crown Oil Partners VI, LLC, Crump Energy Partners III, LLC 100%
 ORRI Owners: Of Record

Lease Effective Date: February 22, 2018
 Lease Term: 3 Years
 Recordation: Book 2131, Page 345, Lea County Records
 Lessor: Lela Ellen Madera
 Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
 Sec. 17: W/2SW/4
 Lea County, New Mexico
 Number of Acres: 80
 Royalty Rate: 1/4
 WI Owners Names & Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

Lease Effective Date: May 28, 2018
Lease Terms: 3 Years
Recordation: Book 2135, Page 715, (as amended in Bk 2135, Pg 604)
Lea County Records
Lessor: Katherine Ross Madera Sharbutt
Original Lessee: Ozark Royalty Co
Current Lessee: Topwater Resources, LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owners Names & Interests: Topwater Resources, LLC 100%
ORRI Owners: Of Record

Lease Effective Date: February 25, 2011
Lease Term: 5 Years
Recordation: Book 1892, Page 99, Lea County Records
Lessor: Pamela Madera
Original Lessee: Sam L. Shackelford
Current Lessee: COG Production LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/5
WI Owners Names & Interests: COG Production LLC 100%
ORRI Owners: Of Record

TRACT 2

Lease Effective Date: October 1, 2015
Lease Terms: 10 Years
Recordation: Not Recorded
Lessor: USA NM-134886
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
Sec. 17: W/2NW/4
Sec. 20: W/2W/2
Lea County, New Mexico
Number of Acres: 240
Royalty Rate: 12-1/2
WI Owners Names & Interests: COG Operating LLC 100%
ORRI Owners: Of Record

Lease Effective Date: May 30, 2017
 Lease Terms: 4 Years
 Recordation: Book 2121, Page 660, Lea County Records
 Lessor: Rubert "Bert" Madera and Montie Carol Madera, as
 Managing Members of the Pitchfork Cattle Company, LLC
 Original Lessee: Legion Petroleum, LLC
 Current Lessee: Tap Rock Resources, LLC
 Description of Land Committed: **Insofar and only insofar as said lease covers:**
Township 24 South, Range 35 East
 Sec. 17: W/2SW/4
 Lea County, New Mexico
 Royalty Rate: 3/16
 WI Owners Names & Interests: Tap Rock Resources, LLC 100%
 ORRI Owners: Of Record

RECAPITULATION

Tract Number	Number of Acres Committed	Percentage of Interest in Communitized Area
No. 1	80.00	25.0000%
No. 2	240.00	75.0000%
	320.00	100.0000%