



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

May 14, 2021

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

Re: Application for Administrative Approval  
Off-lease Measurement – Oil Only

Dear Mr. McClure,

COG Production LLC respectfully requests approval for off-lease measurement – Oil only for the following wells:

Momba Federal Com 701H  
API# 30-015-47482  
Purple Sage; Wolfcamp (Gas)  
Ut. O, Sec. 13-T26S-R28E  
Eddy County, NM

Momba Federal Com 702H  
API# 30-015-47483  
Purple Sage; Wolfcamp (Gas)  
Ut. O, Sec. 13-T26S-R28E  
Eddy County, NM

Momba Federal Com 703H  
API# 30-015-47484  
Purple Sage; Wolfcamp (Gas)  
Ut. O, Sec. 13-T26S-R28E  
Eddy County, NM

**Oil Production:**

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

Notifications have been sent to all working interest owners

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

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

Sincerely,

Jeanette Barron  
Regulatory Technician II

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

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



**ADMINISTRATIVE APPLICATION CHECKLIST**

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

<b>Applicant:</b> COG Production, LLC	<b>OGRID Number:</b> 217955
<b>Well Name:</b> Momba Federal Com 701H and two more wells	<b>API:</b> 3-015-47482
<b>Pool:</b> Purple Sage; Wolfcamp (Gas)	<b>Pool Code:</b> 98220

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

- 1) **TYPE OF APPLICATION:** Check those which apply for [A]
- A. Location - Spacing Unit - Simultaneous Dedication  
 NSL       NSP (PROJECT AREA)       NSP (PRORATION UNIT)       SD
- B. Check one only for [ I ] or [ II ]
- [ I ] Commingling - Storage - Measurement  
 DHC     CTB     PLC     PC     OLS     OLM
- [ II ] Injection - Disposal - Pressure Increase - Enhanced Oil Recovery  
 WFX     PMX     SWD     IPI     EOR     PPR

- 2) **NOTIFICATION REQUIRED TO:** Check those which apply.
- A.  Offset operators or lease holders  
 B.  Royalty, overriding royalty owners, revenue owners  
 C.  Application requires published notice  
 D.  Notification and/or concurrent approval by SLO  
 E.  Notification and/or concurrent approval by BLM  
 F.  Surface owner  
 G.  For all of the above, proof of notification or publication is attached, and/or,  
 H.  No notice required

FOR OCD ONLY
<input type="checkbox"/> Notice Complete
<input type="checkbox"/> Application Content Complete

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

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

Jeanette Barron \_\_\_\_\_

Print or Type Name

*Jeanette Barron*  
\_\_\_\_\_  
Signature

5/14/21  
\_\_\_\_\_  
Date

575-746-6974  
\_\_\_\_\_  
Phone Number

jeanette.barron@conocophillips.com  
\_\_\_\_\_  
e-mail Address

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

State of New Mexico  
Energy, Minerals and Natural Resources Department

Form C-107-B  
Revised August 1, 2011

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

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

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

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

Pool Commingling  Lease Commingling  Pool and Lease Commingling  Off-Lease Storage and Measurement (Only if not Surface Commingled)  
LEASE TYPE:  Fee  State  Federal

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

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

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

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

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

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

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

(1) Complete Sections A and E.

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

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

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

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

I hereby certify that the information above is true and complete to the best of my knowledge and belief.  
SIGNATURE: Jeanette Barron TITLE: Regulatory Technician II DATE: 5/14/21  
TYPE OR PRINT NAME Jeanette Barron TELEPHONE NO.: 575.748.6974  
E-MAIL ADDRESS: jeanette.barron@conocophillips.com

**DISTRICT I**  
1625 N. FRENCH DR., BOBBS, NM 86240  
Phone: (575) 393-8161 Fax: (575) 393-0780

**DISTRICT II**  
511 S. FIRST ST., ARTESIA, NM 86210  
Phone: (575) 748-1283 Fax: (575) 748-9780

**DISTRICT III**  
1000 RIO BRAZOS RD., AZTEC, NM 87410  
Phone: (505) 334-8178 Fax: (505) 334-8170

**DISTRICT IV**  
1220 S. ST. FRANCIS DR., SANTA FE, NM 87505  
Phone: (505) 476-3660 Fax: (505) 476-3482

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

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

AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number 30-015-47482	Pool Code 98220	Pool Name Purple Sage; Wolfcamp (Gas)
Property Code 329737	Property Name MOMBA FEDERAL COM	Well Number 701H
OGRID No. 217955	Operator Name COG PRODUCTION, LLC	Elevation 2908.6'

**Surface Location**

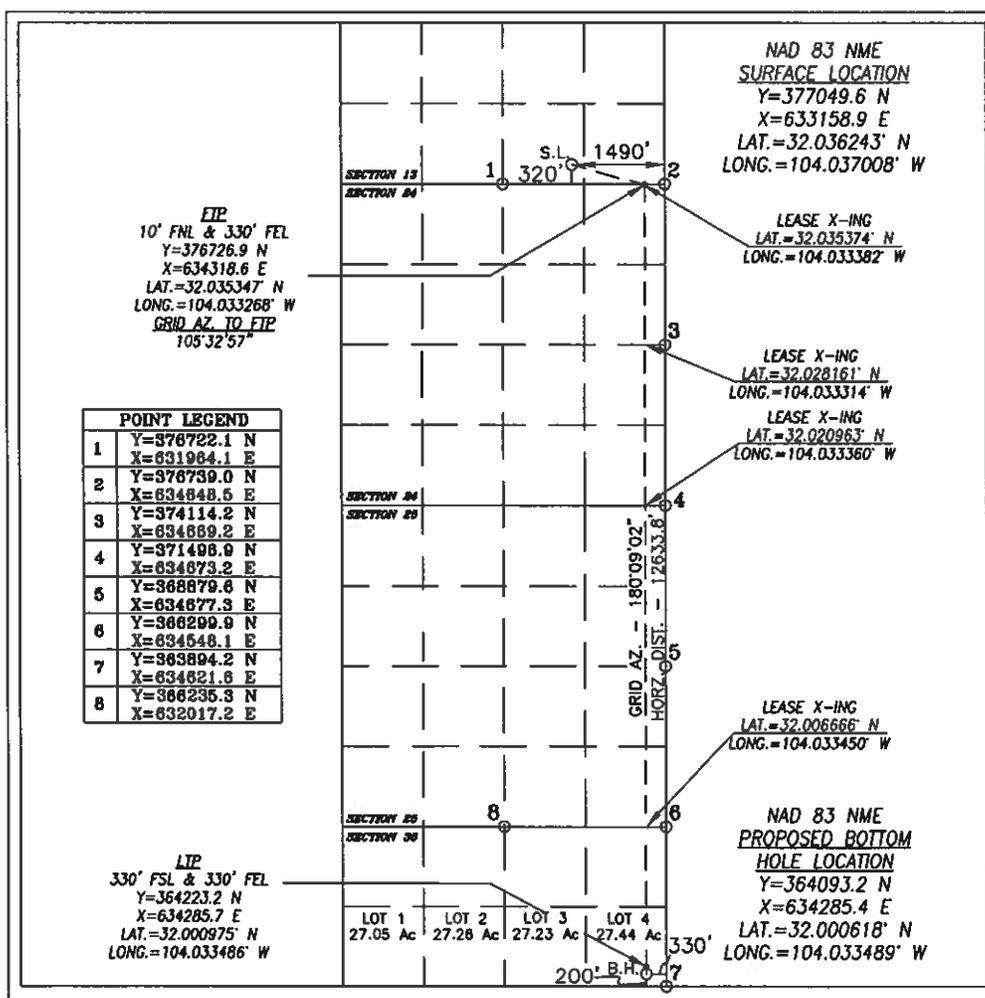
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	13	26-S	28-E		320	SOUTH	1490	EAST	EDDY

**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
4	36	26-S	28-E		200	SOUTH	330	EAST	EDDY

Dedicated Acres 767.94	Joint or Infill	Consolidation Code	Order No.
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**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 unless mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

*Jeanette Barron* 5/14/21  
Signature Date

Jeanette Barron  
Printed Name

jeanette.barron@conocophillips.com  
E-mail Address

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

APRIL 10, 2020  
Date of Survey

Signature & Seal of Professional Surveyor

*Chad Hargrow* 5/13/21  
Certificate No. CHAD HARGROW 17777  
W.O. # 21-475 DRAWN BY: WN

**CHAD L. HARGROW**  
NEW MEXICO  
LICENSED PROFESSIONAL SURVEYOR  
17777

**DISTRICT I**  
 1625 N. FRENCH DR., HOBBS, NM 88240  
 Phone: (878) 393-8181 Fax: (878) 393-0780

**DISTRICT II**  
 811 S. FIRST ST., ARTESIA, NM 88210  
 Phone: (575) 748-1883 Fax: (575) 748-9780

**DISTRICT III**  
 1000 RIO BRAZOS RD., AZTEC, NM 87410  
 Phone: (505) 334-6176 Fax: (505) 334-6170

**DISTRICT IV**  
 1220 E. ST. FRANCIS DR., SANTA FE, NM 87505  
 Phone: (505) 476-3480 Fax: (505) 476-3482

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

Form C-102  
 Revised August 1, 2011  
 Submit one copy to appropriate  
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AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number 30-015-47483	Pool Code 98220	Pool Name Purple Sage; Wolfcamp (Gas)
Property Code 329737	Property Name MOMBA FEDERAL COM	Well Number 702H
OGRID No. 217955	Operator Name COG PRODUCTION, LLC	Elevation 2909.0'

Surface Location

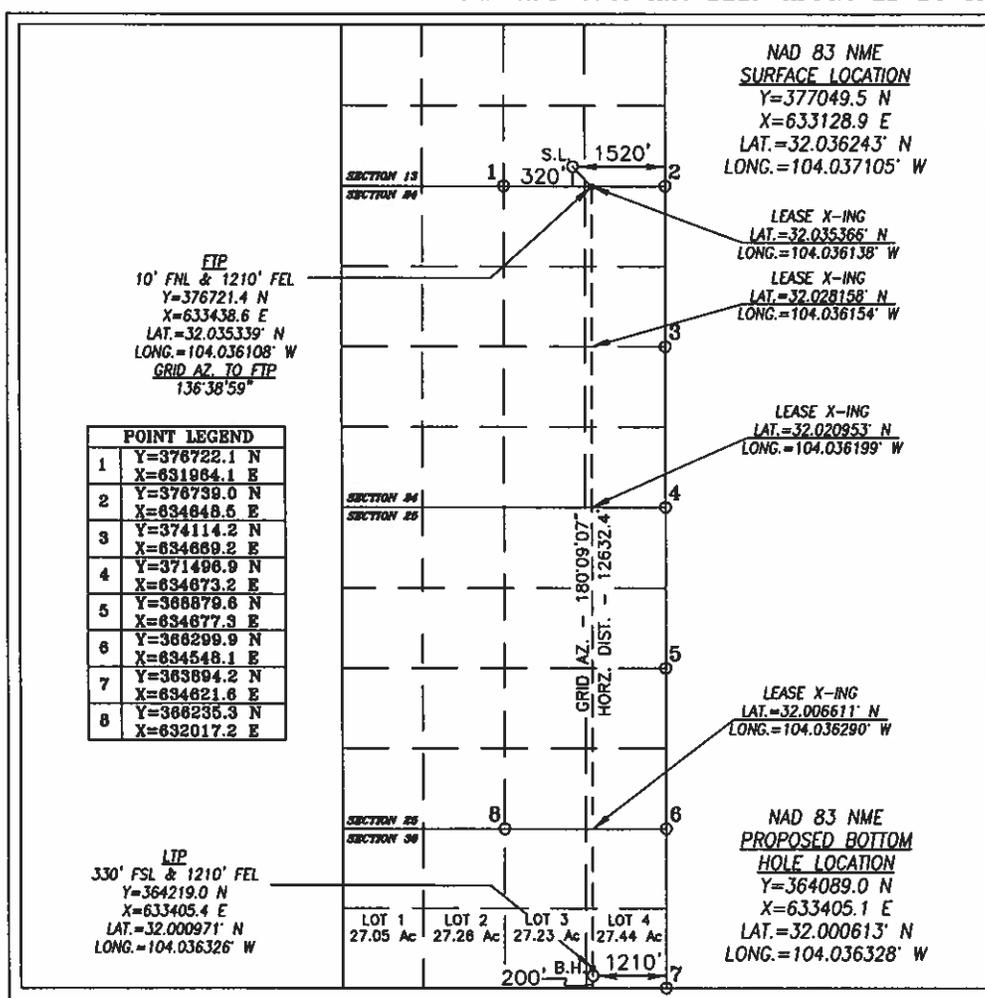
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	13	26-S	28-E		320	SOUTH	1520	EAST	EDDY

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
4	36	26-S	28-E		200	SOUTH	1210	EAST	EDDY

Dedicated Acres 767.94	Joint or Infill	Consolidation Code	Order No.
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*Jeanette Barron* 5/14/21  
 Signature Date

Jeanette Barron  
 Printed Name

jeanette.barron@conocophillips.com  
 E-mail Address

**SURVEYOR CERTIFICATION**

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

APRIL 10, 2020  
 Date of Survey

Signature & Seal of Professional Surveyor

**CHAD L. HARCROW**  
 NEW MEXICO  
 LICENSED PROFESSIONAL SURVEYOR  
 17777

*Chad Harcrow* 5/13/21  
 Certificate No. CHAD HARCROW 17777  
 W.O. # 21-475 DRAWN BY: WN

DISTRICT I  
1825 N. FRENCH DR., HOHRS, NM 88240  
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OGRID No. 217955	Operator Name COG PRODUCTION, LLC	Elevation 2908.0'

Surface Location

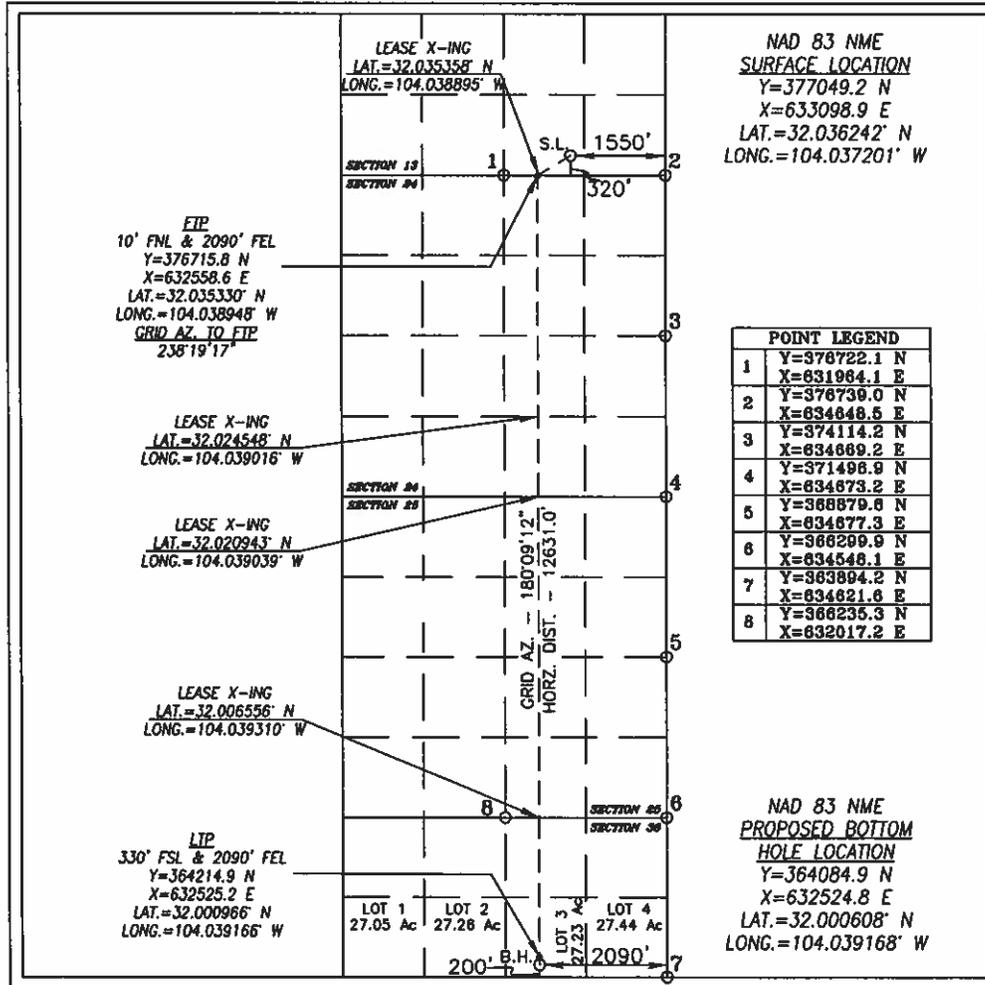
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	13	26-S	28-E		320	SOUTH	1550	EAST	EDDY

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
3	36	26-S	28-E		200	SOUTH	2090	EAST	EDDY

Dedicated Acres 767.94	Joint or Infill	Consolidation Code	Order No.
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*Jeanette Barron* 5/14/21  
Signature Date

Jeanette Barron  
Printed Name

jeanette.barron@conocophillips.com  
E-mail Address

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

APRIL 10, 2020  
Date of Survey

Signature & Seal of Professional Surveyor

*Chad Harcrow* 5/13/21  
Certificate No. CHAD HARCROW 17777  
W.O. # 21-475 DRAWN BY: WN



DW - 08/22/18  
DW - 12/18/19  
DW - 04/01/20

### Momba Federal Wells



- Proposed WCC SHL
- Proposed WCC BHL
- Purple Sage; Wolfcamp CA

Sec 13, 24, 36-T26S-R28E  
Eddy County, NM



**LEGEND**

- WELL
- WELLPAD
- GASLINE
- FLOWLINE

**MOMBA FEDERAL COM GASLINE & FLOWLINE**

SECTION: 13	TOWNSHIP: 26 S.	RANGE: 28 E.
STATE: NEW MEXICO	COUNTY: EDDY	SURVEY: N.M.P.M
W.O. # 19-573	LEASE: MOMBA	

0 0.03250.065 0.13 Miles 1,000 FEET 1 IN = 500 FT

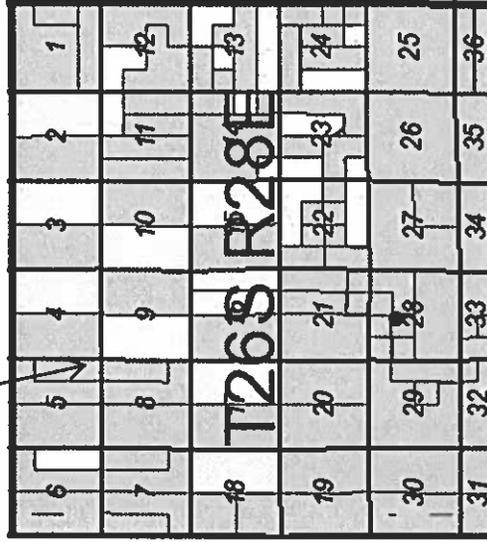
PIPELINE OVERVIEW    IMAGERY    4/15/2020    W.N.

**CONCHO**  
COG OPERATING, LLC

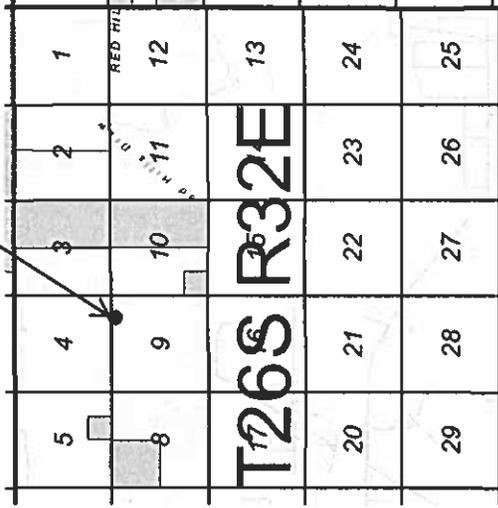
**HSI** HARCROW SURVEYING, LLC.  
2316 W. MAIN ST, ARTESIA, NM 88210  
PH: (575) 746-2158  
c.harcrow@harcrowsurveying.com

# Momba Federal Com 701H-703H & Red Hills and Jal Offload Station Map

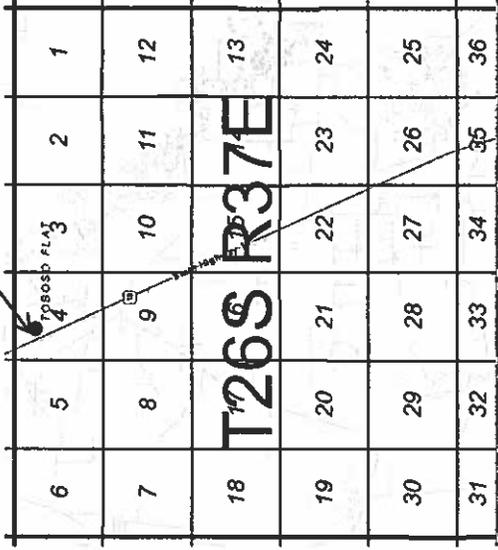
Momba Fed Com 701H-703H  
Eddy County, NM



Red Hills Offload Station  
Lea County, NM



Jal Offload Station  
Lea County, NM



Momba Fed Com 701H-703H OLM									
Date Sent	Initials	Name	Address	City	State	ZipCode	Certified Return Receipt No.	Delivered	
	JB	OXY USA, Inc.	5 Greenway Plaza, Suite 110	Houston	TX	77046	7017 3040 0000 1205 1678		
	JB	OXY Y-1 Company	5 Greenway Plaza, Suite 110	Houston	TX	77046	7017 3040 0000 1205 1722		
	JB	Chevron USA Inc.	6301 Deauville Blv	Midland	TX	79706	7017 3040 0000 1205 1685		
	JB	Sharbro Energy LLC	PO Box 840	Artesia	NM	88211	7017 3040 0000 1205 1692		
	JB	MRC Permian	5400 LBJ Freeway, One Lincol Centre, Suite 1500	Dallas	TX	75240	7017 3040 0000 1205 1708		
	JB	BLM	620 E. Green Street	Carlsbad	NM	88220	7017 3040 0000 1205 1715		

**Federal Communitization Agreement**

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

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

**WITNESSETH:**

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

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

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

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

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

**Township 26 South, Range 28 East, N.M.P.M.**  
**E/2 of Section 24, E/2 of Section 25, and**  
**N/2 NE/4 & Lots 3-4 (E/2) of Section 36**  
**Eddy County, New Mexico**

Containing 767.94 acres, and this agreement shall include only the Wolfcamp Formation Name(s) underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

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

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

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

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same 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 **December 1, 2020**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur

in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

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

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

**Statement of Written Consent by All Named Owners:**

*I, the undersigned, hereby certify, on behalf of COG Operating LLC, the Operator of the proposed Communitization Agreement, that all working interest owners (i.e., the lessees of record and operating rights owners) shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the working interest owners of the Federal or Indian leases subject to the Communitization Agreement, and that the written consents of all the named owners have been obtained and will be made available to the BLM immediately upon request.*

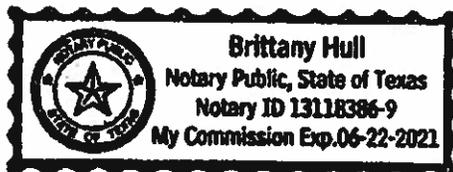
OPERATOR

COG OPERATING LLC

By: *Mark A. Carter*  
Mark A. Carter  
Attorney-in-Fact AR

STATE OF TEXAS            )  
COUNTY OF MIDLAND    )

This instrument was acknowledged before me on December 17, 2020, by Mark A. Carter, Attorney-in-Fact of COG Operating LLC, a Delaware limited liability company, on behalf of same.



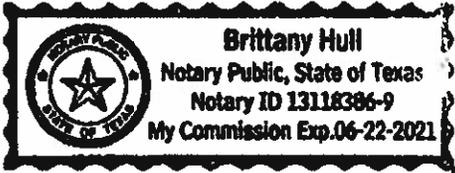
*Brittany Hull*  
Notary Public in and for the State of Texas

CONCHO OIL & GAS LLC

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

STATE OF TEXAS )  
COUNTY OF MIDLAND )

This instrument was acknowledged before me on December 17, 2020, by Mark A. Carter, Attorney-in-Fact of Concho Oil & Gas LLC, a Texas limited liability company, on behalf of same.



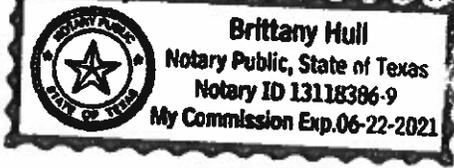
Brittany Hull  
Notary Public in and for the State of Texas

COG PRODUCTION LLC

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

STATE OF TEXAS )  
COUNTY OF MIDLAND )

This instrument was acknowledged before me on December 17, 2020, by Mark A. Carter, Attorney-in-Fact of COG Production LLC, a Texas limited liability company, on behalf of same.



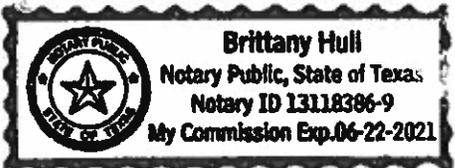
Brittany Hull  
Notary Public in and for the State of Texas

COG ACREAGE LP

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

STATE OF TEXAS )  
COUNTY OF MIDLAND )

This instrument was acknowledged before me on December 17, 2020, by Mark A. Carter, Attorney-in-Fact of COG Acreage, a Texas limited partnership, on behalf of same.



Brittany Hull  
Notary Public in and for the State of Texas

LESSEE OF RECORD (TRACT 4)

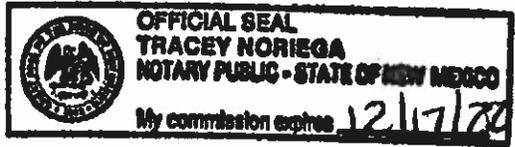
FEATHERSTONE DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Name: Glen Featherstone III  
Title: President

STATE OF New Mexico )  
COUNTY OF Chaves )

This instrument was acknowledged before me on May 29, 2020, by Glen Featherstone III, President of Featherstone Development Corporation, a Colorado Corporation on behalf of same.

Tracey Noriega  
Notary Public in and for the State of Texas



WORKING INTEREST OWNER

SHARBRO ENERGY LLC

By: [Signature]  
Name: Roberto Roybal  
Title: Attorney-in-Fact

STATE OF New Mexico )  
 )  
COUNTY OF Eddy )

This instrument was acknowledged before me on April 17, 2020, by Roberto Roybal, Attorney-in-Fact of SHARBRO ENERGY LLC, a on behalf of same.

[Signature]  
Notary Public in and for the State of Texas

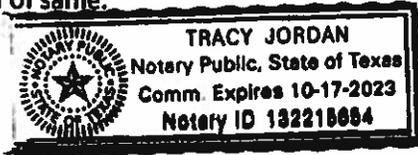


EOG RESOURCES, INC.\*

By: [Signature]  
Name: Matthew W. Smith *MM*  
Title: Attorney-in-Fact

STATE OF TEXAS )  
COUNTY OF MIDLAND )

This instrument was acknowledged before me on December 1st, 2020, by Matthew W. Smith of EOG RESOURCES, INC., a Delaware Corporation on behalf of same.



[Signature]  
Notary Public in and for the State of Texas

\*EOG Resources, Inc., is signing as an Operating Rights owner for NM-012559, but is not an owner in the spacing unit created by this Communitization Agreement.

**MEWBOURNE OIL COMPANY**

By: Kenneth S. Waits  
Kenneth S. Waits, President *co*

**MEWBOURNE ENERGY PARTNERS 12-A, L.P.**

**By: Mewbourne Development Corporation, Managing General Partner**

By: Kenneth S. Waits  
Kenneth S. Waits, Chief Executive Officer *co*

**MEWBOURNE DEVELOPMENT CORPORATION**

By: Kenneth S. Waits  
Kenneth S. Waits, Chief Executive Officer *co*

**CWM 2000-B, LTD**

**CWM 2000-B II, LTD**

**By: CWM 2000-B Company, LLC, General Partner**

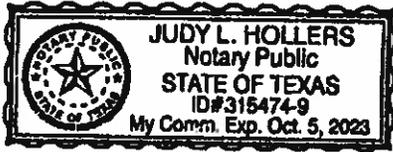
By: Curtis W. Mewbourne  
Curtis W. Mewbourne, Manager *co*

**3MG CORPORATION**

By: Roe Buckley  
Roe Buckley, Vice President *co*

STATE OF TEXAS §  
§  
COUNTY OF SMITH §

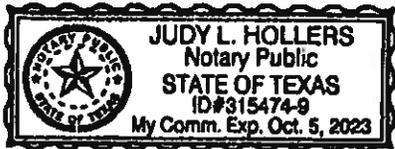
This instrument was acknowledged before me on this 23<sup>rd</sup> day of November, 2020, by Kenneth S. Waits, as President of **MEWBOURNE OIL COMPANY**, a Delaware corporation, on behalf of said corporation.



Judy L. Hollers  
Notary Public in and for the State of Texas

STATE OF TEXAS §  
§  
COUNTY OF SMITH §

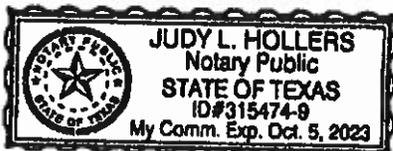
This instrument was acknowledged before me on this 23<sup>rd</sup> day of November, 2020, by Mewbourne Development Corporation, Managing General Partner of **MEWBOURNE ENERGY PARTNERS 12-A, L.P.**, by Kenneth S. Waits, as Chief Executive Officer.



Judy L. Hollers  
Notary Public in and for the State of Texas

STATE OF TEXAS §  
§  
COUNTY OF SMITH §

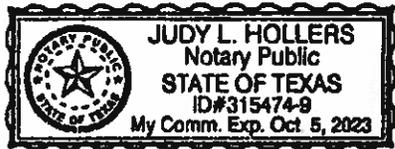
This instrument was acknowledged before me on this 23<sup>rd</sup> day of November, 2020, by Kenneth S. Waits, as Chief Executive Officer of **MEWBOURNE DEVELOPMENT CORPORATION**.



Judy L. Hollers  
Notary Public in and for the State of Texas

STATE OF TEXAS §  
§  
COUNTY OF SMITH §

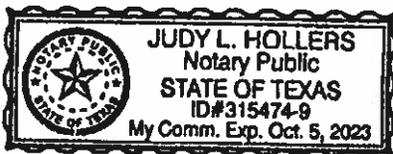
This instrument was acknowledged before me on this 23<sup>rd</sup> day of November, 2020, by CWM 2000-B Company, LLC, General Partner of CWM 2000-B, LTD and CWM 2000-B II, LTD, by Curtis W. Mewbourne, as Manager.



Judy L. Hollers  
Notary Public in and for the State of Texas

STATE OF TEXAS §  
§  
COUNTY OF SMITH §

This instrument was acknowledged before me on this 23<sup>rd</sup> day of November, 2020, by Roe Buckley, as Vice President of 3MG CORPORATION.



Judy L. Hollers  
Notary Public in and for the State of Texas

**LIST OF PARTIES TO FEDERAL COMMUNITIZATION AGREEMENT:**

**WORKING INTEREST OWNERS:**

COG Operating LLC	(signatures provided)
Concho Oil & Gas LLC	(signatures provided)
COG Production LLC	(signatures provided)
COG Acreage LP	(signatures provided)
Chevron U.S.A.	(subject to Compulsory Pooling No. R-21442, attached)
OXY Y1 Company	(subject to Compulsory Pooling No. R-21442, attached)
Sharbro Energy LLC	(copy of signature provided, also subject to Compulsory Pooling No. R-21442, attached)
MRC Permian Company	(subject to Compulsory Pooling No. R-21442, attached)

**TRACT 1 – NM-012559**

SRP Lessee of Record:  
**OXY USA Inc.** (signature not provided, request for internal pooling by BLM)

SRP Operating Rights Owners:  
 COG Production LLC (signatures provided)  
 COG Acreage LP (signatures provided)  
**OXY USA Inc.** (self-certified, Transfer of Operating Rights has been filed, attached hereto, otherwise, request for internal pooling by BLM)

EOG Resources Inc. (signatures provided)

ORRI Owners: Chisos Minerals LLC, OXY USA Inc.

**TRACT 2 – NM-117119**

SRP Lessees of Record:  
**Chevron U.S.A.** (signature not provided, request for internal pooling by BLM)

SRP Operating Rights Owners:  
 3MG Corp. (signatures provided)  
 CWM 2000-B II Ltd (signatures provided)  
 CWM 2000-B Ltd (signatures provided)  
 Mewbourne Development Corp. (signatures provided)  
 Mewbourne Energy Partners 12-A-LP (signatures provided)  
 Mewbourne Oil Co (signatures provided)  
**Chevron U.S.A.** (signature not provided, request for internal pooling by BLM)

ORRI Owners: N/A

**TRACT 3 – MULTIPLE FEE LEASES**

Lessees of Record:  
 COG Operating LLC (signatures provided)  
 Concho Oil & Gas LLC (signatures provided)  
 COG Production LLC (signatures provided)  
 COG Acreage LP (signatures provided)  
 OXY USA Inc. (self-certified, subject to Compulsory Pooling No. R-21442)

ORRI Owners: RFort Mineral Properties LLC, Tommy L. Fort, Margl Fort Burns, Robert Mitchell Raindl, Debra Kay Primera, Ricky D. Raindl, Rolla R. Hinkle, III, Penasco Petroleum LLC, Mitchell E. Cheney, Lynn S. Charuk

**TRACT 4 – STATE LEASE VB-0679**

SLO Lessee of Record:

Featherstone Development Corp. (signature provided)

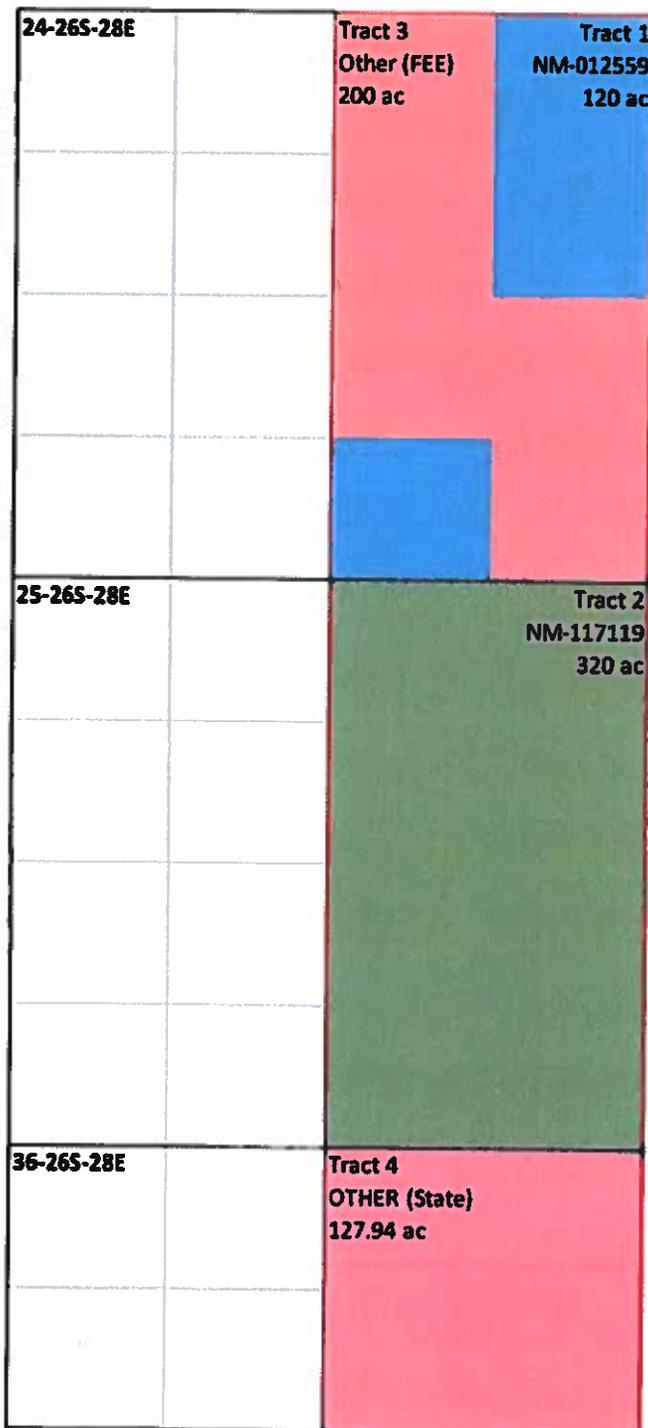
ORRI Owners:

Featherstone Development Corp., Camarie Oil & Gas LLC

**EXHIBIT "A"**

**Plat of communitized area covering the E/2 of Sections 24 and 25, and N/2 NW/4 and Lots 3, 4 (E/2),  
T26S-R28E, N.M.P.M, Eddy County, New Mexico**

**Momba Fed Com 701H, 702H, 703H**



**EXHIBIT "B"**

Leases covering communitized area covering the E/2 of Sections 24 and 25, and N/2 NW/4 and Lots 3, 4 (E/2), T26S-R28E, N.M.P.M, Eddy County, New Mexico

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

**TRACT 1 (FEDERAL) NM-012559 120.00 ACRES**

**Date:** November 1, 1970  
**Lessor:** USA NM-012559  
**Current Lessee:** OXY USA Inc.  
**Recorded:** Not recorded.  
**Description:** Insofar and only insofar as to Township 26 South, Range 28 East, N.M.P.M.  
Section 24: E2NE and SWSE  
Eddy County, New Mexico  
**Royalty:** 12.5%

**TRACT 2 (FEDERAL) NM-117119 320.00 ACRES**

**Date:** November 16, 2006  
**Lessor:** USA NM-117119  
**Current Lessee:** Chevron U.S.A. Inc.  
**Recorded:** Not recorded.  
**Description:** Insofar and only insofar as to Township 26 South, Range 28 East, N.M.P.M.  
Section 25: E/2  
Eddy County, New Mexico  
**No. of Acres:** 120 ac  
**Royalty:** 12.5%

**TRACT 3 (FEE) 200.00 ACRES**

\*Authority to pool created via lease / pooling agreement / compulsory pooling order

**Date:** January 1, 2017  
**Lessor:** J.M. Fowlkes, Jr., Maco Stewart Fowlkes, John M. Fowlkes, Preston L. Fowlkes, Lauren Fowlkes, Nancy Fowlkes Donley, and Kathleen K. Moller  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1091 / 506  
**Description:** Insofar and only insofar as to Township 26 South, Range 28 East, N.M.P.M.  
Section 24: NWNE, SWNE, NWSE  
Eddy County, New Mexico  
Below 8,308'  
Insofar and only insofar as to Township 26 South, Range 28 East, N.M.P.M.  
Section 24: SESE, NESE  
Eddy County, New Mexico  
Below 7,142'  
**Royalty:** 25%

**Date:** January 1, 2017  
**Lessor:** Edwin H. Fowlkes, III, a/k/a Trey Fowlkes, and Janet Renee Fowlkes Murrey  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1091 / 507  
**Description:** Insofar and only insofar as to Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NWNE, SWNE, NWSE  
 Eddy County, New Mexico  
 Below 8,308'  
 Insofar and only insofar as to Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: SESE, NESE  
 Eddy County, New Mexico  
 Below 7,142'  
**Royalty:** 25%

**Date:** January 25, 2017  
**Lessor:** Patrick K. Fowlkes  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1091 / 723  
**Description:** Insofar and only insofar as to Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: SESE, NESE  
 Eddy County, New Mexico  
 Below 7,142'  
 Insofar and only insofar as to Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NWNE, SWNE, NWSE  
 Eddy County, New Mexico  
 Below 8,308'  
**Royalty:** 25%

**Date:** August 1, 2016  
**Lessor:** Frank Blow Fowlkes  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1088 / 135  
**Description:** Insofar and only insofar as to Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: SESE, NESE  
 Below 7,142'  
 Eddy County, New Mexico  
 Insofar and only insofar as to Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NWNE, SWNE, NWSE  
 Eddy County, New Mexico  
 Below 8,308'  
**Royalty:** 20%

**Date:** August 1, 2011  
**Lessor:** Christine Spidel Fowlkes and Christopher Clegg Fowlkes  
**Current Lessee:** COG Production LLC  
**Recorded:** 866 / 1007  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NWNE, SESE, SWNE, NWSE, NESE  
 Eddy County, New Mexico  
**Royalty:** 25%

**Date:** January 12, 2009  
**Lessor:** Delaware Ranch  
**Current Lessee:** COG Operating LLC & Concho Oil & Gas LLC  
**Recorded:** 764 / 1217  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NWNE, SESE, SWNE, NWSE, NESE  
 Eddy County, New Mexico  
**Royalty:** 20%

**Date:** June 20, 2018  
**Lessor:** Mark A. Parchman et ux, Cathie A. Parchman  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1112 / 347  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NESE  
 Eddy County, New Mexico  
 Below 7,140'  
 Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NWSE, SWNE  
 Eddy County, New Mexico  
 Below 8,305'  
**Royalty:** 25%

**Date:** June 20, 2018  
**Lessor:** Daniel Vlosich, Trustee of the Vlosich Trust  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1112 / 348  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NESE  
 Eddy County, New Mexico  
 Below 7,140'  
 Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.

**Royalty:** Section 24: NWSE, SWNE  
 Eddy County, New Mexico  
 Below 8,305'  
 25%

**Date:** June 20, 2018  
**Lessor:** Penny R. Harrison and G. Ralph Harrison  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1113 / 294  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NESE  
 Eddy County, New Mexico  
 Below 7,140'  
 Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NWSE, SWNE  
 Eddy County, New Mexico  
 Below 8,305'  
**Royalty:** 25%

**Date:** June 20, 2018  
**Lessor:** Linda G. Tenberg and Willis R. Tenberg  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1112 / 345  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NESE  
 Eddy County, New Mexico  
 Below 7,140'  
 Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NWSE, SWNE  
 Eddy County, New Mexico  
 Below 8,305'  
**Royalty:** 25%

**Date:** June 20, 2018  
**Lessor:** Sonia M. Scott  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1112 / 344  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NESE  
 Eddy County, New Mexico  
 Below 7,140'  
 Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.

Section 24: NWSE, SWNE  
 Eddy County, New Mexico  
 Below 8,305'  
 Royalty: 25%

Date: June 20, 2018  
 Lessor: Russell Carver Parchman and Barbara Bratton Parchman,  
 Trustees of the Russell Carver Parchman and Barbara Bratton  
 Parchman Trust  
 Current Lessee: COG Operating LLC  
 Recorded: 1112 / 346  
 Description: Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NESE  
 Eddy County, New Mexico  
 Below 7,140'  
 Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NWSE, SWNE  
 Eddy County, New Mexico  
 Below 8,305'  
 Royalty: 25%

Date: May 9, 2018  
 Lessor: Pardue Limited Company  
 Current Lessee: MRC Permian Company  
 Recorded: 1108 / 518  
 Description: Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: SWNE, NWSE, NESE  
 Eddy County, New Mexico  
 Below 100' below the stratigraphic equivalent of the deepest  
 producing depth under the Momba 24 Fed Com 3H well  
 No. of Acres: 80 ac  
 Royalty: 25%

**TRACT 4 (STATE)**  
**17.94 ACRES**

1. Date: July 1, 2005  
 Lessor: State of New Mexico VB-0679  
 Current Lessee: Featherstone Development Corporation  
 Recorded: Not recorded.  
 Description: Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 36: N2NE, Lots 3-4 (E2)  
 Eddy County, New Mexico  
 Royalty: 3/16

**RECAPULATION**

<b>TRACT NO.</b>	<b>NO. OF ACRES COMMITTED</b>	<b>PERCENT OF INTEREST IN COMMUNITIZED AREA</b>
1	120.00	15.63%
2	320.00	41.67%
3	200.00	26.04%
4	127.94	16.66%
<b>TOTAL</b>	<b>767.94</b>	<b>100.00%</b>

NM State Land Office  
Oil, Gas, & Minerals Division

STATE/FEDERAL OR  
STATE/FEDERAL/FEE  
Revised Feb. 2013

ONLINE Version  
COMMUNITIZATION AGREEMENT

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

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof 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 portions 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 Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such 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 land 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 the 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:

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

Subdivisions E2 of Secs 24, 25, and N2NW4 & Lots 3-4 (E2) of Sec 36,  
Sect \_\_\_\_\_, T 26S, R 28E, NMPM Eddy County NM  
containing 767.94 acres, more or less, and this agreement shall include only the  
Wolfcamp Formation  
underlying said lands and the oil and gas (hereinafter  
referred to as "communitized substances") producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes, is 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. All matters of operation 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 three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, 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 and the State of New Mexico, 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 therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
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 is such failure results from, compliance with any such laws, orders, rules or regulations.
  
- 10. The date of this agreement is December 1 2020 Month 1 Day, 2020 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-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; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, 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 the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
  
- 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 interest 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 lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
- 13. The 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 of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. 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 written and have set opposite their respective names the date of execution.

Operator SEE ATTACH Lessees of Record SEE ATTACHED

By \_\_\_\_\_  
Print name of person

\_\_\_\_\_  
Type of authority

Attach additional page(s) if needed.

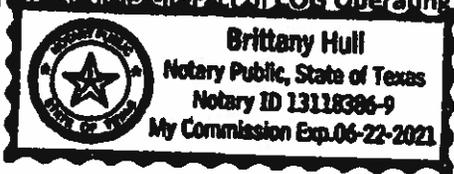
[Acknowledgments are on following page.]

**COG OPERATING LLC**

By: *Mark A. Carter*  
Mark A. Carter AR  
Attorney-in-Fact

STATE OF TEXAS )  
COUNTY OF MIDLAND )

This instrument was acknowledged before me on December 17, 2020, by Mark A. Carter, Attorney-in-Fact of COG Operating LLC, a Delaware limited liability company, on behalf of same.



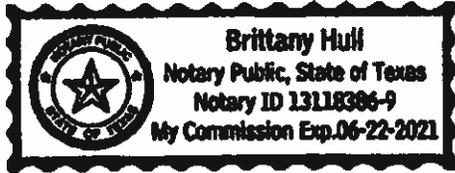
*Brittany Hull*  
Notary Public in and for the State of Texas

**CONCHO OIL & GAS LLC**

By: *Mark A. Carter*  
Mark A. Carter AR  
Attorney-in-Fact

STATE OF TEXAS )  
COUNTY OF MIDLAND )

This instrument was acknowledged before me on December 17, 2020, by Mark A. Carter, Attorney-in-Fact of Concho Oil & Gas LLC, a Texas limited liability company, on behalf of same.



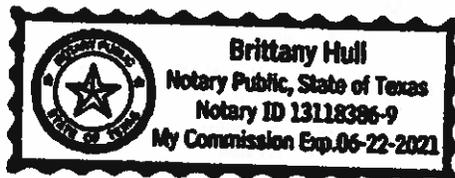
*Brittany Hull*  
Notary Public in and for the State of Texas

**COG PRODUCTION LLC**

By: *Mark A. Carter*  
Mark A. Carter AR  
Attorney-in-Fact

STATE OF TEXAS )  
COUNTY OF MIDLAND )

This instrument was acknowledged before me on December 17, 2020, by Mark A. Carter, Attorney-in-Fact of COG Production LLC, a Texas limited liability company, on behalf of same.



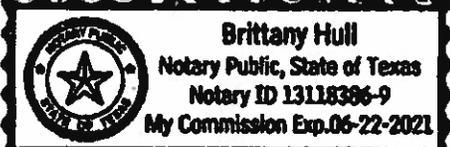
*Brittany Hull*  
Notary Public in and for the State of Texas

**COG ACREAGE LP**

By: *Mark A. Carter*  
Mark A. Carter AR  
Attorney-in-Fact

STATE OF TEXAS )  
COUNTY OF MIDLAND )

This instrument was acknowledged before me on December 17, 2020, by Mark A. Carter, Attorney-in-Fact of COG Acreage, a Texas limited partnership, on behalf of same.



*Brittany Hull*  
Notary Public in and for the State of Texas

**NMSO COMMUNITIZATION AGREEMENT SELF-CERTIFICATION FOR FEDERAL, FEE OR TRIBAL INTERESTS**

Approval of this Communitization Agreement does not constitute an adjudication of any federal, Tribal, or private interests, and neither the Commissioner of Public Lands nor the State Land Office warrant or certify that the information supplied by the party submitting this agreement is accurate with regard to all private, Tribal or federal interests. The responsibility of the Commissioner and State Land Office is to protect and adjudicate only the State Land Office interests during the processing of Communitization Agreements. The State Land Office will only verify the accuracy of state leases in the proposed Communitization Agreement. All non-state interests must be certified by the Operator.

As Operator of E/2 Momba Fed Com Unit, COG OPERATING LLC hereby certifies that all lessees and/or working interest owners that are parties to this Communitization Agreement, as shown on Exhibit A, have the legal rights and interests they claim to the private or federal or Tribal leases subject to this Communitization Agreement, and COG OPERATING LLC has obtained written consent and authority to enter into this Agreement on their behalf. Written consent/signatures of lessees and/or other interest owners will be made available to the State Land Office immediately upon request. Any misrepresentation or material omission by the Operator in this respect will be grounds to void the Communitization Agreement.

**OPERATOR:**

**COG OPERATING LLC**

By: *Mark A. Carter*  
Mark A. Carter AR  
Attorney-in-Fact



**PARTIES TO STATE COMMUNITIZATION AGREEMENT:**

**FEE TRACT 1 – SEC. 24: NWNE**

Lessee of Record:	COG Operating LLC	Signature provided
	COG Production LLC	Signature provided
	Concho Oil & Gas LLC	Signature provided

**FEDERAL TRACT 2 – SEC. 24: E2NE and SWSE**

Lessee of Record:	OXY USA Inc.	Self-certified / Subject to Compulsory Pooling Order No. R-21442 (attached)
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**FEE TRACT 3 – SEC. 24: SWNE and NWSE**

Lessees of Record:	COG Operating LLC	Signature provided
	MRC Permian Co.	Self-certified / Subject to Compulsory Pooling Order No. R-21442 (attached)

**FEE TRACT 4 – SEC. 24: NESE**

Lessees of Record:	COG Operating LLC	Signature provided
	COG Production LLC	Signature provided
	Concho Oil & Gas LLC	Signature provided
	MRC Permian Co.	Self-certified / Subject to Compulsory Pooling Order No. R-21442 (attached)

**FEE TRACT 5 – SEC. 24: SESE**

Lessee of Record:	COG Operating LLC	Signature provided
	COG Production LLC	Signature provided
	Concho Oil & Gas LLC	Signature provided

**FEDERAL TRACT 6 – SEC. 25: E2**

Lessee of Record:	Chevron U.S.A. Inc.	Self-certified / Subject to Compulsory Pooling Order No. R-21442 (attached)
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**STATE TRACT 7 – SEC. 36: N2NE, Lots 3-4 (E2)**

Lessee of Record:	Featherstone Development Corporation	Signature provided
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**EXHIBIT "A"**

**Plat of communitized area covering the E/2 of Sections 24 and 25, and N/2 NW/4 and Lots 3, 4 (E/2),  
T26S-R28E, N.M.P.M, Eddy County, New Mexico**

**Momba Fed Com 701H, 702H, 703H**

<b>24-26S-28E</b>		<b>Tract 1 Fee 40 ac</b>	<b>Tract 2 NM-012559 120 ac</b>
		<b>Tract 3 Fee 80 ac</b>	
			<b>Tract 4 Fee 40 ac</b>
			<b>Tract 5 Fee 40 ac</b>
<b>25-26S-28E</b>			
<b>36-26S-28E</b>		<b>Tract 7 VB-0679 127.94 ac</b>	

**State Communitization Agreement - E/2 Momba Fed Com Unit  
E2 Secs 24, 25, 36 - T26S-R28E -- Wolfcamp**

**EXHIBIT "B"**

Leases covering communitized area covering the E/2 of Sections 24 and 25, and N/2 NW/4 and Lots 3, 4 (E/2), T26S-R28E, N.M.P.M, Eddy County, New Mexico

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

**TRACT 1 (24: NWNE)  
FEE - 40.00 ACRES**

**Date:** January 1, 2017  
**Lessor:** J.M. Fowlkes, Jr., Maco Stewart Fowlkes, John M. Fowlkes, Preston L. Fowlkes, Lauren Fowlkes, Nancy Fowlkes Donley, and Kathleen K. Moller  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1091 / 506  
**Description:** Insofar and only insofar as to Township 26 South, Range 28 East, N.M.P.M.  
Section 24: NWNE  
Eddy County, New Mexico  
Below 8,308'  
**Royalty:** 25%

**Date:** January 1, 2017  
**Lessor:** Edwin H. Fowlkes, III, a/k/a Trey Fowlkes, and Janet Renee Fowlkes Murrey  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1091 / 507  
**Description:** Insofar and only insofar as to Township 26 South, Range 28 East, N.M.P.M.  
Section 24: NWNE  
Eddy County, New Mexico  
Below 8,308'  
**Royalty:** 25%

**Date:** January 25, 2017  
**Lessor:** Patrick K. Fowlkes  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1091 / 723  
**Description:** Insofar and only insofar as to Township 26 South, Range 28 East, N.M.P.M.  
Section 24: NWNE  
Eddy County, New Mexico  
Below 8,308'  
**Royalty:** 25%

**Date:** August 1, 2016  
**Lessor:** Frank Blow Fowlkes  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1088 / 135  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NWNE  
 Eddy County, New Mexico  
 Below 8,308'  
**Royalty:** 20%

**Date:** August 1, 2011  
**Lessor:** Christine Speidel Fowlkes and Christopher Clegg Fowlkes  
**Current Lessee:** COG Production LLC  
**Recorded:** 866 / 1007  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NWNE  
 Eddy County, New Mexico  
**Royalty:** 25%

**Date:** January 12, 2009  
**Lessor:** Delaware Ranch  
**Current Lessee:** COG Operating LLC & Concho Oil & Gas LLC  
**Recorded:** 764 / 1217  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NWNE  
 Eddy County, New Mexico  
**Royalty:** 20%

**TRACT 2 (24: E2NE and SWSE)**  
**FEDERAL - 120.00 ACRES**

**Date:** November 1, 1970  
**Lessor:** USA NM-012559  
**Current Lessee:** OXY USA Inc.  
**Recorded:** Not recorded.  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: E2NE and SWSE  
 Eddy County, New Mexico  
**Royalty:** 12.5%

**TRACT 3 (24: SWNE and NWSE)  
FEE - 80.00 ACRES**

**Date:** January 1, 2017  
**Lessor:** J.M. Fowlkes, Jr., Maco Stewart Fowlkes, John M. Fowlkes, Preston L. Fowlkes, Lauren Fowlkes, Nancy Fowlkes Donley, and Kathleen K. Moller  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1091 / 506  
**Description:** Insofar and only insofar as to Township 26 South, Range 28 East, N.M.P.M.  
Section 24: SWNE, NWSE  
Eddy County, New Mexico  
Below 8,308'  
**Royalty:** 25%

**Date:** January 1, 2017  
**Lessor:** Edwin H. Fowlkes, III, a/k/a Trey Fowlkes, and Janet Renee Fowlkes Murrey  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1091 / 507  
**Description:** Insofar and only insofar as to Township 26 South, Range 28 East, N.M.P.M.  
Section 24: SWNE, NWSE  
Eddy County, New Mexico  
Below 8,308'  
**Royalty:** 25%

**Date:** January 25, 2017  
**Lessor:** Patrick K. Fowlkes  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1091 / 723  
**Description:** Insofar and only insofar as to Township 26 South, Range 28 East, N.M.P.M.  
Section 24: SWNE, NWSE  
Eddy County, New Mexico  
Below 8,308'  
**Royalty:** 25%

**Date:** August 1, 2016  
**Lessor:** Frank Blow Fowlkes  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1088 / 135  
**Description:** Insofar and only insofar as to Township 26 South, Range 28 East, N.M.P.M.  
Section 24: SWNE, NWSE  
Eddy County, New Mexico

**Royalty:** Below 8,308'  
20%

**Date:** August 1, 2011  
**Lessor:** Christine Speidel Fowlkes and Christopher Clegg Fowlkes  
**Current Lessee:** COG Production LLC  
**Recorded:** 866 / 1007  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: SWNE, NWSE  
 Eddy County, New Mexico

**Royalty:** 25%

**Date:** January 12, 2009  
**Lessor:** Delaware Ranch  
**Current Lessee:** COG Operating LLC & Concho Oil & Gas LLC  
**Recorded:** 764 / 1217  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: SWNE, NWSE  
 Eddy County, New Mexico

**Royalty:** 20%

**Date:** June 20, 2018  
**Lessor:** Mark A. Parchman et ux, Cathie A. Parchman  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1112 / 347  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NWSE, SWNE  
 Eddy County, New Mexico  
 Below 8,305'

**Royalty:** 25%

**Date:** June 20, 2018  
**Lessor:** Daniel Vlosich, Trustee of the Vlosich Trust  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1112 / 348  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NWSE, SWNE  
 Eddy County, New Mexico  
 Below 8,305'

**Royalty:** 25%

**Date:** June 20, 2018  
**Lessor:** Penny R. Harrison and G. Ralph Harrison  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1113 / 294  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NWSE, SWNE  
 Eddy County, New Mexico  
 Below 8,305'  
**Royalty:** 25%

**Date:** June 20, 2018  
**Lessor:** Linda G. Tenberg and Willis R. Tenberg  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1112 / 345  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NWSE, SWNE  
 Eddy County, New Mexico  
 Below 8,305'  
**Royalty:** 25%

**Date:** June 20, 2018  
**Lessor:** Sonia M. Scott  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1112 / 344  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NWSE, SWNE  
 Eddy County, New Mexico  
 Below 8,305'  
**Royalty:** 25%

**Date:** June 20, 2018  
**Lessor:** Russell Carver Parchman and Barbara Bratton Parchman,  
 Trustees of the Russell Carver Parchman and Barbara Bratton  
 Parchman Trust  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1112 / 346  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NWSE, SWNE  
 Eddy County, New Mexico  
 Below 8,305'  
**Royalty:** 25%

**Date:** May 9, 2018  
**Lessor:** Pardue Limited Company  
**Current Lessee:** MRC Permian Company  
**Recorded:** 1108 / 518  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: SWNE, NWSE  
 Eddy County, New Mexico  
 Below 100' below the stratigraphic equivalent of the deepest  
 producing depth under the Momba 24 Fed Com 3H well  
**Royalty:** 25%

**TRACT 4 (24: NESE)  
FEE - 40.00 ACRES**

**Date:** January 1, 2017  
**Lessor:** J.M. Fowlkes, Jr., Maco Stewart Fowlkes, John M. Fowlkes,  
 Preston L. Fowlkes, Lauren Fowlkes, Nancy Fowlkes Donley, and  
 Kathleen K. Moller  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1091 / 506  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NESE  
 Eddy County, New Mexico  
 Below 7,142'  
**Royalty:** 25%

**Date:** January 1, 2017  
**Lessor:** Edwin H. Fowlkes, III, a/k/a Trey Fowlkes, and Janet Renee  
 Fowlkes Murrey  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1091 / 507  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NESE  
 Eddy County, New Mexico  
 Below 7,142'  
**Royalty:** 25%

**Date:** January 25, 2017  
**Lessor:** Patrick K. Fowlkes  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1091 / 723  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NESE

**Royalty:** Eddy County, New Mexico  
 Below 7,142'  
 25%

**Date:** August 1, 2016  
**Lessor:** Frank Blow Fowlkes  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1088 / 135  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NESE  
 Eddy County, New Mexico  
 Below 7,142'

**Royalty:** 20%

**Date:** August 1, 2011  
**Lessor:** Christine Spidel Fowlkes and Christopher Clegg Fowlkes  
**Current Lessee:** COG Production LLC  
**Recorded:** 866 / 1007  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NESE  
 Eddy County, New Mexico

**Royalty:** 25%

**Date:** January 12, 2009  
**Lessor:** Delaware Ranch  
**Current Lessee:** COG Operating LLC & Concho Oil & Gas LLC  
**Recorded:** 764 / 1217  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NESE  
 Eddy County, New Mexico

**Royalty:** 20%

**Date:** May 9, 2018  
**Lessor:** Pardue Limited Company  
**Current Lessee:** MRC Permian Company  
**Recorded:** 1108 / 518  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NESE  
 Eddy County, New Mexico  
 Below 100' below the stratigraphic equivalent of the deepest  
 producing depth under the Momba 24 Fed Com 3H well

**Royalty:** 25%

**Date:** June 20, 2018  
**Lessor:** Mark A. Parchman et ux, Cathie A. Parchman  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1112 / 347  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NESE  
 Eddy County, New Mexico  
 Below 7,140'  
**Royalty:** 25%

**Date:** June 20, 2018  
**Lessor:** Daniel Vlosich, Trustee of the Vlosich Trust  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1112 / 348  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NESE  
 Eddy County, New Mexico  
 Below 7,140'  
**Royalty:** 25%

**Date:** June 20, 2018  
**Lessor:** Penny R. Harrison and G. Ralph Harrison  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1113 / 294  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NESE  
 Eddy County, New Mexico  
 Below 7,140'  
**Royalty:** 25%

**Date:** June 20, 2018  
**Lessor:** Linda G. Tenberg and Willis R. Tenberg  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1112 / 345  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NESE  
 Eddy County, New Mexico  
 Below 7,140'  
**Royalty:** 25%

**Date:** June 20, 2018  
**Lessor:** Sonia M. Scott  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1112 / 344  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NESE  
 Eddy County, New Mexico  
 Below 7,140'  
**Royalty:** 25%

**Date:** June 20, 2018  
**Lessor:** Russell Carver Parchman and Barbara Bratton Parchman,  
 Trustees of the Russell Carver Parchman and Barbara Bratton  
 Parchman Trust  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1112 / 346  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: NESE  
 Eddy County, New Mexico  
 Below 7,140'  
**Royalty:** 25%

**TRACT 5 (24: SESE)**  
**FEE - 40.00 ACRES**

**Date:** January 1, 2017  
**Lessor:** J.M. Fowlkes, Jr., Maco Stewart Fowlkes, John M. Fowlkes,  
 Preston L. Fowlkes, Lauren Fowlkes, Nancy Fowlkes Donley, and  
 Kathleen K. Moller  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1091 / 506  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 24: SESE  
 Eddy County, New Mexico  
 Below 7,142'  
**Royalty:** 25%

**Date:** January 1, 2017  
**Lessor:** Edwin H. Fowlkes, III, a/k/a Trey Fowlkes, and Janet Renee  
 Fowlkes Murrey  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1091 / 507  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.

**Royalty:** Section 24: SESE  
Eddy County, New Mexico  
Below 7,142'  
25%

**Date:** January 25, 2017  
**Lessor:** Patrick K. Fowlkes  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1091 / 723  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
Section 24: SESE  
Eddy County, New Mexico  
Below 7,142'  
**Royalty:** 25%

**Date:** August 1, 2016  
**Lessor:** Frank Blow Fowlkes  
**Current Lessee:** COG Operating LLC  
**Recorded:** 1088 / 135  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
Section 24: SESE  
Below 7,142'  
Eddy County, New Mexico  
**Royalty:** 20%

**Date:** August 1, 2011  
**Lessor:** Christine Speidel Fowlkes and Christopher Clegg Fowlkes  
**Current Lessee:** COG Production LLC  
**Recorded:** 866 / 1007  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
Section 24: SESE  
Eddy County, New Mexico  
**Royalty:** 25%

**Date:** January 12, 2009  
**Lessor:** Delaware Ranch  
**Current Lessee:** COG Operating LLC & Concho Oil & Gas LLC  
**Recorded:** 764 / 1217  
**Description:** Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
Section 24: SESE  
Eddy County, New Mexico  
**Royalty:** 20%

**TRACT 6 (E2)**  
**320.00 ACRES**

Date: USA NM-117119  
 Lessor: Chevron U.S.A. Inc.  
 Current Lessee: Not recorded.  
 Recorded: Not recorded.  
 Description: Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 25: E/2  
 Eddy County, New Mexico  
 Royalty: 12.5%

**TRACT 7 (N2NE, Lots 3-4 (E2))**  
**127.94 ACRES**

Date: July 1, 2005  
 Lessor: State of New Mexico VB-0679  
 Current Lessee: Featherstone Development Corporation  
 Recorded: Not recorded.  
 Description: Insofar and only insofar as to  
Township 26 South, Range 28 East, N.M.P.M.  
 Section 36: N2NE, Lots 3-4 (E2)  
 Eddy County, New Mexico  
 Royalty: 3/16<sup>th</sup>

**RECAPULATION**

TRACT NO.	NO. OF ACRES COMMITTED	% OF INTEREST IN CA
1	40.00	5.21%
2	120.00	15.62%
3	80.00	10.42%
4	40.00	5.21%
5	40.00	5.21%
6	320.00	41.67%
7	127.94	16.66%
<b>TOTAL</b>	<b>767.94</b>	<b>100.00%</b>

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

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

**CASE NO. 21343  
ORDER NO. R-21442**

**ORDER**

The Director of the New Mexico Oil Conservation Division (“OCD”), having heard this matter through a Hearing Examiner on August 20, 2020, and after considering the testimony, evidence, and recommendation of the Hearing Examiner, issues the following Order.

**FINDINGS OF FACT**

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

**CONCLUSIONS OF LAW**

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

- Page 53 of 64
10. Operator has the right to drill the Well(s) to a common source of supply at the depth(s) and location(s) in the Unit described in Exhibit A.
  11. The Unit contains separately owned uncommitted interests in oil and gas minerals.
  12. Some of the owners of the uncommitted interests have not agreed to commit their interests to the Unit.
  13. The pooling of uncommitted interests in the Unit will prevent waste and protect correlative rights, including the drilling of unnecessary wells.
  14. This Order affords to the owner of an uncommitted interest the opportunity to produce his just and equitable share of the oil or gas in the pool.

### ORDER

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

CASE NO. 21343  
ORDER NO. R-21442

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render payment to Operator no later than thirty (30) days after the expiration of the election period, and shall be liable for operating costs, but not risk charges, for the well. An owner of a Pooled Working Interest who fails to pay its share of the Estimated Well Costs or who elects to pay its share of the Actual Well Costs out of production from the well shall be considered to be a "Non-Consenting Pooled Working Interest."

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

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

**STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION**

  
**ADRIENNE SANDOVAL**  
**DIRECTOR**  
 AES/tgw

Date: 9/03/2020

CASE NO. 21343  
 ORDER NO. R-21442

**Exhibit "A"**

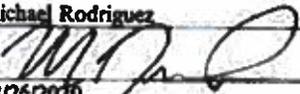
<b>COMPULSORY POOLING APPLICATION CHECKLIST</b>	
<b>ALL INFORMATION IN THE APPLICATION MUST BE SUPPORTED BY SIGNED AFFIDAVITS</b>	
<b>Case: 21343</b>	<b>APPLICANT'S RESPONSE</b>
<b>Date</b>	August 20, 2020
<b>Applicant</b>	COG Operating LLC
<b>Designated Operator &amp; OGRID (affiliation if applicable)</b>	OGRID # 229137
<b>Applicant's Counsel:</b>	Ocean Munds-Dry, Michael Rodriguez
<b>Case Title:</b>	Application of COG Operating LLC for Compulsory Pooling, Eddy County, New Mexico
<b>Entries of Appearance/Intervenors:</b>	MRC Permian Company, EOG Resources, Inc.
<b>Well Family</b>	Momba
<b>Formation/Pool</b>	
<b>Formation Name(s) or Vertical Extent:</b>	Wolfcamp
<b>Primary Product (Oil or Gas):</b>	Oil
<b>Pooling this vertical extent:</b>	Wolfcamp A
<b>Pool Name and Pool Code:</b>	Purple Sage Wolfcamp Gas Pool (98220)
<b>Well Location Setback Rules:</b>	Statewide
<b>Spacing Unit Size:</b>	~767.94 acres
<b>Spacing Unit</b>	
<b>Type (Horizontal/Vertical)</b>	Horizontal
<b>Size (Acres)</b>	~767.94 acres
<b>Building Blocks:</b>	Quarter-quarter
<b>Orientation:</b>	Standup
<b>Description: TRS/County</b>	E/2 of Sections 24 and 25, and the E/2 of irregular Section 36, Township 26 South, Range 28 East, Eddy County, New Mexico.
<b>Standard Horizontal Well Spacing Unit (Y/N), if No, describe</b>	Yes
<b>Other Situations</b>	
<b>Depth Severance: Y/N. If yes, description</b>	No
<b>Proximity Tracts: If yes, description</b>	No
<b>Proximity Defining Well: if yes, description</b>	N/A
<b>Applicant's Ownership in Each Tract</b>	Attachment B
<b>Well(s)</b>	
<b>Name (API (if assigned)); Surface hole location; Bottom hole location; Completion target (TVD); Orientation, Completion status (standard or non-standard).</b>	Attachment A
<b>Well #1</b>	Momba Fed Com #701H (API # Pending) SHL: ~ 320 FSL, 1490 FEL, OR UNIT O, 13-26S-28E BHL: ~ 200 FSL, 330 FEL, OR LOT 4, 36-26S-28E Completion Target: Wolfcamp formation (Approx. 9791 feet TVD)

CASE NO. 21343  
ORDER NO. R-21442

	<b>Completion status: Standard</b>
<b>Well #2</b>	<b>Momba Fed Com #702H (API # Pending)</b> <b>SHL: ~ 320 FSL, 1520 FEL, OR UNIT O, 13-26S-28E</b> <b>BHL: ~ 200 FSL, 1210 FEL, OR LOT 4, 36-26S-28E</b> <b>Completion Target: Wolfcamp formation (Approx. 9791 feet TVD)</b> <b>Completion status: Standard</b>
<b>Well #3</b>	<b>Momba Fed Com #703H (API # Pending)</b> <b>SHL: ~ 320 FSL, 1550 FEL, OR UNIT O, 13-26S-28E</b> <b>BHL: ~ 200 FSL, 2090 FEL, OR LOT 3, 36-26S-28E</b> <b>Completion Target: Wolfcamp formation (Approx. 9791 feet TVD)</b> <b>Completion status: Standard</b>
<b>Horizontal Well First and Last Take Points</b>	<b>Exhibit 1, Attachment A</b>
<b>Completion Target (Formation, TVD and MD)</b>	<b>Exhibit 2, Attachment G</b>
<b>AFE Capex and Operating Costs</b>	
<b>Drilling Supervision/Month \$</b>	<b>\$8,000</b>
<b>Production Supervision/Month \$</b>	<b>\$800</b>
<b>Justification for Supervision Costs</b>	<b>Exhibit 1, Attachment C</b>
<b>Requested Risk Charge</b>	<b>200%</b>
<b>Notice of Hearing</b>	
<b>Proposed Notice of Hearing</b>	<b>Exhibit 3</b>
<b>Proof of Mailed Notice of Hearing (20 days before hearing)</b>	<b>Exhibit 3</b>
<b>Proof of Published Notice of Hearing (10 days before hearing)</b>	<b>Exhibit 3</b>
<b>Ownership Determination</b>	
<b>Land Ownership Schematic of the Spacing Unit</b>	<b>Attachment B</b>
<b>Tract List (including lease numbers and owners)</b>	<b>Attachment B</b>
<b>Pooled Parties (including ownership type)</b>	<b>Attachment B</b>
<b>Unlocatable Parties to be Pooled</b>	<b>N/A</b>
<b>Ownership Depth Severance (including percentage above &amp; below)</b>	<b>N/A</b>
<b>Joinder</b>	
<b>Sample Copy of Proposal Letter</b>	<b>Attachment C</b>
<b>List of Interest Owners (ie Exhibit A of JOA)</b>	<b>Attachment B</b>
<b>Chronology of Contact with Non-Joined Working Interests</b>	<b>Exhibit 1 (¶ 12), Attachment C</b>
<b>Overhead Rates in Proposal Letter</b>	<b>N/A</b>
<b>Cost Estimate to Drill and Complete</b>	<b>Attachment C</b>
<b>Cost Estimate to Equip Well</b>	<b>Attachment C</b>
<b>Cost Estimate for Production Facilities</b>	<b>Attachment C</b>
<b>Geology</b>	
<b>Summary (including special considerations)</b>	<b>Exhibit 2</b>
<b>Spacing Unit Schematic</b>	<b>Attachment D</b>

CASE NO. 21343  
ORDER NO. R-21442

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Gunbarrel/Lateral Trajectory Schematic	N/A
Well Orientation (with rationale)	Exhibit 2
Target Formation	Wolfcamp
HSU Cross Section	Attachments F and G
Depth Severance Discussion	N/A
<b>Forms, Figures and Tables</b>	
C-102	Attachment A
Tracts	Attachment B
Summary of Interests, Unit Recapitulation (Tracts)	Attachment B
General Location Map (including basin)	Attachment B
Well Bore Location Map	Attachment D
Structure Contour Map - Subsea Depth	Attachment E
Cross Section Location Map (including wells)	Attachment F
Cross Section (including Landing Zone)	Attachment G
<b>Additional Information</b>	
<b>CERTIFICATION: I hereby certify that the information provided in this checklist is complete and accurate.</b>	
Printed Name (Attorney or Party Representative):	Michael Rodriguez
Signed Name (Attorney or Party Representative):	
Date:	08/26/2020

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature  Agent  
 Adult Signature  Addressee  
 B. Received by (Printed Name) *Mari-Cristina* C. Date of Delivery *5/17/22*  
 Is delivery from item 1?  Yes  
 Is delivery address below?  No

CHEVRON U.S.A. INC.  
 6301 DEAUVILLE BLVD  
 MIDLAND, TX 79706



9590 9402 3634 7305 8178 38

2. Article Number (Transfer from service label)

7017 3040 0000 1205 1685

3. Service Type  
 Adult Signature Restricted Delivery  
 Certified Mail®  
 Certified Mail Restricted Delivery  
 Collect on Delivery  
 Collect on Delivery Restricted Delivery  
 Restricted Delivery  
 Priority Mail Express®  
 Registered Mail™  
 Registered Mail Restricted Delivery  
 Return Receipt for Merchandise  
 Signature Confirmation®  
 Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9063

Domestic Return Receipt

**From:** [Engineer, OCD, EMNRD](#)  
**To:** [Barron, Jeanette](#)  
**Cc:** [McClure, Dean, EMNRD](#); [Simmons, Kurt, EMNRD](#); [Bratcher, Mike, EMNRD](#); [Hawkins, James, EMNRD](#); [Powell, Brandon, EMNRD](#); [lisa@rwbyram.com](mailto:lisa@rwbyram.com); [Glover, James](#); [Paradis, Kyle O](#); [Walls, Christopher](#); [Holm, Anchor E.](#); [Dawson, Scott](#)  
**Subject:** Approved Administrative Order OLM-246  
**Date:** Wednesday, September 8, 2021 10:53:33 AM  
**Attachments:** [OLM246 Order.pdf](#)

NMOCD has issued Administrative Order OLM-246 which authorizes COG Production, LLC (217955) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool Code
30-015-47482	Momba Federal Com #701H	E/2	24-26S-28E	98220
		E/2	25-26S-28E	
		NE/4	36-26S-28E	
30-015-47483	Momba Federal Com #702H	E/2	24-26S-28E	98220
		E/2	25-26S-28E	
		NE/4	36-26S-28E	
30-015-47484	Momba Federal Com #703H	E/2	24-26S-28E	98220
		E/2	25-26S-28E	
		NE/4	36-26S-28E	

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

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

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

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

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

**ORDER NO. OLM-246**

**ORDER**

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

**FINDINGS OF FACT**

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

**CONCLUSIONS OF LAW**

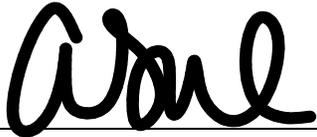
4. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, and 19.15.23 NMAC.
5. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9(A)(5) NMAC.
6. By granting the Application with the conditions specified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

**ORDER**

1. Applicant is authorized to store and measure oil production off-lease from the pools, leases, and wells identified in Exhibit A at a central tank battery described in Exhibit A.
2. The oil production from the wells identified in Exhibit A shall be physically separated from the oil production from other wells and no commingling of production from different leases shall occur in accordance with 19.15.23.9(A)(3) NMAC and 19.15.23.9(A)(4) NMAC, except as otherwise provided in order(s) issued by OCD.
3. Applicant shall calibrate the meters used to measure or allocate oil production in accordance with 19.15.12.10(C)(2) NMAC.

4. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION**



\_\_\_\_\_  
**ADRIENNE SANDOVAL  
DIRECTOR**

**DATE:** 9/07/2021

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

**Order: OLM-246**  
**Operator: COG Production, LLC (217955)**  
**Central Tank Battery: Momba Federal 13 O Central Tank Battery**  
**Central Tank Battery Location: Unit O, Section 13, Township 26 South, Range 28 East**  
**Central Tank Battery: Red Hills Offload Station**  
**Central Tank Battery Location: Unit O, Section 4, Township 26 South, Range 32 East**  
**Central Tank Battery: Jal Offload Station**  
**Central Tank Battery Location: Unit D, Section 4, Township 26 South, Range 37 East**  
**Gas Title Transfer Meter Location:**

### Pools

Pool Name	Pool Code
PURPLE SAGE; WOLFCAMP (GAS)	98220

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

Lease	UL or Q/Q	S-T-R
CA Wolfcamp NMNM 143001	E/2	24-26S-28E
	E/2	25-26S-28E
	NE/4	36-26S-28E

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-47482	Momba Federal Com #701H	E/2	24-26S-28E	98220
		E/2	25-26S-28E	
		NE/4	36-26S-28E	
30-015-47483	Momba Federal Com #702H	E/2	24-26S-28E	98220
		E/2	25-26S-28E	
		NE/4	36-26S-28E	
30-015-47484	Momba Federal Com #703H	E/2	24-26S-28E	98220
		E/2	25-26S-28E	
		NE/4	36-26S-28E	

**District I**  
 1625 N. French Dr., Hobbs, NM 88240  
 Phone:(575) 393-6161 Fax:(575) 393-0720

**District II**  
 811 S. First St., Artesia, NM 88210  
 Phone:(575) 748-1283 Fax:(575) 748-9720

**District III**  
 1000 Rio Brazos Rd., Aztec, NM 87410  
 Phone:(505) 334-6178 Fax:(505) 334-6170

**District IV**  
 1220 S. St Francis Dr., Santa Fe, NM 87505  
 Phone:(505) 476-3470 Fax:(505) 476-3462

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

CONDITIONS  
 Action 28253

**CONDITIONS**

Operator: COG PRODUCTION, LLC 600 W. Illinois Ave Midland, TX 79701	OGRID: 217955
	Action Number: 28253
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

**CONDITIONS**

Created By	Condition	Condition Date
dmcclosure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.	9/8/2021