



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

November 29, 2022

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

Re: Application for Administrative Approval of Pool Lease Commingle

Dear Mr. McClure,

COG Operating LLC respectfully requests approval for pool lease commingling for the following wells:

White Falcon 16 Fed Com 11H
API# 30-025-43930
WC-025-G-08 S2535340; Bone Spring
Ut. C, Sec. 16-T25S-R35E
Lea County, NM

White Falcon 16 Fed Com 21H
API# 30-025-43931
Dogie Draw; Wolfcamp
Ut. C, Sec. 16-T25S-R35E
Lea County, NM

White Falcon 16 Fed Com 22H
API# 30-025-43932
Dogie Draw; Wolfcamp
Ut. C, Sec. 16-T25S-R35E
Lea County, NM

Oil Production:

The oil production from all wells will be measured separately by allocation meter prior to being commingled at the Central Tank Battery located in Ut. C, Sec. 16-T25S-R35E. In the event the CTB is over capacity or in the case of battery or pipeline repairs the oil production from these wells may be transported by truck to either the Red Hills Offload Station, located in Unit O, Section 4-T26S-R32E, or the Jal Offload Station, located in Unit D, Section 4-T26S-R37E, Lea County. In this case, the oil will remain segregated and will be measured by lact meter when offloading at said stations.

Gas Production:

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

No notification required as all ownership are identical and a letter signed and dated by the landman is attached.

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

Thank you for your attention to this matter.

Sincerely,

Jeanette Barron
Regulatory Coordinator

Revised March 23, 2017

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

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



ADMINISTRATIVE APPLICATION CHECKLIST

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

Applicant: _____ OGRID Number: _____
 Well Name: _____ API: _____
 Pool: _____ Pool Code: _____

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

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

A. Location – Spacing Unit – Simultaneous Dedication

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

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

[I] Commingling – Storage – Measurement

☐ DHC ☐ CTB ☐ PLC ☐ PC ☐ OLS ☐ OLM

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

☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR

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

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

FOR OCD ONLY

- ☐ Notice Complete
☐ Application
 Content
 Complete

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

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

 Print or Type Name

Jeanette Barron
 Signature

 Date

 Phone Number

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

Form C-107-B
Revised August 1, 2011

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

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

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

LEASE TYPE: ☐ Fee ☐ State ☒ Federal

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

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

(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes
WC-025 G08 S2535340; BS #97088	45.8/1251	45.80/1292			
Dogie Draw; Wolfcamp #17980	45.8/1375				

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

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

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

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

- (1) Complete Sections A and E.

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

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

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

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

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

SIGNATURE: Jeanette Barron TITLE: Regulatory Coordinator DATE: 11.29.22
TYPE OR PRINT NAME Jeanette Barron TELEPHONE NO.: 575-748-6974
E-MAIL ADDRESS jeanette.barron@conocophillips.com

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

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

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

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

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-43930		Pool Code 97088	Pool Name WC-025 G-08 S2535340; BONE SPRING
Property Code 319419	Property Name WHITE FALCON 16 FEDERAL COM		Well Number 11H
OGRID No. 229137	Operator Name COG OPERATING, LLC		Elevation 3246.5'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	16	25-S	35-E		226	NORTH	1980	WEST	LEA

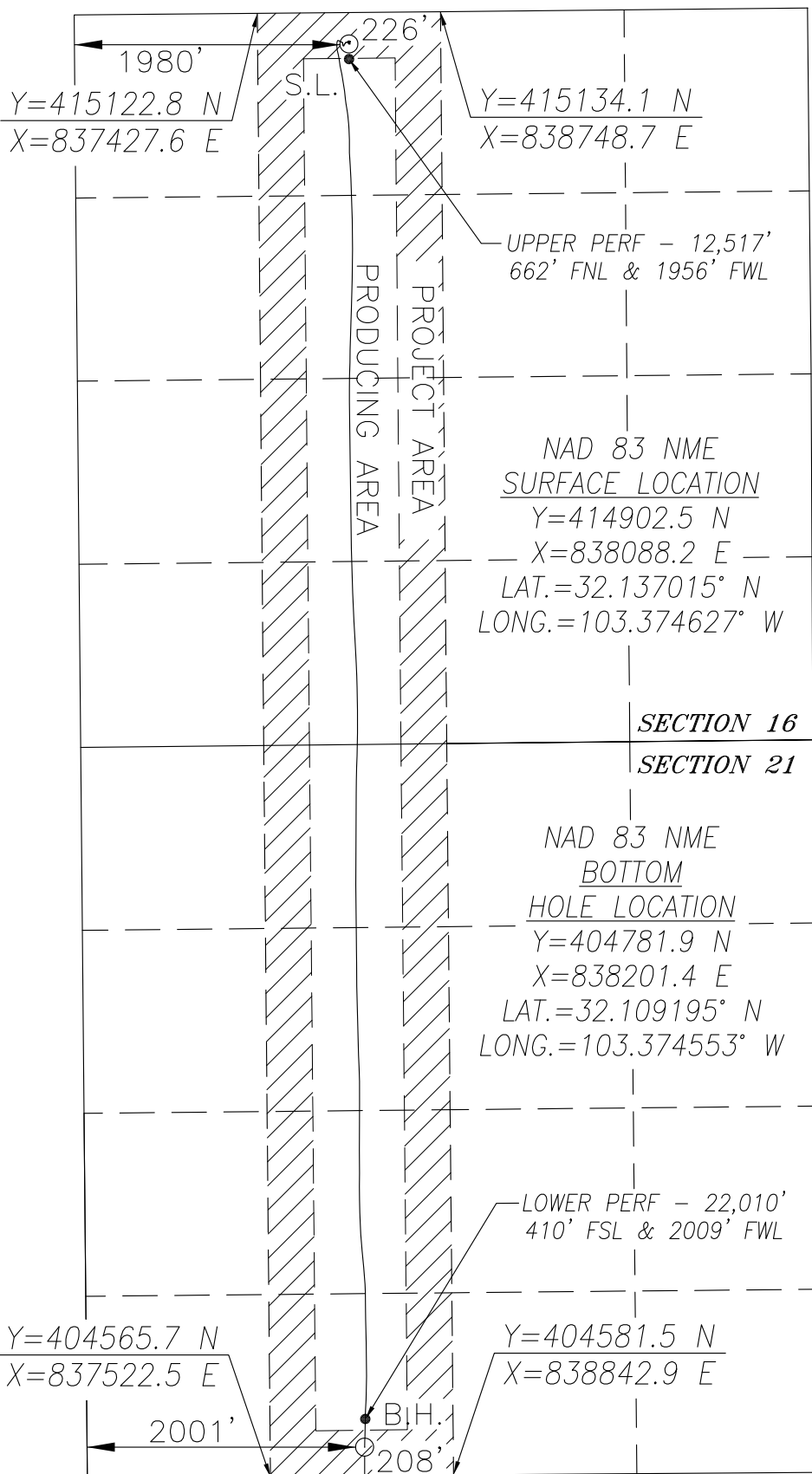
Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	21	25-S	35-E		208	SOUTH	2001	WEST	LEA
Dedicated Acres 320		Joint or Infill	Consolidation Code		Order No.				

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

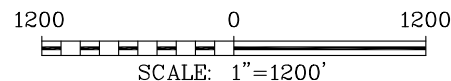
SEE PAGE 2

Property Code 319419	Property Name WHITE FALCON 16 FEDERAL COM	Well Number 11H
OGRID No. 229137	Operator Name COG OPERATING, LLC	Elevation 3246.5'



BOREPATH SHOWN HEREON IS
BASED ON DIRECTIONAL SURVEY
REPORT PROVIDED BY * FOR THE
* SUPPLIED TO HARCROW
SURVEYING, LLC ON AUGUST 2,
2018

BOREPATH SHOWN HEREON IS BASED ON
DIRECTIONAL SURVEY REPORT PROVIDED BY *
FOR THE * SUPPLIED TO HARCROW SURVEYING,
LLC ON MONTH DAY, YEAR



OPERATOR CERTIFICATION

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

Jeanette Barron 11.29.22
Signature Date

Jeanette Barron
Printed Name

jeanette.barron@conocophillips.com

E-mail Address

SURVEYOR CERTIFICATION

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

FEBRUARY 6, 2017

Date of Survey/Date of Geographic Survey

Signature & Seal of Professional Surveyor



Chad Harcrow 8/13/18
Certificate No. CHAD HARCROW 17777

PAGE 2 OF 2

W.O. # 18-910

DRAWN BY: VD

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

DISTRICT II
611 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) 334-6176 Fax: (505) 334-6170

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

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

Form C-102

Revised August 1, 2011

Submit one copy to appropriate

District Office

☒ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

As Drilled

API Number 30-025-43931	Well Code 17980	Pool Name <i>Dogie Draw; Wolfcamp</i>
Property Code 319419	Property Name WHITE FALCON 16 FEDERAL COM	Well Number 21H
OGRID No. 229137	Operator Name COG OPERATING, LLC	Elevation 3246.5'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	16	25-S	35-E		226	NORTH	2020	WEST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	21	25-S	35-E		200	SOUTH	2325	WEST	LEA
Dedicated Acres	Joint or Infill	Consolidation Code	Order No.						

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

SEE PAGE 2

PAGE 1 OF 2

W.O. # 18-911

DRAWN BY: AM

Property Code	Property Name WHITE FALCON 16 FEDERAL COM	Well Number 21H
OGRID No.	Operator Name COG OPERATING, LLC	Elevation 3246.5'

NAD 83 NME SURFACE LOCATION
Y=414902.9 N
X=838128.2 E
LAT.=32.137015° N
LONG.=103.374497° W

NAD 83 NME PROPOSED BOTTOM HOLE LOCATION
Y=404778.2 N
X=838524.6 E
LAT.=32.109177° N
LONG.=103.373509° W

UPPER PERF - 12,683'
563' FNL & 2213' FWL

LOWER PERF - 22,275'
417' FSL & 2318' FWL

PROJECT AREA
PRODUCING AREA
DRILL PATH

SECTION 16
SECTION 21

2020'
2325'
200'

Y=415122.8 N
X=837427.6 E

Y=415134.1 N
X=83748.7 E

Y=404565.7 N
X=837522.5 E

Y=404581.5 N
X=838843.0 E

BOREPATH SHOWN HEREON IS BASED ON DIRECTIONAL SURVEY REPORT PROVIDED BY COG OPERATING, LLC. FOR THE WHITE FALCON 16 FEDERAL COM #21H SUPPLIED TO HARCROW SURVEYING, LLC ON AUGUST 2, 2018

1200 0 1200

SCALE: 1"=1200'

OPERATOR CERTIFICATION

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

Amanda Avery 8/14/18
Signature Date

Amanda Avery
Printed Name

aaavery@concho.com
E-mail Address

SURVEYOR CERTIFICATION

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

FEB. 6, 2017/
Date of Survey/Date of Geographic Survey

Signature & Seal of Professional Surveyor

Chad Harcrow 8/13/18
Certificate No. CHAD HARCROW 17777

PAGE 2 OF 2

W.O. # 18-911 DRAWN BY: AM

DISTRICT I
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DISTRICT II
811 S. FIRST ST., ARTESIA, NM 88210
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1220 SOUTH ST. FRANCIS DR.
Santa Fe, New Mexico 87505

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-43932		Pool Code 17980	Pool Name DOGIE DRAW; WOLFCAMP
Property Code 319419	Property Name WHITE FALCON 16 FEDERAL COM		Well Number 22H
OGRID No. 229137	Operator Name COG OPERATING, LLC		Elevation 3246.5'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	16	25-S	35-E		226	NORTH	1940	WEST	LEA

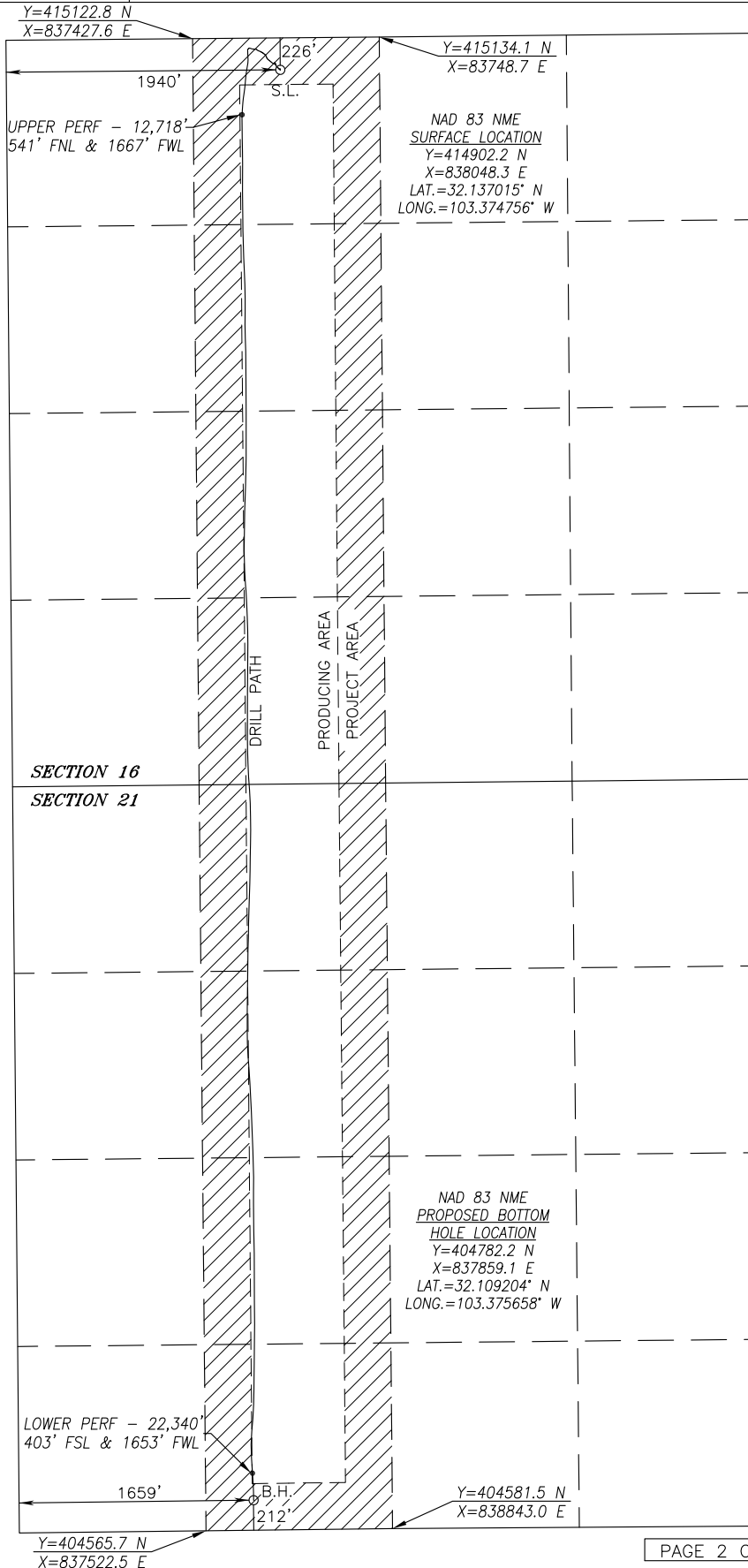
Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	21	25-S	35-E		212	SOUTH	1659	WEST	LEA
Dedicated Acres 320		Joint or Infill	Consolidation Code		Order No.				

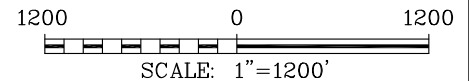
NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

SEE PAGE 2

Property Code 319419	Property Name WHITE FALCON 16 FEDERAL COM	Well Number 22H
OGRID No. 229137	Operator Name COG OPERATING, LLC	Elevation 3246.5'



BOREPATH SHOWN HEREON IS BASED ON
DIRECTIONAL SURVEY REPORT PROVIDED BY
COG OPERATING, LLC. FOR THE WHITE FALCON
16 FEDERAL COM #22H SUPPLIED TO HARCROW
SURVEYING, LLC ON AUGUST 2, 2018



OPERATOR CERTIFICATION

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

Jeanette Barron 11.29.22
Signature Date

Jeanette Barron
Printed Name

jeanette.barron@conocophillips.com

E-mail Address

SURVEYOR CERTIFICATION

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

FEB. 6, 2017/

Date of Survey/Date of Geographic Survey

Signature & Seal of Professional Surveyor



Chad Harcrow 8/13/18
Certificate No. CHAD HARCROW 17777

PAGE 2 OF 2

W.O. # 18-912

DRAWN BY: AM



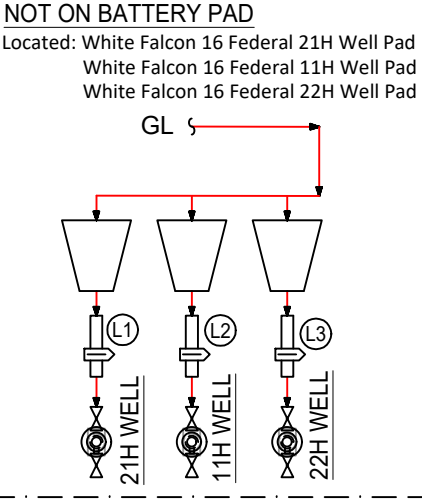
WHITE FALCON 16 FEDERAL CTB
SECTION 16, T25S, R35E
COORDS: 32.135858, -103.372923
LEA COUNTY, NM

WELLS:
WHITE FALCON 16 FEDERAL COM #11H: 30-025-43930
WHITE FALCON 16 FEDERAL COM #21H: 30-025-43931
WHITE FALCON 16 FEDERAL COM #22H: 30-025-43932

Sales Booster Meter (VRU):
(BG): #39022424
Targa Sales FMP Meter:
(GS): #161001130
Targa Buy Back Meter:
(BB): #161001131
#21H Gas Lift Meter:
(L1): #39022412
#11H Gas Lift Meter:
(L2): #39022415
#22H Gas Lift Meter:
(L3): #39022413

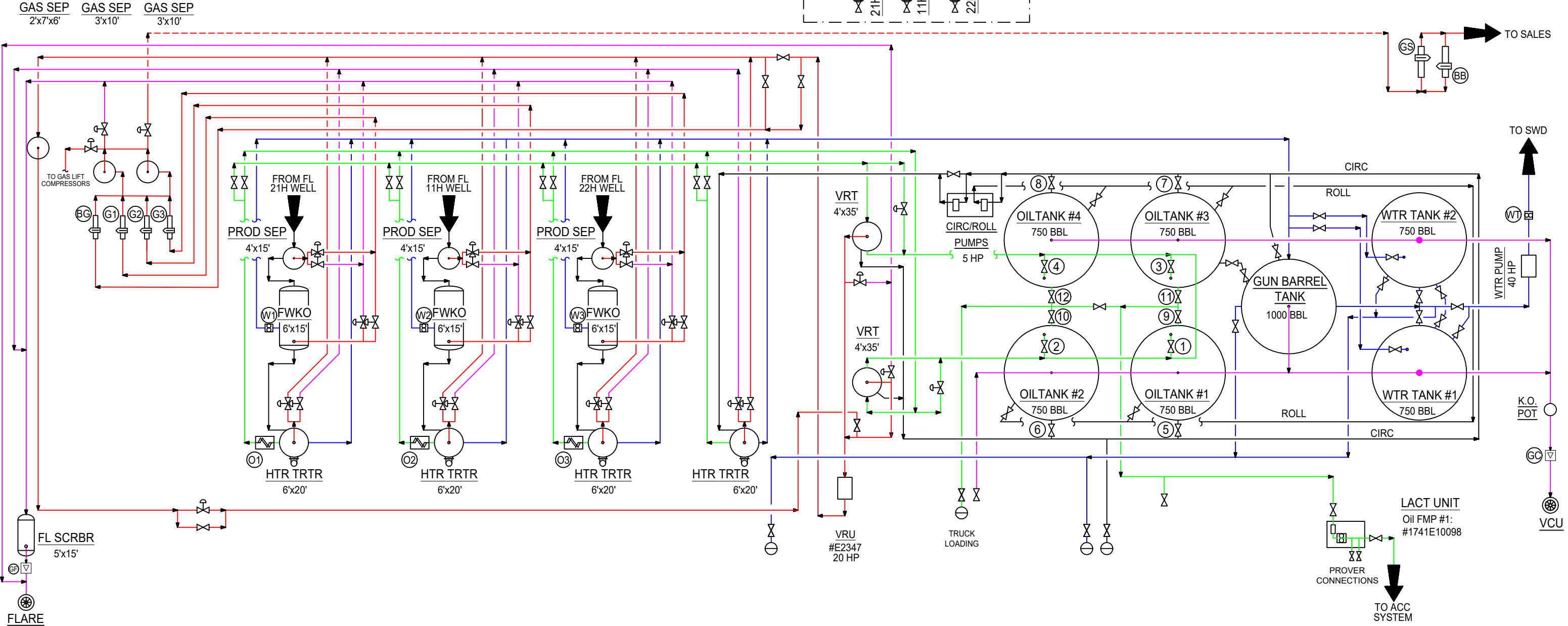
METERS
11H Meters:
(G2): # 39022418
(O2): # 14721499
(W2): # 12137489011
21H Meters:
(G1): # 39022419
(O1): # N400F016000
(W1): # 12107440212
22H Meters:
(G3): #39022422
(O3): # 14720976
(W3): # 12107699946

Water Transfer Meter:
(WT): #12107699943
Flare Gas Meter:
(GF): #187397-80301
VCU Meter:
(GC): #187400-80303



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

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



NOTES:

Type of Lease: Federal
Federal Lease #: NMNM 112942
CA/Agreement #:
Property Code: 319419
OGRID #: 229137

Legend for Site Diagram
Produced Fluid: —
Produced Oil: —
Produced Gas: —
Produced Water: —
Flare/Vent: —

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

REFERENCE DRAWINGS		REVISIONS		ENGINEERING RECORD	
NO.	TITLE	NO.	DATE	DESCRIPTION	BY
A		12/10/18		REVISED PER FIELD VERIFICATION	DRM
B		02/15/21		REVISED PER FIELD VERIFICATION	AS
COG OPERATING LLC SITE SECURITY PLANS LOCATED AT:		ONE CONCHO CENTER 600 WEST ILLINOIS AVENUE MIDLAND, TEXAS 79701			

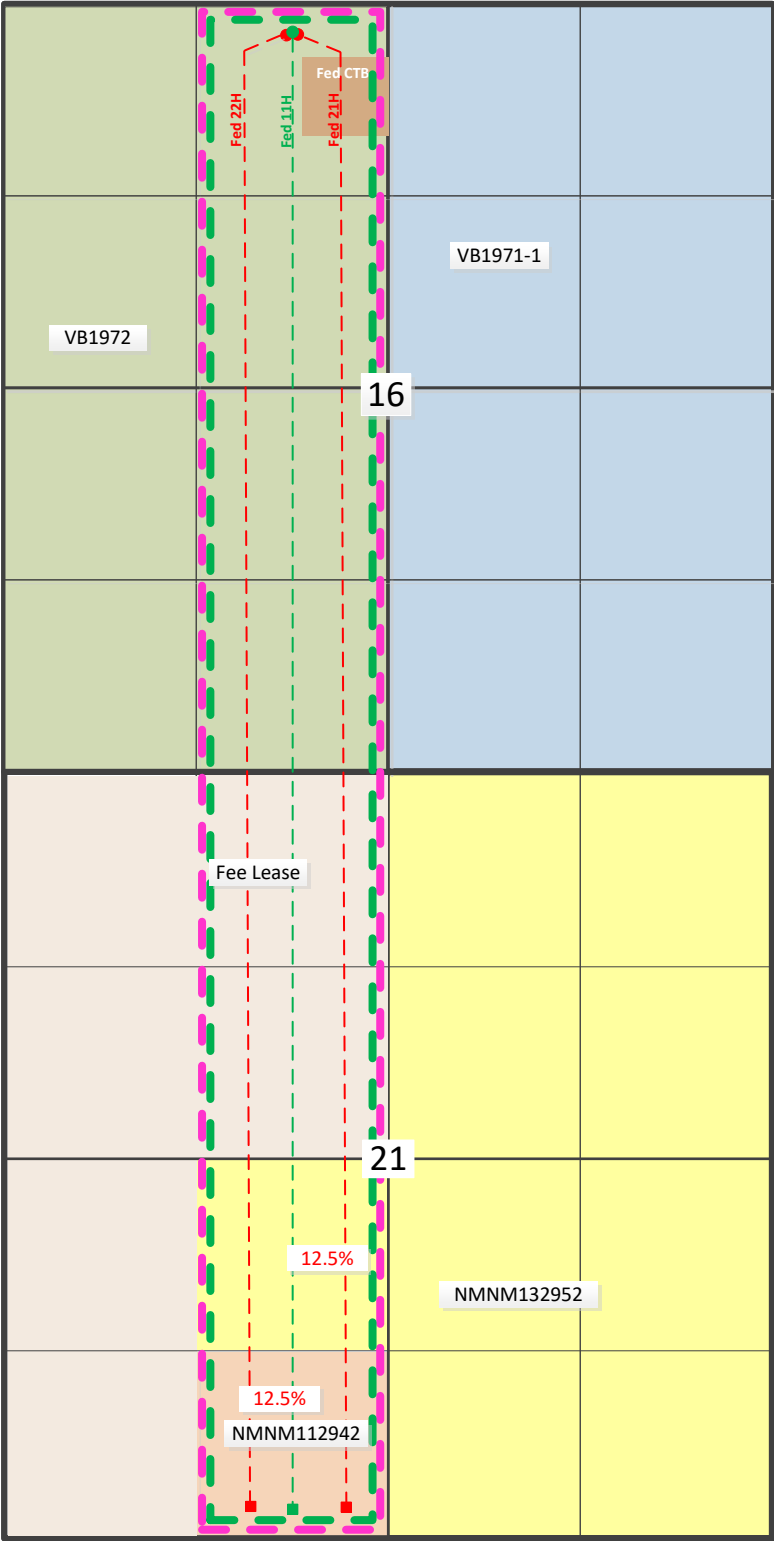


DELAWARE BASIN EAST ASSET
PRODUCTION FACILITIES
SITE FACILITY DIAGRAM
WHITE FALCON 16 FED CTB

LEA COUNTY	NEW MEXICO
TWNHP/RANGE 25S/35E	DWG NO. WhiteFalcon16FedCTB
SCALE: NONE	REV B

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

White Falcon 16 Fed Com Wells
Sec 16, 21, T25S-R35E, Lea County



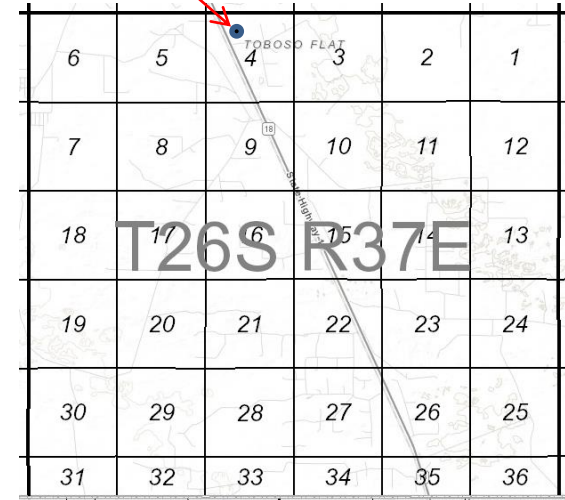
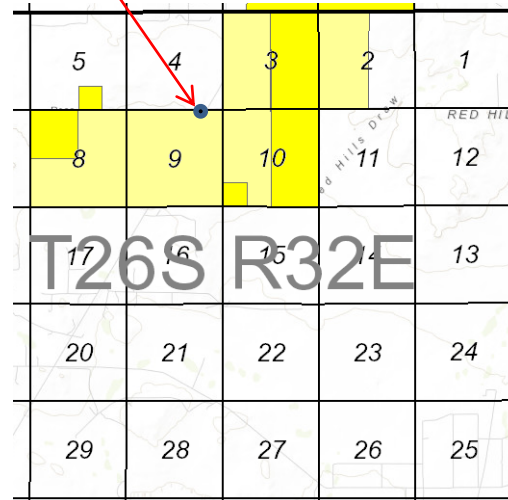
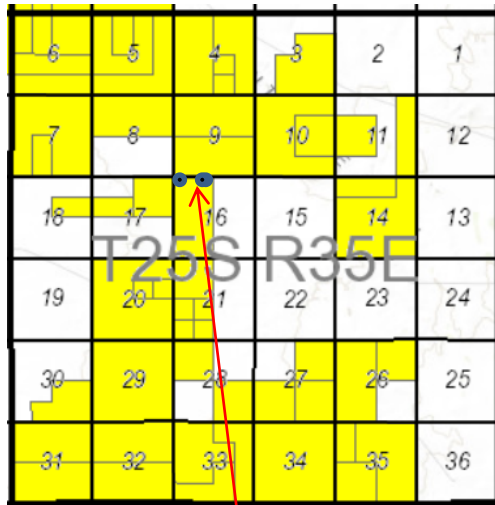
- Bone Spring SHL
 - Bone Spring BHL
 - Wolfcamp SHL
 - Wolfcamp SHL
- NMNM138685 Wolfcamp CA
NMNM138684 Bone Spring CA
- White Falcon 16 Fed Com 11H
30-025-43930
- White Falcon 16 Fed Com 21H
30-025-43931
- White Falcon 16 Fed Com 22H
30-025-43932



White Falcon 16 Federal Com #11H, 21H & 22H & Red Hills and Jal Offload Station Map

Red Hills Offload Station
Lea County, NM

Jal Offload Station
Lea County, NM



White Falcon 16 Fed Com #11H, #21H, #22H
Eddy County, NM



ConocoPhillips
925 N. Eldridge Parkway
Houston, TX 77079
www.conocophillips.com

November 21, 2022

Sean Miller
Sr. Land Negotiator
One Concho Center
600 W. Illinois Ave
Midland, TX 79707

RE: White Falcon 16 Fed Com 11H; White Falcon 16 Fed Com 21H; White Falcon 16 Fed Com 22H

To Whom It May Concern,

In regards to the above referenced wells:

The revenue owners are identical. As defined in NMAC 19.15.12.7.B, identical ownership means leases or pools have the same working, royalty and overriding royalty owners in exactly the same percentages.

Regards,

A handwritten signature in black ink, appearing to read "S. Miller", written over a horizontal line.

Sean P. Miller, CPL | Landman, Midland Basin North | ConocoPhillips
O: 432-818-2371 | C: 713-907-7583 | 600 W Illinois, Midland, Texas 79701



Certificate of Analysis

Number: 6030-22030057-004A

Artesia Laboratory

200 E Main St.

Artesia, NM 88210

Phone 575-746-3481

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

Mar. 04, 2022

Station Name: White Falcon 16 Fed Com 11H
Station Number: 15009212
Station Location: COG
Sample Point: Meter run
Type of Sample: Spot-Cylinder
Heat Trace Used: N/A
Sampling Method: Fill and Purge
Sampling Company: COG
Routing ID: L48INVID
GL#: 702013

Sampled By: Cameron Rivera
Sample Of: Gas Spot
Sample Date: 03/02/2022 11:20
Sample Conditions: 1013.96 psig, @ 125.30 °F Ambient: 66 °F
Effective Date: 03/02/2022 11:20
Method: GPA-2261M
Cylinder No: 5030-01254
Instrument: 6030_GC6 (Inficon GC-3000 Micro)
Last Inst. Cal.: 02/28/2022 0:00 AM
Analyzed: 03/04/2022 09:13:04 by ERG

Analytical Data

Components	Un-normalized Mol %	Mol. %	Wt. %	GPM at 14.73 psia		
Hydrogen Sulfide	0.000	0.02000	0.029		GPM TOTAL C2+	8.109
Nitrogen	1.784	1.79007	2.130		GPM TOTAL C3+	4.357
Methane	68.727	68.94526	46.978		GPM TOTAL iC5+	0.546
Carbon Dioxide	0.705	0.70684	1.321			
Ethane	13.926	13.97057	17.843	3.752		
Propane	9.138	9.16715	17.170	2.536		
Iso-butane	1.075	1.07852	2.663	0.354		
n-Butane	2.898	2.90751	7.178	0.921		
Iso-pentane	0.507	0.50831	1.558	0.187		
n-Pentane	0.507	0.50901	1.560	0.185		
Hexanes Plus	0.396	0.39676	1.570	0.174		
	99.663	100.00000	100.000	8.109		

Calculated Physical Properties

Relative Density Real Gas	Total	C6+
	0.8163	3.2176
Calculated Molecular Weight	23.54	93.19
Compressibility Factor	0.9955	

GPA 2172 Calculation:

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

Real Gas Dry BTU	1375	5141
Water Sat. Gas Base BTU	1351	5052
Ideal, Gross HV - Dry at 14.73 psia	1368.5	5141.1
Ideal, Gross HV - Wet	1344.7	5051.6

Comments: H2S Field Content 200 ppm
Mcf/day 550

Hydrocarbon Laboratory Manager

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



Certificate of Analysis

Number: 6030-21110256-004A

Artesia Laboratory

200 E Main St.

Artesia, NM 88210

Phone 575-746-3481

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

Dec. 06, 2021

Station Name: White Falcon 16 Fed Com 21H
Station Number: 39022419
Station Location: COG
Sample Point: Meter Run
Type of Sample: Spot-Cylinder
Heat Trace Used: N/A
Sampling Method: Fill and Purge
Sampling Company: COG
Routing ID: L48INVID
GL#: 702013

Sampled By: Cory Heady
Sample Of: Gas Spot
Sample Date: 11/18/2021 12:40
Sample Conditions: 73.2 psig, @ 78.9 °F Ambient: 53 °F
Effective Date: 11/18/2021 12:40
Method: GPA-2261M
Cylinder No: 1111-003910
Instrument: 70142339 (Inficon GC-MicroFusion)
Last Inst. Cal.: 12/06/2021 0:00 AM
Analyzed: 12/06/2021 11:55:39 by ERG

Analytical Data

Components	Un-normalized Mol %	Mol. %	Wt. %	GPM at 14.73 psia		
Hydrogen Sulfide	0.000	0.00600	0.008		GPM TOTAL C2+	5.170
Nitrogen	20.437	20.69154	22.481		GPM TOTAL C3+	3.111
Methane	54.055	54.72918	34.053		GPM TOTAL iC5+	1.146
Carbon Dioxide	7.236	7.32661	12.506			
Ethane	7.579	7.67348	8.949	2.059		
Propane	4.368	4.42271	7.564	1.222		
Iso-butane	0.579	0.58663	1.322	0.193		
n-Butane	1.718	1.73903	3.920	0.550		
Iso-pentane	0.550	0.55717	1.559	0.204		
n-Pentane	0.675	0.68302	1.911	0.248		
Hexanes Plus	1.565	1.58463	5.727	0.694		
	98.762	100.00000	100.000	5.170		

Calculated Physical Properties

Relative Density Real Gas	Total	C6+
	0.8930	3.2176
Calculated Molecular Weight	25.78	93.19
Compressibility Factor	0.9966	

GPA 2172 Calculation:

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

Real Gas Dry BTU	1012	5141
Water Sat. Gas Base BTU	995	5052
Ideal, Gross HV - Dry at 14.73 psia	1009.0	5141.1
Ideal, Gross HV - Wet	991.4	5051.6

Comments: H2S Field Content 60 ppm

Hydrocarbon Laboratory Manager

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



Certificate of Analysis

Number: 6030-21110256-003A

Artesia Laboratory

200 E Main St.

Artesia, NM 88210

Phone 575-746-3481

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

Dec. 06, 2021

Station Name: White Falcon 16 Fed Com 22H
Station Number: 39022422
Station Location: COG
Sample Point: Meter Run
Type of Sample: Spot-Cylinder
Heat Trace Used: N/A
Sampling Method: Fill and Purge
Sampling Company: COG
Routing ID: L48INVID
GL#: 702013

Sampled By: Cory Heady
Sample Of: Gas Spot
Sample Date: 11/18/2021 12:53
Sample Conditions: 62.6 psig, @ 78.9 °F Ambient: 54 °F
Effective Date: 11/18/2021 12:53
Method: GPA-2261M
Cylinder No: 1111-002451
Instrument: 70142339 (Inficon GC-MicroFusion)
Last Inst. Cal.: 12/06/2021 0:00 AM
Analyzed: 12/06/2021 12:16:00 by ERG

Analytical Data

Components	Un-normalized Mol %	Mol. %	Wt. %	GPM at 14.73 psia		
Hydrogen Sulfide	0.000	0.01200	0.016		GPM TOTAL C2+	10.338
Nitrogen	1.286	1.27762	1.405		GPM TOTAL C3+	5.584
Methane	62.133	61.74702	38.893		GPM TOTAL iC5+	0.839
Carbon Dioxide	0.705	0.70082	1.211			
Ethane	17.794	17.68342	20.877	4.754		
Propane	12.235	12.15933	21.052	3.367		
Iso-butane	1.164	1.15707	2.641	0.381		
n-Butane	3.166	3.14674	7.181	0.997		
Iso-pentane	0.587	0.58296	1.651	0.214		
n-Pentane	0.654	0.64944	1.840	0.237		
Hexanes Plus	0.889	0.88358	3.233	0.388		
	100.613	100.00000	100.000	10.338		

Calculated Physical Properties

Relative Density Real Gas	Total	C6+
	0.8839	3.2176
Calculated Molecular Weight	25.47	93.19
Compressibility Factor	0.9945	

GPA 2172 Calculation:

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

Real Gas Dry BTU	1489	5141
Water Sat. Gas Base BTU	1464	5052
Ideal, Gross HV - Dry at 14.73 psia	1481.0	5141.1
Ideal, Gross HV - Wet	1455.2	5051.6

Comments: H2S Field Content 120 ppm

Hydrocarbon Laboratory Manager

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



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

New Mexico State Office
301 Dinosaur Trail
Santa Fe, New Mexico 87508
www.blm.gov/new-mexico



IN REPLY REFER TO:

NMNM138684
3105.2 (NM920)

FEB 25 2019

Reference:
Communitization Agreement
White Falcon 16 Federal Com #11H
Section 16: E2W2
Section 21: E2W2
T. 25 S., R. 35 E., N.M.P.M.
Lea County, NM

APT No.
30-025-43930

COG Operating LLC
600 W. Illinois Avenue
Midland, Texas 79701

To Whom It May Concern:

Enclosed is an approved copy of Communitization Agreement NMNM138684 involving 40 acres of Federal land in lease NMNM132952 and 40 acres of Federal land in lease NMNM112942, and 240 acres of State and Fee land, Lea County, New Mexico, which comprise a 320-acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the E2W2, Sec. 16 and E2W2, Sec. 21, T. 25 S., R. 35 E., NMPM, Lea County, NM, and is effective June 01, 2017. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases, which are committed hereto.

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

It is recognized that modifications to the Federal communitization agreement form to include

State of New Mexico Lands and references to the Land Commissioner in the language of this agreement have been submitted voluntarily by **COG Operating LLC** and that such language shall not adversely affect Federal lands or limit or alter the jurisdiction and responsibilities of the BLM Authorized Officer established by the Mineral Leasing Act of 1920, as amended, and regulations promulgated at 43 CFR 3100, 43 CFR 3160, or 43 CFR 3170.

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

If you have any questions regarding this approval, please contact James Glover, Geologist at (505) 954-2139 or Idu Opral C. Ijeoma (505) 954-2152.

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

Sincerely,



Sheila Mallory
Deputy State Director
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

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

NMOCD

NM (9200)

NM (P0220-CFO, File Room)

NMSO (NM925, File)

NM State Land Comm.

Determination - Approval - Certification

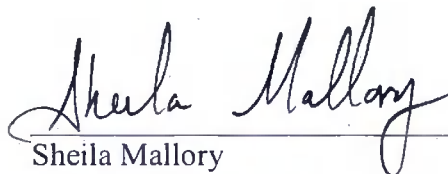
Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases, which are committed hereto.
- B. Approve the attached Communitization Agreement covering the E2W2, Sec. 16 and E2W2, Sec. 21, T. 25 S., R. 35 E., NMPM, as to all producible hydrocarbons from the Bone Springs formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Carlsbad Field Office pursuant to Item 9 of the approved Communitization Agreement.

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

Approved: **FEB 25 2019**



Sheila Mallory
Deputy State Director
Division of Minerals

Effective: June 01, 2017

Contract No.: Com. Agr. NMNMI38684

Determination - Approval - Certification


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

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases, which are committed hereto.
- B. Approve the attached Communitization Agreement covering the E2W2, Sec. 16, and the E2W2 Sec. 21, T. 25 S., R. 35 E., NMPM, as to all producible hydrocarbons from the Bone Springs formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Carlsbad Field Office pursuant to Item 9 of the approved Communitization Agreement.

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

Approved:



Sheila Mallory
Deputy State Director
Division of Minerals

Effective: June 01, 2017

Contract No.: Com. Agr. NMNM138685

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

COG Operating LLC
White Falcon 16 Federal Com Wells #21-22H
Vertical Extent: Wolfcamp
Township: 25 South, Range: 35 East, NMPM
Section 16 : E2W2
Section 21: E2W2
Lea County, New Mexico


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

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **19th Day of February, 2018**.




 COMMISSIONER OF PUBLIC LANDS
 of the State of New Mexico

RECEIVED

JAN 31 2019

WHITE FALCON 16 FEDERAL COM 21H, 22H

NM State Land Office
Oil, Gas, & Minerals Division

BLM, NMSO
SANTA FE

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:

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

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

containing **320** acres, more or less, and this agreement shall include only the **Wolfcamp formation** underlying said lands and the natural gas and associated liquid hydrocarbons (hereinafter referred to as "communitized substances") producible from such formation.

ONLINE version
February 2013

State/Fed/Fee

LEA COUNTY, NM
KEITH HANES, COUNTY CLERK
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BY WAYNE COLE

1

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.

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 is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is June 1, 2017 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

WHITE FALCON 16 FEDERAL COM 21H, 22H

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:

COG Operating LLC

By: 

Mark A. Carter

Attorney-In-Fact

MT
ST

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000039692
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WHITE FALCON 16 FEDERAL COM 21H, 22H

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ ss.
COUNTY OF MIDLAND §

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



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

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD:

COG OPERATING LLC

Date: _____

By: Mark A. Carter
Mark A. Carter, Attorney-In-Fact

COG ACREAGE LP

Date: _____

By: Mark A. Carter
Mark A. Carter, Attorney-In-Fact

EOG Y RESOURCES, INC.

Date: _____

Signature: Subject to compulsory pooling Order No. B-14495

Name: _____

Title: _____

EOG A RESOURCES, INC.

Date: _____

Signature: Subject to compulsory pooling Order No. B-14495

Name: _____

Title: _____

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000039692
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WHITE FALCON 16 FEDERAL COM 21H, 22H

EOG M RESOURCES, INC.

Date: _____

Signature: Subject to compulsory pooling Order No. A-14495

Name: _____

Title: _____

FUEL PRODUCTS, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

GAHR ENERGY COMPANY

Date: _____

Signature: _____

Name: _____

Title: _____

S.N.S. OIL & GAS PROPERTIES, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

APACHE CORPORATION

Date: _____

Signature: _____

Name: _____

Title: _____

CHISOS, LTD.

Date: _____

Signature: _____

Name: _____

Title: _____

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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BY WAYNE COLE

WHITE FALCON 16 FEDERAL COM 21H, 22H

EOG M RESOURCES, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

FUEL PRODUCTS, INC.

Date: 12/14/17

Signature: 

Name: Thomas M. Beall

Title: President

GAHR ENERGY COMPANY

Date: 12/14/17

Signature: 

Name: Jim Gahr

Title: President

S.N.S. OIL & GAS PROPERTIES, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

APACHE CORPORATION

Date: _____

Signature: _____

Name: _____

Title: _____

CHISOS, LTD.

Date: _____

Signature: _____

Name: _____

Title: _____

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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04/08/2019 11:02 AM
BY WAYNE COLE

WHITE FALCON 16 FEDERAL COM 21H, 22H

EOG M RESOURCES, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

FUEL PRODUCTS, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

GAHR ENERGY COMPANY

Date: _____

Signature: _____

Name: _____

Title: _____

S.N.S. OIL & GAS PROPERTIES, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

APACHE CORPORATION

Date: _____

Signature: _____

Name: _____

Title: _____

CHISOS, LTD.

Date: _____

Signature: _____

Name: _____

Title: _____

2018 FEB -6 AM 8:27

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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BY WAYNE COLE

WHITE FALCON 16 FEDERAL COM 21H, 22H

EOG M RESOURCES, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

FUEL PRODUCTS, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

GAHR ENERGY COMPANY

Date: _____

Signature: _____

Name: _____

Title: _____

S.N.S. OIL & GAS PROPERTIES, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

APACHE CORPORATION

Date: _____

Signature: Amy D. Lindsey

Name: Amy D. Lindsey

Title: Region Land Manager

Attorney in Fact
CHISOS, LTD.

Date: _____

Signature: _____

Name: _____

Title: _____

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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BY WAYNE COLE

WHITE FALCON 16 FEDERAL COM 21H, 22H

EOG M RESOURCES, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

FUEL PRODUCTS, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

GAHR ENERGY COMPANY

Date: _____

Signature: _____

Name: _____

Title: _____

S.N.S. OIL & GAS PROPERTIES, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

APACHE CORPORATION

Date: _____

Signature: _____

Name: _____

Title: _____

CHISOS, LTD.

Date: 8-9-17

Signature: 

Name: _____

Title: _____

LEA COUNTY, NM
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BY WAYNE COLE

WHITE FALCON 16 FEDERAL COM 21H, 22H

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 § ss.
COUNTY OF MIDLAND §

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



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

STATE OF TEXAS §
 § ss.
COUNTY OF MIDLAND §

This instrument was acknowledged before me on January 30, 2018 by Mark A. Carter, Attorney-In-Fact, of **COG Acreage LP**, a Texas Limited Partnership, on behalf of said limited partnership.



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

STATE OF _____ §
 § ss.
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2017, by _____, as _____ of _____, on behalf of same.

EOG Y Resources, Inc., a

Notary Public in and for the State of Texas

My Commission Expires

ACKNOWLEDGEMENTS cont.

STATE OF _____ §
COUNTY OF _____ § ss.
§

This instrument was acknowledged before me on _____, 2017, by
_____, as _____ of
EOG A Resources, Inc., a _____, on behalf of same.

Notary Public in and for the State of Texas

My Commission Expires

STATE OF _____ §
COUNTY OF _____ § ss.
§

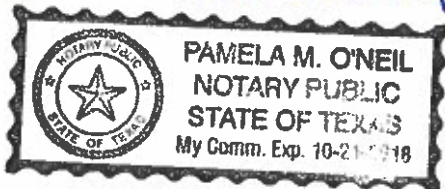
This instrument was acknowledged before me on _____, 2017, by
_____, as _____ of
EOG M Resources, Inc., a _____, on behalf of same.

Notary Public in and for the State of Texas

My Commission Expires

STATE OF Texas §
COUNTY OF Midland § ss.
§

This instrument was acknowledged before me on 14th day of December, 2017, by
Thomas M. Beall, as President of
Fuel Products, Inc., a New Mexico Corporation, on behalf of same.



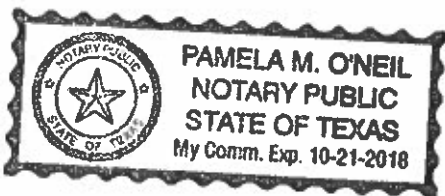
Pamela M O'Neil
Notary Public in and for the State of Texas

10/21/18
My Commission Expires

ACKNOWLEDGEMENTS cont.

STATE OF Texas §
COUNTY OF Midland § ss.
§

This instrument was acknowledged before me on 14th day of December, 2017, by
J. M. bahr, as President of
Gahr Energy Company, a Texas Corporation, on behalf of same.



Pamela M. O'Neil
Notary Public in and for the State of Texas
10/21/18
My Commission Expires

STATE OF _____ §
COUNTY OF _____ § ss.
§

This instrument was acknowledged before me on _____, 2017, by
_____, as _____ of
S.N.S. Oil & Gas Properties, Inc., a _____, on behalf of same.

Notary Public in and for the State of Texas

My Commission Expires

STATE OF _____ §
COUNTY OF _____ § ss.
§

This instrument was acknowledged before me on _____, 2017, by
_____, as _____ of
Apache Corporation, a _____, on behalf of same.

Notary Public in and for the State of Texas

My Commission Expires

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WHITE FALCON 16 FEDERAL COM 21H, 22H

ACKNOWLEDGEMENTS cont.

STATE OF _____ §
COUNTY OF _____ § ss.
§

This instrument was acknowledged before me on _____, 2017, by _____, as _____ of _____, on behalf of same.

Notary Public in and for the State of Texas

My Commission Expires

STATE OF Oklahoma §
COUNTY OF Carter § ss.
§

This instrument was acknowledged before me on September 14, 2017, by S. Neil Lison, as President of S.N.S. Oil & Gas Properties, Inc., an Oklahoma Corporation, on behalf of same.



Karen Wright
Notary Public in and for the State of Oklahoma

January 30, 2021
My Commission Expires

STATE OF _____ §
COUNTY OF _____ § ss.
§

This instrument was acknowledged before me on _____, 2017, by _____, as _____ of _____, on behalf of same.

Notary Public in and for the State of Texas

My Commission Expires

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WHITE FALCON 16 FEDERAL COM 21H, 22H

ACKNOWLEDGEMENTS cont.

STATE OF _____ §
§ ss.
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2017, by
_____, as _____ of
Gahr Energy Company, a _____, on behalf of same.

Notary Public in and for the State of Texas

My Commission Expires

STATE OF _____ §
§ ss.
COUNTY OF _____ §

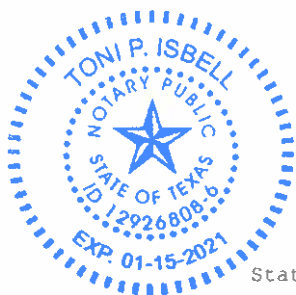
This instrument was acknowledged before me on _____, 2017, by
_____, as _____ of
S.N.S. Oil & Gas Properties, Inc., a _____, on behalf of same.

Notary Public in and for the State of Texas

My Commission Expires

STATE OF Texas §
§ ss.
COUNTY OF Midland §

This instrument was acknowledged before me on August 22, 2017, by
Amy D Lindsey, as Attorney in Fact of
Apache Corporation, a Delaware Corporation, on behalf of same.



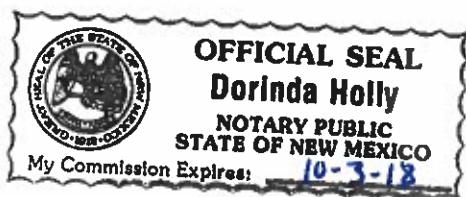
Toni P Isbell
Notary Public in and for the State of Texas

01-15-2021
My Commission Expires

ACKNOWLEDGEMENTS cont.

STATE OF New Mexico §
§ ss.
COUNTY OF Luna §

This instrument was acknowledged before me on 9th August, 2017, by
Sue Ann Craddock, as President of
Chisos, Ltd., a Texas Limited Partnership, on behalf of same.



Dorinda Holly
Notary Public in and for the State of Texas
10-3-18
My Commission Expires

2018 FEB -6 AM 8:27

WHITE FALCON 16 FEDERAL COM 21H, 22H

EXHIBIT A

Plat of communitized area covering the E/2 W/2 of Sections 16 and 21, T25S – R35E,
N.M.P.M., Lea County, New Mexico

White Falcon 16 Federal Com 21H, 22H

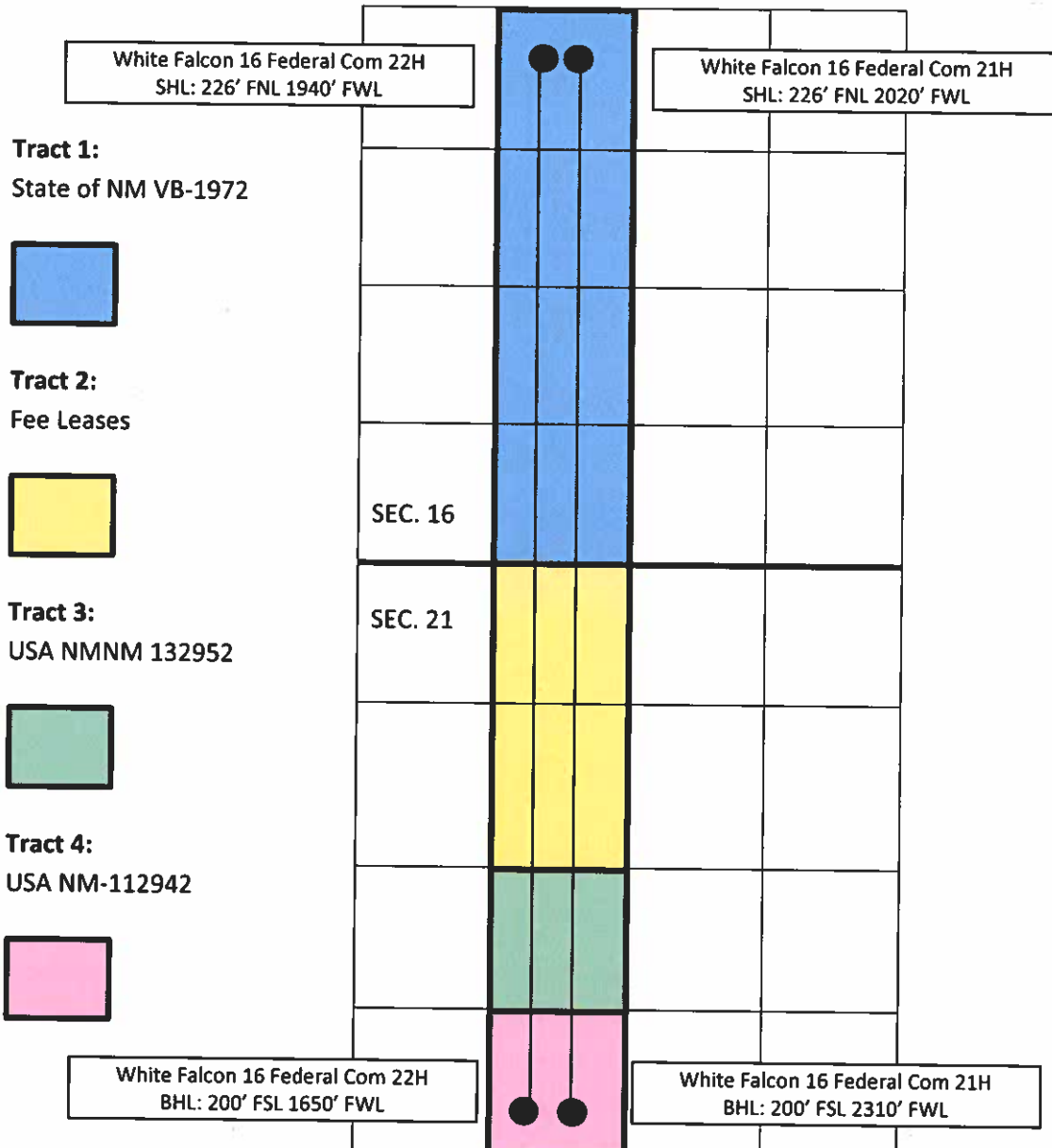


EXHIBIT B

Attached to and made a part of that Communitization Agreement dated June 1, 2017, covering the E/2 W/2 of Sections 16 and 21, T25S - R35E, N.M.P.M., Lea County, New Mexico

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

DESCRIPTION OF LEASES COMMITTED

TRACT NO. 1

Lease 1

Lessor: **State of New Mexico, VB-1972**
Original Lessee: **Yates Petroleum Corporation**
Current Lessee: **EOG Y Resources, Inc.**
Dated: **Effective January 1, 2011**
Lease Term: **5 years**
Royalty Rate: **18.75%**
Recording Data: **Not Recorded**
Land Description: **Insofar and only insofar as said lease covers the following tract of land**
Township 25 South, Range 35 East, N.M.P.M.
Section 16: E/2W/2
Lea County, New Mexico, containing 160.0 acres, more or less

WI Owner Names and Interests:

EOG Y Resources, Inc.	8.00000%
EOG A Resources, Inc.	2.66667%
EOG M Resources, Inc.	2.66667%
COG Operating LLC	82.50058%
Fuel Products, Inc.	1.38870%
Gahr Energy Company	1.38870%
S.N.S. Oil & Gas Properties, Inc.	1.38869%

ORRI Owners:

EOG Y Resources, Inc.	0.75000%
EOG A Resources, Inc.	0.25000%
EOG M Resources, Inc.	0.25000%
James Turbyfill	1.06250%
Thomas M. Beall	1.41667%
Gahr Ranch and Investments	1.38870%
S.N.S. Oil & Gas Properties, Inc.	1.38869%

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WHITE FALCON 16 FEDERAL COM 21H, 22H

TRACT NO. 2**Lease 2**

Lessor: Michael Freck, ssp.
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1688, Page 873, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Acreage LP 100.00000%
ORRI Owners: None

Lease 3

Lessor: Robert Freck, ssp.
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1688, Page 881, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Acreage LP 100.00000%
ORRI Owners: None

Lease 4

Lessor: William K. Hollis, ssp.
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1688, Page 889, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Acreage LP 100.00000%
ORRI Owners: None

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WHITE FALCON 16 FEDERAL COM 21H, 22H

Lease 5

Lessor: Karen Freck Rogerud, ssp.
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1688, Page 905, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Acreage LP 100.00000%
ORRI Owners: None

Lease 6

Lessor: Jerry Billington, ssp.
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1688, Page 913, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Acreage LP 100.00000%
ORRI Owners: None

Lease 7

Lessor: Ora Mae Davis, ssp.
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1688, Page 929, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Acreage LP 100.00000%
ORRI Owners: None

Lease 8

Lessor: Kenneth Medlin, ssp.
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1688, Page 945, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Acreage LP 100.00000%
ORRI Owners: None

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WHITE FALCON 16 FEDERAL COM 21H, 22H

Lease 9

Lessor: Shawn Freck, ssp.
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1688, Page 953, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Acreage LP 100.00000%
ORRI Owners: None

Lease 10

Lessor: Michael Hall Medlin, ssp.
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1688, Page 961, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Acreage LP 100.00000%
ORRI Owners: None

Lease 11

Lessor: Elliott-Hall Company
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: April 28, 2015
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1959, Page 914, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Operating LLC 100.00000%
ORRI Owners: None

Lease 12

Lessor: Elliott Industries Limited Partnership
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: April 28, 2015
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1959, Page 906, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Operating LLC 100.00000%
ORRI Owners: None

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Lease 13

Lessor: Beulah M. Baird Trust dated July 6, 1990, by
Norma Baird Loving and Weldon Baird as Co-Trustees
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 1, 2015
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1973, Page 674, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Operating LLC 100.00000%
ORRI Owners: None

Lease 14

Lessor: Jeanene Hollis Hall
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 4, 2015
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1964, Page 166, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Operating LLC 100.00000%
ORRI Owners: None

Lease 15

Lessor: Cross Border Resources, Inc.
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 15, 2015
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1978, Page 981, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Operating LLC 100.00000%
ORRI Owners: None

Lease 16

Lessor: Black Shale Minerals, LLC
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 15, 2015
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1988, Page 501, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Operating LLC 100.00000%
ORRI Owners: None

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WHITE FALCON 16 FEDERAL COM 21H, 22H

Lease 17

Lessor: Gary G. Davis
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: June 1, 2015
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1991, Page 372, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Operating LLC 100.00000%
ORRI Owners: None

Lease 18

Lessor: Leland E. Davis and Judith E. Davis, Co-Trustees
of the Lee and Judy Davis Revocable Trust
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: June 1, 2015
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1992, Page 945, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Operating LLC 100.00000%
ORRI Owners: None

TRACT NO. 3

Lease 19

Lessor: USA NMNM 132952
Original Lessee: Endurance Properties Inc.
Current Lessee: COG Operating LLC
Dated: October 1, 2014
Lease Term: 10 years
Royalty Rate: 12.5%
Recording Data: Book 1923, Page 832, Lea County Records, New Mexico
Land Description: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
Section 21: NE/4SW/4
Lea County, New Mexico, containing 40.0 acres, more or less
WI Owner Names and Interests: COG Operating LLC 100.00000%
ORRI Owners: None

RECORDER'S MEMORANDUM

At the time of recording, this instrument was found to be partially illegible. All blackouts, creases, streaks and white-outs were present at recording.

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WHITE FALCON 16 FEDERAL COM 21H, 22H

TRACT NO. 4

Lease 20

Lessor: USA NMNM 112942
Original Lessee: Daniel E. Gonzales
Current Lessee: COG Operating LLC
Dated: Effective January 1, 2005
Lease Term: 10 years
Royalty Rate: 12.5%
Recording Data: Book 2051, Page 511, Lea County Records, New Mexico
Land Description: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East N.M.P.M.
Section 21: SE/4SW/4
Lea County, New Mexico, containing 40.0 acres, more or less
WI Owner Names and Interests: COG Operating LLC 100.00000%
ORRI Owners: Robert Landreth 9.37500%
Scott W. Tanberg 3.12500%

RECAPITULATION

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

Determination - Approval - Certification

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

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases, which are committed hereto.
- B. Approve the attached Communitization Agreement covering the E2W2, Sec. 16 and E2W2, Sec. 21, T. 25 S., R. 35 E., NMPM, as to all producible hydrocarbons from the Bone Springs formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Carlsbad Field Office pursuant to Item 9 of the approved Communitization Agreement.

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

Approved: **FEB 25 2019**



Sheila Mallory
Deputy State Director
Division of Minerals

Effective: June 01, 2017

Contract No.: Com. Agr. NMNM138684

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

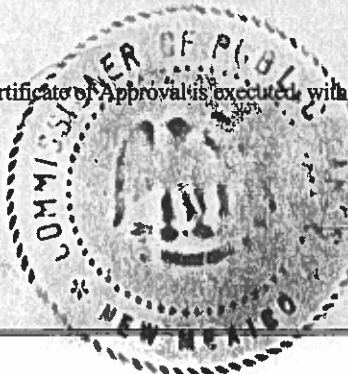
COG Operating LLC
White Falcon 16 Federal Com Well #11H
Vertical Extent: Bone Spring
Township: 25 South, Range: 35 East, NMPM
Section 16 : E2W2
Section 21: E2W2
Lea County, New Mexico

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

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

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

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



 COMMISSIONER OF PUBLIC LANDS
 of the State of New Mexico

**NM State Land Office
Oil, Gas, & Minerals Division**

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

ONLINE Version
COMMUNITIZATION AGREEMENT

Contract No. NmNm138684

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:

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

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

containing 320 acres, more or less, and this agreement shall include only the **Bone Spring formation** underlying said lands and the natural gas and associated liquid hydrocarbons (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.

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 is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is June 1, 2017 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

WHITE FALCON 16 FEDERAL COM 11H

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:

COG Operating LLC

By: 
 Mark A. Carter
 Attorney-In-Fact

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000039693
Book 2148 Page 758
9 of 29
04/08/2019 11:04 AM
BY WAYNE COLE

WHITE FALCON 16 FEDERAL COM 11H

ACKNOWLEDGEMENT

STATE OF TEXAS §
 § ss.
COUNTY OF MIDLAND §

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

Melissa L. Wint
Notary Public in and for the State of Texas
9-9-2017
My Commission Expires

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD:

COG OPERATING LLC

Date: _____

By: Mark A. Carter
Mark A. Carter, Attorney-In-Fact

COG ACREAGE LP

Date: _____

By: Mark A. Carter
Mark A. Carter, Attorney-In-Fact

EOG Y RESOURCES, INC.

Date: _____

Signature: Subject to compulsory pooling Order No. B-14497

Name: _____

Title: _____

EOG A RESOURCES, INC.

Date: _____

Signature: Subject to compulsory pooling Order No. B-14497

Name: _____

Title: _____

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000039693
Book 2148 Page 758
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04/08/2019 11:04 AM
BY WAYNE COLE

WHITE FALCON 16 FEDERAL COM 11H

EOG M RESOURCES, INC.

Date: _____

Signature: Subject to compulsory pooling Order No. R-14497

Name: _____

Title: _____

FUEL PRODUCTS, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

GAHR ENERGY COMPANY

Date: _____

Signature: _____

Name: _____

Title: _____

S.N.S. OIL & GAS PROPERTIES, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

APACHE CORPORATION

Date: _____

Signature: _____

Name: _____

Title: _____

CHISOS, LTD.

Date: _____

Signature: _____

Name: _____

Title: _____

2013 FEB -6 AM 8:22

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000039693
Book 2148 Page 758
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04/08/2019 11:04 AM
BY WAYNE COLE

WHITE FALCON 16 FEDERAL COM 11H

EOG M RESOURCES, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

FUEL PRODUCTS, INC.

Date: 12/14/17

Signature: 

Name: Thomas M. Beall

Title: President

GAHR ENERGY COMPANY

Date: 12/14/17

Signature: 

Name: J.M. Gahr

Title: President

S.N.S. OIL & GAS PROPERTIES, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

APACHE CORPORATION

Date: _____

Signature: _____

Name: _____

Title: _____

CHISOS, LTD.

Date: _____

Signature: _____

Name: _____

Title: _____

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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BY WAYNE COLE

WHITE FALCON 16 FEDERAL COM 11H

EOG M RESOURCES, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

FUEL PRODUCTS, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

GAHR ENERGY COMPANY

Date: _____

Signature: _____

Name: _____

Title: _____

S.N.S. OIL & GAS PROPERTIES, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

APACHE CORPORATION

Date: _____

Signature: _____

Name: _____

Title: _____

CHISOS, LTD.

Date: _____

Signature: _____

Name: _____

Title: _____

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LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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13 of 29
04/08/2019 11:04 AM
BY WAYNE COLE

WHITE FALCON 16 FEDERAL COM 11H

EOG M RESOURCES, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

FUEL PRODUCTS, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

GAHR ENERGY COMPANY

Date: _____

Signature: _____

Name: _____

Title: _____

S.N.S. OIL & GAS PROPERTIES, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

APACHE CORPORATION

Date: _____

Signature: Amy D. Lindsey

Name: Amy D. Lindsey

Title: Region Land Manager
Attorney in Fact

CHISOS, LTD.

Date: _____

Signature: _____

Name: _____

Title: _____

2019 FEB -6 AM 8:22

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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Book 2148 Page 758
14 of 29
04/08/2019 11:04 AM
BY WAYNE COLE

WHITE FALCON 16 FEDERAL COM 11H

EOG M RESOURCES, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

FUEL PRODUCTS, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

GAHR ENERGY COMPANY

Date: _____

Signature: _____

Name: _____

Title: _____

S.N.S. OIL & GAS PROPERTIES, INC.

Date: _____

Signature: _____

Name: _____

Title: _____

APACHE CORPORATION

Date: _____

Signature: _____

Name: _____

Title: _____

CHISOS, LTD.

Date: June 27, 2017

Signature: Sue Ann Craddock

Name: Sue Ann Craddock

Title: President

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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04/08/2019 11:04 AM
BY WAYNE COLE

WHITE FALCON 16 FEDERAL COM 11H

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 § ss.
COUNTY OF MIDLAND §

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



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

STATE OF TEXAS §
 § ss.
COUNTY OF MIDLAND §

This instrument was acknowledged before me on January 30, 2018 by Mark A. Carter, Attorney-In-Fact, of **COG Acreage LP**, a Texas Limited Partnership, on behalf of said limited partnership.



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

STATE OF _____ §
 § ss.
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2017, by _____, as _____ of **EOG Y Resources, Inc.**, a _____, on behalf of same.

Notary Public in and for the State of Texas

My Commission Expires

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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WHITE FALCON 16 FEDERAL COM 11H

ACKNOWLEDGEMENTS cont.

STATE OF _____ §
 § ss.
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2017, by
_____, as _____ of
EOG A Resources, Inc., a _____, on behalf of same.

Notary Public in and for the State of Texas

My Commission Expires

STATE OF _____ §
 § ss.
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2017, by
_____, as _____ of
EOG M Resources, Inc., a _____, on behalf of same.

Notary Public in and for the State of Texas

My Commission Expires

STATE OF _____ §
 § ss.
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2017, by
_____, as _____ of
Fuel Products, Inc., a _____, on behalf of same.

Notary Public in and for the State of Texas

My Commission Expires

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000039693
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BY WAYNE COLE

WHITE FALCON 16 FEDERAL COM 11H

ACKNOWLEDGEMENTS cont.

STATE OF _____ §
§ ss.
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2017, by
_____, as _____ of
EOG A Resources, Inc., a _____, on behalf of same.

Notary Public in and for the State of Texas

My Commission Expires

STATE OF _____ §
§ ss.
COUNTY OF _____ §

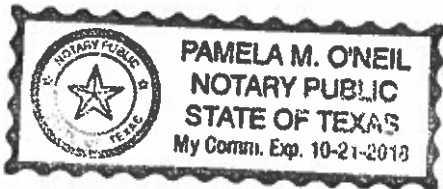
This instrument was acknowledged before me on _____, 2017, by
_____, as _____ of
EOG M Resources, Inc., a _____, on behalf of same.

Notary Public in and for the State of Texas

My Commission Expires

STATE OF Texas §
§ ss.
COUNTY OF Midland §

This instrument was acknowledged before me on 14th day of December, 2017, by
Thomas M. Beall, as President of
Fuel Products, Inc., a New Mexico Corporation, on behalf of same.



Pamela M. O'Neil
Notary Public in and for the State of Texas

10/21/18
My Commission Expires

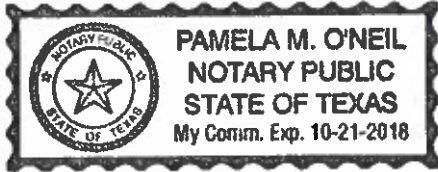
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BY WAYNE COLE

WHITE FALCON 16 FEDERAL COM 11H

ACKNOWLEDGEMENTS cont.

STATE OF Texas §
COUNTY OF Midland § ss.
§

This instrument was acknowledged before me on 14th day of December, 2017, by
J.M. Gahr, as President of
Gahr Energy Company, a Texas Corporation, on behalf of same.



Pamela M. O'Neil
Notary Public in and for the State of Texas
12/21/18
My Commission Expires

STATE OF _____ §
COUNTY OF _____ § ss.
§

This instrument was acknowledged before me on _____, 2017, by
_____, as _____ of
S.N.S. Oil & Gas Properties, Inc., a _____, on behalf of same.

Notary Public in and for the State of Texas

My Commission Expires

STATE OF _____ §
COUNTY OF _____ § ss.
§

This instrument was acknowledged before me on _____, 2017, by
_____, as _____ of
Apache Corporation, a _____, on behalf of same.

Notary Public in and for the State of Texas

My Commission Expires

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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BY WAYNE COLE

WHITE FALCON 16 FEDERAL COM 11H

ACKNOWLEDGEMENTS cont.

STATE OF _____ §
§ SS.
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2017, by
_____, as _____ of
Gahr Energy Company, a _____, on behalf of same.

Notary Public in and for the State of Texas

My Commission Expires

STATE OF Oklahoma §
§ SS.
COUNTY OF Carter §

This instrument was acknowledged before me on September 14, 2017, by
S. Neil Sisson, as President of
S.N.S. Oil & Gas Properties, Inc., an Oklahoma Corporation, on behalf of same.



Karen Wright
Notary Public in and for the State of Texas
January 30, 2021
My Commission Expires

STATE OF _____ §
§ SS.
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2017, by
_____, as _____ of
Apache Corporation, a _____, on behalf of same.

Notary Public in and for the State of Texas

My Commission Expires

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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ACKNOWLEDGEMENTS cont.

STATE OF _____ §
§ ss.
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2017, by
_____, as _____ of
Gahr Energy Company, a _____, on behalf of same.

Notary Public in and for the State of Texas

My Commission Expires

STATE OF _____ §
§ ss.
COUNTY OF _____ §

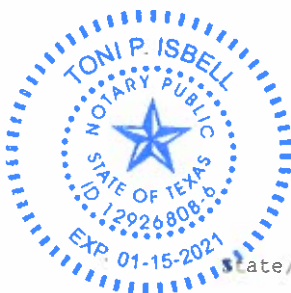
This instrument was acknowledged before me on _____, 2017, by
_____, as _____ of
S.N.S. Oil & Gas Properties, Inc., a _____, on behalf of same.

Notary Public in and for the State of Texas

My Commission Expires

STATE OF Texas §
§ ss.
COUNTY OF Midland §

This instrument was acknowledged before me on August 22, 2017, by
Amy D Lindsey, as Attorney in fact of
Apache Corporation, a Delaware Corporation, on behalf of same.



Toni P Isbell
Notary Public in and for the State of Texas

01-15-2021
My Commission Expires

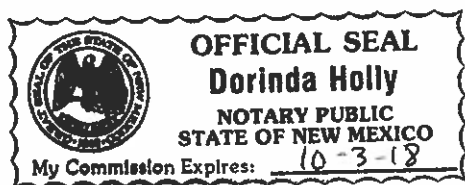
LEA COUNTY, NM
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BY WAYNE COLE

WHITE FALCON 16 FEDERAL COM 11H

ACKNOWLEDGEMENTS cont.

STATE OF New Mexico §
§ ss.
COUNTY OF Luna §

This instrument was acknowledged before me on June 27, 2017, by
Sue Ann Craddock, as President of
Chisos, Ltd., a Texas Limited Partnership on behalf of same.



Dorinda Holly
Notary Public in and for the State of Texas
10-3-18
My Commission Expires

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LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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EXHIBIT A

Plat of communitized area covering the E/2 W/2 of Sections 16 and 21, T25S – R35E,
N.M.P.M., Lea County, New Mexico

White Falcon 16 Federal Com 11H

Tract 1:
State of NM VB-1972



Tract 2:
Fee Leases



Tract 3:
USA NMNM 132952



Tract 4:
USA NM-112942

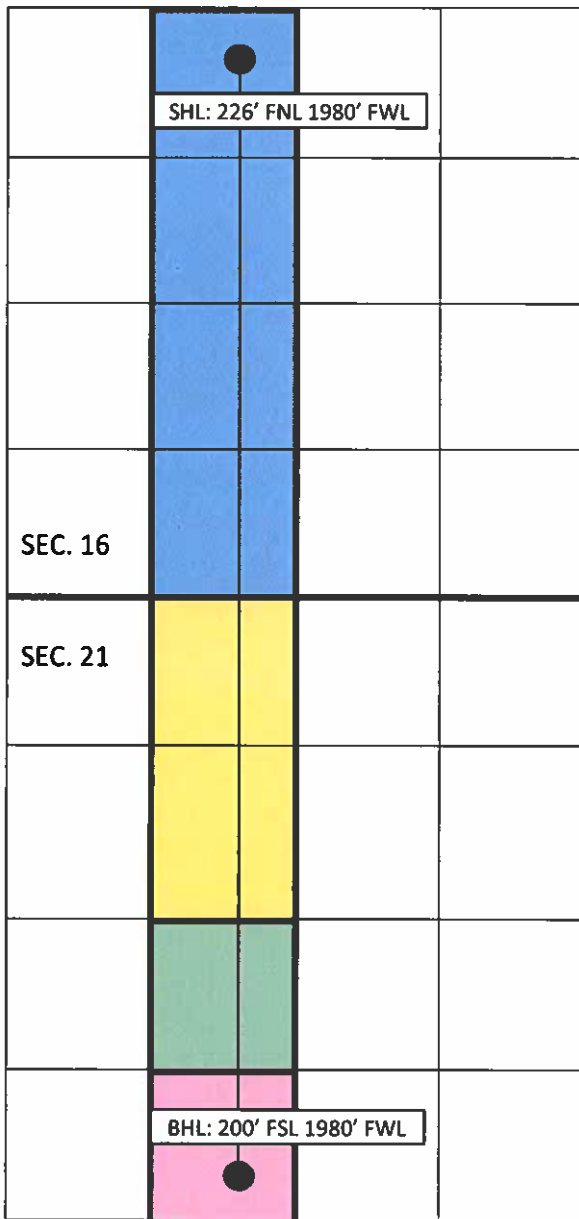


EXHIBIT B

Attached to and made a part of that Communitization Agreement dated June 1, 2017, covering the E/2 W/2 of Sections 16 and 21, T25S - R35E, N.M.P.M., Lea County, New Mexico

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

DESCRIPTION OF LEASES COMMITTED

TRACT NO. 1

Lease 1

Lessor: State of New Mexico, VB-1972
Original Lessee: Yates Petroleum Corporation
Current Lessee: EOG Y Resources, Inc.
Dated: Effective January 1, 2011
Lease Term: 5 years
Royalty Rate: 18.75%
Recording Data: Not Recorded
Land Description: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
Section 16: E/2W/2
Lea County, New Mexico, containing 160.0 acres, more or less

WI Owner Names and Interests:

EOG Y Resources, Inc.	8.00000%
EOG A Resources, Inc.	2.66667%
EOG M Resources, Inc.	2.66667%
COG Operating LLC	82.50058%
Fuel Products, Inc.	1.38870%
Gahr Energy Company	1.38870%
S.N.S. Oil & Gas Properties, Inc.	1.38869%

ORRI Owners:

EOG Y Resources, Inc.	0.75000%
EOG A Resources, Inc.	0.25000%
EOG M Resources, Inc.	0.25000%
James Turbyfill	1.06250%
Thomas M. Beall	1.41667%
Gahr Ranch and Investments	1.38870%
S.N.S. Oil & Gas Properties, Inc.	1.38869%

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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BY WAYNE COLE

WHITE FALCON 16 FEDERAL COM 11H

TRACT NO. 2**Lease 2**

Lessor: **Michael Freck, ssp.**
Original Lessee: **OGX Acreage Fund LP**
Current Lessee: **COG Acreage LP**
Dated: **July 1, 2010**
Lease Term: **3 years**
Royalty Rate: **25%**
Recording Data: **Book 1688, Page 873, Lea County Records, New Mexico**
Lands Covered: **Insofar and only insofar as said lease covers the following tract of land**
Township 25 South. Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: **COG Acreage LP 100.00000%**
ORRI Owners: **None**

Lease 3

Lessor: **Robert Freck, ssp.**
Original Lessee: **OGX Acreage Fund LP**
Current Lessee: **COG Acreage LP**
Dated: **July 1, 2010**
Lease Term: **3 years**
Royalty Rate: **25%**
Recording Data: **Book 1688, Page 881, Lea County Records, New Mexico**
Lands Covered: **Insofar and only insofar as said lease covers the following tract of land**
Township 25 South. Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: **COG Acreage LP 100.00000%**
ORRI Owners: **None**

Lease 4

Lessor: **William K. Hollis, ssp.**
Original Lessee: **OGX Acreage Fund LP**
Current Lessee: **COG Acreage LP**
Dated: **July 1, 2010**
Lease Term: **3 years**
Royalty Rate: **25%**
Recording Data: **Book 1688, Page 889, Lea County Records, New Mexico**
Lands Covered: **Insofar and only insofar as said lease covers the following tract of land**
Township 25 South. Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: **COG Acreage LP 100.00000%**
ORRI Owners: **None**

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LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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04/08/2019 11:04 AM
BY WAYNE COLE

WHITE FALCON 16 FEDERAL COM 11H

Lease 5

Lessor: Karen Freck Rogerud, ssp.
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1688, Page 905, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Acreage LP 100.00000%
ORRI Owners: None

Lease 6

Lessor: Jerry Billington, ssp.
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1688, Page 913, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Acreage LP 100.00000%
ORRI Owners: None

Lease 7

Lessor: Ora Mae Davis, ssp.
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1688, Page 929, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Acreage LP 100.00000%
ORRI Owners: None

Lease 8

Lessor: Kenneth Medlin, ssp.
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1688, Page 945, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Acreage LP 100.00000%
ORRI Owners: None

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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BY WAYNE COLE

WHITE FALCON 16 FEDERAL COM 11H

Lease 9

Lessor: Shawn Freck, ssp.
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1688, Page 953, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Acreage LP 100.00000%
ORRI Owners: None

Lease 10

Lessor: Michael Hall Medlin, ssp.
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Dated: July 1, 2010
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1688, Page 961, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Acreage LP 100.00000%
ORRI Owners: None

Lease 11

Lessor: Elliott-Hall Company
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: April 28, 2015
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1959, Page 914, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Operating LLC 100.00000%
ORRI Owners: None

Lease 12

Lessor: Elliott Industries Limited Partnership
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: April 28, 2015
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1959, Page 906, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Operating LLC 100.00000%
ORRI Owners: None

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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BY WAYNE COLE

WHITE FALCON 16 FEDERAL COM 11H

Lease 13

Lessor: Beulah M. Baird Trust dated July 6, 1990, by
Norma Baird Loving and Weldon Baird as Co-Trustees
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 1, 2015
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1973, Page 674, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Operating LLC 100.00000%
ORRI Owners: None

Lease 14

Lessor: Jeanene Hollis Hall
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 4, 2015
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1964, Page 166, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Operating LLC 100.00000%
ORRI Owners: None

Lease 15

Lessor: Cross Border Resources, Inc.
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 15, 2015
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1978, Page 981, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Operating LLC 100.00000%
ORRI Owners: None

Lease 16

Lessor: Black Shale Minerals, LLC
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: May 15, 2015
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1988, Page 501, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South. Range 35 East. N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Operating LLC 100.00000%
ORRI Owners: None

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Received by OCD: 11/29/2022 2:09:55 PM

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BY WAYNE COLE

WHITE FALCON 16 FEDERAL COM 11H

Lease 17

Lessor: Gary G. Davis
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: June 1, 2015
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1991, Page 372, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Operating LLC 100.00000%
ORRI Owners: None

Lease 18

Lessor: Leland E. Davis and Judith E. Davis, Co-Trustees
of the Lee and Judy Davis Revocable Trust
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Dated: June 1, 2015
Lease Term: 3 years
Royalty Rate: 25%
Recording Data: Book 1992, Page 945, Lea County Records, New Mexico
Lands Covered: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: E/2NW/4
Lea County, New Mexico, containing 80.0 acres, more or less
WI Owner Names and Interests: COG Operating LLC 100.00000%
ORRI Owners: None

TRACT NO. 3

Lease 19

Lessor: USA NMNM 132952
Original Lessee: Endurance Properties Inc.
Current Lessee: COG Operating LLC
Dated: October 1, 2014
Lease Term: 10 years
Royalty Rate: 12.5%
Recording Data: Book 1923, Page 832, Lea County Records, New Mexico
Land Description: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: NE/4SW/4
Lea County, New Mexico, containing 40.0 acres, more or less
WI Owner Names and Interests: COG Operating LLC 100.00000%
ORRI Owners: None

2019-6 AM 8:23
ONLINE version
February 2013

Released to Imaging: 12/13/2024 8:49:46 AM

LEA COUNTY, NM
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BY WAYNE COLE

WHITE FALCON 16 FEDERAL COM 11H

TRACT NO. 4

Lease 20

Lessor: USA NMNM 112942
Original Lessee: Daniel E. Gonzales
Current Lessee: COG Operating LLC
Dated: Effective January 1, 2005
Lease Term: 10 years
Royalty Rate: 12.5%
Recording Data: Book 2051, Page 511, Lea County Records, New Mexico
Land Description: Insofar and only insofar as said lease covers the following tract of land
Township 25 South, Range 35 East, N.M.P.M.
Section 21: SE/4SW/4
Lea County, New Mexico, containing 40.0 acres, more or less
WI Owner Names and Interests: COG Operating LLC 100.000000%
ORRI Owners: Robert Landreth 9.37500%
Scott W. Tanberg 3.12500%

RECORDER'S MEMORANDUM

At the time of recording, this instrument was found to be partially illegible. All blackouts, creases, streaks and white-outs were present at recording.

RECAPITULATION

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

2019 FEB -6 AM 8:23

From: [Barron, Jeanette](#)
To: [McClure, Dean, EMNRD](#)
Cc: [Lowe, Leonard, EMNRD](#)
Subject: [EXTERNAL] Re: [EXTERNAL]RE: Action ID: 162231; PLC-916
Date: Friday, December 6, 2024 2:44:24 PM
Attachments: [White Falcon 16 Fed Com - SLO Approval .pdf](#)
[White Falcon 16 Fed Com - BLM Approval .pdf](#)

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

Hello Dean,

Thanks for resending the email. I do not show ever receiving the first email. Please see attached approval from both agencies.

Hope you both have a great weekend!

Best Regards,

Jeanette

Please note my new cell number.

Jeanette Barron | Regulatory Coordinator, Delaware Basin NM | **ConocoPhillips**

O: 575-748-6974 | **C:** 575-909-2803 | 2208 W. Main Street, Artesia, New Mexico

Confidentiality Notice:

This e-mail, along with any attachments, may be proprietary, privileged, confidential, or otherwise legally exempt from disclosure, and it is intended exclusively for the individual or entity to which it is addressed. Any dissemination, copying, use of, or reliance upon such information by or to anyone other than addressee is prohibited. If you are not the named addressee, please notify the sender immediately by reply e-mail and delete all copies of this e-mail message and any attachments.

From: McClure, Dean, EMNRD <Dean.McClure@emnrd.nm.gov>
Sent: Friday, December 6, 2024 12:26 PM
To: Barron, Jeanette <Jeanette.Barron@conocophillips.com>
Cc: Lowe, Leonard, EMNRD <Leonard.Lowe@emnrd.nm.gov>
Subject: [EXTERNAL]RE: Action ID: 162231; PLC-916

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

Hello Jeanette,

Looking though my emails; I do not see a response to my inquiry below. Please provide a status update or reforward the email if it is lost in my emails.

Dean McClure

Petroleum Engineer, Oil Conservation Division

New Mexico Energy, Minerals and Natural Resources Department

(505) 469-8211

From: McClure, Dean, EMNRD
Sent: Saturday, September 30, 2023 10:49 AM
To: Barron, Jeanette <Jeanette.Barron@conocophillips.com>
Subject: Action ID: 162231; PLC-916

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

The Division is reviewing the following application:

Action ID	162231
Admin No.	PLC-916
Applicant	COG Operating, LLC (229137)
Title	White Falcon 16 Federal CTB
Sub. Date	11/29/2022

Please provide the following additional supplemental documents:

-

Please provide additional information regarding the following:

- Please confirm that the BLM and SLO were notified of this application.

Additional notes:

-

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

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

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

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

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

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



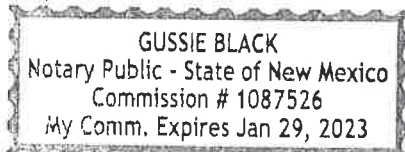
Publisher

Sworn and subscribed to before me this
4th day of December 2022.



Business Manager

My commission expires
January 29, 2023
(Seal)



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

LEGAL	LEGAL
LEGAL NOTICE December 4, 2022	
<p>COG Operating LLC (COG), 2208 West Main Street, Artesia, New Mexico, 88210, is seeking administrative approval from the New Mexico Oil Conservation Division to commingle the oil and gas production from the White Falcon 16 State Com 12H, 23H, 24H & White Falcon 16 St 13H wells. Said wells are located in Section 16, Township 25 South, Range 35 East, Lea County, New Mexico. The Central Tank Battery (CTB) where production will be commingled is located in Ut D, Section 16-T25S-R35E, Lea County, New Mexico. In the event oil production at the CTB is over capacity or in the case of battery or pipeline repairs, COG is also seeking administrative approval for off-lease measurement at either the Red Hills Off-load Station in Unit O, Section 4-T26S-R32E or the Jal Off-load Station in Unit D, Section 4-T26S-R37E, Lea County, NM. Any interested party who has an objection to this must give notice in writing to the Oil Conservation Division, 1220 South Saint Francis Street, Santa Fe, New Mexico, 87505, within ten (10) days of this notice. Any interested party with questions or comments may contact Sean Miller (432) 818-2371 Sean.miller@conocophillips.com at COG Operating LLC, 600 West Illinois, Midland, Texas 79701. #00273644</p>	

67116810

00273644

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



MAILED
11/6/22

From: [McClure, Dean, EMNRD](#) on behalf of [Engineer, OCD, EMNRD](#)
To: [Barron, Jeanette](#)
Cc: [McClure, Dean, EMNRD](#); [Lowe, Leonard, EMNRD](#); [Kautz, Paul, EMNRD](#); [Wrinkle, Justin, EMNRD](#); [Powell, Brandon, EMNRD](#); [Paradis, Kyle O](#); [Walls, Christopher](#); [Lamkin, Baylen L](#)
Subject: Approved Administrative Order PLC-916
Date: Friday, December 13, 2024 8:37:33 AM
Attachments: [PLC916 Order.pdf](#)

NMOCD has issued Administrative Order PLC-916 which authorizes COG Operating, LLC (229137) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-43930	White Falcon 16 Federal Com #11H	E/2 W/2	16-25S-35E	97088
		E/2 W/2	21-25S-35E	
30-025-43931	White Falcon 16 Federal Com #21H	E/2 W/2	16-25S-35E	17980
		E/2 W/2	21-25S-35E	
30-025-43932	White Falcon 16 Federal Com #22H	E/2 W/2	16-25S-35E	17980
		E/2 W/2	21-25S-35E	

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

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

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

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
WHITE FALCON	21H	3002543931	NMNM112942	NMNM112942	COG
WHITE FALCON	22H	3002543932	NMNM112942	NMNM112942	COG
WHITE FALCON	11H	3002543930	NMNM112942	NMNM112942	COG

Notice of Intent

Sundry ID: 2704785

Type of Submission: Notice of Intent

Date Sundry Submitted: 11/29/2022

Date proposed operation will begin: 11/29/2022

Type of Action: Commingling (Surface)

Time Sundry Submitted: 11:06

Procedure Description: White Falcon 16 Fed Com 11H, 21H & 22H Surface Commingle

Surface Disturbance

Is any additional surface disturbance proposed?: No

NOI Attachments

Procedure Description

White_Falcon_16_Fed_Com___BLM_Application_20221129110458.pdf

Conditions of Approval

Specialist Review

Surface_Commingling_COA_20230114220505.pdf

Operator

I certify that the foregoing is true and correct. Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction. Electronic submission of Sundry Notices through this system satisfies regulations requiring a

Operator Electronic Signature: JEANETTE BARRON

Signed on: NOV 29, 2022 11:05 AM

Name: COG OPERATING LLC

Title: Regulatory Technician II

Street Address: 2208 W MAIN STREET

City: ARTESIA

State: NM

Phone: (575) 748-6974

Email address: JEANETTE.BARRON@CONOCOPHILLIPS.COM

Field

Representative Name:

Street Address:

City:

State:

Zip:

Phone:

Email address:

BLM Point of Contact

BLM POC Name: Jonathon W Shepard

BLM POC Title: Petroleum Engineer

BLM POC Phone: 5752345972

BLM POC Email Address: jshepard@blm.gov

Disposition: Approved

Disposition Date: 01/14/2023

Signature: Jonathon Shepard



Stephanie Garcia Richard
COMMISSIONER

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

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

November 14, 2023

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

Re: Application for Pool Commingling Approval
Wells approved for Pool Commingling
White Falcon 16 Federal Com #011H and Others (**All wells on attached sheet**)
POOLS: [97088] WC-025 G-08 S253534O; Bone Spring
[17980] Dogie Draw; Wolfcamp
Lea County, New Mexico

Dear Ms. Barron,

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

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

Our approval

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

If you have any questions or if we may be of further assistance, please contact Baylen Lamkin at 505.827.6628 or blamkin@slo.state.nm.us.

Respectfully,

A handwritten signature in black ink, appearing to read "S. Garcia Richard", is written over a horizontal line.

Stephanie Garcia Richard
Commissioner of Public Lands

SGR/bl

cc: OCD – Mr. Dean McClure
NMBLM – Mr. Kyle Paradis, Mr. Chris Walls
OGMD and Units Reader Files

API	Well Name	Well Number	Type	Mineral Owner	Surface Owner	Status	Unit Letter	Section	Township	Range	OCD Unit Letter	Last Production	Spud Date	Plugged On	Current Operator
30-025-43930	WHITE FALCON 16 FEDERAL COM	#011H	Oil	Federal	State	Active	C	16 25S	35E	C		Sep-23	10/25/2017		[229137] COG OPERATING LLC
30-025-43931	WHITE FALCON 16 FEDERAL COM	#021H	Oil	Federal	State	Active	C	16 25S	35E	C		Sep-23	11/14/2017		[229137] COG OPERATING LLC
30-025-43932	WHITE FALCON 16 FEDERAL COM	#022H	Oil	Federal	State	Active	C	16 25S	35E	C		Sep-23	10/4/2017		[229137] COG OPERATING LLC

Pool
[97088] WC-
025 G-08
SZ53534O;
Bone Spring
[17980] Dogie
Draw;
Wolfcamp

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

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

ORDER NO. PLC-916

ORDER

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

FINDINGS OF FACT

1. COG Operating, LLC (“Applicant”) submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells as described in Exhibit A (“Application”).
2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
3. Applicant submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7 B. NMAC.
4. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
5. Applicant certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.

CONCLUSIONS OF LAW

6. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.
7. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10 A.(2) NMAC, 19.15.12.10 C.(4)(c) NMAC, and 19.15.12.10 C.(4)(e) NMAC, as applicable.
8. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9 A.(5) NMAC and 19.15.23.9 A.(6) NMAC, as applicable.
9. Applicant’s proposed method of allocation, as modified herein, complies with 19.15.12.10 B.(1) NMAC or 19.15.12.10 C.(1) NMAC, as applicable.

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

ORDER

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

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

2. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
3. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
4. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8 B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8 E. NMAC.
5. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10 C.(2) NMAC.
6. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
7. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
8. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
9. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**

A handwritten signature in blue ink, appearing to read "G. Razatos", is positioned above a horizontal line.

**GERASIMOS RAZATOS
DIRECTOR (ACTING)**

DATE: 12/12/2024

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **PLC-916**

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

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

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

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

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

Central Tank Battery: **Jal Offload Station**

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

Gas Title Transfer Meter Location: **UL C, Section 16, Township 25 South, Range 35 East**

Pools

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

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Wolfcamp NMNM 105727725 (138685)	E/2 W/2	16-25S-35E
	E/2 W/2	21-25S-35E
CA Bone Spring NMNM 105727724 (138684)	E/2 W/2	16-25S-35E
	E/2 W/2	21-25S-35E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-43930	White Falcon 16 Federal Com #11H	E/2 W/2	16-25S-35E	97088
		E/2 W/2	21-25S-35E	
30-025-43931	White Falcon 16 Federal Com #21H	E/2 W/2	16-25S-35E	17980
		E/2 W/2	21-25S-35E	
30-025-43932	White Falcon 16 Federal Com #22H	E/2 W/2	16-25S-35E	17980
		E/2 W/2	21-25S-35E	

Sante Fe Main Office
Phone: (505) 476-3441

General Information
Phone: (505) 629-6116

Online Phone Directory
<https://www.emnrd.nm.gov/oed/contact-us>

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

CONDITIONS

Action 162231

CONDITIONS

Operator: COG OPERATING LLC 600 W Illinois Ave Midland, TX 79701	OGRID: 229137
	Action Number: 162231
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please email us at OCD.Engineer@emnrd.nm.gov .	12/13/2024