



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

January 5, 2023

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

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

Dear Mr. McClure,

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

Eider 23 Fed Com 703H
API# 30-025-49284
WC-025 G-08 S234213C; Wolfcamp
Ut. C, Sec.23-T24S-R32E
Lea County, NM

Eider 23 Fed Com 704H
API# 30-025-49285
WC-025 G-08 S234213C; Wolfcamp
Ut. B, Sec.23-T24S-R32E
Lea County, NM

Eider 23 Fed Com 705H
API# 30-025-49286
WC-025 G-08 S234213C; Wolfcamp
Ut. C, Sec.23-T24S-R32E
Lea County, NM

Oil Production:

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

Notifications have been sent to all working interest owners

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

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

Sincerely,

Jeanette Barron

Jeanette Barron
Regulatory Coordinator

Revised March 23, 2017

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

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



ADMINISTRATIVE APPLICATION CHECKLIST

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

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

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

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

A. Location – Spacing Unit – Simultaneous Dedication

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

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

[I] Commingling – Storage – Measurement

☐ DHC ☐ CTB ☐ PLC ☐ PC ☐ OLS ☐ OLM

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

☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR

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

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

FOR OCD ONLY

- ☐ Notice Complete
☐ Application Content Complete

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

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

01.05.23

Date

 Print or Type Name

 Phone Number

Jeanette Barron

Signature

 e-mail Address

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

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B
Revised August 1, 2011

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

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

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

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

LEASE TYPE: ☐ Fee ☐ State ☒ Federal

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

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

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

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

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

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

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

- (1) Complete Sections A and E.

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

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

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

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

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

SIGNATURE: Jeanette Barron TITLE: Regulatory Coordinator DATE: 01.05.23

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
511 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 30-025-49284	Pool Code 98309	Pool Name WC-025 G-08 S243213C; WOLFCAMP
Property Code 331332	Property Name EIDER 23 FEDERAL COM	Well Number 703H
OGRID No. 217955	Operator Name COG PRODUCTION, LLC	Elevation 3575.2'

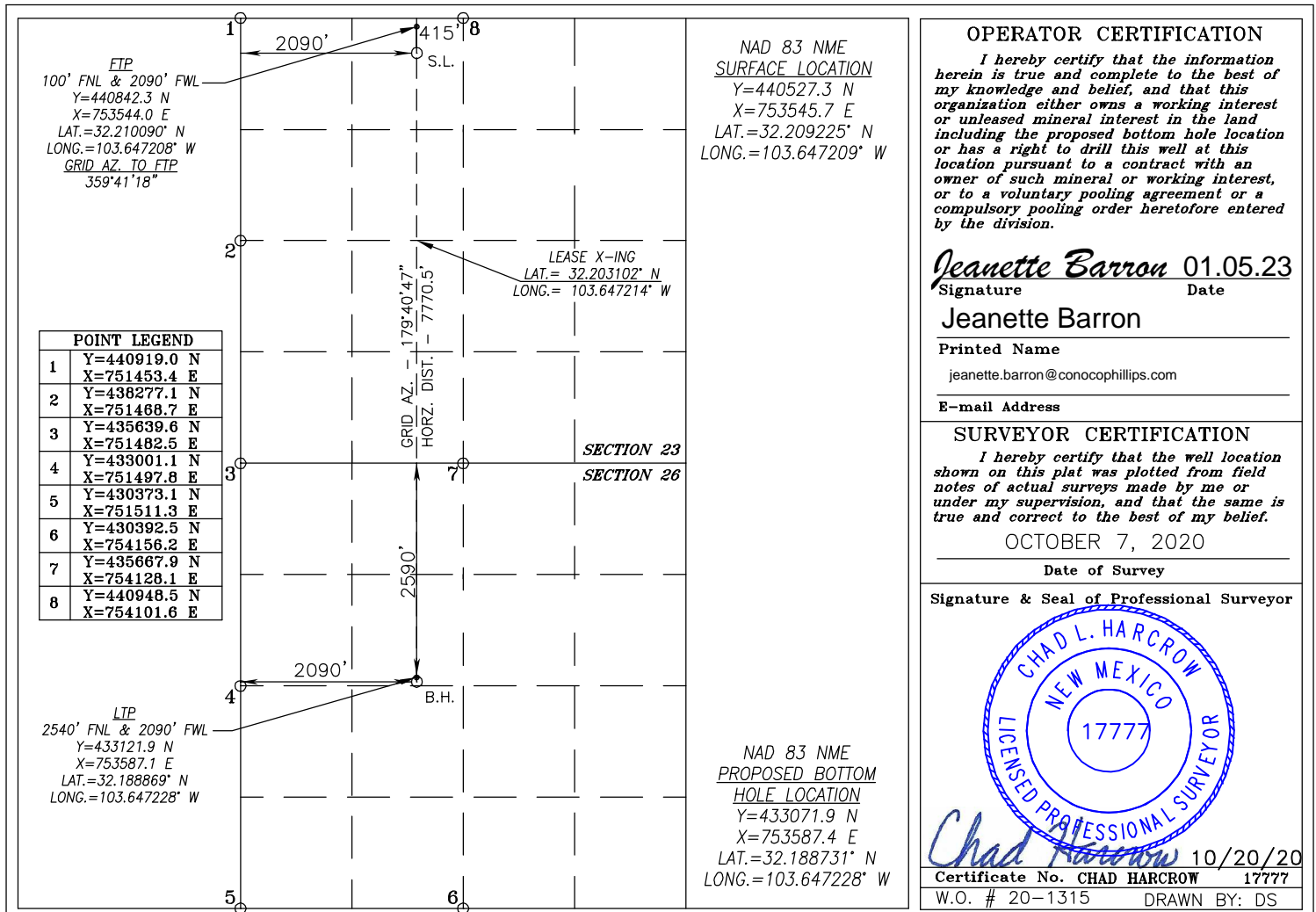
Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	23	24-S	32-E		415	NORTH	2090	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
F	26	24-S	32-E		2590	NORTH	2090	WEST	LEA
Dedicated Acres 480	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



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WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-49285	Pool Code 98309	Pool Name WC-025 G-08 S243213C;WOLFCAMP
Property Code 331332	Property Name EIDER 23 FEDERAL COM	Well Number 704H
OGRID No. 217955	Operator Name COG PRODUCTION, LLC	Elevation 3575.4'

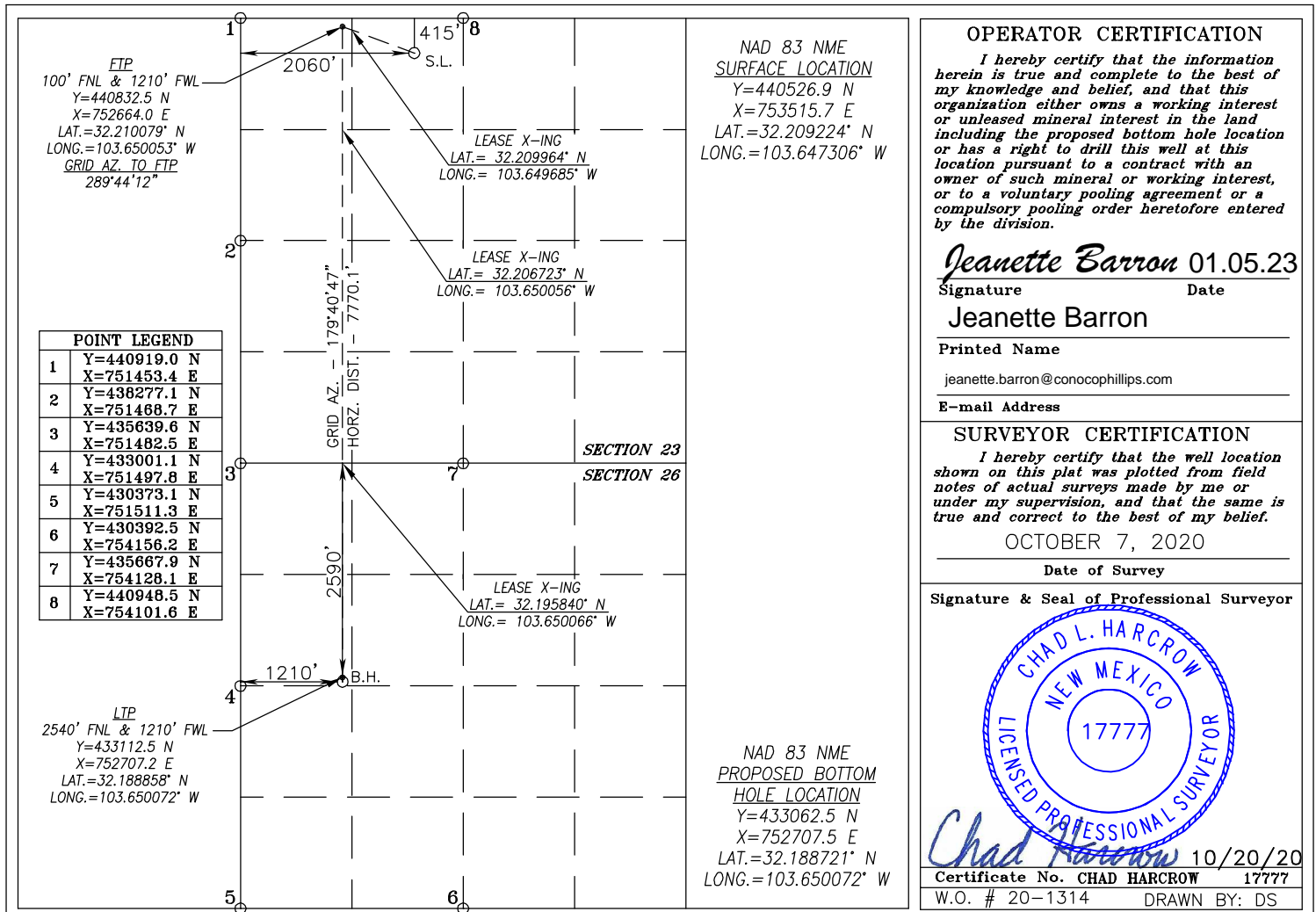
Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	23	24-S	32-E		415	NORTH	2060	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
E	26	24-S	32-E		2590	NORTH	1210	WEST	LEA
Dedicated Acres 480	Joint or Infill	Consolidation Code	Order No.						

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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-49286	Pool Code 98309	Pool Name WC-025 G-08 S243213C;WOLFCAMP
Property Code 331332	Property Name EIDER 23 FEDERAL COM	Well Number 705H
OGRID No. 217955	Operator Name COG PRODUCTION, LLC	Elevation 3575.4'

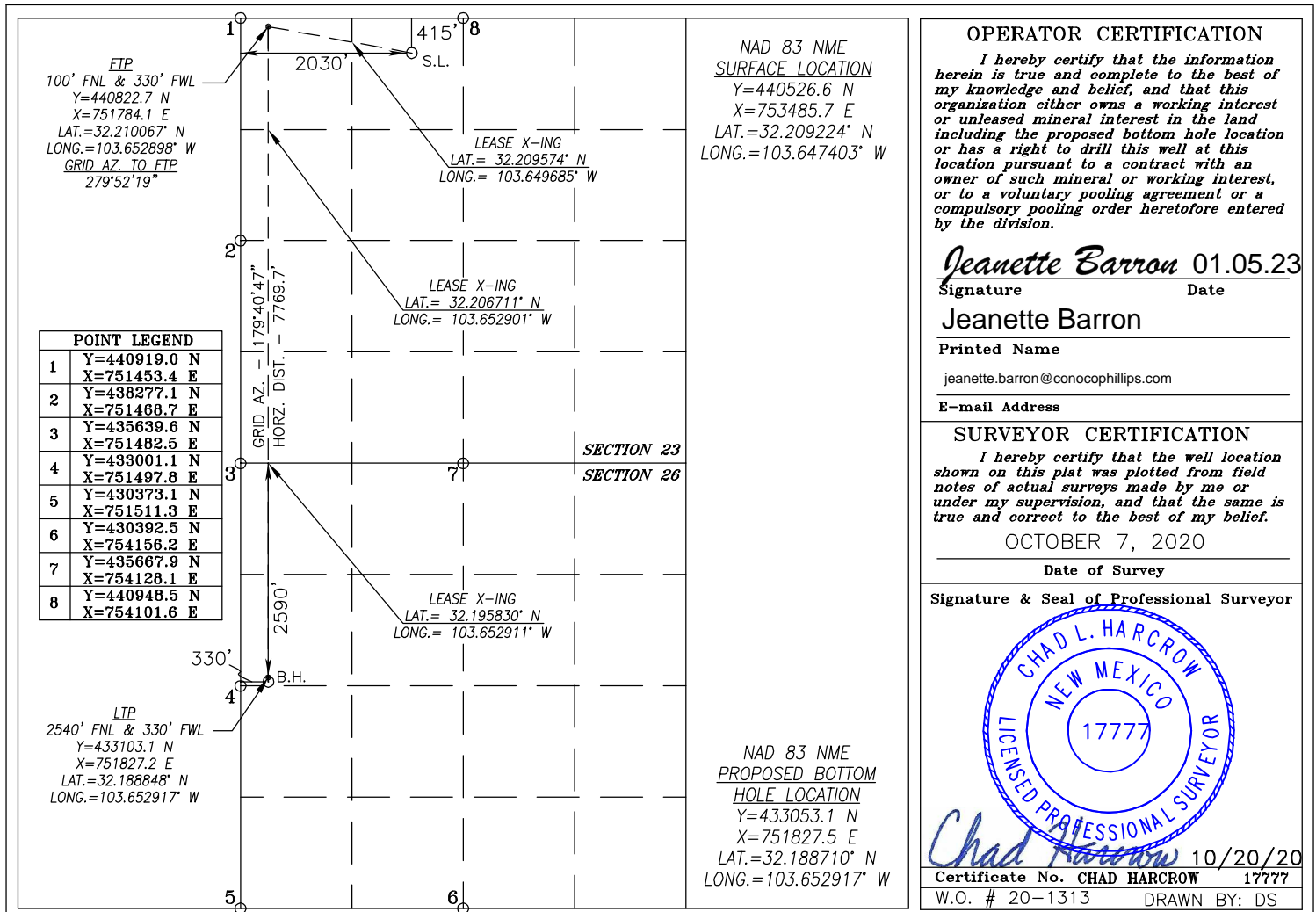
Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	23	24-S	32-E		415	NORTH	2030	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
E	26	24-S	32-E		2590	NORTH	330	WEST	LEA
Dedicated Acres 480	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





EIDER FEDERAL 23 C CTB
SECTION 23, T24S, R32E, UNIT C
COORDS: 32.207772, -103.646094
LEA COUNTY, NM

WELLS:
EIDER FEDERAL COM #602H: 30-025-46379
EIDER FEDERAL COM #702H: 30-025-46381
EIDER FEDERAL COM #703H: 30-025-49284
EIDER FEDERAL COM #704H: 30-025-49285
EIDER FEDERAL COM #705H: 30-025-49286

Royalty Free Fuel Usage:

() Compressors
(2) Heater Treater

Estimated Total Usage: ___ mcf/day

***Fuel Usage is based off of the
COP L48 Fuel Calculated Fuel Use
Formulas***

METERS

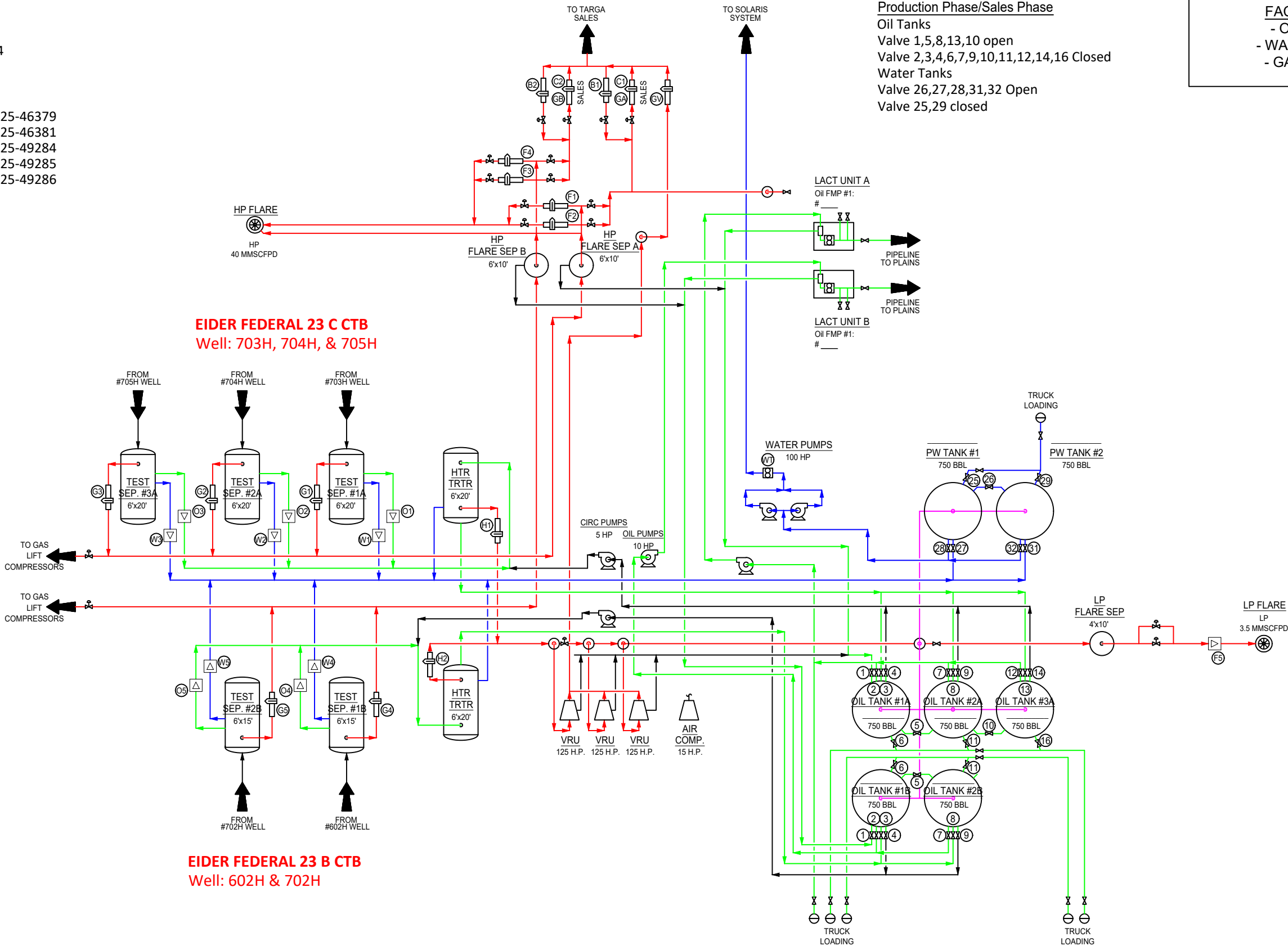
(O1) Tester #1A Oil Meter # _____
(G1) Tester #1A Gas Meter # _____
(W1) Tester #1A Water Meter # _____
(O2) Tester #2A Oil Meter # _____
(G2) Tester #2A Gas Meter # _____
(W2) Tester #2A Water Meter # _____
(O3) Tester #3A Oil Meter # _____
(G3) Tester #3A Gas Meter # _____
(W3) Tester #3A Water Meter # _____

METERS

(O4) Tester #1B Oil Meter # _____
(G4) Tester #1B Gas Meter # _____
(W4) Tester #1B Water Meter # _____
(O5) Tester #2B Oil Meter # _____
(G5) Tester #2B Gas Meter # _____
(W5) Tester #2B Water Meter # _____

METERS

(F1) HP Flare Gas Meter # _____
(F2) HP Flare Gas Meter # _____
(F3) HP Flare Gas Meter # _____
(F4) HP Flare Gas Meter # _____
(F5) LP Flare Gas Meter # _____
(GV) VRU Gas Meter # _____
(WT) Water Transfer Meter # _____
(C1) Check Gas Meter # _____
(GA) FMP Gas Sales Meter #1 # _____
(B1) Gas By Back Meter # _____
(C2) Check Gas Meter # _____
(GB) FMP Gas Sales Meter #2 # _____
(B2) Gas By Back Meter # _____
(H1) Heater Flash Gas Meter # _____
(H2) Heater Flash Gas Meter # _____



Production Phase/Sales Phase
Oil Tanks
Valve 1,5,8,13,10 open
Valve 2,3,4,6,7,9,10,11,12,14,16 Closed
Water Tanks
Valve 26,27,28,31,32 Open
Valve 25,29 closed

FACILITY VOLUME
- OIL: 12,000 BPD
- WATER: 25,000 BPD
- GAS: 40 MMSCFD

NOTES:

Type of Facility: Federal
Lease #: _____
CA #: _____
NMOCD Property Code: 326116
NMOCD OGRID #: 217955

Site Diagram Legend

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

CONFIDENTIALITY NOTICE

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

REFERENCE DRAWINGS

NO.	TITLE
A	02/17/22 ISSUED FOR PRELIM
B	12/01/22 REVISED PER WELL NUMBERS
COG PRODUCTION LLC SITE SECURITY PLANS LOCATED AT:	
ONE CONCHO CENTER 600 WEST ILLINOIS AVENUE MIDLAND, TEXAS 79701	

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHK.	APP.
A	02/17/22	ISSUED FOR PRELIM	JS	CB	CB
B	12/01/22	REVISED PER WELL NUMBERS	JS	CB	CB

ENGINEERING RECORD

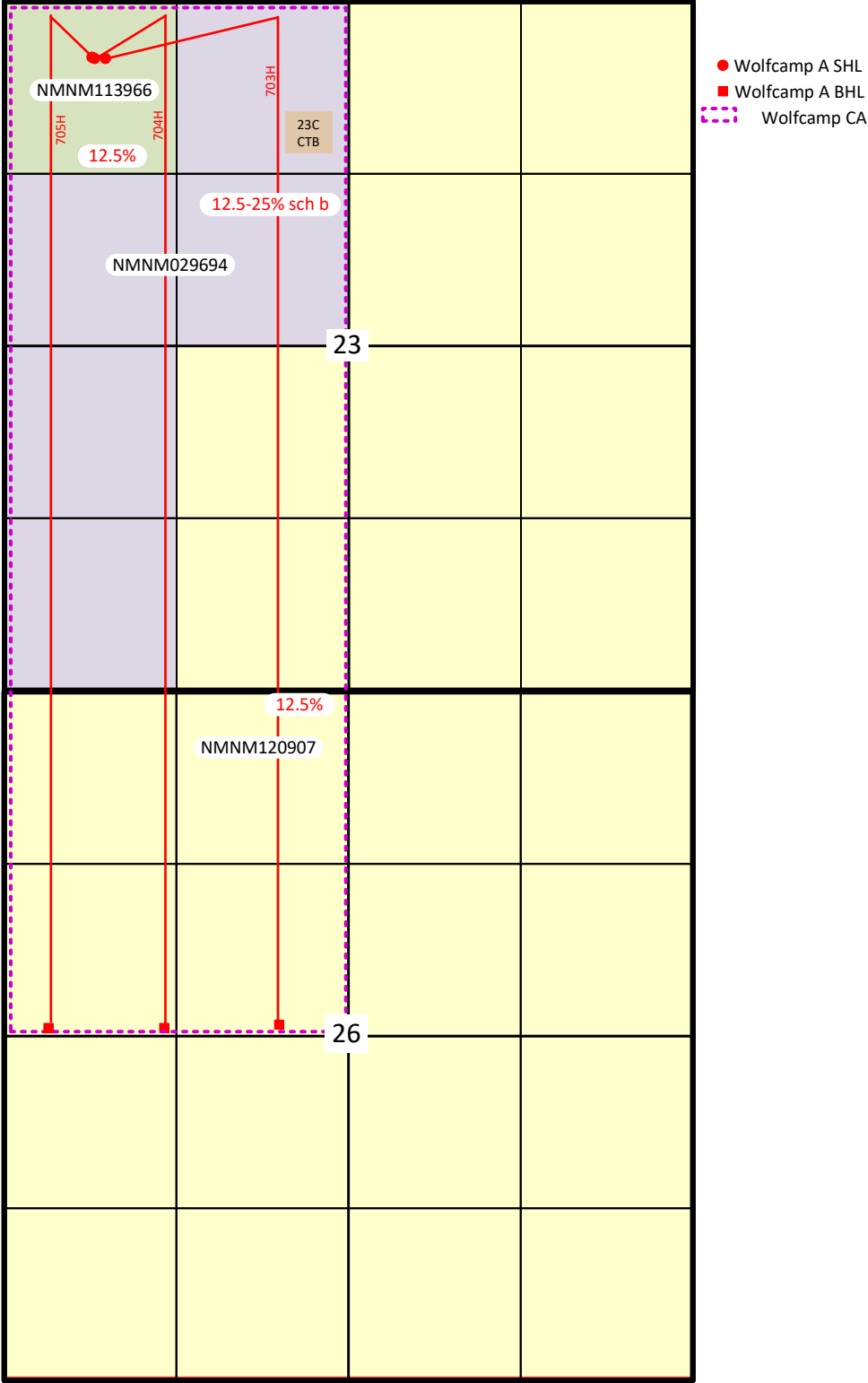
BY	DATE
JS	02/17/22
DES:	
CHK:	
APP:	
AFE NO:	
FACIL ENGR:	C. Blair
OPER ENGR:	
SCALE:	NONE



DELAWARE BASIN EAST ASSET
PRODUCTION FACILITIES
SITE FACILITY DIAGRAM
EIDER FEDERAL 23 C CTB

LEA COUNTY
TWN5HP/RANGE
DWG NO.
EiderFed23CCTB
NEW MEXICO
REV B

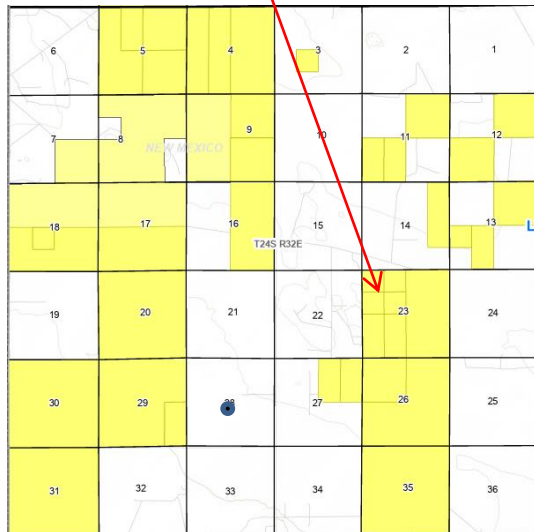
Eider Federal Wells



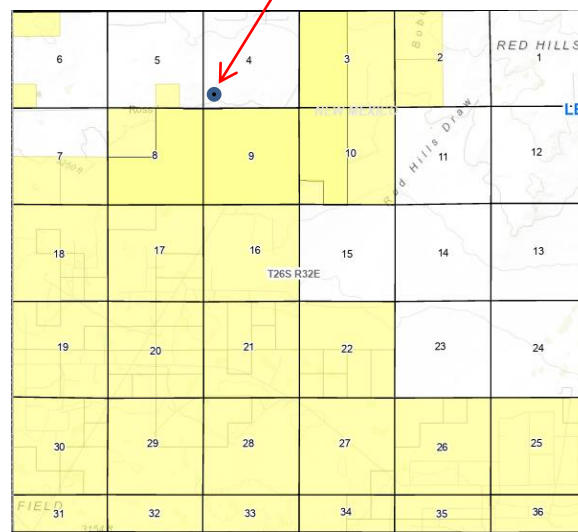
Sec. 23, 26, 35-T24S-R32E
Lea County, NM

Eider 23 Fed Com 703H - 705H & Red Hills and Jal Offload Station Map

**Eider 23 Fed Com 703H - 705H
Lea County, NM**



**Red Hills Offload Station
Lea County, NM**



**Jal Offload Station
Lea County, NM**



R
3
2
E

14

15

GAS LINE
174.2'

FLOWLINE
154.2'

EIDER FEDERAL 23 C CTB

23



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

Eider 23 Fed Com 703H-705H							
<i>Date Sent</i>	<i>Initials</i>	<i>Name</i>	<i>Address</i>	<i>City</i>	<i>State</i>	<i>ZipCode</i>	<i>Certified Return Receipt No.</i>
01.05.23	JB	McAnso, LLC	PO Box 51407	Midland	TX	79710	7020 3160 0001 0978 9306
01.05.23	JB	Robert B Porter Jr	PO Box 10392	Midland	TX	79710	7020 3160 0001 0978 9313
01.05.23	JB	BLM	414 West Taylor	Hobbs	NM	88240	7020 3160 0001 0978 9320

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st day of July, 2021**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

Township 24 South, Range 32 East, N.M.P.M.**Section 23: W/2,****Section 26: NW/4,****Lea County, New Mexico**

Containing **480.00** acres, and this agreement shall include only the **Wolfcamp** formation underlying said lands and oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **COG Production LLC, As Operator, 600**

W. Illinois Avenue, Midland, Texas 79701. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.

4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal Lease.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of

rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **July 1, 2021**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to

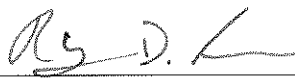
the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

OPERATOR:
COG PRODUCTION LLC

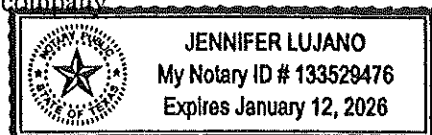
Date: 12-1-22


By: 
Ryan D. Owen
Attorney-In-Fact AR
MP

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The instrument was acknowledged before me on December 1, 2022, by Ryan D. Owen, as attorney-in-fact of COG Production LLC, a Texas limited liability company, on behalf of said limited liability company.




NOTARY PUBLIC in and for the State of Texas

Eider 23 Federal Com Wells

LIST OF PARTIES TO FEDERAL COMMUNITIZATION AGREEMENT:**Working Interest Owners:**

COG Production LLC
COG Operating LLC
McAnso, LLC
Robert B. Porter, Jr.

TRACT 1: Federal Lease

Lessee of Record per SRP:

COG Operating LLC
McAnso, LLC
Robert B. Porter, Jr.

Operating Rights owner per SRP:

COG Operating LLC
McAnso, LLC
Robert B. Porter, Jr.

ORRI Owners:

Andrew B. Burleson and wife, Sara C. Burleson

TRACT 2: Federal Lease

Lessee of Record per SRP:

XTO Holdings LLC

Operating Rights owner per SRP:

COG Operating LLC

ORRI Owners:

None of Record

TRACT 3: Federal Lease

Lessee of Record per SRP:

COG Production LLC

Operating Rights owner per SRP:

COG Production LLC


ORRI Owner:

Malaga Royalty, LLC
Malaga EF7, LLC

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

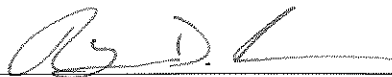
COG PRODUCTION LLC

Date: 12-1-22

By: 
Ryan D. Owen
Attorney-In-Fact
MP AR

COG OPERATING LLC

Date: 12-1-22

By: 
Ryan D. Owen
Attorney-In-Fact
MP AR

McAnso, LLC

Date: _____

By: _____
Name: _____
Title: _____

Robert B. Porter, Jr.

Date: _____

By: _____
Name: _____
Title: _____

XTO Holdings LLC

Date: _____

By: _____
Name: _____
Title: _____

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

COG Operating LLC

Date: _____

By: _____

Sean Johnson

Attorney-In-Fact

COG Production LLC

Date: _____

By: _____

Sean Johnson

Attorney-In-Fact

McAnso, LLC

Date: 12/3/2020

By: William H. Bennett

Name: William H. Bennett

Title: Manager

Robert B. Porter, Jr.

Date: _____

By: _____

Name: _____

Title: _____

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

COG Operating LLC

Date: _____

By: _____

Sean Johnson

Attorney-In-Fact

COG Production LLC

Date: _____

By: _____

Sean Johnson

Attorney-In-Fact

McAnso, LLC

Date: _____

By: _____

Name: _____

Title: _____

Robert B. Porter, Jr.

Date: 12-1-2020

By: 

Name: _____

Title: _____

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

COG PRODUCTION LLC

Date: _____

By: _____
Ryan D. Owen
Attorney-In-Fact

COG OPERATING LLC

Date: _____

By: _____
Ryan D. Owen
Attorney-In-Fact

McAnso, LLC

Date: _____

By: _____
Name: _____
Title: _____

Robert B. Porter, Jr.

Date: _____

By: _____
Name: _____
Title: _____

XTO Holdings LLC

Date: _____

By: _____
Name: ANGIE REPKA - LAND MANAGER - PERMIAN DELAWARE BASIN
Title: ATTORNEY-IN-FACT

ORRI OWNERS OF RECORD

Malaga Royalty, LLC

Date: 11/24/20

By: 

Name: Richard H. Coats

Title: Vice President

Malaga EF7, LLC

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Andrew B. Burleson

Date: _____

By: _____

Sara C. Burleson

ORRI OWNERS OF RECORD

Malaga Royalty, LLC

Date: _____

By: _____

Name: _____

Title: _____

Malaga EF7, LLC

Date: 12-7-2020

By: Ryan Devlin

Name: Ryan Devlin

Title: Manager

Date: _____

By: _____

Andrew B. Burleson

Date: _____

By: _____

Sara C. Burleson

ORRI OWNERS OF RECORD

Malaga Royalty, LLC

Date: _____

By: _____

Name: _____

Title: _____

Malaga EF7, LLC

Date: _____

By: _____

Name: _____

Title: _____

Date: 12/02/2020

By:  _____

Andrew B. Burleson

Date: 12/02/2020

By: _____

Sara C. Burleson

ORRI OWNERS OF RECORD

Malaga Royalty, LLC

Date: _____

By: _____

Name: _____

Title: _____

Malaga EF7, LLC

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Andrew B. Burleson

Date: 12/02/2020

By: Sara C. Burleson

Sara C. Burleson

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on the ____ day of _____, 20__,
 by Sean Johnson, Attorney-In-Fact of **COG Operating LLC**, a Delaware limited liability company, on
 behalf of same.

 Notary Public in and for the State of Texas
 My Commission expires: _____

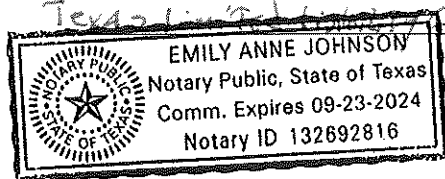
STATE OF TEXAS §
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on the ____ day of _____, 20__,
 by Sean Johnson, Attorney-In-Fact of **COG Production LLC**, a Texas Limited Liability Company, on
 behalf of same.

 Notary Public in and for the State of Texas
 My Commission expires: _____

STATE OF TEXAS §
 COUNTY OF Travis §

This instrument was acknowledged before me on the 3rd day of December, 2020
 by William H. Bennett, as MANAGER of McAnso, LLC, a
Texas Limited Liability Company on behalf of same.



William H. Bennett
 Notary Public in and for the State of Texas
 My Commission expires: _____

STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20__,
 by **Robert B. Porter, Jr.**

 Notary Public in and for the State of _____
 My Commission expires: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on the ____ day of _____, 20____,
 by Sean Johnson, Attorney-In-Fact of **COG Operating LLC**, a Delaware limited liability company, on
 behalf of same.

 Notary Public in and for the State of Texas
 My Commission expires: _____

STATE OF TEXAS §
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on the ____ day of _____, 20____,
 by Sean Johnson, Attorney-In-Fact of **COG Production LLC**, a Texas Limited Liability Company, on
 behalf of same.

 Notary Public in and for the State of Texas
 My Commission expires: _____

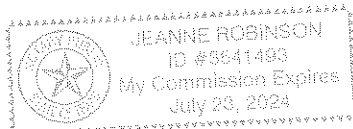
STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____,
 by _____, as _____ of **McAnso, LLC**, a
 _____, on behalf of same.

 Notary Public in and for the State of _____
 My Commission expires: _____

STATE OF TEXAS §
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 1st day of DECEMBER, 2020,
 by **Robert B. Porter, Jr.**



Jeanne Robinson
 Notary Public in and for the State of _____
 My Commission expires: _____

STATE OF _____ §

COUNTY OF _____ §

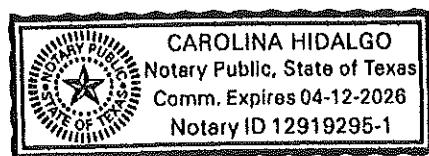
This instrument was acknowledged before me on the _____ day of _____, 2020, by
Robert B. Porter, Jr.

Notary Public in and for the State of _____

My Commission expires: _____

STATE OF TEXAS §COUNTY OF HARRIS §

This instrument was acknowledged before me on the 12th day of October, 2020, by
Angie REPKA, as ATTORNEY-IN-FACT of XTO Holdings LLC, a
Delaware Limited Liability on behalf of same.
Company

Notary Public in and for the State of TexasMy Commission expires: 04-12-2026

STATE OF _____ §

COUNTY OF _____ §

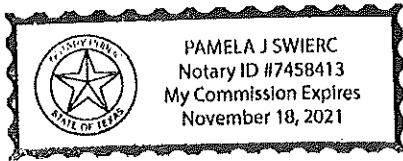
This instrument was acknowledged before me on the _____ day of _____, 2020, by
_____, as _____ of **Malaga Royalty, LLC**, a
_____, on behalf of same.

Notary Public in and for the State of _____

My Commission expires: _____

STATE OF TEXAS §
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 24th day of November, 2020,
 by Richard H. Coats as Vice President of Malaga Royalty, LLC, a Delaware limited liability company on behalf of same.



[Signature]
 Notary Public in and for the State of TEXAS
 My Commission expires: 11-18-21

STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____,
 by _____, as _____ of Malaga EF7, LLC, a
 _____, on behalf of same.

 Notary Public in and for the State of _____
 My Commission expires: _____

STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____,
 by **Andrew B. Burleson**.

 Notary Public in and for the State of _____
 My Commission expires: _____

STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____,
 by **Sara C. Burleson**.

 Notary Public in and for the State of _____
 My Commission expires: _____

STATE OF _____ §

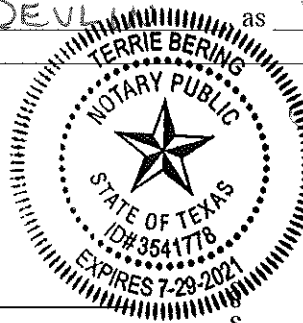
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20__,
by _____, as _____ of Malaga Royalty,
LLC, a _____, on behalf of same.

Notary Public in and for the State of _____
My Commission expires: _____

STATE OF TEXAS §COUNTY OF HARRIS §

This instrument was acknowledged before me on the 7th day of December, 2020,
by RYAN DEVL as MANAGER of Malaga EF7, LLC, a
LLC, on behalf of same.



Terrie Bering
Notary Public in and for the State of TEXAS
My Commission expires: 7-29-2021

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20__,
by **Andrew B. Burleson.**

Notary Public in and for the State of _____
My Commission expires: _____

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20__,
by **Sara C. Burleson.**

Notary Public in and for the State of _____
My Commission expires: _____

STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20__,
 by _____, as _____ of **Malaga Royalty,**
LLC, a _____, on behalf of same.

 Notary Public in and for the State of _____
 My Commission expires: _____

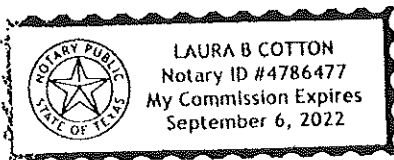
STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20__,
 by _____, as _____ of **Malaga EF7, LLC**, a
 _____, on behalf of same.

 Notary Public in and for the State of _____
 My Commission expires: _____

STATE OF Texas §
 COUNTY OF Midland §

This instrument was acknowledged before me on the 2 day of December, 2020,
 by **Andrew B. Burleson**.



Laura B Cotton
 Notary Public in and for the State of _____
 My Commission expires: _____

STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20__,
 by **Sara C. Burleson**.

 Notary Public in and for the State of _____
 My Commission expires: _____

STATE OF _____ §

§

COUNTY OF _____ §

§

This instrument was acknowledged before me on the ____ day of _____, 20__,
by _____, as _____ of **Malaga Royalty,**
LLC, a _____, on behalf of same.

Notary Public in and for the State of _____

My Commission expires: _____

STATE OF _____ §

§

COUNTY OF _____ §

§

This instrument was acknowledged before me on the ____ day of _____, 20__,
by _____, as _____ of **Malaga EF7, LLC**, a
_____, on behalf of same.

Notary Public in and for the State of _____

My Commission expires: _____

STATE OF _____ §

§

COUNTY OF _____ §

§

This instrument was acknowledged before me on the ____ day of _____, 20__,
by **Andrew B. Burleson**.

Notary Public in and for the State of _____

My Commission expires: _____

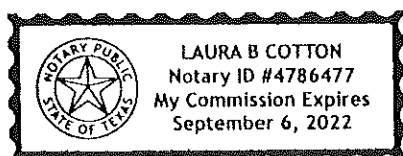
STATE OF Texas §

§

COUNTY OF Midland §

§

This instrument was acknowledged before me on the 2 day of December, 2020,
by **Sara C. Burleson**.



Laura B. Cotton

Notary Public in and for the State of _____

My Commission expires: _____

EXHIBIT "A"

Plat of communitized area covering **480.00** acres in W/2 of Section 23, NW/4 of Section 26,
Township 24 South, Range 32 East, N.M.P.M., Lea County, New Mexico

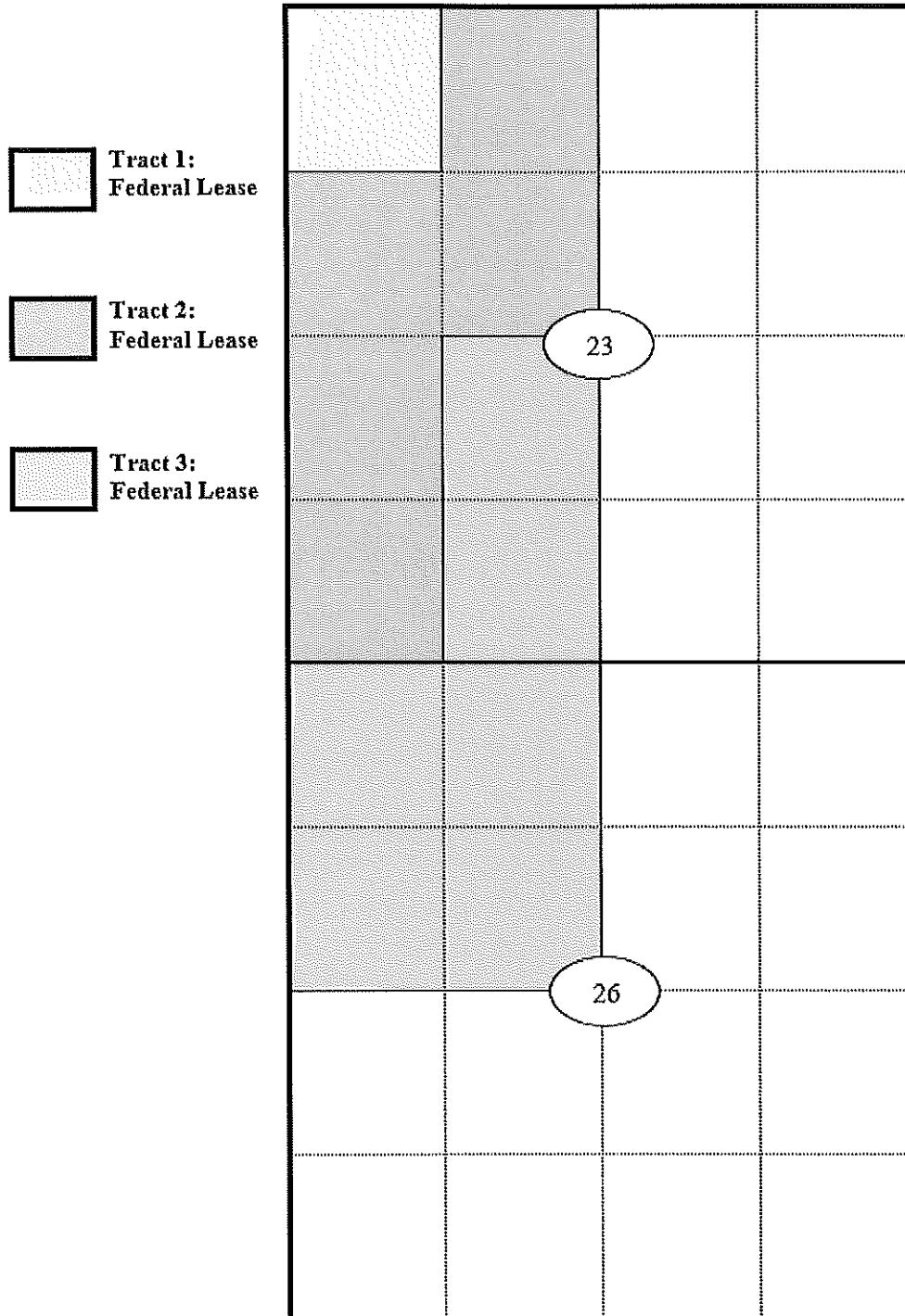
Eider 23 Federal Com Wells

EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated December 1, 2020, covering W/2 of Section 23, NW/4 of Section 26, Township 24 South, Range 32 East, N.M.P.M., Lea County, New Mexico

Operator of Communitized Area: COG Operating LLC

DESCRIPTION OF LEASES COMMITTED:**TRACT 1: NW/4NW/4 OF SECTION 23, TOWNSHIP 24 SOUTH, RANGE 32 EAST, CONTAINING 40 ACRES, MORE OR LESS**Lease 1

Lease Date:	June 1, 2005
Lease Term:	Ten (10) Years
Recordation:	Not Recorded
Lessor:	USA NMNM 113966
Original Lessee:	BWB Partners I
Current Lessee:	COG Operating LLC, et al.
Description of Land Committed:	Insofar only as said lease covers: <u>Township 24 South, Range 32 East</u> Section 23: NW/4NW/4 Lea County, New Mexico
Number of Acres:	40.00
Royalty Rate:	12.5%
WI Owner Names and Interests:	COG Operating LLC – 33.334% McAnso, LLC – 33.333% Robert B. Porter, Jr. – 33.333%
ORRI Owners:	Andrew B. Burleson and wife, Sara C. Burleson

TRACT 2: E/2NW/4, SW/4NW/4, W/2SW/4 OF SECTION 23, TOWNSHIP 24 SOUTH, RANGE 32 EAST, CONTAINING 200 ACRES, MORE OR LESSLease 2

Lease Date:	March 1, 1977
Lease Term:	Five (5) Years
Recordation:	Not Recorded
Lessor:	USA NM 29694
Original Lessee:	Exxon Corporation
Current Lessee:	COG Operating LLC
Description of Land Committed:	Insofar only as said lease covers: <u>Township 24 South, Range 32 East</u> Section 23: E/2NW/4, SW/4NW/4, W/2SW/4 Lea County, New Mexico
Number of Acres:	200.00
Royalty Rate:	Sliding Scale
WI Owner Names and Interests:	COG Operating LLC - 100%
ORRI Owners:	None of Record

**TRACT 3: E/2SW/4 OF SECTION 23, & NW/4 OF SECTION 26, TOWNSHIP 24 SOUTH,
RANGE 32 EAST, CONTAINING 240 ACRES, MORE OR LESS**

Lease 3

Lease Date: November 1, 2008
 Lease Term: Ten (10) Years
 Recordation: Not Recorded
 Lessor: USA NMNM 120907
 Original Lessee: OGX Resources LLC
 Current Lessee: COG Production LLC
 Description of Land Committed: Insofar only as said lease covers:
Township 24 South, Range 32 East
 Section 23: E/2SW/4
 Section 26: NW/4
 Lea County, New Mexico
 Number of Acres: 240.00
 Royalty Rate: 12.5%
 WI Owner Names and Interests: COG Production LLC - 100%
 ORRI Owners: Malaga Royalty, LLC
 Malaga EF7, LLC

RECAPULATION

TRACT NO.	NO. OF ACRES COMMITTED	PERCENT OF INTEREST IN COMMUNITIZED AREA
1	40.00	8.333%
2	200.00	41.667%
3	240.00	50.000%
TOTAL	480.00	100.000%

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

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

ORDER NO. OLM-288

ORDER

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

FINDINGS OF FACT

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

CONCLUSIONS OF LAW

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

ORDER

1. Applicant is authorized to store and measure oil production off-lease from the pools, leases, and wells identified in Exhibit A at a central tank battery described in Exhibit A.
2. The oil production from the wells identified in Exhibit A shall be physically separated from the oil production from other wells and no commingling of production from different leases or pools shall occur in accordance with 19.15.23.9(A)(3) NMAC and 19.15.23.9(A)(4) NMAC, except as otherwise provided in order(s) issued by OCD.
3. Applicant shall 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 calibrate the meters used to measure or allocate oil production in accordance with 19.15.12.10(C)(2) NMAC.
5. 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**



**GERASIMOS RAZATOS
DIRECTOR (ACTING)**

DATE: 4/23/2025

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **OLM-288**
 Operator: **COG Production, LLC (217955)**
 Central Tank Battery: **Eider Federal 23 C Central Tank Battery (Oil)**
 Central Tank Battery Location: **UL C, Section 23, Township 24 South, Range 32 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:

Pools

Pool Name	Pool Code
WC-025 G-08 S243213C;WOLFCAMP	98309

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
PROPOSED CA Wolfcamp NMNM 105823417	W/2	23-24S-32E
	NW/4	26-24S-32E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-49284	EIDER 23 FEDERAL COM #703H	W/2	23-24S-32E	98309
		NW/4	26-24S-32E	
30-025-49285	EIDER 23 FEDERAL COM #704H	W/2	23-24S-32E	98309
		NW/4	26-24S-32E	
30-025-49286	EIDER 23 FEDERAL COM #705H	W/2	23-24S-32E	98309
		NW/4	26-24S-32E	

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 173147

CONDITIONS

Operator: COG OPERATING LLC 600 W Illinois Ave Midland, TX 79701	OGRID: 229137
	Action Number: 173147
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
sarah.clelland	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 .	4/23/2025