



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

August 8, 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 Operating LLC respectfully requests approval for off-lease measurement – Oil only for the following wells:

Deerstalker Federal Com 601H
API# 30-025-50408
WC-025G-09S243532M; Wolfbone
Ut. O, Sec.8-T25S-R35E
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

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

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

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

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

 Print or Type Name

08.08.23
 Date

Jeanette Barron

 Signature

 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

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 Operating 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

Table with 6 columns: (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: 08.08.23

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
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) 334-6178 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 30-025-50408	Pool Code 98098	Pool Name WC-025 G-09 S243532M; Wolfbone
Property Code 316267	Property Name DEERSTALKER FEDERAL COM	
OGRID No. 229137	Operator Name COG OPERATING, LLC	
		Well Number 601H
		Elevation 3273.1'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	8	25-S	35-E		700	SOUTH	1554	EAST	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
B	8	25-S	35-E		50	NORTH	1980	EAST	LEA

Dedicated Acres 160	Joint or Infill	Consolidation Code	Order No.
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NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

OPERATOR CERTIFICATION

I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or 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 08.08.23
Signature Date

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.

MARCH 30, 2021
Date of Survey

Signature & Seal of Professional Surveyor

Chad Harcrow 4/5/21

Certificate No. CHAD HARCROW 17777
W.O. # 21-311 DRAWN BY: DS



DEERSTALKER FEDERAL 8 O CTB
SECTION 8, T25S, R35E, UNIT O
COORDS: 32.140228, -103.387289
LEA COUNTY, NM

WELLS:
DEERSTALKER FEDERAL COM #601H: 30-025-50408
DEERSTALKER FEDERAL COM #701H: 30-025-50409

METERS

(L1) 601H Gas Lift Meter # _____
(L2) 701H Gas Lift 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: 4,000 BPD
- WATER: 8,000 BPD
- GAS: 10 MMSCFD

Royalty Free Fuel Usage:

(Electric) Compressors
(2) Heater Treater

Estimated Total Usage: 4 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 # _____

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 # _____

NOTES:

Type of Facility: Federal Lease #:
CA #:
NMOCID Property Code: 316267
NMOCID OGRID #: 229137

Site Diagram Legend

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

NO.	TITLE	NO.	DATE	DESCRIPTION	BY	CHK.	APP.
A			10/03/22	ISSUED FOR PRELIM	JS	CB	ES
B			01/24/23	REVISED PER THIRD WATER TANK REMOVAL	JS	ES	ES

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHK.	APP.
A	10/03/22	ISSUED FOR PRELIM	JS	CB	ES
B	01/24/23	REVISED PER THIRD WATER TANK REMOVAL	JS	ES	ES

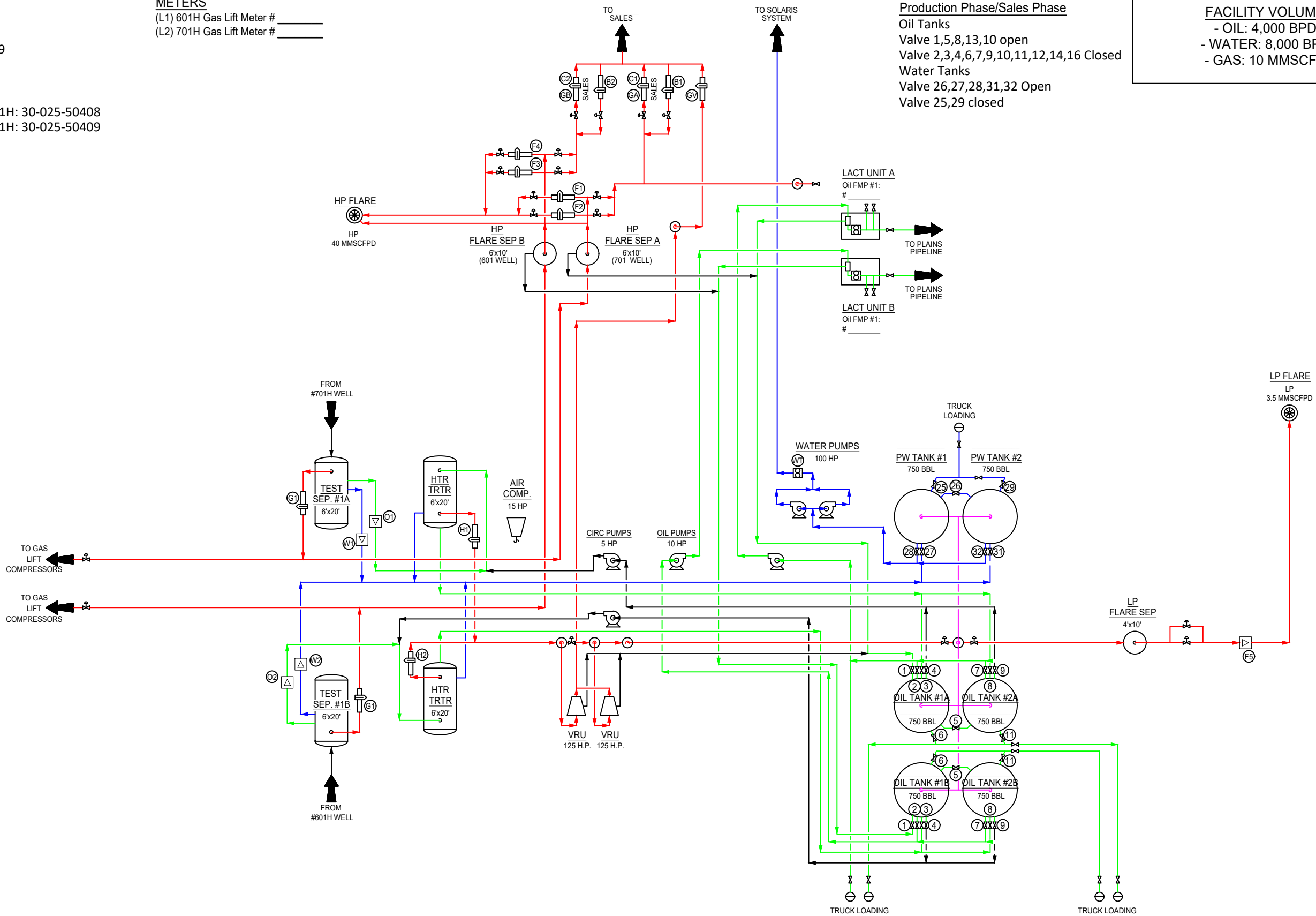
ENGINEERING RECORD

BY	DATE
DRN: JS	01/31/22
DES:	
CHK:	
APP:	
AFE NO:	
FACIL ENGR: C. Blair	
OPER ENGR:	
SCALE: NONE	



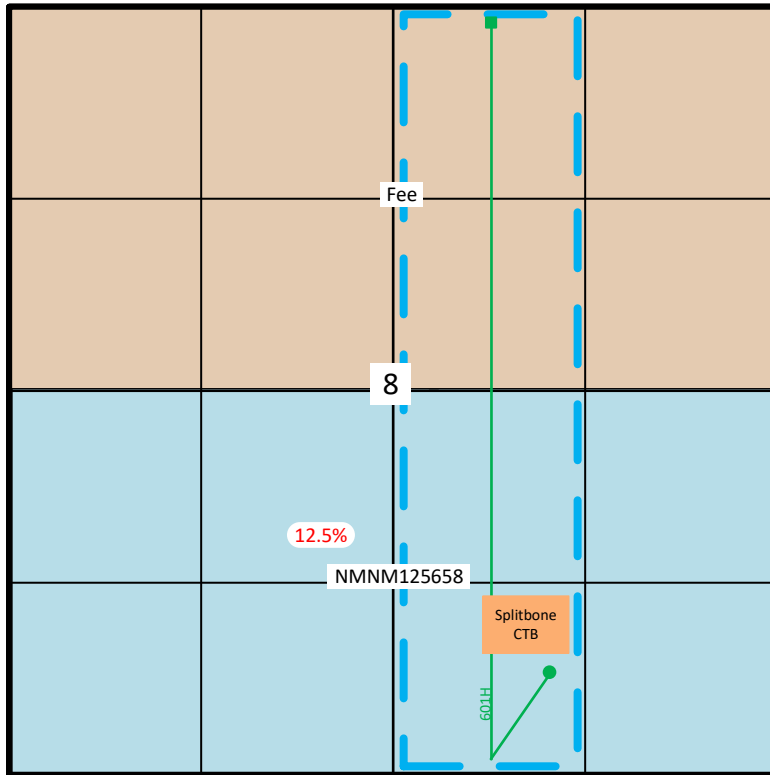
DELAWARE BASIN EAST ASSET
PRODUCTION FACILITIES
SITE FACILITY DIAGRAM
DEERSTALKER FEDERAL 8 O CTB

LEA COUNTY	NEW MEXICO
TWNSHP/RANGE	DWG NO. DeerstalkerFed8OCTB
REV B	



JB 06.17.19
DW-09/16/19
DW-11/25/19
DW-06/03/20

Deerstalker Federal Com Wells



- Proposed 3BSS Spring SHL
- Proposed 3BSS Spring BHL
- Proposed Wolfbone CA

*****all wells considered Wolfbone*****

Sec. 5, 8-T25S-R35E
Lea County, NM

T 25 S

R
3
5
E

08

09

DEERSTALKER FED 8 0
EAST/WEST CTB

GAS LINE= 53.3'

DEERSTALKER FED
COM 601H, 701H
WELLPAD

FLOW LINE= 53.3'

17

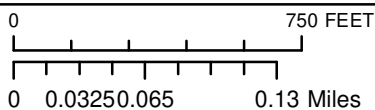
16

LEGEND

-  WELLPAD
-  TANK BATTERY
-  FLOWLINE
-  GAS LINE

DEERSTALKER FEDERAL COM FLOWLINE AND GASLINE

SECTION: 8	TOWNSHIP: 25 S.	RANGE: 35 E.
STATE: NEW MEXICO	COUNTY: LEA	SURVEY: N.M.P.M
W.O. # 22-1081	LEASE: DEERSTALKER	



1 IN = 500 FT

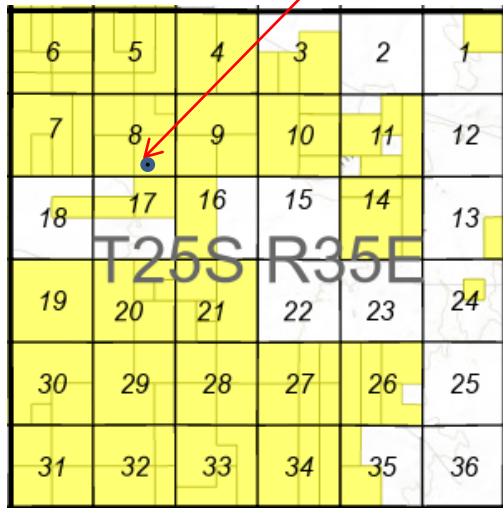
PIPELINE OVERVIEW IMAGERY 11/10/2022 W.N.


CONCHO
 COG OPERATING, LLC

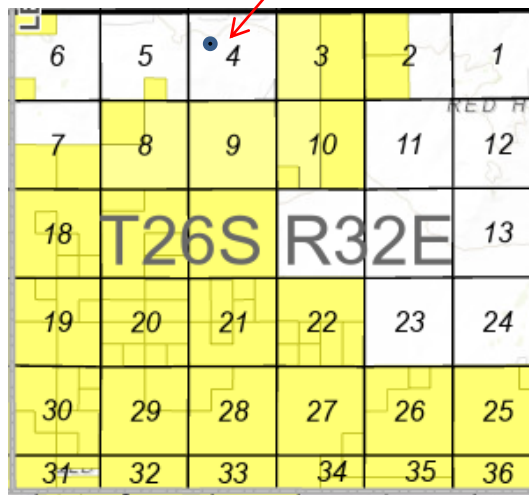
 **HARCROW SURVEYING, LLC.**
 2316 W. MAIN ST, ARTESIA, NM 88210
 PH: (575) 746-2158
 c.harcrow@harcrowsurveying.com

Deerstalker Fed Com 601H & 701H & Red Hills and Jal Offload Station Map

Deerstalker Fed Com 601H & 701H
Lea County, NM



Red Hills Offload Station
Lea County, NM



Jal Offload Station
Lea County, NM



DEERSTALKER FED COM 601H								
Date Sent	Initials	Name	Address	City	State	ZipCode	Certified Return Receipt No.	Delivered
08.07.23	JB	Marathon Oil Permian LLC	990 Town and Country Blvd.	Houston	TX	77084	7020 1810 0000 1415 2947	
08.07.23	JB	BEXP I, LP	5914 W. Courtyard Drive, Ste 340	Austin	TX	78730	7020 1810 0000 1415 2954	
08.07.23	JB	BLM	414 West Taylor	Hobbs	NM	88240	7020 1810 0000 1415 2930	

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st** day of **November, 2022** 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 25 South, Range 35 East, N.M.P.M.
Section 8: W2E2
Lea County, New Mexico

Containing **160.00** acres, and this agreement shall include only the **Wolfbone Pool** - WC-025 G-09-S243532M formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

- 2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. The Operator of the communitized area shall be **COG Operating LLC, 600 W. Illinois Ave., Midland, TX, 79701**. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.

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

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same pool 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 November 1, 2022, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Statement of Written Consent by All Named Owners:

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

OPERATOR:

COG OPERATING LLC

Date: 4-13-23

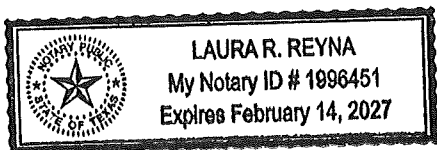
By: Ryan D. Owen

Ryan D. Owen
Attorney-in-fact

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 13rd day of April, 2023, by Ryan D. Owen, attorney-in-fact of **COG Operating LLC**, a Delaware limited liability company, on behalf of same.

Laura R. Reyna
Notary Public in and for the State of Texas



Working Interest Owners:

COG Operating LLC
COG Acreage LP
RSP Permian L.L.C.
Marathon Oil Permian, LLC
BEXP I, LP

TRACT 1 – Multiple Fee Leases

Lessees of Record:

COG Operating LLC
COG Acreage LP
RSP Permian L.L.C.
Marathon Oil Permian, LLC
BEXP I, LP

ORRI Owners:

None

TRACT 2 – NM125658

Lessee of Record per SRP:

COG Operating LLC

Operating Rights owner per SRP:

COG Operating LLC

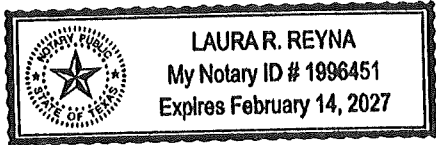
ORRI Owner:

Nilo Operating Co.

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

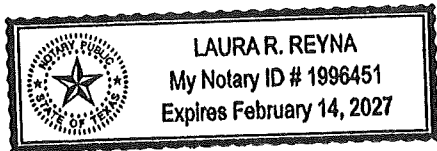
This instrument was acknowledged before me on April 13, 2023, by Ryan D. Owen, attorney-in-fact of **COG Operating LLC**, a Delaware Limited Liability Company, on behalf of same.



Laura R Reyna
Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

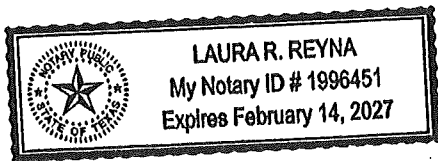
The instrument was acknowledged before me on April 13, 2023, by Ryan D. Owen, as attorney-in-fact of **COG Acreage LP**, a Texas limited partnership, on behalf of same.



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

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

The instrument was acknowledged before me on April 13, 2023, by Ryan D. Owen, as attorney-in-fact of **RSP Permian, L.L.C.**, a Delaware limited liability company, on behalf of same.



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

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

COG OPERATING LLC

Date: _____

By: _____

Ryan D. Owen
Attorney-in-fact

COG ACREAGE LP

Date: _____

By: _____

Ryan D. Owen
Attorney-in-fact

RSP PERMIAN, L.L.C.

Date: _____

By: _____

Ryan D. Owen
Attorney-in-fact

MARATHON OIL PERMIAN, LLC

Date: 7.6.2023

By: Chase F. Rice
Name: Chase F. Rice
Title: Attorney-in-Fact

BEXP I, LP


Date: _____

By: _____
Name: _____
Title: _____

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

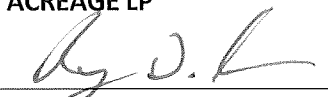
COG OPERATING LLC

Date: 4-13-23

By: 
Ryan D. Owen
Attorney-in-fact

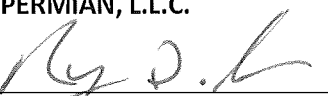
COG ACREAGE LP

Date: 4-13-23

By: 
Ryan D. Owen
Attorney-in-fact

RSP PERMIAN, L.L.C.

Date: 4-13-23

By: 
Ryan D. Owen
Attorney-in-fact

MARATHON OIL PERMIAN, LLC

Date: _____

By: _____
Name: _____
Title: _____

BEXP I, LP

Date: 11/30/2022


By: 
Name: Keith P. Lillie
Title: President & CEO

EXHIBIT "A"

Plat of communitized area covering the W2E2 of Section 8,
Township 25 South-Range 35 East, N.M.P.M., Lea County, New Mexico,

Limited in depth as to the Wolfbone Pool – WC-025 G-09 S243532M

**Tract 1:
Fee Leases**



**Tract 2:
NMNM 125658**

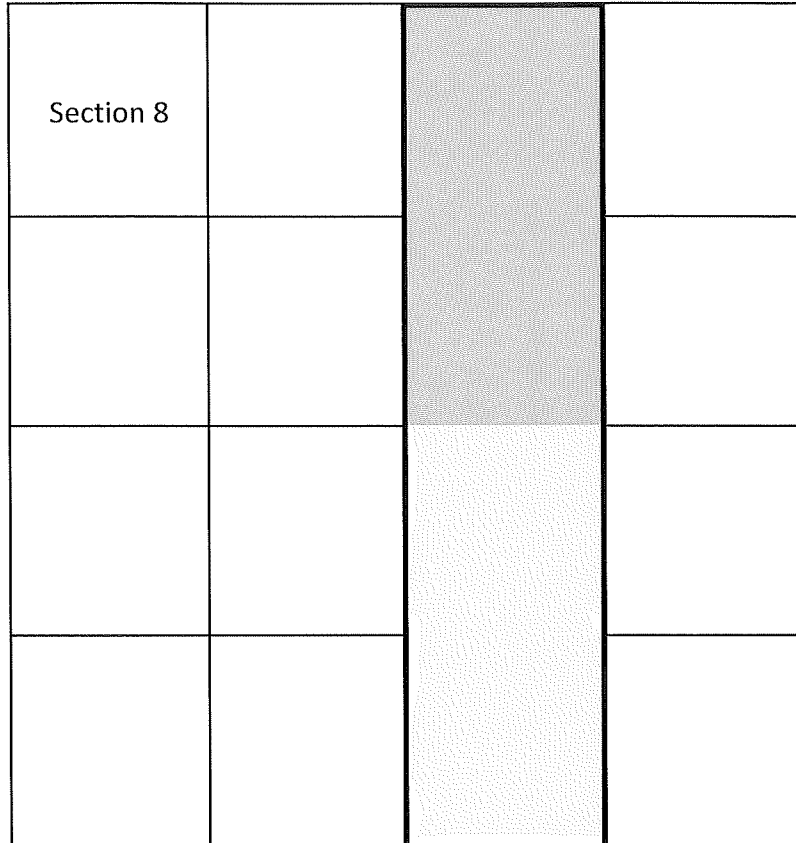


EXHIBIT "B"

To Communitization Agreement dated November 1, 2022, covering the W2E2 of Section 8,
Township 25 South-Range 35 East, N.M.P.M., Lea County, New Mexico

Operator of Communitized Area: COG Operating LLC

TRACT #1
FEE LEASES
80.00 acres

Lessor: Katherine Woltz Aven
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Royalty: 1/4
Recording: Book 1688, Page 849, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Barry B. Thompson
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Royalty: 1/4
Recording: Book 1688, Page 857, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Michael Freck
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Royalty: 1/4
Recording: Book 1688, Page 873, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Robert Freck
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Royalty: 1/4
Recording: Book 1688, Page 881, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: William K. Hollis
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Royalty: 1/4
Recording: Book 1688, Page 889, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Karen Freck Rogerud
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Royalty: 1/4
Recording: Book 1688, Page 905, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Jerry Billington
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Royalty: 25%
Recording: Book 1688, Page 913, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Ora Mae Davis
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Royalty: 1/4
Recording: Book 1688, Page 929, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Norma Baird Loving
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Royalty: 25%
Recording: Book 1688, Page 937, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Kenneth Medlin
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Royalty: 25%
Recording: Book 1688, Page 945, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Shawn Freck
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Royalty: 1/4
Recording: Book 1688, Page 953, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Michael Hall Medlin
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Royalty: 1/4
Recording: Book 1688, Page 961, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: The Baird Mineral Trust
Original Lessee: Energen Resources Corporation
Current Lessee: COG Operating LLC
Lease Date: June 21, 2013
Royalty: 1/4
Recording: Book 1862, Page 493, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Leland E. Davis and Judith E. Davis, Co-Trustees of the Lee and Judy Davis
Revocable Trust
Original Lessee: Energen Resources Corporation
Current Lessee: COG Operating LLC
Lease Date: October 1, 2013
Royalty: 1/4
Recording: Book 1862, Page 498, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Jeanene Hollis Hall
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Lease Date: May 4, 2015
Royalty: 25%
Recording: Book 1964, Page 166, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Mitchell A. Cappadonna
Original Lessee: BC Operating, LP.
Current Lessee: Marathon Oil Permian LLC
Lease Date: August 19, 2015
Royalty: 1/4
Recording: Book 1998, Page 745, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Peggy Neal Marquez
Original Lessee: BC Operating, LP.
Current Lessee: Marathon Oil Permian LLC
Lease Date: August 19, 2015
Royalty: 1/4
Recording: Book 1998, Page 747, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Ruth Vaughan
Original Lessee: BC Operating, LP.
Current Lessee: Marathon Oil Permian LLC
Lease Date: August 19 2015
Royalty: 1/4
Recording: Book 1998, Page 749, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Bruce Hosford
Original Lessee: BC Operating, LP.
Current Lessee: Marathon Oil Permian LLC
Lease Date: August 19, 2015
Royalty: 1/4
Recording: Book 1998, Page 751, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Diann Hosford
Original Lessee: BC Operating, LP.
Current Lessee: Marathon Oil Permian LLC
Lease Date: August 19, 2015
Royalty: 1/4
Recording: Book 1998, Page 753, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Michael Hosford
Original Lessee: BC Operating, LP.
Current Lessee: Marathon Oil Permian LLC
Lease Date: August 19, 2015
Royalty: 1/4
Recording: Book 1998, Page 755, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Barry Hosford
Original Lessee: BC Operating, LP.
Current Lessee: Marathon Oil Permian LLC
Lease Date: August 19, 2015
Royalty: 1/4
Recording: Book 2001, Page 845, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Charles Hosford
Original Lessee: BC Operating, LP.
Current Lessee: Marathon Oil Permian LLC
Lease Date: August 19, 2015
Royalty: 1/4
Recording: Book 2014, Page 140, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Beulah M. Baird Trust
Original Lessee: OneEnergy Partners Operating, LLC
Current Lessee: COG Operating LLC
Lease Date: January 16, 2017
Royalty: 1/4
Recording: Book 2103, Page 115, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Charlotte S. E. Garza
Original Lessee: Energen Resources Corporation
Current Lessee: RSP Permian, L.L.C.
Lease Date: August 7, 2018
Royalty: 1/4
Recording: Book 2139, Page 862, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Shamrock Royalty, LLC
Original Lessee: Jetstream Oil and Gas Partners, LP
Current Lessee: BEXP I LP
Lease Date: March 24, 2021
Royalty: Unknown
Recording: Book 2178, Page 864, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Paula Katheryn Warren
Original Lessee: Jetstream Oil and Gas Partners, LP
Current Lessee: BEXP I, LP
Lease Date: March 11, 2021
Royalty: 1/4
Recording: Book 2180, Page 764, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Lisa Loving Thompson
Original Lessee: Jetstream Oil and Gas Partners, LP
Current Lessee: BEXP I, LP
Lease Date: March 11, 2021
Royalty: 1/4
Recording: Book 2180, Page 763, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: Jetstream Royalty Partners, LP
Original Lessee: Jetstream Oil and Gas Partners, LP
Current Lessee: BEXP I, LP
Lease Date: April 19, 2021
Royalty: Unknown
Recording: Book 2183, Page 687, Lea County Records
Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
Section 8: W2NE
Lea County, New Mexico

Lessor: G. Dan Thompson
 Original Lessee: OGX Acreage Fund LP
 Current Lessee: COG
 Lease Date: July 1, 2010
 Royalty: 1/4
 Recording: Book 2183, Page 897, Lea County Records
 Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 8: W2NE
 Lea County, New Mexico

**TRACT #2
 FEDERAL LEASE
 80.00 acres**

Lessor: **United States of America NMNM 125658**
 Original Lessee: Yates Petroleum Corporation, ABO Petroleum Corporation, MYCO
 Industries, Inc.
 Current Lessee: COG Operating LLC
 Lease Date: January 1, 2011
 Recordation: Not Recorded
 Royalty: 12 ½%
 Lands: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 8: W2SE
 Lea County, New Mexico
 ORRI: Nilo Operating Co.

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	80.00	50.00%
2	80.00	50.00%
Total	160.00	100.0000000%

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

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

ORDER NO. OLM-290

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 Operating, 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-290

Operator: COG Operating, LLC (229137)

Central Tank Battery: Deerstalker Federal 8 O Central Tank Battery)Oil)

Central Tank Battery Location: UL O, Section 8, 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:

Pools

Pool Name	Pool Code
WC025 G09 S243532M;WOLFBONE	98098

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
PROPOSED CA Wolfbone NMNM 106310937	W/2 E/2	08-25S-35E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-50408	DEERSTALKER FEDERAL COM #601H	W/2 E/2	08-25S-35E	98098

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

General Information
Phone: (505) 629-6116

Online Phone Directory
<https://www.emnrd.nm.gov/ocd/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 249401

CONDITIONS

Operator: COG OPERATING LLC 600 W Illinois Ave Midland, TX 79701	OGRID: 229137
	Action Number: 249401
	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