



ConocoPhillips  
2208 West Main Street  
Artesia, New Mexico 88210  
[www.conocophillips.com](http://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 & Storage

Dear Mr. McClure,

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

Deerstalker Fed Com 701H  
API# 30-025-50409  
WC-025 G-09 S243532M; 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.

Gas and oil will be measured and sold on lease NMNM125658 of Sec. 8-T25S-R35E for the Deerstalker Fed Com 701H.

Notifications have been sent to all working interest owners.

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

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

Sincerely,

*Jeanette Barron*

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

08.08.23

\_\_\_\_\_  
 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

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

(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  
811 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 <b>30-025-50409</b>	Pool Code <b>98098</b>	Pool Name <b>WC-025 G-09 S243532M; Wolfbone</b>
Property Code <b>316267</b>	Property Name <b>DEERSTALKER FEDERAL COM</b>	Well Number <b>701H</b>
OGRID No. <b>229137</b>	Operator Name <b>COG OPERATING, LLC</b>	Elevation <b>3273.0'</b>

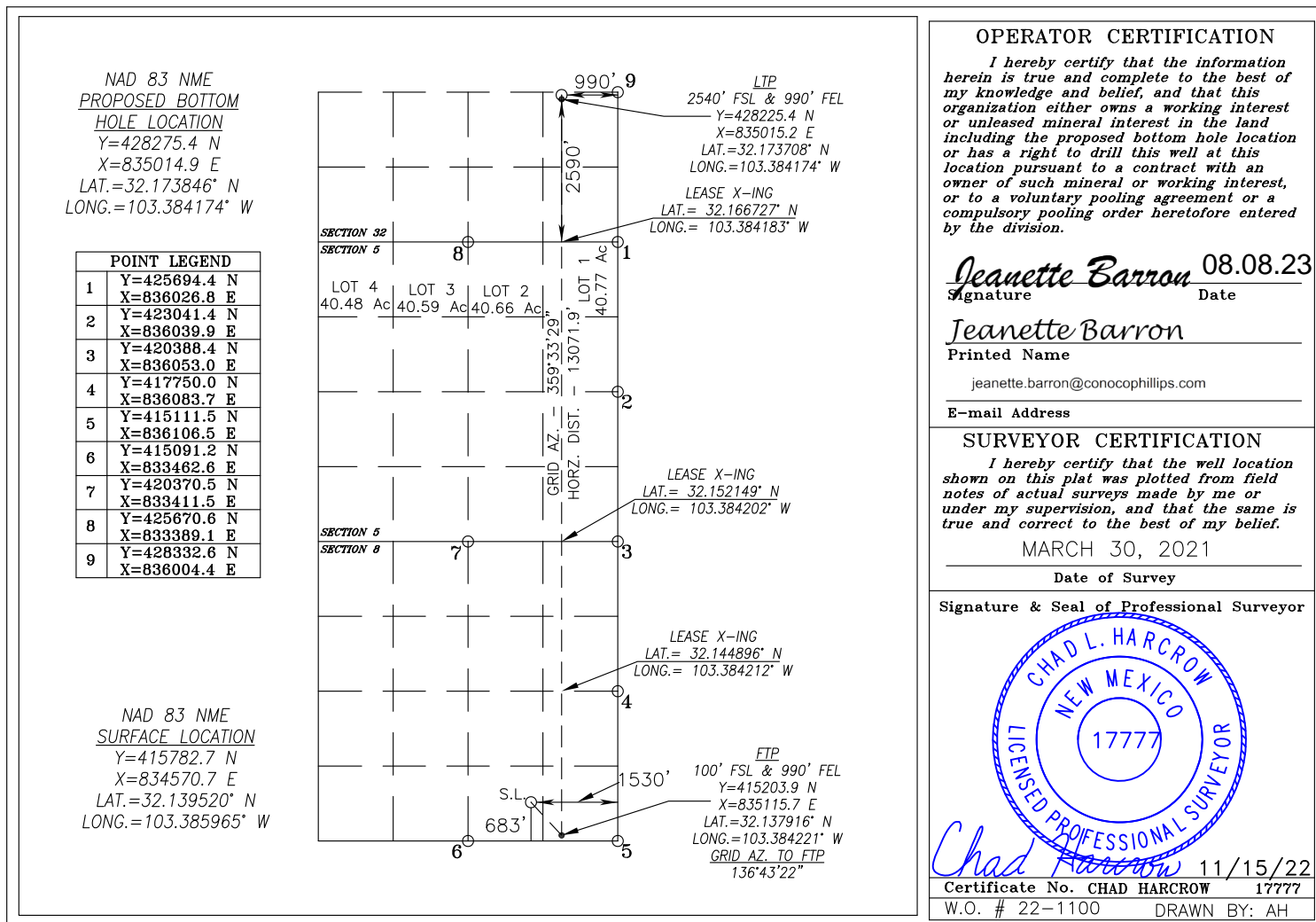
**Surface Location**

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		683	SOUTH	1530	EAST	LEA

**Bottom Hole Location If Different From Surface**

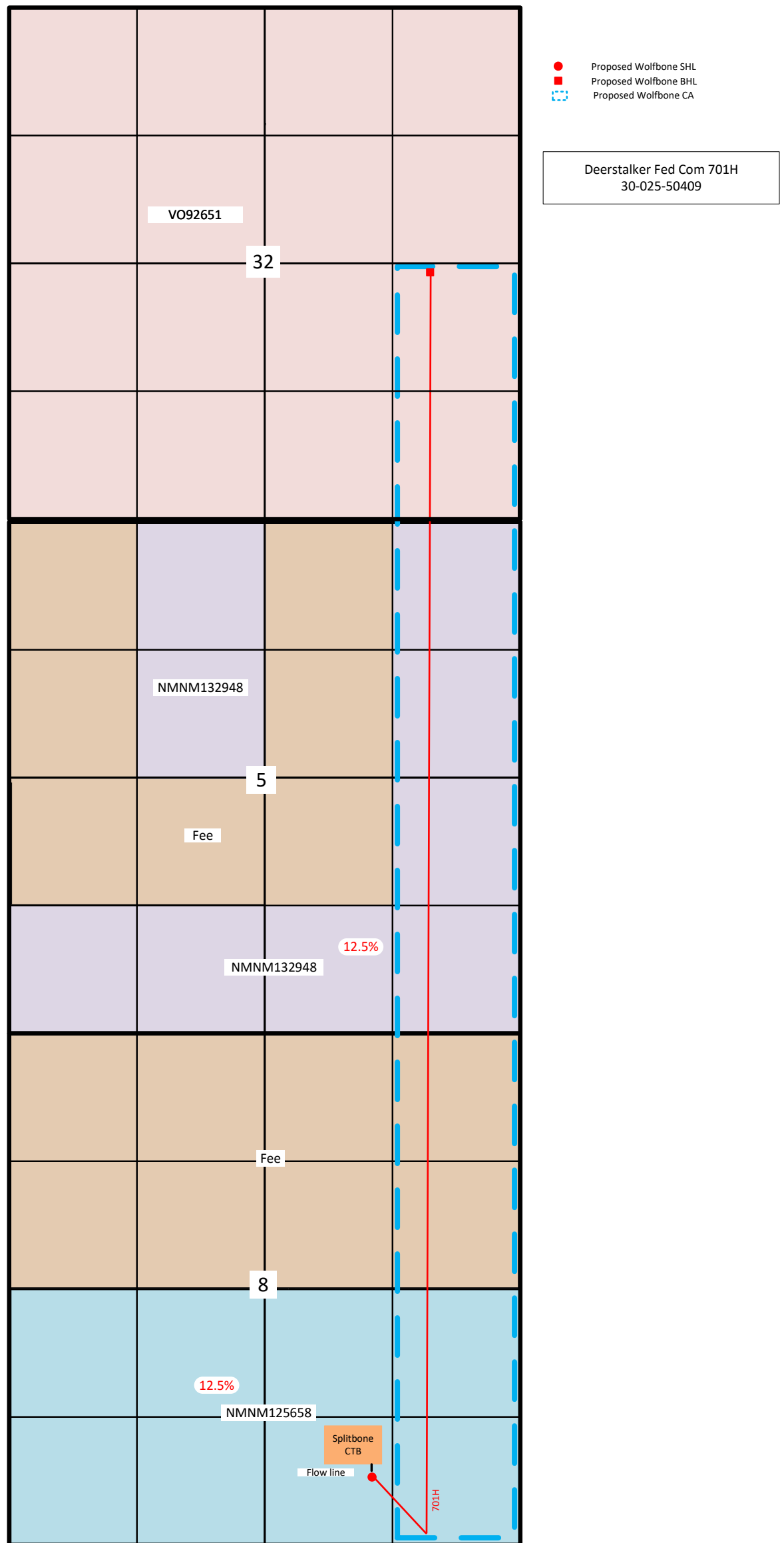
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	32	24-S	35-E		2590	SOUTH	990	EAST	LEA
Dedicated Acres <b>801.52</b>	Joint or Infill	Consolidation Code	Order No.						

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



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

## Deerstalker Federal Com Wells



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



**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 # \_\_\_\_\_

Royalty Free Fuel Usage:  
(Electric) Compressors  
(2) Heater Treater

Estimated Total Usage: 4 mcf/day

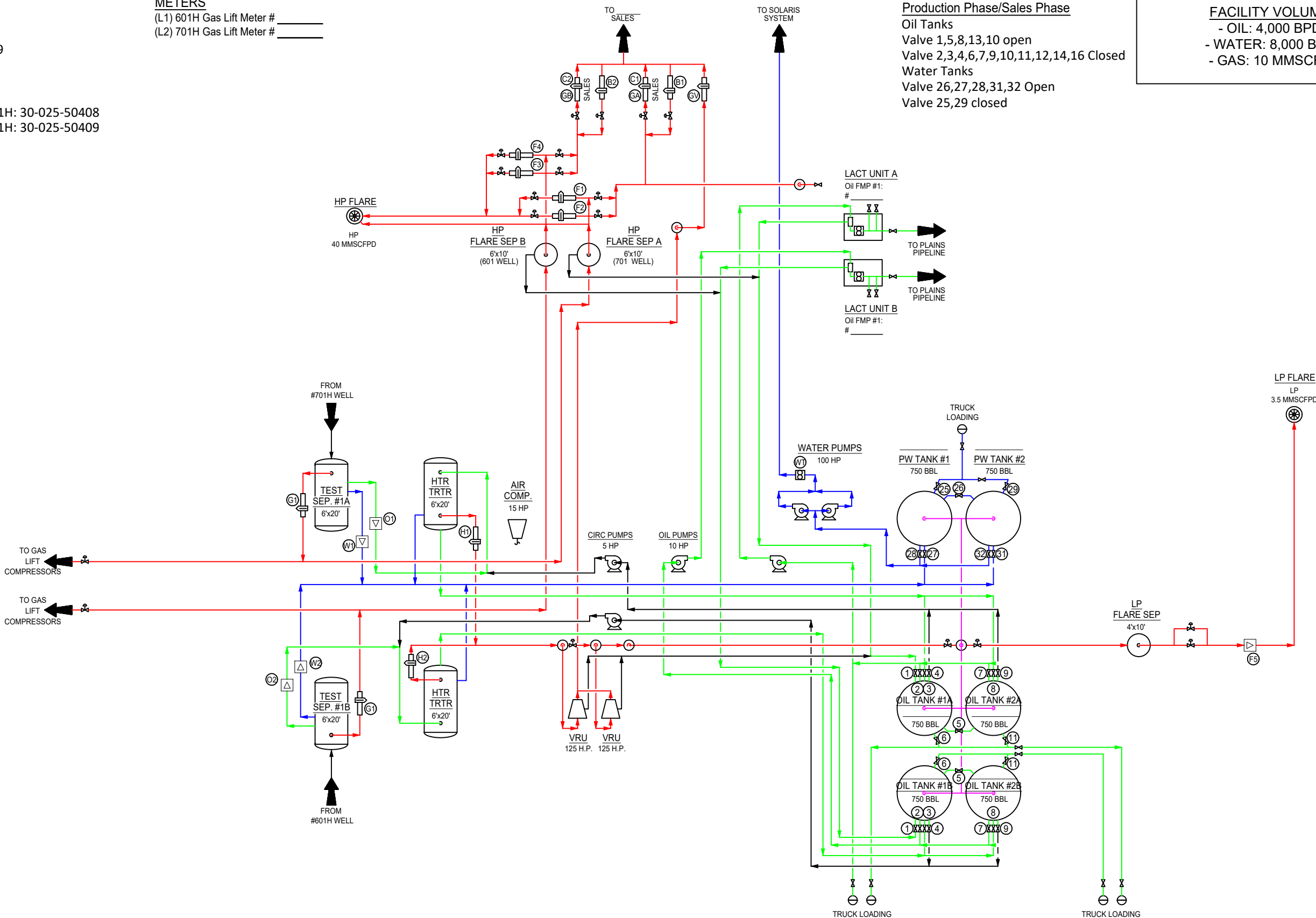
\*\*\*Fuel Usage is based off of the  
COP L48 Fuel Calculated Fuel Use  
Formulas\*\*\*

## 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 # \_\_\_\_\_



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

**NOTES:**

**Type of Facility: Federal**  
**Lease #:**  
**CA #:**  
**NMOCD Property Code: 316267**  
**NMOCD 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
COG OPERATING LLC SITE SECURITY PLANS LOCATED AT:	ONE CONCHO CENTER 600 WEST ILLINOIS AVENUE MIDLAND, TEXAS 79701

## REVISIONS

[illegible]

## ENGINEERING RECORD

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



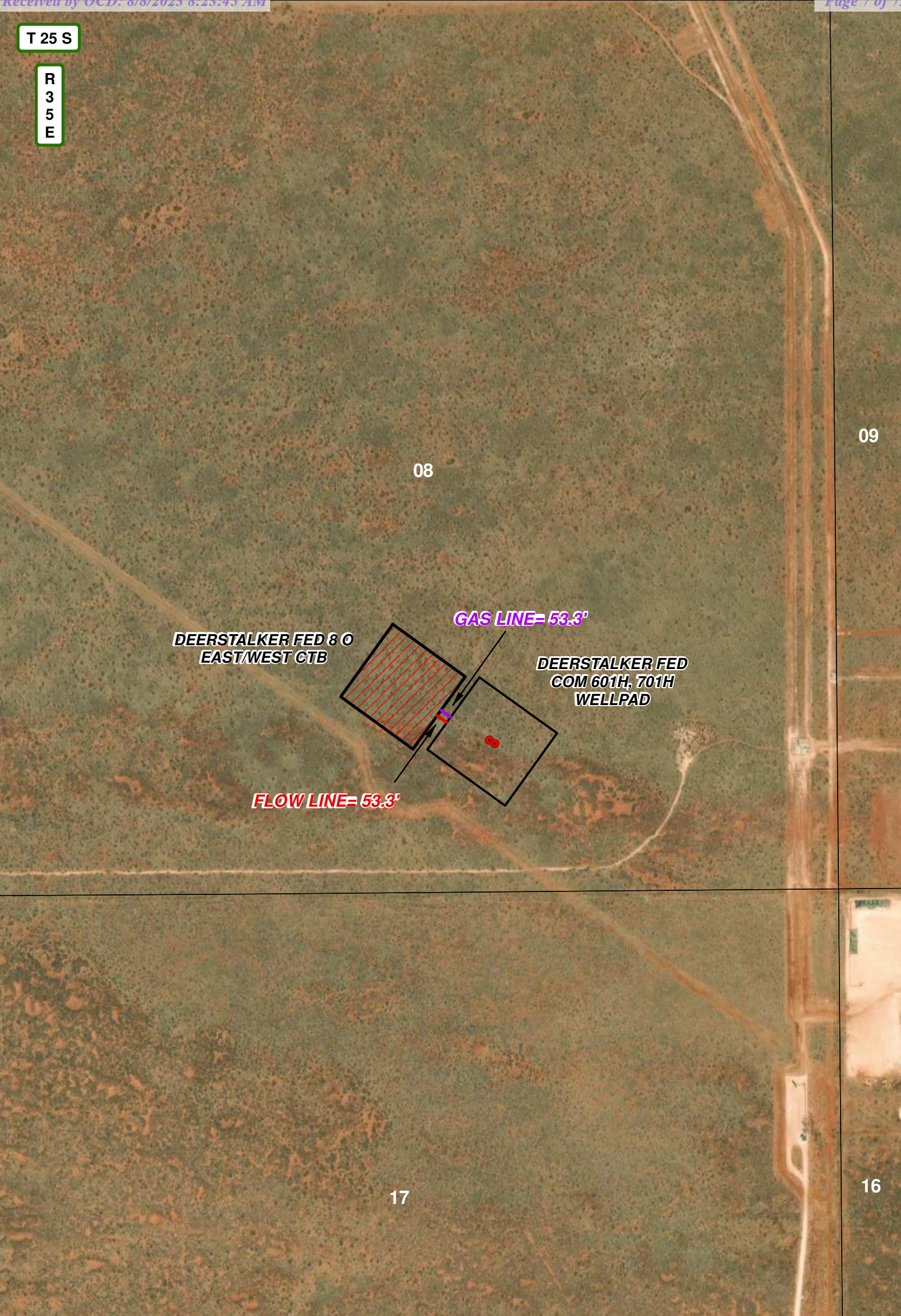
DELAWARE BASIN EAST ASSET  
PRODUCTION FACILITIES  
SITE FACILITY DIAGRAM  
DEERSTALKER FEDERAL 8 0 CTB

LEA COUNTY		NEW MEXICO
TWNSHP/RANGE	DWG NO. DeerstalkerFed80CTB	REV B



T 25 S

R  
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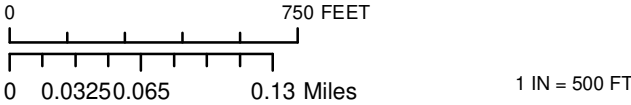


LEGEND

- 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	



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

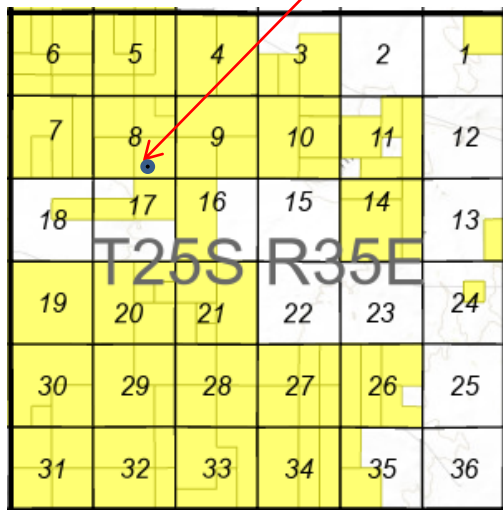
**CONCHO**  
COG OPERATING, LLC

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

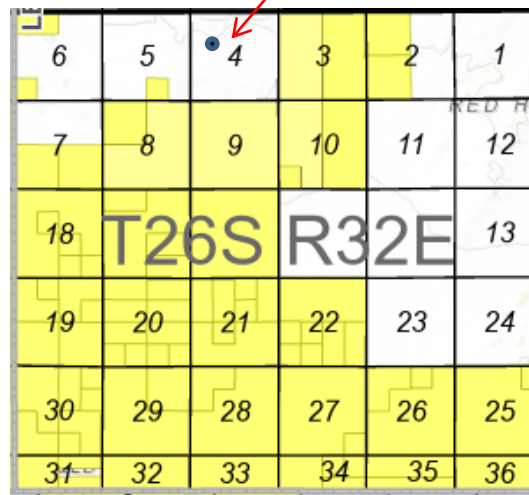


# Deerstalker Fed Com 601H & 701H & Red Hills and Jal Offload Station Map

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



Red Hills Offload Station  
Lea County, NM



Jal Offload Station  
Lea County, NM





Deerstalker Fed Com 701H								
Date Sent	Initials	Name	Address	City	State	ZipCode	Certified Return Receipt No.	Delivered
08.08.23	JB	Marathon Oil Permian LLC	990 Town and Country Blvd.	Houston	TX	77084	7020 1810 0000 1415 2978	
08.08.23	JB	BEXP I, LP	5914 W. Courtyard Drive, Ste 340	Austin	TX	78730	7020 1810 0000 1415 2985	
08.08.23	JB	MRC Permian Company	One Lincoln Centre 5400 LBJ Freeway Ste 1500	Dallas	TX	75240	7020 1810 0000 1415 2961	
08.08.23	JB	BLM	414 West Taylor	Hobbs	NM	88240	7020 1810 0000 1415 2992	

NM State Land Office STATE/FEDERAL OR  
Oil, Gas, & Minerals Division

STATE/FEDERAL/FEE  
Revised August, 2021

ONLINE Version  
**COMMUNITIZATION  
AGREEMENT**

API Initial Well: 30-025-50409

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, 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 24 South, Range 35 East, N.N.P.M.**  
**Section 32: E2SE4**

**Township 25 South, Range 35 East, N.M.P.M.**  
**Section 5: E2E2**  
**Section 8: E2E2**  
**Lea County, New Mexico**

containing 400.82 acres, more or less, and this agreement shall include only the **Wolfbone Pool – WC-025 G-09 S243532M (Pool Code 98098)** - Formation or pool, underlying said lands and the oil and associated 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.
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 **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 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 from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.
12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

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  
LESSEE OF RECORD (V0-9265)

COG OPERATING LLC

By: \_\_\_\_\_

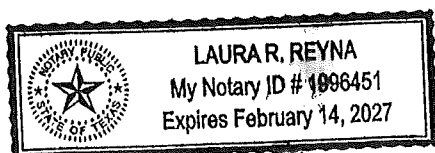
Ryan D. Owen  
Attorney-in-fact

*h*  
AUR

#### ACKNOWLEDGEMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

This instrument was acknowledged before me on May 4, 20 23 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

## INTEREST OWNERS

## COG OPERATING LLC

Date: 5-4-23By: Ry D. Owen  
Ryan D. Owen  
Attorney-in-fact *h*  
*ACR*

## COG ACREAGE LP

Date: 5-4-23By: Ry D. Owen  
Ryan D. Owen  
Attorney-in-fact *h*  
*ACR*

## RSP PERMIAN, L.L.C.

Date: 5-4-23By: Ry D. Owen  
Ryan D. Owen  
Attorney-in-fact *h*  
*ACR*

## ConocoPhillips Company

Date: 5-4-23By: Ry D. Owen  
Ryan D. Owen  
Attorney-in-fact *h*  
*ACR*

## Marathon Oil Permian, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## BEXP I OG, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## INTEREST OWNERS

## 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: 6/12/2023By: Chase Rice P.S.Name: Chase RiceTitle: Attorney-in-Fact

## BEXP I OG, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Deerstalker Federal Com 701H

**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: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BEXP I OG, LLC**

Date: 3/31/2023


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

AK

Deerstalker Federal Com 701H

**Chief Capital (O&G) II, LLC**

Date: 3/22/2023

By:   
Name: Walt Nixon  
Title: President

**MRC Permian Company**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Chief Capital (O&G) II, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

MRC Permian Company

Date: 6/30/23

By: JB A. C

Name: Bryan A. Erman

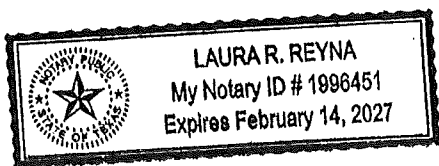
Title: VP & General Counsel

CW  
pad

## ACKNOWLEDGEMENTS

STATE OF TEXAS §  
 COUNTY OF MIDLAND §

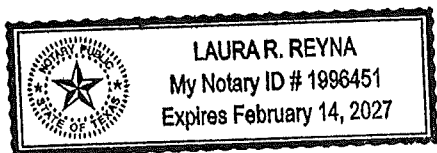
This instrument was acknowledged before me on May 4, 2023, by Ryan D. Owen, attorney-in-fact of **COG Operating LLC**, a Delaware Limited Liability Company, on behalf of same.



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

STATE OF TEXAS §  
 COUNTY OF MIDLAND §

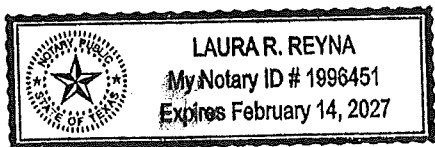
The instrument was acknowledged before me on May 4, 2023, by Ryan D. Owen, as attorney-in-fact of **COG Acreage LP**, a Texas limited partnership, on behalf of same.



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

STATE OF TEXAS §  
 COUNTY OF MIDLAND §

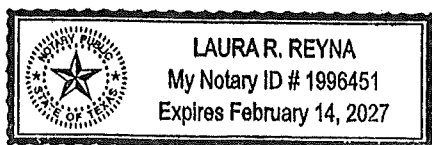
The instrument was acknowledged before me on May 4, 2023, by Ryan D. Owen, as attorney-in-fact of **RSP Permian, L.L.C.**, a Delaware limited liability company, on behalf of same.



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

STATE OF TEXAS §  
 COUNTY OF MIDLAND §

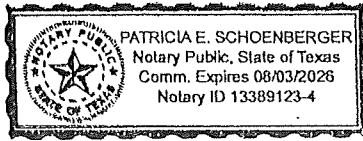
The instrument was acknowledged before me on May 4, 2023, by Ryan D. Owen, as attorney-in-fact of **ConocoPhillips Company**, a Delaware corporation, on behalf of same.



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

STATE OF Texas §  
COUNTY OF Harris §

The instrument was acknowledged before me on June 12, 2023 by  
Chase Rice, as Attorney-in-Fact, of Marathon Oil  
Permian LLC, a Delaware limited liability on behalf of  
company  
same.



Patricia Schoenberger  
Notary Public - State of Texas

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_, on behalf of  
same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

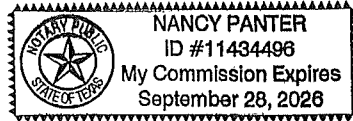
The instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_, on behalf of  
same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

Deerstalker Federal Com 701H

STATE OF Texas §  
§  
COUNTY OF Travis §

The instrument was acknowledged before me on March 31, 2023 by  
Kathleen Lillie, as President & CEO, of BEXP I OG, LLC  
\_\_\_\_\_, a \_\_\_\_\_, on  
behalf of same.



Nancy Panter  
Notary Public - State of Texas

STATE OF \_\_\_\_\_ §  
§  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_, on  
behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
§  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_, on  
behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_



Deerstalker Federal Com 701H

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_, on  
behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

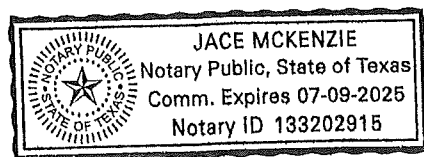
STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_, on  
behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

STATE OF Texas §  
COUNTY OF Dallas §

The instrument was acknowledged before me on March 22, 2023, by  
Walt Nixon, as President, of \_\_\_\_\_  
Chief Capital (0:6) II LLC, a Texas limited liability company, on  
behalf of same.

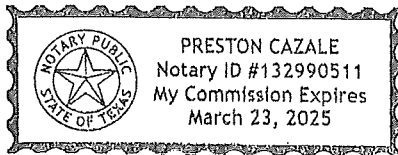


Jace McKenzie  
Notary Public - State of Texas

NOTARY PUBLIC in and for the State of Texas

STATE OF Texas §  
 COUNTY OF Dallas §

The instrument was acknowledged before me on June 30<sup>th</sup>, 2023 by  
Bryan A. Eрман, as EVP & General Counsel of MRC Permian Company  
 \_\_\_\_\_, a Texas Corporation, on behalf of  
 same.



Preston Cazale  
 Notary Public - State of Texas

STATE OF \_\_\_\_\_ §  
 COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_  
 \_\_\_\_\_, a \_\_\_\_\_, on behalf of  
 same.

\_\_\_\_\_  
 Notary Public - State of \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
 COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_  
 \_\_\_\_\_, a \_\_\_\_\_, on behalf of  
 same.

\_\_\_\_\_  
 Notary Public - State of \_\_\_\_\_

**EXHIBIT "A"**

Plat of communitized area covering E2SE4 of Section 32, Township 24 South – Range 35 East, and E2E2 of Sections 5 and 8, Township 25 South-Range 35 East and N.M.P.M., Lea County, New Mexico

Limited in depth as to the Wolfbone Pool – WC-025 G-09 S243532M (Pool Code 98098)

**Tract 1:**  
**State V0-9265**



**Tract 2:**  
**NMNM 132948**



**Tract 3:**  
**Fee Leases**



**Tract 4:**  
**NMNM 125658**



Sec. 32 24S-35E			
Sec. 5 25S-35E			
Sec. 8 25S-35E			

**EXHIBIT "B"**

To Communitization Agreement dated November 1, 2022, embracing the E2SE4 of Section 32,  
Township 24 South – Range 35 East, E2E2 of Sections 5 and 8,  
Township 25 South-Range 35 East N.M.P.M., Lea County, New Mexico

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

**DESCRIPTION OF LEASES COMMITTED****TRACT #1, State Lease  
80.00 acres**

Lessor: State of New Mexico V0-9265  
Original Lessee: Ronald Miles  
Current Lessee: COG Operating LLC  
Lease Date: September 1, 2012  
Royalty: 1/6  
Lands: Insofar and only insofar as said lease covers:  
Township 24 South, Range 35 East  
Section 32: E2SE  
Lea County, New Mexico

**TRACT #2, Federal Lease  
160.82 acres**

Lessor: United States of America  
Lease No.: NMNM 132948  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: October 1, 2014  
Royalty: 12 ½%  
Recordation: Not Recorded  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 5: Lot 1, SENE, NESE, SESE  
Lea County, New Mexico

**TRACT #3, 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  
Section 8: E2NE  
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  
Section 8: E2NE  
Lea County, New Mexico

Lessor: G. Dan Thompson  
Original Lessee: OGX Acreage Fund LP  
Current Lessee: COG Acreage LP  
Lease Date: July 1, 2010  
Royalty: 1/4  
Recording: Book 1688, Page 897, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: SENE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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: 25%  
Recording: Book 1688, Page 889, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Property: 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  
Section 8: E2NE  
Lea County, New Mexico

Lessor: Norma Baird Loving, as Trustee of the Norma Baird Loving Living Trust  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 19, 2021  
Royalty: 25%  
Recording: Book 2175, Page 642, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: Shamrock Royalty, LLC  
Original Lessee: Jetstream Oil and Gas Partners, LP  
Current Lessee: BEXP I OG, LLC  
Lease Date: March 24, 2021  
Recording: Book 2178, Page 864, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: E2NE  
Lea County, New Mexico

Lessor: Paula Katheryn Warren  
Original Lessee: Jetstream Oil and Gas Partners, LP  
Current Lessee: BEXP I OG, LLC  
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  
Section 8: E2NE  
Lea County, New Mexico

Lessor: Lisa Loving Thompson  
Original Lessee: Jetstream Oil and Gas Partners, LP  
Current Lessee: BEXP I OG, LLC  
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  
Section 8: E2NE  
Lea County, New Mexico

Lessor: Jetstream Royalty Partners, LP  
Original Lessee: Jetstream Oil and Gas Partners, LP  
Current Lessee: BEXP I OG, LLC  
Lease Date: April 19, 2021  
Recording: Book 2183, Page 687, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: E2NE  
Lea County, New Mexico

Lessor: G. Dan Thompson  
Original Lessee: ConocoPhillips Company  
Current Lessee: COG Operating LLC  
Lease Date: December 1, 2021  
Royalty: 25%  
Recording: Book 2190, Page 74, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: James M. Davis  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2205, Page 843  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
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  
Section 8: SENE  
Lea County, New Mexico

Lessor: Jerry Billington, aka Jerry Dwayne Billington  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2205, Page 872, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: Karen Freck Rognerud  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2205, Page 208, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: Michael Freck  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2205, Page 210, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico



Lessor: Michael Hall Medlin  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2205, Page 861, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: Robert Freck  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2205, Page 209, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: Shawn Freck  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2205, Page 875, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: Terry Davis Holt, a/k/a Terry Lynn Holt  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2206, Page 113, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: TD Minerals LLC  
Original Lessee: Chief Capital (O&G) II LLC  
Current Lessee: Chief Capital (O&G) II LLC  
Lease Date: January 12, 2023  
Recording: Book 2205, Page 261, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: MSH Family Real Estate Partnership II, LLC  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2206, Page 576, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: SMP Titan Flex, LP  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 24%  
Recording: Book 2206, Page 579, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: SMP Titan Mineral Holdings, LP  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2206, Page 575, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: SMP Sidecar Titan Mineral Holdings, LP  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2206, Page 580, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: GGM Exploration, Inc.  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2206, Page 931, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: Pegasus Resources, LLC  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2206, Page 928, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: Allen Clay Davis  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2206, Page 112, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: E2NE  
Lea County, New Mexico

Lessor: Donna Davis Hammack  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2206, Page 121, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: E2NE  
Lea County, New Mexico

Lessor: Georgia Davis Griffith  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 2, 2023  
Royalty: 25%  
Recording: Book 2206, Page 122, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: E2NE  
Lea County, New Mexico

Lessor: William K. Hollis  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2206, Page 141, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: E2NE  
Lea County, New Mexico

Lessor: Chisos Minerals, LLC  
 Original Lessee: MRC Permian Company  
 Current Lessee: MRC Permian Company  
 Lease Date: July 1, 2019  
 Recording: Book 2157, Page 325, Lea County Records  
 Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
 Section 8: SENE  
 Lea County, New Mexico

Lessor: Chisos Minerals, LLC  
 Original Lessee: MRC Permian Company  
 Current Lessee: MRC Permian Company  
 Lease Date: January 1, 2022  
 Recording: Book 2209, Page 458, Lea County Records  
 Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
 Section 8: NENE  
 Lea County, New Mexico

**TRACT # 4, Federal Lease**  
**80.00 acres**

Lessor: United States of America  
 Lease No.: 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  
 Section 8: E2SE  
 Lea County, New Mexico

**RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	80.00	19.9590%
2	160.82	40.1230%
3	80.00	19.9590%
4	80.00	19.9590%
<b>Total</b>	<b>400.82</b>	<b>100.0000000%</b>

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

**Section 32: E2SE4**

**Township 25 South, Range 35 East, N.M.P.M.**

**Section 5: E2E2**

**Section 8: E2E2**

**Lea County, New Mexico**

Containing **400.82** 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.

**Working Interest Owners:**

COG Operating LLC  
COG Acreage LP  
RSP Permian L.L.C.  
Marathon Oil Permian, LLC  
BEXP I OG, LLC  
Chief Capital (O&G) II, LLC  
ConocoPhillips Company  
MRC Permian Company

**Tract 1, State Lease**

Lessee of Record: COG Operating LLC  
ORRI Owners: None

**Tract 2, NM-132948**

Lessee of Record per SRP: COG Operating LLC  
Operating Rights owner per SRP: COG Operating LLC  
ORRI Owner: None

**Tract 3, Multiple Fee Leases**

Royalty Interest Owners: COG Operating LLC  
COG Acreage LP  
RSP Permian L.L.C.  
Marathon Oil Permian, LLC  
BEXP I OG, LLC  
Chief Capital (O&G) II, LLC  
ConocoPhillips Company  
MRC Permian Company  
  
ORRI Owner: None

**Tract 4 – NM125658**

Lessee of Record per SRP: COG Operating LLC  
Operating Rights owner per SRP: COG Operating LLC  
ORRI Owner: Nilo Operating Co.

Deerstalker Federal Com 701H

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: \_\_\_\_\_

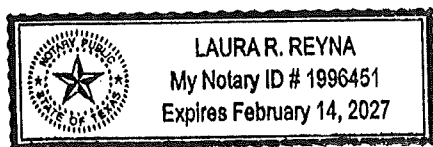
5-4-23

By: \_\_\_\_\_

Ryan D. Owen  
Attorney-in-fact

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 4<sup>th</sup> day of May, 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

Deerstalker Federal Com 701H

## WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

COG OPERATING LLC h  
Date: 5-4-23 By: Ry D. Owen  
Ryan D. Owen AUL  
Attorney-in-fact

COG ACREAGE LP h  
Date: 5-4-23 By: Ry D. Owen  
Ryan D. Owen AUL  
Attorney-in-fact

CONOCOPHILLIPS COMPANY h  
Date: 5-4-23 By: Ry D. Owen  
Ryan D. Owen AUL  
Attorney-in-fact

RSP PERMIAN, L.L.C. h  
Date: 5-4-23 By: Ry D. Owen  
Ryan D. Owen AUL  
Attorney-in-fact

Marathon Oil Permian, LLC  
Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BEXP I OG, LLC  
Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Deerstalker Federal Com 701H

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: 6/12/2023

By: Chase Rice P.S.  
Name: Chase Rice  
Title: Attorney-in-Fact

BEXP I OG, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Deerstalker Federal Com 701H

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: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BEXP I OG, LLC

Date: 3/31/2023

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

AKK



Chief Capital (O&G) II, LLC

Date: 3/22/2023

By: [Signature]  
Name: Walt Nixon  
Title: President

MRC Permian Company

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Deerstalker Federal Com 701H

Chief Capital (O&G) II, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

MRC Permian Company

Date: 6/30/23

By: B. A. E.

Title Name: Sup. General Counsel

Name Title: Byron A. Egan

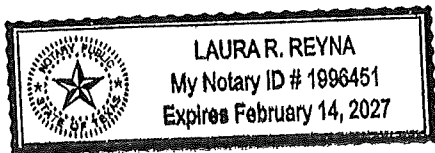
CW  
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Deerstalker Federal Com 701H

## ACKNOWLEDGEMENTS

STATE OF TEXAS §  
 COUNTY OF MIDLAND §

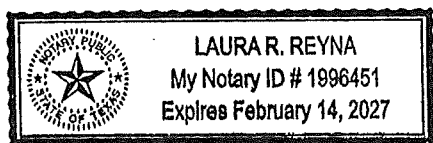
This instrument was acknowledged before me on May 4, 2023 by Ryan D. Owen, attorney-in-fact of **COG Operating LLC**, a Delaware Limited Liability Company, on behalf of same.



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

STATE OF TEXAS §  
 COUNTY OF MIDLAND §

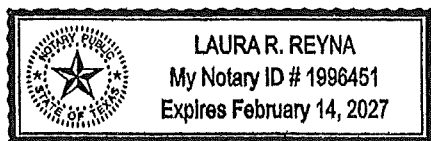
This instrument was acknowledged before me on May 4, 2023, by Ryan D. Owen, as attorney-in-fact of **COG Acreage LP**, a Texas limited partnership, on behalf of same.



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

STATE OF TEXAS §  
 COUNTY OF MIDLAND §

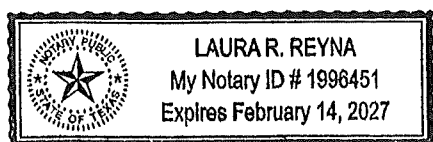
This instrument was acknowledged before me on May 4, 2023, by Ryan D. Owen, as attorney-in-fact of **ConocoPhillips Company**, a Delaware corpoartion, on behalf of same.



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

STATE OF TEXAS §  
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on May 4, 2023, by Ryan D. Owen, as attorney-in-fact of **RSP Permian, L.L.C.**, a Delaware limited liability company, on behalf of same.

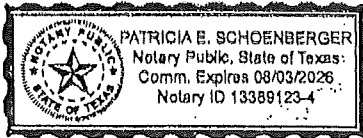


Laura R Reyna  
 Notary Public in and for the State of Texas

Deerstalker Federal Com 701H

STATE OF Texas §  
 COUNTY OF Harris §

The instrument was acknowledged before me on June 12, 2023 by  
chase Rice, as Attorney-In-Fact, of Marathon Oil Permian  
LVC, a Delaware Limited Liability on  
uniparis  
 behalf of same.



Patricia E. Schoenberger  
 Notary Public - State of Texas

STATE OF \_\_\_\_\_ §  
 COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by  
 \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_  
 \_\_\_\_\_, a \_\_\_\_\_, on  
 behalf of same.

\_\_\_\_\_  
 Notary Public - State of \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
 COUNTY OF \_\_\_\_\_ §

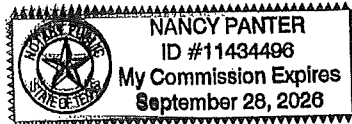
The instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by  
 \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_  
 \_\_\_\_\_, a \_\_\_\_\_, on  
 behalf of same.

\_\_\_\_\_  
 Notary Public - State of \_\_\_\_\_

Deerstalker Federal Com 701H

STATE OF Texas §  
 COUNTY OF Travis §

The instrument was acknowledged before me on March 31, 2023 by  
Kath P. Lillie, as President & CEO, of BEXPT OG, LLC  
 \_\_\_\_\_, a \_\_\_\_\_, on  
 behalf of same.



Nancy Panter  
 Notary Public - State of Texas

STATE OF \_\_\_\_\_ §  
 COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by  
 \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_  
 \_\_\_\_\_, a \_\_\_\_\_, on  
 behalf of same.

\_\_\_\_\_  
 Notary Public - State of \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
 COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by  
 \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_  
 \_\_\_\_\_, a \_\_\_\_\_, on  
 behalf of same.

\_\_\_\_\_  
 Notary Public - State of \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
 COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by  
 \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_  
 \_\_\_\_\_, a \_\_\_\_\_, on behalf of  
 same.

\_\_\_\_\_  
 Notary Public - State of \_\_\_\_\_

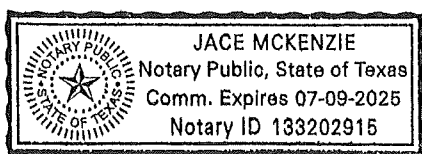
STATE OF \_\_\_\_\_ §  
 COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by  
 \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_  
 \_\_\_\_\_, a \_\_\_\_\_, on behalf of  
 same.

\_\_\_\_\_  
 Notary Public - State of \_\_\_\_\_

STATE OF Texas §  
 COUNTY OF Dallas §

The instrument was acknowledged before me on March 22, 2023, by  
Walt Nixon, as President, of \_\_\_\_\_  
Chief Capital (0:6) II LLC, a Texas limited liability company, on behalf of  
 same.



Jace McKenzie  
 Notary Public - State of Texas

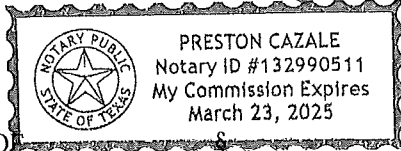


Deerstalker Federal Com 701H

Notary Public in and for the State of Texas

STATE OF Texas §COUNTY OF Dallas §

The instrument was acknowledged before me on June 30th, 2023, by  
Bryan A. Erman, as EVP & General Counsel, of  
MHC Permian Company a Texas Corporation, on behalf of same.



STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

Preston Cazale  
 Notary Public - State of Texas  
 My Commission expires: 3/23/2025

The instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_, as \_\_\_\_\_, of  
 \_\_\_\_\_, on behalf of same.

Notary Public - State of \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_, as \_\_\_\_\_, of  
 \_\_\_\_\_, on behalf of same.

Notary Public - State of \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_, as \_\_\_\_\_, of  
 \_\_\_\_\_, on behalf of same.

Notary Public - State of \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

**EXHIBIT "A"**

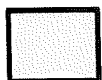
Plat of communitized area covering E2SE4 of Section 32, Township 24 South – Range 35 East, and E2E2 of Sections 5 and 8, Township 25 South-Range 35 East and N.M.P.M., Lea County, New Mexico

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

**Tract 1:**  
**State V0-9265**



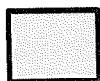
**Tract 2:**  
**NMNM 132948**



**Tract 3:**  
**Fee Leases**



**Tract 4:**  
**NMNM 125658**



Sec. 32 24S-35E			
Sec. 5 25S-35E			
Sec. 8 25S-35E			

**EXHIBIT "B"**

To Communitization Agreement dated November 1, 2022, embracing the E2SE4 of Section 32,  
Township 24 South-Range 35 East, E2E2 of Sections 5 and 8,  
Township 25 South-Range 35 East N.M.P.M., Lea County, New Mexico

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

**TRACT #1, State Lease**  
**80.00 acres**

Lessor:	State of New Mexico V0-9265
Original Lessee:	Ronald Miles
Current Lessee:	COG Operating LLC
Lease Date:	September 1, 2012
Royalty:	1/6
Lands:	Insofar and only insofar as said lease covers: <u>Township 24 South, Range 35 East</u> Section 32: E2SE Lea County, New Mexico

**TRACT #2, Federal Lease**  
**160.82 acres**

Lessor:	United States of America
Lease No.:	NMNM 132948
Original Lessee:	COG Operating LLC
Current Lessee:	COG Operating LLC
Lease Date:	October 1, 2014
Royalty:	12 ½%
Recordation:	Not Recorded
Lands:	Insofar and only insofar as said lease covers: <u>Township 25 South, Range 35 East</u> Section 5: Lot 1, SENE, NESE, SESE Lea County, New Mexico

**TRACT #3, 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: <u>Township 25 South, Range 35 East</u> Section 8: E2NE 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  
Section 8: E2NE  
Lea County, New Mexico

Lessor: G. Dan Thompson  
Original Lessee: OGX Acreage Fund LP  
Current Lessee: COG Acreage LP  
Lease Date: July 1, 2010  
Royalty: 1/4  
Recording: Book 1688, Page 897, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: SENE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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: 25%  
Recording: Book 1688, Page 889, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Section 8: E2NE  
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  
Property: 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  
Section 8: E2NE  
Lea County, New Mexico

Lessor: Norma Baird Loving, as Trustee of the Norma Baird Loving Living Trust  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 19, 2021  
Royalty: 25%  
Recording: Book 2175, Page 642, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: Shamrock Royalty, LLC  
Original Lessee: Jetstream Oil and Gas Partners, LP  
Current Lessee: BEXP I OG, LLC  
Lease Date: March 24, 2021  
Recording: Book 2178, Page 864, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: E2NE  
Lea County, New Mexico

Lessor: Paula Katheryn Warren  
Original Lessee: Jetstream Oil and Gas Partners, LP  
Current Lessee: BEXP I OG, LLC  
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  
Section 8: E2NE  
Lea County, New Mexico

Lessor: Lisa Loving Thompson  
Original Lessee: Jetstream Oil and Gas Partners, LP  
Current Lessee: BEXP I OG, LLC  
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  
Section 8: E2NE  
Lea County, New Mexico

Lessor: Jetstream Royalty Partners, LP  
Original Lessee: Jetstream Oil and Gas Partners, LP  
Current Lessee: BEXP I OG, LLC  
Lease Date: April 19, 2021  
Recording: Book 2183, Page 687, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: E2NE  
Lea County, New Mexico

Lessor: G. Dan Thompson  
Original Lessee: ConocoPhillips Company  
Current Lessee: COG Operating LLC  
Lease Date: December 1, 2021  
Royalty: 25%  
Recording: Book 2190, Page 74, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: James M. Davis  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2205, Page 843  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
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  
Section 8: SENE  
Lea County, New Mexico

Lessor: Jerry Billington, aka Jerry Dwayne Billington  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2205, Page 872, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: Karen Freck Rognerud  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2205, Page 208, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: Michael Freck  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2205, Page 210, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: Michael Hall Medlin  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2205, Page 861, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: Robert Freck  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2205, Page 209, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: Shawn Freck  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2205, Page 875, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: Terry Davis Holt, a/k/a Terry Lynn Holt  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2206, Page 113, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: TD Minerals LLC  
Original Lessee: Chief Capital (O&G) II LLC  
Current Lessee: Chief Capital (O&G) II LLC  
Lease Date: January 12, 2023  
Recording: Book 2205, Page 261, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: MSH Family Real Estate Partnership II, LLC  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2206, Page 576, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: SMP Titan Flex, LP  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 24%  
Recording: Book 2206, Page 579, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: SMP Titan Mineral Holdings, LP  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2206, Page 575, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: SMP Sidecar Titan Mineral Holdings, LP  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2206, Page 580, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: GGM Exploration, Inc.  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2206, Page 931, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: Pegasus Resources, LLC  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2206, Page 928, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: NENE  
Lea County, New Mexico

Lessor: Allen Clay Davis  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2206, Page 112, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: E2NE  
Lea County, New Mexico

Lessor: Donna Davis Hammack  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2206, Page 121, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: E2NE  
Lea County, New Mexico

Lessor: Georgia Davis Griffith  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 2, 2023  
Royalty: 25%  
Recording: Book 2206, Page 122, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: E2NE  
Lea County, New Mexico

Lessor: William K. Hollis  
Original Lessee: COG Operating LLC  
Current Lessee: COG Operating LLC  
Lease Date: January 1, 2023  
Royalty: 25%  
Recording: Book 2206, Page 141, Lea County Records  
Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
Section 8: E2NE  
Lea County, New Mexico

Lessor: Chisos Minerals, LLC  
 Original Lessee: MRC Permian Company  
 Current Lessee: MRC Permian Company  
 Lease Date: July 1, 2019  
 Recording: Book 2157, Page 325, Lea County Records  
 Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
 Section 8: SENE  
 Lea County, New Mexico

Lessor: Chisos Minerals, LLC  
 Original Lessee: MRC Permian Company  
 Current Lessee: MRC Permian Company  
 Lease Date: January 1, 2022  
 Recording: Book 2209, Page 458, Lea County Records  
 Lands: Insofar and only insofar as said lease covers:  
Township 25 South, Range 35 East  
 Section 8: NENE  
 Lea County, New Mexico

**TRACT # 4, Federal Lease**  
**80.00 acres**

Lessor: United States of America  
 Lease No.: 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  
 Section 8: E2SE  
 Lea County, New Mexico

**RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	80.00	19.9590%
2	160.82	40.1230%
3	80.00	19.9590%
4	80.00	19.9590%
<b>Total</b>	<b>400.05</b>	<b>100.0000%</b>




**From:** [Barron, Jeanette](#)  
**To:** [Clelland, Sarah, EMNRD](#)  
**Subject:** [EXTERNAL] Re: [EXTERNAL]Action ID 249406 OLM-291  
**Date:** Wednesday, April 23, 2025 9:48:02 AM  
**Attachments:** [image.png](#)

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


Good morning Sarah, please see the response from the SLO below.


[EXTERNAL]RE: OLM for oil only Notice Deerstalker Fed Com 701H


**Summary by Copilot**



Lamkin, Baylen L. <blamkin@nmslo.gov>

To:  Barron, Jeanette

 You replied on Wed 4/23/2025 9:44 AM


 Retention: Inbox-1 year (1 year) Expires: Thu 4/23/2026 9:28 AM

**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.

Good morning Jeanette,

I have received the two notices sent and the SLO does not have an issue with them.

Kind regards,



*Baylen Landis, MBA*

*Petroleum Specialist Supervisor  
Petroleum Engineer  
Oil, Gas and Minerals Division  
Office 505.827.6628  
Cell 505.231.0420  
New Mexico State Land Office  
310 Old Santa Fe Trail  
P.O. Box 1148*

**Jeanette Barron** | Regulatory Coordinator, Delaware Basin NM | **ConocoPhillips**  
**O:** 575-748-6974 | **C:** 575-909-2803 |2208 W. Main Street, Artesia, New Mexico

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**From:** Clelland, Sarah, EMNRD <Sarah.Clelland@emnrd.nm.gov>  
**Sent:** Monday, April 21, 2025 8:34 AM  
**To:** Barron, Jeanette <Jeanette.Barron@conocophillips.com>  
**Subject:** [EXTERNAL]Action ID 249406 OLM-291

**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.

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

The Division is reviewing the following application:

Action ID	249406
Admin No.	OLM-291
Applicant	COG Operating, LLC
Title	Deerstalker Federal 8 O CTB (Oil)
Sub. Date	08/08/2023

Please provide the following additional supplemental documents:

- 

Please provide additional information regarding the following:

- Please verify SLO notification of SC 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.

Thanks,

*Sarah Clelland*

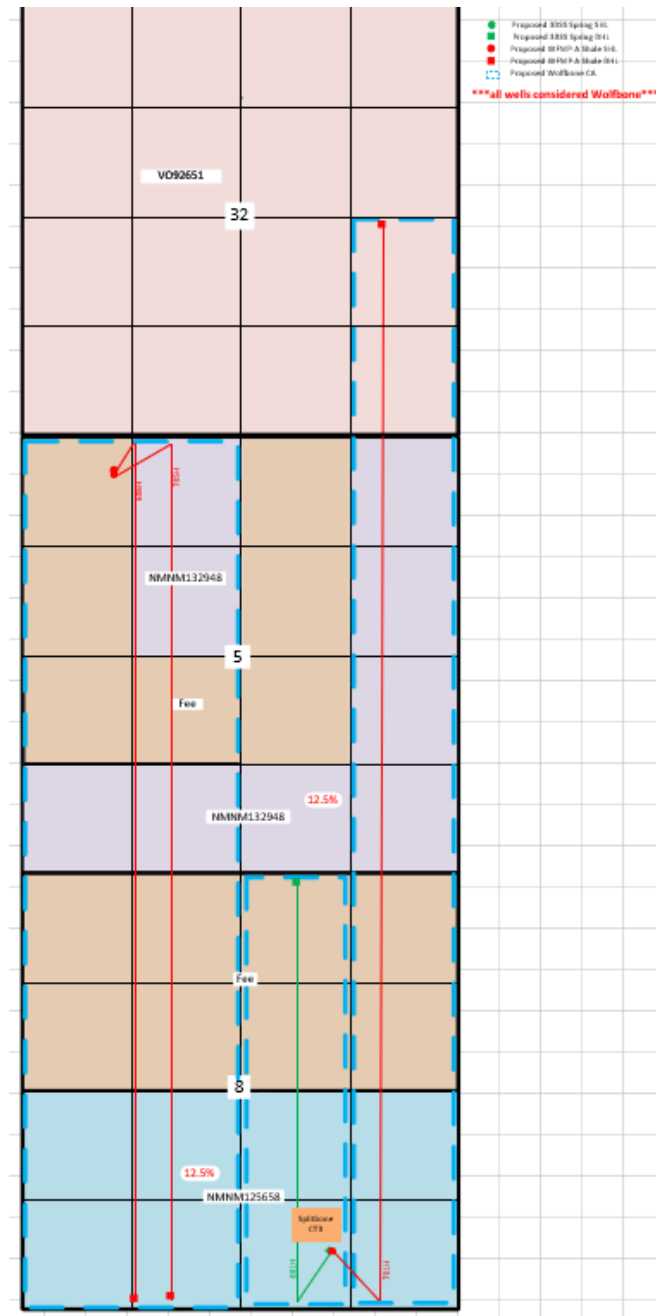
**Petroleum Specialist**  
State of New Mexico  
Energy, Minerals, and Natural Resources Department  
Oil Conservation Division  
Cell: (505) 537-0627  
Sarah.Clelland@emnrd.nm.gov

**From:** [Barron, Jeanette](#)  
**To:** [Clelland, Sarah, FMNRD](#)  
**Subject:** [EXTERNAL] Re: [EXTERNAL] Action ID 249406 OLM-291  
**Date:** Wednesday, April 2, 2025 2:31:03 PM  
**Attachments:** [image.png](#)

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Hello Sarah, Yes, it is the correct lease map, I sent an OLM for the Deerstalker 601H I dont have the action ID but I can look for it, if needed.

Thanks for asking! This is all the Deerstalker wells, because we could not commingle the two wells we did the splitbone design CTB



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

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

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**From:** Clelland, Sarah, EMNRD <Sarah.Clelland@emnrd.nm.gov>

**Sent:** Wednesday, April 2, 2025 2:15 PM

**To:** Barron, Jeanette <Jeanette.Barron@conocophillips.com>

**Subject:** [EXTERNAL]Action ID 249406 OLM-291

**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.

Hi Jeanette,

I am working on Action ID 249406. The lease map shows the Splitbone CTB. I just want to make sure that we have the right lease map. Can you please check and let me know?

Thanks,

*Sarah Clelland*

**Petroleum Specialist**

State of New Mexico

Energy, Minerals, and Natural Resources Department

Oil Conservation Division

Cell: (505) 537-0627

Sarah.Clelland@emnrd.nm.gov

**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-291**

**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**



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**GERASIMOS RAZATOS  
DIRECTOR (ACTING)**

**DATE:** 4/30/2025

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

Order: **OLM-291**

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
<b>WC025 G09 S243532M;WOLFBONE</b>	<b>98098</b>

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

Lease	UL or Q/Q	S-T-R
PROPOSED CA Wolfbone NMNM 106310643	I, P	32-24S-35E
	A, H, I, P	05-25S-35E
	A, H, I, P	08-25S-35E
CA Wolbone SLO 204734 PUN 1401701	I, P	32-24S-35E
	A, H, I, P	05-25S-35E
	A, H, I, P	08-25S-35E

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-50409	DEERSTALKER FEDERAL COM #701H	I, P	32-24S-35E	98098
		A, H, I, P	05-25S-35E	
		A, H, I, P	08-25S-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 249406

CONDITIONS

Operator: COG OPERATING LLC 600 W Illinois Ave Midland, TX 79701	OGRID: 229137
	Action Number: 249406
	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 <a href="mailto:OCD.Engineer@emnrd.nm.gov">OCD.Engineer@emnrd.nm.gov</a> .	4/30/2025