

SENT VIA E-MAIL: PAUL@SPUREPLLC.COM

SPUR ENERGY PARTNERS LLC

Attention: Mr. Paul Eschete
9655 Katy Freeway, Suite 500
Houston, TX 77024

Re: Pooling Application 21733
Sections NE/4 14 and N/2 13 T17S-R28E
Eddy County, New Mexico

This letter agreement (this "Agreement") pertains to Application of Pooling No. 21733, (the "Application"), and resulting Order to be issued thereunder (whether one or more, the "Pooling Order"), and the well proposals for the AID NORTH 10H, AID NORTH 11H, AID NORTH 12H, AID NORTH 50H, AID NORTH 51H, AID NORTH 70H wells (including any replacement wells or subsequent wells to be drilled in a unit that is the subject of the Application, and such wells are referred to collectively herein as the "Wells" or individually as the "Well") **all** located in NE/4 Section 14 and N/2 Section 13, T17S-R28E, Eddy County, New Mexico (the "Sections"). Spur Energy Partners LLC ("Spur") will serve as operator under the Pooling Order, and Apache Corporation ("Apache") is a non-operating leasehold owner within the Sections. In connection with the well proposals for the Wells, Apache has requested the ability to defer its election to participate in the Wells and to pay its share of the estimated costs to drill, complete or plug and abandon, and equip the Wells. This Agreement sets forth the terms, procedures, and conditions pertaining to the deferral of Apache's participation election and payment for the Wells.

Upon Apache's timely receipt of a duly countersigned copy of this Agreement, Spur and Apache agree as follows:

1. Apache shall not be required to make an election to participate in the Wells pursuant to Spur's Well proposal letters, dated January 4th, 2021, ("Well proposals"); instead, not more than thirty (30) days prior to the date on which Spur anticipates spudding the Wells, Spur will provide Apache with written notice by certified mail of its intent to spud the Wells (the "Election Notice"). Spur will provide an individual Election Notice for each Well. Within thirty (30) days of its receipt of the Election Notice (the "Election Period"), Apache will make its election whether to participate in the Well, however, in no event shall Apache's election be due prior to the date such election would be due pursuant to the Pooling Order. If Spur does not receive written notice of Apache's election to participate in the Well within such thirty (30) day period, then Apache shall be deemed to have elected not to participate in the Well and shall be treated as a non-consenting party under the Pooling Order. For the avoidance of doubt, an election to participate in a Well shall mean an election to participate in the drilling, completion or abandonment, and equipping of such Well. Apache's failure to elect to participate in any Well pursuant to an Election Notice shall not limit Apache's rights to participate through this Agreement in any other subsequent Wells under the Pooling Order, and this Agreement preserves Apache's right to participate in the Wells, subject to the terms set forth herein.
2. If a Well is not spud within thirty (30) days of the expiration of the applicable Election Period, regardless of whether Apache elects to participate or not to participate, then Apache's election under the applicable Election Notice will be void, and Spur will submit a new, replacement Election Notice, specifying the new anticipated spud date for the applicable Well. The same procedures set forth in paragraph 1 relating to an Election Notice and Apache's election shall apply to any such replacement Election Notice provided under this Paragraph 2.

Spur Rebuttal Exhibit 3
Case No. 21733
June 17, 2021

3. If Apache elects to participate in the drilling, completion, and equipping of a Well, then in lieu of Apache prepaying its proportionate share of the estimated Well costs as provided for in the Pooling Order or Authority for Expenditure ("AFE"), Spur will invoice Apache for its working interest share of the well costs incurred by Spur associated with such Well on a monthly basis through Spur's joint interest billing procedure. Apache shall pay undisputed invoiced amounts within thirty (30) days from receipt thereof. The Well costs provided for in the Pooling Order and AFE are estimates only and Apache agrees to pay its proportionate share of the actual cost incurred.
4. Except as expressly modified by this Agreement, the terms of the Pooling Order are confirmed without further modification or amendment. The terms, conditions, and obligations of this Agreement and Pooling Order shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
5. As to each Pooling Order and the applicable Application associated with such Pooling Order, this Agreement and any rights and obligations of the parties hereunder shall terminate and expire in their entirety on the date such Pooling Order expires or upon the mutual written consent of the parties hereto. As to any particular Pooling Order, it is not intended that any right or obligation created by this Agreement extend beyond the expiration date of such Pooling Order, except for any unsatisfied obligation created or incurred during the term of this Agreement and prior to the expiration of said Pooling Order, such as Apache's obligation to pay its proportionate share of costs for the applicable Wells if it elects to participate therein.
6. This Agreement is not intended to create, does not create, and shall not be construed to create a fiduciary relationship, constructive trust, partnership, joint venture, or mining partnership between the parties hereto, and no act by any of the parties hereto shall operate to create such a relationship, nor shall any of the provisions hereof be construed or implied as creating such relationship for any purposes whatsoever.
7. This Agreement, together with the Pooling Order, constitutes the entire understanding between Apache and Spur regarding the subject matter hereof, and supersedes all prior written or verbal negotiations, discussions, arrangements, agreements, and understandings between the parties hereto with regard to the subject matter hereof, including the Well Proposals. This Agreement may be amended, modified, altered, supplemented, waived, or revoked only by a written agreement signed by duly authorized representatives of the parties hereto.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to any conflicts of laws principles that may require the application of the laws of another jurisdiction; provided, however, that no law, theory, or public policy shall be given effect which would undermine, diminish, or reduce the effectiveness of the waiver of damages provided in **section 9** hereof, it being the express intent, understanding, and agreement of the parties that such waiver is to be given the fullest effect, notwithstanding the negligence (whether sole, joint or concurrent), gross negligence, willful misconduct, strict liability, or other legal fault of any party. The parties agree that the state and federal courts sitting in Harris County, Texas shall have exclusive jurisdiction over any litigation that may arise between the parties relating to this Agreement; and the parties irrevocably submit to the jurisdiction and venue of such courts for such purposes. The parties also waive any objection they might have to the laying of venue in such courts, including obligations based upon grounds that such venue is inconvenient.
9. Notwithstanding anything to the contrary contained herein, no party hereto shall be liable to the other for special, indirect, consequential, exemplary, or punitive damages arising out of,

associated with, or relating to this Agreement (including loss of profit or business interruptions, however same may be caused) and each party hereby waives all claims for any such damages.

Please signify your acceptance of this Agreement by executing in the space provided below and returning one (1) duly executed counterpart original of this Agreement to the undersigned. Should you have any questions, please contact Leslie Mullin at leslie.mullin@apachecorp.com.

Sincerely,

APACHE CORPORATION

Justin Matthews
Attorney in Fact

AGREED TO AND ACCEPTED THIS _____ DAY OF _____, 2021.

SPUR ENERGY PARTNERS LLC

Print: _____

Title: _____



June 16, 2021

Gary Causey
 MEC Petroleum Corporation
 500 W. Illinois, Suite 610
 Midland, Texas 79701

Via Electronic Mail

Re: Letter Agreement in Support of Spur Energy Partners LLC as Operator for the Aid State 10H, 11H, 12H, 50H, 51H, 70H

Dear Mr. Causey:

As you know, SEP Permian LLC (“Spur”), a wholly-owned subsidiary of Spur Energy Partners LLC, has proposed to drill and complete the subject wells referenced above. This letter memorializes MEC Petroleum Corporation’s and Spur’s understanding that MEC Petroleum Corporation acknowledges, agrees to support, and will not contest the appointment of Spur as operator of the wells referenced above.

If you agree with the terms set forth herein, please indicate your acceptance and agreement by signing in the space below and provide an executed copy to me. If you have any questions, please do not hesitate to contact me.

Sincerely,

Spur Energy Partners LLC

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

Paul Eschete
 Executive Vice President, Land

MEC Petroleum Corporation

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

Gary Causey
 Vice President - Exploration
 Date: 6/16/2021

BEFORE THE OIL CONSERVATION DIVISION
 Santa Fe, New Mexico
 Exhibit No. C-4A
 Submitted by: Spur Energy Partners, LLC
 Hearing Date: June 17, 2021
 Case No. 21733



June 17, 2021

Brett Douglas
 ConocoPhillips Company
 600 W. Illinois Avenue
 Midland, Texas 79701

Via Electronic Mail

Re: Pending Term Assignment to Spur Energy Partners LLC for the Aid State 10H, 11H, 12H, 50H, 51H, 70H


Dear Mr. Douglas:

As you know, ConocoPhillips Company ("COPC") and SEP Permian LLC ("SEP"), a wholly-owned subsidiary of Spur Energy Partners LLC, have verbally agreed on SEP's acquisition of all of COPC's interests in the subject unit. The parties are currently finalizing a definitive agreement with an expected close date of June 28, 2021.

If you agree with the terms set forth herein, please indicate your acceptance and agreement by signing in the space below and provide an executed copy to me. If you have any questions, please do not hesitate to contact me.


Sincerely,

Spur Energy Partners LLC



 Paul Eschete
 Executive Vice President, Land

ConocoPhillips Company



 By: Brett Douglas
 Title: Land Manager
 Date: 6/17/2021



Spur's Interest including 3rd Party Support

AID NORTH DSU - UNIT INTEREST SUMMARY		
SEP OWNERS	WI/Op Rights	NMA
SEP Permian, LLC	0.4625000	222.0000
Longfellow LH, LLC	0.2561564	122.9550
Murchison Oil & Gas, LLC	0.0791667	38.0000
American Standard Energy Corporation	0.0566667	27.2000
Apache Corporation	0.0416667	20.0000
ConocoPhillips Company	0.0375000	18.0000
Chisos, Ltd.	0.0169271	8.1250
Yates Energy Corporation	0.0144166	6.9200
G.P.C. Oil & Gas Corporation	0.0133333	6.4000
Julia Ann Hightower Barnett	0.0133333	6.4000
MEC Petroleum Corporation	0.0041667	2.0000
Fred G. Yates, Inc.	0.0041667	2.0000
TOTALS	1.0000000	480.0000

Supports SEP Permian LLC as operator

