

LET2K-200707-C-107B PLC-688

Revised March 23, 2017

RECEIVED: 7/7/20	REVIEWER: DM	TYPE: PLC	APP NO: pDM2019038832
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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: COG Operating, LLC **OGRID Number:** 229137
Well Name: Baseball Cap Federal Com 607H, 608H & 707H **API:** 30-025-45786/30-025-45787/30-025-45790
Pool: Red Hill; Bone Spring & WC-025 G-09 S253402N; Wolfcamp **Pool Code:** 96434 / 98116

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.

Jeanette Barron

Print or Type Name

Signature

7/7/20
Date

575-746-6974

Phone Number

jbarron@concho.com

e-mail Address



July 7, 2020

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

Re: Application for Administrative Approval of Pool Lease Commingle

Dear Mr. McClure,

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

Baseball Cap Federal Com 607H
API# 30-025-45786
Red Hills; Bone Spring, North
Ut. M, Sec. 25-T24S-R34E
Lea County, NM

Baseball Cap Federal Com 608H
API# 30-025-45787
Red Hills; Bone Spring, North
Ut. M, Sec. 25-T24S-R34E
Lea County, NM

Baseball Cap Federal Com 707H
API# 30-025-45790
WC-025 G-09 S253402N; Wolfcamp
Ut. M, Sec. 25-T24S-R34E
Lea County, NM

Oil Production:

The oil production from all wells will be measured separately by allocation meter prior to being commingled at the Central Tank Battery located in Unit M, Section 25-T24S-R34E. In the event the CTB is over capacity or in the case of battery or pipeline repairs the oil production from these wells may be transported by truck to either the Red Hills Offload Station, located in Unit O, section 4-T26S-R32E, or the Jal Offload Station, located in Unit D, Section 4-T26S-R37E, Lea County. In this case, the oil will remain segregated and will be measured by lact meter when offloading at said stations.

The Baseball Cap wells have identical ownership in identical percentages, therefore, no owner notification is required. A letter from the responsible COG landman stating this fact is enclosed with this application.

Gas Production:

The gas production from all wells will be measured separately by allocation meter prior to being commingled and entering a gas flow line to the gas custody transfer meter at the Central Tank Battery located in M, Section 25-T24S-R34E. The Targa gas sales meter # 161001233.

CORPORATE ADDRESS

One Concho Center | 600 West Illinois Avenue | Midland, Texas 79701
P 432.683.7443 | F 432.683.7441

ARTESIA WEST OFFICE

2208 Main Street | Artesia, New Mexico 88210
P 575.746.6940 | F 575.746.2096



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

Thank you for your attention to this matter.

Sincerely,

Jeanette Barron
Regulatory Technician II

CORPORATE ADDRESS

One Concho Center | 600 West Illinois Avenue | Midland Texas 79701
P 432.683 7443 | F 432.663 7441

ARTESIA WEST OFFICE

2208 Main Street | Artesia, New Mexico 88210
P 575.748 6940 | F 575.746.2096

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
Red Hills; Bone Spring, North 96434	42.5 / BTU 1397	42.5 / BTU 1383			
WC-25 G-09 S253402N; Wolfcamp 98116	42.5 / BTU 1352				

(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 Technician II

DATE: 7/7/20

TYPE OR PRINT NAME Jeanette Barron TELEPHONE NO.: 575.748.6974

E-MAIL ADDRESS: jbarron@concho.com

DISTRICT I
1625 N. FRENCH DR., HOBBS, NM 88240
Phone: (575) 393-6181 Fax: (575) 393-9780

DISTRICT II
811 S. FIRST ST., ARTESIA, NM 88210
Phone: (575) 748-1263 Fax: (575) 748-9720

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

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

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

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

☒ AMENDED REPORT
As Drilled

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-45786	Pool Code 96434	Pool Name Red Hills; Bone Spring, North
Property Code 319803	Property Name BASEBALL CAP FEDERAL COM	
OGRID No. 229137	Operator Name COG OPERATING, LLC	Well Number 607H Elevation 3422.6'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	25	24-S	34-E		340	SOUTH	1030	WEST	LEA

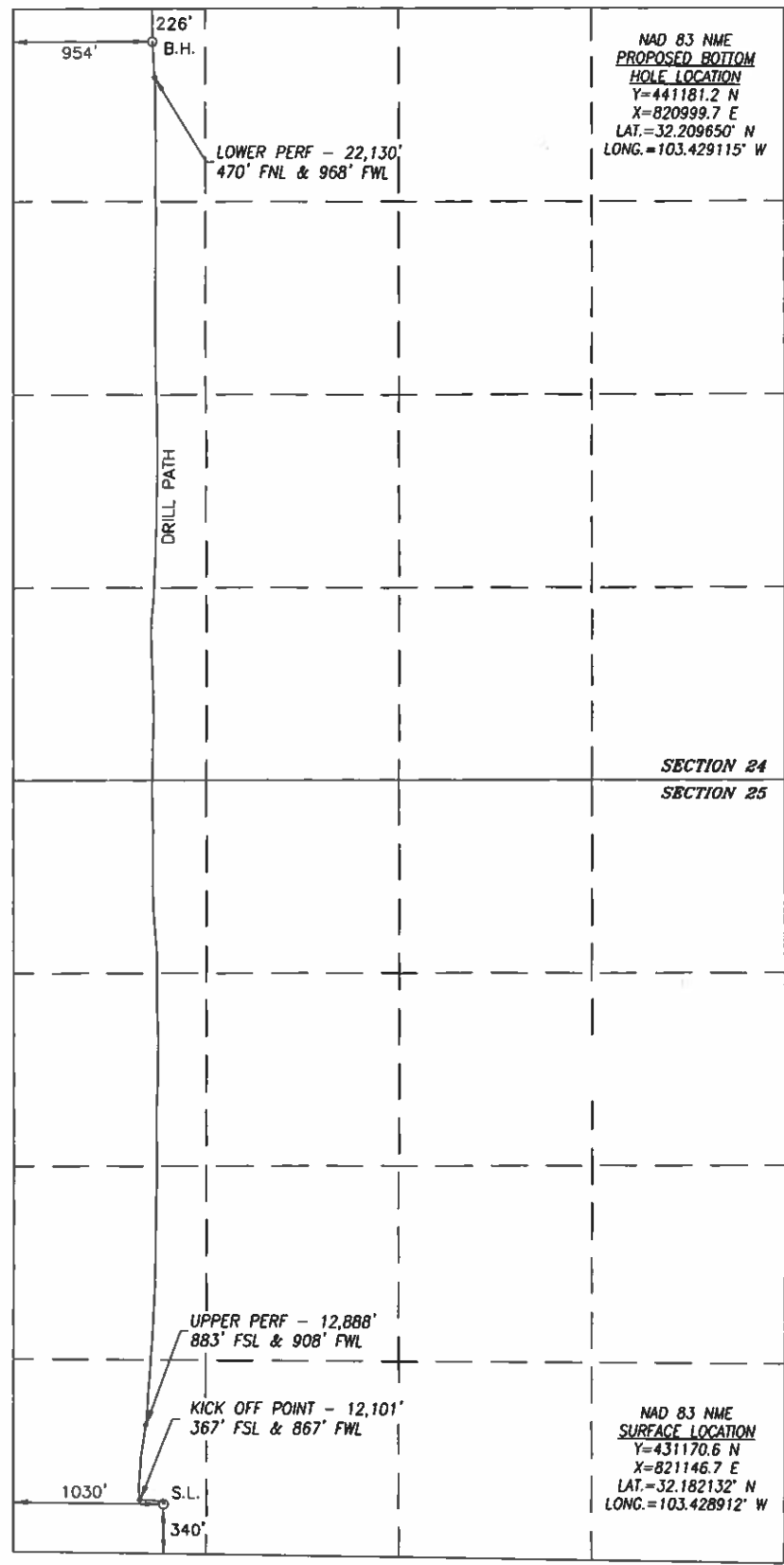
Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	24	24-S	34-E		226	NORTH	954	WEST	LEA
Dedicated Acres 320		Joint or Infill	Consolidation Code		Order No.				

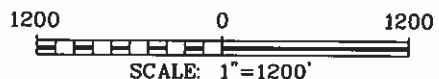
NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

SEE PAGE 2

Property Code 319803	Property Name BASEBALL CAP FEDERAL COM	Well Number 607H
OGRID No. 229137	Operator Name COG OPERATING, LLC	Elevation 3422.6'



SURFACE INFO AND BORSPATH SHOWN HEREON IS BASED ON DIRECTIONAL SURVEY REPORT PROVIDED BY COG OPERATING, LLC FOR THE BASEBALL CAP FEDERAL COM #607H SUPPLIED TO HARCROW SURVEYING, LLC ON JANUARY 27, 2020



OPERATOR CERTIFICATION

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

Jeanette Barron 7/7/20
Signature Date

Jeanette Barron
Printed Name

jbarron@concho.com
E-mail Address

SURVEYOR CERTIFICATION

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

MAR. 8, 2018/JULY 24, 2019
Date of Survey/Date of Geographic Survey

Signature & Seal of Professional Surveyor

Chad L. Harcrow 1/29/20
Certificate No. CHAD HARCROW 17777
W.O. # 20-158 DRAWN BY: WN

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) 748-1263 Fax: (575) 748-8720

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

DISTRICT IV
1220 S. ST. FRANCIS DR., SANTA FE, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3482

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-45787	Pool Code 96434	Pool Name RED HILLS; BONE SPRING, NORTH
Property Code 319803	Property Name BASEBALL CAP FEDERAL COM	Well Number 608H
OGRID No. 229137	Operator Name COG OPERATING, LLC	Elevation 3423.8'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	25	24-S	34-E		340	SOUTH	970	WEST	LEA

Bottom Hole Location If Different From Surface

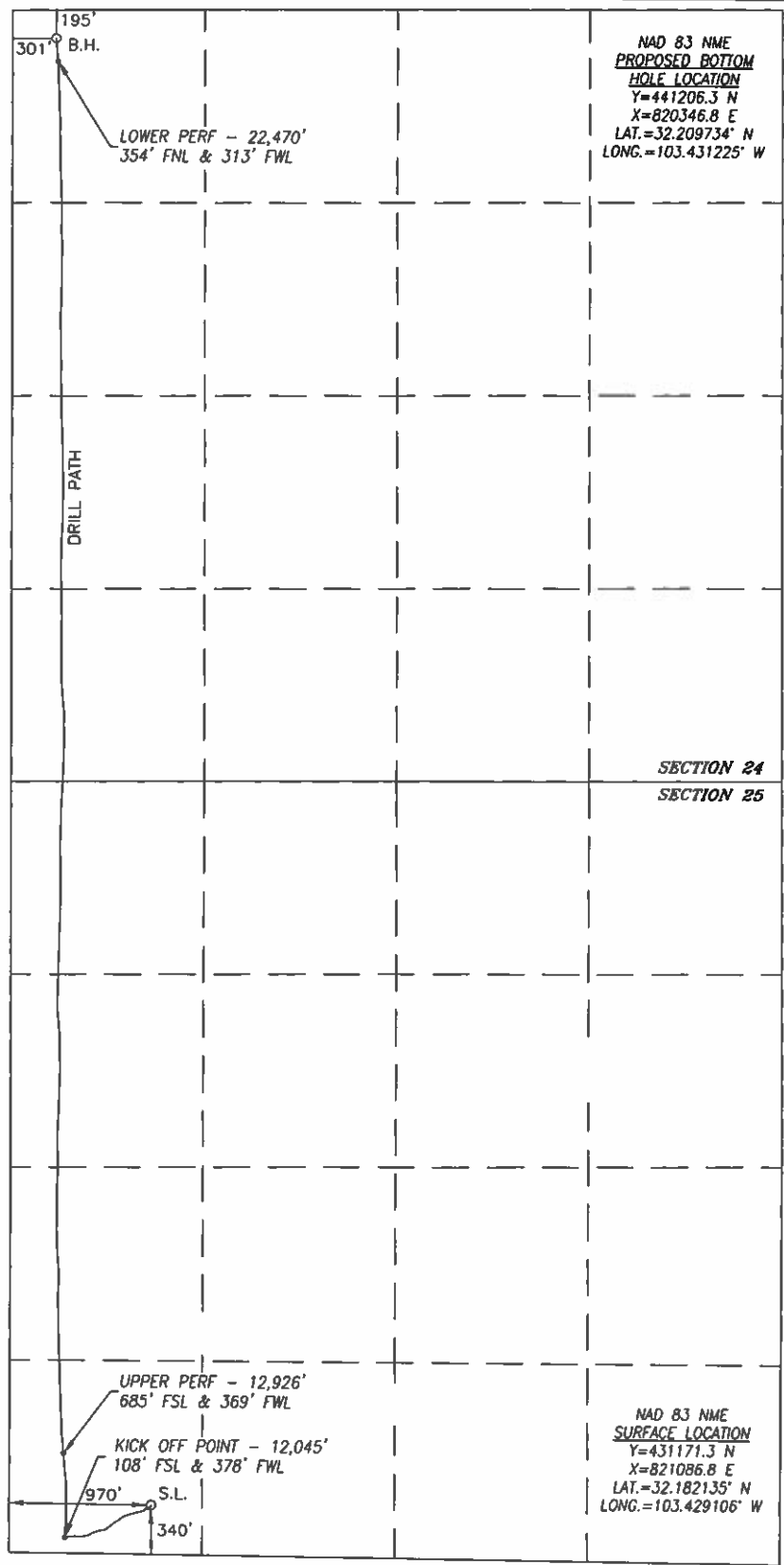
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	24	24-S	34-E		195	NORTH	301	WEST	LEA

Dedicated Acres 320	Joint or Infill	Consolidation Code	Order No.
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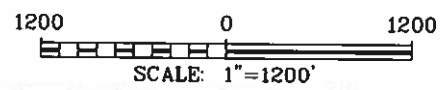
NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

SEE PAGE 2

Property Code	Property Name BASEBALL CAP FEDERAL COM	Well Number 608H
OGRID No.	Operator Name COG OPERATING, LLC	Elevation 3423.8'



SURFACE INFO AND BOREPATH SHOWN HEREON IS BASED ON DIRECTIONAL SURVEY REPORT PROVIDED BY COG OPERATING, LLC FOR THE BASEBALL CAP FEDERAL COM #608H SUPPLIED TO HARCROW SURVEYING, LLC ON JANUARY 27, 2020



OPERATOR CERTIFICATION

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

Jeanette Barron 7/7/20
Signature Date

Jeanette Barron
Printed Name

jbarron@concho.com
E-mail Address

SURVEYOR CERTIFICATION

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

MAR. 8, 2018/SEPT. 8, 2019
Date of Survey/Date of Geographic Survey

Signature & Seal of Professional Surveyor

CHAD L. HARCROW
NEW MEXICO
17777
LICENSED PROFESSIONAL SURVEYOR

Chad Harcrow 1/29/20
Certificate No. CHAD HARCROW 17777

PAGE 2 OF 2 W.O. # 20-159 DRAWN BY: WN

DISTRICT I
1623 N. FRENCH DR., HOBBES, NM 88240
Phone: (505) 393-6191 Fax: (505) 393-0729

DISTRICT II
911 S. FIRST ST., ARTESIA, NM 88210
Phone: (505) 748-1883 Fax: (505) 748-9720

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

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

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

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

☒ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-45790		Pool Code 98116	Pool Name WC-025 G-09 S253402N; WOLFCAMP
Property Code 319803	Property Name BASEBALL CAP FEDERAL COM		Well Number 707H
OGRID No. 229137	Operator Name COG OPERATING, LLC		Elevation 3423.0'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	25	24-S	34-E		340	SOUTH	1000	WEST	LEA

Bottom Hole Location If Different From Surface

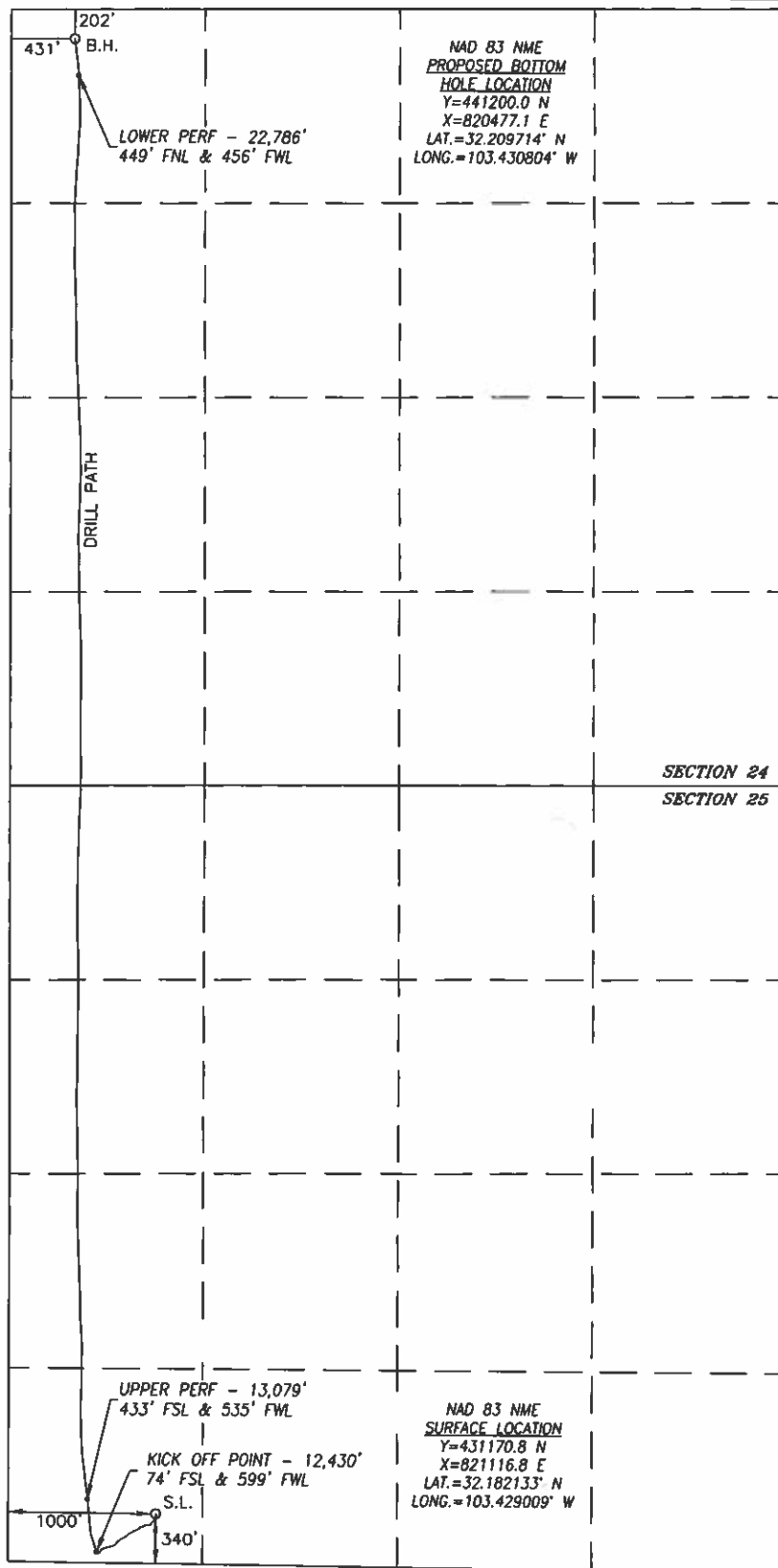
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	24	24-S	34-E		202	NORTH	431	WEST	LEA

Dedicated Acres 320	Joint or Infill	Consolidation Code	Order No.
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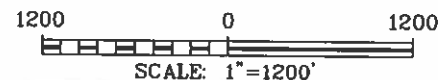
NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
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SEE PAGE 2

Property Code	Property Name BASEBALL CAP FEDERAL COM	Well Number 707H
OGRID No.	Operator Name COG OPERATING, LLC	Elevation 3423.0'



SURFACE INFO AND BOREPATH SHOWN HEREON IS BASED ON DIRECTIONAL SURVEY REPORT PROVIDED BY COG OPERATING, LLC FOR THE BASEBALL CAP FEDERAL COM #707H SUPPLIED TO HARCROW SURVEYING, LLC ON JANUARY 27, 2020



OPERATOR CERTIFICATION

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

Jeanette Barron 7/7/20
Signature Date

Jeanette Barron

Printed Name

jbarron@concho.com

E-mail Address

SURVEYOR CERTIFICATION

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

MAR. 8, 2018/AUG. 18, 2019

Date of Survey/Date of Geographic Survey

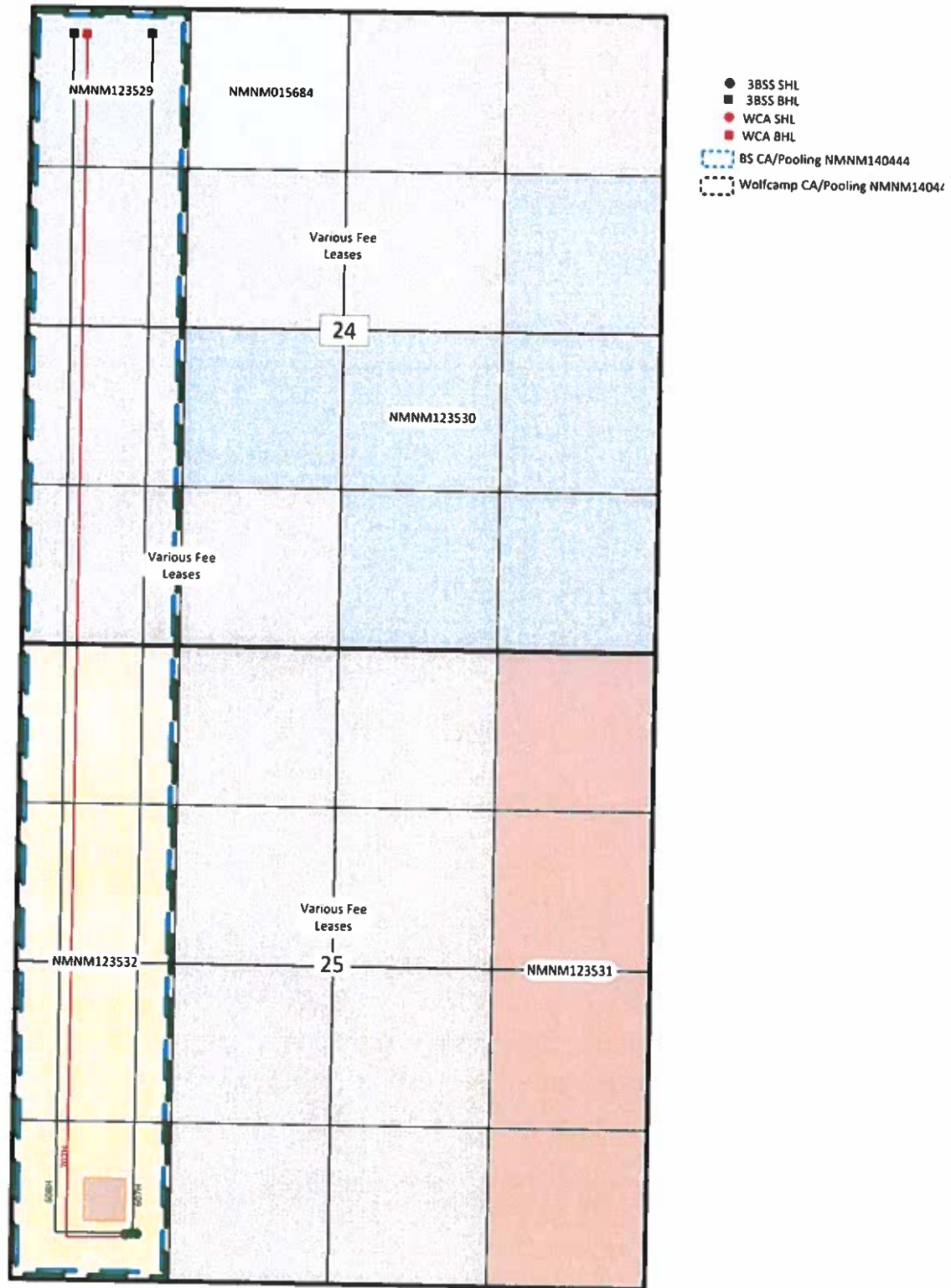
Signature & Seal of Professional Surveyor



Chad Harcrow 1/30/20
Certificate No. CHAD HARCROW 17777

DW - 05/10/19
07/31/19

Baseball Cap Federal 25M CTB



Sec. 24, 25, 36-T24S-R34E
Lea County, NM

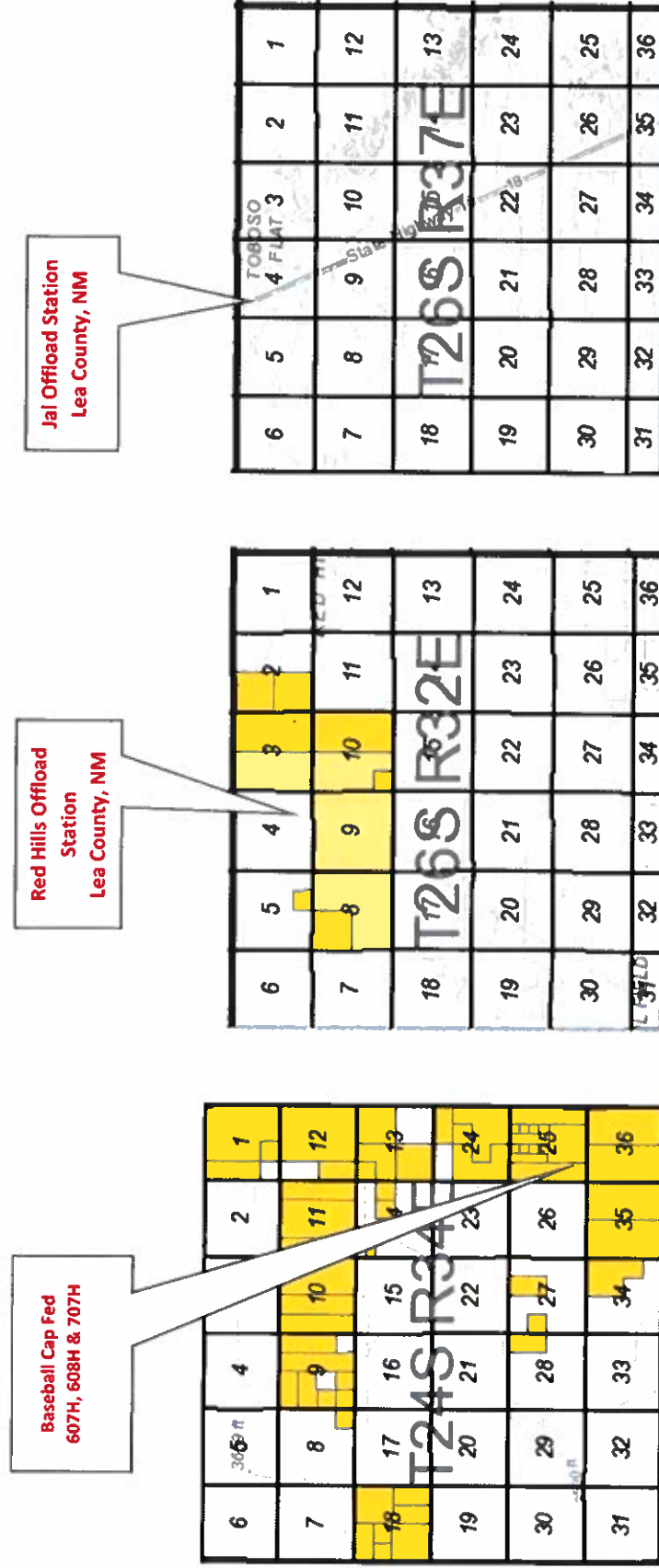




Baseball Cap Federal 607H, 608H & 707H

&

Red Hills and Jal Offload Station Map





Matt Solomon
Staff Landman

May 28, 2020

RE: Off-Lease Measurement For Baseball Cap Federal Com 607H, 608H, and 707H wells

To Whom It Concerns:

My name is Matt Solomon, and I am the landman that oversees the Baseball Cap Federal Com wells for COG Operating LLC ("Concho").

Regarding the Baseball Cap Federal Com 607H, 608H, and 707H wells the following statements are true:

- 1) The revenue owners are identical as defined in NMAC 19.15.12.7.B.
- 2) The leases or pools have the same working, royalty and overriding royalty owners in exactly the same percentages.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "MS", written over a circular stamp.

Matt Solomon - CPL, J.D.
Staff Landman

432-685-4352 (o)

832-544-9492 (c)

msolomon@concho.com

COMMUNITIZATION AGREEMENT

Contract No. _____

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such Parties being hereinafter referred to as "parties hereto."

WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any 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 and depicted on "Exhibit A":

Township 24 South, Range 34 East, N.M.P.M.

Section 24: W/2 W/2

Section 25: W/2 W/2

Lea County, New Mexico

Containing 320 acres, and this agreement shall include only the **Bone Spring Formation** underlying said lands and the natural gas, the crude oil and the associated natural gas, hereinafter, 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 B, designating the operator of the communitized area and showing the acreage, percentage, depths communitized 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.

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 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 each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal, State or fee land included within the CA area are to be placed in an interest earning escrow or trust account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall

be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders rules or regulations.

10. The effective date of this agreement is **August 1, 2019**, 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 occurs in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. **Nondiscrimination:** In connection with the performance of work under this agreement, the operator agrees to comply with all 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 above written and have set opposite their respective names the date of execution.

OPERATOR:

COG OPERATING LLC

Date: 6/27/19

By: _____

Sean Johnson
Attorney-in-Fact

[Signature]
JNC

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on June 27, 2019, by Sean Johnson, Attorney-in-Fact of COG Operating LLC, a Delaware Limited Liability Company, on behalf of same.

2-14-2023
My Commission Expires



[Signature]
Notary Public in and for the State of Texas

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD:

Date: 6/27/19

COG OPERATING LLC

By: [Signature]
Sean Johnson
Attorney-in-Fact

Date: 6/27/19

CONCHO OIL & GAS, LLC

By: [Signature]
Sean Johnson
Attorney-in-Fact

Date: _____

BRADLEY S. BATES

By: _____
Name: _____
Title: _____

EOG RESOURCES, INC.
(Successor by Merger to EOG Y Resources, Inc.,
EOG A Resources, Inc., and
EOG M Resources, Inc.)

Date: _____

By: _____
Name: _____
Title: _____

ENERGEN RESOURCES CORPORATION

Date: _____

By: _____
Name: _____
Title: _____

COMMERCE FIRST ROYALTIES, LLC

Date: _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF MIDLAND §

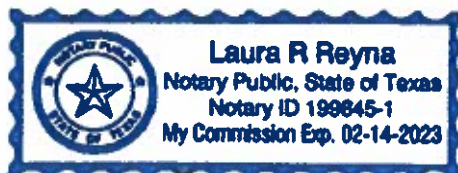
The foregoing instrument was acknowledged before me on the 22th day of June, 2019, by Sean Johnson, as Attorney-In-Fact of COG OPERATING LLC, a Delaware limited liability company, on behalf of said limited liability company.



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

STATE OF TEXAS §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the 22th day of June, 2019, by Sean Johnson, as Attorney-In-Fact of CONCHO OIL & GAS, LLC, a Texas limited liability company, on behalf of said limited liability company.



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

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by BRADLEY S. BATES.

NOTARY PUBLIC in and for the State of _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by Wendy Dalton as Attorney-In-Fact of EOG RESOURCES, INC., (Successor by Merger to EOG Y Resources, Inc., EOG A Resources, Inc., EOG M Resources, Inc.) a _____, on behalf of said _____.

NOTARY PUBLIC in and for the State of _____

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD:

COG OPERATING LLC

Date: _____

By: _____

~~Mark A. Carter~~
Attorney-in-Fact

CONCHO OIL & GAS, LLC

Date: _____

By: _____

~~Mark A. Carter~~
Attorney-in-Fact

9-20-2018
Date: Bradley S. Bates, President
202 Crude, LLC, General Partner
of Muleshoe Crude, LP

~~BRADLEY S. BATES~~ ~~for~~ Muleshoe Crude LP

By: [Signature]

Name: BRADLEY S. BATES

Title: owner & President of 202 crude
LLC, General Partner of Muleshoe Crude LP
YATES PETROLEUM CORPORATION

Date: _____

By: _____

Name: _____

Title: _____

EOG-A RESOURCES, INC.

Date: _____

By: _____

Name: _____

Title: _____

EOG-M RESOURCES, INC.

Date: _____

By: _____

Name: _____

Title: _____

ENERGEN RESOURCES CORPORATION

Date: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the _____ day of _____, 2018, by Mark A. Carter, as Attorney-In-Fact of COG OPERATING LLC, a Delaware limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC in and for the State of Texas

STATE OF TEXAS §
COUNTY OF MIDLAND §

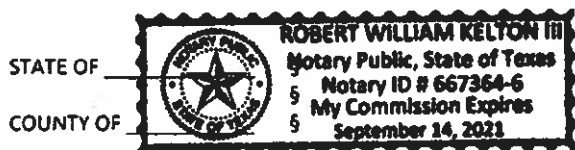
The foregoing instrument was acknowledged before me on the _____ day of _____, 2018, by Mark A. Carter, as Attorney-In-Fact of CONCHO OIL & GAS, LLC, a Texas limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC in and for the State of Texas

STATE OF Texas §
COUNTY OF Midland §

This instrument was acknowledged before me on the 20 day of September, 2018, by BRADLEY S. BATES, Pres, Leno of 202 Cuide LLC General Partner of Muleshoe Cuide LP as the acting Muleshoe Cuide LP
the said limited partnership. Robert William Kelton III

NOTARY PUBLIC in and for the State of TEXAS



This instrument was acknowledged before me on the _____ day of _____, 2018, by _____ as _____ of YATES PETROLEUM CORPORATION, a _____, on behalf of said _____.

NOTARY PUBLIC in and for the State of _____

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD:

COG OPERATING LLC

Date: _____

By: _____

~~Mark A. Carter~~

Attorney-in-Fact

CONCHO OIL & GAS, LLC

Date: _____

By: _____

~~Mark A. Carter~~

Attorney-in-Fact

BRADLEY S. BATES

Date: _____

By: _____

Name: _____

Title: _____

EOG RESOURCES, INC.

(Successor by Merger to EOG Y Resources, Inc.,

EOG A Resources, Inc., and

EOG M Resources, Inc.)

Date: _____

By: Wendy Dalton *ad*

Name: _____

Title: _____

ENERGEN RESOURCES CORPORATION

Date: _____

By: _____

Name: _____

Title: _____

COMMERCE FIRST ROYALTIES, LLC

Date: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the _____ day of _____, 2019, by Mark A. Carter, as Attorney-In-Fact of COG OPERATING LLC, a Delaware limited liability company, on behalf of said limited liability company.

 NOTARY PUBLIC in and for the State of Texas

STATE OF TEXAS §
 COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the _____ day of _____, 2019, by Mark A. Carter, as Attorney-In-Fact of CONCHO OIL & GAS, LLC, a Texas limited liability company, on behalf of said limited liability company.

 NOTARY PUBLIC in and for the State of Texas

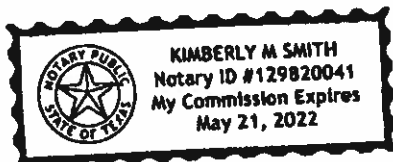
STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by BRADLEY S. BATES.

 NOTARY PUBLIC in and for the State of _____

STATE OF Texas §
 COUNTY OF midland §

This instrument was acknowledged before me on the 12 day of March, 2019, by Wendy Dalton as Attorney-in-Fact of EOG RESOURCES, INC., (Successor by Merger to EOG Y Resources, Inc., EOG A Resources, Inc., EOG M Resources, Inc.) a Delaware Corporation on behalf of said corporation.



Kimberly M. Smith
 NOTARY PUBLIC in and for the State of Texas

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD:

COG OPERATING LLC

Date: _____

By: _____

~~Mark A. Carter~~

Attorney-in-Fact

CONCHO OIL & GAS, LLC

Date: _____

By: _____

~~Mark A. Carter~~

Attorney-in-Fact

BRADLEY S. BATES

Date: _____

By: _____

Name: _____

Title: _____

EOG RESOURCES, INC.

(Successor by Merger to EOG Y Resources, Inc.,

EOG A Resources, Inc., and

EOG M Resources, Inc.)

Date: _____

By: _____

Name: _____

Title: _____

ENERGEN RESOURCES CORPORATION

Date: _____

By: Tom F Hawkins

Name: Tom F Hawkins

Title: Senior Vice President - Land

COMMERCE FIRST ROYALTIES, LLC

Date: _____

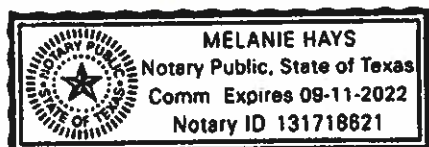
By: _____

Name: _____

Title: _____

STATE OF Texas §
 COUNTY OF Midland §

This instrument was acknowledged before me on the 5th day of April, 2019, by Tom F. Hawkins as Senior Vice President-Land of ENERGEN RESOURCES CORPORATION, an Alabama Corporation, on behalf of said Corporation.



Melanie Hays
 NOTARY PUBLIC in and for the State of Texas

STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____ as _____ of **COMMERCE FIRST ROYALTIES, LLC**, a _____, on behalf of said _____.

 NOTARY PUBLIC in and for the State of _____

STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____ as _____ of **MECO IV, LLC**, a _____, on behalf of said _____.

 NOTARY PUBLIC in and for the State of _____

STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____ as _____ of **OXY Y-1**, a _____, on behalf of said _____.

 NOTARY PUBLIC in and for the State of _____

OPERATING, LP
COMMERCE FIRST ROYALTIES, LLC

Date: 5-8-19

By: [Signature]
Name: Andrew Smith
Title: President

MECO IV, LLC

Date: _____

By: _____
Name: _____
Title: _____

OXY Y-1

Date: _____

By: _____
Name: _____
Title: _____

NON-PARTICIPATING ROYALTY OWNERS

EG3, INC.

Date: _____

By: _____
Name: _____
Title: _____

NESTEGG ENERGY CORPORATION

Date: _____

By: _____
Name: _____
Title: _____

EG3 DEVELOPMENT, LLC

Date: _____

By: _____
Name: _____
Title: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____ as _____ of EOG-A RESOURCES, INC., a _____, on behalf of said _____.

NOTARY PUBLIC in and for the State of _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____ as _____ of EOG-M RESOURCES, INC., a _____, on behalf of said _____.

NOTARY PUBLIC in and for the State of _____

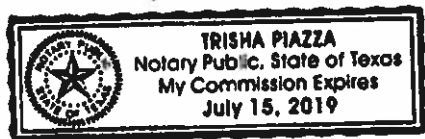
STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____ as _____ of ENERGEN RESOURCES CORPORATION, a _____, on behalf of said _____.

NOTARY PUBLIC in and for the State of _____

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 8 day of May, 2018, by Andrew Smith as President of COMMERCE FIRST OPERATING, LP, a Texas limited partnership on behalf of said partnership.



Trisha Piazza
NOTARY PUBLIC in and for the State of TEXAS

COMMERCE FIRST ROYALTIES, LLC

Date: _____

By: _____
Name: _____
Title: _____

MECO IV, LLC

Date: 9/13/18

By: [Signature]
Name: Sam D. [unclear]
Title: Manager

OXY Y-1

Date: _____

By: _____
Name: _____
Title: _____

NON-PARTICIPATING ROYALTY OWNERS

EG3, INC.

Date: _____

By: _____
Name: _____
Title: _____

NESTEGG ENERGY CORPORATION

Date: _____

By: _____
Name: _____
Title: _____

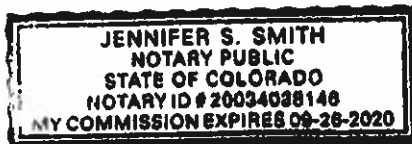
EG3 DEVELOPMENT, LLC

Date: _____

By: _____
Name: _____
Title: _____

STATE OF Colorado §
COUNTY OF Denver §

This instrument was acknowledged before me on the 13th day of September, 2018, by Sam D Winegrad as Manager of MECO IV, LLC, a Delaware limited liability company, on behalf of said LLC.



Jennifer S. Smith
NOTARY PUBLIC in and for the State of Colorado

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____ as _____ of OXY Y-1, a _____, on behalf of said _____.

NOTARY PUBLIC in and for the State of _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____ as _____ of EG3, INC., a _____, on behalf of said _____.

NOTARY PUBLIC in and for the State of _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____ as _____ of NESTEGG ENERGY CORPORATION, a _____, on behalf of said _____.

NOTARY PUBLIC in and for the State of _____

COMMERCE FIRST ROYALTIES, LLC

Date: _____

By: _____

Name: _____

Title: _____

MECO IV, LLC

Date: _____

By: _____

Name: _____

Title: _____

OXY Y-1

Date: _____

By: _____

Name: _____

Title: _____

NON-PARTICIPATING ROYALTY OWNERS**EG3, INC.**

Date: _____

By: _____

Name: _____

Title: _____

NESTEGG ENERGY CORPORATIONDate: 11/2/2018By: Ray MillerName: Ray MillerTitle: President**ALLAR DEVELOPMENT, LLC**

Date: _____

By: _____

Name: _____

Title: _____

COMMERCE FIRST ROYALTIES, LLC

Date: _____

By: _____

Name: _____

Title: _____

MECO IV, LLC

Date: _____

By: _____

Name: _____

Title: _____

OXY Y-1

Date: _____

By: SUBJECT TO NMDCA COMPULSORYName: POOLING ORDER R-20420

Title: _____

NON-PARTICIPATING ROYALTY OWNERS**EG3, INC.**Date: September 11, 2018By: Name: John Chiles GrahamTitle: Vice President**NESTEGG ENERGY CORPORATION**

Date: _____

By: _____

Name: _____

Title: _____

ALLAR DEVELOPMENT, LLCDate: September 11, 2018By: Name: John Chiles GrahamTitle: President

STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____, as _____ of MECO IV, LLC, a _____ on behalf of said _____.

 NOTARY PUBLIC in and for the State of _____

STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____, as _____ of OXY Y-1, a _____ on behalf of said _____.

 NOTARY PUBLIC in and for the State of _____

STATE OF TEXAS §
 COUNTY OF YOUNG §

This instrument was acknowledged before me on the 11th day of September, 2018, by John Chiles Graham, as Vice President of EG3, INC., a Texas corporation, on behalf of said corporation.



Renne Unkart
 NOTARY PUBLIC in and for the State of Texas

STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____, as _____ of NESTEGG ENERGY CORPORATION, a _____, on behalf of said _____.

 NOTARY PUBLIC in and for the State of _____

EXHIBIT "A"

Plat of communitized area covering the W/2W/2 of Section 24 & W/2W/2 of Section 25, T24S – R34E, N.M.P.M.,
Lea County, New Mexico

Communitized depths are hereby limited to the Bone Spring Formation

Baseball Cap Federal Com W2W2

Tract 1:
USA NM 123529



Tract 2:
USA NM 123532



Tract 3:
FEE LEASES

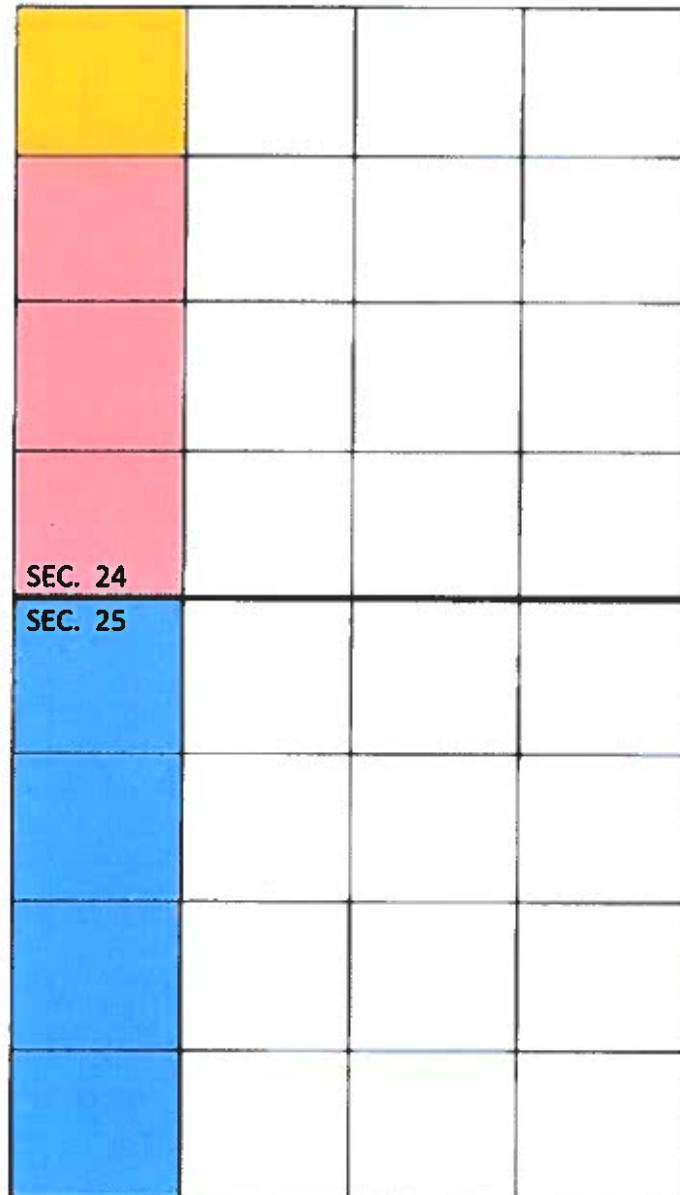


EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated October 1, 2018 covering the W/2W/2 of Section 24 and the W/2W/2 of Section 25, T24S ~ R34E, N.M.P.M., Lea County, New Mexico
Communitized depths are hereby limited to the Bone Spring Formation (Red Hills: Bone Spring, N; Pool Code 96434)

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

DESCRIPTION OF LEASES COMMITTED:

TRACT 1:

Lease Date:	August 25, 2009, Effective September 1, 2009	
Lease Term:	Ten (10) Years	
Recordation:	Not Recorded	
Lessor:	USA NM 123529	
Original Lessee:	John A. Yates	
Current Lessee:	EOG A Resources, Inc. EOG M Resources, Inc. EOG Y Resources, Inc. OXY Y-1 Company	
Description of Land Committed:	Insofar only as said lease covers: <u>Township 24 South, Range 34 East</u> Section 24: NW/4NW/4 Lea County, New Mexico	
Number of Acres:	40	
Royalty Rate:	1/8	
WI Owner Names and Interests:	EOG A Resources, Inc. 20.00% EOG M Resources, Inc. 20.00% EOG Y Resources, Inc. 40.00% OXY Y-1 Company 20.00%	
ORRI Owners:	Of Record	

TRACT 2:

Lease Date:	August 25, 2009, Effective September 1, 2009	
Lease Term:	Ten (10) Years	
Recordation:	Not Recorded	
Lessor:	USA NM 123532	
Original Lessee:	The Allar Company	
Current Lessee:	COG Operating LLC Concho Oil & Gas, LLC	
Description of Land Committed:	Insofar only as said lease covers: <u>Township 24 South, Range 34 East</u> Section 25: W2W2 Lea County, New Mexico	
Number of Acres:	160	
Royalty Rate:	1/4	
WI Owner Names and Interests:	COG Operating LLC 97.50% Concho Oil and Gas, LLC 2.50%	
ORRI Owners:	Of Record	

TRACT 3:

Lease Date: January 15, 2015
Lease Terms: Six (6) Years
Recordation: Book 2128, Page 45
Lessor: AE&J Royalties, LLC, A New Mexico LLC
Original Lessee: Endeavor Energy Resources, LP
Current Lessee: COG Operating LLC
 Concho Oil & Gas, LLC
 MECO IV, LLC
 Bradley S. Bates

Description of Land Committed: Insofar only as said lease covers:
Township 24 South, Range 34 East
 Section 24: SW/4NW/4, W/2SW/4
 Lea County, New Mexico

Number of Acres: 120

Royalty Rate: 1/5

WI Owners Names and Interests: COG Operating LLC 69.49%
 Concho Oil & Gas, LLC 23.16%
 MECO IV, LLC 2.25%
 Bradley S. Bates 5.10%

ORRI Owners: Of Record

Lease Date: September 7, 2016
Lease Terms: Three (3) Years
Recordation: Book 2069, Page 728
Lessor: Daniel P. Schuman and Vida K. Schuman, Trustees of the Daniel P. Schuman and Vida K. Schuman Revocable Trust dated 4-15-2014

Original Lessee: MidCon Land Services, LLC

Current Lessee: Energen Resources Corporation

Description of Land Committed: Insofar only as said lease covers:
Township 24 South, Range 34 East
 Section 24: SW/4NW/4, W/2SW/4
 Lea County, New Mexico

Number of Acres: 120

Royalty Rate: 1/5

WI Owners Names and Interests: Energen Resources Corporation 100%

ORRI Owners: Of Record

Lease Date: September 7, 1016
Lease Term: Three (3) Years
Recordation: Book 2069, Page 738
Lessor: Marc Schuman
Original Lessee: MidCon Land Services, LLC
Current Lessee: Energen Resources Corporation
Description of Land Committed: Insofar only as said lease covers:
Township 24 South, Range 34 East
Section 24: SW/4NW/4, W/2SW/4
Lea County, New Mexico
Number of Acres: 120
Royalty Rate: 1/5
WI Owners Names and Interests: Energen Resources Corporation 100%
ORRI Owners: Of Record

Lease Date: September 2, 1016
Lease Term: Three (3) Years
Recordation: Book 2069, Page 743
Lessor: Charlotte W. Schuman and Karlyn S. Doyle, Co-Trustees of the
 Charlotte W. Schuman Living Trust dated 10/5/1988
Original Lessee: MidCon Land Services, LLC
Current Lessee: Energen Resources Corporation
Description of Land Committed: Insofar only as said lease covers:
Township 24 South, Range 34 East
Section 25: SW/4NW/4, W/2SW/4
Lea County, New Mexico
Number of Acres: 120
Royalty Rate: 1/5
WI Owners Names and Interests: Energen Resources Corporation 100%
ORRI Owners: Of Record

Lease Date: May 4, 2017
Lease Terms: Three (3) Years
Recordation: Book 2112, Page 585
Lessor: Liessa Schuman
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Description of Land Committed: Insofar only as said lease covers:
Township 24 South, Range 34 East
Section 24: SW/4NW/4, W/2SW/4
Number of Acres: 120
Royalty Rate: 1/4
WI Owners Names and Interests: COG Operating LLC 100%
ORRI Owners: Of Record

Lease Date: May 4, 2017
Lease Terms: Three (3) Years
Recordation: Book 2112, Page 589
Lessor: Matthew Schuman
Original Lessee: COG Operating LLC
Current Lessor: COG Operating LLC
Description of Land Committed: Insofar only as said lease covers:
Township 24 South, Range 34 East
Section 24: SW/4NW/4, W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/4
WI Owners Names and Interests: COG Operating LLC 100%
ORRI Owners: Of Record

Lease Date: January 1, 2019
Lease Term: Three (3) Years
Recordation: Book 2150, Page 488 (Memorandum)
Lessor: Commerce First Royalties, LP
Original Lessee: Commerce First Operating, LP
Current Lessee: Commerce First Operating, LP
Description of Land Committed: Insofar only as said lease covers:
Township 24 South, Range 34 East
Section 24: SW/4NW/4, W/2SW/4
Lea County, New Mexico
Number of Acres: 120
Royalty Rate: 1/4
WI Owners Names and Interests: Commerce First Operating, LP 100%
ORRI Owners: Of Record

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	40.00	23.333%
2	160.00	50.000%
3	120.00	26.667%
Total	320.00	100.000%

COMMUNITIZATION AGREEMENT

Contract No. _____

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such Parties being hereinafter referred to as "parties hereto."

WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any 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 and depicted on "Exhibit A":

Township 24 South, Range 34 East, N.M.P.M.

Section 24: W/2 W/2

Section 25: W/2 W/2

Lea County, New Mexico

Containing 320 acres, and this agreement shall include only the **Wolfcamp Formation** underlying said lands and the natural gas, the crude oil and the associated natural gas, hereinafter, 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 B, designating the operator of the communitized area and showing the acreage, percentage, depths communitized 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

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.

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 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 each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal, State or fee land included within the CA area are to be placed in an interest earning escrow or trust account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and

regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders rules or regulations.

10. The effective date of this agreement is **August 1, 2019**, 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 occurs in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. **Nondiscrimination:** In connection with the performance of work under this agreement, the operator agrees to comply with all 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 above written and have set opposite their respective names the date of execution.

OPERATOR:

COG OPERATING LLC

Date:

6/27/19

By:

Sean Johnson
Attorney-in-Fact

[Signature]
ms
dnc

ACKNOWLEDGEMENT

STATE OF TEXAS

§

§

COUNTY OF MIDLAND

§

This instrument was acknowledged before me on June 27, 2019, by Sean Johnson, Attorney-in-Fact of **COG Operating LLC**, a Delaware Limited Liability Company, on behalf of same.



2-14-2023
My Commission Expires

[Signature]
Notary Public in and for the State of Texas

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD:

Date: 6/27/19

COG OPERATING LLC

By: [Signature]
Sean Johnson
Attorney-in-Fact

Date: 6/27/19

CONCHO OIL & GAS, LLC

By: [Signature]
Sean Johnson
Attorney-in-Fact

Date: _____

BRADLEY S. BATES

By: _____
Name: _____
Title: _____

Date: _____

EOG RESOURCES, INC.
(Successor by Merger to EOG Y Resources, Inc.,
EOG A Resources, Inc., and
EOG M Resources, Inc.)

By: _____
Name: _____
Title: _____

Date: _____

ENERGEN RESOURCES CORPORATION

By: _____
Name: _____
Title: _____

Date: _____

COMMERCE FIRST ROYALTIES, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF MIDLAND §

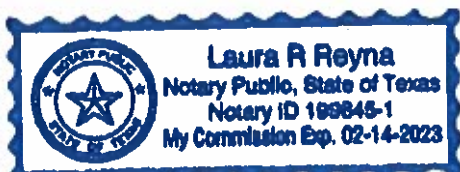
The foregoing instrument was acknowledged before me on the 27th day of JUNE, 2019, by Sean Johnson, as Attorney-In-Fact of **COG OPERATING LLC**, a Delaware limited liability company, on behalf of said limited liability company.



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

STATE OF TEXAS §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the 27th day of JUNE, 2019, by Sean Johnson, as Attorney-In-Fact of **CONCHO OIL & GAS, LLC**, a Texas limited liability company, on behalf of said limited liability company.



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

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by **BRADLEY S. BATES**.

NOTARY PUBLIC in and for the State of _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by Wendy Dalton as Attorney-in-Fact of **EOG RESOURCES, INC.**, (Successor by Merger to EOG Y Resources, Inc., EOG A Resources, Inc., EOG M Resources, Inc.) a _____, on behalf of said _____.

NOTARY PUBLIC in and for the State of _____

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD:

Date: _____

COG OPERATING LLC

By: _____

~~Mark A. Carter~~

Attorney-in-Fact

Date: _____

By: _____

~~Mark A. Carter~~

Attorney-in-Fact

Date: _____

9-20-2018

**Bradley S. Bates, President
202 Crude, LLC, General Partner
of Muleshoe Crude, LP**

By: _____

Name: Bradley S. Bates

Title: Owner & President of 202 Crude
LLC, General Partner of Muleshoe Crude LP

YATES PETROLEUM CORPORATION

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

ENERGEN RESOURCES CORPORATION

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the _____ day of _____, 2018, by Mark A. Carter, as Attorney-In-Fact of **COG OPERATING LLC**, a Delaware limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC in and for the State of Texas

STATE OF TEXAS §

COUNTY OF MIDLAND §

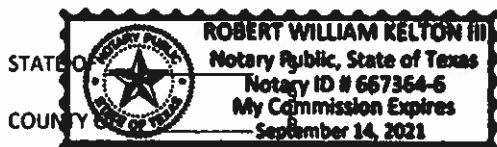
The foregoing instrument was acknowledged before me on the _____ day of _____, 2018, by Mark A. Carter, as Attorney-In-Fact of **CONCHO OIL & GAS, LLC**, a Texas limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC in and for the State of Texas

STATE OF Texas §COUNTY OF Midland §

This instrument was acknowledged before me on the 20 day of September, 2018, by BRADLEY S. BATES, President of 202 Crude LLC, General Partner of Muleshoe Crude, LP, as the act of the said limited partnership.

Robert William Kelton III
NOTARY PUBLIC in and for the State of Texas



This instrument was acknowledged before me on the _____ day of _____, 2018, by _____ as _____ of **YATES PETROLEUM CORPORATION**, a _____, on behalf of said _____.

NOTARY PUBLIC in and for the State of _____

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD:

COG OPERATING LLC

Date: _____

By: _____
~~Mark A. Carter~~
 Attorney-in-Fact

CONCHO OIL & GAS, LLC

Date: _____

By: _____
~~Mark A. Carter~~
 Attorney-in-Fact

BRADLEY S. BATES

Date: _____

By: _____
 Name: _____
 Title: _____

EOG RESOURCES, INC.
 (Successor by Merger to EOG Y Resources, Inc.,
 EOG A Resources, Inc., and
 EOG M Resources, Inc.)

Date: _____

By: Wendy Dalton *sd*
 Name: _____
 Title: _____

ENERGEN RESOURCES CORPORATION

Date: _____

By: _____
 Name: _____
 Title: _____

COMMERCE FIRST ROYALTIES, LLC

Date: _____

By: _____
 Name: _____
 Title: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the _____ day of _____, 2019, by Mark A. Carter, as Attorney-In-Fact of COG OPERATING LLC, a Delaware limited liability company, on behalf of said limited liability company.

 NOTARY PUBLIC in and for the State of Texas

STATE OF TEXAS §
 COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the _____ day of _____, 2019, by Mark A. Carter, as Attorney-In-Fact of CONCHO OIL & GAS, LLC, a Texas limited liability company, on behalf of said limited liability company.

 NOTARY PUBLIC in and for the State of Texas

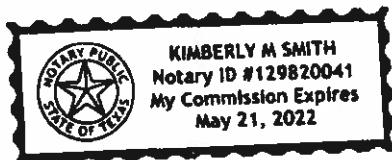
STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by BRADLEY S. BATES.

 NOTARY PUBLIC in and for the State of _____

STATE OF Texas §
 COUNTY OF Midland §

This instrument was acknowledged before me on the 12 day of March, 2019, by Wendy Dalton as Attorney-in-Fact of EOG RESOURCES, INC., (Successor by Merger to EOG Y Resources, Inc., EOG A Resources, Inc., EOG M Resources, Inc.) a Delaware Corporation on behalf of said Corporation.



Kimberly M. Smith
 NOTARY PUBLIC in and for the State of Texas

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD:

COG OPERATING LLC

Date: _____

By: _____

~~Mark A. Carter~~
Attorney-in-Fact

CONCHO OIL & GAS, LLC

Date: _____

By: _____

~~Mark A. Carter~~
Attorney-in-Fact

BRADLEY S. BATES

Date: _____

By: _____

Name: _____

Title: _____

EOG RESOURCES, INC.

(Successor by Merger to EOG Y Resources, Inc.,
EOG A Resources, Inc., and
EOG M Resources, Inc.)

Date: _____

By: _____

Name: _____

Title: _____

ENERGEN RESOURCES CORPORATION

Date: _____

By: Tom F. Hawkins *rem*

Name: Tom F. Hawkins

Title: Senior Vice President - Land *AS*

COMMERCE FIRST ROYALTIES, LLC

Date: _____

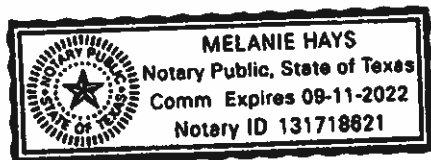
By: _____

Name: _____

Title: _____

STATE OF Texas §
COUNTY OF Midland §

This instrument was acknowledged before me on the 5th day of April, 2019, by Tom F. Hawkins as Senior Vice President - Land of ENERGEN RESOURCES CORPORATION, an Alabama Corporation on behalf of said Corporation.



Melanie Hays
NOTARY PUBLIC in and for the State of Texas

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____ as _____ of **COMMERCE FIRST ROYALTIES, LLC**, a _____, on behalf of said _____.

NOTARY PUBLIC in and for the State of _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____ as _____ of **MECO IV, LLC**, a _____, on behalf of said _____.

NOTARY PUBLIC in and for the State of _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____ as _____ of **OXY Y-1**, a _____, on behalf of said _____.

NOTARY PUBLIC in and for the State of _____

Date: 3-8-19

COMMERCE FIRST ROYALTIES, LLC ^{OPERATING, LP}

By: [Signature]
 Name: Andrew Smith
 Title: President

MECO IV, LLC

Date: _____

By: _____
 Name: _____
 Title: _____

OXY Y-1

Date: _____

By: _____
 Name: _____
 Title: _____

NON-PARTICIPATING ROYALTY OWNERS

EG3, INC.

Date: _____

By: _____
 Name: _____
 Title: _____

NESTEGG ENERGY CORPORATION

Date: _____

By: _____
 Name: _____
 Title: _____

EG3 DEVELOPMENT, LLC

Date: _____

By: _____
 Name: _____
 Title: _____

STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____ as _____ of EOG-A RESOURCES, INC., a _____ on behalf of said _____.

 NOTARY PUBLIC in and for the State of _____

STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____ as _____ of EOG-M RESOURCES, INC., a _____ on behalf of said _____.

 NOTARY PUBLIC in and for the State of _____

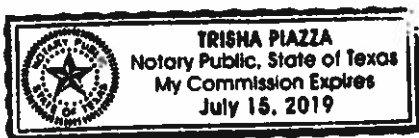
STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____ as _____ of ENERGEN RESOURCES CORPORATION, a _____ on behalf of said _____.

 NOTARY PUBLIC in and for the State of _____

STATE OF TEXAS §
 COUNTY OF DALLAS §

This instrument was acknowledged before me on the 8TH day of May, 2018, by ANDREW SMITH as PRESIDENT of COMMERCE FIRST COOPERATING ROYALTIES, LLC, a TEXAS LIMITED PARTNERSHIP on behalf of said PARTNERSHIP.



Trisha Piazza
 NOTARY PUBLIC in and for the State of TEXAS

Date: _____

COMMERCE FIRST ROYALTIES, LLC

By: _____

Name: _____

Title: _____

Date: 9/13/18

MECO IV, LLC

By: 

Name: Sam D. [unclear]

Title: Manager

Date: _____

OXY Y-1

By: SUBJECT TO NMOCU Compulsory

Name: POORING CABER R-20422

Title: _____

NON-PARTICIPATING ROYALTY OWNERS

Date: _____

EG3, INC.

By: _____

Name: _____

Title: _____

Date: _____

NESTEGG ENERGY CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

EG3 DEVELOPMENT, LLC

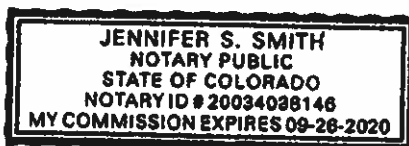
By: _____

Name: _____

Title: _____

STATE OF Colorado §
COUNTY OF Denver §

This instrument was acknowledged before me on the 13th day of September, 2018, by Sam D. Winegrad as Manager of MECO IV, LLC, a Delaware limited liability company on behalf of said LLC



Jennifer S. Smith
NOTARY PUBLIC in and for the State of Colorado

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____ as _____ of OXY Y-1, a _____ on behalf of said _____.

NOTARY PUBLIC in and for the State of _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____ as _____ of EG3, INC., a _____ on behalf of said _____.

NOTARY PUBLIC in and for the State of _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____ as _____ of NESTEGG ENERGY CORPORATION, a _____ on behalf of said _____.

NOTARY PUBLIC in and for the State of _____

COMMERCE FIRST ROYALTIES, LLC

Date: _____

By: _____

Name: _____

Title: _____

MECO IV, LLC

Date: _____

By: _____

Name: _____

Title: _____

OXY Y-1

Date: _____

By: _____

Name: _____

Title: _____

NON-PARTICIPATING ROYALTY OWNERS

EG3, INC.

Date: _____

By: _____

Name: _____

Title: _____

NESTEGG ENERGY CORPORATION

Date: 10/26/18

By: Roy Miller

Name: Roy Miller

Title: President

ALLAR DEVELOPMENT, LLC

Date: _____

By: _____

Name: _____

Title: _____

COMMERCE FIRST ROYALTIES, LLC

Date: _____

By: _____

Name: _____

Title: _____

MECO IV, LLC

Date: _____

By: _____

Name: _____

Title: _____

OXY Y-1

Date: _____

By: _____

Name: _____

Title: _____

NON-PARTICIPATING ROYALTY OWNERS

EG3, INC.

Date: September 11, 2018

By:  _____

Name: John Chiles Graham

Title: Vice President

NESTEGG ENERGY CORPORATION

Date: _____

By: _____

Name: _____

Title: _____

ALLAR DEVELOPMENT, LLC

Date: September 11, 2018

By:  _____

Name: John Chiles Graham

Title: President

STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____, as _____ of MECO IV, LLC, a _____, on behalf of said _____.

 NOTARY PUBLIC in and for the State of _____

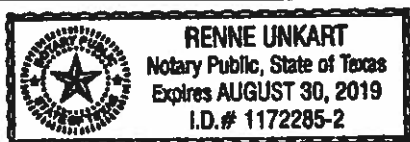
STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____, as _____ of OXY Y-1, a _____, on behalf of said _____.

 NOTARY PUBLIC in and for the State of _____

STATE OF TEXAS §
 COUNTY OF YOUNG §

This instrument was acknowledged before me on the 11th day of September, 2018, by John Chiles Graham, as Vice President of EG3, INC., a Texas corporation, on behalf of said corporation.



Renne Unkart
 NOTARY PUBLIC in and for the State of Texas

STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____, as _____ of NESTEGG ENERGY CORPORATION, a _____, on behalf of said _____.

 NOTARY PUBLIC in and for the State of _____

STATE OF TEXAS §
COUNTY OF YOUNG §

This instrument was acknowledged before me on the 11th day of September, 2018, by
John Chiles Graham, as President of ALLAR DEVELOPMENT, LLC,
a Delaware limited liability company, on behalf of said company.



Renne Unkart
NOTARY PUBLIC in and for the State of Texas

EXHIBIT "A"

**Plat of communitized area covering the W/2W/2 of Section 24 & W/2W/2 of Section 25, T24S – R34E, N.M.P.M.,
Lea County, New Mexico**

Communitized depths are hereby limited to the Wolfcamp Formation

Baseball Cap Federal Com W2W2

**Tract 1:
USA NM 123529**



**Tract 2:
USA NM 123532**



**Tract 3:
FEE LEASES**

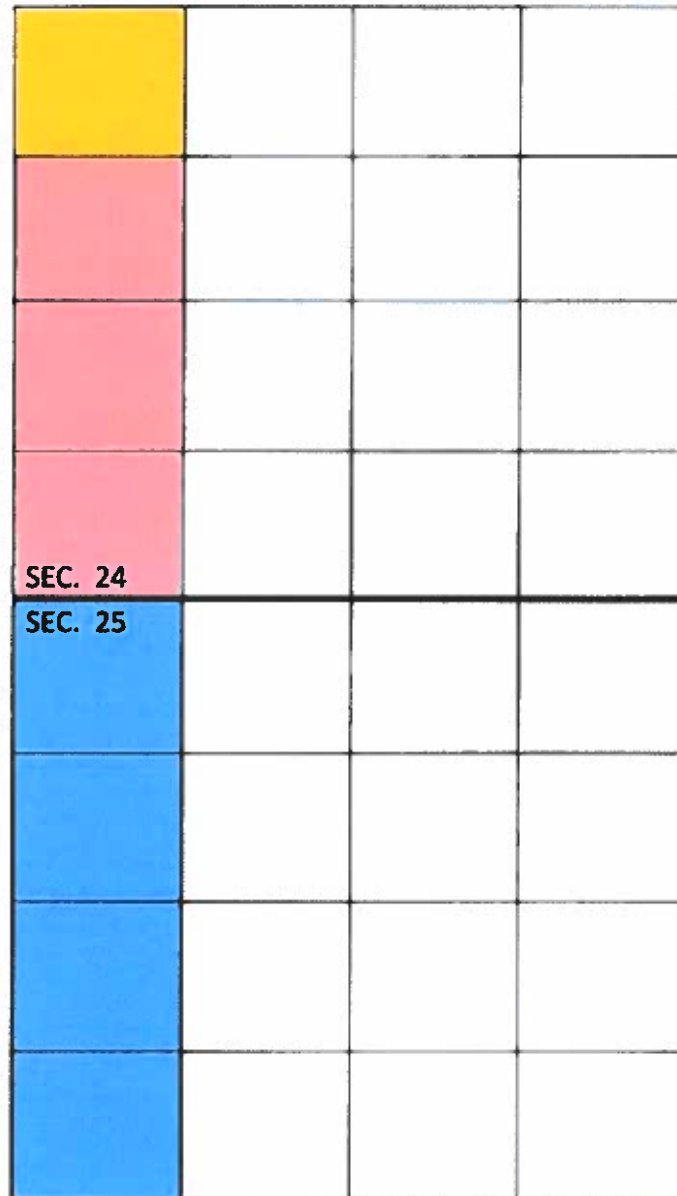


EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated October 1, 2018 covering the W/2W/2 of Section 24 and the W/2W/2 of Section 25, T24S – R34E, N.M.P.M., Lea County, New Mexico
Communitized depths are hereby limited to the WC-025 G-09 S253402N, Wolfcamp Pool (Pool Code 980116)

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

DESCRIPTION OF LEASES COMMITTED:**TRACT 1:**

Lease Date: August 25, 2009, Effective September 1, 2009
Lease Term: Ten (10) Years
Recordation: Not Recorded
Lessor: USA NM 123529
Original Lessee: John A. Yates
Current Lessee: EOG A Resources, Inc.
EOG M Resources, Inc.
EOG Y Resources, Inc.
OXY Y-1 Company

Description of Land Committed: Insofar only as said lease covers:
Township 24 South, Range 34 East
Section 24: NW/4NW/4
Lea County, New Mexico

Number of Acres: 40
Royalty Rate: 1/8
WI Owner Names and Interests: EOG A Resources, Inc. 20.00%
EOG M Resources, Inc. 20.00%
EOG Y Resources, Inc. 40.00%
OXY Y-1 Company 20.00%

ORRI Owners: Of Record

TRACT 2:

Lease Date: August 25, 2009, Effective September 1, 2009
Lease Term: Ten (10) Years
Recordation: Not Recorded
Lessor: USA NM 123532
Original Lessee: The Allar Company
Current Lessee: COG Operating LLC
Concho Oil & Gas, LLC

Description of Land Committed: Insofar only as said lease covers:
Township 24 South, Range 34 East
Section 25: W2W2
Lea County, New Mexico

Number of Acres: 160
Royalty Rate: 1/4
WI Owner Names and Interests: COG Operating LLC 97.50%
Concho Oil and Gas, LLC 2.50%

ORRI Owners: Of Record

TRACT 3:

Lease Date: January 15, 2015
Lease Terms: Six (6) Years
Recordation: Book 2128, Page 45
Lessor: AE&J Royalties, LLC, A New Mexico LLC
Original Lessee: Endeavor Energy Resources, LP
Current Lessee: COG Operating LLC

Description of Land Committed: Concho Oil & Gas, LLC
 MECO IV, LLC
 Bradley S. Bates
 Insofar only as said lease covers:
Township 24 South, Range 34 East
 Section 24: SW/4NW/4, W/2SW/4
 Lea County, New Mexico

Number of Acres: 120

Royalty Rate: 1/5

WI Owners Names and Interests: COG Operating LLC 69.49%
 Concho Oil & Gas, LLC 23.16%
 MECO IV, LLC 2.25%
 Bradley S. Bates 5.10%

ORRI Owners: Of Record

Lease Date: September 7, 2016
Lease Terms: Three (3) Years
Recordation: Book 2069, Page 728
Lessor: Daniel P. Schuman and Vida K. Schuman, Trustees of the Daniel P. Schuman and Vida K. Schuman Revocable Trust dated 4-15-2014

Original Lessee: MidCon Land Services, LLC
Current Lessee: Energen Resources Corporation

Description of Land Committed: Insofar only as said lease covers:
Township 24 South, Range 34 East
 Section 24: SW/4NW/4, W/2SW/4
 Lea County, New Mexico

Number of Acres: 120

Royalty Rate: 1/5

WI Owners Names and Interests: Energen Resources Corporation 100%

ORRI Owners: Of Record

Lease Date: September 7, 1016
Lease Term: Three (3) Years
Recordation: Book 2069, Page 738
Lessor: Marc Schuman
Original Lessee: MidCon Land Services, LLC
Current Lessee: Energen Resources Corporation
Description of Land Committed: Insofar only as said lease covers:
Township 24 South, Range 34 East
Section 24: SW/4NW/4, W/2SW/4
Lea County, New Mexico

Number of Acres: 120
Royalty Rate: 1/5
WI Owners Names and Interests: Energen Resources Corporation 100%
ORRI Owners: Of Record

Lease Date: September 2, 1016
Lease Term: Three (3) Years
Recordation: Book 2069, Page 743
Lessor: Charlotte W. Schuman and Karlyn S. Doyle, Co-Trustees of the
Charlotte W. Schuman Living Trust dated 10/5/1988
Original Lessee: MidCon Land Services, LLC
Current Lessee: Energen Resources Corporation
Description of Land Committed: Insofar only as said lease covers:
Township 24 South, Range 34 East
Section 25: SW/4NW/4, W/2SW/4
Lea County, New Mexico

Number of Acres: 120
Royalty Rate: 1/5
WI Owners Names and Interests: Energen Resources Corporation 100%
ORRI Owners: Of Record

Lease Date: May 4, 2017
Lease Terms: Three (3) Years
Recordation: Book 2112, Page 585
Lessor: Liessa Schuman
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Description of Land Committed: Insofar only as said lease covers:
Township 24 South, Range 34 East
Section 24: SW/4NW/4, W/2SW/4

Number of Acres: 120
Royalty Rate: 1/4
WI Owners Names and Interests: COG Operating LLC 100%
ORRI Owners: Of Record

Lease Date: May 4, 2017
Lease Terms: Three (3) Years
Recordation: Book 2112, Page 589
Lessor: Matthew Schuman
Original Lessee: COG Operating LLC
Current Lessor: COG Operating LLC
Description of Land Committed: Insofar only as said lease covers:
Township 24 South, Range 34 East
Section 24: SW/4NW/4, W/2SW/4
Lea County, New Mexico
Number of Acres: 80
Royalty Rate: 1/4
WI Owners Names and Interests: COG Operating LLC 100%
ORRI Owners: Of Record

Lease Date: January 1, 2019
Lease Term: Three (3) Years
Recordation: Book 2150, Page 488 (Memorandum)
Lessor: Commerce First Royalties, LP
Original Lessee: Commerce First Operating, LP
Current Lessee: Commerce First Operating, LP
Description of Land Committed: Insofar only as said lease covers:
Township 24 South, Range 34 East
Section 24: SW/4NW/4, W/2SW/4
Lea County, New Mexico
Number of Acres: 120
Royalty Rate: 1/4
WI Owners Names and Interests: Commerce First Operating, LP 100%
ORRI Owners: Of Record

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	40.00	23.333%
2	160.00	50.000%
3	120.00	26.667%
Total	320.00	100.000%

APPLICATION FOR POOL LEASE COMMINGLING AT CENTRAL TANK BATTERY

COG Operating LLC is requesting approval for pool lease commingling of production from the following wells:

Federal Lease #NMNM123529 & NMNM123532; 12.5% Royalty Rate; CA# NMNM14044 & NMNM140446

Location Sec 25, T24S-R34E

Pool; 96434 Red Hills; Bone Spring, North

Well Name;	API #	Est Oil BOPB	Est Oil Gravity	Est Gas MCFPD	Est Gas BTU
Baseball Cap Fed Com 607H	30-025-45786	1000	42.5	1200	1412
Baseball Cap Fed Com 608H	30-025-45787	1000	42.4	1300	1383

Federal Lease #NMNM123529 & NMNM123532; 12.5% Royalty Rate; CA# NMNM14044 & NMNM140446

Location Sec 25, T24S-R34E

Pool; 98116 WC-025 G-09 S253402N; Wolfcamp

Well Name;	API #	Est Oil BOPB	Est Oil Gravity	Est Gas MCFPD	Est Gas BTU
Baseball Cap Fed Com 707H	30-025-46068	1000	42.5	1100	1352

Oil and Gas Metering:

Production from the Brot Helm Federal Com 601H, 602H, 603H, 701H, 703H and 704H each will enter into their own dedicated 3-phase inlet vessel. Oil from each vessel will be continuously measured with allocation meters. Gas will be continuously measured with allocation meters, as well.

After the oil from the #601H, #602H, #603H, #701H, #703H, and #704H is individually measured it will be commingled and sent to a heater treater(s) and then vapor recovery tower. From the vapor recovery tower, the oil will enter the storage tanks and then be sold through a pipeline LACT FMP, temporary truck LACT FMP, or truck load line FMP. After the gas from the #601H, #602H, #603H, #701H, #703H, and #704H is individually measured it will be commingled and sent to the purchaser's sales meter, which will be the gas FMP.

During normal operations a vapor recovery unit and booster compressor will pull flashing gas off the heater treater and VRT; this gas will be commingled and sent to the gas FMP.

Flares

During normal operating conditions the high-pressure flare will be inactive. If the gas sales line pressure exceeds the facility design pressure then the commingled gas will be sent to the high-pressure flare, measured and burned. Gas that flashes off the oil and water tanks will be sent to the lower pressure flare, measured and burned. If power to the VRU is lost, then gas from the heater treater and VRT will be sent to the low-pressure flare, measured and burned.

Gas Lift Compression

The #601H, #602H, #603H, #701H, #703H, and #704H will be utilizing gas lift for artificial lift. Commingled gas will be sent to the gas lift compressor where it will be compressed and measured with an allocation meter.

Process and Flow Diagram:

The flow of production is shown in detail on the enclosed facility diagram. The commingling of this production is the most effective, economical means of producing the reserves and will not result in reduced royalty or improper measurement of production. The proposed commingling will reduce operating expenses as well as reduce the surface facility footprint and overall emissions.

COG Operating LLC understands the requested approval will not constitute the granting of any right-of-way or construction rights not granted by the lease instrument.

All owners of interest are identical, with identical revenue distribution, therefore notification of owners is not required (see attached letter from COG Operating LLC Landman).

Respectfully,



Jeanette Barron

Production Technician II



IHS Markit

BASEBALL CAP FED NMNM123532

Jun 23, 2020

01 12-22-1987;101STAT1330;30USC181 ET SE

Case Type: O&g lse comp pd -1987

Serial Number: NMNM 123532

Commodity: Oil & gas

Acres: 160.000

Disposition: Authorized

Lessee

Owner Name	Street	City	State	Zip	Net Acres	%Int
COG OPERATING LLC	600 W ILLINOIS AVE	MIDLAND	TX	79701-4882	160.000	100.00

Operating Rights

Owner Name	Street	City	State	Zip	Net Acres	%Int
COG OPERATING LLC	600 W ILLINOIS AVE	MIDLAND	TX	79701-4882	0.000	0.00
CONCHO OIL & GAS LLC	600 W ILLINOIS AVE	MIDLAND	TX	79701-4882	0.000	0.00

Meridian: New Mex

State: NM

County: Lea

Township: 24 S

Range: 34 E

Admin Agency

Section: 25

W2W2;

BUREAU OF LAND MGMT

Code	Action	Date	Remarks
387	Case established	6/5/2009	200907036;
191	Sale held	7/22/2009	
267	Bid received	7/22/2009	\$48000.00;
237	Lease issued	8/25/2009	
974	Automated record verif	8/25/2009	BTM
496	Fund code	9/1/2009	05;145003
530	Rlty rate - 12 1/2%	9/1/2009	
868	Effective date	9/1/2009	
42	Case sent to	9/2/2009	RROMERO;
932	Trf oper rgts filed	11/10/2009	ALLAR/MARBOB ENERGY;1
933	Trf oper rgts approved	3/9/2010	EFF 12/01/09;
974	Automated record verif	3/9/2010	RAYO/RAYO
932	Trf oper rgts filed	3/29/2010	ALLAR CO/EG3 INC;1
933	Trf oper rgts approved	6/16/2010	EFF 04/01/2010;
974	Automated record verif	6/16/2010	MJD
932	Trf oper rgts filed	4/19/2011	MARBOB EN/COG OPERA;1

<u>Code</u>	<u>Action</u>	<u>Date</u>	<u>Remarks</u>
933	Trf oper rgts approved	6/22/2011	EFF 05/01/11;
974	Automated record verif	6/22/2011	RAYO/RAYO
932	Trf oper rgts filed	6/30/2014	EG3 INC/ALLAR CO;1
933	Trf oper rgts approved	8/8/2014	EFF 07/01/14;
974	Automated record verif	8/8/2014	JS
899	Trf of orr filed	5/4/2017	1
932	Trf oper rgts filed	5/5/2017	EG3/ALLAR COMPANY;1
933	Trf oper rgts approved	6/12/2017	EFF 06/01/17;
974	Automated record verif	6/12/2017	RCC
140	Asgn filed	6/23/2017	ALLAR/COG OPERATING;1
932	Trf oper rgts filed	6/23/2017	ALLAR/COG OPERATING;1
139	Asgn approved	7/24/2017	EFF 07/01/17;
933	Trf oper rgts approved	7/24/2017	EFF 07/01/17;
974	Automated record verif	7/24/2017	LBO
899	Trf of orr filed	1/16/2018	1
235	Extended	8/31/2019	THRU 08/31/21;
974	Automated record verif	9/9/2019	LL
650	Held by prod - actual	2/19/2020	/1/
658	Memo of 1st prod-actual	2/19/2020	/1/#607H ;
643	Production determination	5/27/2020	/1/

Remarks

STIPULATIONS ATTACHED TO LEASE:

NM-11-LN SPECIAL CULTURAL RESOURCE

SENM-S-22 PRAIRIE CHICKENS

PER MMS - RENT PD THRU 09/01/2010

06/22/2011 - PER MMS RENT PD THRU 09/01/2011

08/08/14 - RENTAL PAID THRU 09/01/13



Serial Register Page

Jun 23, 2020

01 12-22-1987;101STAT1330;30USC181 ET SE

Case Type: O&g lse comp pd -1987

Serial Number: NMNM 123529

Commodity: Oil & gas

Acres: 40.000

Disposition: Authorized

Lessee

Owner Name	Street	City	State	Zip	Net Acres	%Int
COG OPERATING LLC	600 W ILLINOIS AVE	MIDLAND	TX	79701-4882	32.000	80.00
OXY Y-1 COMPANY	PO BOX 27570	HOUSTON	TX	77227-7570	8.000	20.00

Meridian: New Mex State: NM County: Lea

Township: 24 S Range: 34 E Admin Agency

Section: 24 NWNW; BUREAU OF LAND MGMT

Code	Action	Date	Remarks
387	Case established	6/5/2009	200907033;
191	Sale held	7/22/2009	
267	Bid received	7/22/2009	\$4000.00;
237	Lease issued	8/25/2009	
974	Automated record verif	8/25/2009	BTM
496	Fund code	9/1/2009	05;145003
530	Rlty rate - 12 1/2%	9/1/2009	
868	Effective date	9/1/2009	
42	Case sent to	9/2/2009	RROMERO;
940	Name change recognized	5/12/2011	YATES DRL CO/OXY Y-1
817	Merger recognized	12/1/2016	YATES PETRO/EOG Y RES
940	Name change recognized	12/1/2016	ABO PETRO/EOG A RESOU
940	Name change recognized	12/1/2016	MYCO INDUST/EOG M RES
817	Merger recognized	1/1/2019	EOG A/EOG RESOURCE IN
817	Merger recognized	1/1/2019	EOG M/EOG RESOURCE IN
817	Merger recognized	1/1/2019	EOG Y/EOG RESOURCE IN
235	Extended	8/31/2019	THRU 08/31/21;
974	Automated record verif	9/9/2019	LL
140	Asgn filed	1/24/2020	EOG RESOU/COG OPERA;1
139	Asgn approved	4/22/2020	EFF 02/01/20;

<u>Code</u>	<u>Action</u>	<u>Date</u>	<u>Remarks</u>
974	Automated record verif	4/22/2020	KB
763	Expires	9/1/2021	

Remarks

STIPULATIONS ATTACHED TO LEASE:
NM-11-LN SPECIAL CULTURAL RESOURCE
SENM-S-22 PRAIRIE CHICKENS
04/22/2020 - RENTAL IN GOOD STANDING



Serial Register Page

Jun 08, 2020

01 02-25-1920;041STAT0437;30USC181

Case Type: O&g communitization agrmt

Serial Number: NMNM 140444

Commodity: Oil & gas

Acres: 320.000

Disposition: Pending

Office Of Record

Owner Name	Street	City	State	Zip	Net Acres	%Int
BLM NMSO	301 DINOSAUR TRL	SANTA FE	NM	87508-1560	0.000	0.00

Operator

Owner Name	Street	City	State	Zip	Net Acres	%Int
COG OPERATING LLC	600 W ILLINOIS AVE	MIDLAND	TX	79701-4882	320.000	100.00

Meridian: New Mex

State: NM

County: Lea

Township: 24 S

Range: 34 E

Admin Agency

Section: 24 W2W2;

BUREAU OF LAND MGMT

Section: 25 W2W2;

BUREAU OF LAND MGMT

Code	Action	Date	Remarks
580	Proposal received	7/8/2019	CA RECD;
387	Case established	8/1/2019	
516	Formation	8/1/2019	BONE SPRING;



Serial Register Page

Jun 08, 2020

01 02-25-1920;041STAT0437;30USC181

Case Type: O&g communitization agrmt

Serial Number: NMNM 140446

Commodity: Oil & gas

Acres: 320.000

Disposition: Pending

Office Of Record

Owner Name	Street	City	State	Zip	Net Acres	%Int
BLM NMSO	301 DINOSAUR TRL	SANTA FE	NM	87508-1560	0.000	0.00

Operator

Owner Name	Street	City	State	Zip	Net Acres	%Int
COG OPERATING LLC	600 W ILLINOIS AVE	MIDLAND	TX	79701-4882	320.000	100.00

Meridian: New Mex

State: NM

County: Lea

Township: 24 S

Range: 34 E

Admin Agency

Section: 24

W2W2;

BUREAU OF LAND MGMT

Section: 25

W2W2;

BUREAU OF LAND MGMT

Code	Action	Date	Remarks
580	Proposal received	7/8/2019	CA RECD;
387	Case established	8/1/2019	
516	Formation	8/1/2019	WOLFCAMP;



Certificate of Analysis

Number: 6030-20060004-009A

Artesia Laboratory
200 E Main St.
Artesia, NM 88210
Phone 575-746-3481

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

June 03, 2020

Station Name: Baseball Cap Fed Com 607H
Station Number: 39022681
Station Location: COG
Sample Point: Meter Run
Type of Sample: Spot-Cylinder
Heat Trace Used: N/A
Sampling Method: Fill and Purge
Sampling Company: SPL
Analyzed: 06/03/2020 09:42:15 by User1

Sampled By: Chad Whitt
Sample Of: Gas Spot
Sample Date: 05/29/2020 11:22
Sample Conditions: 94 psig, @ 116 °F Ambient: 95 °F
Effective Date: 05/29/2020 11:22
Method: GPA-2261M
Cylinder No: 5030-00639
Instrument: 6030 GC2 (Agilent 7890B)
Last Inst. Cal.: 05/05/2020 13:24 PM

Analytical Data

Components	Un-normalized Mol %	Mol. %	Wt. %	GPM at 14.73 psia	
Hydrogen Sulfide	0.000	0.00050	0.001		GPM TOTAL C2+ 8.137
Nitrogen	1.332	1.32955	1.560		GPM TOTAL C3+ 4.580
Methane	70.603	70.47297	47.338		GPM TOTAL IC5+ 1.137
Carbon Dioxide	0.278	0.27749	0.511		
Ethane	13.266	13.24157	16.672	3.557	
Propane	7.925	7.91041	14.606	2.189	
Iso-butane	1.031	1.02910	2.505	0.338	
n-Butane	2.899	2.89366	7.042	0.916	
Iso-pentane	0.720	0.71867	2.171	0.264	
n-Pentane	0.798	0.79653	2.406	0.290	
Hexanes Plus	1.332	1.32955	5.188	0.583	
	100.184	100.00000	100.000	8.137	

Calculated Physical Properties

	Total	C6+
Relative Density Real Gas	0.8283	3.2176
Calculated Molecular Weight	23.88	93.19
Compressibility Factor	0.9952	

GPA 2172 Calculation:

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

Real Gas Dry BTU	1412	5141
Water Sat. Gas Base BTU	1388	5052
Ideal, Gross HV - Dry at 14.73 psia	1405.1	5141.1
Ideal, Gross HV - Wet	1380.7	5051.6

Comments: H2S Field Content 5 ppm

Hydrocarbon Laboratory Manager

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



Certificate of Analysis

Number: 6030-20060005-003A

Artesia Laboratory
200 E Main St.
Artesia, NM 88210
Phone 575-746-3481

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

June 03, 2020

Station Name: Baseball Cap Fed Com 608H
Station Number: 39022682
Station Location: COG
Sample Point: Meter Run
Type of Sample: Spot-Cylinder
Heat Trace Used: N/A
Sampling Method: Fill and Purge
Sampling Company: SPL
Analyzed: 06/03/2020 11:32:39 by PS

Sampled By: Chad Whitt
Sample Of: Gas Spot
Sample Date: 05/29/2020 13:23
Sample Conditions: 91 psig, @ 113 °F Ambient: 95 °F
Effective Date: 05/29/2020 13:23
Method: GPA-2261M
Cylinder No: 1111-002486
Instrument: 70104124 (Inficon Micro GC Fusion)
Last Inst. Cal.: 06/02/2020 0:00 AM

Analytical Data

Components	Un-normalized Mol %	Mol. %	Wt. %	GPM at 14.73 psia		
Hydrogen Sulfide	0.000	0.00050	0.001		GPM TOTAL C2+	7.745
Nitrogen	1.388	1.38721	1.659		GPM TOTAL C3+	4.245
Methane	71.585	71.52351	48.980		GPM TOTAL iC5+	0.985
Carbon Dioxide	0.382	0.38127	0.716			
Ethane	13.040	13.02918	16.724	3.500		
Propane	7.491	7.48436	14.088	2.071		
Iso-butane	1.001	1.00014	2.481	0.329		
n-Butane	2.719	2.71666	6.740	0.860		
Iso-pentane	0.663	0.66253	2.040	0.243		
n-Pentane	0.721	0.72028	2.218	0.262		
Hexanes Plus	1.095	1.09436	4.353	0.480		
	100.085	100.00000	100.000	7.745		

Calculated Physical Properties

	Total	C6+
Relative Density Real Gas	0.8123	3.2176
Calculated Molecular Weight	23.43	93.19
Compressibility Factor	0.9954	

GPA 2172 Calculation:

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

Real Gas Dry BTU	1383	5141
Water Sat. Gas Base BTU	1360	5052
Ideal, Gross HV - Dry at 14.73 psia	1377.1	5141.1
Ideal, Gross HV - Wet	1353.2	5051.6

Comments: H2S Field Content 5 ppm

Hydrocarbon Laboratory Manager

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



Certificate of Analysis

Number: 6030-20060005-001A

Artesia Laboratory
200 E Main St.
Artesia, NM 88210
Phone 575-746-3481

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

June 03, 2020

Station Name: Baseball Cap Fed Com 707H
Station Number: 39022683
Station Location: COG
Sample Point: Meter Run
Type of Sample: Spot-Cylinder
Heat Trace Used: N/A
Sampling Method: Fill and Purge
Sampling Company: SPL
Analyzed: 06/03/2020 11:29:02 by User1

Sampled By: Chad Whitt
Sample Of: Gas Spot
Sample Date: 05/29/2020
Sample Conditions: 92 psig, @ 105 °F Ambient: 95 °F
Effective Date: 05/29/2020
Method: GPA-2261M
Cylinder No: 5030-01035
Instrument: 6030 GC2 (Agilent 7890B)
Last Inst. Cal.: 05/05/2020 13:24 PM

Analytical Data

Components	Un-normalized Mol %	Mol. %	Wt. %	GPM at 14.73 psia		
Hydrogen Sulfide	0.000	0.00050	0.001		GPM TOTAL C2+	7.109
Nitrogen	1.528	1.52919	1.878		GPM TOTAL C3+	3.844
Methane	73.736	73.79319	51.902		GPM TOTAL iC5+	0.959
Carbon Dioxide	0.196	0.19615	0.378			
Ethane	12.150	12.15942	16.030	3.265		
Propane	6.642	6.64715	12.851	1.839		
Iso-butane	0.872	0.87268	2.224	0.287		
n-Butane	2.397	2.39886	6.113	0.759		
Iso-pentane	0.623	0.62348	1.972	0.229		
n-Pentane	0.670	0.67052	2.121	0.244		
Hexanes Plus	1.108	1.10886	4.530	0.486		
	99.922	100.00000	100.000	7.109		

Calculated Physical Properties

	Total	C6+
Relative Density Real Gas	0.7906	3.2176
Calculated Molecular Weight	22.81	93.19
Compressibility Factor	0.9957	

GPA 2172 Calculation:

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

Real Gas Dry BTU	1352	5141
Water Sat. Gas Base BTU	1329	5052
Ideal, Gross HV - Dry at 14.73 psia	1346.2	5141.1
Ideal, Gross HV - Wet	1322.8	5051.6

Comments: H2S Field Content 5 ppm

Hydrocarbon Laboratory Manager

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