

## Federal Communitization Agreement

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the **1<sup>st</sup> of October, 2020**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

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

**Section 18: E/2**

**Lea County, New Mexico**

Containing **320.00** acres, and this agreement shall include only the **Wolfcamp formation** underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and

the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

3. The Operator of the communitized area shall be **COG Operating LLC**, 600 W. Illinois Avenue, Midland, TX 79701. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from



their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **October 1, 2020**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of

hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

**Statement of Written Consent by All Named Owners:**

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

**OPERATOR:**

**COG OPERATING LLC**

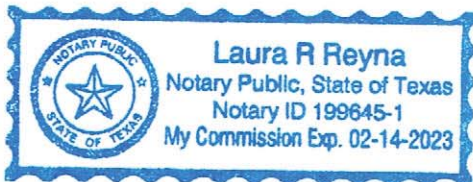
Date: 10/26/2020

By:   
Sean Johnson  
Attorney-In-Fact

## ACKNOWLEDGEMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND   §

This instrument was acknowledged before me on the 26<sup>th</sup> day of October, 2020,  
by Sean Johnson, Attorney-In-Fact of **COG Operating LLC**, a Delaware Limited Liability  
Company, on behalf of same.



Laura R Reyna  
Notary Public in and for the State of Texas  
My Commission expires: 2-14-2023



**LIST OF PARTIES TO FEDERAL COMMUNITIZATION AGREEMENT:**

**Working Interest Owners:** COG Operating LLC  
COG Production LLC

**TRACT 1: NMNM-123528**

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

**TRACT 2 – Multiple Fee Leases**

Lessees of Record: COG Operating LLC  
COG Production LLC  
Unleased Mineral Interest Owners: Joel Talley  
\*Cloma Perkins  
\*\*New Mexico Department of Transportation  
ORRI Owners: Novo Minerals, LP; Foundation Minerals, LLC; Mavros Minerals, LLC; Oak Valley Mineral & Land, LP; Marathon Oil Permian, LLC

\*Force pooled by New Mexico Oil Conservation Division compulsory pooling orders R-21072 and R-21073

\*\* Force pooled by New Mexico Oil Conservation Division compulsory pooling orders R-21072-B and R-21073-B

**WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD**

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

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

Sean Johnson *JNC*

Attorney-In-Fact

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

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

Name: Sean Johnson *JNC*

Title: Attorney-In-Fact

**UNLEASED MINERAL INTEREST OWNERS**

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

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

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

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

**CLOMA PERKINS**

Force pooled by New Mexico Oil Conservation  
Division compulsory pooling orders R-21072 and  
R-21073

**NEW MEXICO DEPARTMENT OF  
TRANSPORTATION**

Force pooled by New Mexico Oil Conservation  
Division compulsory pooling orders R-21072-B and  
R-21073-B

**WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD**

**COG OPERATING LLC**

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

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

Sean Johnson

Attorney-In-Fact

**COG PRODUCTION LLC**

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

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

Name: Sean Johnson

Title: Attorney-In-Fact

**UNLEASED MINERAL INTEREST OWNERS**

**JOEL TALLEY**

Date: 10/13/20

By: Joel Talley

Name: Joel Talley

Title: Individual

**CLOMA PERKINS**

\*Force pooled by New Mexico Oil Conservation  
Division compulsory pooling orders R-21072 and  
R-21073

**NEW MEXICO DEPARTMENT OF  
TRANSPORTATION**

\*Force pooled by New Mexico Oil Conservation  
Division compulsory pooling orders R-21072 and  
R-21073



## ACKNOWLEDGEMENTS

STATE OF TEXAS

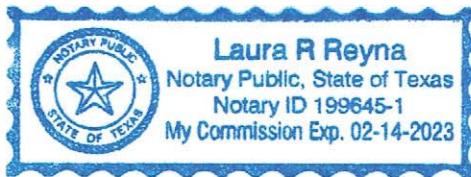
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COUNTY OF MIDLAND

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This instrument was acknowledged before me on the 26<sup>th</sup> day of October, 2020,  
by Sean Johnson, Attorney-In-Fact of **COG Operating LLC**, a Delaware Limited Liability  
Company, on behalf of same.



Laura R Reyna  
Notary Public in and for the State of Texas  
My Commission expires: 2-14-2023

STATE OF TEXAS

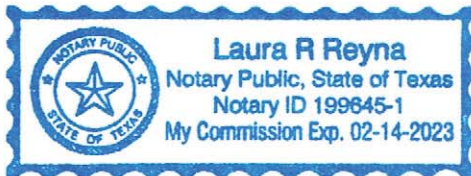
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COUNTY OF MIDLAND

§

This instrument was acknowledged before me on the 26<sup>th</sup> day of October, 2020,  
by Sean Johnson, Attorney-In-Fact of **COG Production LLC**, a Texas Limited Liability Company,  
on behalf of same.



Laura R Reyna  
Notary Public in and for the State of Texas  
My Commission expires: 2-14-2023

STATE OF \_\_\_\_\_

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COUNTY OF \_\_\_\_\_

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This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by **Joel Talley**.

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

## ACKNOWLEDGEMENTS

STATE OF TEXAS

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§  
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COUNTY OF MIDLAND

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by Sean Johnson, Attorney-In-Fact of **COG Operating LLC**, a Delaware Limited Liability  
Company, on behalf of same.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission expires: \_\_\_\_\_

STATE OF TEXAS

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§

COUNTY OF MIDLAND

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by Sean Johnson, Attorney-In-Fact of **COG Production LLC**, a Texas Limited Liability Company,  
on behalf of same.

\_\_\_\_\_  
Notary Public in and for the State of Texas

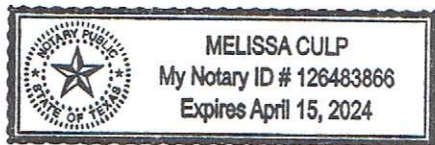
My Commission expires: \_\_\_\_\_

STATE OF Texas

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COUNTY OF Midland

This instrument was acknowledged before me on the 13th day of October, 2020,  
by **Joel Talley**.



Melissa Culp  
\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission expires: April 15, 2024

## EXHIBIT "A"

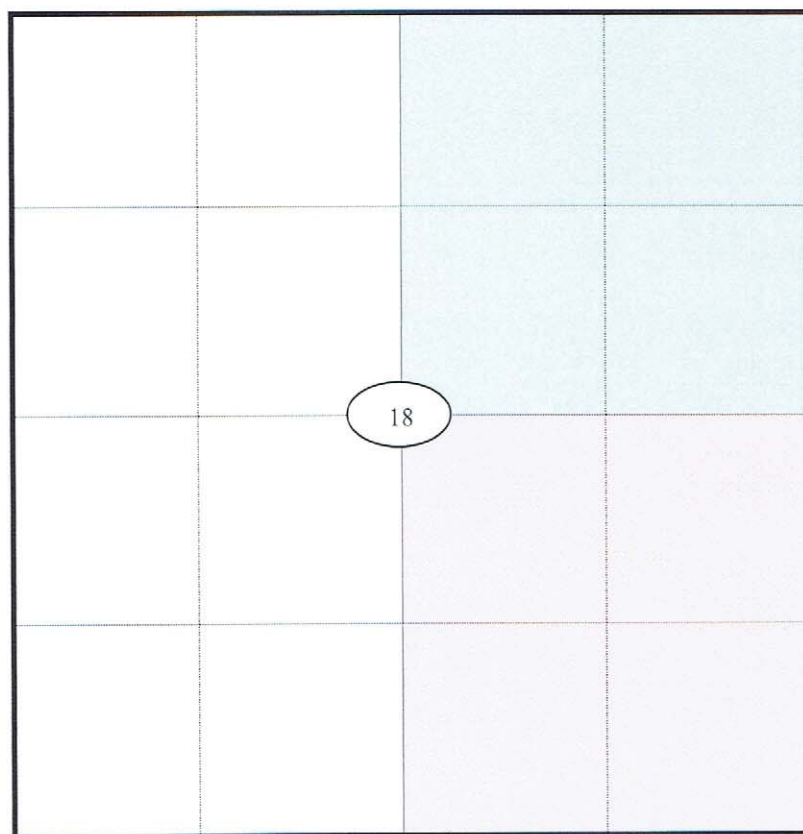
Plat of communitized area covering 320 acres in E/2 of Section 18, Township 24 South, Range  
34 East, N.M.P.M., Lea County, New Mexico

### E/2 Sebastian Fed Com

Tract 1:  
NMNM 123528



Tract 2:  
Fee Leases





## EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated October 1, 2020, covering  
E/2 of Section 18, Township 24 South, Range 34 East, N.M.P.M.,  
Lea County, New Mexico

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

### DESCRIPTION OF LEASES COMMITTED:

#### TRACT 1:

##### Lease 1

Lease Date:	September 1, 2009
Lease Term:	Ten (10) Years
Recordation:	Book 1647, Page 805, Lea County Records
Lessor:	USA NM 123528
Original Lessee:	Ronald Miles
Current Lessee:	COG Operating LLC
Description of Land Committed:	Insofar only as said lease covers: <u>Township 24 South, Range 34 East</u> Section 18: NE/4 Lea County, New Mexico
Number of Acres:	160 acres
Royalty Rate:	12½ %
WI Owner Names and Interests:	COG Operating LLC      100%
ORRI Owners:	None of Record

#### TRACT 2:

##### Lease 2

Lease Date:	September 25, 2010
Lease Term:	Four (4) Years
Recordation:	Book 1717, Page 133, Lea County Records
Lessor:	Frankie McCright
Original Lessee:	Sam L. Shackelford
Current Lessee:	COG Production LLC
Description of Land Committed:	Insofar only as said lease covers: <u>Township 24 South, Range 34 East</u> Section 18: SE/4 Lea County, New Mexico
Number of Acres:	160
Royalty Rate:	3/16
WI Owner Names and Interests:	COG Production LLC      100%
ORRI Owners:	Foundation Minerals, LLC; Mavros Minerals, LLC; Oak Valley Mineral & Land, LP

Lease 3

Lease Date: January 1, 2014  
 Lease Term: Three (3) Years  
 Recordation: Book 1876, Page 507, Lea County Records  
 Lessor: Beverly June Cook  
 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 18: SE/4  
 Lea County, New Mexico  
 Number of Acres: 160  
 Royalty Rate: 1/5  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: None of Record

Lease 4

Lease Date: August 26, 2016  
 Lease Term: Four (4) Years  
 Recordation: Book 2053, Page 341, Lea County Records  
 Lessor: Donald E. Fortner, et ux Cindy Fortner  
 Original Lessee: BC Operating, Inc.  
 Current Lessee: COG Operating LLC  
 Description of Land Committed: Insofar only as said lease covers:  
Township 24 South, Range 34 East  
 Section 18: SE/4  
 Lea County, New Mexico  
 Number of Acres: 160  
 Royalty Rate: 22%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: Novo Minerals, LP; Foundation Minerals, LLC; Mavros Minerals, LLC; Oak Valley Mineral & Land, LP; Marathon Oil Permian, LLC

Lease 5

Lease Date: August 26, 2016  
 Lease Term: Four (4) Years  
 Recordation: Book 2053, Page 357, Lea County Records  
 Lessor: Mary Nell McKandles Hale  
 Original Lessee: BC Operating, Inc.  
 Current Lessee: COG Operating LLC  
 Description of Land Committed: Insofar only as said lease covers:  
Township 24 South, Range 34 East  
 Section 18: SE/4  
 Lea County, New Mexico  
 Number of Acres: 160  
 Royalty Rate: 22%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: Novo Minerals, LP; Foundation Minerals, LLC; Mavros Minerals, LLC; Oak Valley Mineral & Land, LP; Marathon Oil Permian, LLC

Lease 6

Lease Date: September 2, 2016  
Lease Term: Four (4) Years  
Recordation: Book 2063, Page 528, Lea County Records  
Lessor: Jo Anne Krall  
Original Lessee: BC Operating, Inc.  
Current Lessee: COG Operating LLC  
Description of Land Committed: Insofar only as said lease covers:  
Township 24 South, Range 34 East  
Section 18: SE/4  
Lea County, New Mexico  
  
Number of Acres: 160  
Royalty Rate: 22%  
WI Owner Names and Interests: COG Operating LLC 100%  
ORRI Owners: Novo Minerals, LP; Foundation Minerals, LLC; Mavros Minerals, LLC; Oak Valley Mineral & Land, LP; Marathon Oil Permian, LLC

Lease 7

Lease Date: August 26, 2016  
Lease Term: Four (4) Years  
Recordation: Book 2053, Page 353, Lea County Records  
Lessor: Linda Duralia  
Original Lessee: BC Operating, Inc.  
Current Lessee: COG Operating LLC  
Description of Land Committed: Insofar only as said lease covers:  
Township 24 South, Range 34 East  
Section 18: SE/4  
Lea County, New Mexico  
  
Number of Acres: 160  
Royalty Rate: 22%  
WI Owner Names and Interests: COG Operating LLC 100%  
ORRI Owners: Novo Minerals, LP; Foundation Minerals, LLC; Mavros Minerals, LLC; Oak Valley Mineral & Land, LP; Marathon Oil Permian, LLC

Lease 8

Lease Date: August 26, 2016  
Lease Term: Four (4) Years  
Recordation: Book 2053, Page 349, Lea County Records  
Lessor: Annette Davidson  
Original Lessee: BC Operating, Inc.  
Current Lessee: COG Operating LLC  
Description of Land Committed: Insofar only as said lease covers:  
Township 24 South, Range 34 East  
Section 18: SE/4  
Lea County, New Mexico  
  
Number of Acres: 160  
Royalty Rate: 22%  
WI Owner Names and Interests: COG Operating LLC 100%  
ORRI Owners: Novo Minerals, LP; Foundation Minerals, LLC; Mavros Minerals, LLC; Oak Valley Mineral & Land, LP; Marathon Oil Permian, LLC



Lease 9

Lease Date: August 26, 2016  
Lease Term: Four (4) Years  
Recordation: Book 2053, Page 345, Lea County Records  
Lessor: James Arett Butler  
Original Lessee: BC Operating, Inc.  
Current Lessee: COG Operating LLC  
Description of Land Committed: Insofar only as said lease covers:  
Township 24 South, Range 34 East  
Section 18: SE/4  
Lea County, New Mexico  
Number of Acres: 160  
Royalty Rate: 22%  
WI Owner Names and Interests: COG Operating LLC 100%  
ORRI Owners: Novo Minerals, LP; Foundation Minerals, LLC; Mavros Minerals, LLC; Oak Valley Mineral & Land, LP; Marathon Oil Permian, LLC

Lease 10

Lease Date: August 26, 2016  
Lease Term: Four (4) Years  
Recordation: Book 2053, Page 361, Lea County Records  
Lessor: Shirley Ann Roach  
Original Lessee: BC Operating, Inc.  
Current Lessee: COG Operating LLC  
Description of Land Committed: Insofar only as said lease covers:  
Township 24 South, Range 34 East  
Section 18: SE/4  
Lea County, New Mexico  
Number of Acres: 160  
Royalty Rate: 22%  
WI Owner Names and Interests: COG Operating LLC 100%  
ORRI Owners: Novo Minerals, LP; Foundation Minerals, LLC; Mavros Minerals, LLC; Oak Valley Mineral & Land, LP; Marathon Oil Permian, LLC

Lease 11

Lease Date: August 26, 2016  
Lease Term: Four (4) Years  
Recordation: Book 2053, Page 374, Lea County Records  
Lessor: Diane Scott Hunsaker  
Original Lessee: BC Operating, Inc.  
Current Lessee: COG Operating LLC  
Description of Land Committed: Insofar only as said lease covers:  
Township 24 South, Range 34 East  
Section 18: SE/4  
Lea County, New Mexico  
Number of Acres: 160  
Royalty Rate: 22%  
WI Owner Names and Interests: COG Operating LLC 100%  
ORRI Owners: Novo Minerals, LP; Foundation Minerals, LLC; Mavros Minerals, LLC; Oak Valley Mineral & Land, LP; Marathon Oil Permian, LLC

Lease 12

Lease Date: August 26, 2016  
Lease Term: Four (4) Years  
Recordation: Book 2053, Page 337, Lea County Records  
Lessor: Merry Ann Byrd  
Original Lessee: BC Operating, Inc.  
Current Lessee: COG Operating LLC  
Description of Land Committed: Insofar only as said lease covers:  
Township 24 South, Range 34 East  
Section 18: SE/4  
Lea County, New Mexico  
Number of Acres: 160  
Royalty Rate: 22%  
WI Owner Names and Interests: COG Operating LLC 100%  
ORRI Owners: Novo Minerals, LP; Foundation Minerals, LLC; Mavros Minerals, LLC; Oak Valley Mineral & Land, LP; Marathon Oil Permian, LLC

Lease 13

Lease Date: August 6, 2016  
Lease Term: Four (4) Years  
Recordation: Book 2053, Page 365, Lea County Records  
Lessor: Sharon Smith  
Original Lessee: BC Operating, Inc.  
Current Lessee: COG Operating LLC  
Description of Land Committed: Insofar only as said lease covers:  
Township 24 South, Range 34 East  
Section 18: SE/4  
Lea County, New Mexico  
Number of Acres: 160  
Royalty Rate: 22%  
WI Owner Names and Interests: COG Operating LLC 100%  
ORRI Owners: Novo Minerals, LP; Foundation Minerals, LLC; Mavros Minerals, LLC; Oak Valley Mineral & Land, LP; Marathon Oil Permian, LLC

Lease 14

Lease Date: August 26, 2016  
Lease Term: Four (4) Years  
Recordation: Book 2063, Page 532, Lea County Records  
Lessor: Greta Henderson Massing  
Original Lessee: BC Operating, Inc.  
Current Lessee: COG Operating LLC  
Description of Land Committed: Insofar only as said lease covers:  
Township 24 South, Range 34 East  
Section 18: SE/4  
Lea County, New Mexico  
Number of Acres: 160  
Royalty Rate: 22%  
WI Owner Names and Interests: COG Operating LLC 100%  
ORRI Owners: Novo Minerals, LP; Foundation Minerals, LLC; Mavros Minerals, LLC; Oak Valley Mineral & Land, LP; Marathon Oil Permian, LLC

Lease 15

Lease Date: October 19, 2016  
 Lease Term: Four (4) Years  
 Recordation: Book 2064, Page 695, Lea County Records  
 Lessor: Karen Henderson Ledbetter  
 Original Lessee: BC Operating, Inc.  
 Current Lessee: COG Operating LLC  
 Description of Land Committed: Insofar only as said lease covers:  
Township 24 South, Range 34 East  
 Section 18: SE/4  
 Lea County, New Mexico  
 Number of Acres: 160  
 Royalty Rate: 22%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: Novo Minerals, LP; Foundation Minerals, LLC; Mavros Minerals, LLC; Oak Valley Mineral & Land, LP; Marathon Oil Permian, LLC

Lease 16

Lease Date: August 26, 2016  
 Lease Term: Four (4) Years  
 Recordation: Book 2053, Page 369, Lea County Records  
 Lessor: John Michael Scott  
 Original Lessee: BC Operating, Inc.  
 Current Lessee: COG Operating LLC  
 Description of Land Committed: Insofar only as said lease covers:  
Township 24 South, Range 34 East  
 Section 18: SE/4  
 Lea County, New Mexico  
 Number of Acres: 160  
 Royalty Rate: 22%  
 WI Owner Names and Interests: COG Operating LLC 100%  
 ORRI Owners: Novo Minerals, LP; Foundation Minerals, LLC; Mavros Minerals, LLC; Oak Valley Mineral & Land, LP; Marathon Oil Permian, LLC

**RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	160.00	50.000%
2	160.00	50.000%
<b>Total</b>	<b>320.00</b>	<b>100.000%</b>