



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

December 3, 2021

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

Re: Application for Administrative Approval of Lease Commingle (CTB)

Dear Mr. McClure,

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

Stove Pipe Federal Com 1H
API# 30-025-43838
WC-025 G-09 S243532M; Wolfbone
Ut. A, Sec. 6-T25S-R35E
Lea County, NM

Stove Pipe Federal Com 2H
API# 30-025-42926
WC-025 G-09 S243532M; Wolfbone
Ut. B, Sec. 6-T25S-R35E
Lea County, NM

Stove Pipe Federal Com 21H
API# 30-025-43839
WC-025 G-09 S243532M; Wolfbone
Ut. A, Sec. 6-T25S-R35E
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 Ut. B, Sec. 6-T25S-R33E. 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.

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 Ut. B, Sec. 6-T25S-R35E.

All owners of interest have been notified by certified mail that should they have an objection to this surface commingling, they must file a formal protest with the NMOCD within 20 days of the date of this application. Proof of owner notification and copy of Public Notice is enclosed.

Please see the enclosed Administrative Application Checklist, C-107B Application for Surface 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,

A handwritten signature in black ink that reads "Jeanette Barron". The signature is written in a cursive, flowing style.

Jeanette Barron
Regulatory Coordinator

Revised March 23, 2017

| | | | |
|-----------|-----------|-------|---------|
| RECEIVED: | REVIEWER: | TYPE: | APP NO: |
|-----------|-----------|-------|---------|

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: Stove Pipe Federal Com 1H, 2H & 2IH

API: 30-025-43838/30-025-42926/30-025-43839

Pool: WC-025 G-09 S243532M; Wolfcamp

Pool Code: 98098

**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☐ PPR2) **NOTIFICATION REQUIRED TO:** Check those which apply.A. ☐ Offset operators or lease holdersB. ☒ Royalty, overriding royalty owners, revenue ownersC. ☒ Application requires published noticeD. ☐ Notification and/or concurrent approval by SLOE. ☒ Notification and/or concurrent approval by BLMF. ☐ Surface ownerG. ☐ 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

Date

12/3/21

575-746-6974

Phone Number

jeanette.barron@conocophillips.com

e-mail Address

District I
1625 N. French Drive, Hobbs, NM 88240
District II
811 S. First St., Artesia, NM 88210
District III
1000 Rio Brazos Road, Aztec, NM 87410
District IV
1220 S. St Francis Dr, Santa Fe, NM
87505

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B
Revised August 1, 2011

OIL CONSERVATION DIVISION
1220 S. St Francis Drive
Santa Fe, New Mexico 87505

Submit the original
application to the Santa Fe
office with one copy to the
appropriate District Office.

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: COG Operating LLC

OPERATOR ADDRESS: 2208 W Main Street, Artesia, New Mexico 88210

APPLICATION TYPE:

☐ Pool Commingling ☒ Lease Commingling ☐ Pool and Lease Commingling ☐ Off-Lease Storage and Measurement (Only if not Surface Commingled)

LEASE TYPE: ☐ Fee ☐ State ☒ Federal

Is this an Amendment to existing Order? ☐ Yes ☐ No If "Yes", please include the appropriate Order No. _____
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling
☐ Yes ☐ No

(A) POOL COMMINGLING

Please attach sheets with the following information

| (1) Pool Names and Codes | Gravities / BTU of Non-Commingled Production | Calculated Gravities / BTU of Commingled Production | | Calculated Value of Commingled Production | Volumes |
|--------------------------|--|---|--|---|---------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

- (2) Are any wells producing at top allowables? ☐ Yes ☐ No
(3) Has all interest owners been notified by certified mail of the proposed commingling? ☐ Yes ☐ No.
(4) Measurement type: ☐ Metering ☐ Other (Specify)
(5) Will commingling decrease the value of production? ☐ Yes ☐ No If "yes", describe why commingling should be approved

(B) LEASE COMMINGLING

Please attach sheets with the following information

- (1) Pool Name and Code. WC-025 G-09 S243532M; Wolfbone 98098
(2) Is all production from same source of supply? ☒ Yes ☐ No
(3) Has all interest owners been notified by certified mail of the proposed commingling? ☒ Yes ☐ No
(4) Measurement type: ☒ Metering ☐ Other (Specify)

(C) POOL and LEASE COMMINGLING

Please attach sheets with the following information

- (1) Complete Sections A and E.

(D) OFF-LEASE STORAGE and MEASUREMENT

Please attached sheets with the following information

- (1) Is all production from same source of supply? ☐ Yes ☐ No
(2) Include proof of notice to all interest owners.

(E) ADDITIONAL INFORMATION (for all application types)

Please attach sheets with the following information

- (1) A schematic diagram of facility, including legal location.
(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.
(3) Lease Names, Lease and Well Numbers, and API Numbers.

I hereby certify that the information above is true and complete to the best of my knowledge and belief.

SIGNATURE: Jeanette Barron TITLE: Regulatory Coordinator DATE: 12/3/21

TYPE OR PRINT NAME Jeanette Barron TELEPHONE NO.: 575.748.6974

E-MAIL ADDRESS: jeanette.barron@conocophillips.com

District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
District II
811 S. First St., Artesia, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-9720
District III
1000 Rio Brazos Road, 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, NM 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

| | | |
|--|---|---|
| ¹ API Number 30-025-43838 | ² Pool Code 98098 | ³ Pool Name WC-025 G-09 S243532M; Wolfbone |
| ⁴ Property Code 315644 | ⁵ Property Name Stove Pipe Federal Com | ⁶ Well Number IH |
| ⁷ OGRID No. 229137 | ⁸ Operator Name COG Operating LLC | ⁹ Elevation 3295' GR |

¹⁰ Surface Location

| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|----------|------------|------------|----------|---------------|------------------|---------------|----------------|------------|
| A | 6 | 25S | 35E | 1 | 420 | North | 515 | East | Lea |

¹¹ 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 |
|---------------|----------|------------|------------|---------|---------------|------------------|---------------|----------------|------------|
| P | 7 | 25S | 35E | | 535 | South | 327 | East | Lea |

| | | | |
|--|-------------------------------|----------------------------------|-------------------------|
| ¹² Dedicated Acres 320.35 | ¹³ Joint or Infill | ¹⁴ Consolidation Code | ¹⁵ 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.

| | | | | | | |
|----|-----------------|-------|-------|-------|--|--|
| 16 | Lot 4 | Lot 3 | Lot 2 | Lot 1 | | ¹⁷ OPERATOR CERTIFICATION I hereby certify that the information contained 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 a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. <i>Jeanette Barron</i> 12/3/21 Signature Date Jeanette Barron Printed Name jeanette.barron@conocophillips.com E-mail Address |
| | Sec 6-T25S-R35E | | | | | ¹⁸ 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. Date of Survey Signature and Seal of Professional Surveyor: REFER TO ORIGINAL PLAT Certificate Number |

DISTRICT I
1625 N. FRENCH DR., HOBBS, NM 88240
Phone: (505) 393-6161 Fax: (505) 393-0720

DISTRICT II
511 S. FIRST ST., ARTESIA, NM 88210
Phone: (505) 748-1283 Fax: (505) 748-0720

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) 476-3462

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 30-025-42926 | | Pool Code 98098 | Pool Name WC-025 G-09 S243532M; Wolfbone |
| Property Code 315644 | Property Name STOVE PIPE FEDERAL COM | | Well Number 2H |
| OGRID No. 229137 | Operator Name COG OPERATING, LLC | | Elevation 3309.5' |

Surface Location

| UL or lot No. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------|---------|----------|-------|---------|---------------|------------------|---------------|----------------|--------|
| 2 | 6 | 25-S | 35-E | | 225 | NORTH | 1905 | EAST | LEA |

Bottom Hole Location If Different From Surface

| UL or lot No. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|---------------------------|---------|-----------------|--------------------|---------|---------------|------------------|---------------|----------------|--------|
| G | 7 | 25-S | 35-E | | 2299 | NORTH | 1977 | EAST | LEA |
| Dedicated Acres 240.25 | | 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

PAGE 1 OF 2

W.O. #16-506

DRAWN BY: CF

| | | |
|--------------------------------|--|-----------------------------|
| Property Code 315644 | Property Name STOVE PIPE FEDERAL COM | Well Number 2H |
| OGRID No. 229137 | Operator Name COG OPERATING, LLC | Elevation 3309.5' |

NAD 27
SURFACE LOCATION
Y=425345.3 N
X=787658.5 E
LAT.=32.165976° N
LONG.=103.403726° W

NAD 27
BOTTOM
HOLE LOCATION
Y=417983.5 N
X=787628.5 E
LAT.=32.145741° N
LONG.=103.404029° W

BOREPATH SHOWN HEREON IS BASED ON DIRECTIONAL SURVEY REPORT PROVIDED BY COG PRODUCTION, LLC FOR THE STOVE PIPE FEDERAL COM #2H SUPPLIED TO HARCROW SURVEYING, LLC ON JUNE 24, 2016

1200 0 1200
SCALE: 1"=1200'

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 12/3/21
Signature Date

Jeanette Barron
Printed Name

jeanette.barron@conocophillips.com
E-mail Address

SURVEYOR CERTIFICATION

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

MARCH 3, 2015/DEC. 10, 2015
Date of Survey/Date of Geographic Survey

Signature & Seal of Professional Surveyor

Chad Harcrow 6/30/16
Certificate No. CHAD HARCROW 17777

PAGE 2 OF 2

W.O. #16-506

DRAWN BY: CF

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WELL LOCATION AND ACREAGE DEDICATION PLAT

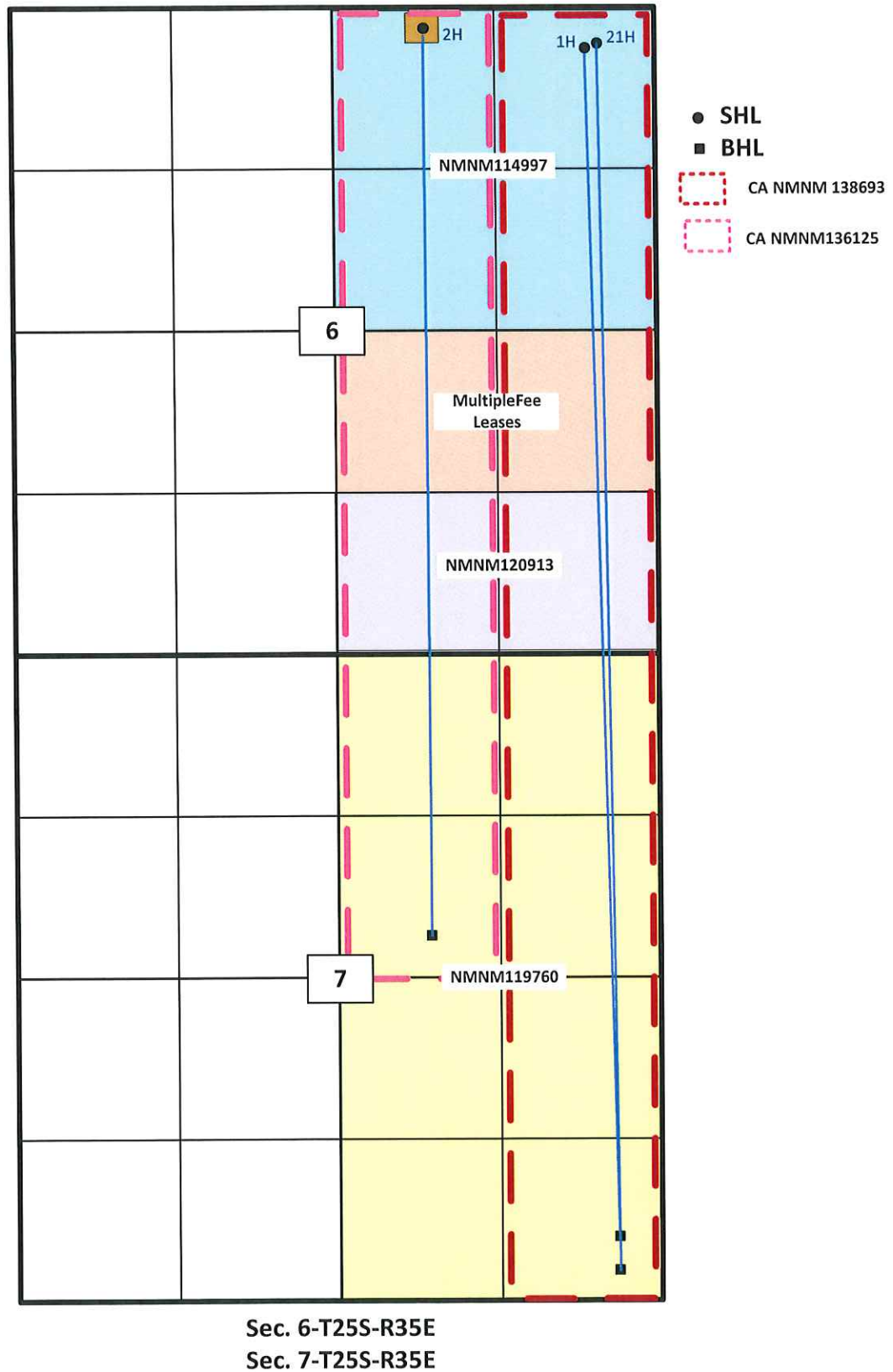
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|--|---------------------|---|---------------------|---|-----------------------------|----------------------------------|-----------------------------|---|----------------------|
| ¹ API Number 30-025-43839 | | ² Pool Code 98098 | | ³ Pool Name WC-025 G-09 S243532M; Wolfbone | | | | | |
| ⁴ Property Code 315644 | | ⁵ Property Name Stove Pipe Federal Com | | | | | | ⁶ Well Number 21H | |
| ⁷ OGRID No. 229137 | | ⁸ Operator Name COG Operating LLC | | | | | | ⁹ Elevation 3295' GR | |
| ¹⁰ Surface Location | | | | | | | | | |
| UL or lot no. A | Section 6 | Township 25S | Range 35E | Lot Idn 1 | Feet from the 409 | North/South line North | Feet from the 476 | East/West line East | County Lea |
| ¹¹ Bottom Hole Location If Different From Surface | | | | | | | | | |
| UL or lot no. P | Section 7 | Township 25S | Range 35E | Lot Idn | Feet from the 200 | North/South line South | Feet from the 365 | East/West line East | County Lea |
| ¹² Dedicated Acres 320.35 | | ¹³ Joint or Infill | | ¹⁴ Consolidation Code | | ¹⁵ 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.

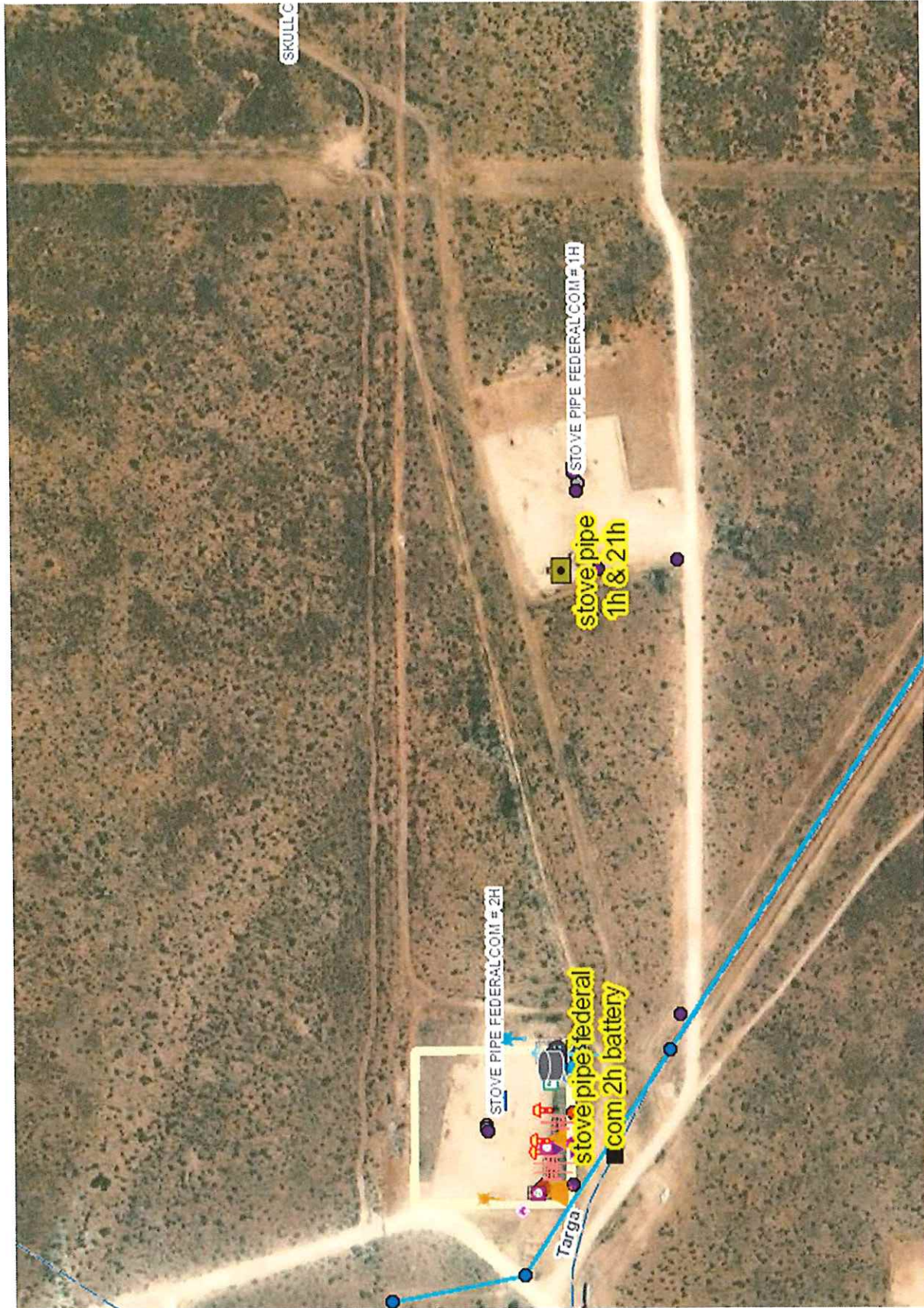
| | | | | | |
|--|-------|-------|-------|---|--|
| ¹⁶ | | | | ¹⁷ OPERATOR CERTIFICATION | |
| Lot 4 | Lot 3 | Lot 2 | Lot 1 | <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest 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 a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Jeanette Barron</i> 12/3/21 Signature Date</p> <p>Jeanette Barron Printed Name jeanette.barron@conocophillips.com E-mail Address</p> | |
| Sec 6-T25S-R35E | | | | | |
| Sec 7-T25S-R35E | | | | <p>¹⁸ SURVEYOR CERTIFICATION</p> <p>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.</p> <p>_____ Date of Survey</p> <p>_____ Signature and Seal of Professional Surveyor:</p> <p>REFER TO ORIGINAL PLAT</p> <p>_____ Certificate Number</p> | |
| <p>Producing Area 12944-22765'</p> | | | | <p>BHL 365'</p> | |



Stove Pipe Federal Com Wells

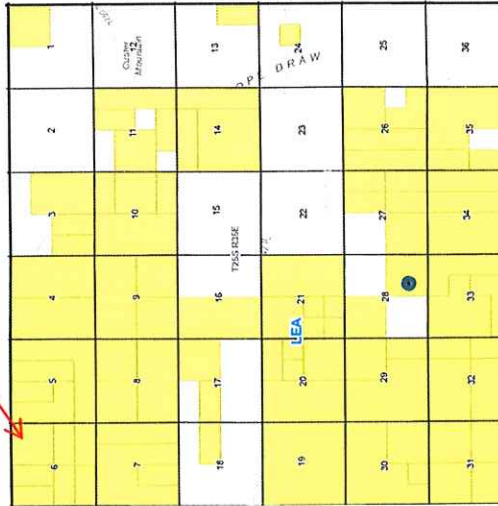


STOVE PIPE FED COM 1H, 2H & 21H

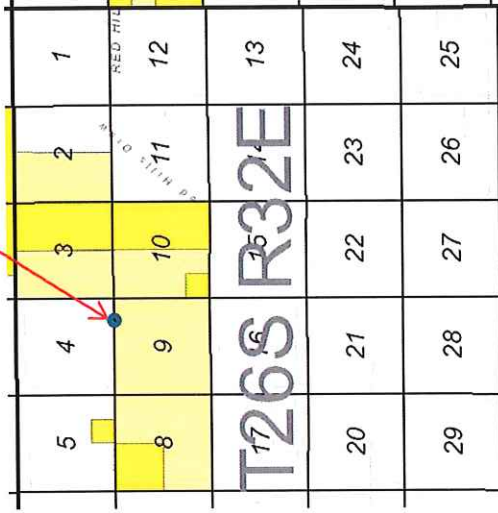


Stove Pipe Fed Com 1H, 2H & 21H & Red Hills and Jal Offload Station Map

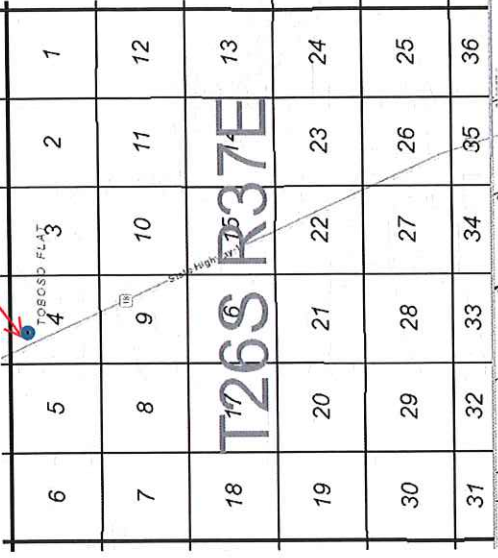
Stove Pipe Fed Com 1H, 2H & 21H
Lea County, NM



Red Hills Offload Station
Lea County, NM



Jal Offload Station
Lea County, NM



| Stove Pipe Fed Com 1H, 2H & 2IH | | | | | | | | | |
|---------------------------------|----------|------------------------------------|----------------------------|------------------|---------------|-------|------------|------------------------------|-----------|
| Date Sent | Initials | Name | Address | Address 2 | City | State | ZipCode | Certified Return Receipt No. | Delivered |
| 12.03.21 | JB | 5588 OIL LLC | PO BOX 470925 | | FORT WORTH | TX | 76107 | 7020 1810 0000 1413 1768 | |
| 12.03.21 | JB | 801 LLC | PO BOX 900 | | ARTESIA | NM | 88211-0900 | 7020 1810 0000 1413 1775 | |
| 12.03.21 | JB | ABO PETROLEUM LLC | PO BOX 900 | | ARTESIA | NM | 88211 | 7020 1810 0000 1413 1782 | |
| 12.03.21 | JB | ALLEN CLAY DAVIS | PO BOX 962 | | ARDMORE | OK | 73402 | 7020 1810 0000 1413 1799 | |
| 12.03.21 | JB | ARRAKIS HOLDINGS LLC | PO BOX 26 | | MAYPEARL | TX | 76064 | 7020 1810 0000 1413 1805 | |
| 12.03.21 | JB | CARROLLTON MINERAL PARTNERS IV LP | 5950 BERKSHIRE LANE | STE 1125 | DALLAS | TX | 75225 | 7020 1810 0000 1413 1812 | |
| 12.03.21 | JB | CEP MINERALS LLC | PO BOX 50820 | | MIDLAND | TX | 79710 | 7020 1810 0000 1413 1829 | |
| 12.03.21 | JB | CHARLES HOSFORD | 053 SAN JUAN RD | | JEMEZ SPRING | NM | 87025 | 7020 1810 0000 1413 1836 | |
| 12.03.21 | JB | CHARLOTTE S E GARZA | 324 HENERETTA DRIVE | | HURST | TX | 76054 | 7020 1810 0000 1413 1843 | |
| 12.03.21 | JB | CHISOS MINERALS LLC | PO BOX 470788 | | FORT WORTH | TX | 76147 | 7020 1810 0000 1413 1850 | |
| 12.03.21 | JB | CMP PERMIAN LP | 2525 KELL BLVD | STE 510 | WICHITA FALLS | TX | 76308 | 7020 1810 0000 1413 1867 | |
| 12.03.21 | JB | DONNA DAVIS HAMMACK | 2911 SABLE CROSSING | | SAN ANTONIO | TX | 78232 | 7020 1810 0000 1413 1874 | |
| 12.03.21 | JB | FOUNDATION MINERALS LLC | PO BOX 50820 | | MIDLAND | TX | 79710 | 7020 1810 0000 1413 1881 | |
| 12.03.21 | JB | GEORGIA DAVIS GRIFFITH | 941 BOIS D ARC ST | | WHITESBORO | TX | 76273 | 7020 1810 0000 1413 1898 | |
| 12.03.21 | JB | GERALD DAN THOMPSON | 12107 LUEDERS LANE | | DALLAS | TX | 75230 | 7020 1810 0000 1413 1904 | |
| 12.03.21 | JB | GGM EXPLORATION INC | PO BOX 123610 | | FORT WORTH | TX | 76121 | 7020 1810 0000 1413 1911 | |
| 12.03.21 | JB | JAMES M DAVIS | PO BOX 4251 | | MIDLAND | TX | 79704 | 7020 1810 0000 1413 1928 | |
| 12.03.21 | JB | JEANENE HALL | PO BOX 888 | | SOCORRO | NM | 87801 | 7020 1810 0000 1413 1935 | |
| 12.03.21 | JB | JERRY BILLINGTON | 208 MABLE AVE | | PRINCETON | TX | 75407 | 7020 1810 0000 1413 1942 | |
| 12.03.21 | JB | JETSTREAM ROYALTY PARTNERS LP | PO BOX 471396 | | FORT WORTH | TX | 76147 | 7020 1810 0000 1413 1959 | |
| 12.03.21 | JB | KAREN FRECK ROGNERUD | 3591 FM 451 | | WASKOM | TX | 75692 | 7020 1810 0000 1413 1966 | |
| 12.03.21 | JB | LISA LOVING THOMPSON | 1659 CREEKSIDE DRIVE | | SOUTHLAKE | TX | 76092 | 7020 1810 0000 1413 1973 | |
| 12.03.21 | JB | MALAGA EF7 LLC | PO BOX 2064 | | MIDLAND | TX | 79702 | 7020 1810 0000 1413 1980 | |
| 12.03.21 | JB | MALAGA ROYALTY LLC | PO BOX 2064 | | MIDLAND | TX | 79702 | 7020 1810 0000 1413 1997 | |
| 12.03.21 | JB | MARATHON OIL COMPANY | 5555 SAN FELIPE ST | | HOUSTON | TX | 77056 | 7020 1810 0000 1413 2000 | |
| 12.03.21 | JB | MAVROS MINERALS LLC | PO BOX 50820 | | MIDLAND | TX | 79710 | 7020 1810 0000 1413 2017 | |
| 12.03.21 | JB | MICHAEL FRECK | 192 OAK DR | | WASKOM | TX | 75692 | 7020 1810 0000 1413 2024 | |
| 12.03.21 | JB | MICHAEL FRED MADERA | PO BOX 645 | | LA PINE | OR | 97739 | 7020 1810 0000 1413 2031 | |
| 12.03.21 | JB | MICHAEL MEDLIN | PO BOX 506 | | BOERNE | TX | 78006 | 7020 1810 0000 1413 2048 | |
| 12.03.21 | JB | MICHAEL P MCNAMARA JR | 200 W HWY 6 | STE 320 | WACO | TX | 76712 | 7020 1810 0000 1413 2055 | |
| 12.03.21 | JB | MONTIE CAROL MADERA | 590 HWY 105 | UNIT 302 | MONUMENT | CO | 80132 | 7020 1810 0000 1413 2062 | |
| 12.03.21 | JB | MRC PERMIAN COMPANY | 5400 LYNDON B JOHNSON FWY | STE 1500 | DALLAS | TX | 75240-1017 | 7020 1810 0000 1413 2079 | |
| 12.03.21 | JB | NORMA LOVING | 2009 CROCKETT CT | | IRVING | TX | 75038 | 7020 1810 0000 1413 2086 | |
| 12.03.21 | JB | OAK VALLEY MINERAL & LAND LP | PO BOX 50820 | | MIDLAND | TX | 79710 | 7020 1810 0000 1413 2093 | |
| 12.03.21 | JB | OXY Y1 | PO BOX 841803 | | DALLAS | TX | 75284-1803 | 7020 1810 0000 1413 2116 | |
| 12.03.21 | JB | PAULA KATHERYN WARREN | 3447 EAST HARVARD AVE | | GILBERT | AZ | 85234 | 7020 1810 0000 1413 2123 | |
| 12.03.21 | JB | PEGASUS RESOURCES LLC | PO BOX 733980 | | DALLAS | TX | 75373 | 7020 1810 0000 1413 2130 | |
| 12.03.21 | JB | RIVERBEND OIL & GAS IX INVESTMENTS | 1200 SMITH STREET STE 1950 | TWO ALLEN CENTER | HOUSTON | TX | 77002 | 7020 1810 0000 1413 2147 | |
| 12.03.21 | JB | ROBERT FRECK | 538 4TH STREET | | GRENA | LA | 70053 | 7020 1810 0000 1413 2154 | |
| 12.03.21 | JB | SANDBA LEE BROMAN POWERS | 92 1512 ALI NUI DR | UNIT 3 | KAPOLEI | HI | 96707 | 7020 1810 0000 1413 2161 | |
| 12.03.21 | JB | SHAWN FRECK | 816 E CENTRE AVE | | BUCKEYE | AZ | 85326 | 7020 1810 0000 1413 2178 | |
| 12.03.21 | JB | SHELLING INVESTMENTS LLC | 4747 RESEARCH FOREST DR | STE 180 315 | THE WOODLAND | TX | 77381 | 7020 1810 0000 1413 2185 | |
| 12.03.21 | JB | TD MINERALS LLC | 8111 WESTCHESTER DRIVE | SUITE 900 | DALLAS | TX | 75225 | 7020 1810 0000 1413 2192 | |
| 12.03.21 | JB | TERRY LYNN HOLT | 1922 VINTAGE DRIVE | | CORINTH | TX | 76210 | 7020 1810 0000 1413 2208 | |
| 12.03.21 | JB | THE BAIRD MINERAL TRUST | 1907 GLEN HOLLOW LANE | | BELTON | TX | 76513 | 7020 1810 0000 1413 2215 | |
| 12.03.21 | JB | THE LEE & JUDY DAVIS REV TRUST | 1625 9TH AVE SE | | SAINT CLOUD | MN | 56304 | 7020 1810 0000 1413 2222 | |
| 12.03.21 | JB | THE MADERA TRUST U A DTD 7 20 2016 | 4621 W AGAVE AVE | | ELOY | AZ | 85131 | 7020 1810 0000 1413 2239 | |
| 12.03.21 | JB | TILDEN CAPITAL MINERALS LLC | PO BOX 470857 | | FORT WORTH | TX | 76147 | 7020 1810 0000 1413 2246 | |
| 12.03.21 | JB | WILLIAM HOLLIS | 1610 HERITAGE | | MISSION | TX | 78572 | 7020 1810 0000 1413 2253 | |
| 12.03.21 | JB | BLM | 414 W. Taylor | | Hobbs | NM | 88240 | 7020 1810 0000 1413 2109 | |

HOBBS NEWS

LEGAL NOTICES

Please run for one day only.

COG Operating LLC (COG), 2208 West Main Street, Artesia, New Mexico, 88210, is seeking administrative approval from the New Mexico Oil Conservation Division to commingle the oil and gas production from the Stove Pipe Federal Com 1H, 2H & 21H wells. Said wells are located in Section 6, Township 25 South, Range 35 East, Lea County, New Mexico. The Central Tank Battery (CTB) where production will be commingled is located in Ut B, Section 6-T25S-R35E, Lea County, New Mexico. In the event oil production at the CTB is over capacity or in the case of battery or pipeline repairs, COG is also seeking administrative approval for off-lease measurement at either the Red Hills Off-load Station in Unit O, Section 4-T26S-R32E or the Jal Off-load Station in Unit D, Section 4-T26S-R37E, Lea County, NM. Any interested party who has an objection to this must give notice in writing to the Oil Conservation Division, 1220 South Saint Francis Street, Santa Fe, New Mexico, 87505, within ten (10) days of this notice. Any interested party with questions or comments may contact Matt Solomon (432) 685-4352 matt.solomon@conocophillips.com at COG Operating LLC, 600 West Illinois, Midland, Texas 79701.

Published in the Hobbs News, Hobbs, NM on 12.05.21

Determination - Approval - Certification

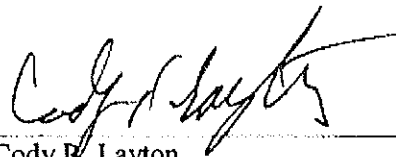
Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement 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 that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering Lot 1, SENE, E2SE of sec. 6 and the E2E2 of sec. 7, T. 25 S., R. 35 E., NMPM, as to all producible hydrocarbons from the Wolfbone formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Carlsbad Field Office pursuant to Item 9 of the approved Communitization Agreement.

- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: 08/15/2018



Cody R. Layton
Assistant Field Manager
Lands and Minerals

Effective: March 01, 2017

Contract No.: Com. Agr. NMNM138693

COMMUNITIZATION AGREEMENT

WELL NAME: STOVE PIPE FEDERAL COM 1H & 21H

Contract No. NM 138693

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

Section 6: Lot 1, SE/4NE/4, E/2SE/4

Section 7: E/2E/2

Lea County, New Mexico

Containing 320.35 acres, and this agreement shall include only those depths within the **WC-025 G-09 S243532M; Wolfbone Pool (Pool Code 98098)** underlying said lands and the crude oil and associated natural gas, hereinafter, referred to as "communitized substances", producible from such Pool.

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 March 1, 2017, 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, Working Interest Owner, &
Record Title Owner:**

COG Operating LLC

By: Mark A. Carter

Mark A. Carter
Attorney-In-Fact

MLP
MW
SR

**Record Title Owner and/or Working Interest
Owner:**

COG Production LLC

By: Mark A. Carter

Mark A. Carter
Attorney-In-Fact

MLP
MW
SR

COG Acreage LP

By: Mark A. Carter

Mark A. Carter
Attorney-In-Fact

MLP
MW
SR

OXY Y-1 Company

By: _____

Name: _____

Title: _____

Energen Resources Corporation

By: _____

Name: _____

Title: _____

Marathon Oil Permian, LLC

By: _____

Name: _____

Title: _____

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, Working Interest Owner, &
Record Title Owner:**

COG Operating LLC

By: Mark A. Carter
Mark A. Carter
Attorney-In-Fact

MLF
MW
JS

**Record Title Owner and/or Working Interest
Owner:**

COG Production LLC

By: Mark A. Carter
Mark A. Carter
Attorney-In-Fact

MLF
MW

COG Acreage LP

By: Mark A. Carter
Mark A. Carter
Attorney-In-Fact

MLF
MW

OXY Y-1 Company

By: Bradley S. Dusek
Name: Bradley S. Dusek
Title: Attorney-in-fact

MLF
MW
JS

Energen Resources Corporation

By: _____
Name: _____
Title: _____

Marathon Oil Permian, LLC

By: _____
Name: _____
Title: _____

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, Working Interest Owner, &
Record Title Owner:**

COG Operating LLC

By: Mark A. Carter
Mark A. Carter
Attorney-In-Fact

MLF
MW
S

**Record Title Owner and/or Working Interest
Owner:**

COG Production LLC

By: Mark A. Carter
Mark A. Carter
Attorney-In-Fact

MLF
MW

COG Acreage LP

By: Mark A. Carter
Mark A. Carter
Attorney-In-Fact

MLF
MW

OXY Y-1 Company

S

By: _____
Name: _____
Title: _____

Energen Resources Corporation

By: David W. Bolton
Name: David W. Bolton
Title: Vice President-Land

QJS
KBL

Marathon Oil Permian, LLC

By: _____
Name: _____
Title: _____

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, Working Interest Owner, &
Record Title Owner:**

COG Operating LLC

By: Mark A. Carter

Mark A. Carter
Attorney-In-Fact

MLF
MLW
ES

**Record Title Owner and/or Working Interest
Owner:**

COG Production LLC

By: Mark A. Carter

Mark A. Carter
Attorney-In-Fact

MLF
MLW

COG Acreage LP

By: Mark A. Carter

Mark A. Carter
Attorney-In-Fact

MLF
MLW

OXY Y-1 Company

ES

By: _____
Name: _____
Title: _____

Energen Resources Corporation

By: _____
Name: _____
Title: _____

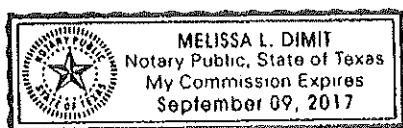
Marathon Oil Permian, LLC

By: Matthew D. Brown
Name: Matthew D. Brown
Title: Attorney-in-Fact

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on August 31, 2017, by Mark A. Carter, Attorney-In-Fact, of **COG Operating LLC**, a Delaware Limited Liability Company, on behalf of same.



9/9/17
 My Commission Expires
Melissa L. Dimit
 Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
 COUNTY OF MIDLAND §

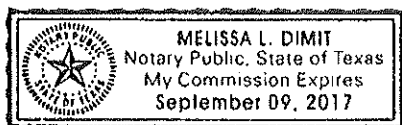
This instrument was acknowledged before me on August 31, 2017, by Mark A. Carter, Attorney-In-Fact, of **COG Production LLC**, a Texas Limited Liability Company, on behalf of said Limited Liability Company.



9/9/17
 My Commission Expires
Melissa L. Dimit
 Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on August 31, 2017, by Mark A. Carter, Attorney-In-Fact, of **COG Acreage LP**, a Texas Limited Partnership, on behalf of said Limited Partnership.

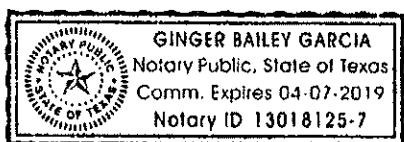


9/9/17
 My Commission Expires
Melissa L. Dimit
 Notary Public in and for the State of Texas

ACKNOWLEDGEMENTS CONT.

STATE OF Texas §
 COUNTY OF Harris §

This instrument was acknowledged before me on this the 10th day of April, 2018
 by Bradley S. Dusek, as Attorney-in-Fact
 of Oxy Y-1 Company, a New Mexico corporation, on behalf of same.



4/7/19
 My Commission Expires
[Signature]
 Notary Public in and for the State of TX

STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on _____, 201 ,
 by _____, as _____
 of **Energen Resources Corporation**, a _____, on behalf of
 same.

My Commission Expires _____
 Notary Public in and for the State of _____

STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on _____, 201 ,
 by _____, as _____
 of **Marathon Oil Permian, LLC**, a _____, on behalf of
 same.

My Commission Expires _____
 Notary Public in and for the State of _____

ACKNOWLEDGEMENTS CONT.

STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on _____, 201____,
 by _____, as _____
 of Oxy Y-1 Company, a _____, on behalf of same.

My Commission Expires _____

Notary Public in and for the State of _____

STATE OF Alabama §
 COUNTY OF Tefferson §

This instrument was acknowledged before me on February 14th, 2018,
 by David W. Bolton, as Vice President-Land
 of Energen Resources Corporation, a Alabama Corporation, on behalf of
 same.



12/20/2018
 My Commission Expires
Jeremiah T. Penley
 Notary Public in and for the State of Alabama

STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on _____, 201____,
 by _____, as _____
 of Marathon Oil Permian, LLC, a _____, on behalf of
 same.

My Commission Expires _____

Notary Public in and for the State of _____

ACKNOWLEDGEMENTS CONT.

STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on _____, 201_,
 by _____, as _____
 of Oxy Y-1 Company, a _____, on behalf of same.

My Commission Expires _____

Notary Public in and for the State of _____

STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on _____, 201_,
 by _____, as _____
 of Energen Resources Corporation, a _____, on behalf of
 same.

My Commission Expires _____

Notary Public in and for the State of _____

STATE OF Texas §
 COUNTY OF Harris §

This instrument was acknowledged before me on February 2nd, 2018
 by Matthew D. Brown, as Attorney-in-Fact
 of Marathon Oil Permian, LLC, a Delaware Limited Liability Company, on behalf of
 same.



1/28/2019
 My Commission Expires
Jessica Gorman
 Notary Public in and for the State of Texas
ID# 13008780-4

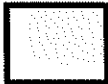
EXHIBIT "A"

To Communitization Agreement dated effective March 1, 2017, embracing Lot 1, SE/4NE/4, E/2SE/4 of Section 6 & E/2E/2 of Section 7, T25S -- R35E, N.M.P.M., Lea County, New Mexico
Limited in depth as to the WC-025 G-09 S243532M; Wolfbone Pool (Pool Code 98098) only.

Tract 1:
NMNM 114997



Tract 2:
Fee Leases



Tract 3:
NMNM 120913



Tract 4:
NMNM 119760

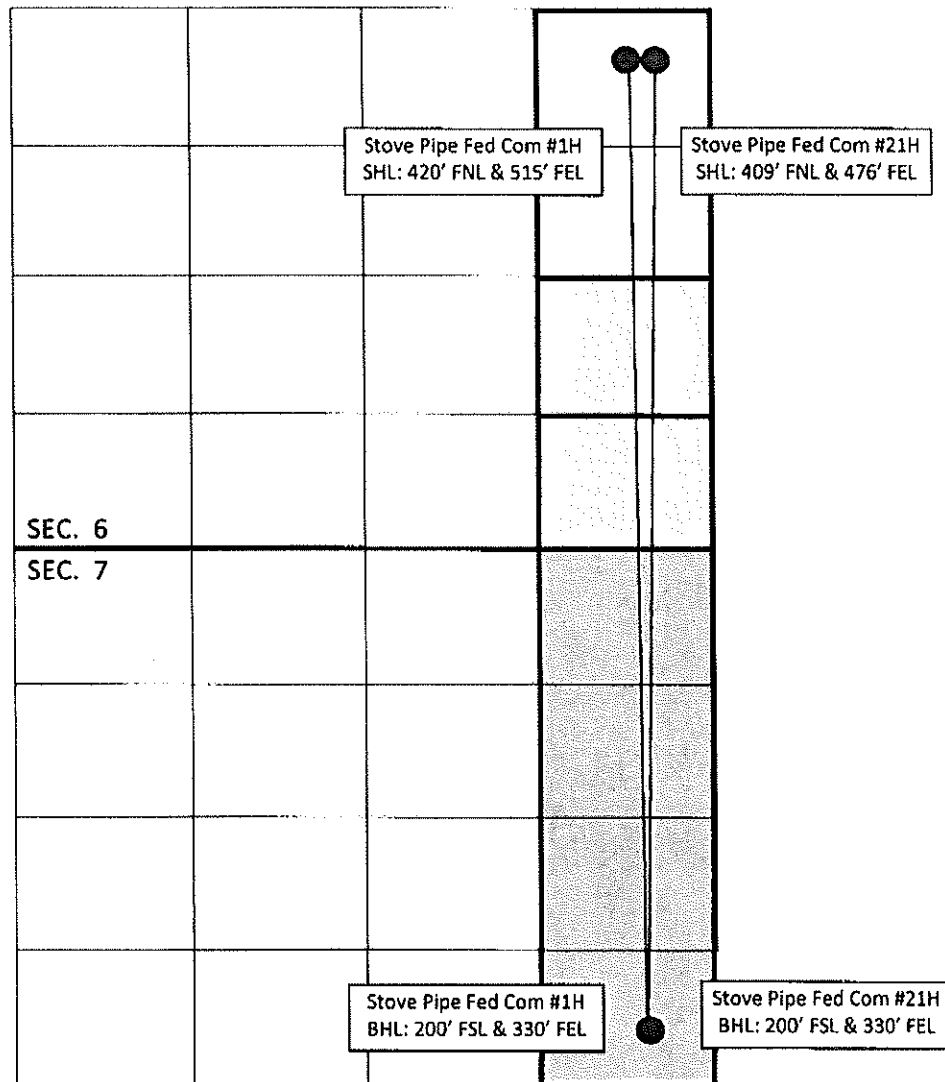


EXHIBIT "B"

To Communitization Agreement dated effective March 1, 2017, embracing the Lot 1, SE/4NE/4, E/2SE/4 of Section 6 & E/2E/2 of Section 7, T25S -- R35E, N.M.P.M., Lea County, New Mexico
Limited in depth as to the WC-025 G-09 S243532M; Wolfbone Pool (Pool Code 98098) only.

OPERATOR OF COMMUNITIZED AREA: **COG Operating LLC**

DESCRIPTION OF LEASES COMMITTED:Tract No. 1Lease 1

| | | |
|--------------------------------|---|------|
| Lease Date: | December 1, 2005 | |
| Lease Term: | 10 years | |
| Recordation: | Not Recorded | |
| Lessor: | USA NMNM 114997 | |
| Original Lessee: | Samson Resources Company | |
| Current Lessee: | COG Operating LLC | |
| Description of Land Committed: | Insofar only as said lease covers: | |
| | <u>Township 25 South, Range 35 East</u> | |
| | Section 6: Lot 1, SE/4NE/4 | |
| | Lea County, New Mexico | |
| Number of Acres: | 80.35 | |
| Royalty Rate: | 12.5% | |
| WI Owner Names and Interests: | COG Operating LLC | 100% |
| ORRI Owners: | Of Record | |

Tract No. 2Lease 2

| | | |
|--------------------------------|---|------|
| Lease Date: | June 21, 2013 | |
| Lease Term: | 3 years | |
| Recordation: | Book 1862, Page 493, Lea County Records | |
| Lessor: | The Baird Mineral Trust | |
| Original Lessee: | Energen Resources Corporation | |
| Current Lessee: | Energen Resources Corporation | |
| Description of Land Committed: | Insofar only as said lease covers: | |
| | <u>Township 25 South, Range 35 East</u> | |
| | Section 6: NE/4SE/4 | |
| | Lea County, New Mexico | |
| Number of Acres: | 40 | |
| Royalty Rate: | 25% | |
| WI Owner Names and Interests: | Energen Resources Corporation | 100% |
| ORRI Owners: | Of Record | |

Lease 3

Lease Date: July 1, 2010
 Lease Term: 3 years
 Recordation: Book 1688, Page 849, Lea County Records
 Lessor: **Katherine Woltz Aven, dealing in her sole and separate property**
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Acreage LP 100%
 ORRI Owners: Of Record

Lease 4

Lease Date: July 1, 2010
 Lease Term: 3 years
 Recordation: Book 1688, Page 857, Lea County Records
 Lessor: **Barry B. Thompson, dealing in his sole and separate property**
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Acreage LP 100%
 ORRI Owners: Of Record

Lease 5

Lease Date: July 1, 2010
 Lease Term: 3 years
 Recordation: Book 1688, Page 897, Lea County Records
 Lessor: **G. Dan Thompson, dealing in his sole and separate property**
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Acreage LP 100%
 ORRI Owners: Of Record

Lease 6

Lease Date: July 1, 2010
 Lease Term: 3 years
 Recordation: Book 1688, Page 937, Lea County Records
 Lessor: **Norma Baird Loving, dealing in her sole and separate property**
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Acreage LP 100%
 ORRI Owners: Of Record

Lease 7

Lease Date: May 1, 2015
 Lease Term: 3 years
 Recordation: Book 1973, Page 674, Lea County Records
 Lessor: **Beulah M. Baird Trust dated July 6, 1990 by Norma Baird Loving and Weldon Baird as Co-Trustees**
 Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

Lease 8

Lease Date: July 1, 2010
 Lease Term: 3 years
 Recordation: Book 1688, Page 945, Lea County Records
 Lessor: **Kenneth Medlin, dealing in his sole and separate property**
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Acreage LP 100%
 ORRI Owners: Of Record

Lease 9

Lease Date: May 4, 2015
 Lease Term: 3 years
 Recordation: Book 1964, Page 166, Lea County Records
 Lessor: **Jeanene Hollis Hall**
 Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

Lease 10

Lease Date: July 1, 2010
 Lease Term: 3 years
 Recordation: Book 1688, Page 913, Lea County Records
 Lessor: **Jerry Billington, dealing in his sole and separate property**
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Acreage LP 100%
 ORRI Owners: Of Record

Lease 11

Lease Date: July 1, 2010
 Lease Term: 3 years
 Recordation: Book 1688, Page 961, Lea County Records
 Lessor: **Michael Hall Medlin, dealing in his sole and separate property**
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Acreage LP 100%
 ORRI Owners: Of Record

Lease 12

Lease Date: July 1, 2010
 Lease Term: 3 years
 Recordation: Book 1688, Page 929, Lea County Records
 Lessor: **Ora Mae Davis, dealing in her sole and separate property**
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Acreage LP 100%
 ORRI Owners: Of Record

Lease 13

Lease Date: June 1, 2015, executed October 16, 2015
 Lease Term: 3 years
 Recordation: Book 1991, Page 372, Lea County Records
 Lessor: **Gary G. Davis**
 Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

Lease 14

Lease Date: July 1, 2010
 Lease Term: 3 years
 Recordation: Book 1688, Page 889, Lea County Records
 Lessor: **William K. Hollis, dealing in his sole and separate property**
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Acreage LP 100%
 ORRI Owners: Of Record

Lease 15

Lease Date: July 1, 2010
 Lease Term: 3 years
 Recordation: Book 1688, Page 905, Lea County Records
 Lessor: **Karen Freck Rogerud, dealing in her sole and separate property**
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Acreage LP 100%
 ORRI Owners: Of Record

Lease 16

Lease Date: July 1, 2010
 Lease Term: 3 years
 Recordation: Book 1688, Page 873, Lea County Records
 Lessor: **Michael Freck, dealing in his sole and separate property**
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Acreage LP 100%
 ORRI Owners: Of Record

Lease 17

Lease Date: July 1, 2010
 Lease Term: 3 years
 Recordation: Book 1688, Page 881, Lea County Records
 Lessor: **Robert Freck, dealing in his sole and separate property**
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Acreage LP 100%
 ORRI Owners: Of Record

Lease 18

Lease Date: July 1, 2010
 Lease Term: 3 years
 Recordation: Book 1688, Page 953, Lea County Records
 Lessor: **Shawn Freck, dealing in his sole and separate property**
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Acreage LP 100%
 ORRI Owners: Of Record

Lease 19

Lease Date: October 1, 2013
 Lease Term: 3 years
 Recordation: Book 1862, Page 498, Lea County Records
 Lessor: **The Lee and Judy Davis Revocable Trust, Leland E. and Judith E. Davis, Co-Trustees**
 Original Lessee: Energen Resources Corporation
 Current Lessee: Energen Resources Corporation
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: Energen Resources Corporation 100%
 ORRI Owners: Of record

Lease 20

Lease Date: August 19, 2015
 Lease Term: 3 years
 Recordation: Book 1998, Page 745, Lea County Records
 Lessor: **Mitchell A. Cappadonna, dealing in his sole and separate property**
 Original Lessee: BC Operating, Inc.
 Current Lessee: Marathon Oil Permian, LLC
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: Marathon Oil Permian, LLC 100%
 ORRI Owners: Of record

Lease 21

Lease Date: August 19, 2015
 Lease Term: 3 years
 Recordation: Book 1998, Page 747, Lea County Records
 Lessor: **Peggy Neal Marquez, dealing in her sole and separate property**
 Original Lessee: BC Operating, Inc.
 Current Lessee: Marathon Oil Permian, LLC
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: Marathon Oil Permian, LLC 100%
 ORRI Owners: Of record

Lease 22

Lease Date: August 19, 2015
 Lease Term: 3 years
 Recordation: Book 1998, Page 749, Lea County Records
 Lessor: **Ruth Vaughan, dealing in her sole and separate property**
 Original Lessee: BC Operating, Inc.
 Current Lessee: Marathon Oil Permian, LLC
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: Marathon Oil Permian, LLC 100%
 ORRI Owners: Of record

Lease 23

Lease Date: August 19, 2015
 Lease Term: 3 years
 Recordation: Book 1998, Page 751, Lea County Records
 Lessor: **Bruce Hosford, dealing in his sole and separate property**
 Original Lessee: BC Operating, Inc.
 Current Lessee: Marathon Oil Permian, LLC
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: Marathon Oil Permian, LLC 100%
 ORRI Owners: Of record

Lease 24

Lease Date: August 19, 2015
 Lease Term: 3 years
 Recordation: Book 1998, Page 753, Lea County Records
 Lessor: **Diann Hosford, dealing in her sole and separate property**
 Original Lessee: BC Operating, Inc.
 Current Lessee: Marathon Oil Permian, LLC
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: Marathon Oil Permian, LLC 100%
 ORRI Owners: Of record

Lease 25

Lease Date: August 19, 2015
 Lease Term: 3 years
 Recordation: Book 1998, Page 755, Lea County Records
 Lessor: **Michael Hosford, dealing in his sole and separate property**
 Original Lessee: BC Operating, Inc.
 Current Lessee: Marathon Oil Permian, LLC
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: Marathon Oil Permian, LLC 100%
 ORRI Owners: Of record

Lease 26

Lease Date: August 19, 2015
 Lease Term: 3 years
 Recordation: Book 2001, Page 845, Lea County Records
 Lessor: **Barry Hosford, dealing in his sole and separate property**
 Original Lessee: BC Operating, Inc.
 Current Lessee: Marathon Oil Permian, LLC
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: Marathon Oil Permian, LLC 100%
 ORRI Owners: Of record

Lease 27

Lease Date: August 19, 2015
 Lease Term: 3 years
 Recordation: Book 2014, Page 140, Lea County Records
 Lessor: **Charles Hosford, dealing in his sole and separate property**
 Original Lessee: BC Operating, Inc.
 Current Lessee: Marathon Oil Permian, LLC
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: Marathon Oil Permian, LLC 100%
 ORRI Owners: Of record

Lease 28

Lease Date: August 19, 2015
 Lease Term: 3 years
 Recordation: Book 2117, Page 359, Lea County Records
 Lessor: **Roy Chandler**
 Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: NE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: Of record

Tract No. 3**Lease 29**

Lease Date: November 1, 2008
 Lease Term: 10 years
 Recordation: Not Recorded
 Lessor: **USA NMNM 120913**
 Original Lessee: Yates Petroleum Corp., et al
 Current Lessee: COG Operating LLC
 Oxy Y-1
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 6: SE/4SE/4
 Lea County, New Mexico
 Number of Acres: 40
 Royalty Rate: 12.5%
 WI Owner Names and Interests: COG Operating LLC 80%
 Oxy Y-1 Company 20%
 ORRI Owners: Of Record

Tract No. 4**Lease 30**

Lease Date: May 1, 2008
 Lease Term: 10 years
 Recordation: Not Recorded
 Lessor: **USA NMNM 119760**
 Original Lessee: Ronald Miles
 Current Lessee: COG Production LLC
 Description of Land Committed: Insofar only as said lease covers:
Township 25 South, Range 35 East
 Section 7: E/2E/2
 Lea County, New Mexico
 Number of Acres: 160
 Royalty Rate: 12.5%
 WI Owner Names and Interests: COG Production LLC 100%
 ORRI Owners: Of Record

UNLEASED MINERAL INTEREST OWNERS COMMITTED UNDER COMPULSORY POOLING
ORDER NO. R-14373 (A COPY ATTACHED)

Estate of Eddie Mae Mosely
 c/o Mitchell Cappadonna
 1523 Neal Rd.
 Tomball, TX 77375

RECAPITULATION

| Tract No. | No. of Acres Committed | Percentage of Interest In Communitized Area |
|------------------|-------------------------------|--|
| 1 | 80.35 | 25.081942% |
| 2 | 40.00 | 12.486343% |
| 3 | 40.00 | 12.486343% |
| 4 | 160.00 | 49.945372% |
| Total | 320.35 | 100.000000% |



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Pecos District

Carlsbad Field Office

620 E. Greene

Carlsbad, New Mexico 88220-6292

www.blm.gov/nm



IN REPLY REFER TO:

NM136125

3105.2 (P0220)

Reference:

Communitization Agreement

08/11/2016

Stove Pipe Fed Com 2H

T. 25 S., R. 35 E.,

Sec. 6: W2E2

Sec. 7: W2NE

Lea County, NM

COG Operating, LLC
600 West Illinois Avenue
Midland, TX 79701

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NM136125 involving 80.25 acres of Federal land in lease NMNM114997, 40 acres of Fee land, 40 acres of Federal land in lease NMNM120913 and 80 acres of Federal land in lease NMNM119760, Lea County, New Mexico, which comprises a 240.25 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Wolfbone formation beneath Sec.6, W2E2, Sec. 7, W2NE, T. 25 S., R. 35 E., NMPM, and is effective 11/01/2015. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is accurate.

Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of Natural Resources Revenue at 1-800-525-9167 or 303-231-3504.

If you have any questions regarding this approval, please contact Edward G Fernandez, Petroleum Engineer at (575) 234-2220 or Deborah Ham at (575) 234-5965.

Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,

For: [Signature]
Cody R. Layton
Assistant Field Manager,
Lands and Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

NM Taxation & Revenue Dept. (Revenue Processing Div.)

NMOCD

Commissioner of Public Lands

NM (9200)

NM (P0220-CFO, File Room)

Determination - Approval - Certification

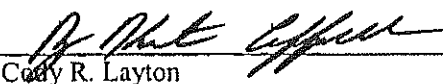
Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement 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 that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering Sec. 6: W2E2, Sec. 7, W2NE, T. 25 S., R. 35 E., NMPM, as to all producible hydrocarbons from the Wolfbone formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Carlsbad Field Office pursuant to Item 9 of the approved Communitization Agreement.

- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: 08/11/2016

For: 
Cody R. Layton
Assistant Field Manager
Authorized Officer

Effective: 11/01/2015

Contract No.: Com. Agr. NM136125

Federal/Fee

Contract No. NM 136125

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:

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

Section 6: W/2E/2

Section 7: W/2NE/4

Lea County, New Mexico

containing 240.25 acres, and this agreement shall include only the WC-025 G-09 S243532M, Wolfbone Pool (Pool Code 98098) underlying said lands and the natural gas and associated liquid hydrocarbons, hereafter referred to as "communitized substances," producible from such formation.

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.

Stove Pipe Federal Com 2H

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3. The Operator of the communitized area shall be **COG Operating LLC, 600 W. Illinois Avenue, Midland, Texas 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, 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 non-communitized lease production, provided, however, in regard 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 non-communitized 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.

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8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this Agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This Agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this Agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules, or regulations.
10. The date of this agreement is November 1, 2015, 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 two (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 sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of non-production. The two (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.

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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. Non-Discrimination: 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.

OPERATOR:

COG OPERATING LLC

Date: July 19, 2016By: Mona D. AblesMona D. Ables
Vice President of LandMW
100

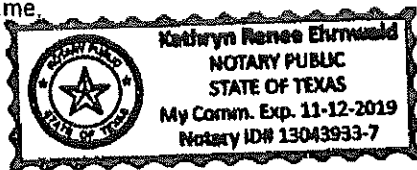
ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

This instrument was acknowledged before me on July 19, 2016, by Mona D. Ables, Vice President of Land, of COG Operating LLC, a Delaware Limited Liability Company, on behalf of same.



Kathryn Renee Ehrnwald
Notary Public in and for the State of Texas

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WORKING INTEREST OWNER AND/OR LESSEE OF RECORD:

Date: July 19, 2016

COG OPERATING LLC

By: Mona D. Ables
Mona D. Ables
Vice President of Land MW
PDDDate: July 19, 2016

COG PRODUCTION LLC

By: Mona D. Ables
Mona D. Ables
Vice President of Land MW
PDDDate: July 19, 2016

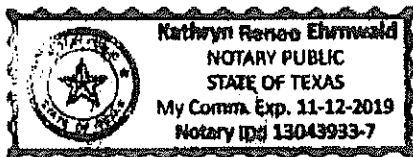
COG ACREAGE LP

By: Mona D. Ables
Mona D. Ables
Vice President of Land MW
PDD

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on July 19, 2016, by
Mona D. Ables, Vice President of Land, of **COG OPERATING LLC**, a Delaware Limited Liability Company,
on behalf of same.



Kathryn Renee Ehrnwald
Notary Public in and for the State of Texas
My commission expires 11/12/2019

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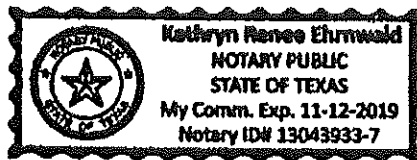
Federal/Fee

ACKNOWLEDGEMENTS

(Continued)

STATE OF TEXAS §
 §
 COUNTY OF MIDLAND §

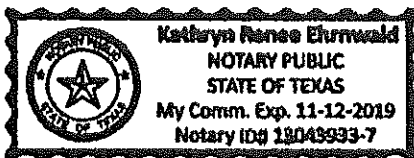
This instrument was acknowledged before me on July 19, 2016, by
 Mona D. Ables, Vice President of Land, of **COG PRODUCTION LLC**, a Texas Limited Liability Company, on
 behalf of same.



Kathryn Renee Ehrnwald
 Notary Public in and for the State of Texas
 My commission expires 11/12/2019

STATE OF TEXAS §
 §
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on July 19, 2016, by
 Mona D. Ables, Vice President of Land, of **COG ACREAGE LP**, a Texas Limited Partnership, on behalf of
 same.



Kathryn Renee Ehrnwald
 Notary Public in and for the State of Texas
 My commission expires 11/12/2019

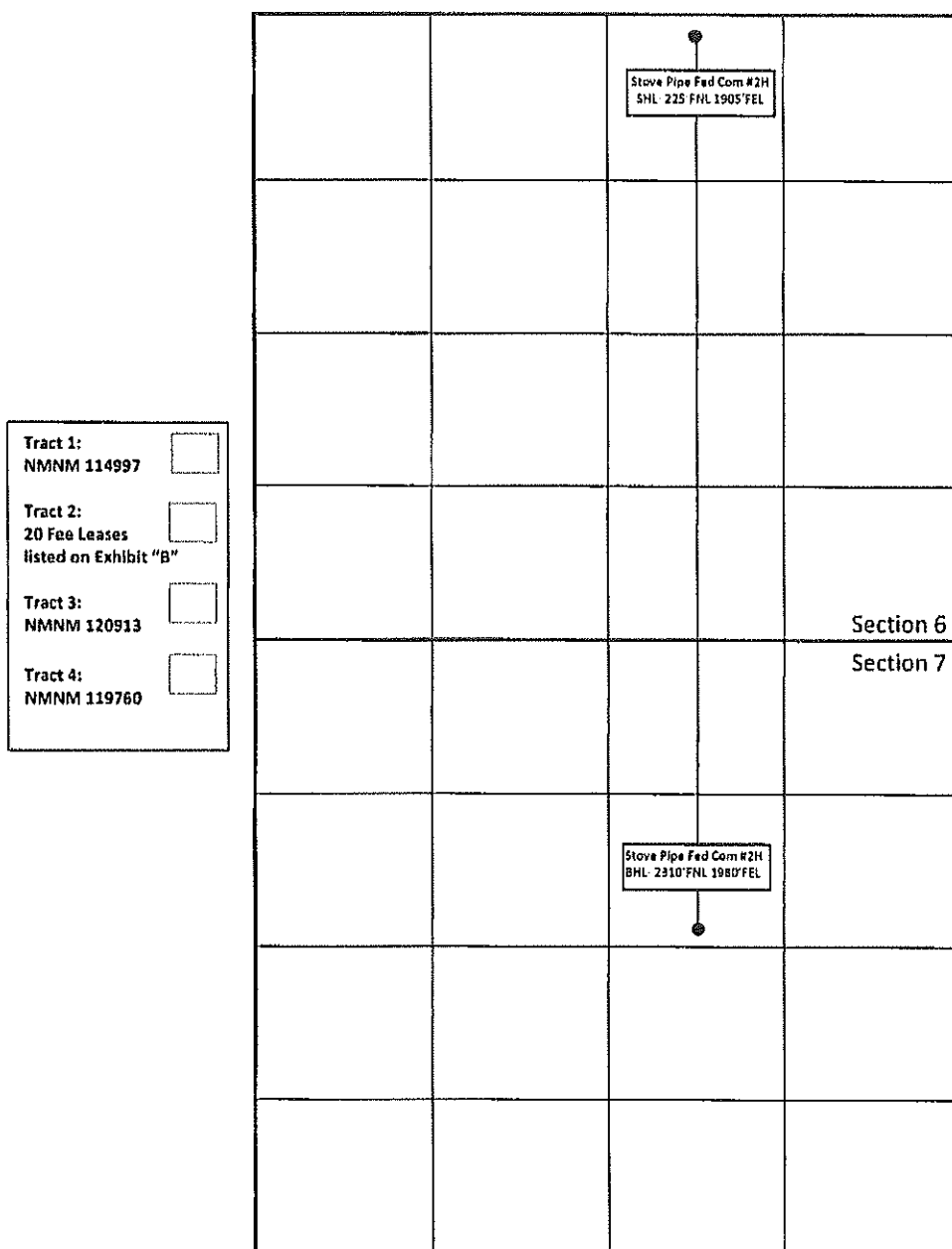
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EXHIBIT "A"

Plat of communitized area covering W/2E/2 of Section 6 and
W/2NE/4 of Section 7, T-25-S, R-35-E, N.M.P.M., Lea County, New Mexico

Stove Pipe Federal Com #2H

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EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated November 1, 2015,
covering W/2E/2 of Section 6 and W/2NE/4 of Section 7, T-25-S, R-35-E,
Lea Co., New Mexico.

Operator of Communitized Area: COG Operating LLC

DESCRIPTION OF LEASES COMMITTED:**Tract No. 1**

| | | |
|--------------------------------|--|-------------|
| Lease Date: | December 1, 2005 | |
| Lease Term: | Ten (10) Years | |
| Recordation: | Not Recorded | |
| Lessor: | BLM Lease NMNM 114997 | |
| Original Lessee: | Samson Resources Company | |
| Current Lessee: | COG Operating LLC | |
| Description of Land Committed: | Insofar and only insofar as said lease covers: | |
| | <u>Township 25 South, Range 35 East</u> | |
| | Section 6: W/2NE/4 | |
| | Lea County, New Mexico | |
| Number of Acres: | 80.25 | |
| Royalty Rate: | 12.5% | |
| WI Owner Names and Interests: | COG Operating LLC | 100.000000% |
| ORRI Owners: | Of Record | |

Tract No. 2

| | | |
|--------------------------------|--|-------------|
| Lease Date: | July 1, 2010 | |
| Lease Term: | Three (3) Years + Two (2) Year Extension | |
| Recordation: | Book 1688, Page 961, Lea County Records | |
| Lessor: | Michael Hall Medlin, dealing in his sole and separate property | |
| Original Lessee: | OGX Acreage Fund, LP | |
| Current Lessee: | COG Acreage LP | |
| Description of Land Committed: | Insofar and only insofar as said lease covers: | |
| | <u>Township 25 South, Range 35 East</u> | |
| | Section 6: NW/4SE/4 | |
| | Lea County, New Mexico | |
| Number of Acres: | 40.00 | |
| Royalty Rate: | 25% | |
| WI Owner Names and Interests: | COG Acreage LP | 100.000000% |
| ORRI Owners: | Of Record | |

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Federal/Fee

| | | |
|--------------------------------|--|-------------|
| Lease Date: | July 1, 2010 | |
| Lease Term: | Three (3) Years + Two (2) Year Extension | |
| Recordation: | Book 1688, Page 857, Lea County Records | |
| Lessor: | Barry B. Thompson, dealing in his sole and separate property | |
| Original Lessee: | OGX Acreage Fund, LP | |
| Current Lessee: | COG Acreage LP | |
| Description of Land Committed: | Insofar and only insofar as said lease covers: <u>Township 25 South, Range 35 East</u> Section 6: NW/4SE/4 Lea County, New Mexico | |
| Number of Acres: | 40.00 | |
| Royalty Rate: | 25% | |
| WI Owner Names and Interests: | COG Acreage LP | 100.000000% |
| ORRI Owners: | Of Record | |
| | | |
| Lease Date: | July 1, 2010 | |
| Lease Term: | Three (3) Years + Two (2) Year Extension | |
| Recordation: | Book 1688, Page 905, Lea County Records | |
| Lessor: | Karen Freck Rogerud, dealing in her sole and separate property | |
| Original Lessee: | OGX Acreage Fund, LP | |
| Current Lessee: | COG Acreage LP | |
| Description of Land Committed: | Insofar and only insofar as said lease covers: <u>Township 25 South, Range 35 East</u> Section 6: NW/4SE/4 Lea County, New Mexico | |
| Number of Acres: | 40.00 | |
| Royalty Rate: | 25% | |
| WI Owner Names and Interests: | COG Acreage LP | 100.000000% |
| ORRI Owners: | Of Record | |
| | | |
| Lease Date: | July 1, 2010 | |
| Lease Term: | Three (3) Years + Two (2) Year Extension | |
| Recordation: | Book 1688, Page 849, Lea County Records | |
| Lessor: | Katherine Woltz Aven, dealing in her sole and separate property | |
| Original Lessee: | OGX Acreage Fund, LP | |
| Current Lessee: | COG Acreage LP | |
| Description of Land Committed: | Insofar and only insofar as said lease covers: <u>Township 25 South, Range 35 East</u> Section 6: NW/4SE/4 Lea County, New Mexico | |
| Number of Acres: | 40.00 | |
| Royalty Rate: | 25% | |
| WI Owner Names and Interests: | COG Acreage LP | 100.000000% |
| ORRI Owners: | Of Record | |

Federal/Fee

Lease Date: July 1, 2010
 Lease Term: Three (3) Years + Two (2) Year Extension
 Recordation: Book 1688, Page 873, Lea County Records
 Lessor: Michael Freck, dealing in his sole and separate property
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East
 Section 6: NW/4SE/4
 Lea County, New Mexico
 Number of Acres: 40.00
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Acreage LP 100.000000%
 ORRI Owners: Of Record

Lease Date: July 1, 2010
 Lease Term: Three (3) Years + Two (2) Year Extension
 Recordation: Book 1688, Page 881, Lea County Records
 Lessor: Robert Freck, dealing in his sole and separate property
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East
 Section 6: NW/4SE/4
 Lea County, New Mexico
 Number of Acres: 40.00
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Acreage LP 100.000000%
 ORRI Owners: Of Record

Lease Date: July 1, 2010
 Lease Term: Three (3) Years + Two (2) Year Extension
 Recordation: Book 1688, Page 889, Lea County Records
 Lessor: William K. Hollis, dealing in his sole and separate property
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East
 Section 6: NW/4SE/4
 Lea County, New Mexico
 Number of Acres: 40.00
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Acreage LP 100.000000%
 ORRI Owners: Of Record

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Federal/Fee

Lease Date: July 1, 2010
 Lease Term: Three (3) Years + Two (2) Year Extension
 Recordation: Book 1688, Page 897, Lea County Records
 Lessor: G. Dan Thompson, dealing in his sole and separate property
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East
 Section 6: NW/4SE/4
 Lea County, New Mexico
 Number of Acres: 40.00
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Acreage LP 100.000000%
 ORRI Owners: Of Record

Lease Date: July 1, 2010
 Lease Term: Three (3) Years + Two (2) Year Extension
 Recordation: Book 1688, Page 913, Lea County Records
 Lessor: Jerry Billington, dealing in his sole and separate property
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East
 Section 6: NW/4SE/4
 Lea County, New Mexico
 Number of Acres: 40.00
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Acreage LP 100.000000%
 ORRI Owners: Of Record

Lease Date: July 1, 2010
 Lease Term: Three (3) Years + Two (2) Year Extension
 Recordation: Book 1688, Page 921, Lea County Records
 Lessor: Weldon Ralph Baird, dealing in his sole and separate property
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East
 Section 6: NW/4SE/4
 Lea County, New Mexico
 Number of Acres: 40.00
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Acreage LP 100.000000%
 ORRI Owners: Of Record

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Federal/Fee

| | | |
|--------------------------------|--|-------------|
| Lease Date: | July 1, 2010 | |
| Lease Term: | Three (3) Years + Two (2) Year Extension | |
| Recordation: | Book 1688, Page 929, Lea County Records | |
| Lessor: | Ora Mae Davis, dealing in her sole and separate property | |
| Original Lessee: | OGX Acreage Fund, LP | |
| Current Lessee: | COG Acreage LP | |
| Description of Land Committed: | Insofar and only insofar as said lease covers: | |
| | <u>Township 25 South, Range 35 East</u> | |
| | Section 6: NW/4SE/4 | |
| | Lea County, New Mexico | |
| Number of Acres: | 40.00 | |
| Royalty Rate: | 25% | |
| WI Owner Names and Interests: | COG Acreage LP | 100.000000% |
| ORRI Owners: | Of Record | |

| | | |
|--------------------------------|---|-------------|
| Lease Date: | July 1, 2010 | |
| Lease Term: | Three (3) Years + Two (2) Year Extension | |
| Recordation: | Book 1688, Page 937, Lea County Records | |
| Lessor: | Norma Baird Loving, dealing in her sole and separate property | |
| Original Lessee: | OGX Acreage Fund, LP | |
| Current Lessee: | COG Acreage LP | |
| Description of Land Committed: | Insofar and only insofar as said lease covers: | |
| | <u>Township 25 South, Range 35 East</u> | |
| | Section 6: NW/4SE/4 | |
| | Lea County, New Mexico | |
| Number of Acres: | 40.00 | |
| Royalty Rate: | 25% | |
| WI Owner Names and Interests: | COG Acreage LP | 100.000000% |
| ORRI Owners: | Of Record | |

| | | |
|--------------------------------|---|-------------|
| Lease Date: | July 1, 2010 | |
| Lease Term: | Three (3) Years + Two (2) Year Extension | |
| Recordation: | Book 1688, Page 945, Lea County Records | |
| Lessor: | Kenneth Medlin, dealing in his sole and separate property | |
| Original Lessee: | OGX Acreage Fund, LP | |
| Current Lessee: | COG Acreage LP | |
| Description of Land Committed: | Insofar and only insofar as said lease covers: | |
| | <u>Township 25 South, Range 35 East</u> | |
| | Section 6: NW/4SE/4 | |
| | Lea County, New Mexico | |
| Number of Acres: | 40.00 | |
| Royalty Rate: | 25% | |
| WI Owner Names and Interests: | COG Acreage LP | 100.000000% |
| ORRI Owners: | Of Record | |

Federal/Fee

| | | |
|--------------------------------|--|-------------|
| Lease Date: | July 1, 2010 | |
| Lease Term: | Three (3) Years + Two (2) Year Extension | |
| Recordation: | Book 1688, Page 953, Lea County Records | |
| Lessor: | Shawn Freck, dealing in his sole and separate property | |
| Original Lessee: | OGX Acreage Fund, LP | |
| Current Lessee: | COG Acreage LP | |
| Description of Land Committed: | Insofar and only insofar as said lease covers: <u>Township 25 South, Range 35 East</u> Section 6: NW/4SE/4 Lea County, New Mexico | |
| Number of Acres: | 40.00 | |
| Royalty Rate: | 25% | |
| WI Owner Names and Interests: | COG Acreage LP | 100.000000% |
| ORRI Owners: | Of Record | |
| | | |
| Lease Date: | October 31, 2012 and effective January 1, 2013 | |
| Lease Term: | Three (3) Years | |
| Recordation: | Book 1807, Page 862, Lea County Records | |
| Lessor: | Page Stephanie Baird, dealing in her sole and separate property | |
| Original Lessee: | Lee House | |
| Current Lessee: | COG Operating LLC | |
| Description of Land Committed: | Insofar and only insofar as said lease covers: <u>Township 25 South, Range 35 East</u> Section 6: NW/4SE/4 Lea County, New Mexico | |
| Number of Acres: | 40.00 | |
| Royalty Rate: | 25% | |
| WI Owner Names and Interests: | COG Operating LLC | 100.000000% |
| ORRI Owners: | Of Record | |
| | | |
| Lease Date: | October 31, 2012 and effective January 8, 2013 | |
| Lease Term: | Three (3) Years | |
| Recordation: | Book 1808, Page 434, Lea County Records | |
| Lessor: | Lisa Loving Thompson, dealing in her sole and separate property | |
| Original Lessee: | Lee House | |
| Current Lessee: | COG Operating LLC | |
| Description of Land Committed: | Insofar and only insofar as said lease covers: <u>Township 25 South, Range 35 East</u> Section 6: NW/4SE/4 Lea County, New Mexico | |
| Number of Acres: | 40.00 | |
| Royalty Rate: | 25% | |
| WI Owner Names and Interests: | COG Operating LLC | 100.000000% |
| ORRI Owners: | Of Record | |

Federal/Fee

Lease Date: October 31, 2012 and effective January 8, 2013
 Lease Term: Three (3) Years
 Recordation: Book 1807, Page 856, Lea County Records
 Lessor: Paula Kathryn Warren, dealing in her sole and separate property
 Original Lessee: Lee House
 Current Lessee: COG Operating LLC
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East
 Section 6: NW/4SE/4
 Lea County, New Mexico
 Number of Acres: 40.00
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100.000000%
 ORRI Owners: Of Record

Lease Date: May 4, 2015
 Lease Term: Three (3) Years
 Recordation: Book 1964, Page 166, Lea County Records
 Lessor: Jeanene Hollis Hall
 Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East
 Section 6: NW/4SE/4
 Lea County, New Mexico
 Number of Acres: 40.00
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100.000000%
 ORRI Owners: Of Record

Lease Date: May 1, 2015
 Lease Term: Three (3) Years
 Recordation: Book 1973, Page 674, Lea County Records
 Lessor: Beulah M. Baird Trust dated July 6, 1990 by
 Norma Baird Loving and Weldon Baird as Co-Trustees
 Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East
 Section 6: NW/4SE/4
 Lea County, New Mexico
 Number of Acres: 40.00
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100.000000%
 ORRI Owners: Of Record

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Federal/Fee

| | | |
|--------------------------------|--|-------------|
| Lease Date: | June 1, 2015 | |
| Lease Term: | Three (3) Years | |
| Recordation: | Not Yet Available | |
| Lessor: | Gary G. Davis | |
| Original Lessee: | COG Operating LLC | |
| Current Lessee: | COG Operating LLC | |
| Description of Land Committed: | Insofar and only insofar as said lease covers: | |
| | <u>Township 25 South, Range 35 East</u> | |
| | Section 6: NW/4SE/4 | |
| | Lea County, New Mexico | |
| Number of Acres: | 40.00 | |
| Royalty Rate: | 25% | |
| WI Owner Names and Interests: | COG Operating LLC | 100.000000% |
| ORRI Owners: | Of Record | |

Tract No. 3

| | | |
|--------------------------------|--|------------|
| Lease Date: | November 1, 2008 | |
| Lease Term: | Ten (10) Years | |
| Recordation: | Not Recorded | |
| Lessor: | BLM Lease NMNM 120913 | |
| Original Lessee: | Yates Petroleum Corp., et al | |
| Current Lessee: | COG Operating LLC | |
| Description of Land Committed: | Insofar and only insofar as said lease covers: | |
| | <u>Township 25 South, Range 35 East</u> | |
| | Section 6: SW/4SE/4 | |
| | Lea County, New Mexico | |
| Number of Acres: | 40.00 | |
| Royalty Rate: | 12.5% | |
| WI Owner Names and Interests: | COG Operating LLC | 80.000000% |
| | OXY Y-1 Company | 20.000000% |
| ORRI Owners: | Of Record | |

Tract No. 4

| | | |
|--------------------------------|--|-------------|
| Lease Date: | May 1, 2008 | |
| Lease Term: | Ten (10) Years | |
| Recordation: | Not Recorded | |
| Lessor: | BLM Lease NMNM 119760 | |
| Original Lessee: | Ronald Miles | |
| Current Lessee: | COG Production LLC | |
| Description of Land Committed: | Insofar and only insofar as said lease covers: | |
| | <u>Township 25 South, Range 35 East</u> | |
| | Section 7: W/2NE/4 | |
| | Lea County, New Mexico | |
| Number of Acres: | 80.00 | |
| Royalty Rate: | 12.5% | |
| WI Owner Names and Interests: | COG Production LLC | 100.000000% |
| ORRI Owners: | Of Record | |

Stove Pipe Federal Com 2H

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Federal/Fee

WORKING INTEREST OWNER COMMITTED UNDER COMPULSORY POOLING ORDER NO. R-14010-A (COPY ATTACHED):

OXY Y-1 Company
5 Greenway Plaza, Suite 110
Houston, TX 77046

Energen Resources Corp.
300 N. A Street, Ste. 100
Midland, TX 79705

BC Operating LLC
4000 N. Big Spring St., #310
Midland, TX 79705

UNLEASED MINERAL INTEREST OWNERS COMMITTED UNDER COMPULSORY POOLING ORDER NO. R-14010-A (COPY ATTACHED):

Shirley Sue Mosley
c/o Mitchell Cappadonna
1523 Neal Rd.
Tomball, TX 77375

Elizabeth Hogan
c/o Mitchell Cappadonna
1523 Neal Rd.
Tomball, TX 77375

Joe Bill Mosley
c/o Mitchell Cappadonna
1523 Neal Rd.
Tomball, TX 77375

Jewell Hosford
c/o Mitchell Cappadonna
1523 Neal Rd.
Tomball, TX 77375

Tilden Capital
307 W. 7th St., Ste. 1203
Ft. Worth, TX 76102

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Federal/Fee

RECAPITULATION

| Tract No. | No. of Acres Committed | Percentage of Interest In Communitized Area |
|--------------|------------------------|---|
| 1 | 80.25 | 33.402705% |
| 2 | 40.00 | 16.649324% |
| 3 | 40.00 | 16.649324% |
| 4 | 80.00 | 33.298647% |
| Total | 240.25 | 100.000000% |

Stove Pipe Federal Com 2H

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

IN THE MATTER OF THE HEARING
CALLED BY THE OIL CONSERVATION
DIVISION FOR THE PURPOSE OF
CONSIDERING:

CASE NO. 15333
(Reopened)
ORDER NO. R-14010-A

APPLICATION OF COG OPERATING LLC TO RE-OPEN CASE NO. 15333 TO
AMEND ORDER NO. R-14010, LEA COUNTY, NEW MEXICO

ORDER OF THE DIVISION

BY THE DIVISION:

This case came on for hearing at 8:15 a.m. on March 31, 2016, at Santa Fe, New Mexico, before Examiner Michael A. McMillan, and April 14, 2016 before Examiner William V. Jones.

NOW, on this 9th day of May, 2016, the Division Director, having considered the testimony, the record and the recommendations of the Examiners.

FINDS THAT:

(1) Due public notice has been given, and the Division has jurisdiction of this case and of the subject matter.

(2) Pursuant to the application of COG Operating LLC ("COG" or "Applicant", OGRID 229137), in Case No. 15333, the Division issued Order No. R-14010 on July 13, 2015, creating a 240.25-acre, more or less, non-standard oil spacing and proration unit and project area in the WC-025 G-09 S253509D; Upper Bone Spring Pool (Pool Code 98110) consisting of the W/2 E/2 of Section 6, and W/2 NE/4 of Section 7, Township 25 South, Range 35 East, NMPM, Lea County, New Mexico, and pooling uncommitted interests in this spacing unit ("the Unit").

(3) Applicant now seeks to re-open Case No. 15333 to amend Order No. R-14010 to reflect the revised pool designation by the Division from WC-025 G-09 S253509D; Upper Bone Spring Pool (Pool code 98110) to WC-025 G-09 S243532M; Wolfbone Pool (Pool code 98098).

Case No. 15333 Reopened
Order No. R- 14010-A
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(4) COG is operator of the Stove Pipe Federal Com. Well No. 2H (the "subject well"; API No. 30-025-42926), a horizontal well drilled from a surface location 225 feet from the North line and 1905 feet from the East line (Lot 2) of Section 6 to a terminus or bottomhole location 2310 feet from the North line and 1980 feet from the East line (Unit G) of Section 7. The completed interval will be orthodox. Applicant further seeks the pooling of all uncommitted interests in the Unit.

(5) The subject well has been placed within the redesignated WC-025 G-09 S243532M; Wolfbone Pool (pool code 98098). Spacing in this pool is governed by Division Rule 19.15.15.9(A) NMAC, which provides for standard 40-acre units, each comprising a governmental quarter-quarter section, and 330-foot setbacks from the unit boundaries. The proposed Unit and project area consists of six (6) adjacent quarter-quarter sections.

(6) Applicant appeared through counsel and presented the following land and geologic evidence:

- (a) The subject well has been drilled, but not completed.
- (b) the surface location and bottomhole location has not changed;
- (c) the dedicated acreage in the Unit has not changed;
- (d) the original pool name for the lateral interval (lateral), as shown in Applicant's Exhibit 10 (Exhibit 10), in the subject well has been changed by the Oil Conservation Division to be WC-025 G-09 S243532M; Wolfbone Pool (pool code 98098). This pool consists of portions of the Bone Spring and Wolfcamp formations;
- (e) the WC-025 G-09 S243532M; Wolfbone Pool's vertical extent is from the top of the Third Bone Spring Carbonate to the Wolfcamp_B Marker as shown on the Enron Oil and Gas Company Jamaica 12 Federal Well No. 1 (API 30-025-33451; "Type log") located 1700 feet from the South line and 900 feet from the East line, Unit 1, of Section 12, Township 25 South, Range 34 East, NMPM, Lea County, New Mexico as shown on Exhibit 10.
- (f) the Division's Hobbs District geologist defined the Type log and corresponding portions of the Bone Spring and Wolfcamp formations within the WC-025 G-09 S243532M; Wolfbone Pool;
- (g) the API gravity and color of the produced oil from the Bone Spring and Wolfcamp formations in this pool is 48.5 API gravity, and GOR is 867 SCF/ per barrel of oil, respectively;

Case No. 15333 Reopened
Order No. R- 14010-A
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- (h) all quarter-quarter sections to be included in the Unit are expected to be productive in the Bone Spring and Wolfcamp formations within the pool, so that the Unit as requested will not impair correlative rights;
- (i) notice was provided to lessees or operators of surrounding tracts as affected parties of the proposed non-standard spacing unit;
- (j) notice was provided to all locatable interest owners subject to pooling proceedings as affected parties of the proposed compulsory pooling within the Unit in both the Bone Spring and Wolfcamp formations; and
- (k) notice was provided to unlocatable interest owners in a newspaper of general circulation in Lea County, New Mexico.

(7) No one entered an appearance or otherwise opposed this application.

The Division concludes as follows:

(8) The request by the Applicant to amend Order No. R-14010 to reflect the revised pool designation by the Division from WC-025 G-09 S253509D; Upper Bone Spring Pool (Pool Code 98110) to WC-025 G-09 S243532M; Wolfbone Pool (Pool Code 98098) should be granted.

(9) The proposed non-standard unit should be approved in order to enable Applicant to complete its horizontal well to efficiently produce the reserves underlying the Unit, thereby preventing waste and protecting correlative rights.

(10) Two or more separately owned tracts are embraced within the Unit, and/or there are royalty interests and/or undivided interests in oil and gas minerals in one or more tracts included in the Unit that are separately owned.

(11) Applicant is owner of an oil and gas working interest within the Unit. Applicant has the right to drill, and has drilled the subject well to a common source of supply within the Unit at the proposed location.

(12) There are interest owners in the Unit that have not agreed to pool their interests.

(13) To avoid the drilling of unnecessary wells, protect correlative rights, prevent waste and afford to the owner of each interest in the Unit the opportunity to recover or receive without unnecessary expense a just and fair share of hydrocarbons, this application should be approved by pooling all uncommitted interests, whatever they may be, in the oil and gas within the Unit.

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(14) COG Operating LLC should be designated the operator of the proposed well and the Unit.

(15) Any pooled working interest owner who does not pay its share of estimated well costs should have withheld from production its share of reasonable well costs plus an additional 200% thereof as a reasonable charge for the risk involved in drilling the proposed well.

(16) Reasonable charges for supervision (combined fixed rates) should be fixed at \$7000 per month while drilling and \$700 per month while producing, provided that these rates should be adjusted annually pursuant to Section III.1.A.3. of the COPAS form titled "Accounting Procedure-Joint Operations."

(17) In order to protect correlative rights and prevent waste, COG's request for a different pool name than specified in Order No. R-14010, and compulsory pooling should be approved.

IT IS THEREFORE ORDERED THAT:

(1) The application of COG Operating LLC, to amend Order No. R-14010 to reflect the revised pool designation by the Division from WC-025 G-09 S243532M; Lower Bone Spring Pool (Pool Code 98098) to WC-025 G-09 S243532M; Wolfbone Pool (Pool Code 98098) is hereby granted.

(2) Pursuant to the application of COG Operating, LLC, a 240.25-acre, more or less, non-standard oil spacing and proration unit (the "Unit") is hereby established for oil production from the Bone Spring and Wolfcamp formations, within the WC-025 G-09 S243532M; Wolfbone Pool (pool code 98098), comprising the W/2 E/2 of Section 6 and the W/2 NE/4 of Section 7, both in Township 25 South, Range 35 East NMPM, Lea County, New Mexico.

(3) The WC-025 G-09 S243532M; Wolfbone Pool's vertical extent is from the top of the Third Bone Spring Carbonate to the Wolfcamp_B Marker as shown on the Enron Oil and Gas Company Jamaica 12 Federal Well No. 1 (API 30-025-33451) located 1700 feet from the South line and 900 feet from the East line, Unit 1, of Section 12, Township 25 South, Range 34 East, NMPM, Lea County, New Mexico.

(4) All uncommitted interests, whatever they may be, in the oil and gas in the Bone Spring and Wolfcamp formations within the WC-025 G-09 S243532M; Wolfbone Pool underlying the Unit, are hereby pooled.

(5) Should the proposed well not be completed within 120 days after commencement thereof, then Ordering Paragraphs (1) and (2) shall be of no further effect, and the Unit and project area created by this order shall terminate, unless operator appears before the Division Director and obtains an extension of the time for completion of the proposed well for good cause shown by satisfactory evidence. If the proposed well is not

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completed in all of the standard spacing units included in the proposed project area (or Unit) then the operator shall apply to the Division for an amendment to this Order to contract the Unit so that it includes only those standard spacing units in which the well is completed.

(6) Upon final plugging and abandonment of the proposed well and any other well drilled on the Unit pursuant to Division Rule 19.15.13.9 NMAC, the pooled Unit created by this Order shall terminate, unless this Order has been amended to authorize further operations.

(7) COG Operating LLC (OGRID 229137) is hereby designated the operator of the well and the Unit.

(8) After pooling, uncommitted working interest owners are referred to as pooled working interest owners. ("Pooled working interest owners" are owners of working interests in the Unit, including unleased mineral interests, who are not parties to an operating agreement governing the Unit.) After the effective date of this Order, the operator shall furnish the Division and each known pooled working interest owner in the Unit an itemized schedule of estimated costs of drilling, completing and equipping the proposed well ("well costs").

(9) Within 30 days from the date the schedule of estimated well costs is furnished or within 30 days after the issuance of this order if such schedule has been previously furnished, any pooled working interest owner shall have the right to pay its share of estimated well costs to the operator in lieu of paying its share of reasonable well costs out of production as hereinafter provided, and any such owner who pays its share of estimated well costs as provided above shall remain liable for operating costs but shall not be liable for risk charges. Pooled working interest owners who elect not to pay their share of estimated well costs as provided in this paragraph shall thereafter be referred to as "non-consenting working interest owners."

(10) The operator shall furnish the Division and each known pooled working interest owner (including non-consenting working interest owners) an itemized schedule of actual well costs within 90 days following completion of the proposed well. If no objection to the actual well costs is received by the Division, and the Division has not objected, within 45 days following receipt of the schedule, the actual well costs shall be deemed to be the reasonable well costs. If there is an objection to actual well costs within the 45-day period, the Division will determine reasonable well costs after public notice and hearing.

(11) Within 60 days following determination of reasonable well costs, any pooled working interest owner who has paid its share of estimated costs in advance as provided above shall pay to the operator its share of the amount that reasonable well costs exceed estimated well costs and shall receive from the operator the amount, if any, that the estimated well costs it has paid exceed its share of reasonable well costs.

Case No. 15333 Reopened
Order No. R- 14010-A
Page 6 of 7

(12) The operator is hereby authorized to withhold the following costs and charges from production from each well:

- (a) The proportionate share of reasonable well costs attributable to each non-consenting working interest owner; and
- (b) As a charge for the risk involved in drilling the well, 200% of the above costs.

(13) The operator shall distribute the costs and charges withheld from production, proportionately, to the parties who advanced the well costs.

(14) Reasonable charges for supervision (combined fixed rates) for the well are hereby fixed at \$7000 per month while drilling and \$700 per month while producing, provided that these rates shall be adjusted annually pursuant to Section III.1.A.3. of the COPAS form titled "Accounting Procedure-Joint Operations." The operator is authorized to withhold from production the proportionate share of both the supervision charges and the actual expenditures required for operating the well, not in excess of what are reasonable, attributable to pooled working interest owners.

(15) Except as provided in Paragraphs (10) and (12) above, all proceeds from production from the proposed well that are not disbursed for any reason shall be held for the account of the person or persons entitled thereto pursuant to the Oil and Gas Proceeds Payment Act (NMSA 1978 Sections 70-10-1 through 70-10-6, as amended). If not disbursed, such proceeds shall be turned over to the appropriate authority as and when required by the Uniform Unclaimed Property Act (NMSA 1978 Sections 7-8A-1 through 7-8A-31, as amended).

(16) Any unleased mineral interests shall be considered a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest for the purpose of allocating costs and charges under this Order. Any well costs or charges that are to be paid out of production shall be withheld only from the working interests' share of production, and no costs or charges shall be withheld from production attributable to royalty interests.

(17) Should all the parties to this compulsory pooling order reach voluntary agreement subsequent to entry of this order, this order shall thereafter be of no further effect.

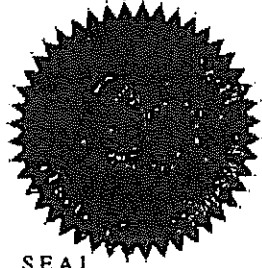
(18) The operator of the well and the Unit shall notify the Division in writing of the subsequent voluntary agreement of any party subject to the compulsory pooling provisions of this Order.

(19) Except as amended hereby, all other provisions of Division Order No. R-14010 shall remain in full force and effect.

Case No. 15333 Reopened
Order No. R- 14010-A
Page 7 of 7

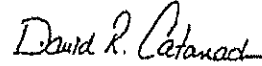
(20) Jurisdiction of this case is retained for the entry of such further orders as the Division may deem necessary.

DONE at Santa Fe, New Mexico, on the day and year hereinabove designated



SEAL

STATE OF NEW MEXICO
OIL CONSERVATION DIVISION



DAVID R. CATANACH
Director

From: [Engineer, OCD, EMNRD](#)
To: [Barron, Jeanette](#)
Cc: [McClure, Dean, EMNRD](#); [Kautz, Paul, EMNRD](#); [Wrinkle, Justin, EMNRD](#); [Powell, Brandon, EMNRD](#); [lisa@rwbyram.com](#); [Glover, James](#); [Paradis, Kyle O](#); [Walls, Christopher](#)
Subject: Approved Administrative Order CTB-1027
Date: Monday, May 9, 2022 4:28:57 PM
Attachments: [CTB1027 Order.pdf](#)

NMOCD has issued Administrative Order CTB-1027 which authorizes COG Operating, LLC (229137) to surface commingle or off-lease measure, as applicable, the following wells:

| Well API | Well Name | UL or Q/Q | S-T-R | Pool |
|--------------|-----------------------------|-----------|-----------|-------|
| 30-025-43838 | Stove Pipe Federal Com #1H | E/2 E/2 | 6-25S-35E | 98098 |
| | | E/2 E/2 | 7-25S-35E | |
| 30-025-42926 | Stove Pipe Federal Com #2H | W/2 E/2 | 6-25S-35E | 98098 |
| | | W/2 NE/4 | 7-25S-35E | |
| 30-025-43839 | Stove Pipe Federal Com #21H | E/2 E/2 | 6-25S-35E | 98098 |
| | | E/2 E/2 | 7-25S-35E | |

The administrative order is attached to this email and can also be found online at OCD Imaging.

Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.

Dean McClure
 Petroleum Engineer, Oil Conservation Division
 New Mexico Energy, Minerals and Natural Resources Department
 (505) 469-8211

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

**APPLICATION FOR SURFACE COMMINGLING
SUBMITTED BY COG OPERATING, LLC**

ORDER NO. CTB-1027

ORDER

The Director of the New Mexico Oil Conservation Division (“OCD”), having considered the application and the recommendation of the OCD Engineering Bureau, issues the following Order.

FINDINGS OF FACT

1. COG Operating, LLC (“Applicant”) submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells identified in Exhibit A (“Application”).
2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
3. To the extent that ownership is identical, Applicant submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7.B. NMAC.
4. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
5. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.

CONCLUSIONS OF LAW

6. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.
7. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10.A.(2) NMAC, 19.15.12.10.C.(4)(c) NMAC, and 19.15.12.10.C.(4)(e) NMAC, as applicable.
8. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9.A.(5) NMAC and 19.15.23.9.A.(6) NMAC, as applicable.
9. Applicant’s proposed method of allocation, as modified herein, complies with 19.15.12.10.B.(1) NMAC or 19.15.12.10.C.(1) NMAC, as applicable.

10. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10.B.(3) NMAC and 19.15.12.10.C.(4)(h) NMAC.
11. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

ORDER

1. Applicant is authorized to surface commingle oil and gas production from the pools, leases, and wells identified in Exhibit A.

Applicant is authorized to store and measure oil and gas production off-lease from the pools, leases, and wells identified in Exhibit A at a central tank battery described in Exhibit A.

2. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling.
3. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
4. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8.B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8.E. NMAC.
5. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10.C.(2) NMAC.
6. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
7. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
8. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
9. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**

A handwritten signature in black ink, appearing to read 'A. Sandoval', is written over a horizontal line.

**ADRIENNE E. SANDOVAL
DIRECTOR**

DATE: 5/09/2022

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **CTB-1027**

Operator: **COG Operating, LLC (229137)**

Central Tank Battery: **Stove Pipe Federal Com 2H Battery**

Central Tank Battery Location: **UL B, Section 6, Township 25 South, Range 33 East**

Central Tank Battery: **Red Hills Offload Station**

Central Tank Battery Location: **UL O, Section 4, Township 26 South, Range 32 East**

Central Tank Battery: **Jal Offload Station**

Central Tank Battery Location: **UL D, Section 4, Township 26 South, Range 37 East**

Gas Title Transfer Meter Location: **UL B, Section 6, Township 25 South, Range 33 East**

Pools

| Pool Name | Pool Code |
|---------------------------------------|--------------|
| WC-025 G-09 S243532M; WOLFBONE | 98098 |

Leases as defined in 19.15.12.7(C) NMAC

| Lease | UL or Q/Q | S-T-R |
|--------------------------------|-----------------|------------------|
| CA Wolfbone NMNM 138693 | E/2 E/2 | 6-25S-35E |
| | E/2 E/2 | 7-25S-35E |
| CA Wolfbone NMNM 136125 | W/2 E/2 | 6-25S-35E |
| | W/2 NE/4 | 7-25S-35E |

Wells

| Well API | Well Name | UL or Q/Q | S-T-R | Pool |
|---------------------|------------------------------------|-----------------|------------------|--------------|
| 30-025-43838 | Stove Pipe Federal Com #1H | E/2 E/2 | 6-25S-35E | 98098 |
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| | | W/2 NE/4 | 7-25S-35E | |
| 30-025-43839 | Stove Pipe Federal Com #21H | E/2 E/2 | 6-25S-35E | 98098 |
| | | E/2 E/2 | 7-25S-35E | |

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) 748-1283 Fax:(575) 748-9720

District III

1000 Rio Brazos Rd., Aztec, NM 87410
Phone:(505) 334-6178 Fax:(505) 334-6170

District IV

1220 S. St Francis Dr., Santa Fe, NM 87505
Phone:(505) 476-3470 Fax:(505) 476-3462

State of New Mexico
Energy, Minerals and Natural Resources
Oil Conservation Division
1220 S. St Francis Dr.
Santa Fe, NM 87505

CONDITIONS

Action 64942

CONDITIONS

| | |
|---|---|
| Operator: COG OPERATING LLC 600 W Illinois Ave Midland, TX 79701 | OGRID: 229137 |
| | Action Number: 64942 |
| | Action Type: [C-107] Surface Commingle or Off-Lease (C-107B) |

CONDITIONS

| Created By | Condition | Condition Date |
|------------|--|----------------|
| dmcclure | Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me. | 5/9/2022 |