



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

May 28, 2025

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

Re: Application for Administrative Approval of Pool Lease Commingle

Dear Mr. McClure,

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

Avion Federal Com 501H
API# 30-025-53790
Diamond Tail; Bone Spring
Ut. B, Sec. 22-T23S-R32E
Lea County, NM

Avion Federal Com 502H
API# 30-025-53791
Diamond Tail; Bone Spring
Ut. B, Sec. 22-T23S-R32E
Lea County, NM

Avion Federal Com 503H
API# 30-025-53792
Diamond Tail; Bone Spring
Ut. B, Sec. 22-T23S-R32E
Lea County, NM

Avion Federal Com 701H
API# 30-025-53594
WC-025-G08 S243217P; Upper Wolfcamp
Ut. B, Sec. 22-T23S-R32E
Lea County, NM

Avion Federal Com 702H
API# 30-025-53595
WC-025-G08 S243217P; Upper Wolfcamp
Ut. B, Sec. 22-T23S-R32E
Lea County, NM

Avion Federal Com 703H
API# 30-025-53795
WC-025-G08 S243217P; Upper Wolfcamp
Ut. B, Sec. 22-T23S-R32E
Lea County, NM

Avion Federal Com 704H
API# 30-025-53796
WC-025-G08 S243217P; Upper Wolfcamp
Ut. B, Sec. 22-T23S-R32E
Lea County, NM

Avion Federal Com 301H
API# 30-025-44736
Diamond Tail; Bone Spring
Ut. A, Sec. 22-T23S-R32E
Lea County, NM

Oil Production:

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. 22, T23S-R32E. 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.

Gas Production:

Gas production from all wells will be measured separately by allocation meter prior to commingling and entering a gas flow line to the gas custody transfer meter at the Central Tank Battery located in Ut. B, Sec. 22, T23S-R32E.

(e) Pursuant to 19.15.12.10.C(4)(g), from all future additions of pools, leases or leases and pools connected to this Tank Battery with notice provided only to the interest owners whose interest in the production is to be added.

All owners of interest have been notified by certified mail about the application and the procedure to file a formal protest. Proof of owner notification enclosed.

The application includes various supporting documents such as the Administrative Application Checklist, C-107B Application and communication agreement application.

Sincerely,

Jeanette Barron

Jeanette Barron
Regulatory Coordinator

RECEIVED:	REVIEWER:	TYPE:	APP NO:
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ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

NEW MEXICO OIL CONSERVATION DIVISION
 - Geological & Engineering Bureau -
 1220 South St. Francis Drive, Santa Fe, NM 87505



ADMINISTRATIVE APPLICATION CHECKLIST

THIS CHECKLIST IS MANDATORY FOR ALL ADMINISTRATIVE APPLICATIONS FOR EXCEPTIONS TO DIVISION RULES AND REGULATIONS WHICH REQUIRE PROCESSING AT THE DIVISION LEVEL IN SANTA FE

Applicant: _____ OGRID Number: _____
 Well Name: _____ API: _____
 Pool: _____ Pool Code: _____

SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION INDICATED BELOW

1) **TYPE OF APPLICATION:** Check those which apply for [A]

A. Location – Spacing Unit – Simultaneous Dedication

NSL NSP_(PROJECT AREA) NSP_(PRORATION UNIT) SD

B. Check one only for [I] or [II]

[I] Commingling – Storage – Measurement

DHC CTB PLC PC OLS OLM

[II] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery

WFX PMX SWD IPI EOR PPR

2) **NOTIFICATION REQUIRED TO:** Check those which apply.

- A. Offset operators or lease holders
- B. Royalty, overriding royalty owners, revenue owners
- C. Application requires published notice
- D. Notification and/or concurrent approval by SLO
- E. Notification and/or concurrent approval by BLM
- F. Surface owner
- G. For all of the above, proof of notification or publication is attached, and/or,
- H. No notice required

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.

05/28/25

Date

Print or Type Name

Phone Number

Jeanette Barron

Signature

e-mail Address

FOR OCD ONLY

<input type="checkbox"/>	Notice Complete
<input type="checkbox"/>	Application Content Complete

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
17644 Diamond Tail; Bone Spring	45/1323	45.5/1408			
98248 WC-025G-08s243217P	46/1492				

(2) Are any wells producing at top allowables? Yes No

(3) Has all interest owners been notified by certified mail of the proposed commingling? Yes No.

(4) Measurement type: Metering Other (Specify) _____

(5) Will commingling decrease the value of production? Yes No If "yes", describe why commingling should be approved _____

(B) LEASE COMMINGLING

Please attach sheets with the following information

(1) Pool Name and Code

(2) Is all production from same source of supply? Yes No

(3) Has all interest owners been notified by certified mail of the proposed commingling? Yes No

(4) Measurement type: Metering Other (Specify) _____

(C) POOL and LEASE COMMINGLING

Please attach sheets with the following information

(1) Complete Sections A and E.

(D) OFF-LEASE STORAGE and MEASUREMENT

Please attach 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: 05/21/25

TYPE OR PRINT NAME Jeanette Barron TELEPHONE NO.: 575.748.6974

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

<u>C-102</u>		State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION				Revised July 9, 2024	
Submit Electronically Via OCD Permitting						Submittal Type:	<input type="checkbox"/> Initial Submittal <input type="checkbox"/> Amended Report <input checked="" type="checkbox"/> As Drilled

WELL LOCATION INFORMATION

API Number 30-025-44736	Pool Code 17644	Pool Name Diamontail; Bone Spring						
Property Code 325741	Property Name AVION FEDERAL COM				Well Number 301H			
OGRID No. 229137	Operator Name COG OPERATING LLC				Ground Level Elevation 3698.7'			
Surface Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal			Mineral Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal					

Surface Location

UL A	Section 22	Township 23-S	Range 32-E	Lot	Ft. from N/S 480 FNL	Ft. from E/W 330 FEL	Latitude 32.296092°N	Longitude 103.655031°W	County LEA
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Bottom Hole Location

UL P	Section 27	Township 23-S	Range 32-E	Lot	Ft. from N/S 200 FSL	Ft. from E/W 330 FEL	Latitude 32.268926°N	Longitude 103.655024°W	County LEA
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Dedicated Acres 320	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers.			Well setbacks are under Common Ownership: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Kick Off Point (KOP)

UL A	Section 22	Township 23-S	Range 32-E	Lot	Ft. from N/S 480 FNL	Ft. from E/W 330 FEL	Latitude 32.296092°N	Longitude 103.655031°W	County LEA
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First Take Point (FTP)

UL A	Section 22	Township 23-S	Range 32-E	Lot	Ft. from N/S 330 FNL	Ft. from E/W 330 FEL	Latitude 32.296505°N	Longitude 103.655031°W	County LEA
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Last Take Point (LTP)

UL P	Section 27	Township 23-S	Range 32-E	Lot	Ft. from N/S 330 FSL	Ft. from E/W 330 FEL	Latitude 32.269284°N	Longitude 103.655024°W	County LEA
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Unitized Area or Area of Uniform Interest	Spacing Unit Type <input checked="" type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation:
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OPERATOR CERTIFICATIONS					SURVEYOR CERTIFICATIONS			
<p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p>If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division.</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><i>Chad Harrow</i> 5/29/25</p>			
<p>Jeanette Barron 05/28/25</p> <p>Signature</p> <p>Jeanette Barron</p> <p>Printed Name jeanette.barron@conocophillips.com</p> <p>Email Address</p>					<p>Signature and Seal of Professional Surveyor</p> <p></p> <p>Certificate Number 17777</p> <p>Date of Survey JANUARY 11, 2018</p> <p>W.O.#25-563 DRAWN BY: WN PAGE 1 OF 2</p>			

Note: 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.

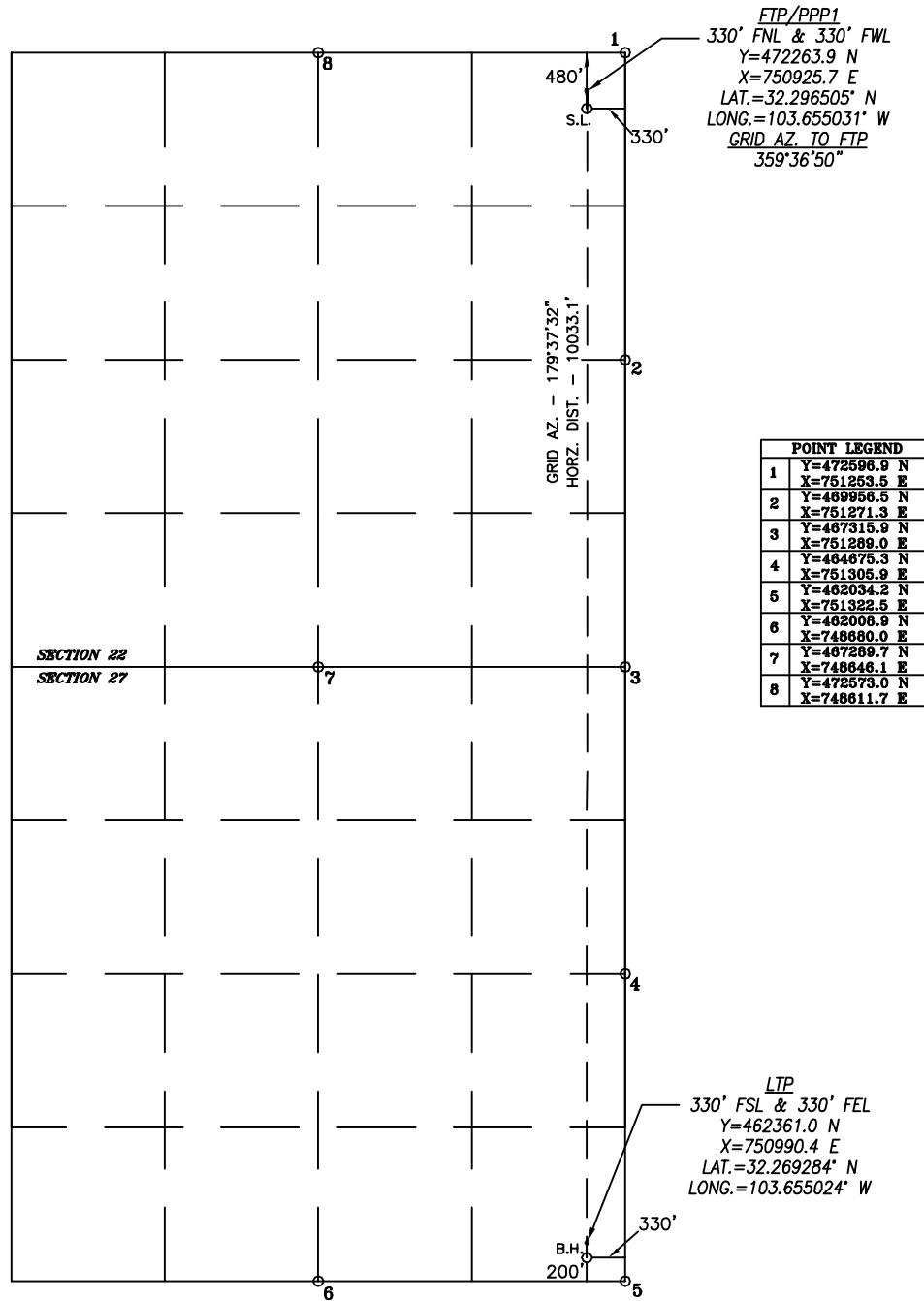
This grid represents a standard section. You may superimpose a non-standard section, or larger area, over this grid. Operators must outline the dedicated acreage in a red box, clearly show the well surface location and bottom hole location, if it is directionally drilled, with the dimensions from the section lines in the cardinal directions. If this is a horizontal wellbore show on this plat the location of the First Take Point and Last Take Point, and the point within the Completed interval (other than the First Take Point or Last Take Point) that is closest to any outer boundary of the tract.

Surveyors shall use the latest United States government survey or dependent resurvey. Well locations will be in reference to the New Mexico Principal Meridian. If the land is not surveyed, contact the OCD Engineering Bureau. Independent subdivision surveys will not be acceptable.

HARCROW SURVEYING, LLC DID NOT PERFORM ORIGINAL FIELD SURVEY FOR THE AVION FED COM 301H WELL. COORDINATES WERE VERIFIED BASED ON INFORMATION PROVIDED BY COG OPERATING LLC ON MAY 28, 2025. ELEVATIONS WERE BASED ON SUPPLIED INFORMATION.

NAD 83 NME SURFACE LOCATION
Y=472113.9 N
X=750926.7 E
LAT.=32.296092° N
LONG.=103.655031° W

NAD 83 NME PROPOSED BOTTOM HOLE LOCATION
Y=462231.0 N
X=750991.3 E
LAT.=32.268926° N
LONG.=103.655024° W



C-102		State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION		Revised July 9, 2024	
Submit Electronically Via OCD Permitting				Submittal Type:	<input type="checkbox"/> Initial Submittal
					<input type="checkbox"/> Amended Report
					<input checked="" type="checkbox"/> As Drilled

WELL LOCATION INFORMATION

API Number 30-025-53790	Pool Code 17644	Pool Name Diamond Tail; Bone Spring			
Property Code 325741	Property Name AVION FEDERAL COM			Well Number 501H	
OGRID No. 229137	Operator Name COG OPERATING LLC			Ground Level Elevation 3701.8'	
Surface Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal			Mineral Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal		

Surface Location

UL B	Section 22	Township 23-S	Range 32-E	Lot	Ft. from N/S 265 FNL	Ft. from E/W 1325 FEL	Latitude 32.296676°N	Longitude 103.658251°W	County LEA
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Bottom Hole Location

UL P	Section 27	Township 23-S	Range 32-E	Lot	Ft. from N/S 50 FSL	Ft. from E/W 660 FEL	Latitude 32.268511°N	Longitude 103.656092°W	County LEA
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Dedicated Acres 640	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers.			Well setbacks are under Common Ownership: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Kick Off Point (KOP)

UL B	Section 22	Township 23-S	Range 32-E	Lot	Ft. from N/S 265 FNL	Ft. from E/W 1325 FEL	Latitude 32.296676°N	Longitude 103.658251°W	County LEA
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First Take Point (FTP)

UL A	Section 22	Township 23-S	Range 32-E	Lot	Ft. from N/S 100 FNL	Ft. from E/W 660 FEL	Latitude 32.297134°N	Longitude 103.656100°W	County LEA
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Last Take Point (LTP)

UL P	Section 27	Township 23-S	Range 32-E	Lot	Ft. from N/S 100 FSL	Ft. from E/W 660 FEL	Latitude 32.268649°N	Longitude 103.656092°W	County LEA
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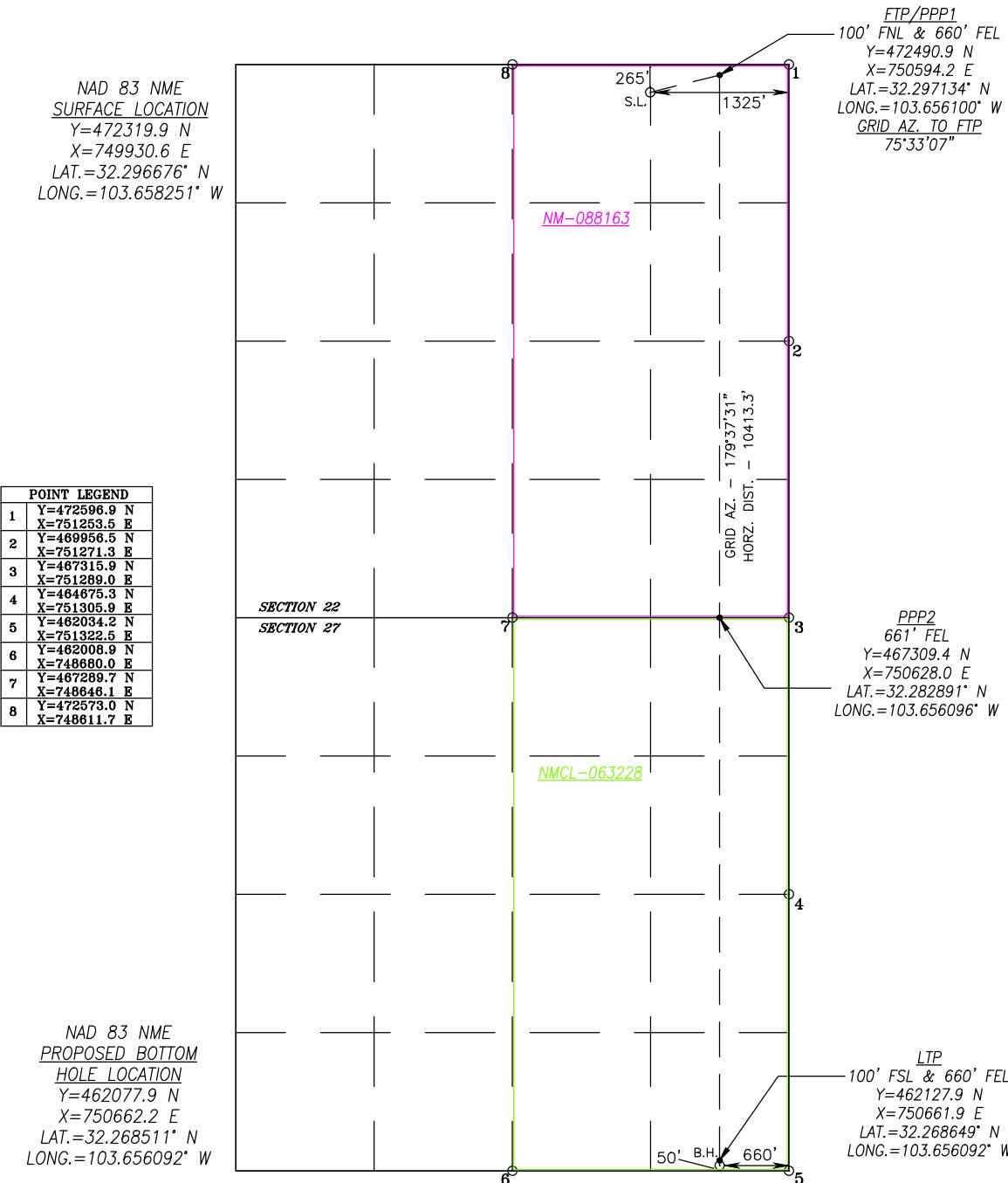
Unitized Area or Area of Uniform Interest	Spacing Unit Type <input checked="" type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation: 3701.8'
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OPERATOR CERTIFICATIONS		SURVEYOR CERTIFICATIONS	
<p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p>If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division.</p> <p>Jeanette Barron 05/28/25</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>Chad Harrow 12/16/24</p>	
Signature Jeanette Barron		Signature and Seal of Professional Surveyor	
Printed Name jeanette.barron@conocophillips.com		Certificate Number 17777	Date of Survey DECEMBER 10, 2024
Email Address		W.O. # 24-1254 DRAWN BY: WN PAGE 1 OF 2	



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Surveyors shall use the latest United States government survey or dependent resurvey. Well locations will be in reference to the New Mexico Principal Meridian. If the land is not surveyed, contact the OCD Engineering Bureau. Independent subdivision surveys will not be acceptable.



C-102		State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION				Revised July 9, 2024	
Submit Electronically Via OCD Permitting						Submittal Type: <input type="checkbox"/> Initial Submittal <input type="checkbox"/> Amended Report <input checked="" type="checkbox"/> As Drilled	

WELL LOCATION INFORMATION

API Number 30-025-53791	Pool Code 17644	Pool Name Diamond Tail; Bone Spring						
Property Code 325741	Property Name AVION FEDERAL COM				Well Number 502H			
OGRID No. 229137	Operator Name COG OPERATING LLC				Ground Level Elevation 3702.4'			
Surface Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal		Mineral Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal						

Surface Location

UL B	Section 22	Township 23-S	Range 32-E	Lot	Ft. from N/S 265 FNL	Ft. from E/W 1365 FEL	Latitude 32.296676°N	Longitude 103.658380°W	County LEA
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Bottom Hole Location

UL P	Section 27	Township 23-S	Range 32-E	Lot	Ft. from N/S 50 FSL	Ft. from E/W 1320 FEL	Latitude 32.268505°N	Longitude 103.658227°W	County LEA
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Dedicated Acres 640	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers.		Well setbacks are under Common Ownership: <input type="checkbox"/> Yes <input type="checkbox"/> No		

Kick Off Point (KOP)

UL B	Section 22	Township 23-S	Range 32-E	Lot	Ft. from N/S 265 FNL	Ft. from E/W 1365 FEL	Latitude 32.296676°N	Longitude 103.658380°W	County LEA
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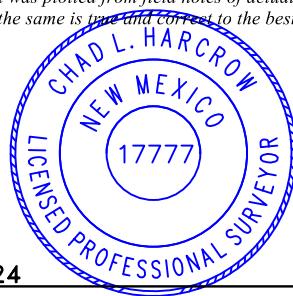
First Take Point (FTP)

UL A	Section 22	Township 23-S	Range 32-E	Lot	Ft. from N/S 100 FNL	Ft. from E/W 1320 FEL	Latitude 32.297129°N	Longitude 103.658235°W	County LEA
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Last Take Point (LTP)

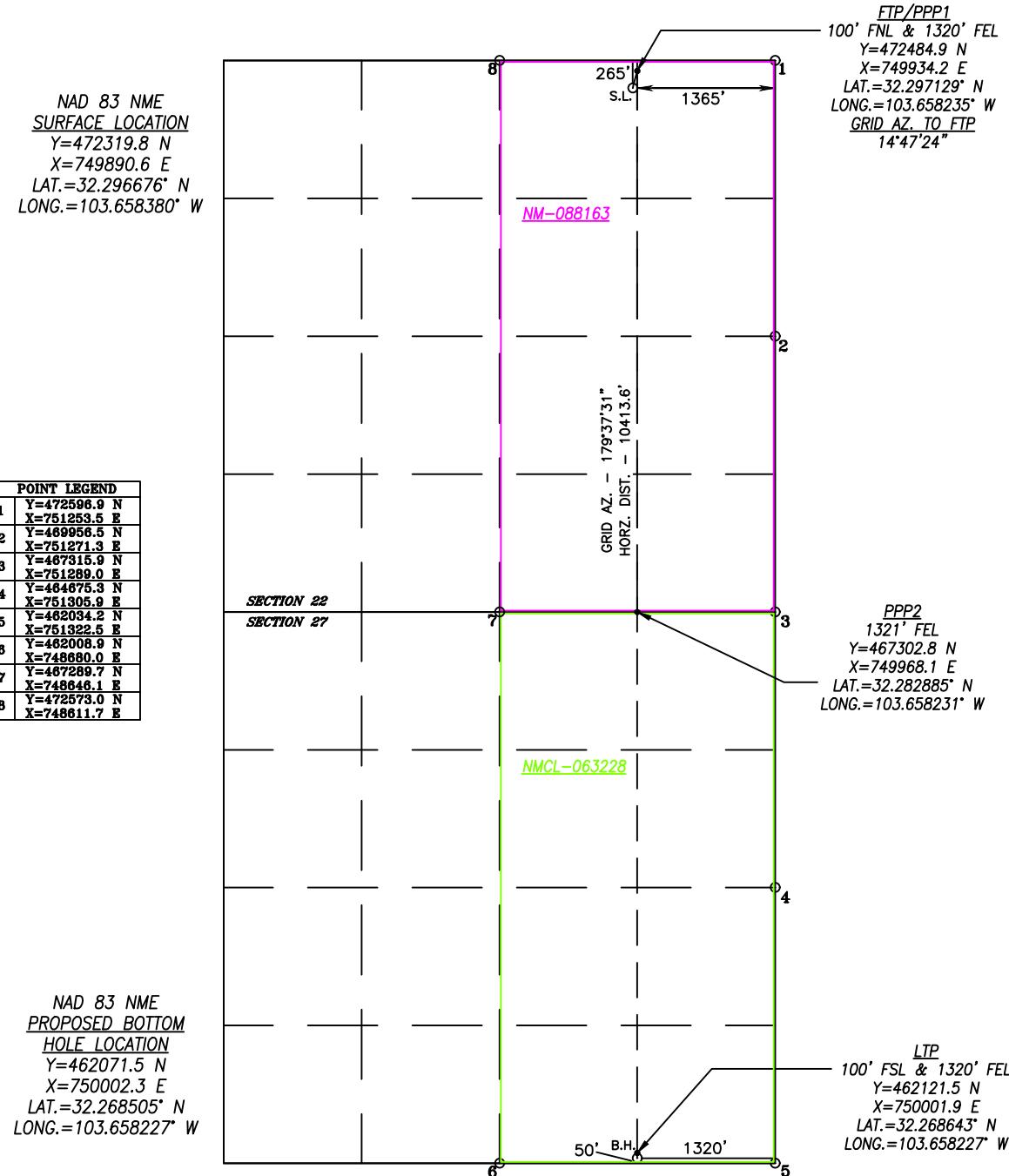
UL P	Section 27	Township 23-S	Range 32-E	Lot	Ft. from N/S 100 FSL	Ft. from E/W 1320 FEL	Latitude 32.268643°N	Longitude 103.658227°W	County LEA
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Unitized Area or Area of Uniform Interest	Spacing Unit Type <input checked="" type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation: 3702.4'
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OPERATOR CERTIFICATIONS					SURVEYOR CERTIFICATIONS				
<p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p>If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division.</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>				
Jeanette Barron Printed Name jeanette.barron@conocophillips.com Email Address					05/28/25 Chad Harrow Date 12/16/24 Signature and Seal of Professional Surveyor 				
					Certificate Number 17777	Date of Survey DECEMBER 10, 2024			
					W.O.# 24-1252	DRAWN BY: WN	PAGE 1 OF 2		

This grid represents a standard section. You may superimpose a non-standard section, or larger area, over this grid. Operators must outline the dedicated acreage in a red box, clearly show the well surface location and bottom hole location, if it is directionally drilled, with the dimensions from the section lines in the cardinal directions. If this is a horizontal wellbore show on this plat the location of the First Take Point and Last Take Point, and the point within the Completed interval (other than the First Take Point or Last Take Point) that is closest to any outer boundary of the tract.

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Submit Electronically Via OCD Permitting				Submittal Type:	<input type="checkbox"/> Initial Submittal
					<input type="checkbox"/> Amended Report
					<input checked="" type="checkbox"/> As Drilled

WELL LOCATION INFORMATION

API Number 30-025-53792	Pool Code 17644	Pool Name Diamond Tail; Bone Spring			
Property Code 325741	Property Name AVION FEDERAL COM			Well Number 503H	
OGRID No. 229137	Operator Name COG OPERATING LLC			Ground Level Elevation 3701.1'	
Surface Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal			Mineral Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal		

Surface Location

UL B	Section 22	Township 23-S	Range 32-E	Lot	Ft. from N/S 265 FNL	Ft. from E/W 1405 FEL	Latitude 32.296675°N	Longitude 103.658509°W	County LEA
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Bottom Hole Location

UL 0	Section 27	Township 23-S	Range 32-E	Lot	Ft. from N/S 50 FSL	Ft. from E/W 1980 FEL	Latitude 32.268499°N	Longitude 103.660362°W	County LEA
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Dedicated Acres 640	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers.			Well setbacks are under Common Ownership: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Kick Off Point (KOP)

UL B	Section 22	Township 23-S	Range 32-E	Lot	Ft. from N/S 265 FNL	Ft. from E/W 1405 FEL	Latitude 32.296675°N	Longitude 103.658509°W	County LEA
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First Take Point (FTP)

UL B	Section 22	Township 23-S	Range 32-E	Lot	Ft. from N/S 100 FNL	Ft. from E/W 1980 FEL	Latitude 32.297125°N	Longitude 103.660371°W	County LEA
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Last Take Point (LTP)

UL 0	Section 27	Township 23-S	Range 32-E	Lot	Ft. from N/S 100 FSL	Ft. from E/W 1980 FEL	Latitude 32.268637°N	Longitude 103.660363°W	County LEA
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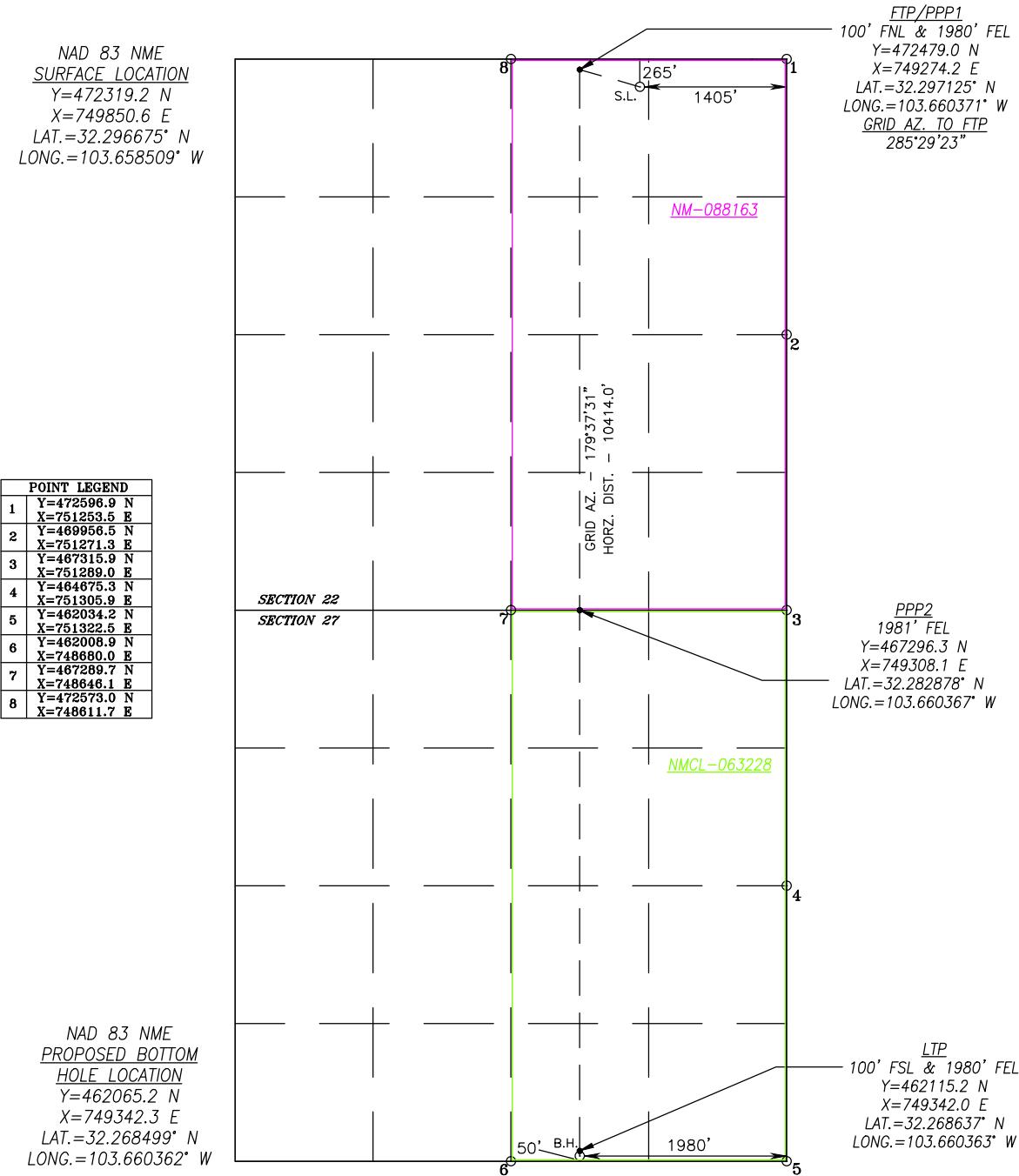
Unitized Area or Area of Uniform Interest	Spacing Unit Type <input checked="" type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation: 3701.1'
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OPERATOR CERTIFICATIONS					SURVEYOR CERTIFICATIONS				
<p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, 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 a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p>If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division.</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>				
Jeanette Barron 05/28/25					 12/16/24				
Signature Date					Signature and Seal of Professional Surveyor				
Jeanette Barron Printed Name Date jeanette.barron@conocophillips.com					Certificate Number Date of Survey 17777 DECEMBER 10, 2024				
Email Address					W.O. #24-1253 DRAWN BY: WN PAGE 1 OF 2				



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C-102		State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION				Revised July 9, 2024	
Submit Electronically Via OCD Permitting						Submittal Type: <input type="checkbox"/> Initial Submittal <input type="checkbox"/> Amended Report <input checked="" type="checkbox"/> As Drilled	

WELL LOCATION INFORMATION

API Number 30-025-53594	Pool Code 98248	Pool Name WC-025-G-08 S243217P; Upper Wolfcamp					
Property Code 325741	Property Name AVION FEDERAL COM				Well Number 701H		
OGRID No. 229137	Operator Name COG OPERATING LLC				Ground Level Elevation 3702.1'		
Surface Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal			Mineral Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal				

Surface Location

UL A	Section 22	Township 23-S	Range 32-E	Lot	Ft. from N/S 265 FNL	Ft. from E/W 1305 FEL	Latitude 32.296676°N	Longitude 103.658186°W	County LEA
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Bottom Hole Location

UL P	Section 27	Township 23-S	Range 32-E	Lot	Ft. from N/S 50 FSL	Ft. from E/W 330 FEL	Latitude 32.268514°N	Longitude 103.655024°W	County LEA
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Dedicated Acres 640	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers.			Well setbacks are under Common Ownership: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Kick Off Point (KOP)

UL A	Section 22	Township 23-S	Range 32-E	Lot	Ft. from N/S 265 FNL	Ft. from E/W 1305 FEL	Latitude 32.296676°N	Longitude 103.658186°W	County LEA
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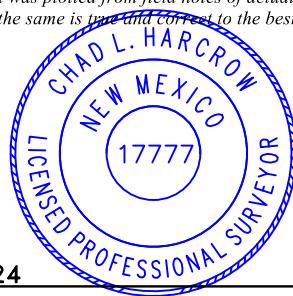
First Take Point (FTP)

UL A	Section 22	Township 23-S	Range 32-E	Lot	Ft. from N/S 100 FNL	Ft. from E/W 330 FEL	Latitude 32.297137°N	Longitude 103.655032°W	County LEA
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Last Take Point (LTP)

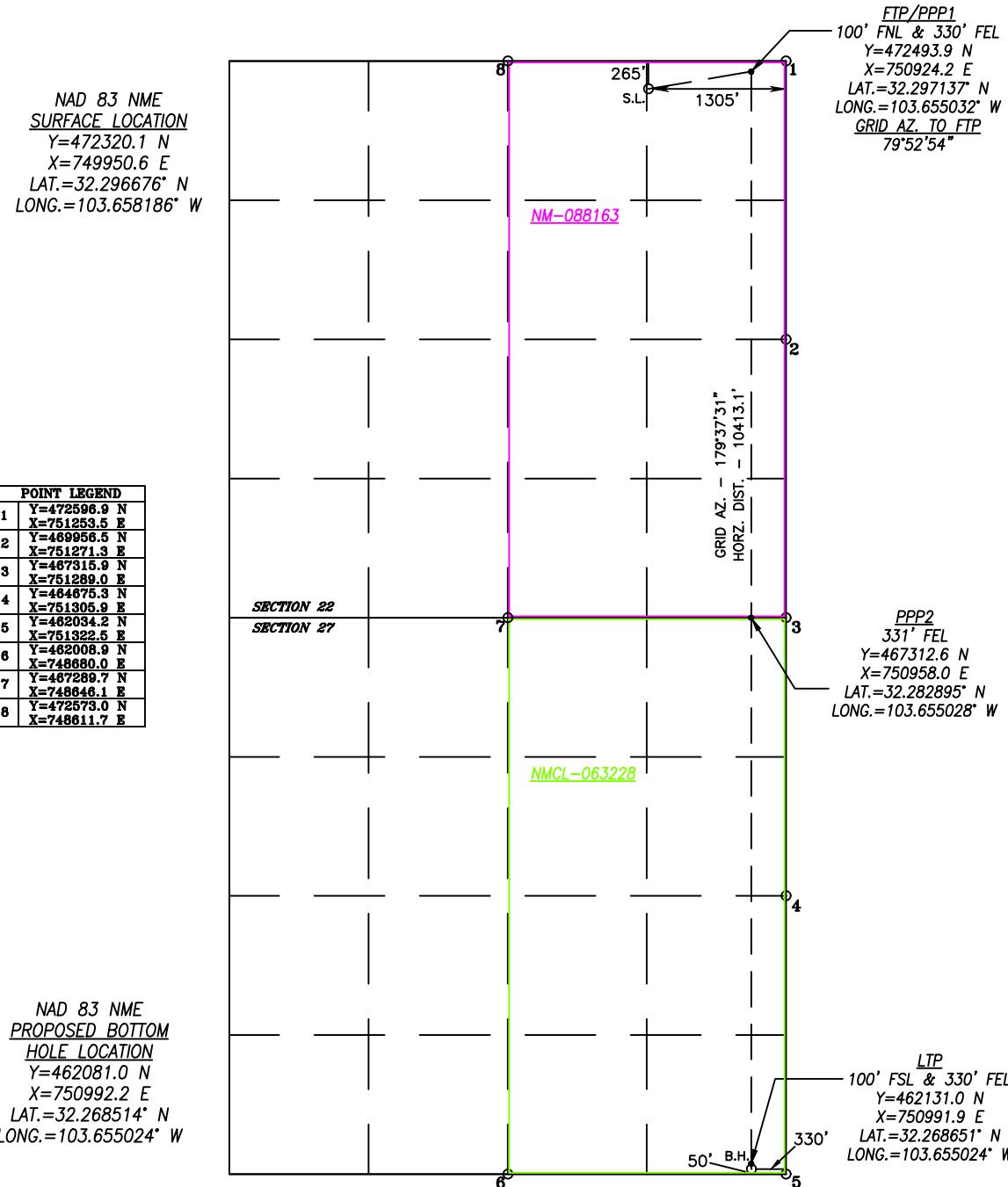
UL P	Section 27	Township 23-S	Range 32-E	Lot	Ft. from N/S 100 FSL	Ft. from E/W 330 FEL	Latitude 32.268651°N	Longitude 103.655024°W	County LEA
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Unitized Area or Area of Uniform Interest	Spacing Unit Type <input checked="" type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation: 3702.1'
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OPERATOR CERTIFICATIONS					SURVEYOR CERTIFICATIONS				
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Jeanette Barron Signature: Jeanette Barron Printed Name: Jeanette Barron Email Address: jeanette.barron@conocophillips.com					05/28/25 Chad Harrow Signature and Seal of Professional Surveyor  12/16/24 Date of Survey: DECEMBER 10, 2024 W.O.# 24-1251 DRAWN BY: WN PAGE 1 OF 2				

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Submit Electronically Via OCD Permitting				Submittal Type:	<input type="checkbox"/> Initial Submittal <input type="checkbox"/> Amended Report <input checked="" type="checkbox"/> As Drilled

WELL LOCATION INFORMATION

API Number 30-025-53595	Pool Code 98248	Pool Name WC-025-G-08 S243217P; Upper Wolfcamp			
Property Code 325741	Property Name AVION FEDERAL COM			Well Number 702H	
OGRID No. 229137	Operator Name COG OPERATING LLC			Ground Level Elevation 3701.9'	
Surface Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal			Mineral Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal		

Surface Location

UL B	Section 22	Township 23-S	Range 32-E	Lot	Ft. from N/S 265 FNL	Ft. from E/W 1345 FEL	Latitude 32.296676°N	Longitude 103.658315°W	County LEA
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Bottom Hole Location

UL P	Section 27	Township 23-S	Range 32-E	Lot	Ft. from N/S 50 FSL	Ft. from E/W 1010 FEL	Latitude 32.268508°N	Longitude 103.657224°W	County LEA
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Dedicated Acres 640	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers.			Well setbacks are under Common Ownership: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Kick Off Point (KOP)

UL B	Section 22	Township 23-S	Range 32-E	Lot	Ft. from N/S 265 FNL	Ft. from E/W 1345 FEL	Latitude 32.296676°N	Longitude 103.658315°W	County LEA
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First Take Point (FTP)

UL A	Section 22	Township 23-S	Range 32-E	Lot	Ft. from N/S 100 FNL	Ft. from E/W 1010 FEL	Latitude 32.297132°N	Longitude 103.657232°W	County LEA
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Last Take Point (LTP)

UL P	Section 27	Township 23-S	Range 32-E	Lot	Ft. from N/S 100 FSL	Ft. from E/W 1010 FEL	Latitude 32.268645°N	Longitude 103.657224°W	County LEA
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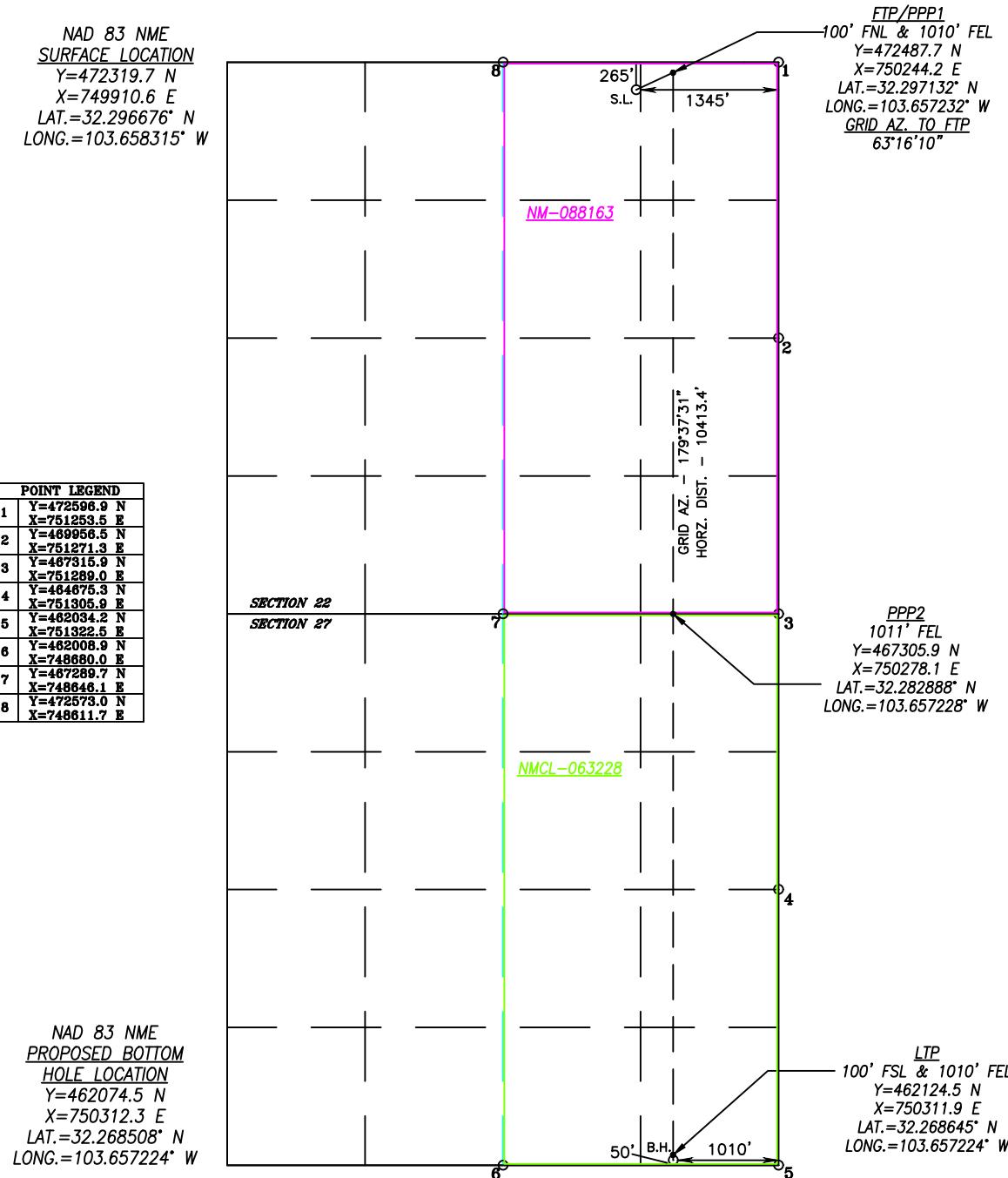
Unitized Area or Area of Uniform Interest	Spacing Unit Type <input checked="" type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation: 3701.9'
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OPERATOR CERTIFICATIONS		SURVEYOR CERTIFICATIONS	
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Signature Jeanette Barron		Signature and Seal of Professional Surveyor	
Printed Name jeanette.barron@conocophillips.com		Certificate Number 17777	Date of Survey DECEMBER 10, 2024
Email Address		W.O.#24-1249 DRAWN BY: WN PAGE 1 OF 2	



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Submit Electronically Via OCD Permitting				Submittal Type:	<input type="checkbox"/> Initial Submittal <input type="checkbox"/> Amended Report <input checked="" type="checkbox"/> As Drilled

WELL LOCATION INFORMATION

API Number 30-025-53795	Pool Code 98248	Pool Name WC-025-G-08 S243217P; Upper Wolfcamp			
Property Code 325741	Property Name AVION FEDERAL COM			Well Number 703H	
OGRID No. 229137	Operator Name COG OPERATING LLC			Ground Level Elevation 3701.1'	
Surface Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal			Mineral Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal		

Surface Location

UL B	Section 22	Township 23-S	Range 32-E	Lot	Ft. from N/S 265 FNL	Ft. from E/W 1385 FEL	Latitude 32.296676°N	Longitude 103.658445°W	County LEA
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Bottom Hole Location

UL 0	Section 27	Township 23-S	Range 32-E	Lot	Ft. from N/S 50 FSL	Ft. from E/W 1650 FEL	Latitude 32.268502°N	Longitude 103.659295°W	County LEA
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Dedicated Acres 640	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers.			Well setbacks are under Common Ownership: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Kick Off Point (KOP)

UL B	Section 22	Township 23-S	Range 32-E	Lot	Ft. from N/S 265 FNL	Ft. from E/W 1385 FEL	Latitude 32.296676°N	Longitude 103.658445°W	County LEA
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First Take Point (FTP)

UL B	Section 22	Township 23-S	Range 32-E	Lot	Ft. from N/S 100 FNL	Ft. from E/W 1650 FEL	Latitude 32.297127°N	Longitude 103.659303°W	County LEA
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Last Take Point (LTP)

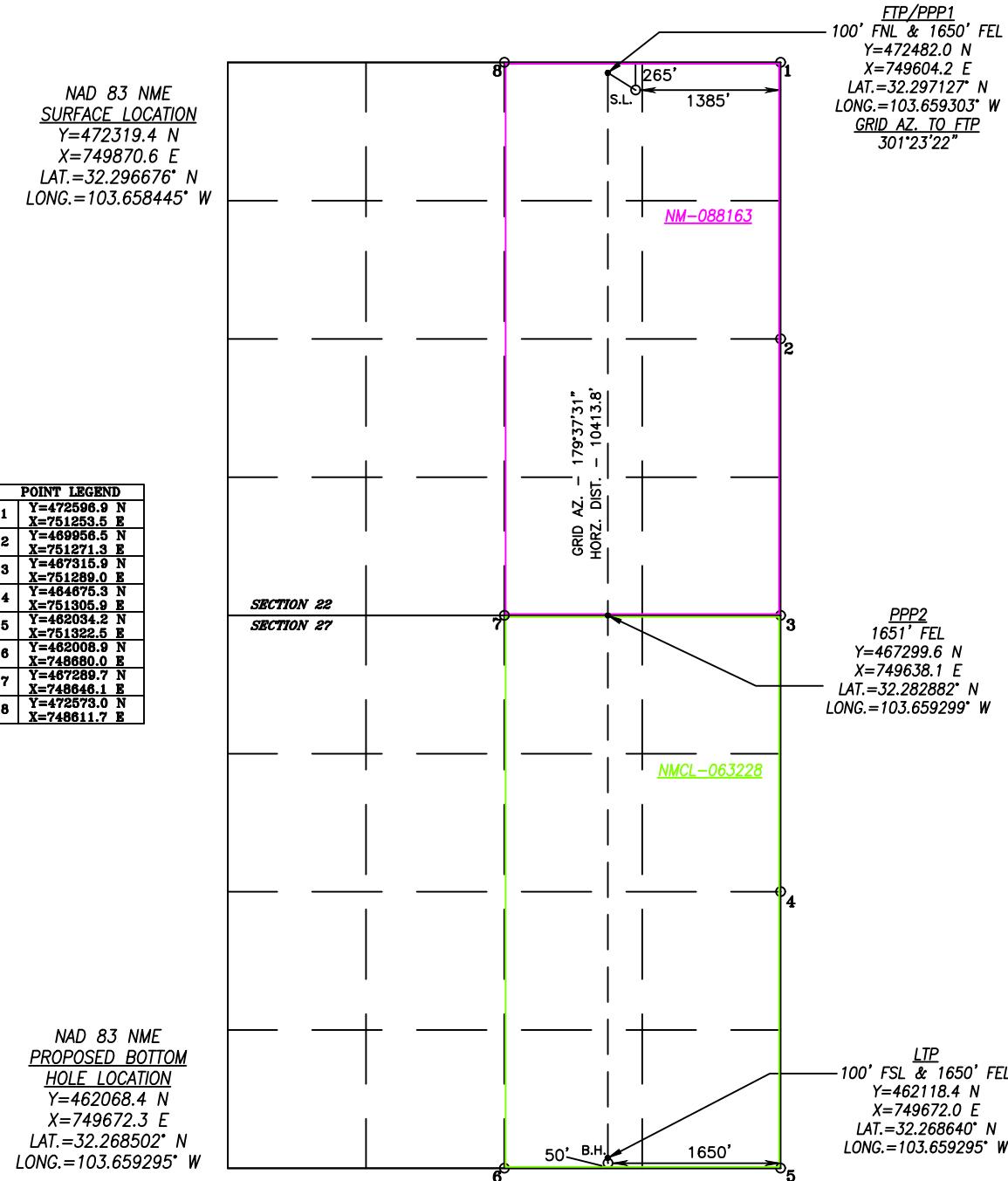
UL 0	Section 27	Township 23-S	Range 32-E	Lot	Ft. from N/S 100 FSL	Ft. from E/W 1650 FEL	Latitude 32.268640°N	Longitude 103.659295°W	County LEA
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Unitized Area or Area of Uniform Interest	Spacing Unit Type <input checked="" type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation: 3701.1'
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Jeanette Barron 05/28/25					 Chad L. HARCROW 17777 NEW MEXICO LICENSED PROFESSIONAL SURVEYOR 12/16/24				
Signature Jeanette Barron					Signature and Seal of Professional Surveyor				
Printed Name jeanette.barron@conocophillips.com					Certificate Number 17777	Date of Survey DECEMBER 10, 2024			
Email Address					W.O.# 24-1248		DRAWN BY: WN	PAGE 1 OF 2	

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Submit Electronically Via OCD Permitting				Submittal Type:	<input type="checkbox"/> Initial Submittal <input type="checkbox"/> Amended Report <input checked="" type="checkbox"/> As Drilled

WELL LOCATION INFORMATION

API Number 30-025-53796	Pool Code 98248	Pool Name WC-025-G-08 S243217P; Upper Wolfcamp			
Property Code 325741	Property Name AVION FEDERAL COM			Well Number 704H	
OGRID No. 229137	Operator Name COG OPERATING LLC			Ground Level Elevation 3700.9'	
Surface Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal			Mineral Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input checked="" type="checkbox"/> Federal		

Surface Location

UL B	Section 22	Township 23-S	Range 32-E	Lot	Ft. from N/S 265 FNL	Ft. from E/W 1425 FEL	Latitude 32.296675°N	Longitude 103.658574°W	County LEA
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Bottom Hole Location

UL 0	Section 27	Township 23-S	Range 32-E	Lot	Ft. from N/S 50 FSL	Ft. from E/W 2310 FEL	Latitude 32.268496°N	Longitude 103.661430°W	County LEA
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Dedicated Acres 640	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers.			Well setbacks are under Common Ownership: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Kick Off Point (KOP)

UL B	Section 22	Township 23-S	Range 32-E	Lot	Ft. from N/S 265 FNL	Ft. from E/W 1425 FEL	Latitude 32.296675°N	Longitude 103.658574°W	County LEA
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First Take Point (FTP)

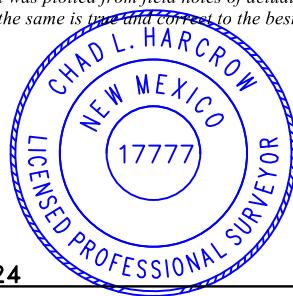
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Last Take Point (LTP)

UL 0	Section 27	Township 23-S	Range 32-E	Lot	Ft. from N/S 100 FSL	Ft. from E/W 2310 FEL	Latitude 32.268634°N	Longitude 103.661430°W	County LEA
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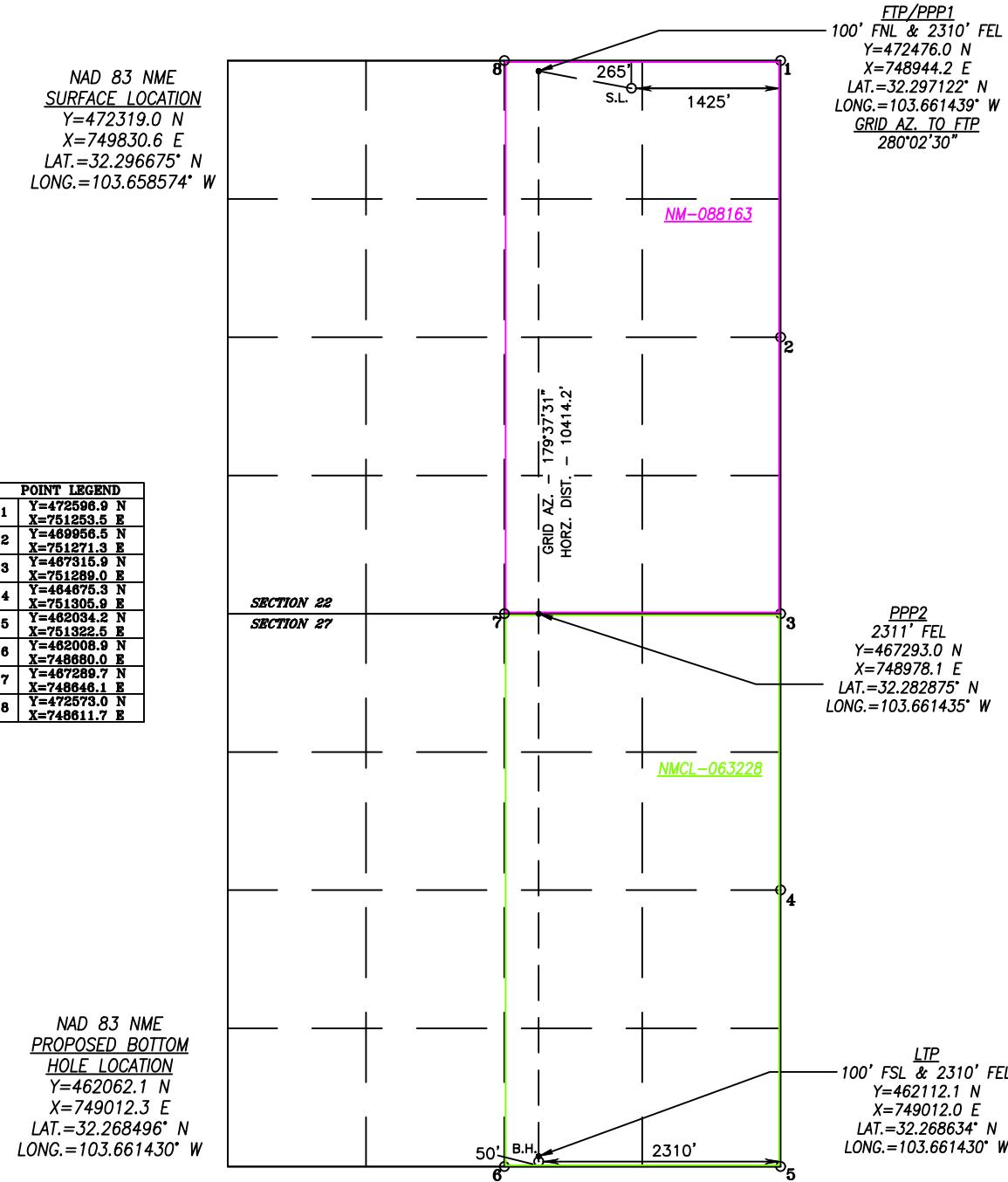
Unitized Area or Area of Uniform Interest	Spacing Unit Type <input checked="" type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation: 3700.9'
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<u>Jeanette Barron</u> 05/28/25					 12/16/24				
Signature					Date				
<u>Jeanette Barron</u>					Signature and Seal of Professional Surveyor				
Printed Name jeanette.barron@conocophillips.com					Certificate Number		Date of Survey		
					17777		DECEMBER 10, 2024		
Email Address							W.O.#24-1250	DRAWN BY: WN	PAGE 1 OF 2



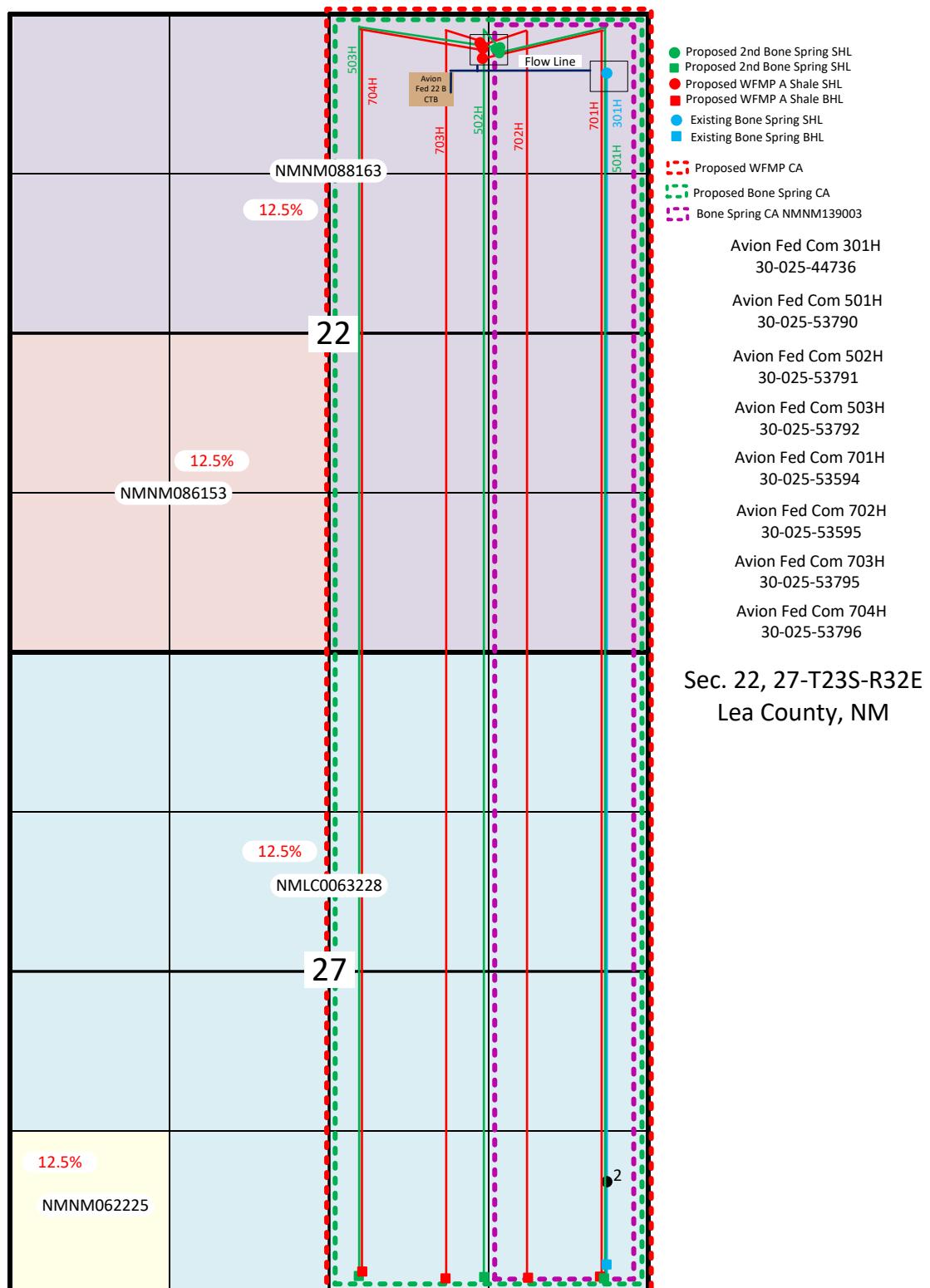
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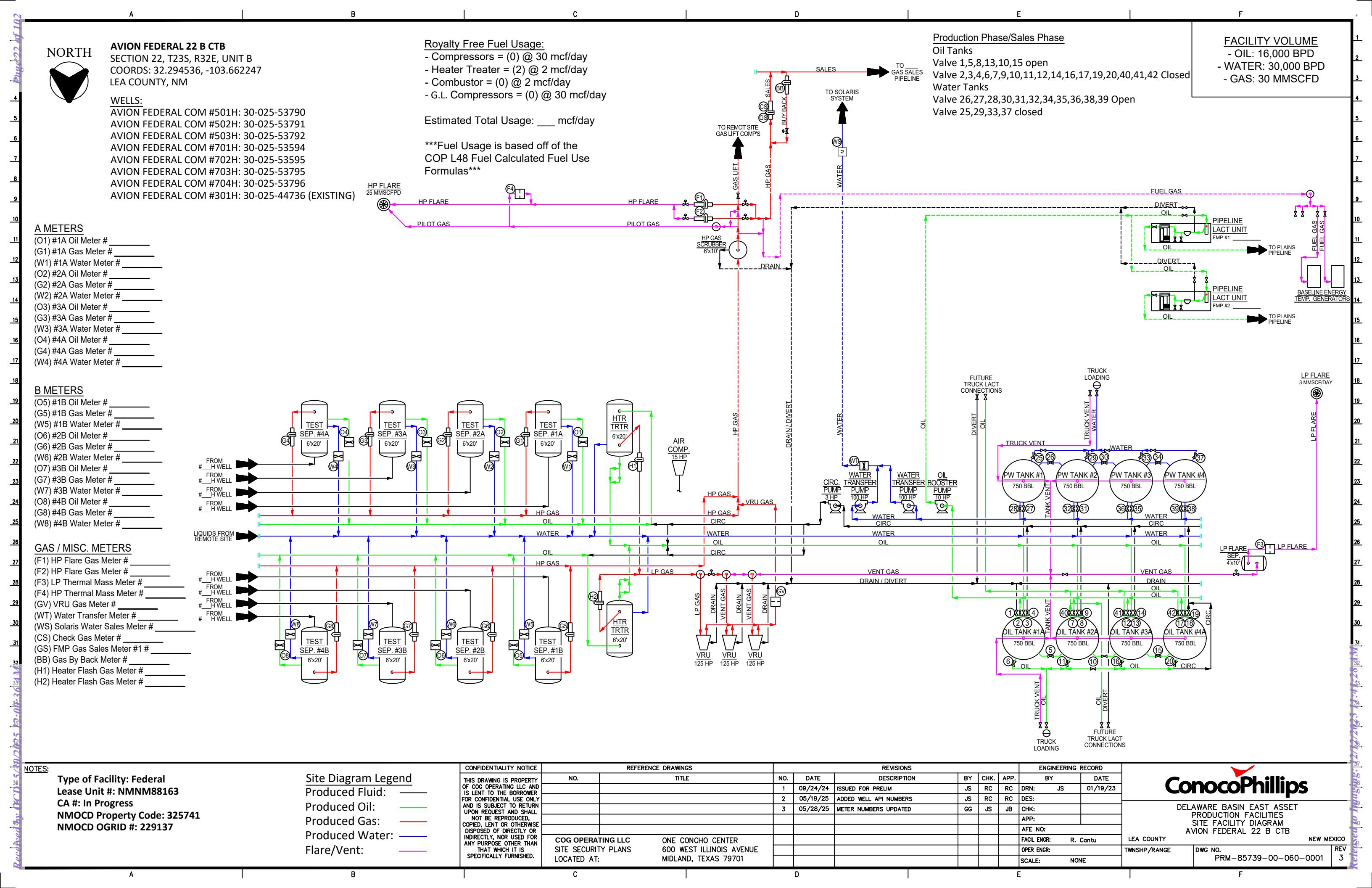
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DW - 07/19/18
 JB - 06.01.22
 JB- 03.12.25

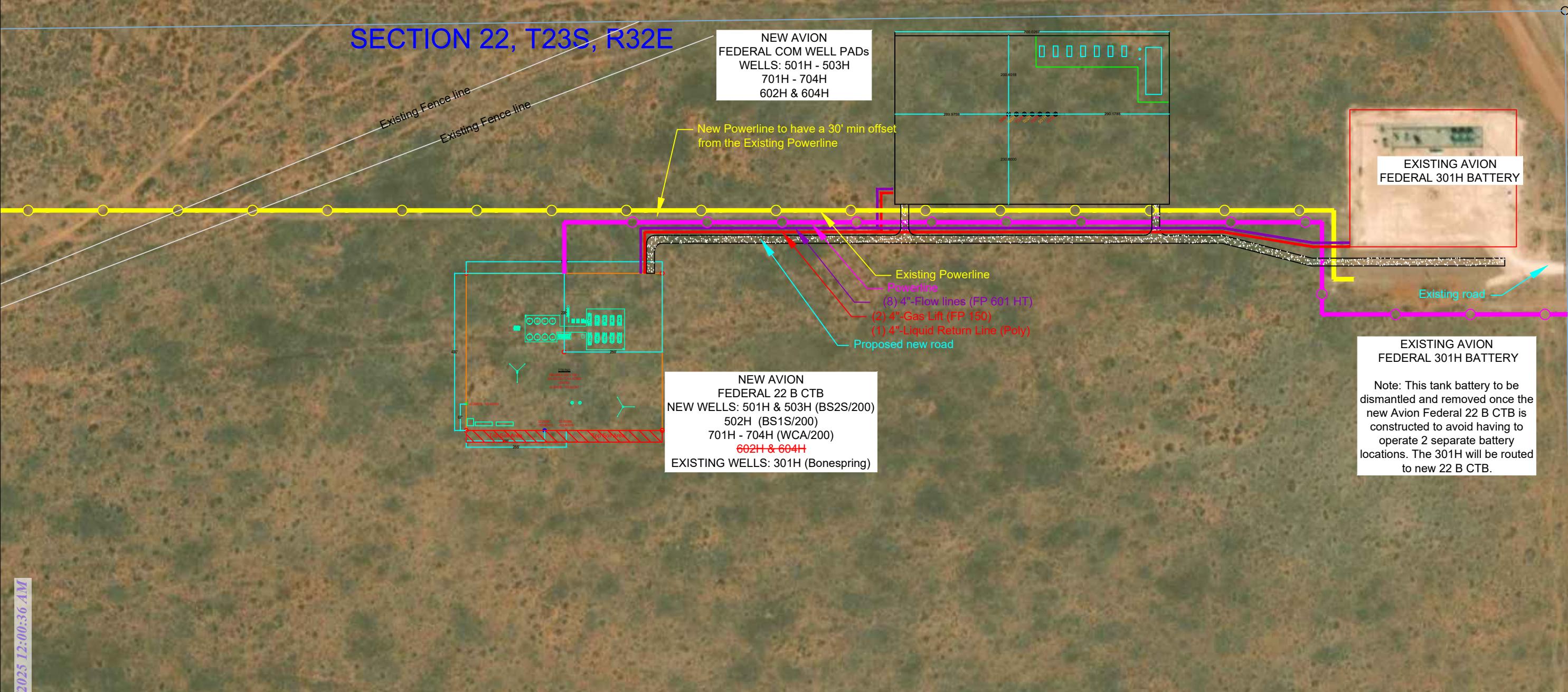
Avion Federal Wells

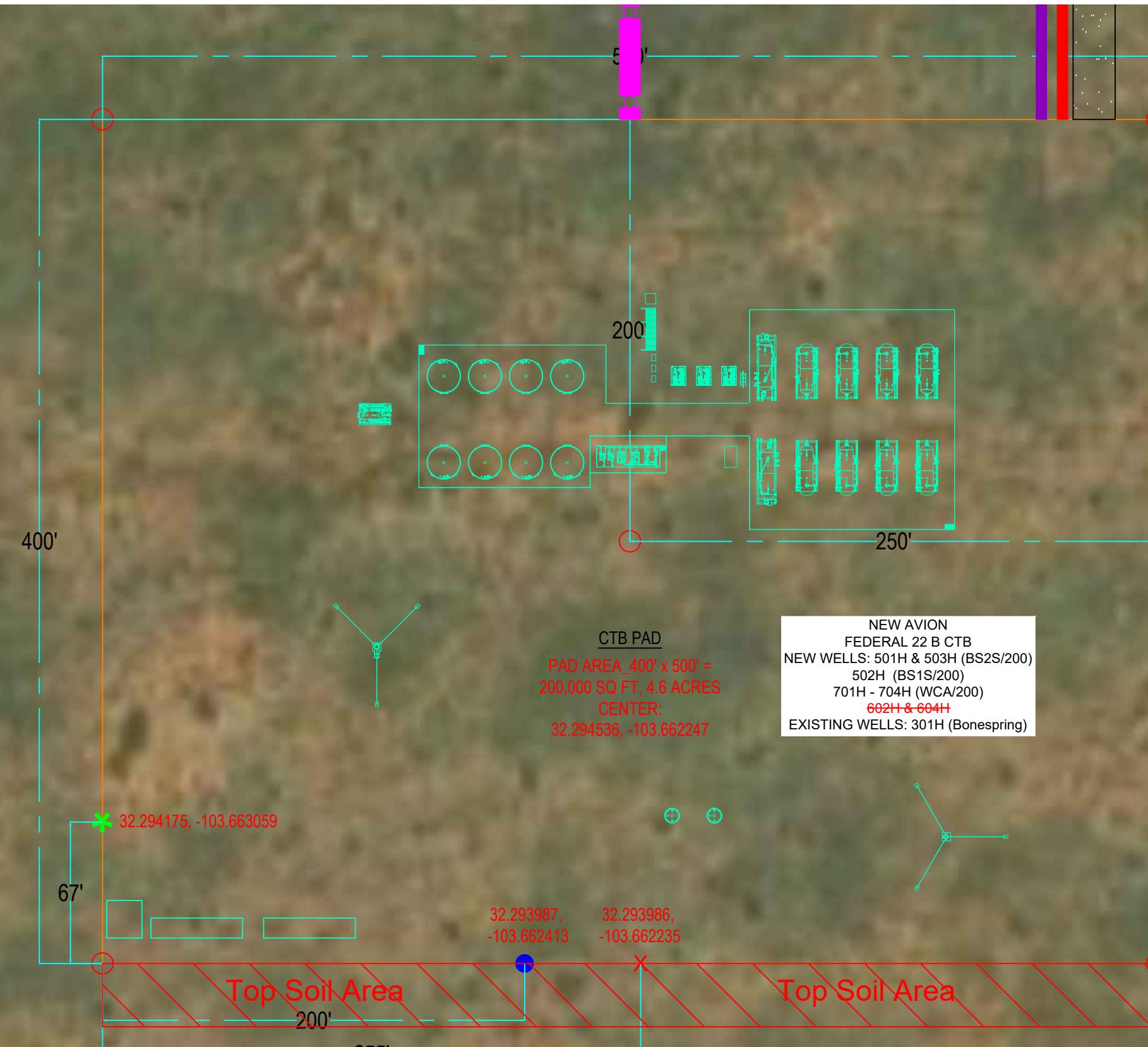






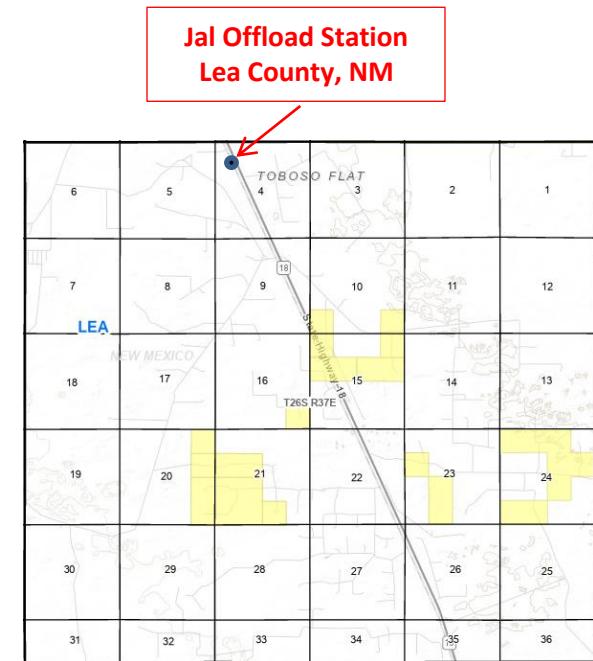
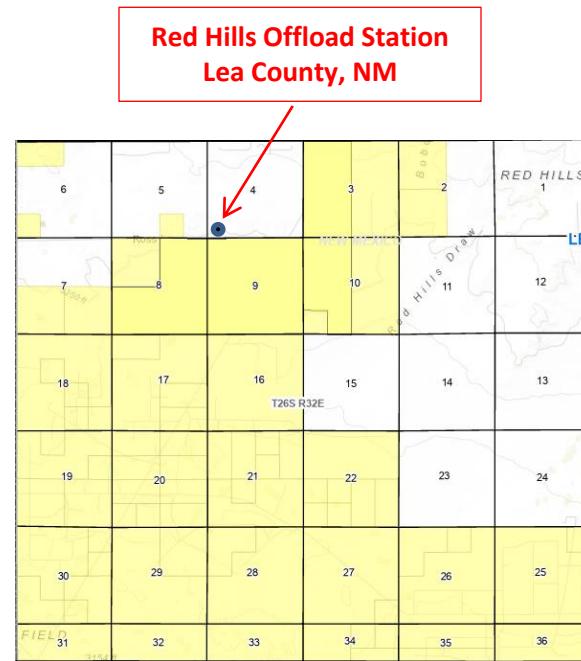
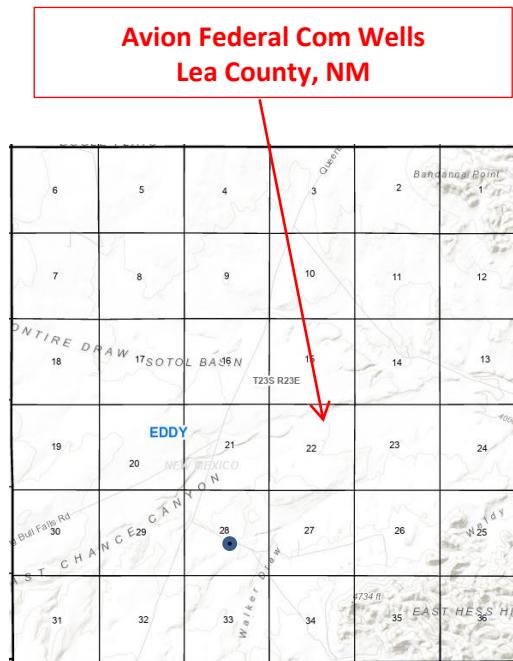
SECTION 22, T23S, R32E





Avion Fed Com 301H, 501H-503H & 701H-704H

Red Hills and Jal Offload Station Map



Name	Name 2	Address	City	State	Zip	Certified Letter
Adley Properties, LLC		P.O. Box 3327	Midland	TX	79702	7020 1810 0000 1415 2176
Alan Jochimsen		4209 Cardinal Lane	Midland	TX	79708	7020 1810 0000 1415 2183
Arrott Family Revocable Trust Dated 04/08/19	Arrott Family Revocable Trust Dated 04/08/19	PO Box 241868	Little Rock	AR	72223	7020 1810 0000 1415 2190
Barbara E. Hannifin		P.O. Box 2588	Roswell	NM	88202	7020 1810 0000 1415 2206
BEIF 2 LMR, LLC		10288 W. Chatfield Ave., Suite 300	Littleton	CO	80127	7020 1810 0000 1415 2213
BOKF, Successor Trustee of the Robert N. Enfield Irrevocable Trust B	Robert N Enfield Irrevocable Trust B BOKF NA TTEE	PO Box 1588	Tulsa	OK	74101	7020 1810 0000 1415 2220
Bryan Bell Family LLC		1331 Third Street	New Orleans	LA	70130	7020 1810 0000 1415 2237
CAPROCK ROALTIES, L.P		P.O. Box 1610	Midland	TX	79702	7020 1810 0000 1415 2244
Cathleen Ann Adams Revocable Trust Dated Sept. 25,2020	Cathleen Ann Adams Revocable Trust	P. O. Box 45807	Rio Rancho	NM	87174	7020 1810 0000 1415 2251
Community Minerals LLC		2925 Richmond Ave, Ste 1200	Houston	TX	77098	9589 0710 5270 2889 4189 42
Flavian Oil Company		4849 Greenville Ave., #1680	Dallas	TX	75206	9589 0710 5270 2889 4189 59
Flavian Oil Company		8350 N Central Expy, Ste G100	Dallas	TX	75206	9589 0710 5270 2889 4189 66
Frank S. Morgan And Robin L. Morgan, Husband And Wife	Frank Morgan & Robin Morgan	135 West Cottonwood Rd.	Artesia	NM	88210	9589 0710 5270 2889 4189 73
Howard A. Rubin, Inc.		623 Camino Rancheros	Santa Fe	NM	87505	9589 0710 5270 2889 4189 80
Hutchings Oil Company		40 First Plaza Center NW, Ste 610	Albuquerque	NM	87102	9589 0710 5270 2889 4189 97
Innoventions, Inc.		PO Box 40	Cedar Crest	NM	87008	9589 0710 5270 2889 4190 00
Jack's Peak, LLC		P.O. Box 294928	Kerrville	TX	78029	9589 0710 5270 2889 4190 17
John Kyle Thoma		P.O. Box 558	Peyton	CO	80831	9589 0710 5270 2889 4190 24
Karemont Properties, LLC		P.O. Box 9451	Midland	TX	79708	9589 0710 5270 2889 4190 31
L and J Sumruld Ltd.		903 Ave J	Lovington	NM	88260	9589 0710 5270 2889 4190 48
Leonard Legacy Royalty, LLC		P.O. Box 3422	Midland	TX	79702	9589 0710 5270 2889 4190 55
LML Properties, LLC A Colorado Limited Liability Company	LML Properties LLC	P.O. Box 3194	Boulder	CO	80307	9589 0710 5270 2889 4190 62
Mark B. Murphy, Trustee Of The Mark B. Murphy	MARK B MURPHY IRREVOC TRST 12 11 12	P.O. Box 2164	Roswell	NM	88202	9589 0710 5270 2889 4190 79
Maven Royalty 2, LP		1065 Provenance Place Blvd, Ste 230	Shreveport	LA	71106	9589 0710 5270 2889 4190 86
Mitchell Exploration		6212 Homestead Blvd.	Midland	TX	79707	9589 0710 5270 2889 4190 93
Murphy Petroleum Corp.		P.O. Box 1030	Roswell	NM	88202	9589 0710 5270 2889 4191 09
Nuevo Seis LP		P.O. Box 2588	Roswell	NM	88202-2588	9589 0710 5270 2889 4191 16
Permian Basin Investment Corp.		4010 Chainhurst Dr	Richardson	TX	75082	9589 0710 5270 2889 4191 23
Robert N Enfield Irrevocable Trust B,	Wells Fargo NA Successor Trustee	201 Main Street	Fort Worth	TX	76102	9589 0710 5270 2889 4191 30
Rubie C. Bell Family Limited Partnership #1		P.O. Box 24591	New Orleans	LA	70184	9589 0710 5270 2889 4191 47
Sheila Ann Davis		10119 Fairtree Dr.	Strongsville	OH	44149	9589 0710 5270 2889 4191 54
Sheila Davis - Life Estate Darren Keith Davis Remainderman	Sheila Ann Davis LIFE ESTATE	10119 Fairtree Dr.	Strongsville	OH	44149	9589 0710 5270 2889 4191 61
Sheila Davis - Life Estate Darren Keith Davis Remainderman	Sheila Davis - Life Estate Darren Keith Davis Remainderman	10119 Fairtree Dr.	Strongsville	OH	44149	9589 0710 5270 2889 4191 78
Sheila Davis - Life Estate Gregory Wade Davis Remainderman	Sheila Ann Davis LIFE ESTATE	13634 Schumann Trail	Sugar Land	TX	77498	9589 0710 5270 2889 4191 85
States Royalty Limited Partnership		P.O. Box 911	Breckenridge	TX	76424	9589 0710 5270 2889 4191 92
Susan S. Murphy, Trustee Of The Ssm Trust	SUSAN S MURPHY MARITAL TRUST	706 Brazos Street	Roswell	NM	88202	9589 0710 5270 2889 4192 08
The Gross Family L. P.		P.O. Box 358	Roswell	NM	88203	9589 0710 5270 2889 4192 15
University of the Southwest Foundation	COLLEGE OF THE SOUTHWEST FOUNDATION	6610 North Lovington Highway	Hobbs	NM	88240	9589 0710 5270 2889 4192 22
West Bend Energy Partners III, LLC		1320 S. University Dr., Ste 701	Fort Worth	TX	76107	9589 0710 5270 2889 4192 39
Wing Resources VI, LLC		2100 Mckinney Ave., Ste 1540	Dallas	TX	75201	9589 0710 5270 2889 4192 46
BLM		414 West Taylor	Hobbs	NM	88240-1157	9589 0710 5270 2889 4192 53
SLO		PO Box 1148	Santa Fe	NM	8754-1148	9589 0710 5270 2889 4192 60



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
New Mexico State Office
301 Dinosaur Trail
Santa Fe, New Mexico 87508
www.blm.gov/new-mexico

IN REPLY REFER TO:

MAY 09 2019

NMNM139003
3105.2 (NM920)

Reference:

Communitization Agreement
Avion Federal Com #301H
Section 22: E2E2
Section 27: E2E2
T. 23 S., R. 32 E., N.M.P.M.
Lea County, NM

COG Operating LLC
One Concho Center
600 W. Illinois Avenue
Midland, Texas 79701

To Whom It May Concern:

Enclosed is an approved copy of Communitization Agreement NMNM139003 involving 160 acres of Federal land in lease NMNM088163, and 160 acres of Federal land in lease NMLC063228, Lea County, New Mexico, which comprise a 320-acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the E2E2, Sec. 22 and E2E2 Sec. 27, T. 23 S., R. 32 E., NMPM, Lea County, NM, and is effective January 01, 2018. 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.

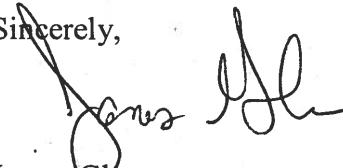
Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is 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, contact Idu Opral C. Ijeoma (505) 954-2152.

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

Sincerely,


James Glover
Supervisory Geologist
Branch of Reservoir Management
Division of Minerals

1 Enclosure:
1 - Communitization Agreement

cc:

ONRR, Denver
NM Taxation & Revenue Dept. (Revenue Processing Div.)
NMOCD
NM (9200)
NM (P0220-CFO, File Room)
NMSO (NM925, File)

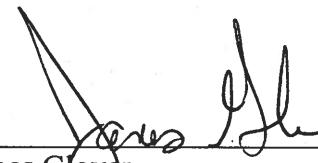
Determination - Approval - Certification

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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06/27/2019 10:08 AM
BY MYRA SALMON

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 Communityization Agreement covering the E2E2, Sec. 22, and the E2E2 Sec. 27, T. 23 S., R. 32 E., NMPM, as to all producible hydrocarbons from the Bone Springs formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.
- 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:



James Glover
Supervisory Geologist
Branch of Reservoir Management
Division of Minerals

Effective: January 01, 2018

Contract No.: Com. Agr. NMNM139003

Federal/Federal

Contract No. NM139003

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 23 South, Range 32 East, N.M.P.M.

Section 22: E/2E/2

Section 27: E/2E/2

Lea County, New Mexico

containing 320.00 acres, and this agreement shall include only the **Bone Spring** Formation 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.

Federal/Federal

3. The Operator of the communized area shall be **COG Operating LLC, as Operator, 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 communized 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 communized 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 communized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communized 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 communized substances allocated to the individual leases comprising the communized 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 communization agreement to which such lease may be committed, and separately as to any non-communized 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 communized production allocated to such a lease plus any non-communized 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 communized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communized area from drainage of communized 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 communized substances on the communized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands

Federal/Federal

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 January 1, 2018, 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.
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

Avion Federal Com 301H

LEA COUNTY, NM
 KEITH MANES, COUNTY CLERK
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 BY MYRA SALMON

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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

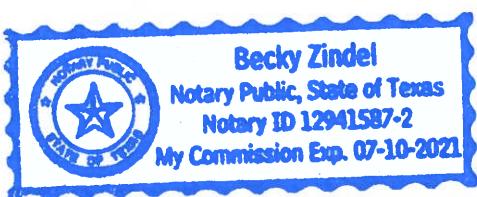
Date: 6/12/18By: Mark A. CarterMark A. Carter
Attorney-In-Fact56 MT

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the 12th day of June, 2018, by Mark A. Carter, as Attorney-In-Fact of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.



7/10/21
 My Commission Expires
Becky Zindel
 Notary Public in and for the State of Texas

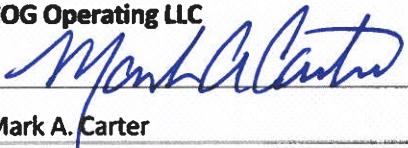
LEA COUNTY, NM
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 BY MYRA SALMON

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WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD:

DATE: 6/12/18

COG Operating LLC

By: 

Printed Name: Mark A. Carter

Title: Attorney-In-Fact

SG
MTDATE: 5/15/2018

ConocoPhillips Company

By: 

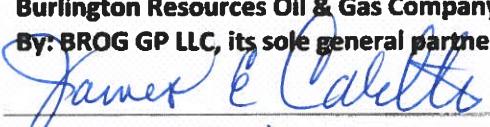
Printed Name: J.E. Carlton

Title: Attorney-in-Fact

MEDATE: 5/15/2018

Burlington Resources Oil & Gas Company LP

By: BROG GP LLC, its sole general partner

By: 

Printed Name: James E. Carlton

Title: Vice President

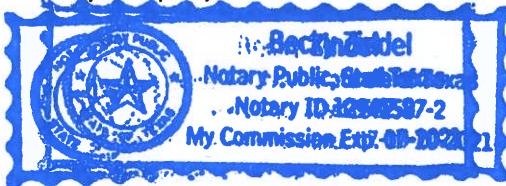
ME

Federal/Federal

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on June 12, 2018, by Mark A. Carter, Attorney-In-Fact, of COG Operating LLC, A Delaware Limited Liability Company, on behalf of said limited liability company.



7/10/21
My Commission Expires
Berkey Burch
Notary Public in and for the State of Texas

STATE OF Texas §
§
COUNTY OF Harris §

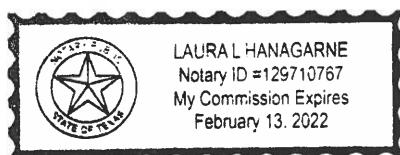
This instrument was acknowledged before me on May 15, 2018, by J.E. Carlton, as attorney in fact of ConocoPhillips Company, a Delaware Corporation, on behalf of said Corporation.



02/13/2022
My Commission Expires
Laura L Hanagarn
Notary Public in and for the State of Texas

STATE OF Texas §
§
COUNTY OF Harris §

This instrument was acknowledged before me on May 15, 2018, by James E. Carlton, as Vice President of BROG GP LLC, a Delaware limited liability company and sole general partner of Burlington Resources Oil & Gas Company LP, on behalf of the partnership.



02/13/2022
My Commission Expires
Laura L Hanagarn
Notary Public in and for the State of Texas

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EXHIBIT "A"

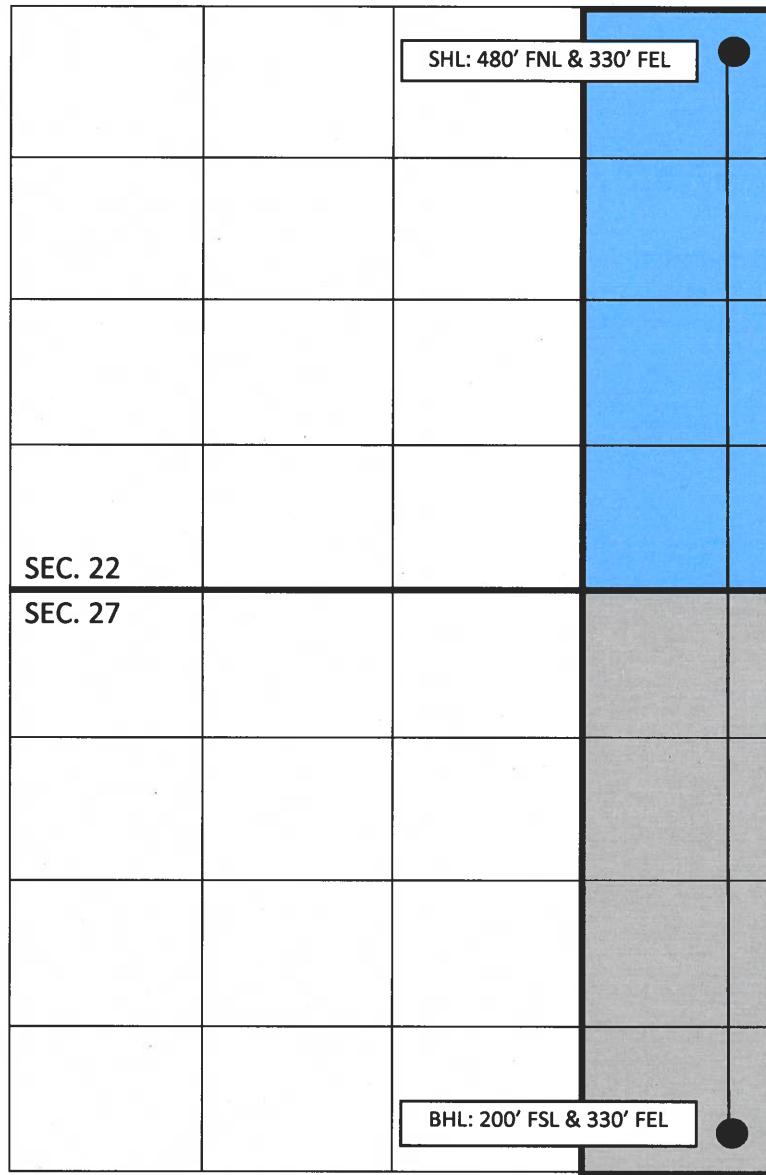
Plat of communized area covering E/2E/2 of Section 22
& the E/2E/2 of Section 27, T23S – R32E, N.M.P.M., Lea County, New Mexico

Avion Federal Com 301H

Tract 1:
USA NM-088163



Tract 2:
USA LC-63228



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 BY MYRA SALMON

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EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated January 1, 2018, covering E/2E/2 of Section 22 & the E/2E/2 of Section 27, T23S – R32E, N.M.P.M., Lea County, New Mexico

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

DESCRIPTION OF LEASES COMMITTED:

Tract No.:	One (1)
Lease Serial No.:	USA NM-088163
Lease Date:	March 1, 1992
Lease Term:	Five (5) years
Lessor:	United States of America
Original Lessee:	Strata Production Company
Present Lessee:	COG Operating LLC
Description of Land Committed:	Burlington Resources Oil & Gas Company LP Insofar only as said lease covers: <u>Township 23 South, Range 32 East, N.M.P.M.</u> Section 22: E/2E/2 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rate:	12.5%
Name and Percent of ORRI Owners:	Of Record
Name and Percent of WI Owners:	COG Operating LLC
Recordation:	Not Recorded
	100.00%
Tract No.:	Two (2)
Lease Serial No.:	USA LC-63228
Lease Date:	June 1, 1951
Lease Term:	Five (5) years
Lessor:	United States of America
Original Lessee:	ConocoPhillips Company
Present Lessee:	ConocoPhillips Company
Description of Land Committed:	Insofar only as said lease covers: <u>Township 23 South, Range 32 East, N.M.P.M.</u> Section 27: E/2E/2 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rate:	12.5%
Name and Percent of ORRI Owners:	Of Record
Name and Percent of WI Owners:	ConocoPhillips Company
Recordation:	Not Recorded
	100.00%

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RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	50.000000%
2	160.00	50.000000%
Total	320.00	100.000000%

ConocoPhillips
COG Operating LLC

AGREEMENT SUMMARY FOR APPROVAL / EXECUTION / SET UP

FROM: Jennifer Lujano *JL*
DATE: 11/7/2024

PLEASE APPROVE AND ROUTE:

LANDMAN: Michael Monju
LAND LEAD: Sean Miller
LEGAL: n/a
LAND MANAGER: Ryan Owen
VICE-PRESIDENT: n/a

Please Sign Below
*OMG Mary's
RDO*

DATE: 11/7/24
DATE: 11/7/24
DATE: *11/11-24*
DATE: *11/11-24*
DATE: *11/11-24*

ASSET TEAM: Delaware Basin NM East
COUNTY/STATE: Lea/NM
PROSPECT NAME/NC: Lea 2232 / AA17144AH

COG WI: 100.000000%
COG NRI: 82.248680%

CONTRACT NAME: AVION FED COM E2 WC-FED CA

TYPE: FED CA

REFERENCE:

DATE: 11/1/2024
EFFECTIVE: 11/1/2024
EXPIRATION: FED: Shall remain in force and effect for the period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities.

FIRST PARTY: COG Operating LLC - as "Operator"
SECOND PARTY: ConocoPhillips Company

DESCRIPTION:

Township 23 South, Range 32 East, N.M.P.M.
Section 22: E2
Section 27: E2
Lea County, New Mexico
640.00 Acres
Wolfcamp Formation

GENERAL OBLIGATIONS:

LANDMAN: Use this form to brief agreement prior to approval and execution. Complete and deliver along with original document to management for approval and execution. The original executed document, together with the completed summary sheet should be delivered to Property Maintenance for further analysis, data entry, imaging and filing in records center.

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st day of November, 2024**, 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 23 South, Range 32 East, N.M.P.M.**Section 22: E2****Section 27: E2****Lea County, New Mexico**

Containing **640.00** acres, and this agreement shall include only the **Wolfcamp** formation underlying said lands and oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **COG Operating LLC, As Operator, 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.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 1/2 percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal Lease.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as

to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **November 1, 2024**, 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 communityized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. **Nondiscrimination.** In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

OPERATOR:
COG OPERATING LLC

Date: 11-11-24

By: Ryan D. Owen *RM*
SN
Ryan D. Owen
Attorney-in-fact

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

The instrument was acknowledged before me on November 11, 2024, by Ryan D. Owen, as attorney-in-fact of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.

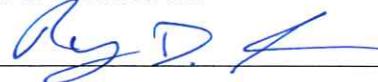


Ryan D. Owen
NOTARY PUBLIC in and for the State of Texas

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date: 11-11-24 By:

COG OPERATING LLC

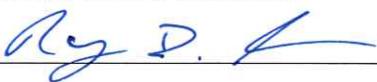


Ryan D. Owen
Attorney-in-fact

MM
SN

Date: 11-11-24 By:

CONOCOPHILLIPS COMPANY



Ryan D. Owen
Attorney-in-fact

MM
SN

ACKNOWLEDGEMENT

STATE OF TEXAS

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COUNTY OF MIDLAND

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The instrument was acknowledged before me on November 11, 2024, by Ryan D. Owen, as attorney-in-fact of **COG OPERATING LLC**, a Delaware limited liability company, on behalf of said limited liability company.



A handwritten signature in blue ink that appears to read "Michael F. Monju".

NOTARY PUBLIC in and for the State of Texas

STATE OF TEXAS

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COUNTY OF MIDLAND

§

The instrument was acknowledged before me on November 11, 2024, by Ryan D. Owen, as attorney-in-fact of **CONOCOPHILLIPS COMPANY**, a Delaware corporation, on behalf of said limited liability company.

A handwritten signature in blue ink that appears to read "Michael F. Monju".

NOTARY PUBLIC in and for the State of Texas



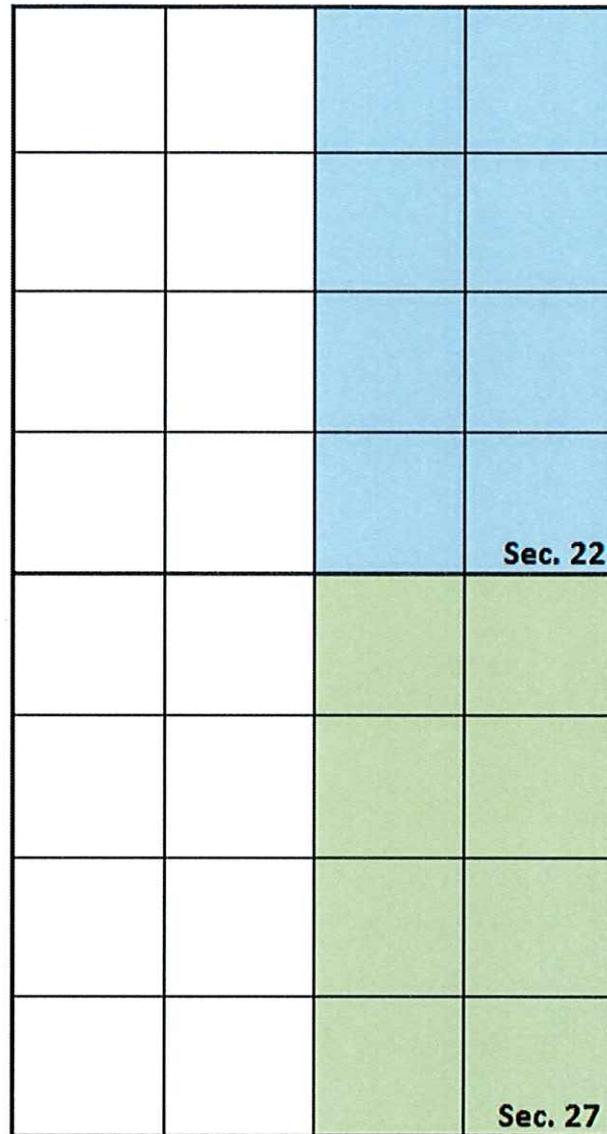
EXHIBIT "A"

Plat of communitized area covering **640.00** acres in E/2 of Section 22, Township 23 South, Range 32 East and E/2 of Section 27, Township 23 South, Range 32 East N.M.P.M., Lea County, New Mexico.

Tract 1:

Sec 22: E2

NMNM-088163

**Tract 2:**

Sec 27: E2

NMLC-063228



EXHIBIT "B"

Leases covering communized area covering the E/2 of Section 22, Township 23 South, Range 32 East and E/2 of Section 27, Township 23 South, Range 32 East N.M.P.M., Lea County, New Mexico.

Operator of Communized Area: COG Operating LLC

TRACT 1:

Lease Serial No.:	NMNM-088163
Lease Date:	March 1, 1992
Lease Term:	Five (5) Years
Recordation:	Unrecorded
Lessor:	State of New Mexico
Original Lessee:	Strata Production Company
Current Lessee:	COG Operating LLC
Description:	Insofar and only insofar as said lease covers: <u>Township 23 South, Range 32 East</u> Section 22: E2 Lea County, New Mexico
Number of Acres:	320.00
Royalty Rate:	12.50%
WI Owners Names & Interests:	COG Operating LLC
ORRI Owners:	100.000000% Of Record.

TRACT 2:

Lease Serial No.:	NMLC-063228
Lease Date:	June 1, 1951
Lease Term:	Five (5) Years
Recordation:	Unrecorded
Lessor:	United States of America
Original Lessee:	ConocoPhillips Company
Current Lessee:	ConocoPhillips Company
Description:	Insofar and only insofar as said lease covers: <u>Township 23 South, Range 32 East</u> Section 27: E2 Lea County, New Mexico
Number of Acres:	320.00
Royalty Rate:	12.50%
WI Owners Names & Interests:	ConocoPhillips Company
ORRI Owners:	100.000000% Of Record.

RECAPITULATION

TRACT NUMBER	NUMBER OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
1	320.00	50.0000%
2	320.00	50.0000%
TOTAL	640.00	100.0000%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st day of November, 2024**, 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 23 South, Range 32 East, N.M.P.M.**Section 22: E2****Section 27: E2****Lea County, New Mexico**

Containing **640.00** acres, and this agreement shall include only the **Wolfcamp** formation underlying said lands and oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **COG Operating LLC, As Operator, 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.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 1/2 percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal Lease.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as

to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **November 1, 2024**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1)to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

OPERATOR:
COG OPERATING LLC

Date: 11-11-24

By:

Ryan D. Owen
Attorney-in-fact

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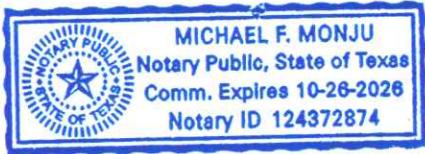
ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF MIDLAND §

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W. J. D. Ray
NOTARY PUBLIC in and for the State of

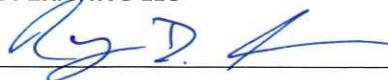
NOTARY PUBLIC in and for the State of Texas



WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date: 11-11-24 By:

COG OPERATING LLC

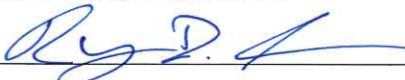


Ryan D. Owen
Attorney-in-fact

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Date: 11-11-24 By:

CONOCOPHILLIPS COMPANY



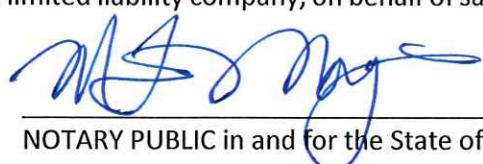
Ryan D. Owen
Attorney-in-fact

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NOTARY PUBLIC in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

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NOTARY PUBLIC in and for the State of Texas

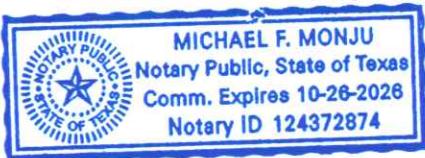


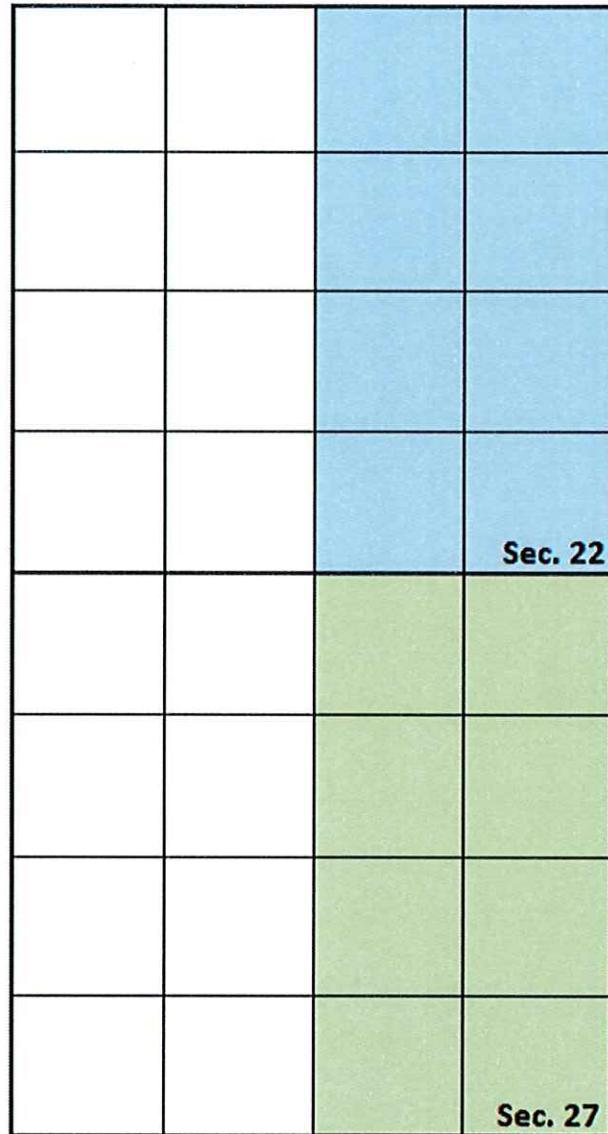
EXHIBIT "A"

Plat of communized area covering **640.00** acres in E/2 of Section 22, Township 23 South, Range 32 East and E/2 of Section 27, Township 23 South, Range 32 East N.M.P.M., Lea County, New Mexico.

Tract 1:

Sec 22: E2

NMNM-088163

**Tract 2:**

Sec 27: E2

NMLC-063228



EXHIBIT "B"

Leases covering communitized area covering the E/2 of Section 22, Township 23 South, Range 32 East and E/2 of Section 27, Township 23 South, Range 32 East N.M.P.M., Lea County, New Mexico.

Operator of Communitized Area: COG Operating LLC

TRACT 1:

Lease Serial No.:	NMNM-088163
Lease Date:	March 1, 1992
Lease Term:	Five (5) Years
Recordation:	Unrecorded
Lessor:	State of New Mexico
Original Lessee:	Strata Production Company
Current Lessee:	COG Operating LLC
Description:	Insofar and only insofar as said lease covers: <u>Township 23 South, Range 32 East</u> Section 22: E2 Lea County, New Mexico
Number of Acres:	320.00
Royalty Rate:	12.50%
WI Owners Names & Interests:	COG Operating LLC
ORRI Owners:	100.000000% Of Record.

TRACT 2:

Lease Serial No.:	NMLC-063228
Lease Date:	June 1, 1951
Lease Term:	Five (5) Years
Recordation:	Unrecorded
Lessor:	United States of America
Original Lessee:	ConocoPhillips Company
Current Lessee:	ConocoPhillips Company
Description:	Insofar and only insofar as said lease covers: <u>Township 23 South, Range 32 East</u> Section 27: E2 Lea County, New Mexico
Number of Acres:	320.00
Royalty Rate:	12.50%
WI Owners Names & Interests:	ConocoPhillips Company
ORRI Owners:	100.000000% Of Record.

RECAPITULATION

TRACT NUMBER	NUMBER OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
1	320.00	50.0000%
2	320.00	50.0000%
TOTAL	640.00	100.0000%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st day of November, 2024**, 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 23 South, Range 32 East, N.M.P.M.

Section 22: E2

Section 27: E2

Lea County, New Mexico

Containing **640.00** acres, and this agreement shall include only the **Wolfcamp** formation underlying said lands and oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **COG Operating LLC, As Operator, 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.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 1/2 percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal Lease.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as

to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **November 1, 2024**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1)to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

OPERATOR:
COG OPERATING LLC

Date: 11-11-24

By:

Ryan D. Owen
Attorney-in-fact

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The instrument was acknowledged before me on November 11, 2024, by Ryan D. Owen, as attorney-in-fact of **COG Operating LLC**, a Delaware limited liability company, on behalf of said limited liability company.

W. Jonay
NOTARY PUBLIC in and for the State of

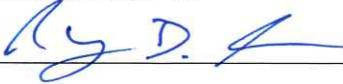
NOTARY PUBLIC in (and for) the State of Texas



WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date: 11-11-24 By:

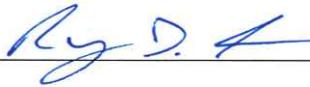
COG OPERATING LLC


Ryan D. Owen
Attorney-in-fact

*m m
s m*

Date: 11-11-24 By:

CONOCOPHILLIPS COMPANY


Ryan D. Owen
Attorney-in-fact

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ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

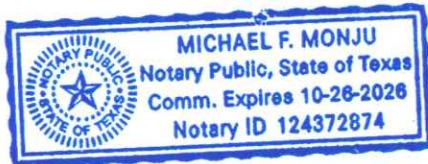
The instrument was acknowledged before me on November 11, 2024, by Ryan D. Owen, as attorney-in-fact of **COG OPERATING LLC**, a Delaware limited liability company, on behalf of said limited liability company.




NOTARY PUBLIC in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

The instrument was acknowledged before me on November 11, 2024, by Ryan D. Owen, as attorney-in-fact of **CONOCOPHILLIPS COMPANY**, a Delaware corporation, on behalf of said limited liability company.




NOTARY PUBLIC in and for the State of Texas

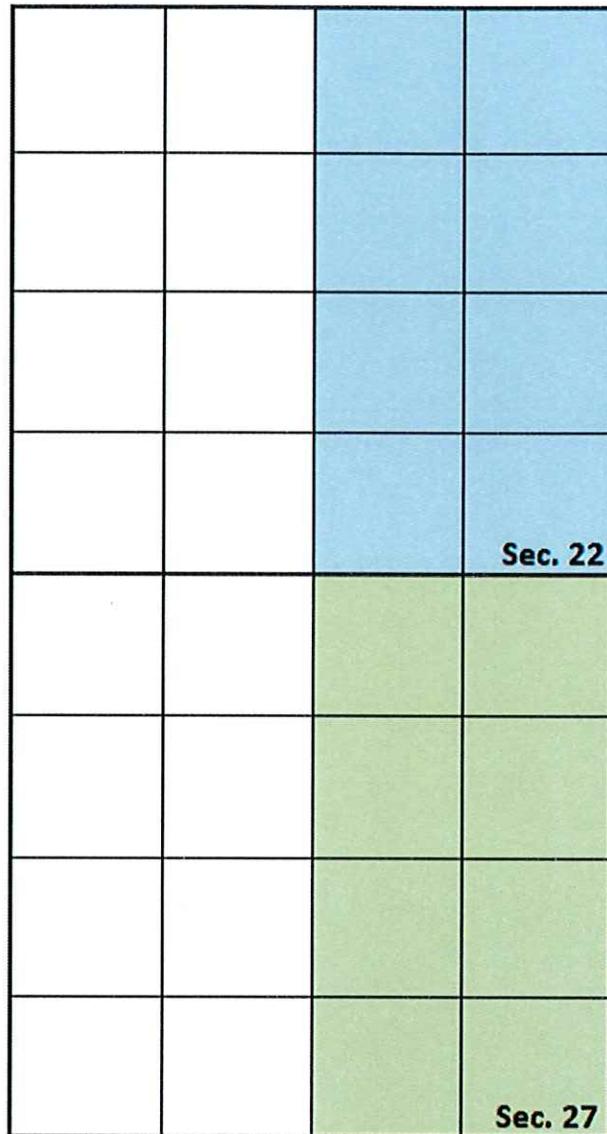
EXHIBIT "A"

Plat of communitized area covering **640.00** acres in E/2 of Section 22, Township 23 South, Range 32 East and E/2 of Section 27, Township 23 South, Range 32 East N.M.P.M., Lea County, New Mexico.

Tract 1:

Sec 22: E2

NMNM-088163

**Tract 2:**

Sec 27: E2

NMLC-063228



EXHIBIT "B"

Leases covering communitized area covering the E/2 of Section 22, Township 23 South, Range 32 East and E/2 of Section 27, Township 23 South, Range 32 East N.M.P.M., Lea County, New Mexico.

Operator of Communitized Area: COG Operating LLC

TRACT 1:

Lease Serial No.:	NMMN-088163
Lease Date:	March 1, 1992
Lease Term:	Five (5) Years
Recordation:	Unrecorded
Lessor:	State of New Mexico
Original Lessee:	Strata Production Company
Current Lessee:	COG Operating LLC
Description:	Insofar and only insofar as said lease covers: <u>Township 23 South, Range 32 East</u> Section 22: E2 Lea County, New Mexico
Number of Acres:	320.00
Royalty Rate:	12.50%
WI Owners Names & Interests:	COG Operating LLC
ORRI Owners:	100.000000% Of Record.

TRACT 2:

Lease Serial No.:	NMLC-063228
Lease Date:	June 1, 1951
Lease Term:	Five (5) Years
Recordation:	Unrecorded
Lessor:	United States of America
Original Lessee:	ConocoPhillips Company
Current Lessee:	ConocoPhillips Company
Description:	Insofar and only insofar as said lease covers: <u>Township 23 South, Range 32 East</u> Section 27: E2 Lea County, New Mexico
Number of Acres:	320.00
Royalty Rate:	12.50%
WI Owners Names & Interests:	ConocoPhillips Company
ORRI Owners:	100.000000% Of Record.

RECAPITULATION

TRACT NUMBER	NUMBER OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
1	320.00	50.0000%
2	320.00	50.0000%
TOTAL	640.00	100.0000%

ConocoPhillips
COG Operating LLC

AGREEMENT SUMMARY FOR APPROVAL / EXECUTION / SET UP

FROM: Jennifer Lujano 
DATE: 11/7/2024

PLEASE APPROVE AND ROUTE:

LANDMAN: Michael Monju
LAND LEAD: Sean Miller
LEGAL: n/a
LAND MANAGER: Ryan Owen
VICE-PRESIDENT: n/a

Please Sign Below

RDO

DATE: 11/7/24
DATE: 11/7/24
DATE: 11/11/24
DATE: 11/11/24

ASSET TEAM: Delaware Basin NM East
COUNTY/STATE: Lea/NM
PROSPECT NAME/NC: Lea 2232 / AA17144AH

COG WI: 100.000000%
COG NRI: 81.500000%

CONTRACT NAME: AVION FED COM E2 BS-FED CA

TYPE: FED CA

REFERENCE:

DATE: 11/1/2024
EFFECTIVE: 11/1/2024
EXPIRATION: FED: Shall remain in force and effect for the period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities.

FIRST PARTY: COG Operating LLC - as "Operator"
SECOND PARTY: ConocoPhillips Company

DESCRIPTION:

Township 23 South, Range 32 East, N.M.P.M.
Section 22: E2
Section 27: E2
Lea County, New Mexico
640.00 Acres
Bone Spring Formation

GENERAL OBLIGATIONS:

LANDMAN: Use this form to brief agreement prior to approval and execution. Complete and deliver along with original document to management for approval and execution. The original executed document, together with the completed summary sheet should be delivered to Property Maintenance for further analysis, data entry, Imaging and filing in records center.

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st day of November, 2024**, 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 23 South, Range 32 East, N.M.P.M.

Section 22: E2

Section 27: E2

Lea County, New Mexico

Containing **640.00** acres, and this agreement shall include only the **Bone Spring** formation underlying said lands and oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **COG Operating LLC, As Operator, 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.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal Lease.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as

to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **November 1, 2024**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2- year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1)to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

OPERATOR:
COG OPERATING LLC

Date: 11-11-24

By: W. J. F.

Ryan D. Owen
Attorney-in-fact

Mr M
son

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The instrument was acknowledged before me on November 11, 2024, by Ryan D. Owen, as attorney-in-fact of **COG Operating LLC**, a Delaware limited liability company, on behalf of said limited liability company.

Mark May
NOTARY PUBLIC in and for the State of Texas



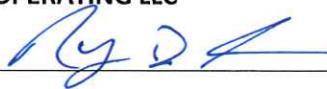
WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date:

11-11-24

By:

COG OPERATING LLC



Ryan D. Owen
Attorney-in-fact

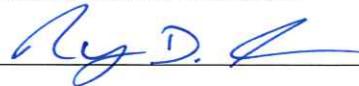



Date:

11-11-24

By:

CONOCOPHILLIPS COMPANY



Ryan D. Owen
Attorney-in-fact




ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The instrument was acknowledged before me on November 11, 2024, by Ryan D. Owen, as attorney-in-fact of **COG OPERATING LLC**, a Delaware limited liability company, on behalf of said limited liability company.



STATE OF TEXAS §
§
COUNTY OF MIDLAND §

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M. F. Monju
NOTARY PUBLIC in and for the State of Texas

M. F. Monju
NOTARY PUBLIC in and for the State of Texas

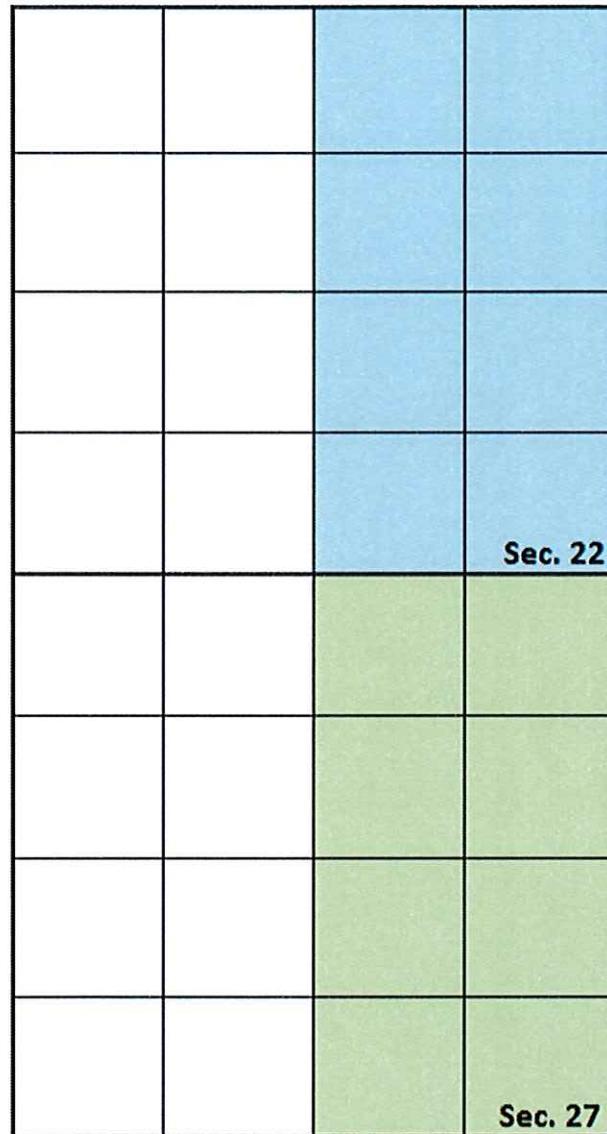
EXHIBIT "A"

Plat of communized area covering **640.00** acres in E/2 of Section 22, Township 23 South, Range 32 East and E/2 of Section 27, Township 23 South, Range 32 East N.M.P.M., Lea County, New Mexico.

Tract 1:

Sec 22: E2

NMNM-088163

**Tract 2:**

Sec 27: E2

NMLC-063228



EXHIBIT "B"

Leases covering communized area covering the E/2 of Section 22, Township 23 South, Range 32 East and E/2 of Section 27, Township 23 South, Range 32 East N.M.P.M., Lea County, New Mexico.

Operator of Communized Area: COG Operating LLC

TRACT 1:

Lease Serial No.:	NMMN-088163
Lease Date:	March 1, 1992
Lease Term:	Five (5) Years
Recordation:	Unrecorded
Lessor:	State of New Mexico
Original Lessee:	Strata Production Company
Current Lessee:	COG Operating LLC
Description:	Insofar and only insofar as said lease covers: <u>Township 23 South, Range 32 East</u> Section 22: E2 Lea County, New Mexico
Number of Acres:	320.00
Royalty Rate:	12.50%
WI Owners Names & Interests:	COG Operating LLC
ORRI Owners:	100.000000% Of Record.

TRACT 2:

Lease Serial No.:	NMLC-063228
Lease Date:	June 1, 1951
Lease Term:	Five (5) Years
Recordation:	Unrecorded
Lessor:	United States of America
Original Lessee:	ConocoPhillips Company
Current Lessee:	ConocoPhillips Company
Description:	Insofar and only insofar as said lease covers: <u>Township 23 South, Range 32 East</u> Section 27: E2 Lea County, New Mexico
Number of Acres:	320.00
Royalty Rate:	12.50%
WI Owners Names & Interests:	ConocoPhillips Company
ORRI Owners:	100.000000% Of Record.

RECAPITULATION

TRACT NUMBER	NUMBER OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
1	320.00	50.0000%
2	320.00	50.0000%
TOTAL	640.00	100.0000%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st day of November, 2024**, 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 23 South, Range 32 East, N.M.P.M.

Section 22: E2

Section 27: E2

Lea County, New Mexico

Containing **640.00** acres, and this agreement shall include only the **Bone Spring** formation underlying said lands and oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **COG Operating LLC, As Operator, 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.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 1/2 percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal Lease.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as

to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **November 1, 2024**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2- year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1)to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

OPERATOR:
COG OPERATING LLC

Date: 11-11-24

By: Ryan D. Owen
Ryan D. Owen
Attorney-in-fact

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The instrument was acknowledged before me on November 11, 2024, by Ryan D. Owen, as attorney-in-fact of **COG Operating LLC**, a Delaware limited liability company, on behalf of said limited liability company.

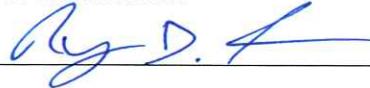


NOTARY PUBLIC in and for the State of Texas

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date: 11-11-24 By:

COG OPERATING LLC

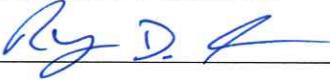


Ryan D. Owen
Attorney-in-fact



Date: 11-11-24 By:

CONOCOPHILLIPS COMPANY



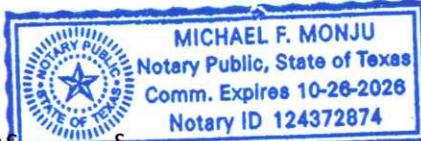
Ryan D. Owen
Attorney-in-fact



ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

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STATE OF TEXAS §
§
COUNTY OF MIDLAND §

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Michael F. Monju
NOTARY PUBLIC in and for the State of Texas

Michael F. Monju
NOTARY PUBLIC in and for the State of Texas

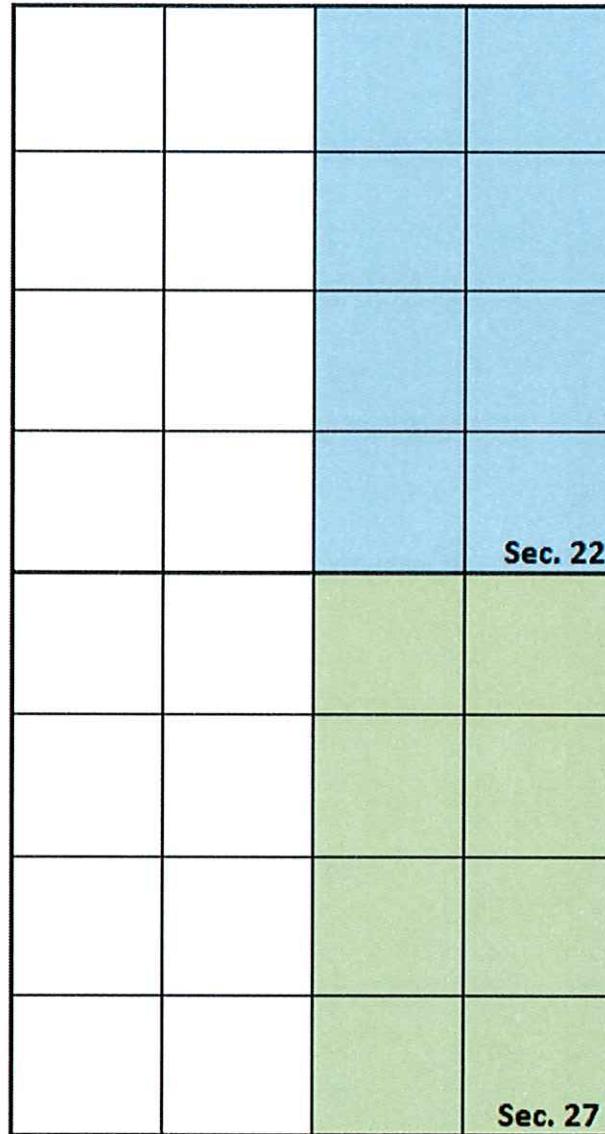
EXHIBIT "A"

Plat of communitized area covering **640.00** acres in E/2 of Section 22, Township 23 South, Range 32 East and E/2 of Section 27, Township 23 South, Range 32 East N.M.P.M., Lea County, New Mexico.

Tract 1:

Sec 22: E2

NMNM-088163

**Tract 2:**

Sec 27: E2

NMLC-063228



EXHIBIT "B"

Leases covering communitized area covering the E/2 of Section 22, Township 23 South, Range 32 East and E/2 of Section 27, Township 23 South, Range 32 East N.M.P.M., Lea County, New Mexico.

Operator of Communitized Area: COG Operating LLC

TRACT 1:

Lease Serial No.:	NMNM-088163
Lease Date:	March 1, 1992
Lease Term:	Five (5) Years
Recordation:	Unrecorded
Lessor:	State of New Mexico
Original Lessee:	Strata Production Company
Current Lessee:	COG Operating LLC
Description:	Insofar and only insofar as said lease covers: <u>Township 23 South, Range 32 East</u> Section 22: E2 Lea County, New Mexico
Number of Acres:	320.00
Royalty Rate:	12.50%
WI Owners Names & Interests:	COG Operating LLC
ORRI Owners:	100.000000% Of Record.

TRACT 2:

Lease Serial No.:	NMLC-063228
Lease Date:	June 1, 1951
Lease Term:	Five (5) Years
Recordation:	Unrecorded
Lessor:	United States of America
Original Lessee:	ConocoPhillips Company
Current Lessee:	ConocoPhillips Company
Description:	Insofar and only insofar as said lease covers: <u>Township 23 South, Range 32 East</u> Section 27: E2 Lea County, New Mexico
Number of Acres:	320.00
Royalty Rate:	12.50%
WI Owners Names & Interests:	ConocoPhillips Company
ORRI Owners:	100.000000% Of Record.

RECAPITULATION

TRACT NUMBER	NUMBER OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
1	320.00	50.0000%
2	320.00	50.0000%
TOTAL	640.00	100.0000%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st day of November, 2024**, 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 23 South, Range 32 East, N.M.P.M.

Section 22: E2

Section 27: E2

Lea County, New Mexico

Containing **640.00** acres, and this agreement shall include only the **Bone Spring** formation underlying said lands and oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **COG Operating LLC, As Operator, 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 communityized 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 communityized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communityized 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.

If the communityized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 1/2 percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communityized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communityized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communityized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communityized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communityized substances ceases within the communityized area and the Communityization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communityized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal Lease.

6. The royalties payable on communityized substances allocated to the individual leases comprising the communityized 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 communityization agreement to which such lease may be committed, and separately as

to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **November 1, 2024**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2- year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1)to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

OPERATOR:
COG OPERATING LLC

Date: 11-11-24

By:

Ryan D. Owen
Attorney-in-fact

Mr. M.
500

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The instrument was acknowledged before me on November 11, 2024, by Ryan D. Owen, as attorney-in-fact of **COG Operating LLC**, a Delaware limited liability company, on behalf of said limited liability company. Ryan D. Owen



NOTARY PUBLIC in and for the State of Texas

AVION FED COM E2 BS-CA

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date: 11-11-24 By:

COG OPERATING LLC



Ryan D. Owen
Attorney-in-fact




Date: 11-11-24 By:

CONOCOPHILLIPS COMPANY



Ryan D. Owen
Attorney-in-fact




ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

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A handwritten signature in blue ink that appears to read "M. F. Monju".

NOTARY PUBLIC in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

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A handwritten signature in blue ink that appears to read "M. F. Monju".

NOTARY PUBLIC in and for the State of Texas



EXHIBIT "A"

Plat of communized area covering **640.00** acres in E/2 of Section 22, Township 23 South, Range 32 East and E/2 of Section 27, Township 23 South, Range 32 East N.M.P.M., Lea County, New Mexico.

Tract 1:
Sec 22: E2
NMNM-088163



Tract 2:
Sec 27: E2
NMLC-063228

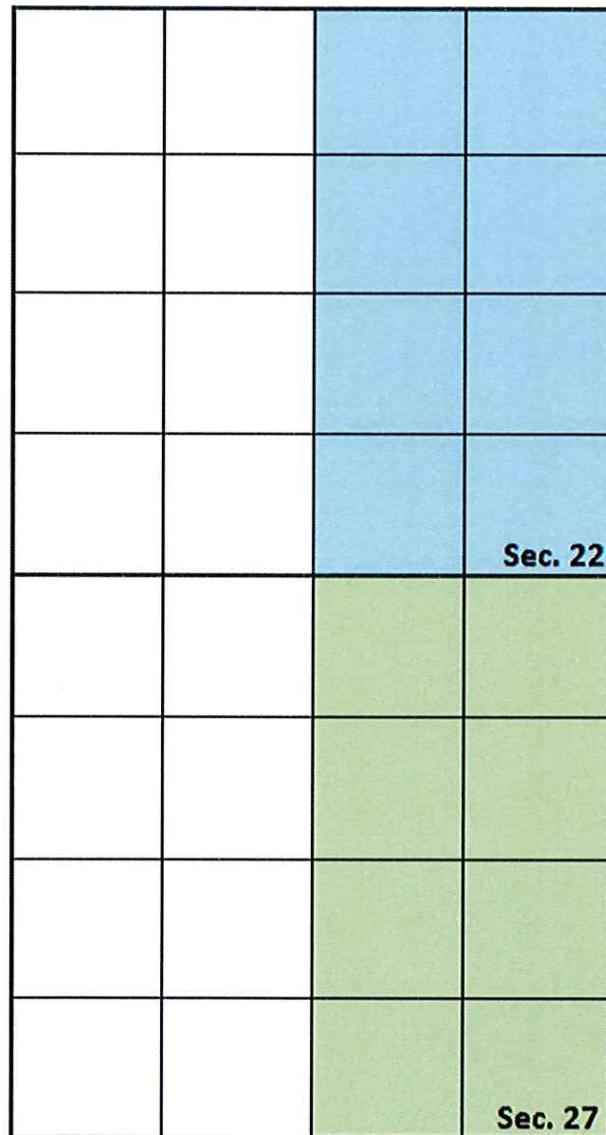


EXHIBIT "B"

Leases covering communitized area covering the E/2 of Section 22, Township 23 South, Range 32 East and E/2 of Section 27, Township 23 South, Range 32 East N.M.P.M., Lea County, New Mexico.

Operator of Communitized Area: COG Operating LLC

TRACT 1:

Lease Serial No.:	NMNM-088163
Lease Date:	March 1, 1992
Lease Term:	Five (5) Years
Recordation:	Unrecorded
Lessor:	State of New Mexico
Original Lessee:	Strata Production Company
Current Lessee:	COG Operating LLC
Description:	Insofar and only insofar as said lease covers: <u>Township 23 South, Range 32 East</u> Section 22: E2 Lea County, New Mexico
Number of Acres:	320.00
Royalty Rate:	12.50%
WI Owners Names & Interests:	COG Operating LLC
ORRI Owners:	100.000000% Of Record.

TRACT 2:

Lease Serial No.:	NMLC-063228
Lease Date:	June 1, 1951
Lease Term:	Five (5) Years
Recordation:	Unrecorded
Lessor:	United States of America
Original Lessee:	ConocoPhillips Company
Current Lessee:	ConocoPhillips Company
Description:	Insofar and only insofar as said lease covers: <u>Township 23 South, Range 32 East</u> Section 27: E2 Lea County, New Mexico
Number of Acres:	320.00
Royalty Rate:	12.50%
WI Owners Names & Interests:	ConocoPhillips Company
ORRI Owners:	100.000000% Of Record.

RECAPITULATION

TRACT NUMBER	NUMBER OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
1	320.00	50.0000%
2	320.00	50.0000%
TOTAL	640.00	100.0000%

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June 2, 2025, 10:55 am

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

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

ORDER NO. PLC-1062

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 as described 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. 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.
4. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
5. Applicant certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
6. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10 C.(4)(g) NMAC.
7. Applicant submitted or intends to submit one or more proposed communitization agreement(s) (“Proposed Agreement(s)”) to the BLM or NMSLO, as applicable, identifying the acreage of each lease to be consolidated into a single pooled area (“CA Pooled Area”), as described in Exhibit A.

CONCLUSIONS OF LAW

8. 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.

9. 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.
10. 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.
11. 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.
12. 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.
13. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10 C.(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
14. 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 as described in Exhibit A.

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

2. This Order supersedes Order OLM-219.
3. For each CA Pooled Area described in Exhibit A, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil and gas production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit a Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the CA Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingling application to OCD to conform this Order with the approved Agreement(s) if the formation or dedicated lands are modified or if a

modification is made that will affect this Order. If Applicant fails to submit the new surface commingling application or OCD denies the new surface commingling application, this Order shall terminate on the date of such action.

Applicant shall allocate the oil and gas production to each lease within a CA Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the CA Pooled Area until the Proposed Agreement which includes the CA Pooled Area is approved. After the Proposed Agreement is approved, the oil and gas production from the CA Pooled Area shall be allocated as required by the BLM's or NMSLO's, as applicable, approval of the Agreement, including any production that had been allocated previously in accordance with this Order.

4. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
5. 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.
6. 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.
7. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10 C.(2) NMAC.
8. 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.
9. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10 C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
10. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.

11. 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).
12. 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**

Albert Chang

**ALBERT C. S. CHANG
DIRECTOR**

DATE: 12/10/2025

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-1062

Operator: COG Operating, LLC (229137)

Central Tank Battery: Avion Federal 22 B Central Tank Battery

Central Tank Battery Location: UL B, Section 22, Township 23 South, Range 32 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 22, Township 23 South, Range 32 East

Pools

Pool Name	Pool Code
DIAMONDTAIL;BONE SPRING	17644
WC-025 G-08 S243217P;UPR WOLFCAMP	98248

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Bone Spring NMNM (139003)	E2E2	22-23S-32E
	E2E2	27-23S-32E
PROPOSED CA Wolfcamp NMNM	E2	22-23S-32E
	E2	27-23S-32E
PROPOSED CA Bone Spring NMNM	E2	22-23S-32E
	E2	27-23S-32E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-53790	AVION FEDERAL COM #501H	E2	22-23S-32E	17644
		E2	27-23S-32E	
30-025-53791	AVION FEDERAL COM #502H	E2	22-23S-32E	17644
		E2	27-23S-32E	
30-025-53792	AVION FEDERAL COM #503H	E2	22-23S-32E	17644
		E2	27-23S-32E	
30-025-53594	AVION FEDERAL COM #701H	E2	22-23S-32E	98248
		E2	27-23S-32E	
30-025-53595	AVION FEDERAL COM #702H	E2	22-23S-32E	98248
		E2	27-23S-32E	
30-025-53795	AVION FEDERAL COM #703H	E2	22-23S-32E	98248
		E2	27-23S-32E	
30-025-53796	AVION FEDERAL COM #704H	E2	22-23S-32E	98248
		E2	27-23S-32E	
30-025-44736	AVION FEDERAL COM #301H	E2E2	22-23S-32E	17644
		E2E2	27-23S-32E	

Sante Fe Main Office
Phone: (505) 476-3441

General Information
Phone: (505) 629-6116

Online Phone Directory
<https://www.emnrd.nm.gov/ocd/contact-us>

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

CONDITIONS

Action 468809

CONDITIONS

Operator: COG OPERATING LLC 600 W Illinois Ave Midland, TX 79701	OGRID: 229137
	Action Number: 468809
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
sarah.clelland	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please email us at OCD.Engineer@emnrd.nm.gov.	12/12/2025