

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

**APPLICATION OF MRC PERMIAN COMPANY
AND MATADOR PRODUCTION COMPANY FOR
RESCISSION OF API NOS. ASSIGNED TO TWO
APPLICATIONS FOR PERMIT TO DRILL ISSUED
TO TAP ROCK OPERATING, LLC,
LEA COUNTY, NEW MEXICO**

Case No. _____

MOTION FOR AN EMERGENCY ORDER

MRC Permian Company and Matador Production Company (collectively, “Matador”), pursuant to NMAC 19.15.2.11, have applied to the Division for an order rescinding API Nos. for Tap Rock Operating Company’s (“Tap Rock”) Coonskin Fee #111H (API No. 30-025-49260) and Coonskin Fee #112H (API No. 30-025-49261), which if not rescinded could lead to 160 acres of land leased by Matador being stranded and undeveloped. **A copy of the application for rescission filed with the Division is attached to this motion as Exhibit A, and is incorporated herein by reference.**

1. Matador’s Application details the reasons why rescission of Tap Rock’s permits is appropriate and why time is of the essence. In short, rescission will prevent Tap Rock from drilling the wells pending the resolution of ongoing contested force pooling applications regarding this acreage that long-existed before Tap Rock filed its applications for its drilling permits.

2. If Tap Rock were to drill its two wells, it would eliminate one of the only two options to prevent the extreme waste that would be caused by Matador’s 160 acres being stranded.

3. Tap Rock advised today that it apparently has a rig en route to location and plans to spud tonight or tomorrow.

4. Accordingly, unless an emergency order is granted very soon, Tap Rock may commence its wells. Therefore, Matador requests an emergency order rescinding API Nos. for Tap Rock's Coonskin Fee #111H (API No. 30-025-49260) and Coonskin Fee #112H (API No. 30-025-49261), pending the resolution of the contested force pooling cases.

5. The granting of this motion is in the interests of conservation, the prevention of waste, and the protection of correlative rights.

WHEREFORE, Matador requests that the Division enter an emergency order rescinding the API Nos. for Tap Rock's Coonskin Fee #111H (API No. 30-025-49260) and Coonskin Fee #112H (API No. 30-025-49261, and granting such further relief as the Division deems proper.

Respectfully submitted,

/s/ Kyle Perkins

Kyle Perkins
Matador Production Company
Vice President and Assistant General Counsel
5400 LBJ Fwy, Suite 1500
Dallas, Texas 75240
(972) 371-5202
kperkins@matadorresources.com

CERTIFICATE OF SERVICE

I hereby certify that on August 11, 2021, this pleading will be served via email to the following:

Attorneys for Tap Rock Resources, LLC

Sharon T. Shaheen

John F. McIntyre

sshaheen@montand.com

jmcintyre@montand.com

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/s/ Kyle Perkins

**STATE OF NEW MEXICO
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**APPLICATION OF MRC PERMIAN COMPANY
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Case No. _____

APPLICATION

MRC Permian Company and Matador Production Company (collectively, "Matador") apply for an order temporarily rescinding Tap Rock Operating, LLC's ("Tap Rock") recently-approved API Nos. for two applications for permit to drill (API 30-025-49260 and API 30-025-49261), until the Division has had an opportunity to rule on Matador's pending force pooling applications involving the same acreage.

1. As explained further below, Matador has pending force pooling applications for the only two viable development plans that would ensure its 160 acres would not be stranded. Tap Rock recently obtained two drilling permits for its competing spacing units that, if drilled, would eliminate one of those two options. A map showing Tap Rock's spacing units for its two drilling permits and Matador's overlapping development (Matador's Case Nos. 21631 and 21632) is attached as **Exhibit A**.

2. Under the circumstances described below, Matador requests that the status quo be maintained and that Tap Rock's API Nos. be rescinded to prevent drilling until the Division has had an opportunity to decide the various competing issues in these cases.

3. A status conference is currently set for September 9 on Matador's force pooling cases that compete with Tap Rock's drilling permits, and Matador is agreeable to setting its cases for hearing as soon as possible following the September 9 scheduling conference to minimize any potential delay.

4. In support of its application, Matador states:

Matador Requests to Maintain the Status Quo Pending Contested Pooling Cases

1. Matador owns 100% of the working interest in the SW/4 of Section 33, Township 24 South, Range 35 East, Lea County, New Mexico. Currently, Tap Rock has proposed 1.5-mile stand-up development directly north of Matador's acreage and COG Operating, LLC ("Concho") has a contract area for 2-mile stand-up development directly south of Matador's acreage. If both Concho and Tap Rock developed the Bone Spring in that manner, it would completely strand Matador's acreage because development using lay-down laterals is not a viable orientation in this area. A map showing the current stranding of Matador's 160 acres is attached as **Exhibit B**.

2. Matador and Tap Rock had been set for hearing on August 20 on their competing development plans. *See* Second Amended Pre-Hearing Order entered in Case Nos. 21609, 21610, 21631, and 21632. Shortly before the hearing, on July 29, Tap Rock applied for the drilling permits for the two wells under its competing pooling applications—Tap Rock's Coonskin Fee #111H (API No. 30-025-49260) and Coonskin Fee #112H (API No. 30-025-49261). In its permit application, Tap Rock indicated an expected spud date of September 1. Tap Rock's two permits were approved on July 30.

3. On August 9, Tap Rock indicated that it had "begun drilling the proposed wells" and "commenced drilling operations...and expended an immense amount of capital to that effect." *See* Tap Rock's Motion to Dismiss Matador's Case Nos. 21621 and 21632, at pg. 2; Tap Rock's

Response to Matador's Motion to Vacate the Second Amended Pre-Hearing Order in Case Nos. 21621 and 21632, at pg. 2.

4. The next day, on August 10, Matador asked Tap Rock to clarify whether Tap Rock had spud the wells and had a rig on location currently drilling. Despite multiple requests, Tap Rock did not respond that day.

5. Today, Tap Rock advised that it had not spud the wells, does not have a rig on location, but allegedly has rigs en route to location. Accordingly, Matador files this Application requesting Tap Rock's API Nos. be rescinded to prevent it from drilling the wells and to maintain the status quo until the Division can decide the various pending issues in these force pooling cases.

Force Pooling History in an Effort to Prevent Extreme Waste

6. The history of the force pooling proceedings in these cases shows what Matador has said all along—Matador's focus is simply to ensure its 160 acres is not stranded. Matador is agreeable to discussing having Tap Rock operate Matador's acreage in 2-mile development from the north; Matador is equally agreeable to discussing having Concho operate Matador's acreage in 2.5-mile development from the south. But, as Matador has been unable to secure an agreement from either Tap Rock or Concho to include its acreage, Matador has taken the necessary steps to ensure its acreage is not stranded by operating its acreage and the Division's intervention is required.

7. Initially, Matador and Concho had planned to include Matador's acreage in 2-mile development comprising the W/2 of Sections 28 and 33, as reflected in Matador's Case Nos. 21631-21632 and Concho's now-dismissed Case Nos. 21654-21655.

8. Matador and Concho had coordinated significantly regarding this 2-mile development, as reflected in the attached Letter Agreement between them, dated February 10,

2021. **Exhibit C.** At that time, Matador and Concho would have owned 75% of the working interest in their proposed 2-mile units. Matador and Concho both filed for pooling while they determined who would operate—both sets of cases competed with Tap Rock’s proposed 1.5-mile development in Case Nos. 21609 and 21610. Based on the combined 75% working interest and longer laterals, among other things, Matador felt comfortable with its chances that the Matador/Concho applications would ultimately prevail and Matador’s acreage would be developed.

9. Subsequently, however, Concho traded its acreage under that planned two-mile development to Tap Rock in a recent assignment filed on July 8, 2021. **Exhibit D.** The recent assignment changed the dynamics because now Matador’s working interest in support of its 2-mile applications against Tap Rock was reduced to 25%, admittedly making it a closer case for the Division to decide if viewed in isolation.

10. To protect against the chances of being stranded, shortly after Tap Rock closed its transaction with Concho, Matador proposed an alternative 2.5-mile development coming from the south in the event Matador did not prevail in its competing cases against Tap Rock. Matador’s two alternative development plans to prevent stranding are depicted on **Exhibit E.** Matador’s alternative 2.5-mile development is reflected in Matador’s Case Nos. 22110 and 22111. However, Matador’s working interest in that alternative unit is 20%, so it too is a closer case for the Division to decide if viewed in isolation.

11. But neither development plan should be viewed in isolation because doing so could inadvertently lead to a result where Matador’s 160 acres is stranded, causing an extreme amount of waste and destroying Matador’s correlative rights. By filing both of the only two alternative development plans that do not strand Matador’s acreage and having them set for hearing together,

this allows the Division to see the entire picture of this four-mile development and decide an outcome that does not result in this waste.

Matador's Position is No Surprise to Tap Rock

12. Tap Rock initially had a 25% working interest in Matador's proposed 2-mile development. Matador's and Tap Rock's competing force pooling cases regarding this acreage (Case Nos. 21609, 21610, 21631, and 21632) were on file and a Pre-Hearing Order entered long before Tap Rock acquired its additional working interest in July 2021. Accordingly, Tap Rock has been aware there is a pending dispute regarding operatorship of this acreage.

13. In addition, Matador understands that Tap Rock had received a copy of Matador's letter agreement with Concho regarding the 2-mile development of this acreage, entered February 10, 2021, before closing on its transaction with Concho. *See Exhibit C.* Having acquired Concho's acreage that was subject to that letter agreement, it is Matador's position that Tap Rock should be bound to honor it.

14. Notably, the letter agreement would have prevented Concho from pursuing the same 1.5-mile development that Tap seeks now involving Concho's then-acreage:

"The Parties agree they shall not commence drilling a well on the Lands in the event said APDs are approved until a mutually-agreeable joint operating agreement is executed by the Parties or an Order from the NMOCD compulsory pooling such portion of the Lands is issued."

See Exhibit C at ¶ 6.

15. Matador recognizes that it is not the responsibility of the Division to determine and making rulings on the effect of this letter agreement and its application to Tap Rock. However, because Matador understands Tap Rock knew of the letter agreement (and certainly knew of the pending contested force pooling cases) before acquiring its additional working interest, it should

be of no surprise to Tap Rock that Matador's position is that this acreage should not be drilled until the competing issues are ruled on by the Division.

Tap Rock's API Nos. Should be Temporarily Suspended

12. For the foregoing reasons, and in order to prevent the drilling of Tap Rock's Coonskin Fee #111H (API No. 30-025-49260) and Coonskin Fee #112H (API No. 30-025-49261), the API Nos. for those wells should be rescinded pending resolution of the pooling applications. Thus, the granting of this application is in the interests of conservation, the protection of correlative rights, and the prevention of waste.

WHEREFORE, applicant requests that the Division enter an order rescinding the API Nos. for Tap Rock's Coonskin Fee #111H (API No. 30-025-49260) and Coonskin Fee #112H (API No. 30-025-49261), and granting such further relief as the Division deems proper.

Respectfully submitted,

/s/ Kyle Perkins

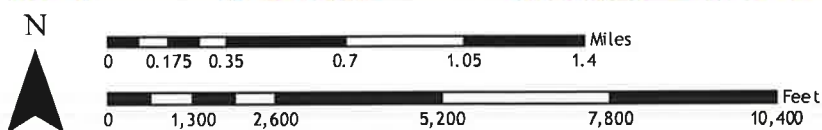
Kyle Perkins
Matador Production Company
Vice President and Assistant General Counsel
5400 LBJ Fwy, Suite 1500
Dallas, Texas 75240
(972) 371-5202
kperkins@matadorresources.com

EXHIBIT A

The map displays a complex network of oil and gas leases in the Quail Ranch area. Key features include:

- Lease Units and Owners:** Various lease units are shown, including 'Marathon Oil', 'Accelerate Res et al', 'COG Op', 'U.S.', 'Quail Ranch', 'D. Hartman', 'New Mexico Ten, Ltd (S)', 'Yates Pet, et al', 'U.S. M.I.', 'John D. Crowley, et al', and 'Matador Resources Company'.
- Production Data:** Production data is provided for several units, such as 'COG Op 1-1-2025 134,886 \$3,300.00' and 'COG Op 1-1-2020 132,948 \$10,000.00'.
- Geographic Features:** The map shows the layout of the Quail Ranch, including the 'Quail Ranch' and 'Quail Ranch' areas.
- Infrastructure:** Infrastructure like 'BHL' (Borehole) and 'COG' (Casing) are marked on the map.
- Legal and Regulatory Information:** The map includes legal and regulatory information, such as 'U.S. M.I.' and 'New Mexico Ten, Ltd (S)'.

A red rectangle highlights a specific area of interest, likely related to the 'Matador's proposed unit' and 'Tap Rock's proposed unit' mentioned in the caption.



Date: 8/11/2021

EXHIBIT B

Legend:

- Federal Lease NMNM 138894
- COG Existing Contract Area
- Tap Rock Proposed Spacing Unit

Map Labels:

- Geographic Features:** Chaves, Lea, Eddy, Culberson, Loving, Winkler, New Mexico, Texas.
- Leases and Owners:** Quail Ranch, D J Schurz, Featherstone, Viking Helmet, MRC Permian, Yates Petroleum, US MI, New Mexico Ten Ltd (S), Chevron, Top Rock, Matador's 160 acres - would be stranded.
- Well Names and Numbers:** 24H, 25H, 26H, 27H, 28H, 29H, 30H, 31H, 32H, 33H, 34H, 35H, 36H, 37H, 38H, 39H, 40H, 41H, 42H, 43H, 44H, 45H, 46H, 47H, 48H, 49H, 50H, 51H, 52H, 53H, 54H, 55H, 56H, 57H, 58H, 59H, 60H, 61H, 62H, 63H, 64H, 65H, 66H, 67H, 68H, 69H, 70H, 71H, 72H, 73H, 74H, 75H, 76H, 77H, 78H, 79H, 80H, 81H, 82H, 83H, 84H, 85H, 86H, 87H, 88H, 89H, 90H, 91H, 92H, 93H, 94H, 95H, 96H, 97H, 98H, 99H, 100H.

Scale: 0, 1,735, 3,470, 6,940 Feet

Matador Resources Company

Southeast New Mexico

Map Prepared by: agree
Project: Forced Pooling
Date: 8/3/202
Coordinate System:

EXHIBIT C



February 10, 2021

MRC Permian Company
Attn: Mr. Trey Goodwin
5400 LBJ Freeway, Suite 1500
Dallas, TX 75240

Re: Letter Agreement
APD Filing Consent Waiver-T24S-R35E, W2 of Section 28 and 33 ("Lands")
Lea County, New Mexico

Dear Mr. Goodwin:

This Letter Agreement (this "Agreement") dated and made effective February 10, 2021, sets forth the terms and conditions for which COG Operating LLC ("COG") and MRC Permian Company ("MRC") are willing to grant reciprocal waivers where COG owns an interest in the Lands and where MRC does not, and where MRC owns an interest in the Lands, and COG does not for the sole purpose of filing APDs subject to the following terms and conditions set forth below. COG and MRC when jointly referred to herein shall be known as the "Parties" to this Agreement, and each individually as a "Party".

In furtherance of this mutual understanding and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The Parties hereby consent to each other filing APDs subject to the conditions and limitations set forth herein.
2. The time frame for APDs to be filed under the reciprocal waivers granted herein by either Party shall be no later than the earlier of (i) the date that the hearing is held before the New Mexico Oil Conservation Division in the competing force pooling applications regarding the Lands in Case Nos. 21609, 21610, 21654, 21655, 21631, and 21632, or such subsequently assigned Case Numbers; or (ii) one year from the date of this Agreement. In the event, said APDs are not filed by said date, the Parties reciprocal consent granted within this Agreement will be hereby rescinded and terminate.
3. APDs shall be located only to the W2 of Sections 28 and 33, T24S-R35E, Lea County New Mexico, and only for depths in the First and Second Bone Spring benches within the Bone Spring Formation ("the Lands").
4. Neither Party is waiving herein any arguments, rights, claims, or positions with respect to any pending compulsory pooling applications at the New Mexico Oil Conservation Division regarding the Lands, and nothing herein shall obligate either Party to file any APDs.
5. This Agreement shall not prevent either Party from all or in part trading, selling, assigning, or any other disposition method of its interest in the Lands.
6. The Parties agree they shall not commence drilling a well on the Lands in the event said APDs are approved until a mutually-agreeable joint operating agreement is executed by the Parties or an Order from the NMOCD compulsory pooling such portion of the Lands is issued.

P F

Page

This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties; however, this Agreement shall not be binding until signed by all parties.

If the above correctly reflects your understanding of our Agreement, then please so indicate by signing in the space below, returning one (1) executed copy of this letter to the attention of the undersigned. If this Agreement is not signed and returned by February 12, 2021 by 5 P.M. CST, this Agreement shall ipso facto terminate.

If you have any questions, contact Sean Johnson at SJohnson@concho.com.

Very truly,



Sean Johnson
Land Manager-Delaware Basin East
COG Operating LLC

AGREED AND ACCEPTED this 10th day of February but effective as of the Effective Date.

COG Operating LLC

By: 

Name: Sean Johnson

Title: Attorney-In-Fact

AGREED AND ACCEPTED this 12th day of FEBRUARY but effective as of the Effective Date.

MRC Permian Company

By: Jon Filbert ^{JF}

Name: JON FILBERT ^{TG}
_{KAR}

Title: SENIOR VICE PRESIDENT - LAND

EXHIBIT D

LEA COUNTY, NM
 KEITH MANES, COUNTY CLERK
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 BY ANGIE BEAUCHAMP

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF NEW MEXICO §
 §
 COUNTY OF LEA §

KNOW ALL MEN BY THESE PRESENTS:

This Assignment of Oil and Gas Lease (this "Assignment"), effective as of February 1, 2021 at 12:01 a.m., CST, (the "Effective Time"), is executed and delivered by **COG Operating LLC**, a Delaware limited liability company, whose address is One Concho Center, 600 West Illinois, Midland, Texas 79701 (collectively "Assignor") to **Tap Rock Resources, LLC**, a Delaware limited liability company, whose address is 602 Park Point Drive, Suite 200, Golden, Colorado 80401 ("Assignee").

Assignor, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged by Assignor, does hereby GRANT, BARGAIN, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Assignee all of Assignor's right, title, and interest in and to the following assets and properties (collectively, the "Concho Assets"):

- i. the oil, gas, and mineral leases described on **Exhibit "A-1"**, limited to the lands and depths described on **Exhibit "A-1"**, together with any and all leasehold interests associated with or derived from such leases, and any amendments, extensions, acreage designations, ratifications, and/or partial releases (of record) affecting such leases, whether or not such instruments are described on said Exhibit, together with all interest derived from such leases in or to any pools or units that include any lands covered by any such leases or all or a part of any such leases, and all tenements, hereditaments, and appurtenances belonging to such leases and such pooled areas or units (the "Concho Leases," whether one or more);
- ii. all Hydrocarbons produced from and/or attributable to the Concho Leases produced after the Effective Time and the proceeds thereof;
- iii. all contracts, agreements, or instruments by which any of the Concho Assets are bound or subject, or that directly relate to or are otherwise directly applicable to any of the Concho Assets, that are either of record or are listed on **Exhibit "A-1"**, only to the extent primarily applicable to the Concho Assets rather than Assignor's other properties;
- iv. all valid and subsisting easements, permits, licenses, servitudes, rights-of-way, surface leases, and other surface rights and estates that directly relate to or are otherwise directly applicable to any of the Concho Assets, in each case only to the extent primarily applicable to the Concho Assets rather than Assignor's other properties; and
- v. originals or copies (in Assignor's discretion, and whether in electronic or digital format) of all of Assignor's lease files, title files, abstracts and title opinions, title reports, title curative materials, contract files, land surveys and maps, correspondence, and all other records relating primarily to any Concho Assets (collectively, the "Concho Records").

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BY ANGIE BEAUCHAMP

SAVE AND EXCEPT, and there is hereby excluded from the Concho Assets, and COG shall retain and own all of COG's right, title, and interest in and to the following (collectively, the "Concho Excluded Assets");

- (1) the wellbores specifically described in Exhibit "A-2" (and all associated equipment, materials, pipelines, flowlines, and facilities whether or not described on Exhibit "A-2") and all Hydrocarbons produced from or attributable thereto, whether before or after the Effective Time (the "Concho Excluded Wells");
- (2) sufficient rights in the Concho Leases to produce the Concho Excluded Wells under the applicable rules of the Railroad Commission of Texas, and to operate, maintain, and plug and abandon the Concho Excluded Wells;
- (3) all contracts, agreements, or instruments by which the Concho Excluded Wells are bound or subject, or that directly relate to or are otherwise directly applicable to the Concho Excluded Wells, whether of record or listed on Exhibit "A-1", to the extent primarily applicable to the Concho Excluded Wells, including those listed on Exhibit "A-2";
- (4) equal and concurrent access to the surface of the lands covered by the Concho Leases, in accordance with the terms of those leases and applicable Law, for ingress and egress to operate, maintain, and plug and abandon the Concho Excluded Wells, and to perform other functions reasonably necessary in connection therewith;
- (5) any other assets described on Exhibit "A-2"; and
- (6) Concho's Excluded Records.

TO HAVE AND TO HOLD all and singular the Concho Assets, together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and its respective successors and assigns forever.

Assignor does hereby agree to warrant and forever defend title to the Concho Assets to the Agreement, unto Assignee and its respective successors and assigns against each and every person claiming the same or any part thereof by, through or under Assignor, but not otherwise.

This Assignment is made subject to that Exchange Agreement, effective February 1, 2021, by and between Assignor, Assignee, and COG Production LLC (the "EA"). Capitalized terms used in this Assignment that are not otherwise defined herein shall have the respective meanings given to them in the EA. To the extent the terms of the EA are inconsistent with the terms of this Assignment; the terms of the EA shall prevail; *provided, however*, this Assignment may be relied upon for all purposes without further recourse or reference to the EA with respect to the conveyance and transfer of title to the Concho Assets. Assignor and Assignee agree (a) to furnish upon request to each other such further information, (b) to execute, acknowledge, and deliver to each other such other documents, and (c) to do such other acts and things, all as the other may reasonably request for the purpose of carrying out the intent of this Assignment, the EA, or both.

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BY ANGIE BEAUCHAMP

Exhibits "A-1" and "A-2" to this Assignment are hereby incorporated by reference and constitutes a part of this Assignment.

Assignee assumes and agrees to timely pay, perform, and discharge all duties, obligations, and liabilities relating to the Concho Assets attributable to periods after the Effective Time, subject to certain exceptions as provided in the EA, and to indemnify Assignor with respect thereto, as more fully provided in the EA.

This Assignment is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect of the Concho Assets or any part thereof.

This Assignment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed an original, and all such counterparts shall together constitute the same Assignment.

The relationship of the Parties with respect to the contemplated transactions shall be governed by the laws of the State of Texas without regard to conflicts of laws principles. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS ASSIGNMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT.

ANY PROCEEDING A) SEEKING A TEMPORARY OR PRELIMINARY INJUNCTION TO ENFORCE ANY PROVISION OF, OR B) BASED ON ANY RIGHT ARISING OUT OF OR IN ANY WAY RELATING TO, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, MUST BE BROUGHT IN THE COURTS OF THE STATE OF TEXAS, COUNTY OF MIDLAND, OR, IF IT HAS OR CAN ACQUIRE JURISDICTION, IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS (MIDLAND DIVISION), AND EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS) FOR SUCH LIMITED PURPOSE IN ANY SUCH PROCEEDING AND WAIVES ANY OBJECTION TO VENUE LAID THEREIN FOR SUCH LIMITED PURPOSE.

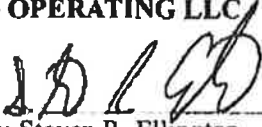
[Signature and Acknowledgment Pages Follow]

LEA COUNTY, NM
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BY ANGIE BEAUCHAMP

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the dates set forth in their respective acknowledgments, to be effective as of the Effective Time.

ASSIGNOR:

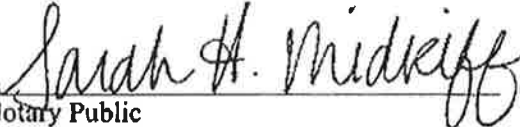
COG OPERATING LLC

By: 
Name: Steven R. Ellington
Its: Attorney-in-fact

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 1st day of July, 2021, by Steven R. Ellington, Attorney-in-fact of COG OPERATING LLC, a Delaware limited liability company, on behalf of said company.

My Commission Expires:
5.14.2021


Notary Public



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BY ANGIE BEAUCHAMP

ASSIGNEE:


TAP ROCK RESOURCES, LLC

By:  ^{MF}
Name: Clayton Sporich
Title: Executive Vice President, Land & Legal

STATE OF COLORADO §
 §
COUNTY OF JEFFERSON §

The foregoing instrument was acknowledged before me this 1st day of July, 2021, by Clayton Sporich, as Executive Vice President, Land & Legal of Tap Rock Resources, LLC, a Delaware limited liability company, on behalf of said company.

My Commission Expires:
10-24-2021


Notary Public

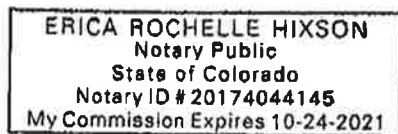


EXHIBIT "A-1"
CONCHO ASSETS
 Attached to that Assignment of Oil and Gas Lease, effective February 1, 2021, by and among COG Operating LLC and Tap Rock Resources, LLC.

Lessor:
 IN SO FAR AND ONLY IN SO FAR as the Lessee covers the lands and depicts described below

COG Lease Number	Lessor	Lessee	Legal Description	County	State	Lease Date	Exp. Date	Book Number	Page Number	Depth
NLEAD204000001	DONALD E HARTMAN	ROBERT E LANDRETH	SEC 28 W2, T24S, R35E	LEA	NM	3/22/2010	3/22/2020	1673	761	LIMITED TO THE 1ST AND 2ND BONE SPRING SAND FORMATION

Marketing Contracts:

1. That certain Gas Purchase Agreement dated effective April 1, 2016, by and between COG Operating LLC ("Supplier") and Versado Gas Processors, L.L.C. ("Company") acting by and through Targa Midstream Services LLC, as its operator, as amended from time to time
2. That certain Amended and Restated Water Gathering and Disposal Agreement dated effective June 11, 2020, by and between Solbris Midstream DB-NM, LLC ("Seller"), COG Operating LLC, COG Production LLC, Concho Oil & Gas LLC, and COG Acquire LP herein collectively as "Producer"

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EXHIBIT "A-2"
CONCHO EXCLUDED ASSETS
 Attached to that Assignment of Oil and Gas Lease, effective February 1, 2021, by and among COG Operating LLC and Tap Rock Resources, LLC.

FULLY EXCLUDED:

Infrastructure & Facilities:	
Name	Description
Lea County, New Mexico	
COONSKIN FEE 28C CTB	103.374522° W, 32.193781° N
COONSKIN FEE 28D CTB	103.377887° W, 32.19556° N
FASCINATOR CTB & COONSKIN FEE CTB 10' POLY LINE	
All right, title and interest in and to any property, real and personal, related to the ownership and operation of the water line	
All additionally associated electrical equipment relating to any of the Concho Excluded Assets	

Wells:	Well	API	Operator	County	State
	COONSKIN FEE 25H	30025436830000	COG OPERATING, LLC	LEA	NM
	COONSKIN FEE 601H	30025450490000	COG OPERATING, LLC	LEA	NM
	COONSKIN FEE 701H	30025450520000	COG OPERATING, LLC	LEA	NM
	COONSKIN FEE 602H	30025450500000	COG OPERATING, LLC	LEA	NM
	COONSKIN FEE 702H	30025450530000	COG OPERATING, LLC	LEA	NM
	COONSKIN FEE 603H	30025450510000	COG OPERATING, LLC	LEA	NM
	COONSKIN FEE 28H	30025450480000	COG OPERATING, LLC	LEA	NM

Surface Agreements:

COG Number	Grantor	Grantee	Document Type	Effective Date	County, State	Book Number	Page Number
NLEAR0225000	DION E. HARTMAN	COG OPERATING LLC	Easement	2/9/2015	LEA, NM	N/A	N/A
NLEAR0228000	DION E. HARTMAN	COG OPERATING LLC	Easement	8/28/2015	LEA, NM	1980	922
NLEAR0402000	DION E. HARTMAN	COG OPERATING LLC	Easement	8/31/2017	LEA, NM	2123	545
NLEAR0507000	DION E. HARTMAN	COG OPERATING LLC	Easement	8/21/2018	LEA, NM	2144	666
NLEAR0682000	DION E. HARTMAN	COG OPERATING LLC	Pipeline ROW	7/30/2020	LEA, NM	N/A	N/A

Contracts:

COG Contract Number	Contract Description	Legal	County	State	Agreement Date	Book Number	Page Number
NMLEA717008C	OPERATING AGREEMENT DATED MAY 1 2017, BY AND BETWEEN COG OPERATING LLC AND TAP ROCK RESOURCES, LLC	SEC 28, W2, T24S, R35E	LEA	NM	5/1/2017	N/A	N/A

PARTIALLY EXCLUDED:

Each of the following is being partially retained to the extent (and only to the extent) that it relates to lands and depths not described in the "Legal Description" and "Depths" columns in Exhibit A-1:

Leases:	COG Lease Number	Lessor	Lessee	County	State	Lease Date	Book Number	Page Number
	NLEA0264000001	DONALD E. HARTMAN	ROBERT E. LANDRETH	LEA	NM	3/22/2010	1673	781

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 BY ANGIE BEAUCHAMP

EXHIBIT E

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