

Tomahawk Fed Contract Area:



Township 24 South - Range 28 East

Section 17: All Section 29: All Section 18: All Section 30: All Section 19: E2 Section 31: All Section 20: All Section 32: All

Eddy County, New Mexico

Containing 4803.16 acres, more or less

BLM Option 1 - Initial Participation Area:



BLM Option 2 – Preferred Rapid Development Participation Area/Expansion Area:



Pursuant to the Tomahawk Federal Exploratory Unit Agreement, upon satisfaction of initial wells being drilled in both, the Northern BLM Option 1 Initial Participation Area, and the Expansion Area, the Initial Participation Area will then be ordered by the Bureau of Land Management to be combined forming the full Tomahawk Federal Exploratory Unit.

Sase No. 20659 Exhibit No. 1
Submitted by:
COG OPERATING LLC
Hearing Date: August 23, 2019

This is the Model Form for an onshore unit agreement as found in 43 CFR 3186, with modifications currently being used.

UNIT AGREEMENT FOR DEVELOPMENT AND OPERATION OF THE TOMAHAWK UNIT AREA COUNTY OF EDDY STATE OF NEW MEXICO NO. NMNM 140216X

THIS AGREEMENT, entered into as of the 1st day of July, 2019, by and between the parties subscribing, ratifying or consenting hereto, and herein referred to as the "parties hereto,"

WITNESSETH:

WHEREAS, the parties hereto are the owners of working, royalty or other oil and gas interests in the unit area subject to this agreement; and

WHEREAS, THE Mineral Leasing Act of February 25, 1920, 41 Stat. 437, as amended, 30 U.S.C. Sec. 181 et seq., authorizes Federal lessees and their representatives to unite with each other, or jointly or separately with others, in collectively adopting and operating under a unit plan of development or operation of any oil or gas pool, field, or like area, or any part thereof for the purpose of more properly conserving the natural resources thereof whenever determined and certified by the Secretary of the Interior to be necessary or advisable in the public interest; and

WHEREAS, the parties hereto hold sufficient interests in the TOMAHAWK Unit Area covering the land hereinafter described to give reasonably effective control of operations therein; and

WHEREAS, it is the purpose of the parties hereto to conserve natural resources, prevent waste, and secure other benefits obtainable through development and operation of the area subject to this agreement under the terms, conditions, and limitations herein set forth;

NOW, THEREFORE, in consideration of the premises and the promises herein contained, the parties hereto commit to this agreement their respective interests in the below-defined unit area, and agree severally among themselves as follows:

25, 1920, as amended, supra, and all valid pertinent regulations including operating and unit plan regulations and State of New Mexico leases and rules and regulations, heretofore issued thereunder or valid, pertinent and reasonable regulations hereafter issued thereunder are accepted and made a part of this agreement as to Federal and State of New Mexico lands, provided such regulations are not inconsistent with the terms of this agreement; and as to non-Federal lands, the

oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations, not inconsistent with the terms hereof or the laws of the State in which the non-Federal land is located, are hereby accepted and made a part of this agreement.

2. UNIT AREA. The area specified on the map attached hereto marked Exhibit "A" is hereby designated and recognized as constituting the unit area, containing 4803.16 acres, more or less.

Exhibit "A" shows, in addition to the boundary of the unit area, the boundaries and identity of tracts and leases in said area to the extent known to the Unit Operator. Exhibit "B" attached hereto is a schedule showing to the extent known to the Unit Operator, the acreage, percentage, and kind of ownership of oil and gas interests in all lands in the unit area. However, nothing herein or in Exhibits "A" or "B" shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in the Exhibits as owned by such party. Exhibits "A" and "B" shall be revised by the Unit Operator whenever changes in the unit area or in the ownership interests in the individual tracts render such revision necessary, or when requested by the Authorized Officer, hereinafter referred to as "AO", or requested by the Commissioner of Public Lands of the State of New Mexico, hereinafter referred to as "Land Commissioner", and not less than four (4) copies of the revised Exhibits shall be filed with the proper Bureau of Land Management office, and one (1) copy thereof shall be filed with the Land Commissioner, and one (1) copy with the New Mexico Oil Conservation Division of the Energy and Minerals Department, hereinafter referred to as "Division".

The above-described unit area shall when practicable be expanded to include therein any additional lands or shall be contracted to exclude lands whenever such expansion or contraction is deemed to be necessary or advisable to conform with the purposes of this agreement. Such expansion or contraction shall be effected in the following manner:

- (a) Unit Operator, on its own motion (after preliminary concurrence by the AO), or on demand of the AO or the Land Commissioner, shall prepare a notice of proposed expansion or contraction describing the contemplated changes in the boundaries of the unit area, the reasons therefore, any plans for additional drilling, and the proposed effective date of the expansion or contraction, preferably the first day of a month subsequent to the date of notice.
- (b) Said notice shall be delivered to the proper BLM office, the Land Commissioner, and the Division, and copies thereof mailed to the last known address of each working interest owner, lessee and lessor whose interests are affected, advising that 30 days will be allowed for submission to the Unit Operator of any objections.
- (c) Upon expiration of the 30-day period provided in the preceding item (b) hereof, Unit Operator shall file with the AO, the Land Commissioner, and the Division, evidence of mailing of the notice of expansion or contraction and a copy of any objections thereto which have been filed with the Unit Operator, together with an application in triplicate, for approval of such expansion or contraction and with appropriate joinders.
 - (d) After due consideration of all pertinent information, the expansion or contraction

shall, upon approval by the AO, the Land Commissioner, and the Division, become effective as of the date prescribed in the notice thereof or such other appropriate date.

(e) All legal subdivisions of lands (i.e., 40 acres by Government survey or its nearest lot or tract equivalent; in instances of irregular surveys, unusually large lots or tracts shall be considered in multiples of 40 acres or the nearest aliquot equivalent thereof), no parts of which are in or entitled to be in a participating area (as defined in Section 11) on or before the fifth anniversary of the effective date of the first initial participating area established under this unit agreement, shall be eliminated automatically from this agreement, effective of said fifth anniversary, and such lands shall no longer be a part of the unit area and shall no longer be subject to this agreement, unless diligent drilling operations under an approved plan of development are in progress on unitized lands not entitled to participation on said fifth anniversary, in which event all such lands shall remain subject hereto for so long as such drilling operations are continued diligently, with not more than 90-days time elapsing between the completion of one such well and the commencement of the next such well. All legal subdivisions of lands not entitled to be in a participating area within 10 years after the effective date of the first initial participating area approved under this agreement shall be automatically eliminated from this agreement as of said tenth anniversary. The Unit Operator shall, within 90 days after the effective date of any elimination hereunder, describe the area so eliminated to the satisfaction of the AO and promptly notify all parties in interest. All lands reasonably proved productive of unitized substances in paying quantities and developed to the satisfaction of the AO by diligent drilling operations under an approved plan of development after the aforesaid five-year period shall become participating in the same manner as during said first five-year period. However, when such diligent drilling operations cease, all nonparticipating lands not then entitled to be in a participating area shall be automatically eliminated effective as of the 91st day thereafter.

Any expansion of the unit area pursuant to this section which embraces lands theretofore eliminated pursuant to this subsection 2(e) shall not be considered automatic commitment or recommitment of such lands. If conditions warrant extension of the 10-year period specified in this subsection, a single extension of not to exceed two years may be accomplished by consent of the owners of 90 percent of the working interest in the current nonparticipating unitized lands and the owners of 60 percent of the basic royalty interests (exclusive of the basic royalty interests of the United States) in nonparticipating unitized lands with approval of the AO and the Land Commissioner, provided such extension application is submitted not later than 60 days prior to the expiration of said 10-year period.

3. UNITIZED LAND AND UNITIZED SUBSTANCES. All land now or hereafter committed to this agreement shall constitute land referred to herein as "unitized land" or "land subject to this agreement." All oil and gas in the Wolfcamp formation of the unitized lands, defined as the stratigraphic equivalent of the top of the Wolfcamp formation at a measured depth of 9,285' beneath the surface to the base of the Wolfcamp formation at a measured depth of 10,853' beneath the surface as seen on the gamma ray log in the High Brass Fee #1 (API: 30-015-33952), located in Section 20, Township 24 South, Range 28 East, Eddy County, New Mexico, are unitized under the terms of this agreement and herein are called "unitized substances."; provided, however, that it is the specific intent of the parties hereto not to cause or

effectuate any horizontal segregation of any Federal or State lease committed hereto as a consequence of the aforementioned depth limitations of the unitized land.

- 4. UNIT OPERATOR. COG Operating LLC is hereby designated as Unit Operator and by signature hereto as Unit Operator agrees and consents to accept the duties and obligations of Unit Operator for the discovery, development, and production of unitized substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interest in unitized substances, and the term "working interest owner" when used herein shall include or refer to Unit Operator as the owner of a working interest only when such an interest is owned by it.
- 5. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time prior to the establishment of a participating area or areas hereunder, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and terminate Unit Operator's rights as such for a period of six months after notice of intention to resign has been served by Unit Operator on all working interest owners and the AO, Land Commissioner, and Division, and until all wells then drilled hereunder are placed in a satisfactory condition for suspension or abandonment, whichever is required by the AO as to Federal lands and the Division as to State and fee lands, unless a new Unit Operator shall have been selected and approved and shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

Unit Operator shall have the right to resign in like manner and subject to like limitations as above provided at any time after a participating area established hereunder is in existence, but in all instances of resignation or removal, until a successor Unit Operator is selected and approved as hereinafter provided, the working interest owners shall be jointly responsible for performance of the duties of unit Operator, and shall not later than 30 days before such resignation or removal becomes effective appoint a common agent to represent them in any action to be taken hereunder.

The resignation of Unit Operator shall not release the Unit Operator from any liability for any default by it hereunder occurring prior to the effective date of its resignation.

The Unit Operator may, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by the same percentage vote of the owners of working interests as herein provided for the selection of a new Unit Operator. Such removal shall be effective upon notice thereof to the AO and the Land Commissioner.

The resignation or removal of Unit Operator under this agreement shall not terminate its right, title, or interest as the owner of working interest or other interest in unitized substances, but upon the resignation or removal of Unit Operator becoming effective, such Unit Operator shall deliver possession of all wells, equipment, materials, and appurtenances used in conducting the unit operations to the new duly qualified successor Unit Operator or to the common agent, if no such new Unit Operator is selected to be used for the purpose of conducting unit operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equipment, or

appurtenances needed for the preservation of any wells.

- 6. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender his or its resignation as Unit Operator or shall be removed as hereinabove provided, or a change of Unit Operator is negotiated by working interest owners, the owners of the working interests according to their respective acreage interests in all unitized land shall, pursuant to Approval of the Parties requirements of the unit operating agreement, select a successor Unit Operator. Such selection shall not become effective until:
- (a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and
 - (b) the selection shall have been approved by the AO.

If no successor Unit Operator is selected and qualified as herein provided, the AO and the Land Commissioner at his election may declare this unit agreement terminated.

- 7. ACCOUNTING PROVISIONS AND UNIT OPERATION AGREEMENT. If the Unit Operator is not the sole owner of working interests, costs and expenses incurred by Unit Operator in conducting unit operations hereunder shall be paid and apportioned among and borne by the owners of working interests, all in accordance with the agreement or agreements entered into by and between the Unit Operator and the owners of working interests, whether one or more, separately or collectively. Any agreement or agreements entered into between the working interest owners and the Unit Operator as provided in this section, whether one or more, are herein referred to as the "unit operating agreement." Such unit operating agreement shall also provide the manner in which the working interest owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases, or other independent contracts, and such other rights and obligations as between Unit Operator and the working interest owners as may be agreed upon by Unit Operator and the working interest owners; however, no such unit operating agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the Unit Operator of any right or obligation established under this agreement, and in case of any inconsistency or conflict between this agreement and the unit operating agreement, this agreement shall govern. Two (2) copies of the unit operating agreement, executed pursuant to this section shall be filed in the proper BLM office and one (1) true copy with the Land Commissioner prior to approval of this unit agreement prior to approval of this unit agreement.
- 8. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR. Except as otherwise specifically provided herein, the exclusive right, privilege and duty of exercising any and all rights of the parties hereto which are necessary or convenient for prospecting for, producing, storing, allocating, and distributing the unitized substances are hereby delegated to and shall be exercised by the Unit Operator as herein provided. Acceptable evidence of title to said rights shall be deposited with Unit Operator and, together with this agreement, shall constitute and define the rights, privileges and obligations of Unit Operator. Nothing herein, however, shall be construed to transfer title to any land or to any lease or operating agreement, it being understood

that under this agreement the Unit Operator, in its capacity as Unit Operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.

9. DRILLING TO DISCOVERY. Within six months after the effective date hereof, the Unit Operator shall commence to drill a horizontal test well at a location approved by the AO if on Federal lands, or by Land Commissioner if on State land, or by the Division if on Fee, unless on such effective date a well is being drilled in conformity with the terms hereof, and thereafter continue such drilling diligently until the Wolfcamp formation has been tested with at least a 1-mile horizontal well which can be produced in paying quantities (to wit: quantities sufficient to repay the costs of drilling, completing, and producing operations, with a reasonable profit) or the Unit Operator shall at any time establish to the satisfaction of the AO and Land Commissioner, that further drilling of said well would be unwarranted or impracticable. Until the discovery of unitized substances capable of being produced in paying quantities, the Unit Operator shall continue drilling one well at a time, allowing not more than six months between the completion of one well and the commencement of drilling operations for the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of the AO if on Federal lands and Land Commissioner or until it is reasonably proved that the unitized land is incapable of producing unitized substances in paying quantities in the formation drilled hereunder. Nothing in this section shall be deemed to limit the right of the Unit Operator to resign as provided in Section 5, hereof, or as requiring Unit Operator to commence or continue any drilling during the period pending such resignation becoming effective in order to comply with the requirements of this section.

The AO and the Land Commissioner may modify any of the drilling requirements of this section by granting reasonable extensions of time when, in their opinion, such action is warranted.

Until the establishment of a participating area, the failure to commence a well subsequent to the drilling of the initial obligation well, or in the case of multiple well requirements, if specified, subsequent to the drilling of those multiple wells, as provided for in this (these) section(s), within the time allowed including any extension of time granted by the AO and the Land Commissioner, shall cause this agreement to terminate automatically. Upon failure to continue drilling diligently any well other than the obligation well(s) commenced hereunder, the AO and the Land Commissioner may, after 15 days notice to the Unit Operator, declare this unit agreement terminated. Failure to commence drilling the initial obligation well, or the first of multiple obligation wells, on time and to drill it diligently shall result in the unit agreement approval being declared invalid ab initio by the AO. In the case of multiple well requirements, failure to commence drilling the required multiple wells beyond the first well, and to drill them diligently, may result in the unit agreement approval being declared invalid ab initio by the AO and Land Commissioner.

10. PLAN OF FURTHER DEVELOPMENT AND OPERATION. Within six months after completion of a well capable of producing unitized substances in paying quantities, the Unit Operator shall submit for the approval of the AO, the Land Commissioner, and Division, an acceptable plan of development and operation for the unitized land which, when approved by the AO, Land Commissioner and Division, shall satisfy the AO, Land Commissioner, and Division, and constitute the further drilling and development obligations of

the Unit Operator under this agreement for a period of twelve (12) months. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for the approval of the AO, Land Commissioner, and Division, a plan for an additional twelve (12) month period for the development and operation of the unitized land. Subsequent plans should normally be filed on a calendar-year basis not later than March 1 of each year. Any proposed modification or addition to the existing plan should be filed as a supplement to the plan.

Any plan submitted pursuant to this section shall provide for the timely exploration of the unitized area, and for the diligent drilling necessary for determination of the area or areas capable of producing unitized substances in paying quantities in each and every productive formation. This plan shall be as complete and adequate as the AO, Land Commissioner, and Division, may determine to be necessary for timely development and proper conservation of the oil and gas resources in the unitized area and shall:

- (a) Specify the number and locations of any wells to be drilled and the proposed order and time for such drilling; and
 - (b) Provide a summary of operations and production for the previous year.

Plans shall be modified or supplemented when necessary to meet changed conditions or to protect the interests of all parties to this agreement. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of development and operation. The AO is authorized to grant a reasonable extension of the six-month period herein prescribed for submission of the initial plan of development and operation where such action is justified because of unusual conditions or circumstances.

After completion of a well capable of producing unitized substances in paying quantities, no further wells, except such as may be necessary to afford protection against operations not under this agreement and such as may be specifically approved by the AO, shall be drilled except in accordance with an approved plan of development and operation.

Notwithstanding anything in this unit agreement to the contrary, except Section 25 of the Unit Agreement, UNAVOIDABLE DELAY, a total of four (4) wells shall be drilled in the unit as a whole pursuant to approved plans of development within 12 months of the effective date hereof. The (4) wells being, (2) wells to be drilled at legal locations in Sections 17 and 18 of T24S-R28E and (2) wells to be drilled at legal locations in Sections 31 and 32 of T24S-T28E.

Unit Operator intends to drill such four (4) wells, subject to the requirements of this Section 10 with not more than six-months' time elapsing between the end of drilling of the first well and the commencement of drilling operations for each subsequent well. Regardless of whether a discovery has been made in any well drilled under this provision, all initial wells must be drilled in compliance with the above specified formation or depth requirements in order to meet the dictates of this section.

It is agreed by the Unit Operator that the four (4) initial wells here represent the minimum number of wells for the AO and Land Commissioner to approve the initial participating area

proposed by the Unit Operator. Failure to complete the above-described well program within the 12-month timeframe shall cause the AO to exclude from the initial participating area those 40-acre subdivisions of the public land survey that have not reasonably been proven productive and revise the initial participating area accordingly as determined by the AO, with the date of such revision taking effect at the end of the 12-month timeframe.

11. PARTICIPATION AFTER DISCOVERY. Upon completion of a well capable of producing unitized substances in paying quantities, or as soon thereafter as required by the AO, the Unit Operator shall submit for approval by the AO, a schedule, based on subdivision of the public land survey or aliquot parts thereof, of all land then regarded as reasonably proved to be productive of unitized substances in paying quantities. These lands shall constitute a participating area on approval of the AO, effective as of the date of completion of such well or the effective date of this unit agreement, whichever is later. The acreages of both Federal and non-Federal lands shall be based upon appropriate computations from the courses and distances shown on the last approved public land survey as of the effective date of each initial participating area. The schedule shall also set forth the percentage of unitized substances to be allocated, as provided in Section 12, to each committed tract in the participating area so established, and shall govern the allocation of production commencing with the effective date of the participating area. A different participating area shall be established for each separate pool or deposit of unitized substances or for any group thereof which is produced as a single pool or zone, and any two or more participating areas so established may be combined into one, on approval of the AO. When production from two or more participating areas is subsequently found to be from a common pool or deposit, the participating areas shall be combined into one, effective as of such appropriate date as may be approved or prescribed by the AO. The participating area or areas so established shall be revised from time to time, subject to the approval of the AO, to include additional lands then regarded as reasonably proved to be productive of unitized substances in paying quantities or which are necessary for unit operations, or to exclude lands then regarded as not reasonably proved to be productive of unitized substances in paying quantities, and the schedule of allocation percentages shall be revised accordingly. The effective date of any revision shall be the first of the month in which the knowledge or information is obtained on which such revision is predicated; provided however, that a more appropriate effective date may be used if justified by Unit Operator and approved by the AO. No land shall be excluded from a participating area on account of depletion of its unitized substances, except that any participating area established under the provisions of this unit agreement shall terminate automatically whenever all completions in the formation on which the participating area is based are abandoned.

It is the intent of this section that a participating area shall represent the area known or reasonably proved to be productive of unitized substances in paying quantities or which are necessary for unit operations; but, regardless of any revision of the participating area, nothing herein contained shall be construed as requiring any retroactive adjustment for production obtained prior to the effective date of the revision of the participating area.

In the absence of agreement at any time between the Unit Operator and the AO as to the proper definition or redefinition of a participating area, or until a participating area has, or areas have, been established, the portion of all payments affected thereby shall, except royalty due the

United States and the State of New Mexico, be impounded in a manner mutually acceptable to the owners of committed working interests. Royalties due the United States and the State of New Mexico shall be determined by the AO and State and the amount thereof shall be deposited, as directed by the AO and State, until a participating area is finally approved and then adjusted in accordance with a determination of the sum due as Federal or State royalty on the basis of such approved participating area.

Whenever it is determined, subject to the approval of the AO, that a well drilled under this agreement is not capable of production of unitized substances in paying quantities and inclusion in a participating area of the land on which it is situated is unwarranted, production from such well shall, for the purpose of settlement among all parties other than working interest owners, be allocated to the land on which the well is located, unless such land is already within the participating area established for the pool or deposit from which such production is obtained. Settlement for working interest benefits from such a nonpaying unit well shall be made as provided in the unit operating agreement.

12. ALLOCATION OF PRODUCTION. All unitized substances produced from a participating area established under this agreement, except any part thereof used in conformity with good operating practices within the unitized area for drilling, operating and other production or development purposes, for repressuring or recycling in accordance with a plan of development and operations that has been approved by the AO, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of unitized land and unleased Federal or State land, if any, included in the participating area established for such production. Each such tract shall have allocated to it such percentage of said production as the number of acres of such tract included in said participating area bears to the total acres of unitized land and unleased Federal or State land, if any, included in said participating area. There shall be allocated to the working interest owner(s) of each tract of unitized land in said participating area, in addition, such percentage of the production attributable to the unleased Federal and State land within the participating area as the number of acres of such unitized tract included in said participating area bears to the total acres of unitized land in said participating area, for the payment of the compensatory royalty specified in Section 17 of this agreement. Allocation of production hereunder for purposes other than for settlement of the royalty, overriding royalty, or payment out of production obligations of the respective working interest owners, including compensatory royalty obligations under Section 17, shall be prescribed as set forth in the unit operating agreement or as otherwise mutually agreed by the affected parties. It is hereby agreed that production of unitized substances from a participating area shall be allocated as provided herein, regardless of whether any wells are drilled on any particular part or tract of the participating area. If any gas produced from one participating area is used for repressuring or recycling purposes in another participating area, the first gas withdrawn from the latter participating area for sale during the life of this agreement, shall be considered to be the gas so transferred, until an amount equal to that transferred shall be so produced for sale and such gas shall be allocated to the participating area from which initially produced as such area was defined at the time that such transferred gas was finally produced and sold.

FORMATIONS. Any operator may with the approval of the AO, at such party's sole risk, costs, and expense, drill a well on the unitized land to test any formation provided the well is outside any participating area established for that formation, unless within 90 days of receipt of notice from said party of his intention to drill the well, the Unit Operator elects and commences to drill the well in a like manner as other wells are drilled by the Unit Operator under this agreement.

If any well drilled under this section by a non-unit operator results in production of unitized substances in paying quantities such that the land upon which it is situated may properly be included in a participating area, such participating area shall be established or enlarged as provided in this agreement and the well shall thereafter be operated by the Unit Operator in accordance with terms of this agreement and the unit operating agreement.

If any well drilled under this section by a non-unit operator that obtains production in quantities insufficient to justify the inclusion of the land upon which such well is situated in a participating area, such well may be operated and produced by the party drilling the same, subject to the conservation requirements of this agreement. The royalties in amount or value of production from any such well shall be paid as specified in the underlying lease and agreements affected.

14. ROYALTY SETTLEMENT. The United States and any State and any royalty owner, who is entitled to take in kind a share of the substances now unitized hereunder shall be hereafter be entitled to the right to take in kind its share of the unitized substances, and Unit Operator, or the non-unit operator in the case of the operation of a well by a non-unit operator as herein provided for in special cases, shall make deliveries of such royalty share taken in kind in conformity with the applicable contracts, laws, and regulations. Settlement for royalty interest not taken in kind shall be made by an operator responsible therefore under existing contracts, laws and regulations, or by the Unit Operator on or before the last day of each month for unitized substances produced during the preceding calendar month; provided, however, that nothing in this section shall operate to relieve the responsible parties of any land from their respective lease obligations for the payment of any royalties due under their leases.

If gas obtained from lands not subject to this agreement is introduced into any participating area hereunder, for use in repressuring, stimulation of production, or increasing ultimate recovery, in conformity with a plan of development and operation approved by the AO, a like amount of gas, after settlement as herein provided for any gas transferred from any other participating area and with appropriate deduction for loss from any cause, may be withdrawn from the formation into which the gas is introduced, royalty free as to dry gas, but not as to any products which may be extracted therefrom; provided that such withdrawal shall be at such time as may be provided in the approved plan of development and operation or as may otherwise be consented to by the AO as conforming to good petroleum engineering practice; and provided further, that such right of withdrawal shall terminate on the termination of this unit agreement.

Royalty due the United States shall be computed as provided in 30 CFR Group 200 and paid in value or delivered in kind as to all unitized substances on the basis of the amounts thereof allocated to unitized Federal land as provided in Section 12 at the rates specified in the respective Federal leases, or at such other rate or rates as may be authorized by law or regulation and

approved by the AO; provided, that for leases on which the royalty rate depends on the daily average production per well, said average production shall be determined in accordance with the operating regulations as though each participating area were a single consolidated lease.

15. RENTAL SETTLEMENT. Rental or minimum royalties due on leases committed hereto shall be paid by the appropriate parties under existing contracts, laws, and regulations, provided that nothing herein contained shall operate to relieve the responsible parties of the land from their respective obligations for the payment of any rental or minimum royalty due under their leases. Rental or minimum royalty for lands of the United States or State of New Mexico subject to this agreement shall be paid at the rate specified in the respective leases from the United States or State unless such rental or minimum royalty is waived, suspended, or reduced by law or by approval of the Secretary or his duly authorized representative.

With respect to any lease on non-Federal land containing provisions which would terminate such lease unless drilling operations are commenced upon the land covered thereby within the time therein specified or rentals are paid for the privilege of deferring such drilling operations, the rentals required thereby shall, notwithstanding any other provision of this agreement, be deemed to accrue and become payable during the term thereof as extended by this agreement and until the required drilling operations are commenced upon the land covered thereby, or until some portion of such land is included within a participating area.

16. CONSERVATION. Operations hereunder and production of unitized substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to State or Federal law or regulation.

17. DRAINAGE.

- (a) The Unit Operator shall take such measures as the AO deems appropriate and adequate to prevent drainage of unitized substances from unitized land by wells on land not subject to this agreement, which shall include the drilling of protective wells and which may include the payment of a fair and reasonable compensatory royalty, as determined by the AO.
- (b) Whenever a participating area approved under Section 11 of this agreement contains unleased Federal or State lands, the value of 12-1/2 percent of the production that would be allocated to such Federal lands under Section 12 of this agreement, if such lands were leased, committed and entitled to participation and the appropriate State of New Mexico royalty rate, shall be payable as compensatory royalties to the Federal and State Governments. Parties to this agreement holding working interests in committed leases within the applicable participating area shall be responsible for such compensatory royalty payment on the volume of production reallocated from the unleased Federal and State lands to their unitized tracts under Section 12. The value of such production subject to the payment of said royalties shall be determined pursuant to 30 CFR Part 206 and the terms of the State of New Mexico leases, rules and regulations. Payment of compensatory royalties on the production reallocated from unleased Federal and State land to the committed tracts within the participating area shall fulfill the Federal and State royalty obligation for such production, and said production shall be subject to no further Federal royalty assessment under Section 14 of this agreement. Payment of compensatory royalties as provided herein shall accrue from the date the committed tracts in the

participating area that includes unleased Federal and State lands receive a production allocation, and shall be due and payable monthly by the last day of the calendar month next following the calendar month of actual production. If leased Federal or State lands receiving a production allocation from the participating area become unleased, compensatory royalties shall accrue from the date the Federal or State lands become unleased. Payment due under this provision shall end when the unleased Federal or State tract is leased or when production of unitized substances ceases within the participating area and the participating area is terminated, whichever occurs first.

- 18. LEASES AND CONTRACTS CONFORMED AND EXTENDED. The terms, conditions, and provisions of all leases, subleases, and other contracts relating to exploration, drilling, development or operation for oil or gas on lands committed to this agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect; and the parties hereto hereby consent that the Secretary shall and by his approval hereof, or by the approval hereof by his duly authorized representative, does hereby establish, alter, change, or revoke the drilling, producing, rental, minimum royalty, and royalty requirements of Federal leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this agreement, and, without limiting the generality of the foregoing, all leases, subleases, and contracts are particularly modified in accordance with the following:
- (a) The development and operation of lands subject to this agreement under the terms hereof shall be deemed full performance of all obligations for development and operation with respect to each and every separately owned tract subject to this agreement, regardless of whether there is any development of any particular tract of this unit area.
- (b) Drilling and producing operations performed hereunder upon any tract of unitized lands will be accepted and deemed to be performed upon and for the benefit of each and every tract of unitized land, and no lease shall be deemed to expire by reason of failure to drill or produce wells situated on the land therein embraced.
- (c) Suspension of drilling or producing operations on all unitized lands pursuant to direction or consent of the AO shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every tract of unitized land. A suspension of drilling or producing operations limited to specified lands shall be applicable only to such lands.
- (d) Each lease, sublease, or contract relating to the exploration, drilling, development, or operation for oil or gas of lands other than those of the United States committed to this agreement which, by its terms might expire prior to the termination of this agreement, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of this agreement.
- (e) Any Federal lease committed hereto shall continue in force beyond the term so provided therein or by law as to the land committed so long as such lease remains subject hereto, provided that production of unitized substances in paying quantities is established under this unit agreement prior to the expiration date of the term of such lease, or in the event actual

drilling operations are commenced on unitized land, in accordance with provisions of this agreement, prior to the end of the primary term of such lease and are being diligently prosecuted at that time, such lease shall be extended for two years, and so long thereafter as oil or gas is produced in paying quantities in accordance with the provisions of the Mineral Leasing Act, as amended.

- (f) Each sublease or contract relating to the operation and development of unitized substances from lands of the United States committed to this agreement, which by its terms would expire prior to the time at which the underlying lease, as extended by the immediately preceding paragraph, will expire is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of the underlying lease as such term is herein extended.
- (g) The segregation of any Federal lease committed to this agreement is governed by the following provision in the fourth paragraph of Sec. 17(m) of the Mineral Leasing Act, as amended by the Act of September 2, 1960 (74 Stat. 781-784) (30 U.S.C. 226(m)):

"Any (Federal) lease heretofore or hereafter committed to any such (unit) plan embracing lands that are in part within and in part outside of the area covered by any such plan shall be segregated into separate leases as to the lands committed and the lands not committed as of the effective date of unitization: Provided, however, that any such lease as to the non-unitized portion shall continue in force and effect for the term thereof but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities."

If the public interest requirement is not satisfied, the segregation of a lease and/or extension of a lease pursuant to 43 CFR 3107.3-2 and 43 CFR 3107.4, respectively, shall not be effective.

- (h) Any lease, other than a Federal lease, having only a portion of its lands committed hereto shall be segregated as to the portion committed and the portion not committed, and the provisions of such lease shall apply separately to such segregated portions commencing as of the effective date hereof. In the event any such lease provides for a lump-sum rental payment, such payment shall be prorated between the portions so segregated in proportion to the acreage of the respective tracts.
- 19. COVENANTS RUN WITH THE LAND. The covenants herein shall be construed to be covenants running with the land with respect to the interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer or conveyance of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest. No assignment or transfer of any working interest, royalty, or other interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, photostatic, or certified copy of the instrument of transfer.
 - 20. EFFECTIVE DATE AND TERM. This agreement shall become effective upon

approval by the AO and shall automatically terminate five years from said effective date unless:

- (a) Upon application by the Unit operator such date of expiration is extended by the AO, or
- (b) It is reasonably determined prior to the expiration of the fixed term or any extension thereof that the unitized land is incapable of production of unitized substances in paying quantities in the formations tested hereunder, and after notice of intention to terminate this agreement on such ground is given by the Unit Operator to all parties in interest at their last known address, this agreement is terminated with approval of the AO, or
- (c) A valuable discovery of unitized substances in paying quantities has been made or accepted on unitized land during said initial term or any extension thereof, in which event this agreement shall remain in effect for such term and so long thereafter as unitized substances can be produced in quantities sufficient to pay for the cost of producing same from wells on unitized land within any participating area established hereunder. Should production cease and diligent drilling or reworking operations to restore production or new production are not in progress within 60 days and production is not restored or should new production not be obtained in paying quantities on committed lands within this unit area, this agreement will automatically terminate effective the last day of the month in which the last unitized production occurred, or
- (d) It is voluntarily terminated as provided in this agreement. Except as noted herein, this agreement may be terminated at any time prior to the discovery of unitized substances which can be produced in paying quantities by not less than 75 per centum, on an acreage basis, of the working interest owners signatory hereto, with the approval of the AO. The Unit Operator shall give notice of any such approval to all parties hereto.

If the public interest requirement is not satisfied, the approval of this unit by the AO shall be invalid.

21. RATE OF PROSPECTING, DEVELOPMENT, AND PRODUCTION. The AO is hereby vested with authority to alter or modify from time to time, in his discretion, the quantity and rate of production under this agreement when such quantity and rate are not fixed pursuant to Federal or State law, or do not conform to any Statewide voluntary conservation or allocation program which is established, recognized, and generally adhered to by the majority of operators in such State. The above authority is hereby limited to alteration or modifications which are in the public interest. The public interest to be served and the purpose thereof, must be stated in the order of alteration or modification. Without regard to the foregoing, the AO is also hereby vested with authority to alter or modify from time to time, in his discretion, the rate of prospecting and development and the quantity and rate of production under this agreement when such alteration or modification is in the interest of attaining the conservation objectives stated in this agreement and is not in violation of any applicable Federal or State law.

Powers in this section vested in the AO shall only be exercised after notice to Unit Operator and opportunity for hearing to be held not less than 15 days from notice.

- 22. APPEARANCES. The Unit Operator shall, after notice to other parties affected, have the right to appear for and on behalf of any and all interests affected hereby before the Department of the Interior and to appeal from orders issued under the regulations of said Department or to apply for relief from any of said regulations, or in any proceedings relative to operations before the Department, or any other legally constituted authority; provided, however, that any other interested party shall also have the right at its own expense to be heard in any such proceeding.
- 23. NOTICES. All notices, demands, or statements required hereunder to be given or rendered to the parties hereto shall be in writing and shall be personally delivered to the party or parties, or sent by postpaid registered or certified mail, to the last-known address of the party or parties.
- 24. NO WAIVER OF CERTAIN RIGHTS. Nothing contained in this agreement shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State where the unitized lands are located, or of the United States, or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive.
- 25. UNAVOIDABLE DELAY. All obligations under this agreement requiring the Unit Operator to commence or continue drilling, or to operate on, or produce unitized substances from any of the lands covered by this agreement, shall be suspended while the Unit Operator, despite the exercise of due care and diligence, is prevented from complying with such obligations, in whole or in part, by strikes, acts of God, Federal, State, or municipal law or agencies, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary materials or equipment in the open market, or other matters beyond the reasonable control of the Unit Operator, whether similar to matters herein enumerated or not.
- 26. NONDISCRIMINATION. In connection with the performance of work under this agreement, the Unit Operator agrees to comply with all the provisions of section 202 (1) to (7) inclusive, of Executive Order 11246 (30 FR 12319), as amended, which are hereby incorporated by reference in this agreement.
- 27. LOSS OF TITLE. In the event title to any tract of unitized land shall fail and the true owner cannot be induced to join in this unit agreement, such tract shall be automatically regarded as not committed hereto and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title to any royalty, working interest, or other interests subject thereto, payment or delivery on account thereof may be withheld without liability for interest until the dispute is finally settled; provided, that, as to Federal lands or leases, no payments of funds due the United States shall be withheld, but such funds shall be deposited as directed by the AO, to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

Unit Operator as such is relieved from any responsibility for any defect or failure of any title

hereunder.

- 28. NONJOINDER AND SUBSEQUENT JOINDER. If the owner of any substantial interest in a tract within the unit area fails or refuses to subscribe or consent to this agreement, the owner of the working interest in that tract may withdraw the tract from this agreement by written notice delivered to the proper BLM office and the Unit Operator prior to the approval of this agreement by the AO. Any oil or gas interests in lands within the unit area not committed hereto prior to final approval may thereafter be committed hereto by the owner or owners thereof subscribing or consenting to this agreement, and, if the interest is a working interest, by the owner of such interest also subscribing to the unit operating agreement. After operations are commenced hereunder, the right of subsequent joinder, as provided in this section, by a working interest owner is subject to such requirements or approval(s), if any, pertaining to such joinder. as may be provided for in the unit operating agreement. After final approval hereof, joinder by a nonworking interest owner must be consented to in writing by the working interest owner committed hereto and responsible for the payment of any benefits that may accrue hereunder in behalf of such nonworking interest. A nonworking interest may not be committed to this unit agreement unless the corresponding working interest is committed hereto. Joinder to the unit agreement by a working interest owner, at any time, must be accompanied by appropriate joinder to the unit operating agreement, in order for the interest to be regarded as committed to this agreement. Except as may otherwise herein be provided, subsequent joinders to this agreement shall be effective as of the date of the filing with the AO of duly executed counterparts of all or any papers necessary to establish effective commitment of any interest and/or tract to this agreement.
- 29. COUNTERPARTS. 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 those parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all such parties had signed the same document, and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands within the above-described unit area.
- 30. SURRENDER. Nothing in this agreement shall prohibit the exercise by any working interest owner of the right to surrender vested in such party by any lease, sublease, or operating agreement as to all or any part of the lands covered thereby, provided that each party who will or might acquire such working interest by such surrender or by forfeiture as hereafter set forth, is bound by the terms of this agreement.

If as a result of any such surrender, the working interest rights as to such lands become vested in any party other than the fee owner of the unitized substances, said party may forfeit such rights and further benefits from operations hereunder as to said land to the party next in the chain of title who shall be and become the owner of such working interest.

If as the result of any such surrender or forfeiture working interest rights become vested in the fee owner of the unitized substances, such owner may:

- (a) Accept those working interest rights subject to this agreement and the unit operating agreement; or
- (b) Lease the portion of such land as is included in a participating area established hereunder subject to this agreement and the unit operating agreement; or
- (c) Provide for the independent operation of any part of such land that is not then included within a participating area established hereunder.

If the fee owner of the unitized substances does not accept the working interest rights subject to this agreement and the unit operating agreement or lease such lands as above provided within six months after the surrendered or forfeited, working interest rights become vested in the fee owner; the benefits and obligations of operations accruing to such lands under this agreement and the unit operating agreement shall be shared by the remaining owners of the unitized working interests in accordance with their respective working interest ownerships, and such owners of working interests shall compensate the fee owner of unitized substances in such lands by paying sums equal to the rentals, minimum royalties, and royalties applicable to such lands under the lease in effect when the lands were unitized.

An appropriate accounting and settlement shall be made for all benefits accruing to or payments and expenditures made or incurred on behalf of such surrendered or forfeited working interests subsequent to the date of surrender or forfeiture, and payment of any moneys found to be owing by such an accounting shall be made as between the parties within 30 days.

The exercise of any right vested in a working interest owner to reassign such working interest to the party from whom obtained shall be subject to the same conditions as set forth in this section in regard to the exercise of a right to surrender.

- 31. TAXES. The working interest owners shall render and pay for their account and the account of the royalty owners all valid taxes on or measured by the unitized substances in and under or that may be produced, gathered and sold from the land covered by this agreement after its effective date, or upon the proceeds derived therefrom. The working interest owners on each tract shall and may charge the proper proportion of said taxes to royalty owners having interests in said-tract, and may currently retain and deduct a sufficient amount of the unitized substances or derivative products, or net proceeds thereof, from the allocated share of each royalty owner to secure reimbursement for the taxes so paid. No such taxes shall be charged to the United States or to the State of New Mexico or to any lessor who has a contract with his lessee which requires the lessee to pay such taxes.
- 32. NO PARTNERSHIP. It is expressly agreed that the relation of the parties hereto is that of independent contractors and nothing contained in this agreement, expressed or implied, nor any operations conducted hereunder, shall create or be deemed to have created a partnership association between the parties hereto or any of them.

33. SURFACE AND ENVIRONMENTAL PROTECTION STIPULATIONS.

Nothing in this agreement shall modify or change either the special Federal lease stipulations relating to surface management or such special Federal lease stipulations relating to surface and environmental protection, attached to and made a part of, Oil and Gas Leases covering lands within the Unit Area.

- 34¹. STATE LAND PROVISIONS. Certain of the unitized land is trust land of the State of New Mexico, and in connection with the approval of this agreement by the Commissioner of Public Lands of said State pursuant to 19-10-45, 46, and 47 NM Statutes 1978 Annotated, it is agreed that there shall be filed with the Commissioner of Public Lands of said State:
- (a) Two copies of the complete unit agreement and two copies of any revised Exhibits "A" and "B" concurrently with the filing thereof with the AO, pursuant to Section 2 hereof.
- (b) Two copies of any notice of the proposed expansion or contraction of the unit area required to be delivered to the AO pursuant to Section 2(b) hereof.
 - (c) Two copies of any unit operating agreement executed pursuant to Section 7 hereof.
- (d) Two copies of any schedule of proposed participating area submitted for approval under Section 11, concurrently with its submission to the AO. The Commissioner, or his authorized representative, shall have a period of fifteen days from receipt of said schedule within which to file with the AO any objection thereto, together with any recommendation of revision thereof. The AO shall approve or disapprove the schedule after giving due consideration to the objections and recommendations filed by the Commissioner or his representative.
- (e) Two copies of any proposed plan of development or modification thereof, which is filed with the AO under Section 10 hereof.
- (f) Two copies of all instruments of subsequent joinder executed under Section 28 hereof.

It is further agreed that:

- (1) All valid, pertinent and reasonable regulations hereafter issued governing drilling and producing operations on non-federal lands which are not inconsistent with the terms hereof or with the laws of the State of New Mexico are hereby accepted and made a part of this agreement.
- (2) Nothing in this agreement contained shall relieve lessees of the lands of the State of New Mexico from their obligations to pay rental and royalties with respect to unitized substances allocated to such lands hereunder, at the rate specified in their respective leases.
- (3) In the event that a title dispute arises as to State lands or leases, no payment of funds due the State of New Mexico shall be withheld, but such funds shall be deposited as directed by the Commissioner of Public Lands to be held as unearned money pending final settlement of the

^{1.} Provision to be included only if the Unit Area contains State of New Mexico Lands.

title dispute, and then applied as earned or returned in accordance with such final settlement.

(4) The parties to this Agreement recognize that the form of unit agreement utilized herein is published in Code of Federal Regulations, Title 43, Subpart 3186. However, notwithstanding anything contained herein to the contrary, the parties to this Agreement agree that the language has been modified in part to include State of New Mexico language.

Each party to this agreement, holding any lease or leases of lands from the State of New Mexico subject to this agreement, or holding any interest in or under such lease or leases or in the production from the lands covered thereby, agrees that the Commissioner of Public Lands may, and by its approval hereof, does hereby alter, change modify or revoke the drilling, and producing of such lease or leases, and the regulations in respect thereto, to conform the provisions of said lease or leases to the provisions of this agreement. Such parties and said Commissioner further agree that, except as otherwise expressly provided in this agreement, no such lease shall be deemed to terminate or expire so long as it shall remain committed hereto. Notwithstanding anything to the contrary in Section 18 hereof contained should any of the public lands of the State of New Mexico outside of a participating area established hereunder cease to be committed to this agreement, such lands shall thereafter be free from the effect of this agreement unless and until such lands are expressly recommitted to this agreement pursuant to Section 28 hereof, with the approval of the Commissioner of Public Lands.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and have set opposite their respective names the date of execution.

OPERATOR & WORKING INTEREST OWNER

COG Operating LLC	
Name:Title:	
ADDRESS FOR NOTICES:	
600 W. Illinois Ave. Midland, TX 79701	
WORKING INTEREST OWNER	WORKING INTEREST OWNER
Concho Oil & Gas LLC	McCombs Energy LLC
Name:	Name:
Title:	Title:
ADDRESS FOR NOTICES:	ADDRESS FOR NOTICES:
600 W. Illinois Ave.	5599 San Felipe, Suite 1200
Midland, TX 79701	Houston, Texas 77056-2794
WORKING INTEREST OWNER	WORKING INTEREST OWNER
Featherstone Development Corporation	Big Three Energy Group LLC
Name:	Name:
Title:	Title:
ADDRESS FOR NOTICES:	ADDRESS FOR NOTICES:
400 Pennsylvania Ave., Suite 850	400 Pennsylvania Ave., Suite 850
Roswell, NM 88201	Roswell, NM 88201

WORKING INTEREST OWNER	WORKING INTEREST OWNER		
Parrot Head Properties LLC	Oxy USA WTP LP		
Name:	Name:		
Title: ADDRESS FOR NOTICES:	Title: ADDRESS FOR NOTICES:		
400 Pennsylvania Ave., Suite 850 Roswell, NM 88201	5 Greenway Plaza, Suite 110 Houston, Texas 77046		
WORKING INTEREST OWNER	WORKING INTEREST OWNER		
Tierra Oil Company LLC	Brett C. Barton		
Name:	Name:		
Title:	Title:		
ADDRESS FOR NOTICES:	ADDRESS FOR NOTICES:		
P.O. Box 700968	1919 N. Turner Street		
San Antonio, Texas 78270-0968	Hobbs, NM 88240-2712		
WORKING INTEREST OWNER	WORKING INTEREST OWNER		
Prospector LLC	Roy G. Barton, Jr.		
Name:	Name:		
Title:	Title:		
ADDRESS FOR NOTICES:	ADDRESS FOR NOTICES:		
400 Pennsylvania Ave., Suite 850	1919 N. Turner Street		
Roswell, NM 88201	Hobbs, NM 88240-0978		

WORKING INTEREST OWNER	WORKING INTEREST OWNER		
Heidi C. Barton	EOG Resources, Inc.		
Name:	Name:		
Title:	Title:		
ADDRESS FOR NOTICES:	ADDRESS FOR NOTICES:		
2008 N. Vega Street	5509 Champions Drive		
Hobbs, NM 88240	Midland, TX 79706		
WORKING INTEREST OWNER	WORKING INTEREST OWNER		
Norma J. Chanley	OXY Y-1 Company		
Name:	Name:		
Title:	Title:		
ADDRESS FOR NOTICES:	ADDRESS FOR NOTICES:		
P.O. Box 728	5 Greenway Plaza, Suite 110		
Hobbs, NM 88241	Houston, Texas 77046		
WORKING INTEREST OWNER	WORKING INTEREST OWNER		
Trabajo Del Spear LP	Occidental Permian LP		
Nome	Name		
Name: Title:	Name: Title:		
ADDRESS FOR NOTICES:	ADDRESS FOR NOTICES:		
P.O. Box 1684	5 Greenway Plaza, Suite 110		
Midland, Texas 7972	Houston, Texas 77046		

WORKING INTEREST OWNER	WORKING INTEREST OWNER
Lyle Rexford Butz II	Marathon Oil Permian LLC
Name:Title:	Name:
ADDRESS FOR NOTICES:	ADDRESS FOR NOTICES:
11240 Sunburst Street Sylmar, California 91342	5555 San Felipe Street Houston, TX 77056
WORKING INTEREST OWNER	· · · · · · · · · · · · · · · · · · ·
Jessie Pearl Butz	
Name:Title:	
ADDRESS FOR NOTICES:	
11240 Sunburst Street Sylmar, California 91342	
WORKING INTEREST OWNER	
Roy G. Barton, III	
Name:	
ADDRESS FOR NOTICES:	

1919 N. Turner Street Hobbs, NM 88240-0978

ACKNOWLEDGMENTS

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County of	§ §		
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This instrument was 2019, by Roy G. Barton Jr.,	acknowledged before me an individual.	e on,	of ,
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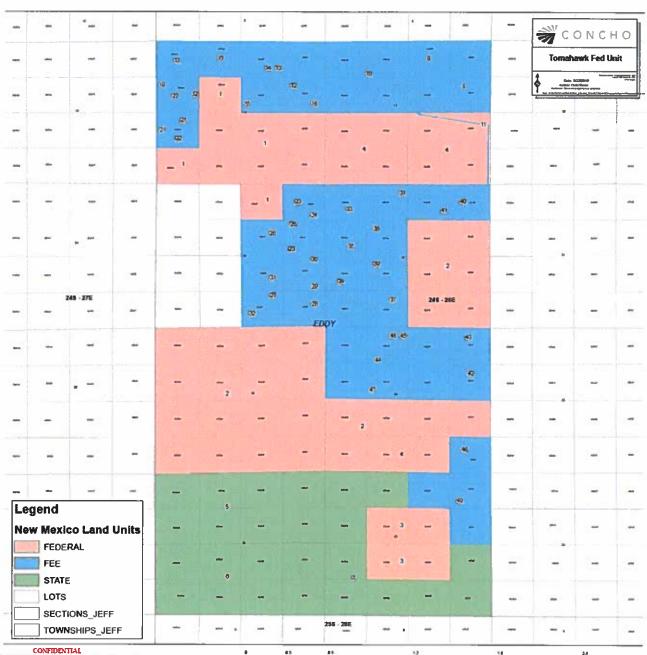
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EXHIBIT A



Tomahawk Federal Exploratory Unit - Tract Representation

Township 26 South - Range 28 East

Section 17: All Section 30: All Section 18: All Section 29: All Section 19: E/2 Section 31: All Section 20: All Section 32: All

Eddy County, New Mexico

Containing 4803.16 acres, more or less WOLFCAMP FORMATION ONLY

EXHIBIT B
Tomahawk Federal Exploratory Unit
Eddy County. New Mexico

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Overriding. Raynity Owner Persentage	0.000% R.000%	%000°0	0.000% 8.000%	8.000% 0.000%	0.000% 0.000%	0.000% 6.000%	Accord.	0.000%	0.400% 0.400% 0.400%	1.854% C 0.116% 0.074% 0.074% 0.024% 0.024% 0.024% 0.024% 0.024% 0.024%	3,0000% 1,654% 0,116% 0,093% 0,093%
ne of the second second to the second	Mons Perel	Heres	None	Mone None	Tavel None Tavel	Mence Peest	Mone Tabel Mone	Panel Henne	COC Operating LLC	Total Aga: Wheeler, Ital Cot Operating LIC Frenk at Agas Sapare & Dengleyes Sapare & Dengleyes Sapare Respective, Inc. On E. Adams Total Eddid forers Cotagatiles	Agar Amerik ; 1st Colo Operation 1st Firsh M. Agar Steve A. Designe Sagard Descenter, INC.
lerzee of Second Personales											
lersee of Record	Steven W. Hern	N/A N/A N/A N/A	DGK Resourtes LLC	Steven W. Heen	Steven W. Hern Staven W. Hern	Stoven W. Hern GGX Resources LLC	OGR Resources LLC	OGX Revours n. LIC OGX Revours n. LIC OGX Revours n. LIC OGX Revours n. LIC OGX Revours n. LIC	Server W. Horn	OGX Resources 116 DGX Resources 116	OGK Resource LLC OGK Resource LLC OGK Resource LVC
Baic Reyalty	16.67%	2.00% 2.00% 6.25%	38.75%	20.00%	8.33% B. 4.7%	1,12% 0,54% 0,24% 0,21% 1,04% 0,13%	6.258 6.278 6.258 6.258 6.258 6.258 6.258	6.33% 6.33% 6.37% 6.37% 6.37% 6.37% 6.37%	20.00% 16.67%	4.15% 4.17% 4.17%	4.17% 4.17%
Bank Beraitz Owner	Betty Formi	Heide, C. Baston Reit C. Baston 1907, Batten Reales Del Spess, LV	Matthe Jean Meen	Pardus Umilind Company MRC Pelmian Company	Ross Duncan Propertien, LLG Waller I. Jennings, and wife, Pet Jenvings, et ION1 T	Patrion Linear Commany and taking the commany were B. Water B. Water Development I.P. Receded Requires, I.P. Receded Requires, I.P. Receded Requires, I.E. Receded Republics, I.E. Edited Operating Life Edited Operating Li	Makery New	Pagasa Resource, LLC Daese Central Service Control Service Con	Pardon Umited Grimpany Fordon Umited Grimpany	Cheles A. Wagain and wife, Deborah A. Wagain, school A. Costs Frank A. Costs	Osales R. Wiggin, Richal S. Cests Fazil A. Casts
Effective Date	4/6/2004	44/W		30/28/2003			7/23/2006 7/23/2006 7/23/2006 7/24/2006 7/24/2006		_	11/9/2002 6	11/9/2002 11/9/2002 11/9/2002
Section 1	N/A	M/A M/A M/A M/A	N/A	4/4 4/8 4/4			444 444			M/A M/A M/A	N/A N/A N/A
Number of Aggs.	2,000	5,000 5,000 5,000 5,000	3,000	000 000 y	1,000	10.000 10.000 10.000 10.000 10.000 10.000 10.000	0000 0000 0000 0000 0000 0000 0000	10.000 10.000 10.000 10.000 10.000	5,000	000°09 000°09	20,000 20,000 20,000
Jewnshie-Rance	M-28	24-28 24-28 24-28 24-28	24.28	R R:	24.28 24.28	75.28 76.28 76.28 76.28 76.28	7.7.7 # # # # # # # # # # # # # # # # #	N N N N N N N N N N N N N N N N N N N	7. 26 7. 26	80 E Z Z Z	24-25 24-25 24-22
Settler	et	***	E.	R RI	R R	222222		R RRRR	8 8	£ 5, 5,	nt n
Legal Description	NZMENESE	NZSEWYSE NZSEWYSE NZSEWYSE NZSEWYSE	MZSWSWE	Parts of W2	MARMESSZ M	NAVEENW NAVEENW NAVEENW NAVEENW NAVEENW NAVEENW	WANTESSAW WANTESSAW WANTESSAW CARCINW CARCINW CARCINW	CININE NW NWHISW NWHISW NWHISW NWHISW	NZMI SAE LINEWNE	STHERE, WHE STHERE, WHE STHERE, WHE	NOWENE NOWENE NOWENE
) ju	9	# = # #	a	m x;	ж 16	*****	12 12 12 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		¥ =	2 4 4	***

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Working Interest Owner Persentage 200,000%	59.219% 40.000% 0.260% 0.260% 0.260%	59.21996 40.00095 0.26095 0.76095 3.25095 3.0000000	0.250% 0.250% 0.250% 0.250% 0.250%	29.219% 40.000% 9.260% 0.260% 2.00% 2.00%	11,000% 11,000% 200,000%
Wereling interest Owner Tetes	COC Operating LLC Occidental Permanal trained Paramership Beet C. Barton Heet C. Barton Rey G. Berton Tenef	COG Doesaing LLC Decidental Permits in Innies Partnership Brest C, Barton Heids C, Barton Ross G, Barton Topics, Barton Topics	Occidental Ferminal Linear Code Operating III. Occidental Ferminal Laborat C. Sarton Ferd C. Barton Rey C. Barton Feed F.	COG Operating LLC Occidental Permatun Limited Partnership Breft C. Barton Heldi C. Barton Rodo Betton Toerel	COG Operating LIC Result Permisson Limited Partition ships Postal COG Operating LIC
Overnides. Stayohy Owner. Percentees 0.037% 0.026% 5.307%	3.000% 0.695% 0.044% 0.026% 0.026% 0.0124% 0.0126%	3,000.0	3,000% 1,854% 0,116% 0,093% 0,037% 0,037% 0,037% 8,2827%	0.000% 0.000%	8,000%
Orice Adom Chie E Adom Lavida Energy Censoritien Zerez	Ages Wheels; IId. COS Operating III. Frank Ages Frank Ages Steven A. Dougles Saguera Frestores Inc. One E. Adem Lativité Infection Constitution Total Frank Inc. Total	None	Agar-Whender, Litä Legend Natural Gas M, LP The Mark Agar Sieve A, Chenges Seguare Resources, Inc. On E, Adems Lavida Encere Contaction Lavida Encere Contaction	Nene Telef	Mone 70esi Mone
Percentage					, ,
Lance of Record	Steven W. Hoin	CIGX Resources LLC NAA NAA NAA NAA	OGX Revour in U.C.	OGK Resources LLC OGK Resources LLC	OGX Resources LLC
Basic Reyalty Percentists	Š,	12.50% 16.67% 16.67% 16.67%	K-4-81	8.00% 8.00% 4.88%	25.00%
Bade foreign Conner	11597003 Parebas Lemited Company, U.C.	Reakts Dril Spear, I.P. resid C, Barton Bert C, Geston Roy G, Barton, III	their and Devises of W. R. Turned	Mithard H. Coast and wife Signed M. Coast Frank M. Agor Thomas R. Serith	INTACTORS Parke United Company INC INTACTORS Packe United Company LLC
(ffective Bute.	1/15/2003	2/1/2005 N/A N/A N/A	11/2003	4/8/2005 H 6/H/2005 F 4/8/2005 T	38/11/3885
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lerel Prestigation	Warl, Wynw, Wynew, Esweehw Senenw, Myserw, Esweehw	AMERINACE AMERINACE AMERINACE AMERINACE AMERINACE AMERINACE	M-2 NE NO.	MASHASEMW Washasemw Washasemw	SEST. N2WE, 11E ME
Table 1	\$	* * * *	*	555	\$ £

EXHIBIT C Tomahawk Federal Exploratory Unit Tract Commitment Status

Tract Number		Legal De	scription		
	Township 24 South, Range 28 East	1	3, SE, SENE 9: NWNE		
		Record Title Owners ConocoPhillips (% Committed/Uncommitted)			
	Total Tract Acres	360			
	Tract Participation Factor	7.495066%			
		Full Tract Working			
	Working Interest Owner	Interest	Percent Committed		
	COG Operating LLC	53.107990%	53.107990%		
	Concho Oil & Gas LLC	1.529090%	1.529090%		
	Featherstone Development Corporation	0.527270%	0.527270%		
	Big Three Energy Group	0.527270%	0.527270%		
1	Parrot Head Properties	0.703031%	0.703031%		
, •	Oxy USA, WTP LP	21.831207%			
	Oxy Y-1 Company	0.017379%			
	Tierra Oil Company	0.703031%			
	Prospector LLC	2.109094%	2.109094%		
	Marathon Oil Permian	18.568476%			
	Brett C. Barton	0.057870%			
	Heidi C. Barton	0.057870%			
	Roy G. Barton	0.021702%	0.021702%		
	Norma Chanley	0.021702%			
	Trabajo Del Spear LP	0.173611%	0.173611%		
	Pardue Suspended Interest	0.043403%			
	Total Tract Interest	100.000%			
	Total Percentage Committed				
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncom	mitted		
	Tract Participation - Effective Control				

Tract Number		Legal Descrip				
		Section 20: S2NE, SE Section 29: N2S2, SWSW				
	Township 24 South, Range 28 East					
		Section	30: All			
	.a	Record Tit	le Owners			
	2 42	EOG (% Committed/Uncommitted)				
.00	Total Tract Acres	108	1.18			
	Tract Participation Factor	22.509764%				
		Full Tract Working				
	Working Interest Owner	Interest	Percent Committed			
2	COG Operating LLC	56.366886%	56.366886%			
	Occidental Permian	13.836734%				
	EOG Resources, Inc.	29.651862%				
!	Brett C. Barton	0.048173%				
	Heidi C. Barton	0.048173%				
	Roy G. Barton	0.048171%	0.048171%			
	Total Tract Interest	100.000%	_			
	Total Percentage Committed					
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncom	mitted			
	Tract Participation - Effective Control					

Tract Number		Legal Description Section 32: SWNE, SENW, NESW, NWSE Record Title Owners COG 100% Committed 160			
	Township 24 South, Range 28 East				
	Total Tract Acres				
	Tract Participation Factor	3.331140%			
3	- Working Interest Owner	Full Tract Working Interest	Percent Committed		
-	COG Operating LLC	84.500000%	84.500000%		
	Occidental Permian	15.500000%			
	Total Tract Interest	100.000%			
	Total Percentage Committed				
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncom	mitted		
	Tract Participation - Effective Control	· · · · · · · · · · · · · · · · · · ·			

Tract Number		Legal De	scription		
	Township 24 South, Range 28 East	Section 17: S2 Section 29: SESW, SWSE			
			le Owners 00% Committed		
	Total Tract Acres	395	.877		
	Tract Participation Factor	8.242	012%		
	Working Interest Owner	Full Tract Working Interest	Percent Committed		
	COG Operating LLC	87.853771%	87.853771%		
200	Occidental Permian	6.264572%			
4	Featherstone Development Corporation	0.110742%	0.110742%		
	McCombs Energy LLC	4.921889%	4.921889%		
	Big Three Energy Group	0.110742%	0.110742%		
	Parrot Head Properties LLC	0.147657%	0.147657%		
	Tierra Oil Company LLC	0.147657%			
	Prospector LLC	0.442970%	0.442970%		
	Total Tract Interest	100.000%			
	Total Percentage Committed				
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncom	mitted		
	Tract Participation - Effective Control				

Tract Number		Legal Description							
	Township 24 South, Range 28 East	Section 31: N2							
0.0		le Owners Committed							
	Total Tract Acres	321	21.09						
	Tract Participation Factor	6.684974%							
5	Working Interest Owner	Full Tract Working Interest	Percent Committed						
	COG Operating LLC	100.000000%	100.000000%						
=	Total Tract Interest	100.000%	-						
et in State Africa on State Color	Total Percentage Committed								
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Fully Con	nmitted						
	Tract Participation - Effective Control								

Tract Number	a	Legal Description					
	Township 24 South, Range 28 East	Section	1 31: S2				
		Record Title Owners COG 100% Committed					
	Total Tract Acres	321.69					
	Tract Participation Factor	6.697466%					
- 6	Working Interest Owner	Full Tract Working Interest	Percent Committed				
	COG Operating LLC	100.000000%	100.000000%				
	Total Tract Interest	100.000%					
	Total Percentage Committed						
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Fully Cor	mmitted				
	Tract Participation - Effective Control						

	Tract Number		Legal Description Section 32: N2NW, SWNW, W2SW, SESW, NESE, S2SE Record Title Owners COG 100% Committed	
		Township 24 South, Range 28 East		
		Total Tract Acres	3(60
		Tract Participation Factor	7.495066%	
	7	Working Interest Owner	Full Tract Working Interest	Percent Committed
		COG Operating LLC	100.000000%	100.000000%
		Total Tract Interest	100.000%	
25.447		Total Percentage Committed		
	_ 5 5	Tract Status (Fully, Effectively, Partially, Uncommitted)	Effectively	Committed
		Tract Participation - Effective Control		

Tract Number		Legal Description Section 17: S2NE, NENE	
	Township 24 South, Range 28 East		
	2	Record Title Owners Chalfant (% Committed/Uncommitted)	
	Total Tract Acres	12	20
	Tract Participation Factor	2.498	355%
	Working Interest Owner	Full Tract Working Interest	Percent Committed
	COG Operating LLC	85.062500%	85.062500%
0.69	Featherstone Development Corporation	0.281250%	0.281250%
8	McCombs Energy LLC	12.500000%	12.500000%
	Big Three Energy Group	0.281250%	0.281250%
	Parrot Head Properties LLC	0.375000%	0.375000%
	Tierra Oil Company LLC	0.375000%	
	Prospector LLC	1.125000%	1.125000%
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncom	mitted
	Tract Participation - Effective Control		

	Tract Number	Township 24 South, Range 28 East	Legal Description Section 17: NWNE	
		Township 24 South, Nange 28 Last	Record Tit	le Owners
				derspin (%
			Committed/U	Incommitted)
		Total Tract Acres	4	0
		Tract Participation Factor	0.832	785%
		Working Interest Owner	Full Tract Working Interest	Percent Committed
		COG Operating LLC	85.062500%	85.062500%
	=	Featherstone Development Corporation	0.281250%	0.281250%
	9	McCombs Energy LLC	12.500000%	12.500000%
		Big Three Energy Group	0.281250%	0.281250%
		Parrot Head Properties LLC	0.375000%	0.375000%
		Tierra Oil Company LLC	0.375000%	
		Prospector LLC	1.125000%	1.125000%
	The second requirement of the second contract	Total Tract Interest	100.000%	
		Total Percentage Committed		
		Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncom	mitted
		Tract Participation - Effective Control		·

Tract Number		Legal Description	
	Township 24 South, Range 28 East	Section	17: NW
		Record Title Owners Chalfant (% Committed/Uncommitted)	
	Total Tract Acres	160	
	Tract Participation Factor	3.331140%	
10	Working Interest Owner	Full Tract Working Interest	Percent Committee
	EOG Resources, Inc.	100.000000%	
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncom	mitted
	Tract Participation - Effective Control		

Tract Number		Legal Description	
	Township 24 South, Range 28 East	Section 17: 4.1	23 Ac out of SE
		Record Title Owners OGX 100% Committed 4.123 0.085839%	
	Total Tract Acres		
	Tract Participation Factor		
11	Working Interest Owner	Full Tract Working Interest	Percent Committed
	COG Operating LLC	100.000000%	100.000000%
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Effectively Committed	
	Tract Participation - Effective Control		

Tract Number		Legal De	scription
	Township 24 South, Range 28 East	Section 18: 135 Ac out of NE, E2E2SWNW	
	_		le Owners ed/Uncommitted)
	Total Tract Acres	14	45
	Tract Participation Factor	3.018	846%
	Working Interest Owner	Full Tract Working Interest	Percent Committed
	COG Operating LLC	56.988716%	56.988716%
	Concho Oil & Gas LLC	1.868834%	1.868834%
	Featherstone Development Corporation	0.644430%	0.644430%
12	Big Three Energy Group	0.644430%	0.644430%
	Parrot Head Properties LLC	0.859230%	0.859230%
	Oxy USA WTP LP	21.480860%	
	Tierra Oil Company LLC	0.859230%	
	Prospector LLC	2.577700%	2.577700%
	Oxy Y-1 Company	0.156410%	
	Marathon Oil Company	13.920160%	
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncom	mitted
	Tract Participation - Effective Control		

Tract Number	=	Legal Description	
	Township 24 South, Range 28 East	Section 18:	E2SWNWNE
			cle Owners ed/Uncommitted)
	Total Tract Acres		<u> </u>
	Tract Participation Factor	0.104	098%
	Working Interest Owner	Full Tract Working Interest	Percent Committed
	COG Operating LLC	56.988716%	56.988716%
	Concho Oil & Gas LLC	1.868834%	1.868834%
=	Featherstone Development Corporation	0.644430%	0.644430%
13	Big Three Energy Group	0.644430%	0.644430%
1677.76	Parrot Head Properties LLC	0.859230%	0.859230%
	Oxy USA WTP LP	21.480860%	
	Tierra Oil Company LLC	0.859230%	
	Prospector LLC	2.577700%	2.577700%
	Oxy Y-1 Company	0.156410%	
	Marathon Oil Company	13.920160%	
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncom	mitted
	Tract Participation - Effective Control		

Tract Number		Legal Description	
	Township 24 South, Range 28 East	Section 18:	W2SENWNE
		}	cle Owners red/Uncommitted)
	Total Tract Acres		5
	Tract Participation Factor	0.104	098%
	Working Interest Owner	Full Tract Working Interest	Percent Committed
	COG Operating LLC	56.988716%	56.988716%
	Concho Oil & Gas LLC	1.868834%	1.868834%
	Featherstone Development Corporation	0.644430%	0.644430%
14	Big Three Energy Group	0.644430%	0.644430%
7.5	Parrot Head Properties LLC	0.859230%	0.859230%
	Oxy USA WTP LP	21.480860%	
	Tierra Oil Company LLC	0.859230%	
	Prospector LLC	2.577700%	2.577700%
	Oxy Y-1 Company	0.156410%	
	Marathon Oil Company	13.920160%	
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncom	mitted
	Tract Participation - Effective Control		

Tract Number		Legal Description	
	Township 24 South, Range 28 East	Section 18: \	W2SWSWNE
			le Owners ed/Uncommitted)
	Total Tract Acres		5
	Tract Participation Factor	0.104	098%
	Working Interest Owner	Full Tract Working Interest	Percent Committed
	COG Operating LLC	56.988716%	56.988716%
	Concho Oil & Gas LLC	1.868834%	1.868834%
	Featherstone Development Corporation	0.644430%	0.644430%
15	Big Three Energy Group	0.644430%	0.644430%
15	Parrot Head Properties LLC	0.859230%	0.859230%
	Oxy USA WTP LP	21.480860%	
	Tierra Oil Company LLC	0.859230%	
	Prospector LLC	2.577700%	2.577700%
	Oxy Y-1 Company	0.156410%	
	Marathon Oil Company	13.920160%	
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncom	mitted
	Tract Participation - Effective Control		

Tract Number	_	Legal Description	
	Township 24 South, Range 28 East	Section 1	8: SESENE
			le Owners ed/Uncommitted)
	Total Tract Acres	1	0
	Tract Participation Factor	0.208	196%
	Working Interest Owner	Full Tract Working Interest	Percent Committed
	COG Operating LLC	56.988716%	56.988716%
	Concho Oil & Gas LLC	1.868834%	1.868834%
	Featherstone Development Corporation	0.644430%	0.644430%
16	Big Three Energy Group	0.644430%	0.644430%
- 20	Parrot Head Properties LLC	0.859230%	0.859230%
	Oxy USA WTP LP	21.480860%	
	Tierra Oil Company LLC	0.859230%	
	Prospector LLC	2.577700%	2.577700%
	Oxy Y-1 Company	0.156410%	
	Marathon Oil Company	13.920160%	
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncom	mitted
	Tract Participation - Effective Control		

Tract Number		Legal Description	
	Township 24 South, Range 28 East	Section 1	8: NENW
			le Owners ed/Uncommitted)
	Total Tract Acres	4	0
	Tract Participation Factor	0.832	785%
	Working Interest Owner	Full Tract Working Interest	Percent Committed
	COG Operating LLC	56.988716%	56.988716%
	Concho Oil & Gas LLC	1.868834%	1.868834%
	Featherstone Development Corporation	0.644430%	0.644430%
17	Big Three Energy Group	0.644430%	0.644430%
750	Parrot Head Properties LLC	0.859230%	0.859230%
	Oxy USA WTP LP	21.480860%	
	Tierra Oil Company LLC	0.859230%	
	Prospector LLC	2.577700%	2.577700%
	Oxy Y-1 Company	0.156410%	
	Marathon Oil Company	13.920160%	
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncom	mitted
	Tract Participation - Effective Control	is .	

Tract Number		Legal Description	
	Township 24 South, Range 28 East	Section 18: NWNW	
			ele Owners ed/Uncommitted)
	Total Tract Acres	39	.68
	Tract Participation Factor	0.826	123%
	Working Interest Owner	Full Tract Working Interest	Percent Committed
	COG Operating LLC	56.988716%	56.988716%
	Concho Oil & Gas LLC	1.868834%	1.8688349
	Featherstone Development Corporation	0.644430%	0.644430%
18	Big Three Energy Group	0.644430%	0.644430%
	Parrot Head Properties LLC	0.859230%	0.8592309
	Oxy USA WTP LP	21.480860%	
	Tierra Oil Company LLC	0.859230%	
	Prospector LLC	2.577700%	2.577700%
	Oxy Y-1 Company	0.156410%	
	Marathon Oil Company	13.920160%	
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncom	mitted
	Tract Participation - Effective Control		

Tract Number	=, %	Legal Description	
	Township 24 South, Range 28 East	Section 18: V	V2NWSWNW
			le Owners ed/Uncommitted)
	Total Tract Acres		5
	Tract Participation Factor	0.104	098%
	Working Interest Owner	Full Tract Working Interest	Percent Committed
	COG Operating LLC	56.988716%	56.988716%
	Concho Oil & Gas LLC	1.868834%	1.868834%
	Featherstone Development Corporation	0.644430%	0.644430%
19	Big Three Energy Group	0.644430%	0.644430%
	Parrot Head Properties LLC	0.859230%	0.859230%
	Oxy USA WTP LP	21.480860%	
	Tierra Oil Company LLC	0.859230%	
	Prospector LLC	2.577700%	2.577700%
	Oxy Y-1 Company	0.156410%	
	Marathon Oil Company	13.920160%	
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncom	mitted
<u> </u>	Tract Participation - Effective Control		

Tract Number		Legal Description Section 18: W2NESWNW, W2SESWNW, E2NWSWNW, SWSWNW		
	Township 24 South, Range 28 East			
		Record Tit OGX (% Committe		
	Total Tract Acres	2	5	
	Tract Participation Factor	0.520	491%	
	Working Interest Owner	Full Tract Working Interest	Percent Committed	
	COG Operating LLC	56.988716%	56.988716%	
	Concho Oil & Gas LLC	1.868834%	1.868834%	
	Featherstone Development Corporation	0.644430%	0.644430%	
20	Big Three Energy Group	0.644430%	0.644430%	
	Parrot Head Properties LLC	0.859230%	0.859230%	
	Oxy USA WTP LP	21.480860%		
	Tierra Oil Company LLC	0.859230%		
	Prospector LLC	2.577700%	2.577700%	
	Oxy Y-1 Company	0.156410%		
	Marathon Oil Company	13.920160%		
	Total Tract Interest	100.000%		
	Total Percentage Committed			
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncommitted		
	Tract Participation - Effective Control			

Tract Number		Legal Description Section 18: W2NENWSW, W2NWNWSW, W2SWNWSW	
	Township 24 South, Range 28 East		
			le Owners ed/Uncommitted)
	Total Tract Acres	1	5
	Tract Participation Factor	0.312	294%
	Working Interest Owner	Full Tract Working Interest	Percent Committed
	COG Operating LLC	56.988716%	56.988716%
	Concho Oil & Gas LLC	1.868834%	1.868834%
	Featherstone Development Corporation	0.644430%	0.644430%
21	Big Three Energy Group	0.644430%	0.644430%
	Parrot Head Properties LLC	0.859230%	0.859230%
	Oxy USA WTP LP	21.480860%	
	Tierra Oil Company LLC	0.859230%	
	Prospector LLC	2.577700%	2.577700%
	Oxy Y-1 Company	0.156410%	
	Marathon Oil Company	13.920160%	
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status(Fully, Effectively, Partially, Uncommitted)	Uncom	mitted
	Tract Participation - Effective Control		

Tract Number	=	Legal Description	
	Township 24 South, Range 28 East	Section 18: E2W2NWSW, W2SENWSW, E2E2NWSW	
			tle Owners ed/Uncommitted)
	Total Tract Acres	24	.52
	Tract Participation Factor	0.510	1497%
	Working Interest Owner	Full Tract Working Interest	Percent Committed
	COG Operating LLC	46.338373%	46.338373%
	Concho Oil & Gas LLC	1.698997%	1.698997%
22	Featherstone Development Corporation	0.585860%	0.585860%
	Big Three Energy Group	0.585860%	0.585860%
	Parrot Head Properties LLC	0.781150%	0.781150%
	Oxy USA WTP LP	25.000000%	
	Tierra Oil Company LLC	0.781150%	
	Prospector LLC	2.343450%	2.343450%
	Marathon Oil Company	21.885160%	
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncom	mitted
	Tract Participation - Effective Control		

Tract Number		Legal Description	
	Section 19: N2NENE, SWNENE, N2SESENE, SWSENE, S2NWSENE, S2SENE, N2NWSENE, S2SENWSE, W2E2SE, SESESE, N2NNSENESE, S2SENWSE, S2SENWSE, S2SESWSE, S2SWSWSE Record Title Owners Steven W. Horn (%		2NWSENE, S2SWNE, E, N2NWSE, SWNWSE, E, SESESE, N2NESESE, NWSWSE, S2NESWSE, E2SWSWSE
			Incommitted)
	Total Tract Acres	235	
	Tract Participation Factor	4.892	612%
		Full Tract Working	
23	Working Interest Owner	Interest	Percent Committed
	COG Operating LLC	96.614580%	96.614580%
	Brett C. Barton	0.520830%	
	Heidi C. Barton	0.520830%	
	Roy G. Barton	0.195315%	0.195315%
	Norma Chanley	0.195315%	
	Trabajo Del Spear LP	1.562500%	1.562500%
	Pardue Suspended Interest	0.390630%	
	Total Tract Interest	100.000%	
72=	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	itted) Uncommitted	
	Tract Participation - Effective Control		

Tract Number		Legal Description	
	Township 24 South, Range 28 East	Section 19	S2SENENE
		l '	le Owners ed/Uncommitted)
	Total Tract Acres		5
	Tract Participation Factor	0.104	098%
@le_8	Working Interest Owner	Full Tract Working Interest	Percent Committed
	COG Operating LLC	96.614580%	96.614580%
	Brett C. Barton	0.520830%	
24	Heidi C. Barton	0.520830%	
	Roy G. Barton	0.195315%	0.195315%
	Norma Chanley	0.195315%	
	Trabajo Del Spear LP	1.562500%	1.562500%
	Pardue Suspended Interest	0.390630%	
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	ed) Uncommitted	
<u></u>	Tract Participation - Effective Control		

Tract Number	Township 24 South, Range 28 East	Legal Description	
		Section 19:	N2NWSENE
		Record Title Owners Butz (% Committed/Uncommitted) 5	
	Total Tract Acres		
	Tract Participation Factor	0.104	098%
	Working Interest Owner	Full Tract Working Interest	Percent Committed
	COG Operating LLC	96.614580%	96.614580%
	Brett C. Barton	0.520830%	
25	Heidi C. Barton	0.520830%	
	Roy G. Barton	0.195315%	0.195315%
	Norma Chanley	0.195315%	
	Trabajo Del Spear LP	1.562500%	1.562500%
	Pardue Suspended Interest	0.390630%	
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncommitted	
	Tract Participation - Effective Control		

\Tract Number		Legal Description Section 19: S2NESWNE Record Title Owners	
	Township 24 South, Range 28 East		
	Township 24 300th, Nange 20 East		
	<i>□</i>	Steven W. Horn (%	
		Committed/L	Incommitted)
	Total Tract Acres	5	
	Tract Participation Factor	0.104	098%
	Working Interest Owner	Full Tract Working Interest	Percent Committed
	COG Operating LLC	96.614580%	96.614580%
20	Brett C. Barton	0.520830%	
26	Heidi C. Barton	0.520830%	
	Roy G. Barton	0.195315%	0.195315%
	Norma Chanley	0.195315%	
	Trabajo Del Spear LP	1.562500%	1.562500%
	Pardue Suspended Interest	0.390630%	
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncommitted	
	Tract Participation - Effective Control		

Tract Number		Legal De	scription
	Township 24 South, Range 28 East	Section 19:	N2NESWSE
			le Owners ted/Uncommitted)
	Total Tract Acres	5	
	Tract Participation Factor	0.104	098%
		Full Tract Working Interest	Percent Committed
	COG Operating LLC	96.614580%	96.614580%
	Brett C. Barton	0.520830%	
27	Heidi C. Barton	0.520830%	
	Roy G. Barton	0.195315%	0.195315%
	Norma Chanley	0.195315%	11/2
	Trabajo Del Spear LP	1.562500%	1.562500%
	Pardue Suspended Interest	0.390630%	
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncommitted	
	Tract Participation - Effective Control		

Tract Number		Legal Description	
	Township 24 South, Range 28 East	Section 19	: S2NESESE
		Record Title Owners OGX (% Committed/Uncommitted)	
	Total Tract Acres	5	
	Tract Participation Factor	0.104	098%
	Working Interest Owner	Full Tract Working Interest	Percent Committed
	COG Operating LLC	96.614580%	96.614580%
	Brett C. Barton	0.520830%	
28	Heidi C. Barton	0.520830%	
	Roy G. Barton	0.195315%	0.195315%
	Norma Chanley	0.195315%	
	Trabajo Del Spear LP	1.562500%	1.562500%
	Pardue Suspended Interest	0.390630%	
	Total Tract Interest	100.000%	
	Total Percentage Committed	·	
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncomi	mitted
	Tract Participation - Effective Control		

Tract Number		Section 19: S2SENESE Record Title Owners OGX (% Committed/Uncommitted)	
	Township 24 South, Range 28 East		
	Total Tract Acres		5
	Tract Participation Factor	0.104	098%
_	Working Interest Owner	Full Tract Working Interest	Percent Committed
	COG Operating LLC	96.614580%	96.614580%
	Brett C. Barton	0.520830%	
29	Heidi C. Barton	0.520830%	
	Roy G. Barton	0.195315%	0.195315%
**	Norma Chanley	0.195315%	
]	Trabajo Del Spear LP	1.562500%	1.562500%
	Pardue Suspended Interest	0.390630%	
	Total Tract Interest	100.000%	
	Total Percentage Committed	· ·	
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncommitted	
	Tract Participation - Effective Control		

Tract Number		Legal Description	
1	Township 24 South Dance 20 Foot	Section 19: N2NENESE	
	Township 24 South, Range 28 East	Record Tit	le Owners
		1	/. Horn (%
		Committed/L	Incommitted)
	Total Tract Acres		5
	Tract Participation Factor	0.104	098%
	Working Interest Owner	Full Tract Working Interest	Percent Committed
	COG Operating LLC	96.614580%	96.614580%
2.2	Brett C. Barton	0.520830%	
30	Heidi C. Barton	0.520830%	
ŀ	Roy G. Barton	0.195315%	0.195315%
==	Norma Chanley	0.195315%	
	Trabajo Del Spear LP	1.562500%	1.562500%
	Pardue Suspended Interest	0.390630%	
	Total Tract Interest	100.000%	
	Total Percentage Committed		
Tract Status (Fully, Effectively, Partially, Uncommitted)		Uncom	mitted
	Tract Participation - Effective Control		

Tract Number		Legal Description	
	Township 24 South, Range 28 East	Section 19:	N2SENWSE
		Record Title Owners Bartons (% Committed/Uncommitted)	
	Total Tract Acres		5
	Tract Participation Factor	0.104	098%
	Working Interest Owner	Full Tract Working Interest	Percent Committed
	COG Operating LLC	96.614580%	96.614580%
	Brett C. Barton	0.520830%	
31	Heidi C. Barton	0.520830%	
	Roy G. Barton	0.195315%	0.195315%
	Norma Chanley	0.195315%	
	Trabajo Del Spear LP	1.562500%	1.562500%
	Pardue Suspended Interest	0.390630%	
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncom	mitted
	Tract Participation - Effective Control		

Tract Number		Legal De	scription
	Township 24 South, Range 28 East	Section 19:	N2SWSWSE
		Record Title Owners OGX 100% Committed	
	Total Tract Acres		5
	Tract Participation Factor	0.104	098%
	Working Interest Owner	Full Tract Working Interest	Percent Committed
	COG Operating LLC	96.614580%	96.614580%
	Brett C. Barton	0.520830%	
32	Heidi C. Barton	0.520830%	
	Roy G. Barton	0.195315%	0.195315%
	Norma Chanley	0.195315%	
	Trabajo Del Spear LP	1.562500%	1.562500%
	Pardue Suspended Interest	0.390630%	
	Total Tract Interest	100.000%	
	Total Percentage Committed		
73	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncom	mitted
-	Tract Participation - Effective Control	_	

Tract Number		Legal Description	
	Township 24 South, Range 28 East	Section 20: 28	0 Ac out of W2
	Township 24 South, Range 20 East	Steven W	tle Owners 7. Horn (% Jncommitted)
	Total Tract Acres	2	80
	Tract Participation Factor	5.829496%	
33	Working Interest Owner	Full Tract Working Interest	Percent Committed
	COG Operating LLC	95.000000%	95.000000%
=	Occidental Permian	5.000000%	
143	Total Tract Interest	100.000%	
·	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncom	mitted
	Tract Participation - Effective Control		

Tract Number		Legal De	scription
	Township 24 South, Range 28 East	Section 20: I	E2SWNWSW
	Township 24 South, Nange 20 East	Record Tit	le Owners
			/. Horn (%
		Committed/L	Incommitted)
	Total Tract Acres	5	
	Tract Participation Factor	0.104098%	
		Full Tract Working	
34	Working Interest Owner	Interest	Percent Committed
	COG Operating LLC	95.000000%	95.000000%
	Occidental Permian	5.000000%	
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncommitted	
	Tract Participation - Effective Control		

Tract Number		Legal Description	
	Township 24 South Pango 28 East	Section 20:	W2SESWNW
	Township 24 South, Range 28 East	Record Tit	le Owners
		Steven W	'. Horn (%
		Committed/L	Incommitted)
	Total Tract Acres	5	
	Tract Participation Factor	0.104098%	
35	Working Interest Owner	Full Tract Working Interest	Percent Committed
	COG Operating LLC	95.000000%	95.000000%
	Occidental Permian	5.000000%	
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncom	mitted
	Tract Participation - Effective Control		

Tract Number	<i>a</i>	Legal Description Section 20: NWSENW Record Title Owners OGX (% Committed/Uncommitted)	
	Township 24 South, Range 28 East		
	====		
	Total Tract Acres	10	
	Tract Participation Factor	0.208196%	
36	Working Interest Owner	Full Tract Working Interest	Percent Committed
30	COG Operating LLC	95.000000%	95.000000%
	Occidental Permian	5.000000%	
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncommitted	
	Tract Participation - Effective Control		

Tract Number		Legal Description	
	Township 24 South, Range 28 East	Section 20:	W2NESESW
		Record Title Owners OGX (% Committed/Uncommitted)	
	Total Tract Acres	5	
	Tract Participation Factor	0.104098%	
37	Working Interest Owner	Full Tract Working Interest	Percent Committed
= = =	COG Operating LLC	95.000000%	95.000000%
	Occidental Permian	5.000000%	
a de	Total Tract Interest	100.000%	
THE RESIDENCE PROPERTY OF	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncommitted	
L	Tract Participation - Effective Control		

Tract Number		Legal Description	
	Township 24 South, Range 28 East	Section 20:	E2NENENW
		Record Title Owners OGX (% Committed/Uncommitted)	
	Total Tract Acres		5
	Tract Participation Factor	0.104098%	
38	Working Interest Owner	Full Tract Working Interest	Percent Committed
30	COG Operating LLC	95.000000%	95.000000%
	Occidental Permian	5.000000%	
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncommitted	
	Tract Participation - Effective Control		

Tract Number		Legal Description	
	Township 24 South, Range 28 East	Section 20	: NWNESW
		Record Title Owners OGX (% Committed/Uncommitted)	
	Total Tract Acres	10	
	Tract Participation Factor	0.208196%	
39	- Working Interest Owner	Full Tract Working Interest	Percent Committed
33	COG Operating LLC	95.000000%	95.000000%
	Occidental Permian	5.000000%	
	Total Tract Interest	100.000%	
Lake to	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncommitted	
	Tract Participation - Effective Control		

Tract Number		Legal Description	
	Township 24 South, Range 28 East	Section 20: N2NI	SAE E2SENWNE
	Township 24 South, Nange 20 Last	Record Tit	le Owners
			/. Horn (%
		Committed/L	Incommitted)
	Total Tract Acres	75	
	Tract Participation Factor	1.561472%	
40	Working Interest Owner	Full Tract Working Interest	Percent Committed
	COG Operating LLC	71.000000%	71.000000%
	Occidental Permian	29.000000%	
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncommitted	
	Tract Participation - Effective Control		

Tract Number		Legal Descr	
	Township 24 South, Range 28 East	Section 20:	E2SENWNE
	Township 24 South, Nange 26 East	Record Tit	le Owners
		Steven W	/. Horn (%
		Committed/L	Incommitted)
	Total Tract Acres	!	5_
	Tract Participation Factor	0.104098%	
41	Working Interest Owner	Full Tract Working Interest	Percent Committed
2.22	COG Operating LLC	71.000000%	71.000000%
	Occidental Permian	29.000000%	
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncom	mitted
	Tract Participation - Effective Control		·

Tract Number		Legal Description	
	Township 24 South, Range 28 East	Section 29: S2NENE, SENE	
			de Owners ed/Uncommitted)
	Total Tract Acres	6	0
	Tract Participation Factor	1.249	178%
	Working Interest Owner	Full Tract Working Interest	Percent Committed
	COG Operating LLC	59.218750%	59.218750%
42	Occidental Permian	40.000000%	
	Brett C. Barton	0.260420%	
	Heidi C. Barton	0.260420%	
	Roy G. Barton	0.260410%	0.260410%
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncom	mitted
	Tract Participation - Effective Control		

Tract Number		Legal Description h, Range 28 East Section 29: N2NENE	
	Township 24 South, Range 28 East		
		Record Title Owners OGX 100% Committed	
	Total Tract Acres	20	
	Tract Participation Factor	0.416393%	
	Working Interest Owner	Full Tract Working Interest	Percent Committed
	COG Operating LLC	59.218750%	59.218750%
43	Occidental Permian	40.000000%	
	Brett C. Barton	0.260420%	
	Heidi C. Barton	0.260420%	
	Roy G. Barton	0.260410%	0.260410%
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncommitted	
	Tract Participation - Effective Control		

Tract Number		Legal Description Section 29: W2NE, W2NW, W2NENW, E2SENW, SENENW, NWSENW, E2SWSENW	
	Township 24 South, Range 28 East		
		Record Title Owners Steven W. Horn (% Committed/Uncommitted)	
	Total Tract Acres	225	
	Tract Participation Factor	4.684416%	
	Working Interest Owner	Full Tract Working Interest	Percent Committed
44	COG Operating LLC	59.218750%	59.218750%
	Occidental Permian	40.000000%	
	Brett C. Barton	0.260420%	
	Heidi C. Barton	0.260420%	
	Roy G. Barton	0.260410%	0.260410%
	Total Tract Interest	100.000%	
	Total Percentage Committed		
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncommitted	
	Tract Participation - Effective Control		

Tract Number		Legal Description Section 29: E2NENENW		
	Township 24 South, Range 28 East			
į			Record Title Owners Bartons 33% Committed	
	Total Tract Acres	5		
	Tract Participation Factor	0.104098%		
	Working Interest Owner	Full Tract Working Interest	Percent Committed	
	COG Operating LLC	59.218750%	59.218750%	
45	Occidental Permian	40.000000%		
	Brett C. Barton	0.260420%		
	Heidi C. Barton	0.260420%		
	Roy G. Barton	0.260410%	0.260410%	
	Total Tract Interest	100.000%		
a dilantante Anna a managar v	Total Percentage Committed			
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncommitted		
	Tract Participation - Effective Control			

Tract Number		Legal Description		
	Township 24 South, Range 28 East	Section 29: W2NENENW		
		Record Title Owners OGX 100% Committed		
	Total Tract Acres	5		
	Tract Participation Factor	0.104098%		
	Working Interest Owner	Full Tract Working Interest	Percent Committed	
	COG Operating LLC	59.218750%	59.218750%	
46	Occidental Permian	40.000000%	-	
	Brett C. Barton	0.260420%		
	Heidi C. Barton	0.260420%	·	
	Roy G. Barton	0.260410%	0.260410%	
	Total Tract Interest	100.000%		
	Total Percentage Committed			
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncommitted		
	Tract Participation - Effective Control			

	Tract Number	Township 24 South, Range 28 East	Legal Description Section 29: W2SWSENW Record Title Owners OGX 100% Committed 5	
		Total Tract Acres		
		Tract Participation Factor	0.104	098%
		Working Interest Owner	Full Tract Working Interest	Percent Committed
		COG Operating LLC	59.218750%	59.218750%
5	47	Occidental Permian	40.000000%	
		Brett C. Barton	0.260420%	
		Heidi C. Barton	0.260420%	-
		Roy G. Barton	0.260410%	0.260410%
		Total Tract Interest	100.000%	
		Total Percentage Committed		
		Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncommitted	
		Tract Participation - Effective Control		

Tract Number		Legal Description		
48	Township 24 South, Range 28 East	Section 29: SESE		
		Record Title Owners OGX (% Committed/Uncommitted)		
	Total Tract Acres	4	10	
	Tract Participation Factor	0.832785%		
	Working Interest Owner	Full Tract Working Interest	Percent Committed	
	COG Operating LLC	69.000000%	69.000000%	
	Occidental Permian	31.000000%		
	Total Tract Interest	100.000%		
	Total Percentage Committed			
	Tract Status (Fully, Effectively, Partially, Uncommitted)	Uncom	mitted	
	Tract Participation - Effective Control			

	Tract Number		Legal Description Section 32: N2NE, SENE	
		Township 24 South, Range 28 East		
			1	tle Owners Committed
		Total Tract Acres	120	
		Tract Participation Factor	2.498355%	
	49 =	– Working Interest Owner	Full Tract Working Interest	Percent Committed
		COG Operating LLC	100.000000%	100.000000%
		Total Tract Interest	100.000%	
-11		Total Percentage Committed		
		Tract Status (Fully, Effectively, Partially, Uncommitted)	Effectively (Committed
		Tract Participation - Effective Control		



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:

3180 (NM92100) NMNM 140216X

June 3, 2019

Reference:

Application and Request for Designation Tomahawk Federal Exploratory Unit NMNM140216X

Matt Fisher COG Operating LLC One Concho Center 600 W. Illinois Avenue Midland, TX 79701

Dear Matt Fisher:

Your application of February 21, 2019, filed with the Bureau of Land Management (BLM) New Mexico State Office (NMSO), requests the designation of the **Tomahawk Federal Exploratory Unit** area, embracing **4,803.16 acres**, more or less, in Eddy County, New Mexico, as logically subject to exploration and development under the unitization provisions of the Mineral Leasing Act, as amended.

Pursuant to public interest requirements and unit plan regulations 43 CFR 3180, the land requested, as outlined on your plat marked Exhibit "A" and Exhibit "B", the Tomahawk Federal Exploratory Unit, Eddy County, New Mexico, is hereby designated as a logical unit area and has been assigned agreement number NMNM 140216X. This unit designation is for all oil and gas in the Wolfcamp formation and is valid for a period of one year from the date of this letter.

The unit agreement submitted for the area designated will provide for the drilling of one (1) obligation well to test the Wolfcamp formation with at least a two-mile horizontal well in the following location:

Obligation Well Name: Tomahawk 18 17 701H

Obligation Well Location: N/2 of secs. 18 and 17, T. 24S, R. 28E

As stated in Section 3 in the unit agreement unitized substances are as follows:

BEFORE THE OIL CONSERVATION DIVISION
Santa Fe, New Mexico
Case No. 20659 Exhibit No. 3
Submitted by:
COG OPERATING LLC

COG OPERATING LLC
Hearing Date: August 23, 2019

All land now or hereafter committed to this agreement shall constitute land referred to herein as "unitized land" or "land subject to this agreement." All oil and gas in the Wolfcamp formation of the unitized lands, defined as the stratigraphic equivalent of the top of the Wolfcamp formation at a measured depth of 9,285' beneath the surface to the base of the Wolfcamp formation at a measured depth of 10,853' beneath the surface as seen on the gamma ray log in the High Brass Fee #1 (API: 30-015-33952), located in sec. 20, Township 24 South, Range 28 East, Eddy County, New Mexico, are unitized under the terms of this agreement and herein are called "unitized substances."

Upon application by the unit operator with sufficient economic and technical justification and subsequent approval of the AO, an initial participating area shall be established for the Wolfcamp formation encompassing the unitized lands in secs. 17, 18, 19, and 20, T. 24S, R. 28E. This initial participating area shall be revised to additionally include the unitized lands in secs. 29, 30, 31, and 32, T. 24S, R. 28E when justified by the operator and approved by the AO based on unit wells drilled in secs. 31 and 32, T. 24S, R. 28E. This participating area shall be subject to the development provisions of Section 10 and the participating area provisions of Section 11 of the Unit Agreement.

Any producible wells that exist in the unit area prior to unitization will not be considered for recognition as unit wells until after establishment of an initial participating area based on the aforementioned obligation well.

Your proposed use of the Form Agreement for Unproven Areas at 43 CFR 3186.1, modified only as shown in your application and enclosed with this letter, will be accepted. It is recognized that modifications to include State of New Mexico Lands and references to the Land Commissioner in the language of this agreement have been submitted voluntarily by the operator and that such language shall not adversely affect Federal lands or limit or alter the exclusive jurisdiction and responsibilities of the BLM Authorized Officer established by the Mineral Leasing Act of 1920, as amended, and regulations promulgated at 43 CFR 3180.

If conditions are such that further modification of said standard form is deemed necessary, two copies of the proposed modifications with appropriate justification must be re-submitted to this office for preliminary approval. In the absence of any type of land requiring special provisions or of any objections not now apparent, a duly executed agreement identical with said form, modified as outlined above, will be approved if submitted in approvable status within a reasonable period of time. However, notice is hereby given that the right is reserved to deny approval of any executed agreement submitted that, in our opinion, does not serve the public interest or does not have the full commitment of sufficient lands to afford effective control of operations in the unit area.

Please include a separate recapitulation table of the latest commitment status of the interests in each tract when the executed agreement is submitted for final approval.

In preparing Exhibits "A" and "B", the format of the sample exhibits of the model form shall be followed. A minimum of three copies of the executed agreement shall be submitted with your request for final approval.

Inasmuch as this unit area contains State of New Mexico lands, the unit operator must receive approval of this unit agreement from the New Mexico State Land Office before submitting to BLM for final approval.

As provided in 43 CFR 3165.3(b), you may request an administrative review of this decision before the State Director. Per 43 CFR 3165.4, you may appeal any instructions, orders, or decisions issued by the BLM New Mexico State Office directly to the Interior Board of Land Appeals pursuant to the regulations found at 43 CFR 4. A copy of Form 1842-1, *Information on Taking Appeals to the Interior Board of Land Appeals*, is enclosed.

Sincerely,

James Glover

Supervisory Geologist

Branch of Reservoir Management

Division of Minerals

Enclosures

- 1 Designated Tomahawk Federal Exploratory Unit Agreement
- 2 BLM Form 1842-1

cc:

NM92500, M. Dupre



Stephanie Garcia Richard COMMISSIONER

State of New Mexico Commissioner of Public Lands

310 OLD SANTA FE TRAIL P.O. BOX 1148 SANTA FE, NEW MEXICO 87504-1148 COMMISSIONER'S OFFICE Phone (505) 827-5760 Fax (505) 827-5766 www.nmstatelands.org

August 20, 2019

COG Operating. LLC ATTN: Mr. Matt Fisher One Concho Center, 8th Floor 600 W. Illinois Midland, Texas 79701

Re:

Preliminary Approval Tomahawk WC Unit Eddy County, New Mexico

Dear Mr. Fisher:

We have received the unexecuted copy of the unit agreement that you submitted for the proposed Tomahawk WC Unit area, Eddy County, New Mexico. This agreement meets the general requirements of the New Mexico State Land Office, and you have this date been granted preliminary approval as to form and content.

Preliminary approval shall not be construed to mean final approval of this agreement in any way and will not extend any short-term leases until final approval and an effective date have been given.

When submitting your agreement for final approval, please include the following:

- 1. Application for final approval setting forth the tracts that have been committed and the tracts that have not been committed.
- 2. Pursuant to Rule 19.2.100.51, a statement of facts showing that:
 - a. The agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy.
 - b. Under the proposed unit operation, the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas in place under its lands in the proposed unit area.
 - c. Each beneficiary institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the unit area.
 - d. The unit agreement is in other respects for the best interest of the Trust.

- 3. All ratifications from the Lessees of Record and Working Interest Owners. The documents must contain original signatures that are acknowledged by a notary.
- Approval order from the New Mexico Oil Conservation Division. State Land Office approval is conditioned upon approval by the New Mexico Oil Conservation Division.
- 5. Final approval letter from the Bureau of Land Management.
- 6. One copy of the Unit Operating Agreement (if applicable).
- 7. A \$800 total filing fee. The filing fee is \$100 for each section or partial section included in the unit, whether federal, state, or privately owned.

If you have any questions or if we may be of further assistance, please contact Units Manager Scott Dawson, at 505.827.5791 or sdawson@slo.state.nm.us.

Stephank Garic Richard St

STEPHANIE GARCIA RICHARD COMMISSIONER OF PUBLIC LANDS

SGR/sd

cc: NMOCD – Attn: Mr. Daniel Sanchez RMD – Attn: Mr. Roddy Martinez

OCD - Mr. Will Jones

BLM - Attn: Mr. James Glover, Mr. David Chase

Units Reader Files



Stephanie Garcia Richard COMMISSIONER

State of New Mexico Commissioner of Public Lands

310 OLD SANTA FE TRAIL P.O. BOX 1148 SANTA FE, NEW MEXICO 87504-1148 COMMISSIONER'S OFFICE Phone (505) 827-5760 Fax (505) 827-5766 www.nmstatelands.org

August 20, 2019

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Re:

Preliminary Approval
Tomahawk WC Unit
Eddy County, New Mexico

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 - a. The agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy.
 - b. Under the proposed unit operation, the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas in place under its lands in the proposed unit area.
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Stephank Garic Richard/JA

STEPHANIE GARCIA RICHARD COMMISSIONER OF PUBLIC LANDS

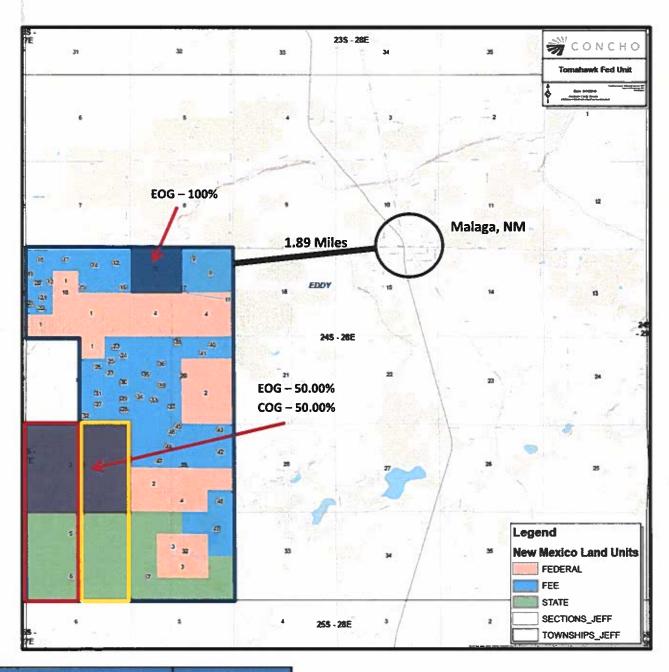
SGR/sd

cc: NMOCD – Attn: Mr. Daniel Sanchez RMD – Attn: Mr. Roddy Martinez

OCD - Mr. Will Jones

BLM - Attn: Mr. James Glover, Mr. David Chase

Units Reader Files



Working Interest Owners	Working Interest
COG Operating LLC	75.1891050%
Concho Oil & Gas	0.2373960%
Feathers to ne Development Corporation	0.1005990%
Big Three Energy Group LLC	0.1005990%
Paπot Head Properties LLC	0.1341310%
OXY WTP LP	3.0929320%
McCombs Energy LLC	0.8327850%
Tierra Oil Company LLC	0.1341310%
Prospector LLC	0.4023940%
OXY Y-1Company	0.0104020%
EOG Resources, Inc.	10.0057050%
Occidental Permian LP	6.9953950%
Brett C. Barton	0.0520490%
Heidi C. Barton	0.0520490%
Roy G. Barton Jr.	0.0173490%
RoyG. Barton, III	0.0130120%
Norma J. Chanley	0.0130120%
Trabajo Del Spear LP	0.1040980%
Lyle Rexford Butz Let ux	0.1040980%
Marathon Oil Permian LLC	2.3827340%
Pardue Suspended Interest	0.0260250%
Total:	100.0000000%

Tomahawk Fed Contract Area:

Township 24 South - Range 28 East Section 17: All Section 29: All Section 30: All Section 18: All Section 19: E2 Section 31: All Section 20: All Section 32: All Eddy County, New Mexico

Containing 4803.16 acres, more or less

EOG Contributed Tracts:

<u>Township 24 South - Range 28 East</u>

Section 17: NW Section 30: All

Eddy County, New Mexico

Containing 801.18 gross acres, more or less Comprised of 480.59 net acres

EOG Proposed DSU:

Township 24 South - Range 28 East

Section 30: W2 Section 31: W2

Eddy County, New Mexico

Containing 643.96 gross acres, more or less

EOG WI: 24.968846% COG WI: 75.031154%

EOG Proposed DSU:

Township 24 South - Range 28 East

Section 30: E2 Section 31: E2

Eddy County, New Mexico

Containing 640.00 gross acres, more or less

EOG WI: 24.968846% COG WI: 75.031154%

BEFORE THE OIL CONSERVATION DIVISION

Santa Fe, New Mexico Case No. 20659 Exhibit No. 5
Submitted by:

COG OPERATING LLC
Hearing Date: August 23, 2019

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

APPLICATION OF COG OPERATING LLC FOR APPROVAL OF THE TOMAHAWK UNIT, ELIMINATION OF INTERNAL SETBACKS WITHIN UNIT AREA, AND APPROVAL FOR SURFACE COMMINGLING, EDDY COUNTY, NEW MEXICO.

CASE NO. 20659

AFFIDAVIT

STATE OF NEW MEXICO)
) ss
COUNTY OF SANTA FE)

Elizabeth A. Ryan, attorney and authorized representative of COG Operating LLC, the Applicant herein, being first duly sworn, upon oath, states that the above-referenced Application was provided under the notice letter and proof of receipt attached hereto.

Elizabeth A. Rya

SUBSCRIBED AND SWORN to before me this 21st day of August 2019 by Elizabeth

A. Ryan.

OFFICIAL SEA!
LISAMARIE ORTIZ
NOTARY PUBLIC-STATE OF NEW MEXICO
LIV COMMISSION EXPIRES DI 14 2023

BEFORE THE OIL CONSERVATION DIVISION

Santa Fe, New Mexico
Case No. 20659 Exhibit No. 6
Submitted by:

COG OPERATING LLC
Hearing Date: August 23, 2019



July 12, 2019

<u>VIA CERTIFIED MAIL</u> RETURN RECEIPT REQUESTED

TO: ALL INTEREST OWNERS TO PROPOSED UNIT AREA

RE: <u>CASE NO. 20659</u>: APPLICATION OF COG OPERATING LLC FOR UNITIZATION OF TOMAHAWK FEDERAL EXPLORATORY UNIT, FOR ELIMINATION OF INTERNAL SETBACKS WITHIN UNIT BOUNDARY, AND FOR SURFACE COMMINGLING, EDDY COUNTY, NEW MEXICO.

Ladies and Gentlemen:

This letter is to advise you that COG Operating LLC has filed the enclosed Application for Unitization with the New Mexico Oil Conservation Division and requested that this matter be scheduled for hearing before an Examiner at 8:15 a.m. on August 8, 2019. The hearing will be held in Porter Hall in the Oil Conservation Division's Santa Fe Offices located at 1220 South Saint Francis Drive, Santa Fe, New Mexico. You are not required to attend this hearing, but as an affected party owning an interest in the proposed Unit, you may appear and present testimony. Failure to appear at that time and become a party of record will preclude you from challenging the matter at a later date.

Parties desiring to appear in this case are required by Division Rule 19.15.4.13 N.M.A.C. to file a pre-hearing statement on or before 5:00 p.m. on the Thursday preceding the scheduled hearing date. The prehearing statement must be filed at the Division's Santa Fe office at the above specified address and an additional copy provided to my office. The pre-hearing statement must include: the names of the party and its attorneys; a concise statement of the party's position in the matter; the names of all witnesses the party will call to testify at the hearing; the approximate time the party will need to present its case; and identification of any procedural matters that are to be resolved prior to the hearing.

If you have any questions please don't hesitate to contact me by phone at 505.780.8009 or by email at eryan@concho.com, or Travis Macha, Landman, by phone at 432.221.0452. or by email at tmacha@concho.com.

Very truly,

Elizabeth A. Ryan



July 12, 2019

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

OFFSETTING OPERATORS AND WORKING INTEREST OWNERS TO TO: PROPOSED UNIT AREA

CASE NO. 20659: APPLICATION OF COG OPERATING LLC FOR UNITIZATION OF RE: TOMAHAWK FEDERAL EXPLORATORY UNIT, FOR ELIMINATION OF INTERNAL SETBACKS WITHIN UNIT BOUNDARY, AND FOR SURFACE COMMINGLING. EDDY COUNTY, NEW MEXICO.

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If you have any questions please don't hesitate to contact me by phone at 505,780,8009 or by email at eryan@concho.com, or Travis Macha, Landman, by phone at 432.221.0452. or by email at tmacha@concho.com.

Very truly,

Elizabeth A. Ryan

TOMAHAWK UNIT CASE NO. 20659

NON-PARTICIPATING ROYALTY INTEREST OWNERS:

MRC PERAMIAN COMPANY ONE LINCOLN CENTRE STE 1500 5400 LYNDON B JOHNSON FWY DALLAS, TX 75240-1017

CAMARIE OIL AND GAS LLC 2502 CAMARIE AVE MIDLAND, TX 79705

WORKING INTEREST OWNERS:

Featherstone Development Corporation P.O. Box 429 Roswell, NM 88202 McCombs Energy LLC Attn: Land Manager 755 E. Mulberry Avenue San Antonio, TX 8212

Big Three Energy Group LLC P.O. Box 429 Roswell, NM 88202-0429

Parrot Head Properties LLC P.O. Box 429 Roswell, NM 88202-0429 Tierra Oil Company LLC P.O. Box 700968 San Antonio, Texas 78270-0968 Prospector LLC P.O. Box 429 Roswell, NM 88202-0429

OXY USA WTP LP 5 Greenway Plaza, Suite 110 Houston, Texas 77046

Brett C. Barton 1919 N. Turner Street Hobbs, NM 88240-2712 Roy G. Barton III 1919 N. Turner Hobbs, NM 88241-0978

Roy G. Barton Jr. 1919 N. Turner Hobbs, NM 88241-0978 Heidi C. Barton 2008 N. Vega Hobbs, NM 88240 Norma J. Chanley P.O. Box 728 Hobbs, NM 88241

Trabajo Del Spear LP P.O. Box 1684 Midland, Texas 7972 Lyle Rexford Butz II and wife, Jessie Pearl Butz 11240 Sunburst Street Sylmar, California 91342

Occidental Permian LP 5 Greenway Plaza, Suite 110 Houston, Texas 77046

EOG Resources, Inc. 5509 Champions Drive Midland, TX 79706 OXY Y-1 Company 5 Greenway Plaza, Suite 110 Houston, Texas 77046

TOMAHAWK UNIT CASE NO. 20659

OVERRIDING ROYALTY INTEREST OWNERS:

EOG RESOURCES INC PO BOX 4362 HOUSTON, TX 77210-4362 CHARLES D RAY PO BOX 51608 MIDLAND, TX 79710

NOBLE ROYALTIES ACCESS FUND IV LP PO BOX 660082 DALLAS, TX 75266-0082

NOBLE ROYALTIES ACCESS FUND V LP PO BOX 660082 DALLAS, TX 75266-0082 NOBLE ROYALTIES ACCESS FUND VI LP PO BOX 660082 DALLAS, TX 75266-0082

BIRCH ROYALTIES LLC PO BOX 660082 DALLAS, TX 75266-0082

STILLWATER INVESTMENTS PO BOX 8470 MIDLAND, TX 79708 GERARD G VAVREK 1521 2ND AVE APT 1604 SEATTLE, WA 98101

JESSE A FAUGHT JR PO BOX 52603 MIDLAND, TX 79710 WESLEY E PITTMAN PO BOX 52010 MIDLAND, TX 79701

KEVIN WIDNER 4925 RUSTIC TRAIL MIDLAND, TX 79707

MARRS & SMITH LTD 8008 SLIDE ROAD SUITE 33 LUBBOCK, TX 79424-2828

OCCIDENTAL PERMIAN LTD PO BOX 841803 DALLAS, TX 75284-1803 PEGASUS RESOURCES LLC PO BOX 733980 DALLAS, TX 75373-7339

MCMULLEN MINERALS LLC PO BOX 470857 FT. WORTH, TX 76147 OAK VALLEY MINERAL & LAND LP P O BOX 50820 MIDLAND, TX 79710 EXCALIBUR ENERGY COMPANY P O DRAWER 25045 ALBUQUERQUE, NM 87125-0045

ROBERT ENFIELD REVOCABLE TRUST C/O WELLS FARGO BANK WELLS FARGO BANK SAO P O BOX 41779 AUSTIN, TX 78704

THOMAS D DEASON 3407 ESSEX AVE LUBBOCK, TX 79407 RICHARD C DEASON 1301 HAVENHURST #217 W HOLLYWOOD, CA 90046

DMA INC 14 GRANITE CIRCLE ROSWELL, NM 88201 CHARMAR LLC 4815 VISTA DEL OSO COURT NE ALBUQUERQUE, NM 87109-2557 RUBIE CROSBY BELL FAMILY LLC C/O FRANK JANUSA, MANAGING MEMBER PO BOX 24591 NEW ORLEANS, LA 70184-4591

TOMAHAWK UNIT CASE NO. 20659

RONALD H MAYER P O BOX 2391 ROSWELL, NM 88201 SAP LLC 4901 WHITNEY LANE ROSWELL, NM 88203 BRYAN BELL 1331 3RD STREET NEW ORLEANS, LA 70130-5743

ROLLA R. HINKLE III PO BOX 2292 ROSWELL, NM 88202-2292 FOUNDATION MINERALS LLC PO BOX 50820 MIDLAND, TX 79710 MAVROS MINERALS II, LLC PO BOX 50820 MIDLAND, TX 79710

ERIC ENFIELD
DBA MLE LLC
PO BOX 1683
SANTA FE, NM 87504

ESTATE OF JERUNE CORA ALLEN DECEASED JOHN A BUDAGHER, P.R 3500 COMANCHE RD NE BLDG B ALBUQUERQUE, NM 87107

PONY OIL OPERATING LLC 4245 N CENTRAL EXPY STE 320 BOX 109 DALLAS, TX 75205

Howard A. Rubin, Inc. 623 ½ Camino Rancheros Santa Fe, NM 87505-2837 MADISON M HINKLE & SUSAN M HINKLE P O BOX 2292 ROSWELL, NM 88202-2292

TIERRA OIL COMPANY LLC PO BOX 700968 SAN ANTONIO, TX 78270-0968

CHALCAM EXPLORATION, LLC 403 TIERRA BERRENDA ROSWELL, NM 88201-0000 OXY Y-1 COMPANY P O BOX 841803 DALLAS, TX 75284 JUSTIN NINE & SARA NINE 1900 LARKSPUR DR GOLDEN, CO 80401

GOOD NEWS MINERALS, LLC P.O. BOX 50820 MIDLAND, TX 79710

CEP MINERALS LLC PO BOX 50820 MIDLAND, TX 79710 CHISHOLM ENERGY OPERATING LLC 801 CHERRY ST SUITE 1200, UNIT 20 FORT WORTH, TX 76102

MARATHON OIL PERMIAN LLC 5555 SAN FELIPE ST HOUSTON, TX 77056 PONY OIL OPERATING LLC 4245 N CENTRAL EXPY STE 320 BOX 109 DALLAS, TX 75205

CONOCO PHILLIPS COMPANY 1080 PLAZA OFFICE BUILDING BARTLESVILLE, OK 74004

ENFIELD-COFFIELD FAMILY REV PO BOX 8028 SANTA FE, NM 87504 AGAR-WHEELER LTD 3607 NORTHFIELD DRIVE MIDLAND, TX 79707 MITCHELL EXPLORATION INC STEPHEN T MITCHELL 6212 HOMESTEAD BLVD MIDLAND, TX 79707

PHILIP L WHITE PO BOX 25968 ALBUQUERQUE, NM 87125

TOMAHAWK UNIT CASE NO. 20659

OFFSETS:

Mewbourne Oil Company 500 W. Texas Ave. Suite 1020 Midland, TX 79701

EOG Resources, Inc. 5509 Champions Dr. Midland, TX 79706

ConocoPhillips Company 600 N. Diary Ashford Rd. Houston, TX 77079

Roy G. Barton III 1919 N. Turner Hobbs, NM 88241

Chevron U.S.A., Inc. 6301 Deauville Blvd. Midland, Texas 79706 Matador Production Company 5400 LBJ Freeway, Suite 1500 Dallas, TX 75240

Devon Energy Production Company LP 333 W. Sheridan Ave. Oklahoma City, OK 73102

Tap Rock Resources LLC 501 Park Point Dr., Suite 200 Golden, CO 80401

Richard P. Gaule, and Wife, Carly N. Gaule 2312 Neely Ave. Midland, TX 79705 Caza Operating LLC 200 Loraine, Suite 1550 Midland, TX 79701

Brad M. Bennett 4904 Heather Rd. Midland, TX 79705

Norma J. Chanley P.O. Box 728 Hobbs, NM 88241

Occidental Permain LTD P.O. Box 841803 Dallas, Texas 75284-1803

7017 2680 0000 1772 2097 7017 5690 0000 1772 5703 ☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$ Extra Services & Fees (check box, add fee as appropriate)

Hetum Receipt (hardcopy)

\$ CAMARIE OIL AND GAS LLC Certified Mail Fee MIDLAND, TX 79705 2502 CAMARIE AVE Adult Signature Restricted Delivery \$ Adult Signature Required 5400 LYNDON B JOHNSON FWY Certified Mail Restricted Delivery Return Receipt (electronic) ONE LINCOLN CENTRE STE 1500 MRC PERMIAN COMPANY 'S Form 3800, April 2015 PSN 7530-02-000-9047 DALLAS, TX 75240-1017 Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) \$ For delivery information, visit our website at www.usps.com* Certified Mali Fee Domestic Mail Only CERTIFIED MAIL® RECEIPT For delivery information, visit our website at www.usps.com U.S. Postal Service™ U.S. Postal Service CERTIFIED MAIL® RECEIPT omahawk Joma hawk See Reverse for Instructions #3 F 7/4 Postmark Postmark Here Here Complete items 1, 2, and 3. SENDER: COMPLETE ■ Complete Items 1, 2, and 3. MIDLAND, TX 79705 2502 CAMARIE AVE Article Number (Transfer from service label) Article Addressed to: DALLAS, TX 75240-1017 9590 9402 2589 6336 9763 58 2075 ST02 2680 0000

PS Form 3811, July 2015 PSN 7530-02-000-9053 Print your name and address on the reverse SENDER: COMPLETE THIS SECTION CAMARIE OIL AND GAS LLC Attach this card to the back of the mailpiece, or on the front if space permits. 5400 LYNDON B JOHNSON FWY Print your name and address on the reverse ONE LINCOLN CENTRE STE 1500 Attach this card to the back of the mailpiece MRC PERMIAN COMPANY so that we can return the card to you. or on the front if space permits. so that we can return the card to you. 9590 9402 2589 6336 9763 65 THE THEFT A PARTIES TOTAL AND THE 0000 1772 EOTa 3. Service Type

I Adult Signature

Adult Signature

Cartified Maile

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery 3. Service Type

Adult Signature

Adult Signature

Cartified Mail

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery A. Signator D. is delivery address different from item 1? I Yes If YES, enter delivery address below: I No ĊΩ D. Is delivery address different from item 1? If YES, enter delivery address below: Bigcoived by Rythred Name) Received by Printed Name iall Restricted Delivery Domestic Return Receipt ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted
Delivery ☐ Signature Confirmation™
☐ Signature Confirmation ☐ Return Receipt for Merchandise LIVERY Restricted Delivery C. Data of Delivery 110 OXL C. Date of Delivery ☐ Agent ☐ Addressee □ 8 □ Agent □ 198 ☐ Addressee

1772

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all Restricted Delivery

☐ Signature Confirmation™
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Restricted Delivery

Priority Mail Express®
 Registered Mail™
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7017 2680 1772 8855 1772 7017 5F90 0000 2295 San Antonio, TX 8212 755 E. Mulberry Avenue Attn: Land Manager McCombs Energy LLC Certified Mail Fee ☐ Return Receipt (hardcopy) xtra Services & Fees (check box, add fee as appropriate For delivery information, visit our website at www.usps.com? Adult Signature Restricted Delivery Adult Signature Required Certified Mail Restricted Delivery Return Receipt (electronic) U.S. Domestic Mail Only CERTIFIED MAIL® RECEIPT Roswell, NM 88202 P.O. Box 429 Corporation Featherstone Development Certified Mail Fee /S; Form 3800; April 2016 PSN 7530-02 Certified Mail Restricted Delivery Return Receipt (electronic) Adult Signature Restricted Delivery \$ Adult Signature Required ☐ Return Receipt (hardcopy) For delivery information, visit our website at www.usps.com Domestic Mail Only CERTIFIED MAIL® RECEIPT U.S. Postal Service[™] tra Services & Fees (check box, add fee as appropriate Postal Service M 12 2019 # 5 se Reverse for Instructions MA. Postmark Here SENDER: COMPLETE THIS SECTION 755 E. Mülberry Avenue Attn: Land Manager Attach this card to the back of the mailpiece, Print your name and address on the reverse McCombs Energy LLC ■ Complete items 1, 2, and 3. P.O. Box 429 Corporation so that we can return the card to you. or on the front if space permits. 7017 A Company of the Comp

COMPLETE 1HIS PLACE STUCKER AT TOP

×

is delivery address different from Item 1? ☐ Yes If YES, enter delivery address below: ☐ No

Date of Delivery

☐ Agent ☐ Addressee

A. Signathre

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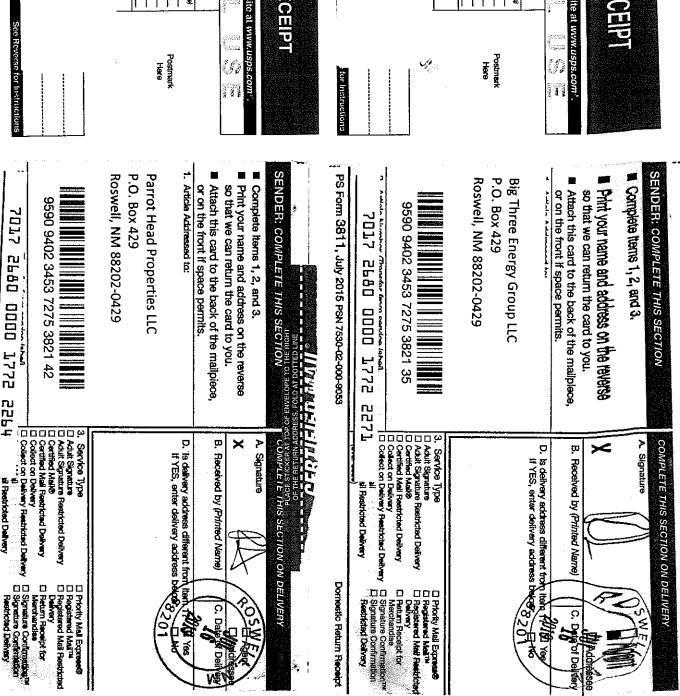
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☐ Adult Signature Restricted Delivery \$ Houston, Texas 77046 OXY USA WTP LP For delivery information, visit our website at www.usps.com Hobbs, NM 88240-2712 For delivery information, visit our website at www.usps.come. 1919 N. Turner Street CERTIFIED MAIL® RECEIPT U.S. Postal Service™ Domestic Mail Only CERTIFIED MAIL® RECEIPT U.S. Postal Service™ N COMMAN See Reverse for Instructions erse for Instructions Postmark Here Postmark Here

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Norma J. Chanley

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For delivery information, visit our website at www.usps.com*, Midland, Texas 7972 P.O. Box 1684 Trabajo Del Spear LP Adult Signature Restricted Delivery \$ For delivery information, visit our website at www.usp U.S. Postal Service[™] Pearl Butz Adult Signature Restricted Delivery \$ _ >S Form 3800, April 2015 PSN 7530-02-000-9047. 9S Form 3800, April 2015 PSN 7590-02-000-8047 CERTIFIED MAIL® RECEIP I 11240 Sunburst Street Lyle Rexford Butz II and wife, Jessie Domestic Mail Only OERTHED MAIL® RECEIPT J.S. Postal Service" See Reverse for Instructions 100 120°E

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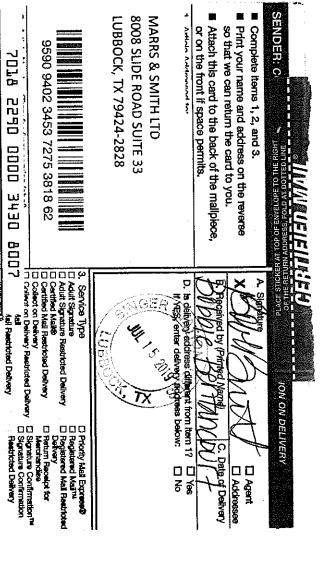
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PS Form 3800. April 2015 19, 19, 19, 19, 19, 19, 19, 19, 19, 19,	MARRS & SMITH LTD 8008 SLIDE ROAD SUITE 33 LUBBOCK, TX 79424-2828	Services & Fees (check box add fee as appropriate) Reitin Receipt (hardcopy)	U.S. Postal Service" CERTIFIED MAIL® RECEIPT Domestic Mail Only For delivery information, visit our website at www.usps.com.	PS Form 3800. April 2015 ASATIO, SERVING See Reverse for Instructions	KEVIN WIDNER 4925 RUSTIC TRAIL MIDLAND, TX 79707	Stria Services & Fees (zheck box, add fee as appropriate) Return Receipt (electority) \$		U.S. Postal Service"

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PS Form 3811, July 2015 PSN 7630-02-000-003

0000 3430 7994 2290 2290 0000 3430 7018 7987 7018 Cortified Mail Fee Certified Mail Fee DALLAS, TX 75373-7339 PO BOX 733980 **PEGASUS RESOURCES LLC** For delivery information, visit our website at www.us U.S. Postal Service™ OCCIDENTAL PERMIAN LTD PS Form 3800, April 2015 FREE Seven DALLAS, TX 75284-1803 PO BOX 841803 CERTIFIED MAIL® RECEIPT Domestic Mail Only For delivery information, visit our website at www.usps.com Domestic Mail Only CERTIFIED MAIL® RECEIPT add fee as appropriate, -July 12 7819 OVERED for Ins Postmerk Here *******

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3. Service Type □ Adult Signature □ Adult Signature □ Countified Mailing □ Certified Mail Restricted Delivery □ Certified Mail Restricted Delivery □ Collect on Restricted Delivery □ Restricted Delivery □ Restricted Delivery □ Restricted Delivery □ Restricted Delivery	B/Received by (Printed Name) C. Date of Delivery C. Date of Delivery D. Is delivery address different from item 1? Yes If YES, enter delivery address below:	Domestic Return Receipt L. F.	3. Service Type Adult Signature Restricted Delivery Registered Mail Restricted Delivery Registered Mail Restricted Delivery Receipt for Merchandise Collect on Delivery Restricted Delivery Signature Confirmation Itali Restricted Delivery Restri	D. is delivery address different from them 1? \(\subseteq\) Yes! If YES, enter delivery address below: \(\subseteq\) No	A. Signature A. Signature B. Received by (Printed Name) B. Received by (Printed Name)

PS Form 3811, July 2015 PSN 7530-02-000-9053

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted
Delivery

☐ Agent

SENDER: COMPLETE THIS SECTION

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ROBERT ENFIELD REVOCABLE TRUST C/O WELLS FARGO BANK	so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.	SENDER: COMPLETE THIS SECTION Complete items 1, 2, and 3. Print your name and address on the reverse	PS Form 3811, July 2015 PSN 7530-02-000-8053	Article Number (Transfer from sensitive fired) 7018 2290 0000 3430 7956	9590 9402 3453 7275 3819 16	P O DRAWER 25045 ALBUQUERQUE, NM 87125-0045	EXCALIBUR ENERGY COMPANY	Attach this card to the back of the mailpiece, or on the front if space permits.	Print your name and address on the reverse so that we can return the card to you.
D. Is delivery address different from item 1? Li Yes If YES, enter delivery address below:	By Feceived by (Printed Name) C. Date of Delivery	A. Signature A. Signature	DO DESCRIPTION DE COMPANION DE	Collect on Delivery Restricted Delivery Clail lail Restricted Delivery (over-soon)	3. Service Type	Alb, NM 57125	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	B. Received by (Painted Name) C. Date of Delivery	X A D Addressee

PS Form 3811, July 2015 PSN 7530-02-000-9053

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3. Service Type

Adult Signature

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Delivery

See Reverse for instructions

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AUSTIN, TX 78704 SI SUMBBOO ADIIIZUIS ESII P O BOX 41779 C/O WELLS FARGO BANK

ROBERT ENFIELD REVOCABLE TRUST

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Certified Mail Restricted Delivery Adult Signature Restricted Delivery \$ Adult Signature Required Return Receipt (electronic)

Postmark

C/O WELLS FARGO BANK WELLS FARGO BANK SAO

☐ Agent ☐ Addressee

AUSTIN, TX 78704 P O BOX 41779 3430

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U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only For delivery information, visit our website at www.usps.com* State Services & Fees forest box, and fee as appropriate)
EIPT at www.usps.com* Postmark Here e at www.usps.com* Fostmark Postmark Postmark Phere

RICHARD C DEASON 1301 HAVENHURST #217 W HOLLYWOOD, CA 90046	SENDER: COMPLETE THIS SECTION Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.	9590 9402 3453 7275 3817 63 9590 9402 3453 7275 3817 63 7018 2290 1000 343 7275 3817 63	THOMAS D DEASON 3407 ESSEX AVE LUBBOCK, TX 79407	tems 1, 2, and 3. tems and address on the reverse can return the card to you. card to the back of the mailpiece, ont if space permits.
D, is delivery address different from frem 17. LL Yes If YES, enter delivery address below: ☐ No		3. Service Type Adult Signature Priority Mail Express® Registered Mail™ Restricted Delivery Registered Mail Restricted Delivery Signature Confirmation Mail Restricted Delivery Signature Confirmation Restricted Delivery Re	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	Scaldon Asin Labalitado a solid In Mannous 190 y a COMPLETE THIS SECTION ON DELIVERY A. Signature X. A. Signature B. Received by (Printed Name) C. Date of Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

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A. Signature

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☐ Agent☐ Addressee☐ C. Date of Delivery

B. Received by (Printed Name)

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D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No

Print your name and address on the reverse

so that we can return the card to you.

Complete items 1, 2, and 3.

ee Reverse for Instructions		Postmark Here	IPT
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PS Form 3811, July 2015 PSN 7530-02-000-9053

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3. Service Type

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☐ Registered Mail™
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Delivery

4815 VISTA DEL OSO COURT NE ALBUQUERQUE, NM 87109-2557

CHARMAR LLC

RS. Form 3800; April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Domestic Return Receipt

☐ Signature Confirmation™
☐ Signature Confirmation
Restricted Delivery ☐ Return Receipt for Merchandise

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RUBIE CROSBY BELL FAMILY LLC		
C/O FRANK JANUSA, MANAGING		
MEMBER		
PO BOX 24591		7
NEW ORLEANS, LA 70184-4591		f
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So that we can return the card to you. Attach this card to the back of the malipiece, or on the front if space permits. **RUBIE CROSBY BELL FAMILY LLC C/O FRANK JANUSA, MANAGING MEMBER **PO BOX 24591 **NEW ORLEANS, LA 70184-4591 **NEW ORLEANS, LA 70184-4591 **Service Type Cartified Mails C	■ Complete items 1, 2, and 3.
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Return Receipt (hardcopy)

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Certified Mail Fee

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☐ Return Receipt (electronic)
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☐ Adult Signature Required

Postmark Here

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Pottage

Adult Signature Restricted Delivery \$

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RONALD H MAYER P O BOX 2391

ROSWELL, NM 88201

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See Reverse for Instructions

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Domestic Mall Only

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U.S. Postal Service"

For delivery information, visit our website at www.usps.com ..

PS Form 3811, July 2015 PSN 7530-02-000-9053

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PS Form 3811, July 2015 PSN 7530-02-000-9053	TC82 0E4E 0000 0E3 8T02	9590 9402 3453 7275 3818 24	SAP LLC 4901 WHITNEY LANE ROSWELL, NM 88203	SENDER: COMPLETE THIS SECTION Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.
Domestic Return Receipt	Collect on Delivery Restricted Delivery Delivery Lail lail Hestricted Delivery Cover 5500)	3. Service Type □ Adult Signature □ Adult Signature □ Certified Mail Restricted Delivery □ Certified Mail Express® □ Certified Mail Express® □ Return Receipt for Merchandise	· ·	A. Signature X. Manual Section on Delivery A. Signature B. Received by (Printed Name) D. Is delivery address different from item 17 If YES, enter delivery address below:

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U.S. Postal Service (CERTIFIED MAIL® RECEIP Domestic Mail Only) For delivery information, visit our website at wwi and fee as appropriate stra Services & Fees (check box, acid fee as appropriate) (Sectionic) (U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only For delivery information, visit our website at www.uisps.com®. For delivery information, visit our website at www.uisps.com®. For delivery information, visit our website at www.uisps.com®. Certified Mail Fees (check box, add fee as appropriate) Samples & Fees (check box, add fee as appropriate)
W.usps.com*. Postmark Here	Postmark Here

MIDLAND, TX 79710 PS Form 3811, July 2015 PSN 7530-02-000-9053 PO BOX 50820 FOUNDATION MINERALS LLC Attach this card to the back of the mailpiece, SENDER: COMPLETE THIS SECTION Article Number Manefer from sendoe lehell SENDER: COMPLETE THIS SECTION Complete items 1, 2, and 3. **ROSWELL, NM 88202-2292** ■ Print your name and address on the reverse Print your name and address on the reverse PO BOX 2292 ROLLA R. HINKLE III Attach this card to the back of the mailpiece, or on the front if space permits. so that we can return the card to you. Complete items 1, 2, and 3. 9590 9402 3453 7275 3818 55 or on the front if space permits. so that we can return the card to you. 9590 9402 3453 7275 3818 48 0482 0646 0000 0622 8102 7018 2290 0000 3430 7857 OF THE RETURNADDRESS, FOLD AT DOTTED LINE 3. Service Type

Adult Signature

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PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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PS Form 3811, July 2015 PSN 7530-02-000-9053

See Reverse for Instructions

SANTA FE, NM 87504

PO BOX 1683

DBA MLE LLC **ERIC ENFIELD** 1 Article Addressed to.

Is delivery address different from them 1? ' \(\text{YES}'\) enter delivery address below: \(\text{IN}\) No

C. Date of Delivery

Addressee

or on the front if space permits.

Attach this card to the back of the mailpiece,

Print your name and address on the reverse so that we can return the card to you.

Complete items 1, 2, and 3.

3. Service Type

Adult Signature Asstricted Delivery

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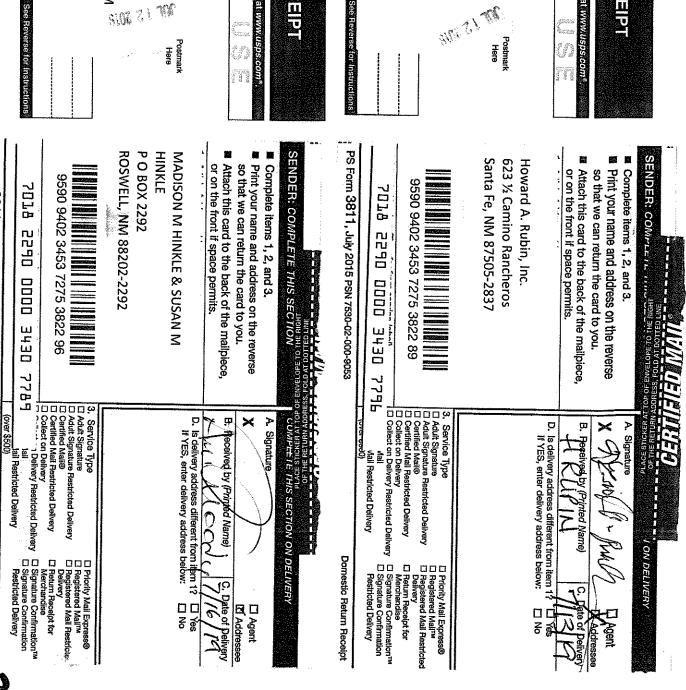
Restricted Delivery Domestic Return Receipt

over \$500) il Restricted Delivery

7017 2680 0000 17772 235b 7018 2270 0000 3430 7819 STE 320 BOX 109 **4245 N CENTRAL EXPY** ☐ Certified Mail Restricted Delivery
☐ Adult Signature Required Certified Mail Fee PONY OIL OPERATING LLC Return Receipt (electronic) DECEASED ESTATE OF JERUNE CORA ALLEN Extra Services & Fees (check box, Certified Mail Fee **DALLAS, TX 75205** Adult Signature Required ☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery Adult Signature Restricted Delivery \$ For delivery information, visit our website at www.usps.com OERIIIED MAIL® RECEIPT U.S. 9S Form **3800, A**pril 2015 PSN 7630-02-000-9047 ALBUQUERQUE, NM 87107 3500 COMANCHE RD NE BLDG JOHN A BUDAGHER; P.R Adult Signature Restricted Delivery \$ ☐ Return Receipt (hardcopy) Domestic Mail Only For delivery information, visit our website at www.usps.com*. CERTIFIED MAIL® RECEIPT Postal Service™ 280 σ See Reverse for Instructions Postmark Here

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U.S. Postal Service (CERTIFIED MAIL® RECEIPT Domestic Mail Only) For delivery information, visit our website at www.usps.com*. Certified Mail Fees (check box, add fee as appropriate) Return Receipt (hardcopy)	CERTIFIED MAIL® RECEIPT Domestic Mail Only For delivery information, visit our website at www.usps.com*. Certified Mail Fees (shock box, add fee as appropriate) Sextra Services & Fees (shock box, add fee as appropriate) Return Receipt (hardcopy) Return Receipt (hardcopy) Return Receipt (hardcopy) Adult Signature Required Adult Signature Required Adult Signature Restricted Delivery \$ Postage Postage Postage Postage Postage Postage Santa Fe, NM 87505-2837 See Reverse for Instructions
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PS Form 3800, April 2015 PSN 7530-02-000-9047

PS Form 3811, July 2015 PSN 7530-02-000-9053 2. Article Number Manadar from con Print your name and address on the reverse SAN ANTONIO, TX 78270-0968 PO BOX 700968 TIERRA OIL COMPANY LLC Attach this card to the back of the maliplece, or on the front if space permits. so that we can return the card to you. 7016 9590 9402 3453 7275 3823 02 1370 0000 0397 P80T 3. Service Type

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PS Form 3811, July 2015 PSN 7530-02-000-9053

7017 5690 7017 5690 1772 2400 0000 1772 2417 Extra Services & Fees (check box, add fee as appropriate Extra Services & Fees (check box, add fee as appropriate Certified Mail Fee PS Form 3800, April 2015 PSN 7530-02-000 **GOLDEN, CO 80401** 1900 LARKSPUR DR Certified Mail Fee Adult Signature Restricted Delivery \$ Adult Signature Required Certified Mail Restricted Delivery ☐ Return Receipt (electronic) P O BOX 841803 OXY Y-1 COMPANY Return Receipt (electronic) **JUSTIN NINE & SARA NINE** Return Receipt (hardcopy) Adult Signature Required DALLAS, TX 75284 Certified Mail Restricted Delivery Return Receipt (hardcopy) For delivery information, visit our website at www.usps.com* Adult Signature Restricted Delivery \$ For delivery information, visit our website at www.usps.com® CERTIFIED MAIL® RECEIPT Domestic Mail Only U.S. Postal Service™ J.S. Postal Service" Service Service 2003 2003 2003 4 7. $\tilde{V}_{i,j}$ Postmark Here 1 for Instructions

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Adult Signature

Adult Signature Restricted Delivery

Certified Mail Restricted Delivery

Collect on Delivery Restricted Delivery 3. Service Type

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Collect on Delivery Restricted Delivery A. Signature A. Signatu COMPLETE THIS SECTION ON DELIVERY D. Is delivery address different from item 17 If YES, enter delivery address below: œ Is delivery address different from item 1? If YES, enter delivery address below: Received by (Printed Name) Received by (Printed Name) 1900 (mayspar 1)C all Restricted Delivery 100 ST. 到山上 1 5 2019 Priority Mail Express®
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PS Form 3811, July 2015 PSN 7530-02-000-9053

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PS Form 3811, July 2015 PSN 7530-02-000-9053

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PS Form 3811, July 2015 PSN 7530-02-000-9053

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PS Form 3811, July 2015 PSN 7530-02-000-9053

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Print your name and address on the reverse Complete items 1, 2, and 3. SENDER: COMPLETE THIS SECTION Dallas, TX 75240 5400 LBJ Freeway, Suite 1500 Matador Production Company Attach this card to the back of the mailpiece, or on the front if space permits. so that we can return the card to you. Autiala Addranand tas 7017 9590 9402 2589 6336 9763 96 1992 1772 272 3. Service ...

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PS Form 3811, July 2015 PSN 7530-02-000-9053

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5400 LBJ Freeway, Suite 1500

Matador Production Company

Dallas, TX 75240

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For delivery information, visit our website at www.usps.com*

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☐ Agent ☐ Addressee

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EOG Resources, Inc. 5509 Champions Drive

Midland, TX 79706

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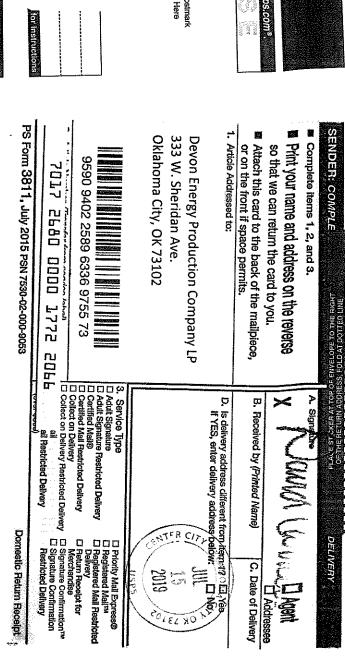
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Adult Signature Restricted Delivery \$ Extra Gervices & Fees (check box, add fee as appropriate Houston, TX 77079 600 N. Diary Ashford Rd outra. Services & Feets (check box, add fee as appropriate Certified Med Restricted Dollvery 28 Form 3600, April 2015 485 755 webse-☐ Certified Mail Rastricted Delivery ☐ Ratum Receipt (electronic) U.S. Postal Service™ ☐ Return Receipt (electronic) ☐ Return Receipt (hardcopy) For delivery information, visit our website at www.usps.com. ConocoPhillips Company CERTIFIED MAIL® RECEIPT Golden, CO 80401 501 Park Point Dr., Suite 200 For delivery information, visit our website at www.usps.com* Domestic Mail Only Tap Rock Resources LLC CENTIFIED WAIL® RECEIPT U.S. Postal Service Heram Hooept (hardcopy) 3 19 \$ / Postmerk Postmerk

for Instructions or Instructions SENDER: COMPLETE THIS SECTION Print your name and address on the reverse ■ Complete Items 1, 2, and 3. SENDER: COMPLETE THIS SECTION Article Arignment to: Attach this card to the back of the mailplece, ■ Complete Items 1, 2, and 3. Golden, CO 80401 501 Park Point Dr., Suite 200 Print your name and address on the reverse PS Form 3811, July 2015 PSN 7530-02-000-9053 Tap Rock Resources LLC Article Addressed to: 600 N. Diary Ashford Rd. ConocoPhillips Company or on the front if space permits. so that we can return the card to you. Houston, TX 77079 Attach this card to the back of the mallplece, or on the front if space permits. so that we can return the card to you. 9590 9402 2589 6336 9763 03 7017 9590 9402 2589 6336 9756 27 7017 2660 0000 1772 2680 0000 1772 2035 감하미구 3. Service Type

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PS Form 3811, July 2015 PSN 7530-02-000-9053

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Adult Signature Restricted Delivery \$ Certified Mail Fee Postage Certified Mail Fee P.O. Box 841803 Occidental Permain LTD For delivery information, visit our website at www.usps.com Carly N. Gaule Richard P. Gaule, and Wife, Midland, TX 79705 2312 Neely Ave. Dallas, Texas 75284-1803 For delivery information, visit our website at www.usps.com® Domestic Mail Only S Form 3800, April 2015 PSN 7530-02-000-9047 Domestic Mail Only CERTIFIED MAIL® RECEIPT U.S. Postal Service U.S. Postal Service" 100 3 **6** 44 51.70. Postmark Ļ Postmark Here Here

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PS Form 3811, July 2015 PSN 7530-02-000-9053

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S Form 3800, April 2015 PSN 7830-02-000-9047

Domestic Return Receipt

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	U.S. Postal Service"

PS Form 3800, April 2015 PSN 7530-02-000-9047	Midland, Texas 79706	6301 Deauville Blvd.
See Reverse for Instructions	3	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

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PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

W. M. Buhan

B. Received by (Printed Name)

Maria Brown

C. Date of Delivery ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? If YES, enter delivery address below: Mown ON □

Domestic Return Receipt

RETURNED CERTIFIED MAIL:

Heidi C. Barton

Lyle Rexford Butz II and wife, Jessie Pearl Butz

Kevin Widner

Bryan Bell

Estate of Jerune Cora Allen Deceased, John A. Budagher, P.R.

Pony Oil Operating LLC

Enfield-Coffield Family Rev.

Brad M. Bennett



June 19, 2019

Via E-Certified Mail 91 7199 9991 7039 1755 6294 EOG Resources, Inc. 5509 Champions Drive Midland, TX 79706

RE: Tomahawk Federal Exploratory Unit

Notice and Consent to Join Unit Lands within T24S-R28E, Eddy Co., NM

To Whom It May Concern,

COG Operating LLC ("COG") proposes to form the Tomahawk Federal Exploratory Unit (the "Unit") in the lands described below in Eddy County, New Mexico. The Unit will include each federal, state, and fee acreage. The purpose of this letter is to inform you and all other Working Interest Owners in the Unit of COG's proposal and invite your participation in this Unit. The Unit encompasses the following acreage and depths:

Township 24 South, Range 28 East, N.M.P.M., Eddy County, New Mexico

Section 17: All	Section 29: All
Section 18: All	Section 30: All
Section 19: E/2	Section 31: All
Section 20: All	Section 32: All

(containing 4,803.16 acres, more or less) (the "Lands"),

LIMITED TO THE WOLFCAMP FORMATION ONLY.

Each the Bureau of Land Management ("BLM"), State Land Office ("SLO") and the New Mexico Oil Conservation Division ("NMOCD") provided positive feedback and are giving full support for COG's formation of the Unit due to COG's efficient development plans and in the interest of conservation. In addition to finalizing the form of Unit Agreement with the BLM and SLO, COG will soon file its Application for Unitization ("Application") with the NMOCD. After discussions with the NMOCD, COG's Application will include a request for elimination of all internal setbacks with the boundaries of the Unit to provide proper placement of each well to increase economics. Additionally COG will submit a request for surface commingling to reduce the need for as many facilities on the acreage and protect the surface, which includes the Black River.

As shown on Exhibit B to the Unit Agreement, EOG Resources, Inc., is the current Working Interest Owners of record as to the following tracts in the Tomahawk Unit:

- Tract 2 (Sec 30: All, Sec 20: S/2NW/4, SE/4, Sec 29: N/2S/2, SW/4SW/4)
- Tract 10 (Sec 17: NW/4)

BEFORE THE OIL CONSERVATION DIVISION

Enclosed for your review and approval is the proposed Unit Agreement, Unit Operating Agreement, as well as four (4) copies of the requested Unit Agreement signature pages. Please execute, acknowledge, and return three (3) originals to me at the address below, keeping one for your records. Thank you for your time and consideration of this matter. We look forward to your participation in this lucrative project with us. If you have any questions at all please don't hesitate to contact me by phone at 432.221.0452. or by email at tmacha@concho.com.

Respectfully,

Travis Macha Landman

Enclosures

Status

Your item was picked up at a postal facility at 7:36 am on June 24, 2019 in MIDLAND, TX 79702.



June 24, 2019 at 7:36 am
Delivered, Individual Picked Up at Postal Facility
MIDLAND, TX 79702

Delivered

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Tracking History

Your item was picked up at a postal facility at 7:36 am on June 24, 2019 in MIDLAND, TX 79702. MIDLAND, TX 79702 June 24, 2019, 7:36 am Delivered, Individual Picked Up at Postal Facility

June 21, 2019, 10:06 am

Delivery Attempted - No Access to Delivery Location MIDLAND, TX 79706

June 21, 2019, 12:21 am

Departed USPS Regional Facility

MIDLAND TX DISTRIBUTION CENTER

June 20, 2019, 7:37 pm
Arrived at USPS Regional Facility
MIDLAND TX DISTRIBUTION CENTER

Product Information

CURRENT-ARGUS

AFFIDAVIT OF PUBLICATION

Ad No. 0001291258

COG OPERATING, LLC 1048 PASEO DE PERALTA

SANTA FE NM 87501

I, a legal clerk of the Carlsbad Current-Argus, a newspaper published daily at the City of Carlsbad, in said county of Eddy, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements may be published; that the printed notice attached hereto was published in the regular and entire edition of said newspaper and not in supplement thereof on the date as follows, to wit:

07/13/19

Legal Clerk

Subscribed and sworn before me this 19th of August 2019.

State of Wil, County of Brown NOTARY PUBLIC

My Commission Expires



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

The State of New Mexico through its Oil Conservation Division hereby gives notice pursuant to law and the Rules and Regulations of the Division of the following public hearing to be held at 8:15 A.M. on August 8, 2019, in the Oil Conservation Division Hearing Room at 1220 South St. Francis, Santa Fe, New Mexico, before an examiner duly appointed for the hearing. If you are an individual with a disability who is in need or a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing, please contact Florene Davidson at 505-476-3458 or through the New Mexico Relay Network, 1-800-659-1779 by July 30, 2019. Public documents including the agenda and minutes can be provided in various accessible forms. Please contact Florene Davidson if a summary or other type of accessible form is needed.

STATE OF NEW MEXICO All named parties and persons Having any right, title, interest or claim in the following cases and notice to the public.

(NOTE: All land descriptions herein refer to the New Mexico Principal Meridian whether or not so stated.)

To:All Overriding Royalty Interest Owners, Non-Participating Royalty Interest Owners, Pooled Parties, Offsetting Operators and Working Interest Owners, including the Bureau of Land Management; Agar-Wheeler LTD; Estate of Jerune Cora Allen Deceased John A. Budagher, P.R., its successors or assigns; Roy G. Barton Jr., his successors or assigns; Roy G. Barton Jr., his successors or assigns; Roy G. Barton Jr., his successors or assigns; Brad M. Bennett, his successors or assigns; Bryan Bell, his successors or assigns; Big Three Energy Group LLC; Birch Royalties LLC; Lyle Rexford Butz II and wife, Jessie Pearl Butz, their successors or assigns; Ceararie Oil and Gas LLC; Caza Operating, LLC; CEP Minerals LLC; Chalcam Exploration, LLC; Charmar LLC; Chevron U.S.A., Inc.; Chisholm Energy Operating LLC; Conoco Phillips Company; Norma J. Chanley, her successors or assigns; Thomas D. Deason, his successors or assigns; Thomas D. Deason, his successors or assigns; Thomas D. Deason, his successors or assigns; Devon Energy Production Company LP; DMA Inc.; Eric Enfield d/b/a MLE LLC, his successors or assigns; Robert Enfield Revocable Trust c/o Wells Fargo Bank, Wells Fargo Bank SAO, its successors or assigns; Ended Family Rev. Trust, its successors or assigns; EoG Resources, Inc.; Excalibur Energy Company; Jesse A. Faught Jr., his successors or assigns; Foundation Minerals LLC; Richard P. Gaule, and wife Carly N. Gaule, their successors or assigns; Good News Minerals, LLC; Madison M. Hinkle & Susan M. Hinkle, their successors or assigns; Rolla R. Hinkle III, his successors or assigns; MRC Permian Company; Marathon Oil

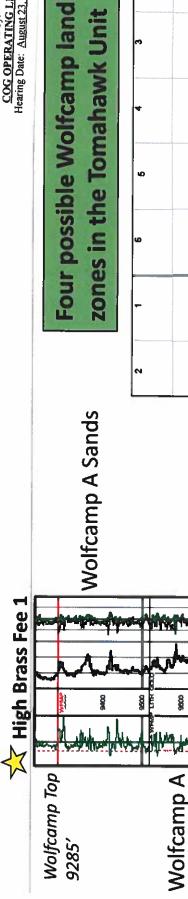
Permian LLC; Marrs & Smith LTD; Matador Production Company; Mavros Minerals II, LLC; Ronald H. Mayer, his successors or assigns; McCombs Energy LLC; McMullen Minerals LLC; Mewbourne Oil Company; Mitchell Exploration Inc., Steven T. Mitchell; Justin Nine and Sara Nine, their successor and assigns; Noble Royalties Access Fund V LP; Noble Royalties Access Fund V LP; Noble Royalties Access Fund V LP; Noble Royalties Access Fund VI LP; Oak Valley Mineral & Land LP; OXY USA WTP LP; Occidental Permian LP; Occidental Permian Ltd; OXY Y-1 Company; Parrot Head Properties LLC; Pegasus Resources LLC; Wesley E. Pittman, his successors or assigns; Howard A. Rubin, Inc., Its successors or assigns; SAP LLC; Stillwater Investments; Tap Rock Resources LLC; Tierra Oil Company LLC; Trabajo Del Spear LP; Gerard G. Vavrek, his successors or assigns; Hollip L. White, his successors or assigns; Philip L. White, his successors or assigns;

Case No. 20659: Application of COG Operating LLC for Approval of the Tomahawk Unit, Elimination of Internal Setbacks within Unit Area, and Approval for Surface Commingling, Eddy County, New Mexico. Applicant seeks approval for its Tomahawk Unit consisting of 4,803.16 acres, more or less, of federal, state, and fee lands situated in all or parts of Sections 17-20, and 29-32 of Township 24 South, Range 28 East, N.M.P.M., Eddy County, New Mexico. The Unitized Interval includes all formations from the top of the Wolfcamp Formation. In addition, Applicant seeks an order eliminating all internal setbacks within the proposed Unit Area and approval of surface commingling. The subject acreage is approximately 1.89 miles west of Malaga, New Mexico. Pub: July 13, 2019 #1291258

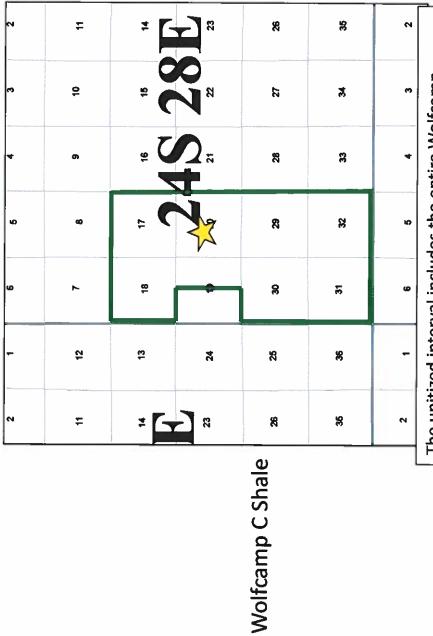
Santa Fe, New Mexico Case No. 20659 Exhibit No.











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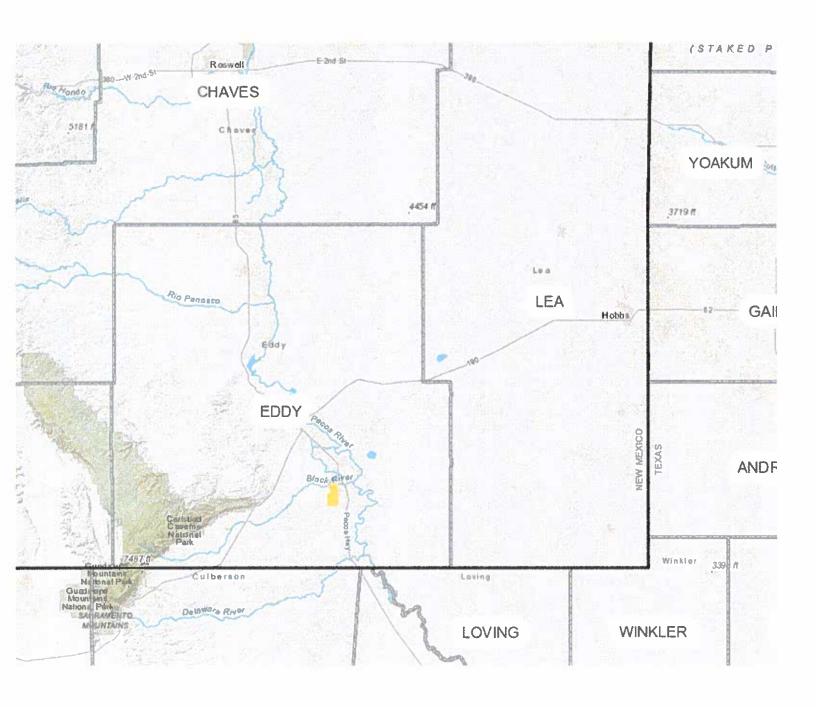
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CONCH

10,853' feet on the gamma ray log in the High Brass Fee measured depth of 9,285 feet, and the base occurs at #1 well located in SE NW Section 20, T. 24 S., R. 28 E., The unitized interval includes the entire Wolfcamp formation. The top of the Wolfcamp occurs at a Eddy County, New Mexico.

Top of Penn 10,853'



Tomahawk Fed Contract Area:



Section 17: All Section 29: All Section 18: All Section 30: All Section 19: E2 Section 31: All Section 20: All Section 32: All

Eddy County, New Mexico

Containing 4803.16 acres, more or less

BEFORE THE OIL CONSERVATION DIVISION

Santa Fe, New Mexico
Case No. 20659 Exhibit No. 10
Submitted by:
COG OPERATING LLC
Hearing Date: August 23, 2019

		Living Divinen State Hink	No.	INDIAN FLATS	
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1245 R24E	T24S R25E	724S R26E	T24S R27E	Malaga T24S R28E	7248 R29E
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T26S R24E	T26S R25E	T26S R26E	T26S R27E	T26S R28E	T26S R29E

Tomahawk Fed Contract Area:

Township 24 South - Range 28 East

Section 17: All Section 29: All Section 18: All Section 30: All Section 19: E2 Section 31: All Section 20: All Section 32: All

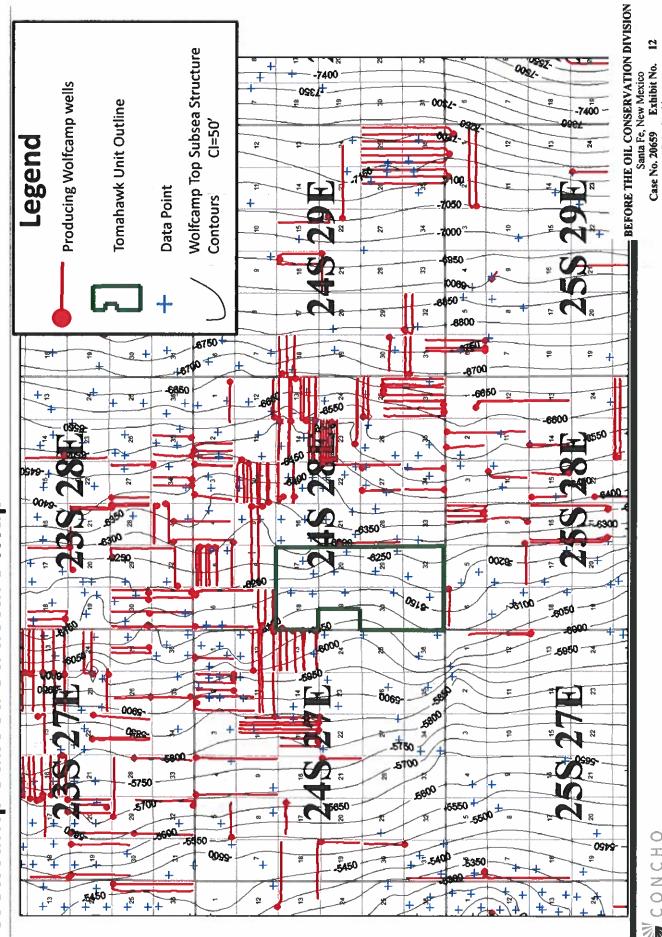
Eddy County, New Mexico

Containing 4803.16 acres, more or less

BEFORE THE OIL CONSERVATION DIVISION
Santa Fe, New Mexico
Case No. 20659 Exhibit No. 11
Submitted by:
COG OPERATING LLC
Hearing Date: August 23, 2019



Wolfcamp Subsea Structure Map





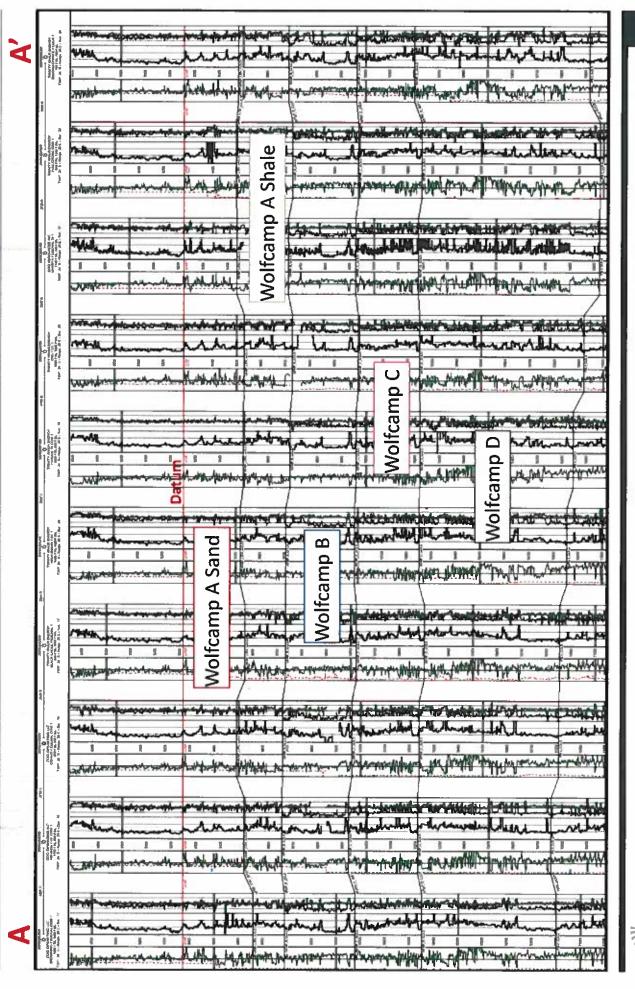
Submitted by:
COG OPERATING LLC
Hearing Date: August 23, 2019

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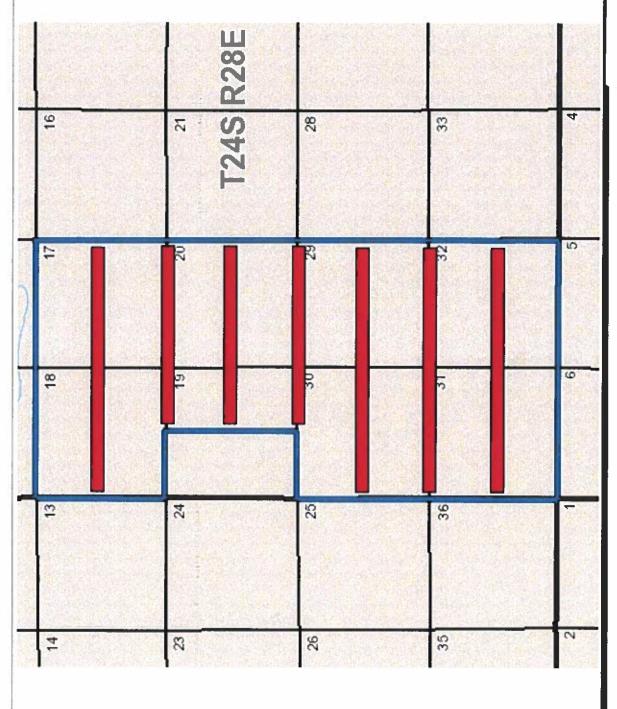
BEFORE THE OIL CONSERVATION DIVISION
Santa Fe, New Mexico
Case No. 20659 Exhibit No. 13
Submitted by:
COG OPERATING LLC
Hearing Date: August 23, 2019

Cross Section





Benefit of Elimination of Internal Setbacks





BEFORE THE OIL CONSERVATION DIVISION
Santa Fe, New Mexico
Case No. 20659 Exhibit No. 14
Submitted by:
COG OPERATING LLC
Hearing Date: August 23, 2019

CURRENT-ARGUS

AFFIDAVIT OF PUBLICATION

Ad No. 0001291258

COG OPERATING, LLC 1048 PASEO DE PERALTA

SANTA FE NM 87501

i, a legal clerk of the Carlsbad Current-Argus, a newspaper published daily at the City of Carlsbad, in said county of Eddy, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements may be published; that the printed notice attached hereto was published in the regular and entire edition of said newspaper and not in supplement thereof on the date as follows, to wit:

07/13/19

Legal Clerk

Subscribed and sworn before me this 19th of August 2019.

State of WI, County of Brown NOTARY PUBLIC

My Commission Expires



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

The State of New Mexico through its Oil Conservation Division hereby gives notice pursuant to law and the Rules and Regulations of the Division of the following public hearing to be held at 8:15 A.M. on August 8, 2019, in the Oil Conservation Division Hearing Room at 1220 South St. Francis, Santa Fe, New Mexico, before an examiner duly appointed for the hearing. If you are an individual with a disability who is in need or a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing, please contact Florene Davidson at 505-476-3458 or through the New Mexico Relay Network, 1-800-659-1779 by July 30, 2019. Public documents including the agenda and minutes can be provided in various accessible forms. Please contact Florene Davidson if a summary or other type of accessible form is needed.

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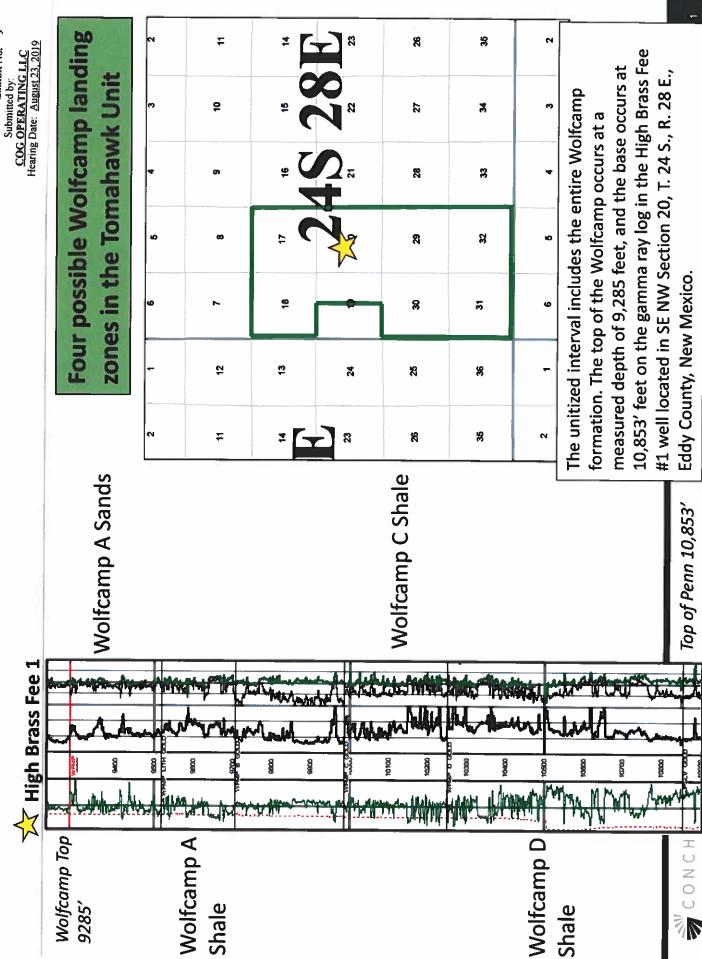
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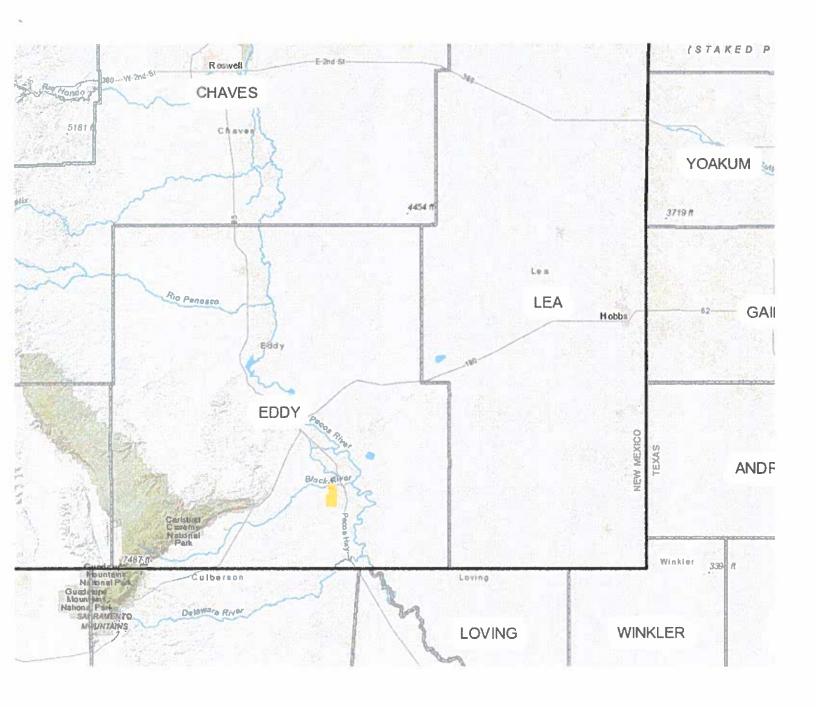
To:All Overriding Royalty Interest Owners, Non-Participating Royalty Interest Owners, Pooled Parties, Offsetting Operators and Working Interest Owners, including the Bureau of Land Management; Agar-Wheeler LTD; Estate of Jerune Cora Allen Deceased John A. Budagher, P.R., its successors or assigns; Roy G. Barton III, his successors or assigns; Roy G. Barton Jr., his successors or assigns; Roy G. Barton Jr., his successors or assigns; Brad M. Bennett, his successors or assigns; Brad M. Bennett, his successors or assigns; Bryan Bell, his successors or assigns; Ruby Crosby Bell Family LLC c/o Frank Janusa, Managling Member, its successors or assigns; Big Three Energy Group LLC; Birch Royalties LLC; Lyle Rexford Butz II and wife, Jessle Pearl Butz, their successors or assigns; Camarie Oil and Gas LLC; Caza Operating, LLC; CEP Minerals LLC; Chalcam Exploration, LLC; Charmar LLC; Chevron U.S.A., Inc.; Chisholm Energy Operating LLC; Conoco Phillips Company; Norma J. Chanley, her successors or assigns; Thomas D. Deason, his successors or assigns; Thomas D. Deason, his successors or assigns; Devon Energy Production Company LP; DMA Inc.; Eric Enfield d/b/a MLE LLC, his successors or assigns; Robert Enfield Revocable Trust c/o Wells Fargo Bank, Wells Fargo Bank SAO, its successors or assigns; Enfield-Coffield Family Rev. Trust, its successors or assigns; EoG Resources, Inc.; Excalibur Energy Company; Jesse A. Faught Jr., his successors or assigns; Foundation Minerals LLC; Richard P. Gaule, and wife Carly N. Gaule, their successors or assigns; Rolla R. Hinkle III, his successors or assigns; Rolla R. Hinkle III, his successors or assigns; Rolla R. Hinkle III, his successors or assigns; MRC Permian Company; Marathon Oil

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Case No. 20659: Application of COG Operating LLC for Approval of the Tomahawk Unit, Elimination of Internal Setbacks within Unit Area, and Approval for Surface Commingling, Eddy County, New Mexico. Applicant seeks approval for its Tomahawk Unit consisting of 4,803.16 acres, more or less, of federal, state, and fee lands situated in all or parts of Sections 17-20, and 29-32 of Township 24 South, Range 28 East, N.M.P.M., Eddy County, New Mexico. The Unitized Interval includes all formations from the top of the Wolfcamp Formation down to and including the base of the Wolfcamp Formation. In addition, Applicant seeks an order eliminating all Internal setbacks within the proposed Unit Area and approval of surface commingling. The subject acreage is approximately 1.89 miles west of Malaga, New Mexico. Pub: July 13, 2019 #1291258

Santa Fe, New Mexico
Case No. 20659 Exhibit No. 9
Submitted by





Tomahawk Fed Contract Area:

Township 24 South - Range 28 East

Section 17: All Section 29: All Section 18: All Section 30: All Section 19: E2 Section 31: All Section 20: All Section 32: All

Eddy County, New Mexico

Containing 4803.16 acres, more or less

BEFORE THE OIL CONSERVATION DIVISION

Santa Fe, New Mexico
Case No. 20659 Exhibit No. 10
Submitted by:

COG OPERATING LLC
Hearing Date: August 23, 2019

		Living Défent State Park	No.	INDIAN FLATS		
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T23S R24E	T23S_R25E	T23S R26E	T23S R27E	T33S R28E	T23S R29E	1000
1245 R24E	T24S R25E	724S R26E	T24S R27E	Malaga T24S R28E	7248 R29E	**************************************
T25S R24E	T25S R25E	T25S R26E	T25S R27E	T25S R28E	725S R29E	
T26S R24E NEW ME	THE OWNER WAS ASSESSED.	T26S R26E	T26S R27E	T26S R28E	T26S R29E	

Tomahawk Fed Contract Area:

Township 24 South - Range 28 East

Section 17: All Section 29: All Section 18: All Section 30: All Section 19: E2 Section 31: All Section 20: All Section 32: All

Eddy County, New Mexico

Containing 4803.16 acres, more or less

BEFORE THE OIL CONSERVATION DIVISION
Santa Fe, New Mexico
Case No. 20659 Exhibit No. 11
Submitted by:
COG OPERATING LLC
Hearing Date: August 23, 2019

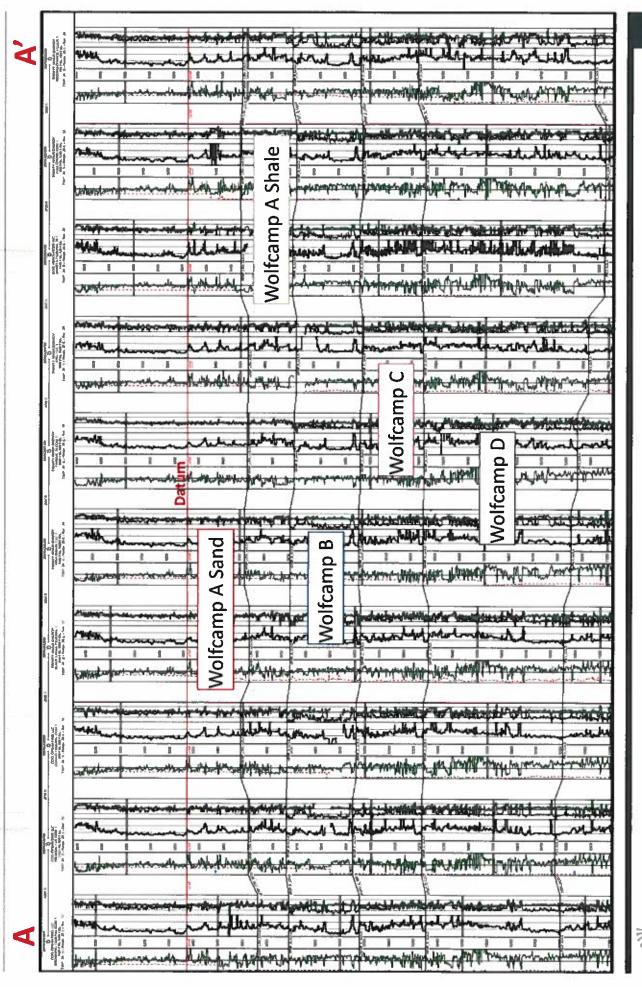


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BEFORE THE OIL CONSERVATION DIVISION
Santa Fe, New Mexico
Case No. 20659 Exhibit No. 13
Submitted by:
COG OPERATING LLC
Hearing Date: August 23, 2019

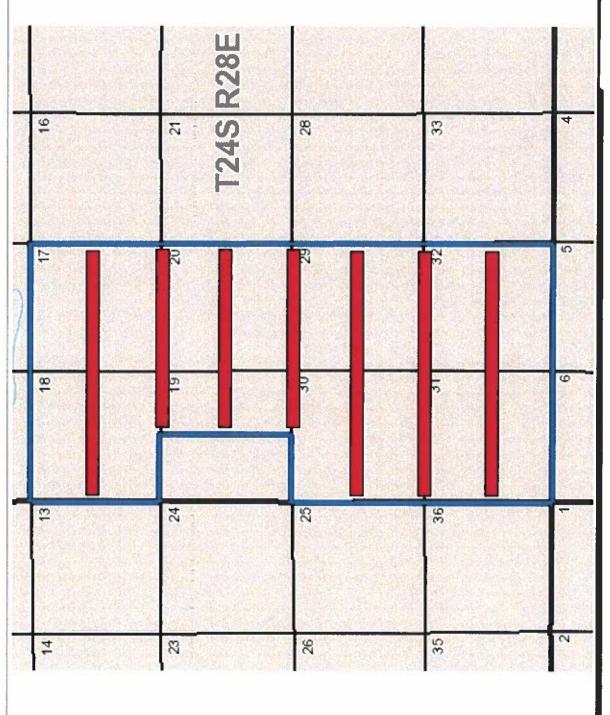
CONCHO

Cross Section





Benefit of Elimination of Internal Setbacks





BEFORE THE OIL CONSERVATION DIVISION
Santa Fe, New Mexico
Case No. 20659 Exhibit No. 14
Submitted by:
COG OPERATING LLC
Hearing Date: August 23, 2019