

**NEW MEXICO STATE LAND OFFICE**

**CERTIFICATE OF APPROVAL**

**COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

**MARECO ENERGY CORPORATION  
SRO UNIT  
EDDY COUNTY, NEW MEXICO**

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination a Unit Agreement for the development and operation of acreage which is described within the referenced Agreement dated MAY 8, 2009 which said Agreement has been executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That 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 area.
- (d) That such agreement is in other respects for the best interests of the State with respect to state lands.

NOW THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1973 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, do hereby consent to and approve the said Agreement, however, such consent and approval being limited and restricted to such lands within the Unit Area which are effectively committed to the Unit Agreement as of this date, and further, that leases insofar as the lands covered thereby committed to this Unit Agreement, shall be and the same are hereby amended to conform with the terms of such Unit Agreement and said leases shall remain in full force and effect in accordance with the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF this Certificate of Approval is executed with seal affixed, this 29TH day of JUNE, 2009.

  
COMMISSIONER OF PUBLIC LANDS  
of the State of New Mexico

**BEFORE THE OIL CONVERSION  
DIVISION  
Santa Fe, New Mexico  
Exhibit No. 5  
Submitted by: COG Operating LLC  
Hearing Date: May 4, 2016**

COPY

STATE/FEE EXPLORATORY UNIT

[Revised February 12, 2004]

UNIT AGREEMENT  
FOR THE DEVELOPMENT AND OPERATION  
OF THE

\_\_\_\_\_ SRO \_\_\_\_\_ UNIT AREA  
\_\_\_\_\_ EDDY \_\_\_\_\_ COUNTY, NEW MEXICO  
NO. \_\_\_\_\_

UNIT AGREEMENT  
FOR THE DEVELOPMENT AND OPERATION  
OF THESRO UNIT AREAEDDY COUNTY, NEW MEXICO

NO. \_\_\_\_\_

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21. **LOSS OF TITLE:** In the event title to any tract of unitized land or substantial interest therein shall fail, and the true owner cannot be induced to join the unit agreement so that such tract is not committed to this agreement, or the operation thereof hereunder becomes impracticable as a result thereof, such tract may be eliminated from the unitized area, and the interest of the parties readjusted as a result of such tract being eliminated from the unitized area. In the event of a dispute as to the title to any royalty, working, or other interest subject hereto, the unit operator may withhold payment or delivery of the allocated portion of the unitized substances involved on account thereof, without liability for interest until the dispute is finally settled, provided that no payments of funds due the State of New Mexico shall be withheld. Unit Operator, as such, is relieved from any responsibility for any defect or failure of any title hereunder.

22. **SUBSEQUENT JOINDER:** Any oil or gas interest in lands within the unit area not committed hereto, prior to the submission of the agreement for final approval by the Commissioner and the Division, may be committed hereto by the owner or owners of such rights, subscribing or consenting to this agreement, or executing a ratification thereof, and if such owner is also a working interest owner, by subscribing to the operating agreement providing for the allocation of costs of exploration, development, and operation. A subsequent joinder shall be effective as of the first day of the month following the approval by the Commissioner and the filing with the Division of duly executed counterparts of the instrument or instruments committing the interest of such owner to this agreement, but such joining party or parties, before participating in any benefits hereunder, shall be required to assume and pay to unit operator, their proportionate share of the unit expenses incurred prior to such party's or parties joinder in the unit agreement, and the unit operator shall make appropriate adjustments caused by such joinder, without any retroactive adjustment of revenue.

23. **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.

IN WITNESS WHEREOF, the undersigned parties hereto have caused this agreement to be executed as of the respective dates set forth opposite their signatures.

UNIT OPERATOR AND WORKING INTEREST OWNER

Marbob Energy Corporation  
BUSINESS ENTITY  
Address P.O. Box 227, Artesia, NM 88211-0227

By *Dean Chumbley* RD  
SIGNATURE OF OFFICER  
Date of Execution 6.11.2009

STATE OF New Mexico )  
COUNTY OF Eddy ) ss.

**Acknowledgment in an Individual Capacity**

This instrument was acknowledged before me on 6.11.09 Date

by *Dean Chumbley*  
Name(s) of Person(s)

(Seal)

*Nancy T. Agnew*  
Signature of Notarial Officer

My commission expires: 7-5-2011

 OFFICIAL SEAL  
Nancy T. Agnew  
NOTARY PUBLIC STATE OF NEW MEXICO  
My commission expires: 7-5-11