

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

June 14, 2022

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

Re: Application for Administrative Approval

Off-lease Measurement

Dear Mr. McClure,

COG Operating LLC, respectfully requests approval for off-lease measurement for the following wells:

Fez Federal Com 707H API# 30-025-46244 WC-025 G-09 S243532M; Wolfbone Ut. O, Sec. 9-T25S-R35E Lea County, NM Fez Federal Com 710H API# 30-025-46247 WC-025 G-09 S243532M; Wolfbone Ut. O, Sec. 9-T25S-R35E Lea County, NM

Oil Production:

The oil production from the 707H well will be measured by test meter prior to entering the tank battery at the Fez Fed 9 P West CTB located in Unit P of Section 9-T25S-35E.

The oil production from the 710H well will be measured by test meter prior to entering the tank battery at the Fez Fed 9 P East CTB located in Unit P of Section 9-T25S-35E.

In addition, the oil production from these wells may be transported by truck to either the Red Hills Offload Station, located in Unit O, Section 4-T26S-R32E, or the Jal Offload Station, located in Unit D, Section 4-T26S-R37E, Lea County in the event the CTB on lease is over capacity or in the case of battery or pipeline repairs. Oil will remain segregated and will be measured by lact meter when offloading at the Offload Stations.

Gas Production:

The gas production from the 707H well will be measured by test meter prior to entering the tank battery at the Fez Fed 9 P West CTB located in Unit P of Section 9-T25S-35E.

The gas production from the 710H well will be measured by test meter prior to entering the tank battery at the Fez Fed 9 P East CTB located in Unit P of Section 9-T25S-35E.

Notifications have been sent out to all working interest owners.

Please see the enclosed Administrative Application Checklist, C-107-B Application for Off Lease Measurement, plats for referenced wells, site facility diagram, maps with lease boundaries showing wells and facility locations, and communization agreement application.

Thank you for your attention to this matter. If you have questions or need further information, please email me at jeanette.barron@conocophillips.com or call 575.748.6974.

Sincerely,

Jeanette Barron

Jeanette Barron Regulatory Coordinator

RECEIVED:	REVIEWER:	TYPE:	APP NO:	
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		RATIVE APPLICAT		
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/ell Name:			API:	l Code:
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administrative understand the	N: I hereby certify that a approval is accurate nat no action will be taken a submitted to the Div	and complete to ken on this applic	the best of my kr	• •
N	ote: Statement must be comple	eted by an individual wit	h managerial and/or รเ	upervisory capacity.
			Date	
Print or Type Name				
			Phone Number	St.
Jeanette Barr	on			
Signature			e-mail Address	S

District I 1625 N. French Drive, Hobbs, NM 88240 District II 811 S. First St., Artesia, NM 88210

District III 1000 Rio Brazos Road, Aztec, NM 87410

District IV 1220 S. St Francis Dr, Santa Fe, NM

State of New Mexico Energy, Minerals and Natural Resources Department

OIL CONSERVATION DIVISION

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

Form C-107-B Revised August 1, 2011

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

OPERATOR ADDRESS: 2208 W Main Street, Artesia, New Mexico 88210 APPLICATION TYPE: Pod Cummingling Lease Commingling Pod and Lease Commingling Off-Lease Storage and Measurement (Only if not Surface Commingling Its Artesia, New Mexico 88210 APPLICATION TYPE: Pod Lease Commingling Pod and Lease Commingling Off-Lease Storage and Measurement (Only if not Surface Commingling Its Miss an Amendment to existing Order? Yes No If "Yes", please include the appropriate Order No.	APPLICATION	ON FOR SURFACE O	COMMINGLING	(DIVERSE	OWNERSHIP)			
APPLICATION TYPE: Pool Commingling Pool and Lease Commingling Pool and Lease Commingling Qoff-Lease Storage and Measurement (Only if not Surface Commingled) Is this an Amendment to existing Order? Yes No If "Yes", please include the appropriate Order No. Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling Yes No Qool ComMINGLING Yes No Calculated Gravities Please attach sheets with the following information Gravities BTU of Calculated Gravities BTU of Calculated Gravities BTU of Non-Commingled Production Pro	OPERATOR NAME: CO	G Operating LLC						
Pool Commingling Lease Commingling Pool and Lease Commingling Goff-Lease Storage and Measurement (Only if not Surface Commingled)	OPERATOR ADDRESS: 2208 W Main Street, Artesia, New Mexico 88210							
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St this an Amendment to existing Order? Yes No 1° Yes", please include the appropriate Order No. Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling Yes No OOD COMMINGLING Please attach sheets with the following information	☐ Pool Commingling ☐ Lease Comm	☐ Pool Commingling ☐ Lease Commingling ☐ Pool and Lease Commingling ☐ Off-Lease Storage and Measurement (Only if not Surface Commingled)						
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling	LEASE TYPE:	☐ State ☐ Fede	ral					
Calculated Value of Production Productio	Is this an Amendment to existing	Order? Yes No If	"Yes", please include t	the appropriate C	Order No.			
Calculated Value of Commingled Production		ment (BLM) and State Land	l office (SLO) been not	ified in writing o	of the proposed comm	ingling		
Please attach sheets with the following information	∐Yes ∐No							
Commingled Production BTU of Commingled Production Production Volumes Production Volumes Production Volumes Production Volumes Production Volumes Volumes Production Volumes								
As all interest owners been notified by certified mail of the proposed commingling? Yes No.	(1) Pool Names and Codes Non-Commingled BTU of Commingled Commingled Volumes							
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(4) Measurement type: Metering Other (Specify) Yes No If "yes", describe why commingling should be approved								
(B) LEASE COMMINGLING Please attach sheets with the following information Please attached sheets with the following information Please attach sheets with the following information Please a			oposed commingling?	☐Yes ☐No.				
C POOL and LEASE COMMINGLING Please attach sheets with the following information			□No If "ves" descri	he why commingli	ing should be approved			
Please attach sheets with the following information	(3) Will comminging decrease the	value of production:		oc why commingn	ing should be approved			
Please attach sheets with the following information								
Complete Sections A and E. Complete Sections A and E.		* /						
A schematic diagram of facility, including legal locations. Include lease numbers if Federal or State lands are involved. A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.		-						
(C) POOL and LEASE COMMINGLING Please attach sheets with the following information (1) Complete Sections A and E. (D) OFF-LEASE STORAGE and MEASUREMENT Please attached sheets with the following information (1) Is all production from same source of supply? Yes No Include proof of notice to all interest owners. (E) ADDITIONAL INFORMATION (for all application types) Please attach sheets with the following information (1) A schematic diagram of facility, including legal location. (2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved. (3) Lease Names, Lease and Well Numbers, and API Numbers.								
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I hereby certify that the information above is true and complete to the best of my knowledge and belief.	(3) Lease Names, Lease and Well N	umbers, and API Numbers.						
	I hereby certify that the information above is true and complete to the best of my knowledge and belief.							

DATE: 06.14.22

SIGNATURE: Jeanette Barron TITLE: Regulatory Coordinator

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

TYPE OR PRINT NAME Jeanette Barron TELEPHONE NO.: 575.748.6974

DISTRICT I
1625 N. FRENCH DR., HOBBS, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
DISTRICT II
811 S. FIRST ST., ARTESIA, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-9720

State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION

1220 SOUTH ST. FRANCIS DR. Santa Fe, New Mexico 87505

Form C-102
Revised August 1, 2011
Submit one copy to appropriate
District Office

DISTRICT III 1000 RIO BRAZOS RD., AZTEC, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170

Phone: (305) 334-6178 Fax: (505) 334-6170
DISTRICT IV
1220 S. ST. FRANCIS DR., SANTA FE, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

 \square AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number	Pool Code	Pool Name	1; Wolfbone		
30-025-46244	98098	WC-025 G-09 S243532N			
Property Code	•	erty Name	Well Number		
322742		DERAL COM	707H		
ogrid no.	•	ator Name	Elevation		
229137		RATING, LLC	3238.2		

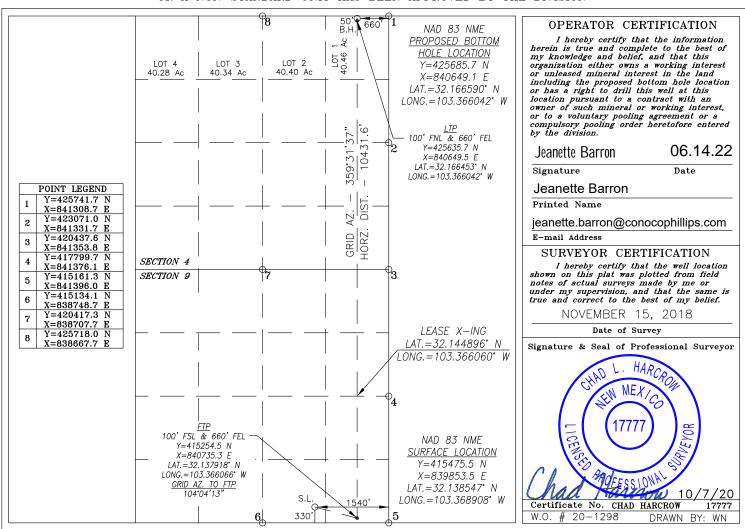
Surface Location

UL or lot No	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	9	25-S	35-E		330	SOUTH	1540	EAST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Townsh	ip	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	4	25-	S	35-E		50	NORTH	660	EAST	LEA
Dedicated Acre	s Joint o	r Infill	Cor	nsolidation (Code Or	der No.				
641.64										

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION



DISTRICT I 1625 N. FRENCH DR., HOBBS, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 DISTRICT II 811 S. FIRST ST., ARTESIA, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720

State of New Mexico Energy, Minerals & Natural Resources Department CONSERVATION DIVISION

> 1220 SOUTH ST. FRANCIS DR. Santa Fe, New Mexico 87505

Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office

DISTRICT III 1000 RIO BRAZOS RD., AZTEC, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170

DISTRICT IV 1220 S. ST. FRANCIS DR., SANTA FE, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462

□ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number	Pool Code	Pool Name			
30-025-46247	98098	WC-025 G-09 S243532M; Wolfbone			
Property Code 322742	-	Perty Name Well Number DERAL COM 710H			
0GRID No.		ator Name	Elevation		
229137		RATING, LLC	3238.7'		

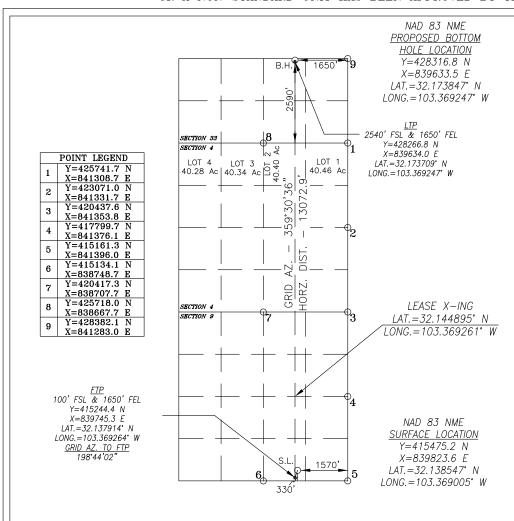
Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	9	25-S	35-E		330	SOUTH	1570	EAST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Townshi	p Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
J	33	24-9	S 35-E		2590	SOUTH	1650	EAST	LEA
Dedicated Acres	s Joint o	r Infill	Consolidation	. Code 0:	rder No.				
801.64									

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION



OPERATOR CERTIFICATION

I hereby certify that the information I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

06.14.22 Jeanette Barron Signature Date

Jeanette Barron

Printed Name

jeanette.barron@conocophillips.com

E-mail Address

SURVEYOR CERTIFICATION

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

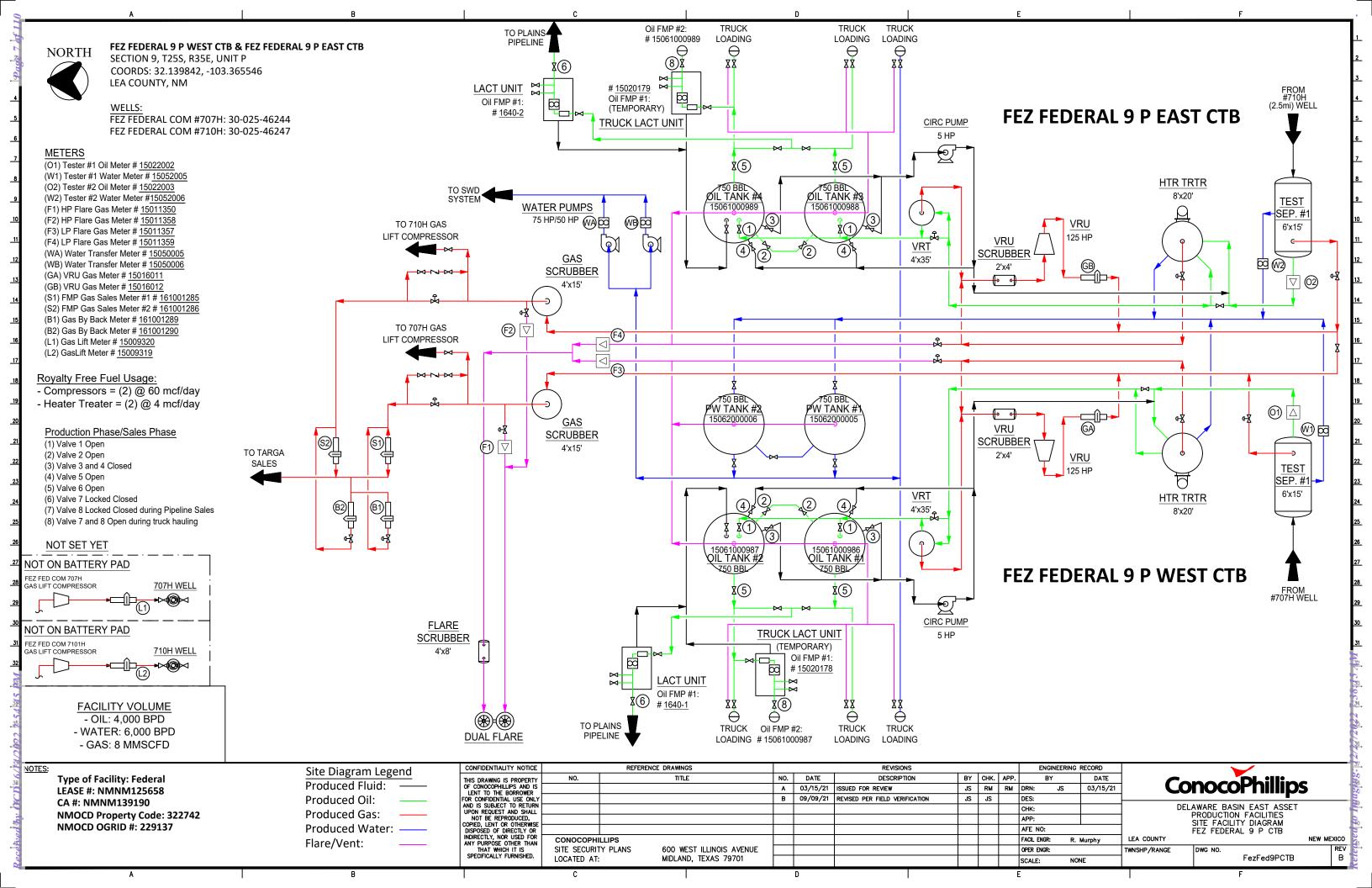
NOVEMBER 15, 2018

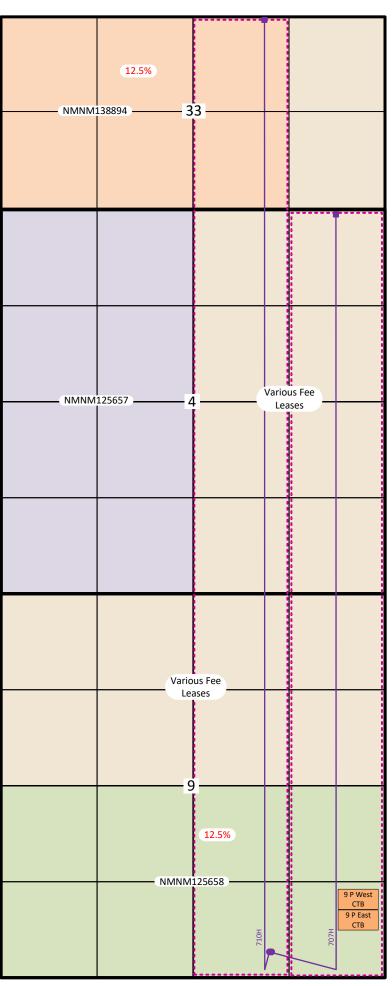
Date of Survey

Signature & Seal of Professional Surveyor



Certificate No. CHAD HARCROW 17777 20-1297 DRAWN BY: AH



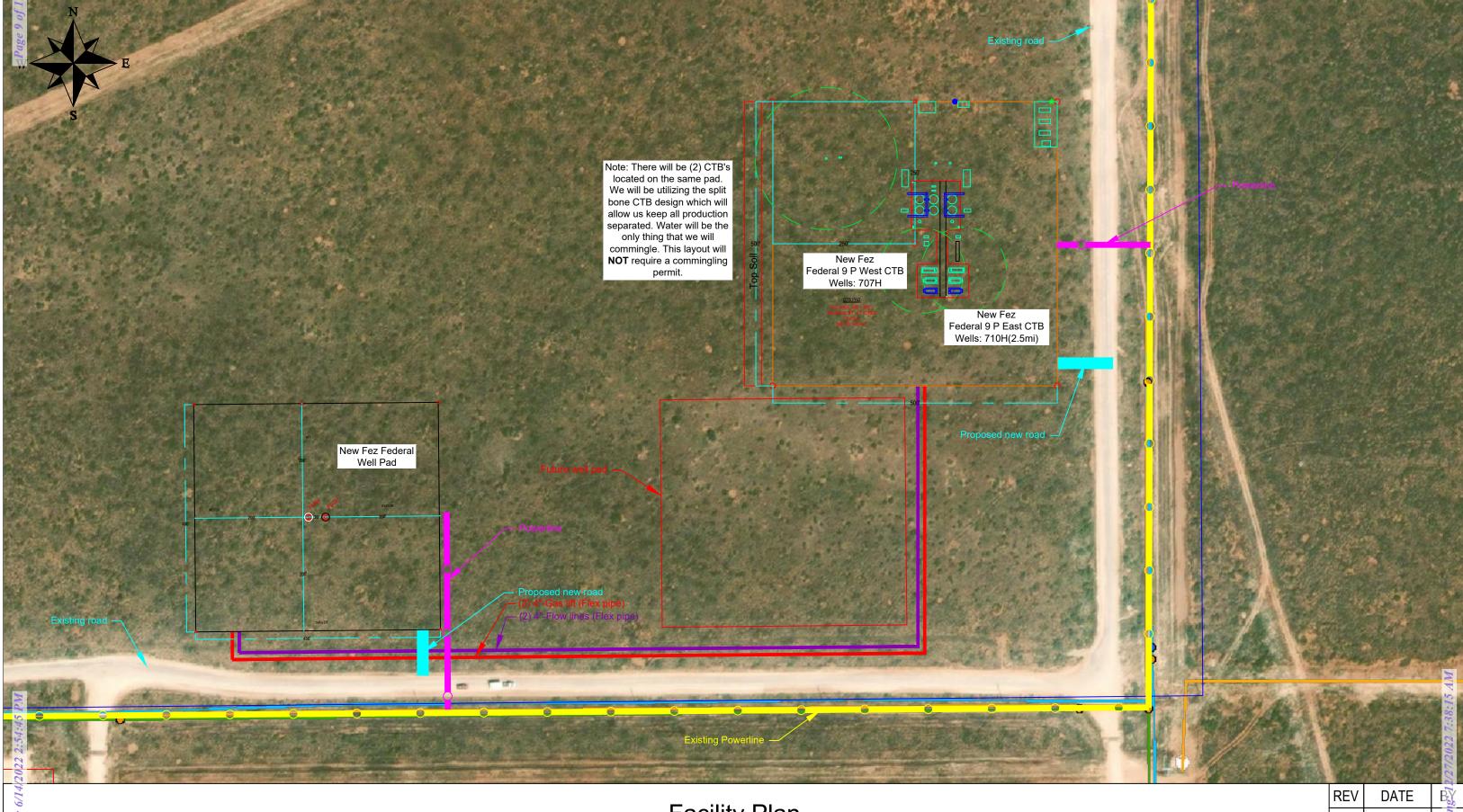


Fez Federal Wells

- Wolfbone SHL
- Wolfbone BHL
- Wolfbone CA

W2/E2 CA NMNM

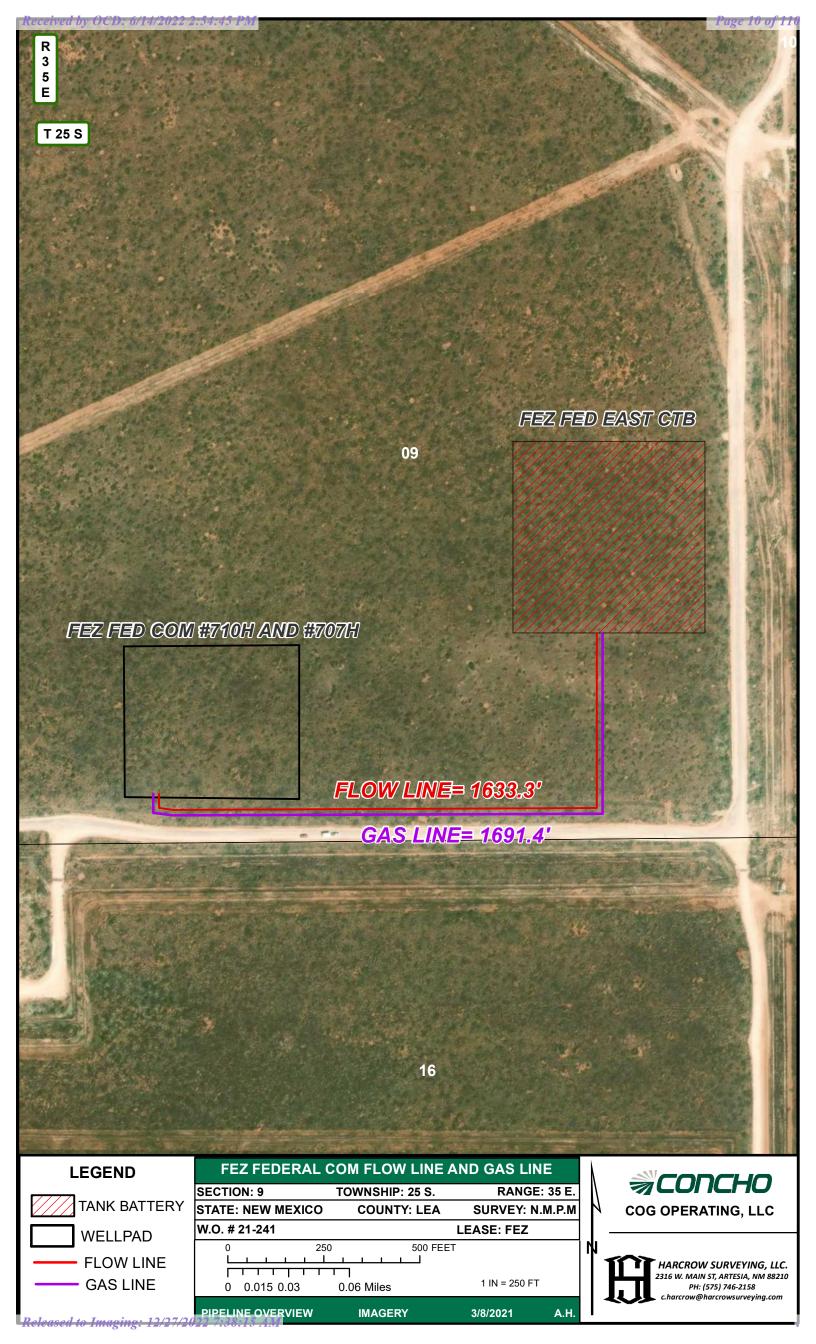
Sec. 33-T24S-R35E & Sec. 4, 9-T25S-R35E Lea County, NM



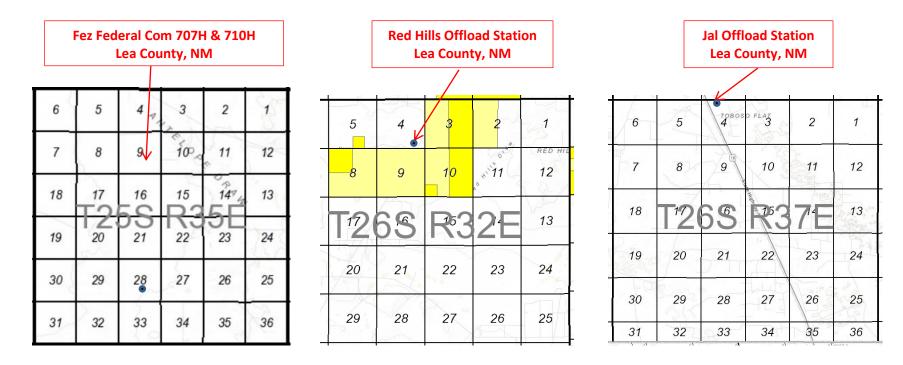


Facility Plan Fez Federal E/2 Project Sec 9, T25S, R35E

Ent		2/2
REV	DATE	IX B
Е	03/24/20	u iS bi
В	09/10/20	tegn
С	09/10/20	pega
D	09/29/20	Rege



Fez Federal Com 707H & 710H & Red Hills and Jal Offload Station Map



Fez Federal Com 707H & 710H								
Date Sent	Initials	Name	Address	City	State	ZipCode	Certified Return Receipt No.	Delivered
06.14.22	JB	Chief Capital II LLC	8111 Westchester Drive Suite 900	Dallas	TX	75225	7020 1810 0000 1413 2338	
06.14.22	JB	Jetstream New Mexico, LLC	101 Nursey Ln. Ste 312	Fort Worth	TX	76114	7020 1810 0000 1413 2352	
06.14.22	JB	BLM	414 W Taylor	Hobbs	NM	88240	7020 1810 0000 1413 2156	
06.14.22	JB	Energen Resources Corporation	500 W. Texas Ave, #1200	Midland	TX	79701	7020 1810 0000 1413 2369	
06.14.22	JB	MRC Permian Company	One Lincoln Center Plaza Suite 1500	Dallas	TX	75240-1017	7020 1810 0000 1413 2345	
06.14.22	JB	Family Tree Corporation	915 S. Pearl Street	Denvor	СО	80209	7020 1810 0000 1413 2376	

Federal Communitization Agreement

Contract No.		

THIS AGREEMENT entered into as of the **1st** day of **October**, **2020**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Township 24 South, Range 35 East, N.M.P.M

Section 33: W/2SE/4 Lea County, New Mexico

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

Section 4: Lot 2, SW/4NE/4, W/2SE/4 (aka W/2E/2)

Section 9: W/2E/2

Lea County, New Mexico

Containing <u>400.83</u> acres, and this agreement shall include only the <u>Wolfbone</u> pool underlying said lands and the crude oil and associated natural gas *(or)* oil and gas hereafter referred to as "communitized substances," producible from such pool.

Federal Communitization Agreement

Contract No.	
	A TANAN A TANA

THIS AGREEMENT entered into as of the 1st day of October, 2020, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

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

Section 4: Lot 1, SE/4NE/4, E/2SE/4 (aka E/2E/2)

Section 9: E/2E/2

Lea County, New Mexico

Containing <u>320.81</u> acres, and this agreement shall include only the <u>Wolfbone</u> pool underlying said lands and the crude oil and associated natural gas *(or)* oil and gas hereafter referred to as "communitized substances," producible from such pool.

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

- 3. The Operator of the communitized area shall be COG Operating LLC, 600 W. Illinois Ave., Midland, TX, 79701. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.
 - All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same pool as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is October 1, 2020, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

Nondiscrimination. In connection with the performance of work under this agreement, the 15. operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

OPERATOR:

COG OPERATING LLC

Sean Johnson

Attorney-in-fact

ACKNOWLEDGEMENT

STATE OF TEXAS

§ § §

COUNTY OF MIDLAND

This instrument was acknowledged before me on the zoth day of March

Johnson, attorney-in-fact of COG Operating LLC, a Delaware Limited Liability Company, on behalf of same.

Laura A Reyna Notary Public, State of Texas Notary ID 199646-1 My Commission Exp. 02-14-2023

Notary Public in and for the State of Texas My Commission Expires: 2-14-2023

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date:	Ву:	Sean Johnson Attorney-in-fact
		MARATHON OIL PERMIAN, LLC
Date:	Ву:	Subject to Compulsory Pooling Order R-21618
	Name:	
	Title:	
		CHIEF CAPITAL (O&G) II, LLC
Date:	By:	
	Name:	
	Title:	

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

COG OPERATING LLC

Date:	B	у:
		Sean Johnson Attorney-In-Fact
		MARATHON OIL PERMIAN, LLC
Date:	В	y:
	Nan	e:
	Tit	le:
Date:	$\frac{11/3/27}{8}$ Ban	
		JETSTREAM NEW MEXICO, LLC
Date:	B	y:
	Nan	e:
		ie:
Date:	B	y:
	Nam	e:
	Tit	e:

ACKNOWLEDGEMENTS

STATE OF TEXAS §	
COUNTY OF MIDLAND §	
This instrument was acknowledged before me on the Attorney-in-fact of COG Operating LLC, a Delaware Limited	day of, 20 / by Sean Johnson, I Liability Company, on behalf of same.
Laura R Reyna Notary Public, State of Texas Notary ID 199645-1 My Commission Exp. 02-14-2023	Notary Public in and for the State of Texas My Commission Expires: 2-14-2023
STATE OF	
COUNTY OF\$	
This instrument was acknowledged before me on	the of, 20, by
	of
Marathon Oil Permian, LLC., a	, on behalf of same.
	Notary Public in and for the State of
	My Commission Expires:
STATE OF	
This instrument was acknowledged before me on	the, 20, by
	LAWRENCE T TOTAL T
Chief Capital (O&G) II, LLC., a	, on behalf of same.
	Notary Public in and for the State of
	My Commission Expires:
	Notary Public in and for the State of
	My Commission Expires:

ACKNOWLEDGEMENTS

STATE OF TEXAS	§ 8		
COUNTY OF MIDLAND	8		
This instrument was acknowled Attorney-In-Fact of COG Open	lged before me on the rating LLC, a Delaware Li	day of, 20_ imited Liability Company, on behalf of same.	_, by Sean Johnson,
STATE OF	8	Notary Public in and for the State of Te My Commission Expires:	xas
COUNTY OF	S.		
		on the of	
		, on behalf of same.	
		Notary Public in and for the State of	
STATE OFS COUNTY OFS This instrument was	§ 8 acknowledged before me	on the 3 of Navendre	, 20 <u>2</u> by
Wat Nin		as Vice President	of
Note Cor	LACY ROBERSON The property of	Notary Public in and for the State of My Commission Expires:	Vali kirok
STATE OF			
COUNTY OF	§		
		on the of	
		, on behalf of same.	
		Notary Public in and for the State of	

EXHIBIT "A"

Plat of communitized area covering 320.81 acres in Lot 1, SE/4NE/4, E/2SE/4 of Section 4 and E/2E/2 of Section 9, T25S - R35E, N.M.P.M., Lea County, New Mexico

Communitized depths are hereby limited to the Wolfbone Pool

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EXHIBIT "B"

To Communitization Agreement Dated October 1, 2020 embracing the following described land in Lot 1, SE/4NE/4, E/2SE/4 of Section 4 & the E/2E/2 of Section 9, T25S - R35E, N.M.P.M., Lea County, New Mexico Communitized depths are hereby limited to the Wolfbone Pool Operator of Communitized Area: COG Operating LLC

DESCRIPTION OF LEASES COMMITTED

TRACT #1

LEASE 1

July 1, 2014 Date: Six (6) Years Term:

Volume 2151, Page 33 Recorded:

Robert E. Landreth and wife, Donna P. Landreth Lessor:

COG Operating LLC Original Lessee: COG Operating LLC Current Lessee:

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

Insofar and only insofar as said lease covers:

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

160.81 Number of Acres: 25% Royalty Rate:

WI Owner Names and Interests: COG Operating LLC

100% (Record Title & Operating Rights) ORRI Owners: None

LEASE 2

May 1, 2019 Date: Term: Three (3) Years Volume 2149, Page 81 Recorded: Johnny Joe Crowley Lessor:

SVR Oil & Gas, LLC Original Lessee: Current Lessee: COG Operating LLC

Township 25 South, Range 35 East, N.M.P.M. Lands: Insofar and only insofar as said lease covers:

> Section 4: Lot 1 (40.81 acres less a 6.588 acre tract of land owned by the New Mexico Dept. of Transportation more particularly described by warranty deed recorded in Book

1598, Page 438), SE/4NE/4, E/2SE/4

160.81 Number of Acres: 25% Royalty Rate:

COG Operating LLC 100% WI Owner Names and Interests:

SVR Oil & Gas, LLC ORRI Owners:

LEASE 3

May 1, 2019 Date: Term: Three (3) Years Volume 2149, Page 80 Recorded: Lynn Masters Lessor:

SVR Oil & Gas, LLC Original Lessee: Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers:

Section 4: Lot 1 (40.81 acres less a 6.588 acre tract of land owned by the New Mexico Dept. of Transportation more particularly described by warranty deed recorded in Book

1598, Page 438), SE/4NE/4, E/2SE/4

160.81 Number of Acres: 25% Royalty Rate:

WI Owner Names and Interests: COG Operating LLC 100%

SVR Oil & Gas, LLC ORRI Owners:

Date: October 1, 2019 Three (3) Years Term: Volume 2162, Page 261 Recorded: Shawn C. Willmon Lessor: Original Lessee: Jetstream New Mexico, LLC

COG Operating LLC Current Lessee:

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

Insofar and only insofar as said lease covers:

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

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: Jetstream New Mexico, LLC 100%

ORRI Owners: None

LEASE 5

October 1, 2019 Date: Three (3) Years Term: Recorded: Volume 2162, Page 260 Lessor: Crystal M. Lucio

Original Lessee: Jetstream New Mexico, LLC

Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers: Section 4: Lot 1, SE/4NE/4, E/2SE/4

160.81 Number of Acres:

25% Royalty Rate:

WI Owner Names and Interests: Jetstream New Mexico, LLC 100%

ORRI Owners: None

LEASE 6

Date: October 3, 2019 Three (3) Years Term: Volume 2157, Page 994 Recorded: Lessor: Betty McConnell

Original Lessee: Jetstream New Mexico, LLC Chief Capital (O&G) II, LLC Current Lessee:

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

Insofar and only insofar as said lease covers:

Section 4: Lot 1 (40.81 acres less a 6.588 acre tract of land owned by the New Mexico Dept. of Transportation more particularly described by warranty deed recorded in Book

1598, Page 438), SE/4NE/4, E/2SE/4

160.81 Number of Acres: 25% Royalty Rate:

Chief Capital (O&G) II, LLC WI Owner Names and Interests: 100%

ORRI Owners: None

LEASE 7

October 3, 2019 Date: Term: Three (3) Years Volume 2157, Page 995 Recorded: Lessor: David Martinez

Jetstream New Mexico, LLC Original Lessee: Current Lessee: Chief Capital (O&G) II, LLC

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

Insofar and only insofar as said lease covers:

Section 4: Lot 1 (40.81 acres less a 6.588 acre tract of land owned by the New Mexico Dept. of Transportation more particularly described by warranty deed recorded in Book

1598, Page 438), SE/4NE/4, E/2SE/4

160.81 Number of Acres: 25% Royalty Rate:

WI Owner Names and Interests: Chief Capital (O&G) II, LLC 100%

ORRI Owners: None

Date: Term: October 3, 2019 Three (3) Years

Recorded:

Volume 2157, Page 996

Lessor:

John Crowley, Jr.

Original Lessee:

Jetstream New Mexico, LLC

Current Lessee:

Chief Capital (O&G) II, LLC

Lands:

Township 25 South, Range 35 East, N.M.P.M Insofar and only insofar as said lease covers:

Section 4: Lot 1 (40.81 acres less a 6.588 acre tract of land owned by the New Mexico Dept. of Transportation more particularly described by warranty deed recorded in Book

1598, Page 438), SE/4NE/4, E/2SE/4

Number of Acres:

160.81 25%

Royalty Rate: WI Owner Names and Interests:

Chief Capital (O&G) II, LLC

100%

ORRI Owners:

None

LEASE 9

Date: Term: September 6, 2016 Three (3) Years

Recorded:

Volume 2063, Page 39

Lessor; Original Lessee: Wanda J. Ithaca Black Mountain Operating, LLC

Current Lessee: Lands:

Marathon Oil Permian, LLC Township 25 South, Range 35 East, N.M.P.M

Insofar and only insofar as said lease covers: Section 4: Lot 1, SE/4NE/4, E/2SE/4

160.81 25%

Royalty Rate:

Marathon Oil Permian, LLC

100%

WI Owner Names and Interests: ORRI Owners:

Number of Acres:

None

LEASE 10

Date: Term: September 6, 2016 Three (3) Years

Recorded:

Volume 2072, Page 853

Lessor:

Jerald Ray Buntin

Original Lessee:

Black Mountain Operating, LLC

Current Lessee:

Marathon Oil Permian, LLC

Lands:

Township 25 South, Range 35 East, N.M.P.M Insofar and only insofar as said lease covers:

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

Number of Acres:

160.81

Royalty Rate:

25%

WI Owner Names and Interests:

Marathon Oil Permian, LLC

100%

ORRI Owners:

None

LEASE 11

Date: Term:

September 13, 2016 Three (3) Years

Recorded:

Volume 2063, Page 22

Lessor:

Linda Kay Buntin Arrington

Original Lessee: Current Lessee:

Black Mountain Operating, LLC Marathon Oil Permian, LLC

Lands:

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

Insofar and only insofar as said lease covers: Section 4: Lot 1, SE/4NE/4, E/2SE/4

Number of Acres:

160.81

Royalty Rate:

25%

WI Owner Names and Interests: ORRI Owners:

Marathon Oil Permian, LLC

100%

Date: September 9, 2016
Term: Three (3) Years
Recorded: Volume 2063, Page 20

Lessor: Terri Pool

Original Lessee: Black Mountain Operating, LLC
Current Lessee: Marathon Oil Permian, LLC

Lands: Township 25 South, Range 35 East, N.M.P.M Insofar and only insofar as said lease covers:

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

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: Marathon Oil Permian, LLC 100%

ORRI Owners: None

LEASE 13

Date: September 15, 2020
Term: Three (3) Years
Recorded: Volume 2170, Page 818
Lessor: Shamrock Royalty, L.P.
Original Lessor: COG Operating LLC

Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC

Lands: Township 25 South, Range 35 East, N.M.P.M Insofar and only insofar as said lease covers:

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

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 14

Date: November 1, 2020 Term: Three (3) Years

Recorded: Volume 2174, Page 88 (Memorandum of Oil & Gas lease)

Lessor: Advent Christian Village, Inc.
Original Lessee: COG Operating LLC

Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers:

Insofar and only insofar as said lease covers: Section 4: Lot I, SE/4NE/4, E/2SE/4

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 15

Date: October 1, 2020
Term: Three (3) Years

Recorded: Volume 2175, Page 193
Lessor: Douglas Clayton Noll, SSP
Original Lessee: COG Operating LLC

Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC

Lands: Township 25 South, Range 35 East, N.M.P.M.
Insofar and only insofar as said lease covers:
Section 4: Lot 1, SE/4NE/4, E/2SE/4

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

December 1, 2020 Date: Term: Three (3) Years Recorded:

Volume 2175, Page 193

Federation for American Immigration Reform Lessor:

Original Lessee: COG Operating LLC COG Operating LLC Current Lessee:

Lands: Township 25 South, Range 35 East, N.M.P.M Insofar and only insofar as said lease covers:

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

Number of Acres: 160.81

Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 17

October 1, 2020 Date: Three (3) Years Term:

Volume 2174, Page 70 (Memorandum of Oil & Gas Lease) Recorded:

Lessor: Jenniafer Walters nee Gower, SSP

COG Operating LLC Original Lessee: COG Operating LLC Current Lessee:

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

Insofar and only insofar as said lease covers: Section 4: Lot 1, SE/4NE/4, E/2SE/4

Number of Acres: 160.81 25% Royalty Rate:

COG Operating LLC WI Owner Names and Interests:

100%

ORRI Owners: None

LEASE 18

October 1, 2020 Date: Term: Three (3) Years

Volume 2174, Page 66 (Memorandum of Oil & Gas Lease) Recorded:

Lessor: Kyle Remington Dennis COG Operating LLC Original Lessee: Current Lessee: COG Operating LLC

Township 25 South, Range 35 East, N.M.P.M Lands: Insofar and only insofar as said lease covers:

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

Number of Acres: 160.81 Royalty Rate: 25%

100% COG Operating LLC WI Owner Names and Interests:

ORRI Owners: None

LEASE 19

October 1, 2020 Date: Three (3) Years Term:

Volume 2173, Page 459 (Memorandum of Oil & Gas Lease) Recorded:

Lessor: Larry Beach COG Operating LLC Original Lessee: COG Operating LLC Current Lessee:

Township 25 South, Range 35 East, N.M.P.M Lands: Insofar and only insofar as said lease covers:

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

160.81 Number of Acres: Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

Date: October 1, 2020
Term: Three (3) Years

Recorded: Volume 2174, Page 141 (Memorandum of Oil & Gas Lease)

Lessor: Stephen Charles Dennis, SSP

Lessee: COG Operating LLC Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers:

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

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC

100%

ORRI Owners: None

LEASE 21

Date: January 1, 2021
Term: Three (3) Years

Recorded: Volume 2177, Page 339 (Memorandum of Oil & Gas Lease)

Lessor: William Meadows, SSP
Lessee: COG Operating LLC
Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers: Section 4: Lot 1, SE/4NE/4, E/2SE/4

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC

100%

ORRI Owners: None

LEASE 22

Date: October 1, 2020
Term: Three (3) Years

Recorded: Volume 2175, Page 426 (Memorandum of Oil & Gas Lease)

Lessor: Woodrow W. Renwick, SSP COG Operating LLC

Current Lessee: COG Operating LLC

Lands: Township 25 South, Range 35 East, N.M.P.M Insofar and only insofar as said lease covers:

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

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC

100%

ORRI Owners: None

LEASE 23

Date: August 1, 2021
Term: Three (3) Years
Recorded: Book 2185, Page 719
Lessor: Aisha Campbell, SSP
Lessee: COG Operating LLC

Current Lessee: COG Operating LLC

Lands: Township 25 South, Range 35 East, N.M.P.M Insofar and only insofar as said lease covers:

Section 4: Lot 1, SE/4NE/4, W2SE/4

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

Date: November 23, 2021 but effective August 1, 2021

Term: Three (3) Years
Recorded: Book 2191, Page 410
Lessor: Arthur E. Thompson, SSP
Lessee: COG Operating LLC

Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers: Section 4: Lot 1, SE/4NE/4, E/2SE/4

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC

100%

ORRI Owners: None

LEASE 25

Date: August 1, 2021
Term: Three (3) Years
Recorded: Book 2185, Page 735

Lessor: Broos Duane Campbell, SSP, but joined pro forma by spouse Julie Palmer

Lessee: COG Operating LLC
Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers: Section 4: Lot 1, SE/4NE/4, E/2SE/4

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 26

Date: August 1, 2021
Term: Three (3) Years
Recorded: Book 2184, Page 648

Lessor: Cameron Clay Campbell, SSP

Lessee: COG Operating LLC Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers:

Insofar and only insofar as said lease covers: Section 4: Lot 1, SE/4NE/4, E/2SE/4

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 27

Date: August 1, 2021
Term: Three (3) Years

Recorded: Book 2173, Page 457 (Memorandum pf Oil & Gas Lease)

Lessor: Clayton Roy Willmon, SSP
Lessee: COG Operating LLC
Current Lessee: COG Operating LLC

Lands: Township 25 South, Range 35 East, N.M.P.M.
Insofar and only insofar as said lease covers:

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

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

August 1, 2021 Date: Three (3) Years Term: Recorded: Book 2185, Page 734

Lessor: Frederick W. Campbell-Craven, SSP, but joined pro forma by spouse Katherine A.

Campbell-Craven COG Operating LLC Lessee: COG Operating LLC Current Lessee:

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

Insofar and only insofar as said lease covers: Section 4: Lot 1, SE/4NE/4, E/2SE/4

Number of Acres: 160.81

Royalty Rate: 25%

COG Operating LLC WI Owner Names and Interests: 100%

ORRI Owners: None

LEASE 29

November 23, 2021 Date: Term: Three (3) Years Book 2191, Page 464 Recorded: Jane Martinec, SSP Lessor: Lessee: COG Operating LLC

COG Operating LLC Current Lessee:

Township 25 South, Range 35 East, N.M.P.M Lands: Insofar and only insofar as said lease covers:

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

Number of Acres: 160.81 25% Royalty Rate:

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 30

October 1, 2020 Date: Three (3) Years Term:

Book 2174, Page 739 (Memorandum of Oil & Gas lease) Recorded:

Michael Earl Hale Lessor: COG Operating LLC Lessee: COG Operating LLC Current Lessee:

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

Insofar and only insofar as said lease covers: Section 4: Lot 1, SE/4NE/4, E/2SE/4

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 31

Date: November 23, 2021 Term: Three (3) Years Book, Page Recorded:

Nancy Thompson Soucy Lessor: COG Operating LLC Lessee: COG Operating LLC Current Lessee:

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

Insofar and only insofar as said lease covers:

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

160.81 Number of Acres: Royalty Rate: 25%

COG Operating LLC 100% WI Owner Names and Interests:

ORRI Owners: None

October 1, 2020 Date: Three (3) Years Term:

Recorded: Book 2173, Page 458 (Memorandum of Oil & Gas Lease)

Robert Shannon Gower Lessor: COG Operating LLC Lessee: COG Operating LLC Current Lessee:

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

Insofar and only insofar as said lease covers:

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

Number of Acres: 160.81 Royalty Rate: 25%

COG Operating LLC WI Owner Names and Interests:

None

100%

LEASE 33

ORRI Owners:

October 30, 2019 Date: Term: Three (3) Years

Book 2159, Page 250 (Memorandum of Oil & Gas Lease) Recorded: Sheila Darlene Jackson, Individually and as Life Tennant Lessor:

COG Operating LLC Lessee: COG Operating LLC Current Lessee:

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

Insofar and only insofar as said lease covers:

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

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 34

Date: October 1, 2020 Term: Three (3) Years

Book 2172, Page 557 (Memorandum of Oil & Gas Lease) Recorded:

Marjorie Ella Chapman, nee Woodard Lessor:

COG Operating LLC Lessee: COG Operating LLC Current Lessee:

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

Insofar and only insofar as said lease covers:

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

Number of Acres: 160.81 25% Royalty Rate:

COG Operating LLC 100% WI Owner Names and Interests:

ORRI Owners: None

Parties subject to Compulsory Pooling Order R-21618

Jerry Ron Dennis, separate property Tina Carol Villines, separate property Alicia Jo Gower (Coble), separate property

Kristine Vickers, separate property Connor Gower, separate property Estate of Bill W. Echols, Deceased

Estate of Jeannette Echols Thompson, Deceased, presumably Arthur E. Thompson, Jr.

Estate of Jeannette Echols Thompson, Deceased, presumably Jane Martinec

Estate of Jeannette Echols Thompson, Deceased, presumably Nancy Thompson Soucy

Estate of Diane Russell, Deceased Estate of Patrick Bronson, Deceased

The heirs and/or devisees of Hubert Stockton and Lucille G. Stockton, both deceased

Mozell Tidwell, separate property Rebecca Susan Dean, separate property Sandra Lynn Jones, separate property Shanda Danielle Willmon, separate property Nicholas C. Moran, separate property Katie Marie Moran, separate property

Gloria Bumgarner, separate property (daughter of Constance Vale Tracy)

Susan Grenier, separate property (daughter of Constance Vale Tracy)

Lori Denman, separate property (daughter of Constance Vale Tracy)

Drew Tracy, separate property (son of Constance Vale Tracy)

Earth Justice Legal Defense Fund

Weatherford College Development Foundation Natural Resources Defense Council, Inc.

Amnesty International of USA Inc.

Toward Utility Rate Normalization of Los Angeles

American Diabetes Association
Howard Jarvis Tax Association
Greenpeace International Inc.
Jon C. Beach, separate property
Grant S. Pyle, III, separate property

Douglas Q. Willmon, separate property

David Clay Willmon, III, separate property (son of D. C. Willmon, Jr.) Richard C. Parish, separate property (son of Geraldine N. Parish)

Gregg M. Parish, separate property (son of Geraldine N. Parish)

Geraldine A. Wallace, a/k/a Geraldine A. Johnston, separate property (daughter of Geraldine N. Parish)

Estate of Gloria L. Blakely, Deceased, presumably Richard S. Blakely Estate of Gloria L. Blakely, Deceased, presumably Robert Jack Blakely Estate of Gloria L. Blakely, Deceased, presumably David Michael Blakely Estate of Gloria L. Blakely, Deceased, presumably Beverly Blakely

Bradford "Rocky" Jones, separate property

Ashley Holt Mitchell, separate property (daughter of Debra Holt)

Tiffany Feet, separate property (daughter of Debra Holt) Tina Martin, separate property (daughter of Debra Holt)

Billy L. Etcheson, separate property Jerry Glenn Ithaca, separate property

The Trustee of the Estie Shelpman Testamentary Trust

TRACT #2

LEASE 35

Date: March 26, 2010
Term: Five (5) Years

Recorded: Volume 1673, Page 783

Lessor: Debbie Lynn Stewart Wattier, SSP

Original Lessee: O'Brien Oil and Gas, Inc., a Texas Corporation

Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers:

Section 9: E/2NE/4

Number of Acres: 8

Royalty Rate: 16.6666667%

WI Owner Names and Interests: COG Operating LLC 100% ORRI Owners: Chilmark Properties, LLC

ORRI Owners: Chilmark Properties, LLC
CrownRock Minerals, L.P.

McMullen Minerals, LLC Pegasus Resources, LLC

LEASE 36

Date: March 26, 2010
Term: Five (5) Years

Recorded: Volume 1673, Page 785

Lessor: Jan Marie Stewart Jones, SSP

Original Lessee: O'Brien Oil and Gas, Inc., a Texas Corporation

Current Lessee: COG Operating LLC

Lands: Township 25 South, Range 35 East, N.M.P.M.
Insofar and only insofar as said lease covers:

80

Section 9: E/2NE/4

Number of Acres:

Royalty Rate: 16.6666667%

WI Owner Names and Interests: COG Operating LLC

ORRI Owners: Chilmark Properties, LLC

CrownRock Minerals, L.P. McMullen Minerals, LLC Pegasus Resources, LLC 100%

TRACT#3

LEASE 37

Date: Term: January 1, 2011

Recorded:

Ten (10) Years Volume 2110, Page 849

Lessor:

United States of America NMNM 125658

Original Lessee:

Yates Petroleum Corp., ABO Petroleum Corp., MYCO Industries, Inc.

Current Lessee:

COG Operating LLC

Lands:

Township 25 South, Range 35 East, N.M.P.M Insofar and only insofar as said lease covers:

Section 9: E/2SE/4

Number of Acres:

80

Royalty Rate:

12.5%

WI Owner Names and Interests:

COG Operating LLC

100%

ORRI Owners:

None

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area	
1 .	160.81	50.1262430%	
2	80.00	24.9368785%	
3	80.00	24.9368785%	
Total	320.81	100.000000%	

- 2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. The Operator of the communitized area shall be COG Operating LLC, 600 W. Illinois Ave., Midland, TX, 79701. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.
 - All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same pool as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is October 1, 2020, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

OPERATOR:

COG OPERATING LLO

By:

Sean Johnson

Attorney-in-fact

ACKNOWLEDGEMENT

S	TATE	OF	TEXAS	

Date: 5/23/22

COUNTY OF MIDLAND

This instrument was acknowledged before me on the 23rd day of may

Johnson, attorney-in-fact of COG Operating LLC, a Delaware Limited Liability Company, on behalf of same.

Laura R Ruma

Laura A Reyna Notary Public, State of Texas Notary ID 199645-1

Notary Public in and for the State of Texas My Commission Expires: 2-14-2023

Date: 5/23/22	By:	Sean Johnson Attorney-in-fact
		MRC PERMIAN COMPANY
Date:	By:	
	Name:	
	Title:	
		MARATHON OIL PERMIAN, LLC
Date:	By:	Subject to Compulsory Pooling Order R-21619
	Name:	
	Title:	
		CHIEF CAPITAL (O&G) II, LLC
Date:	By:	
	Name:	
	Title:	
		ENERGEN RESOURCES CORPORATION
Date:	By:	
	Name:	
	Title:	
		FAMILY TREE CORPORATION
Date:	By:	
	Name:	
	Title:	

Date:	By	:	K
		Sean Johnson Attorney-in-fact	_W 0^
	A 1 . A 1	MRC PERMIAN COMPANY	
Date:	4/4/2022 By		- Mad fr
	Name	Craig N. Adams	
	Title	Executive Vice President & COO	_
		MARATHON OIL PERMIAN, LLC	
Date:	Ву	Subject to Compulsory Pooling Order R-21619	9
	Name	:	
	Title	:	
		CHIEF CAPITAL (O&G) II, LLC	
Date:	Ву	:	
		:	
		:	
		ENERGEN RESOURCES CORPORATION	
Date:	By	;	
	Name	:	
	Title	:	_
		FAMILY TREE CORPORATION	
Date:	By	:	
,	Name	:	
	Title	:	

Date: _	By:	
		Sean Johnson
		Attorney-In-Fact
		MRC PERMIAN COMPANY
Date: _	Ву:	
	Name:	
	Title:	
		MARATHON OIL PERMIAN, LLC
Date: _	Ву:	
	Name:	
	Title:	
Date: _	By: Name: Title:	CHIEF CAPITAL (O&G) II, LLC
/		
Date:	Ву:	
	Name:	
	Title:	
		ENERGEN RESOURCES CORPORATION
Date:	By:	
	Title:	

Date:	By:	
		Sean Johnson
		Attorney-In-Fact
		MRC PERMIAN COMPANY
Date:	By:	
	Name:	
	Title:	
		MARATHON OIL PERMIAN, LLC
Date:	By:	
	Name:	
	Title:	
		CHIEF CAPITAL (O&G) II, LLC
Date:	By:	
	Name:	
	Title:	
Date:	By:	
	Name:	
	Title:	
		ENERGEN RESOURCES CORPORATION
Date:	By:	Ean F Howland
	Name:	Tom F. Hawkins TH
	Title:	Exceensive vice Project -land
		Acr BLV

Date: _	By:	
		Sean Johnson Attorney-in-fact
		MRC PERMIAN COMPANY
Date: _	Ву:	
	Name:	
	Title:	
		MARATHON OIL PERMIAN, LLC
Date: _	Ву:	Subject to Compulsory Pooling Order R-21619
	Name:	
	Title:	
		CHIEF CAPITAL (O&G) II, LLC
Date: _	Ву:	
	Name:	
	Title:	
		ENERGEN RESOURCES CORPORATION
Date: _	Ву:	
	Name:	
	Title:	
		FAMILY TREE CORPORATION
Date: _	3/14/22 By:	
	l { Name:	Thysher Dykos
	Title:	" Dice - President

ACKNOWLEDGEMENTS

STATE OF TEXAS §	
STATE OF TEXAS § COUNTY OF MIDLAND §	
This instrument was acknowledged before me on the 23d attorney-in-fact of COG Operating LLC, a Delaware Limited	day of, 202, by Sean Johnson, d Liability Company, on behalf of same.
Laura R Reyna Notary Public, State of Texas Notary ID 199645-1 My Commission Exp. 02-14-2023	Notary Public in and for the State of Texas My Commission Expires: 2-14-2023
STATE OF	
This instrument was acknowledged before me on	the of, 20, by
	of
MRC PERMIAN COMPANY, a	, on behalf of same.
	Notary Public in and for the State of
	My Commission Expires:
STATE OF §	
SCOUNTY OF §	
	the of, 20, by
	of . on behalf of same.
, , ,	,
	Notary Public in and for the State of
	My Commission Expires:

ACKNOWLEDGEMENTS

STATE OF TEXAS	§		
COUNTY OF MIDLAND	§ § §		
This instrument was acknowled attorney-in-fact of COG Opera	lged before me on the ating LLC, a Delaware Lim	day of, 20, by Sean John ited Liability Company, on behalf of same.	ison,
		Notary Public in and for the State of Texas My Commission Expires: 2-14-2023	
STATE OF TEXAS	§		
COUNTY OF <u>DALLAS</u>		14th Anist	-
	acknowledged before me of		
-		s <u>Executive Vice President & COO</u> oration , on behalf of same.	_ of
Nota My C	JAKEWAY GRAINGER ary ID #131259323 ommission Expires ugust 24, 2025	Notary Public in and for the State of TEXAS My Commission Expires: 8.24.2025	
STATE OF			
This instrument was	acknowledged before me	on the of, 20	_, by
CHIEF CAPITAL (O&G) II		s, on behalf of same.	_ of
		Notary Public in and for the State of My Commission Expires:	

STATE OF LEKAS §		
STATE OF \{\ \ \ \ \ \ \ \ \ \ \ \ \ \ \		
This instrument was acknowledged before me on	the Stat of November, 2020,	by of
CHIEF CAPITAL (O&G) II, LLC, a		
LACY ROBERSON Notary Public, State of Texas Comm. Expires 02-12-2023 Notary ID 131890792	Notary Public in and for the State of My Commission Expires: 2/11/23	
Acknowledgments cont.		
STATE OF §		
COUNTY OF §		
This instrument was acknowledged before me on	the, 20,	by
	s	of
	on behalf of same.	
	Notary Public in and for the State of My Commission Expires:	
	Try Commission Expires.	
STATE OF		
COUNTY OF §		
This instrument was acknowledged before me on	n the, 20,	by
		of
ENERGEN RESOURCES CORPORATION, a	, on behalf of same.	
	Notary Public in and for the State of	
	My Commission Expires:	

STATE OF §	
COUNTY OF §	
This instrument was acknowledged before me of	n the, 20, by
CHIEF CAPITAL (O&G) II, LLC, a	
	Notary Public in and for the State of
	My Commission Expires:
Acknowledgments cont.	
STATE OF §	
COUNTY OF §	
This instrument was acknowledged before me o	n the, 20, by
	as of
, a	, on behalf of same.
	Notary Public in and for the State of
	My Commission Expires:
STATE OF TCXUS \$ COUNTY OF Midland \$	
COUNTY OF Midland §	
This instrument was acknowledged before me o	on the 3^{-1} of Fabruary , 2021 , by
	as Executive Vin Pasident - land of
	ware corporation, on behalf of same.
	Rul
REBECCA B. LOPEZ	Notary Public in and for the State of
Notary Public, State of Texas	My Commission Expires: 07-01- 2023
Comm. Expires 07-01-2023 Notary ID 132072200	

STATE OF	§	
COUNTY OF	§	
This instrument was	acknowledged before me on	the, 20, by
	, a	of
ENERGEN RESOURCES C	ORPORATION, a	, on behalf of same.
		Notary Public in and for the State of
		My Commission Expires:
STATE OF Colorado	<u>> </u>	
COUNTY OF	<u> </u>	
This instrument was	acknowledged before me on	the
Jichist pla	$O_{1/00}$, a	s Vice President of
FAMILY TREE CORPORA	,	
		Leit Lot
		Notary Public in and for the State of
		My Commission Expires: 8/19/2622
		KEITH FOSTER NOTARY PUBLIC
		STATE OF COLORADO
		NOTARY ID 201040 27042 MY COMMISSION EXPIRES AUG. 19, 2022
		MY COMMISSION EXPIRES AUG. 19, 2022

7

EXHIBIT "A"

Plat of communitized area covering **400.83** acres in Lot 2, SW/4NE/4, W/2SE/4 of Section 4 and W/2E/2 of Section 9, T25S – R35E and the W/2SE/4 of Section 33, T24S-R35E, N.M.P.M., Lea County, New Mexico

Communitized depths are hereby limited to the Wolfbone Pool

	ALLEGATIVE AND PROPERTY OF THE PROPERTY AND THE SAME AND	NOTED THOUSE CONTROL OF THE PARTY OF THE CONTROL OF	
Tract 1: NMNM 138894			
Tract 2:			
Fee Leases	Section 33 T24S-R35E		
	12131032		
Tract 3: Fee Leases			
Tract 4: Fee Leases			
Tract 5:			
Fee Leases	Section 4 T25S-35E		!
Tract 6: NMNM 125658			
	Section 9 T25S-R35E		

EXHIBIT "B"

To Communitization Agreement Dated October 1, 2020, embracing the following described land in Lot 2, SW/4NE/4, W/2SE/4 of Section 4 and W/2E/2 of Section 9, T25S – R35E and the W/2SE/4 of Section 33, T24S-R35E, N.M.P.M., Lea County, New Mexico Communitized depths are hereby limited to the Wolfbone Pool

Operator of Communitized Area: COG Operating LLC

DESCRIPTION OF LEASES COMMITTED

TRACT 1

LEASE 1

Date: November 1, 2018
Term: Ten (10) Years
Recorded: Unrecorded

Lessor: United States of America NMNM 138894

Original Lessee: MRC Permian Company Current Lessee: MRC Permian Company

Lands: Township 24 South, Range 35 East, N.M.P.M

Section 33: W/2SE/4

Number of Acres: 80.0 Royalty Rate: 12.5%

WI Owner Names and Interests: MRC Permian Company 100% (Record Title and Operating Rights)

ORRI Owners: None

TRACTS 2, 3 & 4

LEASE 2

 Date:
 July 1, 2014

 Term:
 Six (6) Years

 Recorded:
 Volume 2151, Page 33

Lessor: Robert E. Landreth and wife, Donna P. Landreth

Original Lessee: COG Operating LLC

Current Lessee: COG Operating LLC

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

Section 4: Lot 2, SW/4NE/4, W/2SE/4

Number of Acres: 160.83 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 3

Date: May 1, 2019
Term: Three (3) Years
Recorded: Volume 2149, Page 81
Lessor: Johnny Joe Crowley
Original Lessee: SVR Oil & Gas, LLC
Current Lessee: COG Operating LLC

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

Section 4: Lot 2, SW/4NE/4, W/2SE/4

Number of Acres: 160.83 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: SVR Oil & Gas, LLC

Date: May 1, 2019 Three (3) Years Term: Recorded: Volume 2149, Page 80 Lynn Masters Lessor: Original Lessee: SVR Oil & Gas, LLC Current Lessee: COG Operating LLC

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

Section 4: Lot 2, SW/4NE/4, W/2SE/4

Number of Acres: 160.83 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: SVR Oil & Gas, LLC

LEASE 5

October 1, 2019 Date: Three (3) Years Term: Volume 2162, Page 261 Recorded: Lessor: Shawn C. Willmon Original Lessee: Jetstream New Mexico, LLC

Current Lessee: Jetstream New Mexico, LLC

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

Section 4: Lot 2, SW/4NE/4, W/2SE/4

160.83 Number of Acres: 25% Royalty Rate:

WI Owner Names and Interests: Jetstream New Mexico, LLC 100%

ORRI Owners: None

LEASE 6

Date: October 1, 2019 Term: Three (3) Years Recorded: Volume 2162, Page 260 Crystal M. Lucio Lessor:

Original Lessee: Jetstream New Mexico, LLC Current Lessee: Jetstream New Mexico, LLC

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

Section 4: Lot 2, SW/4NE/4, W/2SE/4

160.83 Number of Acres: Royalty Rate: 25%

WI Owner Names and Interests: Jetstream New Mexico, LLC 100%

ORRI Owners: None

LEASE 7

Date: October 3, 2019 Term: Three (3) Years Volume 2157, Page 994 Recorded: **Betty McConnell** Lessor:

Original Lessee: Jetstream New Mexico, LLC Current Lessee: Chief Capital (O&G) II, LLC

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

Section 4: Lot 2, SW/4NE/4, W/2SE/4

Number of Acres: 160.83 Royalty Rate: 25%

WI Owner Names and Interests: Chief Capital (O&G) II, LLC 100%

ORRI Owners:

Date: October 3, 2019
Term: Three (3) Years
Recorded: Volume 2157, Page 995
Lessor: David Martinez

Original Lessee: Jetstream New Mexico, LLC
Current Lessee: Chief Capital (O&G) II, LLC

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

Section 4: Lot 2, SW/4NE/4, W/2SE/4

Number of Acres: 160.83 Royalty Rate: 25%

WI Owner Names and Interests: Chief Capital (O&G) II, LLC 100%

ORRI Owners: None

LEASE 9

Date: October 3, 2019
Term: Three (3) Years
Recorded: Volume 2157, Page 996
Lessor: John Crowley, Jr.
Original Lessee: Jetstream New Mexico, LLC

Current Lessee: Jetstream New Mexico, ELC

Chief Capital (O&G) II, LLC

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

Section 4: Lot 2, SW/4NE/4, W/2SE/4

Number of Acres: 160.83 Royalty Rate: 25%

WI Owner Names and Interests: Chief Capital (O&G) II, LLC 100%

ORRI Owners: None

LEASE 10

Date: September 6, 2016
Term: Three (3) Years
Recorded: Volume 2063, Page 39
Lessor: Wanda J. Ithaca

Original Lessee: Black Mountain Operating, LLC Current Lessee: Marathon Oil Permian Company

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

Section 4: Lot 2, SW/4NE/4, W/2SE/4

Number of Acres: 160.83 Royalty Rate: 25%

WI Owner Names and Interests: Marathon Oil Permian, LLC 100%

ORRI Owners: None

LEASE 11

Date: September 9, 2016
Term: Three (3) Years
Recorded: Volume 2072, Page 853
Lessor: Jerald Ray Buntin

Original Lessee: Black Mountain Operating, LLC Current Lessee: Marathon Oil Permian Company

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

Section 4: Lot 2, SW/4NE/4, W/2SE/4

Number of Acres: 160.83 Royalty Rate: 25%

WI Owner Names and Interests: Marathon Oil Permian, LLC 100%

Date: September 13, 2016 Term: Three (3) Years Recorded: Volume 2063, Page 22 Linda Kay Buntin Arrington Lessor:

Original Lessee: Black Mountain Operating, LLC Current Lessee: Marathon Oil Permian Company

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

Section 4: Lot 2, SW/4NE/4, W/2SE/4

Number of Acres: 160.83 Royalty Rate: 25%

WI Owner Names and Interests: Marathon Oil Permian, LLC 100%

ORRI Owners:

LEASE 13

Date: September 9, 2016 Term: Three (3) Years Volume 2063, Page 20 Recorded:

Terri Pool Lessor:

Original Lessee: Black Mountain Operating, LLC Marathon Oil Permian Company Current Lessee:

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

Section 4: Lot 2, SW/4NE/4, W/2SE/4

Number of Acres: 160.83 Royalty Rate: 25%

WI Owner Names and Interests: Marathon Oil Permian, LLC 100%

ORRI Owners: None

LEASE 14

Date: September 15, 2020 Three (3) Years Term: Recorded: Volume 2170, Page 818 Shamrock Royalty, L.P. Lessor:

Original Lessee: COG Operating LLC COG Operating LLC Current Lessee:

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

Section 4: Lot 2, SW/4NE/4, W/2SE/4

100%

Number of Acres: 160.83 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC

ORRI Owners: None

LEASE 15

Date: October 1, 2020 Term: Three (3) Years

Volume 2175, Page 193 Recorded: **Douglas Clayton Noll, SSP** Lessor: Original Lessee: COG Operating LLC

COG Operating LLC Current Lessee: Lands:

Township 25 South, Range 35 East, N.M.P.M Insofar and only insofar as said lease covers: Section 4: Lot 2, SW/4NE/4, W/2SE/4

Number of Acres: 160.83 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

Date: December 1, 2020 Term: Three (3) Years Recorded: Volume 2175, Page 193

Lessor: Federation for American Immigration Reform

Original Lessee: COG Operating LLC Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers: Section 4: Lot 2, SW/4NE/4, W/2SE/4

160.83

Number of Acres: Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 17

October 1, 2020 Date: Term: Three (3) Years

Recorded: Volume 2174, Page 70 (Memorandum of Oil & Gas Lease)

Lessor: Jenniafer Walters nee Gower, SSP

COG Operating LLC Original Lessee: COG Operating LLC Current Lessee:

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

Insofar and only insofar as said lease covers: Section 4: Lot 2, SW/4NE/4, W/2SE/4

Number of Acres: 160.83 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 18

Date: October 1, 2020 Three (3) Years Term:

Recorded: Volume 2174, Page 66 (Memorandum of Oil & Gas Lease)

Lessor: **Kyle Remington Dennis** Original Lessee: COG Operating LLC Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers:

Section 4: Lot 2, SW/4NE/4, W/2SE/4

Number of Acres: 160.83 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 19

October 1, 2020 Date: Term: Three (3) Years

Volume 2173, Page 459 (Memorandum of Oil & Gas Lease) Recorded:

Larry Beach Lessor: Original Lessee: COG Operating LLC Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers: Section 4: Lot 2, SW/4NE/4, W/2SE/4

Number of Acres: 160.83 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

October 1, 2020 Date: Term: Three (3) Years

Recorded: Volume 2174, Page 141 (Memorandum of Oil & Gas Lease)

Lessor: Stephen Charles Dennis, SSP

Lessee: COG Operating LLC COG Operating LLC Current Lessee:

Lands: Township 25 South, Range 35 East, N.M.P.M Insofar and only insofar as said lease covers:

Section 4: Lot 2, SW/4NE/4, W/2SE/4

160.83

Number of Acres: Royalty Rate: 25%

COG Operating LLC WI Owner Names and Interests: 100%

ORRI Owners: None

LEASE 21

January 1, 2021 Date: Three (3) Years Term:

Volume 2177, Page 339 (Memorandum of Oil & Gas Lease) Recorded:

William Meadows, SSP Lessor: COG Operating LLC Lessee: Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers:

Section 4:NW/4SE/4

Number of Acres: 160.83 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 22

Date: October 1, 2020 Term: Three (3) Years

Recorded: Volume 2175, Page 426 (Memorandum of Oil & Gas Lease)

Lessor: Woodrow W. Renwick, SSP

Lessee: COG Operating LLC COG Operating LLC Current Lessee:

Lands: Township 25 South, Range 35 East, N.M.P.M Insofar and only insofar as said lease covers:

Section 4: Lot 2, SW/4NE/4, W/2SE/4

Number of Acres: 160.83 Royalty Rate: 25%

COG Operating LLC WI Owner Names and Interests: 100%

ORRI Owners: None

LEASE 23

Date: November 23, 2021, but effective August 1, 2021

Term: Three (3) Years Recorded: Book 2191, Page 410 Lessor: Arthur E. Thompson, SSP Lessee: COG Operating LLC Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers:

Section 4: Lot 2, SW/4NE/4, W/2SE/4

Number of Acres: 160.83 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

November 1, 2020 Date: Three (3) Years Term:

Recorded: Volume 2174, Page 88 (Memorandum of Oil & Gas lease)

Lessor: Advent Christian Village, Inc.

Original Lessee: COG Operating LLC COG Operating LLC Current Lessee:

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

Insofar and only insofar as said lease covers:

Section 4: Lot 2, SW/4NE/4, W/2SE/4

Number of Acres: 160.83 Royalty Rate: 25%

COG Operating LLC WI Owner Names and Interests: 100%

ORRI Owners: None

LEASE 25

August 1, 2021 Date: Term: Three (3) Years Recorded: Book 2185, Page 719 Aisha Campbell, SSP Lessor: Lessee: COG Operating LLC Current Lessee: COG Operating LLC

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

> Insofar and only insofar as said lease covers: Section 4: Lot 2, SW/4NE/4, W/2SE/4

Number of Acres: 160.83 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 26

August 1, 2021 Date: Three (3) Years Term: Recorded: Book 2185, Page 735

Lessor: Broos Duane Campbell, SSP, but joined pro forma by spouse Julie Palmer

Lessee: COG Operating LLC COG Operating LLC Current Lessee:

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

Insofar and only insofar as said lease covers: Section 4: Lot 2, SW/4NE/4, W/2SE/4

Number of Acres: 160.83 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 27

October 30, 2019 Date: Three (3) Years Term:

Recorded: Book 2159, Page 250 (Memorandum of Oil & Gas Lease) Lessor: Sheila Darlene Jackson, Individually and as Life Tennant

Lessee: COG Operating LLC Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers:

Section 4: Lot 2, SW/4NE/4, W/2SE/4

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

Date: October 1, 2020 Term: Three (3) Years

Recorded: Book 2172, Page 557 (Memorandum of Oil & Gas Lease)

Marjorie Ella Chapman, nee Woodard Lessor:

COG Operating LLC Lessee: Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers: Section 4: Lot 2, SW/4NE/4, W/2SE/4

160.81

Number of Acres: Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 29

August 1, 2021 Date: Three (3) Years Term: Book 2184, Page 648 Recorded:

Lessor: Cameron Clay Campbell, SSP

COG Operating LLC Lessee: COG Operating LLC Current Lessee:

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

Insofar and only insofar as said lease covers: Section 4: Lot 2, SW/4NE/4, W/2SE/4

Number of Acres: 160.83 25% Royalty Rate:

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 30

Date: April 12, 2018 Three (3) Years Term: Recorded: Volume 2132, Page 619 Lessor: Headwaters Minerals II, LP Original Lessee: OneEnergy Partners Operating, LLC

COG Operating LLC Current Lessee:

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

Section 4: NW/4SE/4

Number of Acres: 40.00 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 31

April 12, 2018 Date: Three (3) Years Term: Recorded: Volume 2132, Page 620 Encanto Minerals, LLC Lessor:

Original Lessee: OneEnergy Partners Operating, LLC

Current Lessee: COG Operating LLC

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

Section 4: NW/4SE/4

Number of Acres: 40 25% Royalty Rate:

WI Owner Names and Interests: COG Operating LLC

ORRI Owners: None 100%

Date: August 1, 2021 Three (3) Years Term:

Book 2173, Page 457 (Memorandum pf Oil & Gas Lease) Recorded:

Clayton Roy Willmon, SSP Lessor: Lessee: COG Operating LLC Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers:

Section 4: Lot 2, SW/4NE/4, W/2SE/4

Number of Acres: 160.83 Royalty Rate: 25%

COG Operating LLC WI Owner Names and Interests: 100%

ORRI Owners: None

LEASE 33

Date: August 1, 2021 Term: Three (3) Years Book 2185, Page 734 Recorded:

Frederick W. Campbell-Craven, SSP, but joined pro forma by spouse Katherine A. Lessor:

Campbell-Craven COG Operating LLC

Lessee: Current Lessee: COG Operating LLC

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

> Insofar and only insofar as said lease covers: Section 4: Lot 2, SW/4NE/4, W/2SE/4

Number of Acres: 160.83 Royalty Rate: 25%

100% WI Owner Names and Interests: COG Operating LLC

ORRI Owners: None

LEASE 34

Date: November 23, 2021 Term: Three (3) Years Recorded: Book 2191, Page 464 Lessor: Jane Martinec, SSP Lessee: COG Operating LLC Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers: Section 4: Lot 2, SW/4NE/4, W/2SE/4

Number of Acres: 160.83 Royalty Rate: 25%

COG Operating LLC 100% WI Owner Names and Interests:

ORRI Owners: None

LEASE 35

October 1, 2020 Date: Three (3) Years Term:

Recorded: Book 2174, Page 739 (Memorandum of Oil & Gas lease)

Lessor: Michael Earl Hale Lessee: COG Operating LLC COG Operating LLC Current Lessee:

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

Insofar and only insofar as said lease covers: Section 4: Lot 2, SW/4NE/4, W/2SE/4

160.83 Number of Acres: Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

Date: November 23, 2021
Term: Three (3) Years
Recorded: Book , Page

Lessor: Nancy Thompson Soucy
Lessee: COG Operating LLC
Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers: Section 4: Lot 2, SW/4NE/4, W/2SE/4

100%

Number of Acres: 160.83 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC

ORRI Owners: None

LEASE 37

Date: October 1, 2020
Term: Three (3) Years

Recorded: Book 2173, Page 458 (Memorandum of Oil & Gas Lease)

Lessor: Robert Shannon Gower
Lessee: COG Operating LLC
Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers: Section 4: Lot 2, SW/4NE/4, W/2SE/4

Number of Acres: 160.83 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 38

Date: December 12, 2017
Term: Three (3) Years
Recorded: Volume 2131, Page 490
Lessor: Shelly K. Jackson

Original Lessee: Jetstream Oil and Gas Partners, LP

Current Lessee: MRC Permian Company

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

Section 4: NW/4SE/4

Number of Acres: 40 Royalty Rate: 25%

WI Owner Names and Interests: MRC Permian Company 100%

ORRI Owners: None

LEASE 39

Date: December 1, 2017
Term: Three (3) Years
Recorded: Volume 1110, Page 430
Lessor: Michael O. Boren

Original Lessee: Jetstream Oil and Gas Partners, LP

Current Lessee: MRC Permian Company

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

Section 4: NW/4SE/4

Number of Acres: 40 Royalty Rate: 25%

WI Owner Names and Interests: MRC Permian Company 100%

Date: January 1, 2021 Term: Three (3) Years

Recorded: Volume 2178, Page 9 (Memorandum of Oil and Gas Lease)

Lessor:Leslie A. AmestoyOriginal Lessee:COG Operating LLCCurrent Lessee:COG Operating LLC

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

Section 4: NW/4SE/4

Number of Acres: 40.00 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 41

Date: December 12, 2017
Term: Three (3) Years
Recorded: Volume 2131, Page 492

Lessor: Terry L. Boren f/k/a Terry L. Rupert
Original Lessee: Jetstream Oil and Gas Partners, LP

Current Lessee: MRC Permian Company

Lands: <u>Township 25 South, Range 35 East, N.M.P.M</u>

Section 4: NW/4SE/4

Number of Acres: 40 Royalty Rate: 25%

WI Owner Names and Interests: MRC Permian Company 100%

ORRI Owners: None

LEASE 42

Date: September 13, 2016
Term: Three (3) Years
Recorded: Volume 2063, Page 16

Lessor: Piper Nelms

Original Lessee: Black Mountain Operating, LLC
Current Lessee: Marathon Oil Permian, LLC

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

Section 4: NW/4SE/4

Number of Acres: 40 Royalty Rate: 25%

WI Owner Names and Interests: Marathon Oil Permian, LLC 100%

ORRI Owners: None

LEASE 43

Date: September 13, 2016
Term: Three (3) Years
Recorded: Volume 2063, Page 17
Lessor: Tara L. Keene

Original Lessee: Black Mountain Operating, LLC Current Lessee: Marathon Oil Permian, LLC

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

Section 4: NW/4SE/4

Number of Acres: 40 Royalty Rate: 25%

WI Owner Names and Interests: Marathon Oil Permian, LLC 100%

Date: August 16, 2016
Term: Three (3) Years
Recorded: Volume 2063, Page 47

Lessor: Ann Le Bell

Original Lessee: Black Mountain Operating, LLC Current Lessee: Marathon Oil Permian, LLC

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

Section 4: NW/4SE/4

Number of Acres: 40 Royalty Rate: 25%

WI Owner Names and Interests: Marathon Oil Permian, LLC 100%

ORRI Owners: None

LEASE 45

Date: August 17, 2016
Recorded: Volume 2072, Page 842
Lessor: Ronald Pennington

Original Lessee: Black Mountain Operating, LLC
Current Lessee: Marathon Oil Permian, LLC

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

Section 4: NW/4SE/4

Number of Acres: 40 Royalty Rate: 25%

WI Owner Names and Interests: Marathon Oil Permian, LLC 100%

ORRI Owners: None

LEASE 46

Date: March 19, 2013
Term: Three (3) Years
Recorded: Volume 1829, Page 143
Lessor: Mr. David W. Matkins, SSP
Original Lessee: Energen Resources Corporation
Current Lessee: Energen Resources Corporation

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

Section 4: NW/4SE/4

Number of Acres: 40 Royalty Rate: 25%

WI Owner Names and Interests: Energen Resources Corporation 100%

ORRI Owners: None

LEASE 47

Date: May 8, 2018
Term: Three (3) Years
Recorded: Volume 2134, Page 821
Lessor: Hendrick Medical Center
Original Lessee: SVR Oil & Gas, LLC
Current Lessee: MRC Permian Company

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

Section 4: SW/4SE/4

Number of Acres: 40 Royalty Rate: 24%

WI Owner Names and Interests: MRC Permian Company 100%

Parties subject to Compulsory Pooling Order R-21619

JPMorgan Chase Bank, N.A., Trustee of the Joe and Jessie Crump Fund

Jerry Ron Dennis, separate property

Tina Carol Villines, separate property

Alicia Jo Gower (Coble), separate property

Connor Gower, separate property

Estate of Bill W. Echols, Deceased

Estate of Jeannette Echols Thompson, Deceased, presumably Arthur E. Thompson, Jr.

Estate of Jeannette Echols Thompson, Deceased, presumably Jane Martinec

Estate of Jeannette Echols Thompson, Deceased, presumably Nancy Thompson Soucy

Estate of Diane Russell, Deceased

Estate of Patrick Bronson, Deceased

The heirs and/or devisees of Hubert Stockton and Lucille G. Stockton, both deceased

Mozell Tidwell, separate property

Rebecca Susan Dean, separate property

Sandra Lynn Jones, separate property

Shanda Danielle Willmon, separate property

Nicholas C. Moran, separate property

Katie Marie Moran, separate property

Gloria Bumgarner, separate property (daughter of Constance Vale Tracy)

Susan Grenier, separate property (daughter of Constance Vale Tracy)

Lori Denman, separate property (daughter of Constance Vale Tracy)

Drew Tracy, separate property (son of Constance Vale Tracy)

Earth Justice Legal Defense Fund

Weatherford College Development Foundation

Natural Resources Defense Council, Inc.

Amnesty International of USA Inc.

Toward Utility Rate Normalization of Los Angeles

American Diabetes Association

Howard Jarvis Tax Association

Greenpeace International Inc.

Jon C. Beach, separate property

Grant S. Pyle, III, separate property

Douglas Q. Willmon, separate property

David Clay Willmon, III, separate property (son of D. C. Willmon, Jr.)

Richard C. Parish, separate property (son of Geraldine N. Parish)

Gregg M. Parish, separate property (son of Geraldine N. Parish)

Geraldine A. Wallace, a/k/a Geraldine A. Johnston, separate property (daughter of Geraldine N. Parish)

Estate of Gloria L. Blakely, Deceased, presumably Richard S. Blakely

Estate of Gloria L. Blakely, Deceased, presumably Robert Jack Blakely

Estate of Gloria L. Blakely, Deceased, presumably David Michael Blakely

Estate of Gloria L. Blakely, Deceased, presumably Beverly Blakely-Hutton

Bradford "Rocky" Jones, separate property

Ashley Holt Mitchell, separate property (daughter of Debra Holt)

Tiffany Feet, separate property (daughter of Debra Holt)

Tina Martin, separate property (daughter of Debra Holt)

Billy L. Etcheson, separate property

Jerry Glenn Ithaca, separate property

The Trustee of the Estie Shelpman Testamentary Trust

Parties with unleased minerals as to Tract 3

Family Tree Corporation

TRACT 5

LEASE 48

Date: March 26, 2010
Term: Five (5) Years

Recorded: Volume 1673, Page 783

Lessor: Debbie Lynn Stewart Wattier, SSP

Original Lessee: O'Brien Oil and Gas, Inc., a Texas Corporation

Current Lessee: COG Operating LLC Lands: Township 25 South, I

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

Section 9: W/2NE/4

Number of Acres: 80

Royalty Rate: 16.6666667%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: Chilmark Properties, LLC
CrownRock Minerals, L.P.
McMullen Minerals, LLC

Pegasus Resources, LLC

LEASE 49

Date: March 26, 2010 Term: Five (5) Years

Recorded: Volume 1673, Page 785
Lessor: Jan Marie Stewart Jones, SSP

Original Lessee: O'Brien Oil and Gas, Inc., a Texas Corporation

Current Lessee: COG Operating LLC

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

Section 9: W/2NE/4

Number of Acres: 80

Royalty Rate: 16.66666667%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: Chilmark Properties, LLC

CrownRock Minerals, L.P. McMullen Minerals, LLC Pegasus Resources, LLC

TRACT 6

LEASE 50

Date: January 1, 2011
Term: Ten (10) Years
Recorded: Volume 2110, Page 849

Lessor: United States of America NMNM 125658

Original Lessee: Yates Petroleum Corp., ABO Petroleum Corp., MYCO Industries, Inc.

Current Lessee: COG Operating LLC

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

Section 9: W/2SE/4

Number of Acres: 80 Royalty Rate: 12.5%

WI Owner Names and Interests: COG Operating LLC 100% (Record Title and Operating Rights)

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	80	19.958586%
2	80.83	20.165656%
3	40	9.979293%
4	40	9.979293%
5	80	19.958586%
6	80	19.958586%
Total	400.83	100.00000%

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

IN THE MATTER OF APPLICATION FOR COMPULSORY POOLING SUBMITTED BY COG OPERATING, LLC

CASE NO. 21539 ORDER NO. R-21619

ORDER

The Director of the New Mexico Oil Conservation Division ("OCD"), having heard this matter through a Hearing Examiner on December 3, 2020, and after considering the testimony, evidence, and recommendation of the Hearing Examiner, issues the following Order.

FINDINGS OF FACT

- 1. COG Operating, LLC ("Operator") submitted an application ("Application") to compulsory pool the uncommitted oil and gas interests within the spacing unit ("Unit") described in Exhibit A. The Unit is expected to be a standard horizontal spacing unit. 19.15.16.15(B) NMAC. Operator seeks to be designated the operator of the Unit.
- 2. Operator will dedicate the well(s) described in Exhibit A ("Well(s)") to the Unit.
- 3. Operator proposes the supervision and risk charges for the Well(s) described in Exhibit A.
- 4. Operator identified the owners of uncommitted interests in oil and gas minerals in the Unit and provided evidence that notice was given.
- 5. The Application was heard by the Hearing Examiner on the date specified above, during which Operator presented evidence through affidavits in support of the Application. No other party presented evidence at the hearing.

CONCLUSIONS OF LAW

- 6. OCD has jurisdiction to issue this Order pursuant to NMSA 1978, Section 70-2-17.
- 7. Operator is the owner of an oil and gas working interest within the Unit.
- 8. Operator satisfied the notice requirements for the Application and the hearing as required by 19.15.4.12 NMAC.
- 9. OCD satisfied the notice requirements for the hearing as required by 19.15.4.9 NMAC.

- 10. Operator has the right to drill the Well(s) to a common source of supply at the depth(s) and location(s) in the Unit described in Exhibit A.
- 11. The Unit contains separately owned uncommitted interests in oil and gas minerals.
- 12. Some of the owners of the uncommitted interests have not agreed to commit their interests to the Unit.
- 13. The pooling of uncommitted interests in the Unit will prevent waste and protect correlative rights, including the drilling of unnecessary wells.
- 14. This Order affords to the owner of an uncommitted interest the opportunity to produce his just and equitable share of the oil or gas in the pool.

ORDER

- 15. The uncommitted interests in the Unit are pooled as set forth in Exhibit A.
- 16. The Unit shall be dedicated to the Well(s) set forth in Exhibit A.
- 17. Operator is designated as operator of the Unit and the Well(s).
- 18. If the location of a well will be unorthodox under the spacing rules in effect at the time of completion, Operator shall obtain the OCD's approval for a non-standard location in accordance with 19.15.16.15(C) NMAC.
- 19. The Operator shall commence drilling the Well(s) within one year after the date of this Order, and complete each Well no later than one (1) year after the commencement of drilling the Well.
- 20. This Order shall terminate automatically if Operator fails to comply with Paragraph 19 unless Operator obtains an extension by amending this Order for good cause shown.
- 21. The infill well requirements in 19.15.13.9 NMAC through 19.15.13.12 NMAC shall be applicable.
- 22. Operator shall submit each owner of an uncommitted working interest in the pool ("Pooled Working Interest") an itemized schedule of estimated costs to drill, complete, and equip the well ("Estimated Well Costs").
- 23. No later than thirty (30) days after Operator submits the Estimated Well Costs, the owner of a Pooled Working Interest shall elect whether to pay its share of the Estimated Well Costs or its share of the actual costs to drill, complete and equip the well ("Actual Well Costs") out of production from the well. An owner of a Pooled Working Interest who elects to pay its share of the Estimated Well Costs shall render payment to Operator no later than thirty (30) days after the expiration of the

CASE NO. 21539 ORDER NO. R-21619

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election period, and shall be liable for operating costs, but not risk charges, for the well. An owner of a Pooled Working Interest who fails to pay its share of the Estimated Well Costs or who elects to pay its share of the Actual Well Costs out of production from the well shall be considered to be a "Non-Consenting Pooled Working Interest."

- 24. No later than one hundred eighty (180) days after Operator submits a Form C-105 for a well, Operator shall submit to each owner of a Pooled Working Interest an itemized schedule of the Actual Well Costs. The Actual Well Costs shall be considered to be the Reasonable Well Costs unless an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Reasonable Well Costs after public notice and hearing.
- 25. No later than sixty (60) days after the expiration of the period to file a written objection to the Actual Well Costs or OCD's order determining the Reasonable Well Costs, whichever is later, each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs shall pay to Operator its share of the Reasonable Well Costs that exceed the Estimated Well Costs, or Operator shall pay to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs its share of the Estimated Well Costs that exceed the Reasonable Well Costs.
- 26. The reasonable charges for supervision to drill and produce a well ("Supervision Charges") shall not exceed the rates specified in Exhibit A, provided however that the rates shall be adjusted annually pursuant to the COPAS form entitled "Accounting Procedure-Joint Operations."
- 27. No later than within ninety (90) days after Operator submits a Form C-105 for a well, Operator shall submit to each owner of a Pooled Working Interest an itemized schedule of the reasonable charges for operating and maintaining the well ("Operating Charges"), provided however that Operating Charges shall not include the Reasonable Well Costs or Supervision Charges. The Operating Charges shall be considered final unless an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Operating Charges after public notice and hearing.
- 28. Operator may withhold the following costs and charges from the share of production due to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs: (a) the proportionate share of the Supervision Charges; and (b) the proportionate share of the Operating Charges.
- 29. Operator may withhold the following costs and charges from the share of production due to each owner of a Non-Consenting Pooled Working Interest: (a) the proportionate share of the Reasonable Well Costs; (b) the proportionate share

CASE NO. 21539 ORDER NO. R-21619

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- of the Supervision and Operating Charges; and (c) the percentage of the Reasonable Well Costs specified as the charge for risk described in Exhibit A.
- 30. Operator shall distribute a proportionate share of the costs and charges withheld pursuant to paragraph 29 to each Pooled Working Interest that paid its share of the Estimated Well Costs.
- 31. Each year on the anniversary of this Order, and no later than ninety (90) days after each payout, Operator shall provide to each owner of a Non-Consenting Pooled Working Interest a schedule of the revenue attributable to a well and the Supervision and Operating Costs charged against that revenue.
- 32. Any cost or charge that is paid out of production shall be withheld only from the share due to an owner of a Pooled Working Interest. No cost or charge shall be withheld from the share due to an owner of a royalty interests. For the purpose of this Order, an unleased mineral interest shall consist of a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest.
- 33. Except as provided above, Operator shall hold the revenue attributable to a well that is not disbursed for any reason for the account of the person(s) entitled to the revenue as provided in the Oil and Gas Proceeds Payment Act, NMSA 1978, Sections 70-10-1 et seq., and relinquish such revenue as provided in the Uniform Unclaimed Property Act, NMSA 1978, Sections 7-8A-1 et seq.
- 34. The Unit shall terminate if (a) the owners of all Pooled Working Interests reach a voluntary agreement; or (b) the well(s) drilled on the Unit are plugged and abandoned in accordance with the applicable rules. Operator shall inform OCD no later than thirty (30) days after such occurrence.
- 35. OCD retains jurisdiction of this matter for the entry of such orders as may be deemed necessary.

STATE OF NEW MEXICO OIL CONSERVATION DIVISION

work

ADRIENNE SANDOVAL DIRECTOR

AES/jag

Date: 3/08/2021

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Exhibit A

COMPULSORY POOLING APPLIC	CATION CHECKLIST				
ALL INFORMATION IN THE APPLICATION MUS	T BE SUPPORTED BY SIGNED AFFIDAVITS				
Case: 21539	APPLICANT'S RESPONSE				
Date	December 3, 2020				
Applicant	COG Operating LLC				
Designated Operator & OGRID (affiliation if applicable)	COG Operating LLC, 229137				
Applicant's Counsel:	Dana S. Hardy, Hinkle Shanor LLP				
Case Title:	Application of COG Operating LLC for Compulsory Pooling, Lea County, New Mexico				
Entries of Appearance/Intervenors:	None				
Well Family	Fez				
Formation/Pool					
Formation Name(s) or Vertical Extent:	Wolfbone Pool				
Primary Product (Oil or Gas):	Oil				
Pooling this vertical extent:	Third Bone Spring, Wolfcamp A				
Pool Name and Pool Code:	Wolfbone, Code 98098, WC-025 G-09 S243532M				
Well Location Setback Rules:	Statewide Horizontal Well Rules				
Spacing Unit Size:	400.83 acres				
Spacing Unit					
Type (Horizontal/Vertical)	Horizontal				
Size (Acres)	400.83 acres				
Building Blocks:	40 acres				
Orientation:	South to North				
Description: TRS/County	W/2 E/2 of Section 9, Township 25 South, Range 35 East, Lot 2, SW/4 NE/4 and W/2 SE/4 of irregular Section 4 (W/2 E/2 equivalent), Township 25 South, Range 35 East, and W/2 SE/4 of Section 33, Township 24 South, Range 35 East, Lea County				
Standard Horizontal Well Spacing Unit (Y/N), If No, describe	Yes				
Other Situations					
Depth Severance: Y/N. If yes, description	No				
Proximity Tracts: If yes, description	No				
Proximity Defining Well: if yes, description	N/A				
Applicant's Ownership in Each Tract	Exhibit A-3				
Well(s)					

CASE NO. 21539 ORDER NO. R-21619

Name & API (if assigned), surface and bottom hole location,	Add wells as needed				
footages, completion target, orientation, completion status					
(standard or non-standard)					
Well #1	Fez Federal Com #710H (API unassigned); Completion Status: Standard; Target: Wolfbone Pool, approx. 12,400 TVD; SHL: 330' FSL, 1570' FEL (Unit O), S9-T25S- R35E; BHL: 2590' FSL, 1650' FEL (Unit J), S33-T24S- R35E				
Well #2					
Horizontal Well First and Last Take Points	FTP: 100' FSL and 1,650' FEL in S9-T25S-R35E LTP: 2,540' FSL and 1,650' FEL in S33-T24S-R35E				
Completion Target (Formation, TVD and MD)	Wolfbone Pool,12,400' TVD and 24,950' TMD				
AFE Capex and Operating Costs					
Drilling Supervision/Month \$	\$8,000/Month, Exhibit A				
Production Supervision/Month \$	\$800/Month, Exhibit A				
Justification for Supervision Costs	Exhibit A				
Requested Risk Charge	200%, Exhibit A				
Notice of Hearing					
Proposed Notice of Hearing	Exhibit A-1				
Proof of Mailed Notice of Hearing (20 days before hearing)	Exhibit A-8				
Proof of Published Notice of Hearing (10 days before hearing)	Exhibit A-9				
Ownership Determination					
Land Ownership Schematic of the Spacing Unit	Exhibit A-3				
Tract List (including lease numbers and owners)	Exhibit A-3				
Pooled Parties (including ownership type)	Exhibit A-3				
Unlocatable Parties to be Pooled	Exhibit A-3				
Ownership Depth Severance (including percentage above & below)	N/A				
Joinder					
Sample Copy of Proposal Letter	Exhibit A-4				
List of Interest Owners (ie Exhibit A of JOA)	Exhibit A-3				

CASE NO. 21539 ORDER NO. R-21619

Chronology of Contact with Non-Joined Working Interests	Exhibit A-5
Overhead Rates In Proposal Letter	Exhibit A-4
Cost Estimate to Drill and Complete	Exhibit A-7
Cost Estimate to Equip Well	Exhibit A-7
Cost Estimate for Production Facilities	Exhibit A-7
Geology	
Summary (including special considerations)	Exhibit B
Spacing Unit Schematic	Exhibit B-1
Gunbarrel/Lateral Trajectory Schematic	Exhibit B-1
Well Orientation (with rationale)	Exhibit B
Target Formation	Wolfbone Pool, Exhibit B
HSU Cross Section	Exhibit B-4
Depth Severance Discussion	Exhibit A
Forms, Figures and Tables	
C-102	Exhibit A-2
Tracts	Exhibit A-3
Summary of Interests, Unit Recapitulation (Tracts)	Exhibit A-3
General Location Map (including basin)	Exhibit B-1
Well Bore Location Map	Exhibit B-1
Structure Contour Map - Subsea Depth	Exhibit B-2
Cross Section Location Map (including wells)	Exhibit B-3
Cross Section (including Landing Zone)	Exhibit B-4
Additional Information	12
Special Provisions/Stipulations	None ·
CERTIFICATION: I hereby certify that the information prov	vided in this checklist is complete and accurate.
Printed Name (Attorney or Party Representative):	Dana S. Hardy
Signed Name (Attorney or Party Representative):	
Date:	1-Dec-20

CASE NO. 21539 ORDER NO. R-21619



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

April 22, 2021

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

Re: Application for Administrative Approval

Off-lease Measurement

Dear Mr. McClure,

COG Operating LLC, respectfully requests approval for off-lease measurement for the following wells:

Fez Federal Com 707H API# 30-025-46244 WC-025 G-09 S243532M; Wolfbone Ut. O, Sec. 9-T25S-R35E Lea County, NM

Oil Production:

The oil production from these wells may be transported by truck to either the Red Hills Offload Station, located in Unit O, Section 4-T26S-R32E, or the Jal Offload Station, located in Unit D, Section 4-T26S-R37E, Lea County in the event the CTB on lease is over capacity or in the case of battery or pipeline repairs. Oil will remain segregated and will be measured by lact meter when offloading at the Offload Stations.

Notifications have been sent out to all working interest owners.

Please see the enclosed Administrative Application Checklist, C-107-B Application for Off Lease Measurement, plats for referenced wells, site facility diagram, maps with lease boundaries showing wells and facility locations, and communization agreement application.

Thank you for your attention to this matter. If you have questions or need further information, please email me at jeanette.barron@conocophillips.com or call 575.748.6974.

Sincerely,

Jeanette Barron

Jeanette Barron Regulatory Coordinator

RECEIVED:			PR OCD DIVISION USE (APP NO:		
			R OCD DIVISION USE	ONLY		
1	_	CO OIL CONS gical & Engine Francis Drive, S	ering Bure	eau -	SALL OF MEN MARIO	
		TRATIVE APPLIC				
		ALL ADMINISTRATIVE A REQUIRE PROCESSING			Division rules and	
Applicant:			OGRID Number:			
Vell Name:						
ool:						
SUBMIT ACCURATE AI	ND COMPLETE IN	NFORMATION RE INDICATED		O PROCESS TH	E TYPE OF APPLICATION	
1) TYPE OF APPLICATIO A. Location – Spa □NSL	cing Uni <u>t –</u> Simu	ultaneous Dedic		TION UNIT) SC)	
☐ DHC [II] Injection - ☐ WFX 2) NOTIFICATION REQUATE A. ☐ Offset opera B. ☐ Royalty, over	ng - Storage - I CTB Disposal - Press PMX JIRED TO: Chect ators or lease ho	PLC	Enhanced □EOR pply.	□OLM I Oil Recovery □PPR	FOR OCD ONLY Notice Complete Application	
D. Notification E. Notification F. Surface ow	and/or concur ner e above, proof	ned notice rent approval k rent approval k of notification c	y BLM	ion is attache	Content Complete ed, and/or,	
3) CERTIFICATION: I he administrative apprunderstand that no notifications are sub	oval is accurate action will be ta	e and complete aken on this ap	to the be	st of my know	rledge. I also	
Note: State	ement must be comp	oleted by an individua	al with manag	erial and/or superv	isory capacity.	
			Da	ite		
Print or Type Name						
			Ph	one Number		
Jeanette Barron						

e-mail Address

Signature

<u>District I</u>
1625 N. French Drive, Hobbs, NM 88240
<u>District II</u>
811 S. First St., Artesia, NM 88210

Bill S. First St., Artesia, NM 88210

District III

1000 Rio Brazos Road, Aztec, NM 87410

District IV

1220 S. St Francis Dr, Santa Fe, NM

State of New Mexico
Energy, Minerals and Natural Resources Department

OIL CONSERVATION DIVISION

1220 S. St Francis Drive Santa Fe, New Mexico 87505 Form C-107-B Revised August 1, 2011

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

APPLICATIO	N FOR SURFACE	COMMINGLING	6 (DIVERSE	OWNERSHIP)	
OPERATOR NAME: COC	Operating LLC				
OPERATOR ADDRESS: 2208 W Main Street, Artesia, New Mexico 88210					
APPLICATION TYPE:					
☐ Pool Commingling ☐ Lease Comm	ngling Pool and Lease Co	mmingling	Storage and Measu	rement (Only if not Surfac	e Commingled)
LEASE TYPE:	☐ State ☐ Fede	eral			
Is this an Amendment to existing C	rder? Yes No If	"Yes", please include	the appropriate (Order No.	
Have the Bureau of Land Managen	ent (BLM) and State Land	d office (SLO) been no	tified in writing	of the proposed comm	ingling
Yes No					
		OL COMMINGLIN ts with the following in			
	Gravities / BTU of	Calculated Gravities /		Calculated Value of	
(1) Pool Names and Codes	Non-Commingled	BTU of Commingled		Commingled	Volumes
	Production	Production		Production	
		4		4	
		4		-	
		4		_	
		4		_	
(2) Are any wells producing at top al(3) Has all interest owners been notif		onosed comminating?	□Yes □No.		
(4) Measurement type: Metering		oposed comminging :	☐ res ☐ No.		
(5) Will commingling decrease the vi	lue of production? Yes	□No If "yes", descri	be why commingl	ing should be approved	
	(R) I FA	SE COMMINGLIN	JC		
		ts with the following in			
(1) Pool Name and Code. WC-025 G					
(2) Is all production from same source					
(3) Has all interest owners been notified		posed commingling?	□Yes □N	Го	
(4) Measurement type: Metering	Uther (Specify)				
	(C) POOL and	LEASE COMMIN	IGLING		
	` ,	ts with the following in			
(1) Complete Sections A and E.					
	(D) OFF TEACE OF	ODAGE 13454	CLIDES (ENTE		
	(D) OFF-LEASE ST				
Please attached sheets with the following information (1) Is all production from same source of supply? Yes No					
 (1) Is all production from same source of supply?					
(E) ADDITIONAL INFORMATION (for all application types) Please attach sheets with the following information					
(1) A schematic diagram of facility, including legal location.					
(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.					
(3) Lease Names, Lease and Well Numbers, and API Numbers.					
		1	11 11 6		
I hereby certify that the information above is true and complete to the best of my knowledge and belief.					
signature: Jeanette Barron 1	TTLE: Regulatory Coordinate	or DATE: 06.14.22			

TYPE OR PRINT NAME Jeanette Barron TELEPHONE NO.: 575.748.6974

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

DISTRICT I
1625 N. FRENCH DR., HOBBS, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
DISTRICT II
811 S. FIRST ST., ARTESIA, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-9720

State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION

1220 SOUTH ST. FRANCIS DR. Santa Fe, New Mexico 87505

Form C-102
Revised August 1, 2011
Submit one copy to appropriate
District Office

DISTRICT III 1000 RIO BRAZOS RD., AZTEC, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170

Phone: (505) 334-6178 Fax: (505) 334-6170 DISTRICT IV 1220 S. ST. FRANCIS DR., SANTA FE, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462

 \square AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number	Pool Code	Pool Name	Л; Wolfbone	
30-025-46244	98098	WC-025 G-09 S243532N		
Property Code 322742	•	Property Name FEZ FEDERAL COM		
0GRID No.	•	ator Name	Elevation	
229137		RATING, LLC	3238.2	

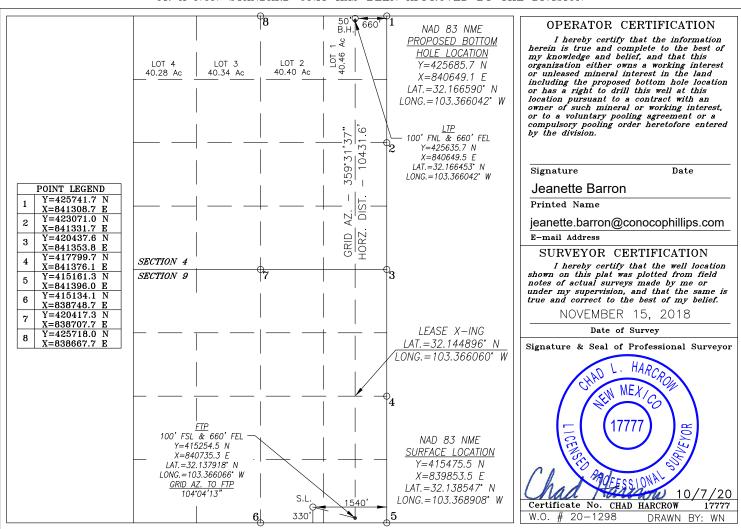
Surface Location

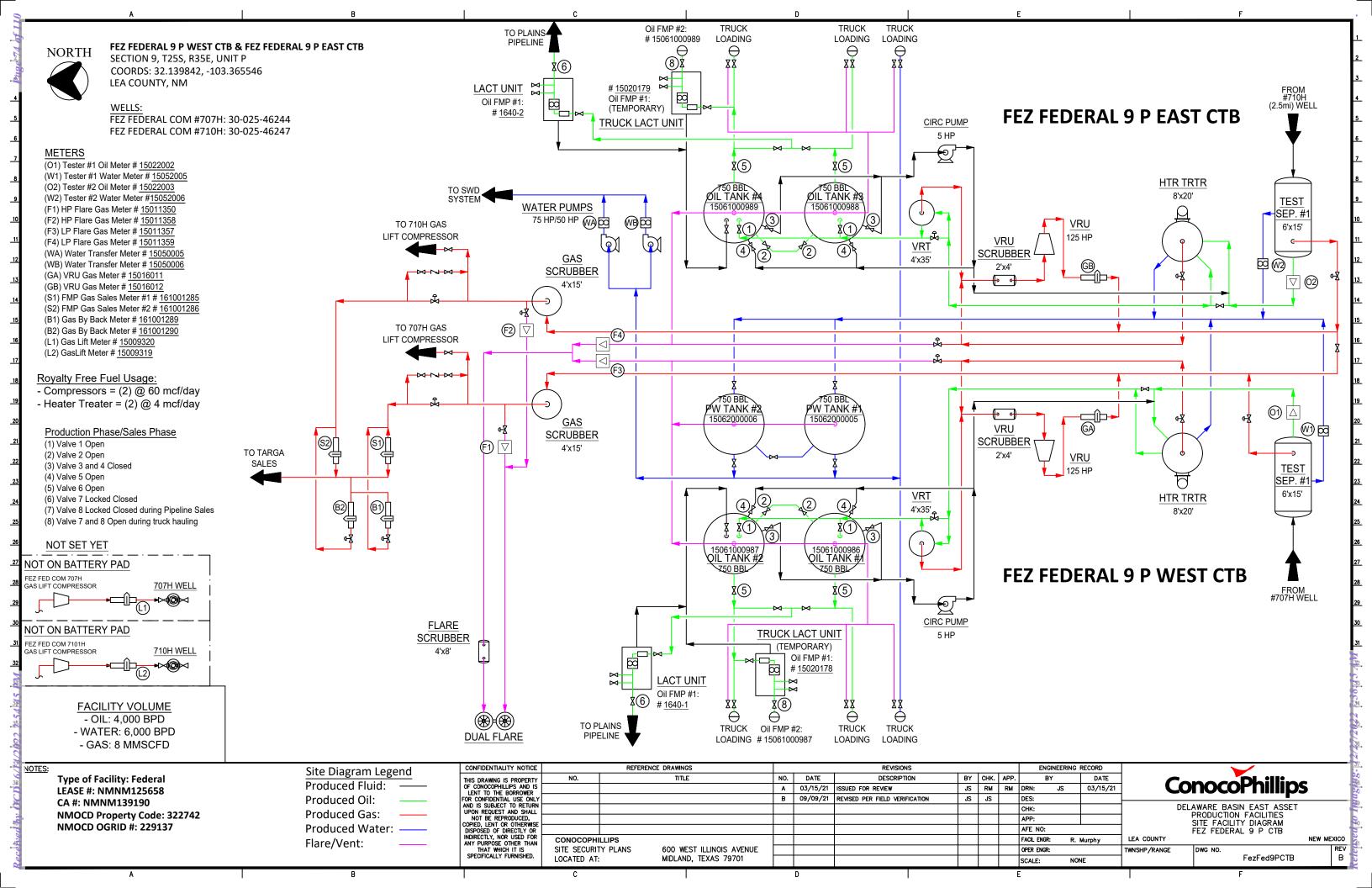
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	9	25-S	35-E		330	SOUTH	1540	EAST	LEA

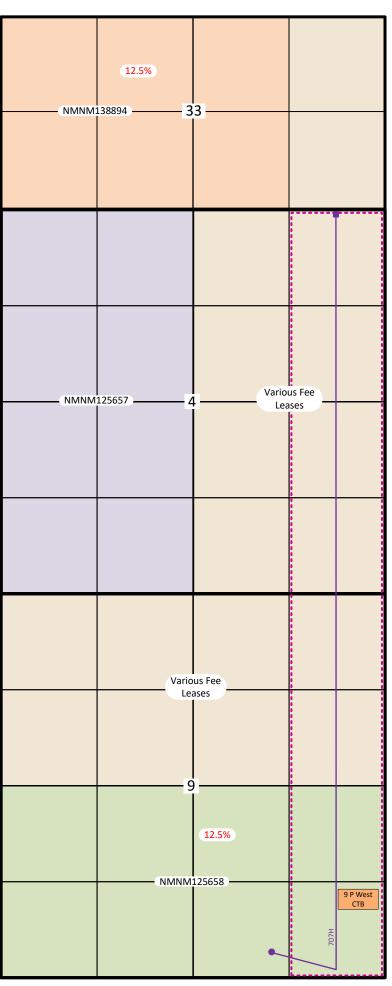
Bottom Hole Location If Different From Surface

UL or lot No.	Section	Townsh	ip	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	4	25-	S	35-E		50	NORTH	660	EAST	LEA
Dedicated Acres Joint or Infill Consolidation Code		Code Or	der No.			•				
641.64										

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION



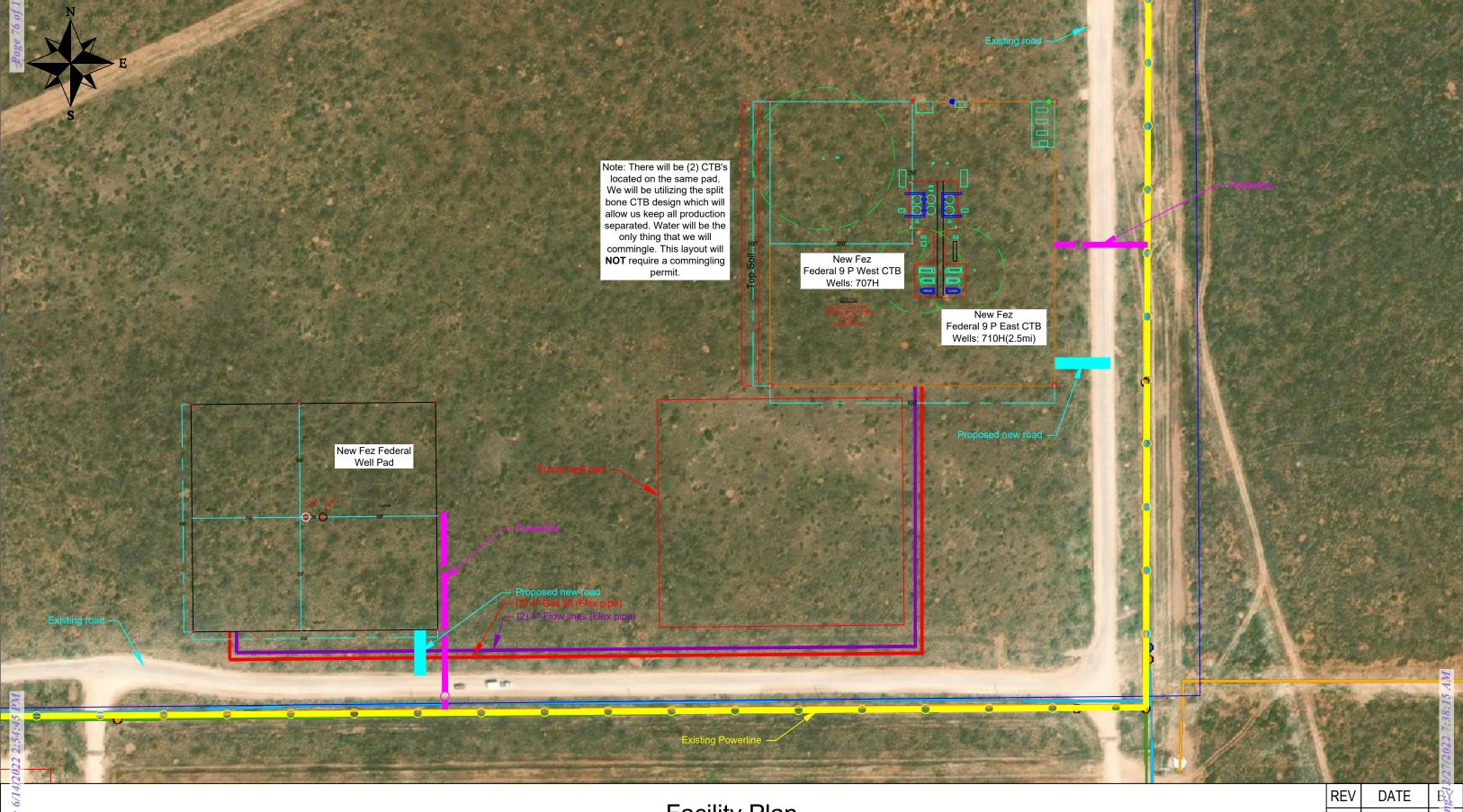




Fez Federal Well

- Wolfbone SHL
- Wolfbone BHL
- Wolfbone CA

Sec. 33-T24S-R35E & Sec. 4, 9-T25S-R35E Lea County, NM

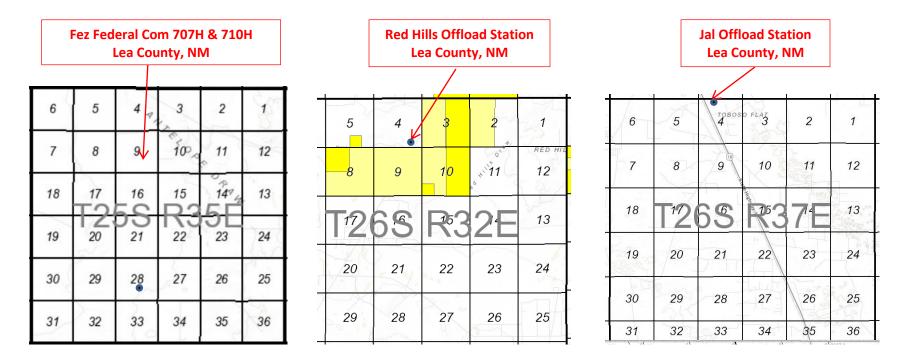




Facility Plan
Fez Federal E/2 Project
Sec 9, T25S, R35E

1 203		2
REV	DATE	BX
Е	03/24/20	ıæsir
В	09/10/20	te dan
С	09/10/20	pesa
D	09/29/20	Rege

Fez Federal Com 707H & 710H & Red Hills and Jal Offload Station Map



	Fez Federal Com 707H & 710H							
Date Sent	Initials	Name	Address	City	State	ZipCode	Certified Return Receipt No.	Delivered
06.14.22	JB	Chief Capital II LLC	8111 Westchester Drive Suite 900	Dallas	TX	75225	7020 1810 0000 1413 2338	
06.14.22	JB	Jetstream New Mexico, LLC	101 Nursey Ln. Ste 312	Fort Worth	TX	76114	7020 1810 0000 1413 2352	
06.14.22	JB	BLM	414 W Taylor	Hobbs	NM	88240	7020 1810 0000 1413 2156	
06.14.22	JB	Energen Resources Corporation	500 W. Texas Ave, #1200	Midland	TX	79701	7020 1810 0000 1413 2369	
06.14.22	JB	MRC Permian Company	One Lincoln Center Plaza Suite 1500	Dallas	TX	75240-1017	7020 1810 0000 1413 2345	
06.14.22	JB	Family Tree Corporation	915 S. Pearl Street	Denvor	со	80209	7020 1810 0000 1413 2376	

Federal Communitization Agreement

Contract No.	
	A TANAN A TANA

THIS AGREEMENT entered into as of the 1st day of October, 2020, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

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

Section 4: Lot 1, SE/4NE/4, E/2SE/4 (aka E/2E/2)

Section 9: E/2E/2

Lea County, New Mexico

Containing <u>320.81</u> acres, and this agreement shall include only the <u>Wolfbone</u> pool underlying said lands and the crude oil and associated natural gas *(or)* oil and gas hereafter referred to as "communitized substances," producible from such pool.

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

- 3. The Operator of the communitized area shall be COG Operating LLC, 600 W. Illinois Ave., Midland, TX, 79701. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.
 - All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same pool as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is October 1, 2020, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

Nondiscrimination. In connection with the performance of work under this agreement, the 15. operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

OPERATOR:

COG OPERATING LLC

Sean Johnson

Attorney-in-fact

ACKNOWLEDGEMENT

STATE OF TEXAS

§ § §

COUNTY OF MIDLAND

This instrument was acknowledged before me on the zoth day of March

Johnson, attorney-in-fact of COG Operating LLC, a Delaware Limited Liability Company, on behalf of same.

Laura A Reyna Notary Public, State of Texas Notary ID 199646-1 My Commission Exp. 02-14-2023

Notary Public in and for the State of Texas My Commission Expires: 2-14-2023

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date:	By:	Sean Johnson Attorney-in-fact
		MARATHON OIL PERMIAN, LLC
Date:	Ву:	Subject to Compulsory Pooling Order R-21618
	Name:	
	Title:	
		CHIEF CAPITAL (O&G) II, LLC
Date:	Ву:	
	Name:	
	Title:	

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

COG OPERATING LLC

By:	
	Sean Johnson Attorney-In-Fact
	MARATHON OIL PERMIAN, LLC
Ву:	
Name:	
Title:	
$\frac{11/3/2.7}{}$ By: Name: Title:	CHIEF CAPITAL (O&G) II, LLC White Dixon Vice Resident
	JETSTREAM NEW MEXICO, LLC
By:	
Name:	
Title:	
Ву:	
	By: Name: Title: 1

ACKNOWLEDGEMENTS

STATE OF TEXAS § §	
COUNTY OF MIDLAND §	
This instrument was acknowledged before me on the Artorney-in-fact of COG Operating LLC, a Delaware Limited	lay of, 201; by Sean Johnson, Liability Company, on behalf of same.
Laura R Reyna Notary Public, State of Texas Notary ID 199645-1 My Commission Exp. 02-14-2023	Notary Public in and for the State of Texas My Commission Expires: 2-14-2023
STATE OF	
COUNTY OF§	
This instrument was acknowledged before me on t	
, as	
Marathon Oil Permian, LLC., a	on behalf of same.
	N. C. D. I. C. and a Chata of
	Notary Public in and for the State of My Commission Expires:
STATE OF	
	the of, 20, by
, as	of
Chief Capital (O&G) II, LLC., a	
	Notary Public in and for the State of My Commission Expires:
•	The second secon
	Notary Public in and for the State of
	My Commission Expires:

ACKNOWLEDGEMENTS

STATE OF TEXAS	Ş		
COUNTY OF MIDLAND	\$ \$		
This instrument was acknowled Attorney-In-Fact of COG Ope	lged before me on the rating LLC, a Delaware Li	day of, 20, by Somitted Liability Company, on behalf of same.	ean Johnson,
STATE OF	8	Notary Public in and for the State of Texas My Commission Expires:	
COUNTY OF			
This instrument was		on the ofs	
Marathon Oil Permian, LLC	., a	, on behalf of same.	
		Notary Public in and for the State of My Commission Expires:	
STATE OF S COUNTY OF Uas	§	on the 3 of November	
This instrument was	acknowledged before me (as Vice Resident	, 20 , by of
Chief Capital (O&G) II, LLC		Notary Public in and for the State of My Commission Expires:	
STATE OF			
COUNTY OF	§		
		on the ofs	
		, on behalf of same.	01
		Notary Public in and for the State of My Commission Expires:	

EXHIBIT "A"

Plat of communitized area covering 320.81 acres in Lot 1, SE/4NE/4, E/2SE/4 of Section 4 and E/2E/2 of Section 9, T25S - R35E, N.M.P.M., Lea County, New Mexico

Communitized depths are hereby limited to the Wolfbone Pool

1		William Commence of the Commen		
Tract 1:			·	
Fee Leases				
			:	
•				
Tract 2:				
Fee Leases				
,		1		
		1		
	Section 4			
	Section 9	2) (1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-		
Tract 3:				
NMNM 125658				
				
		4		
			<u> </u>	
	1			
			No. of the latest states of th	

EXHIBIT "B"

To Communitization Agreement Dated October 1, 2020 embracing the following described land in Lot 1, SE/4NE/4, E/2SE/4 of Section 4 & the E/2E/2 of Section 9, T25S – R35E, N.M.P.M., Lea County, New Mexico Communitized depths are hereby limited to the Wolfbone Pool Operator of Communitized Area: COG Operating LLC

DESCRIPTION OF LEASES COMMITTED

TRACT #1

LEASE 1

 Date:
 July 1, 2014

 Term:
 Six (6) Years

Recorded: Volume 2151, Page 33

Lessor: Robert E. Landreth and wife, Donna P. Landreth

Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers:

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

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC

ORRI Owners: None

100% (Record Title & Operating Rights)

LEASE 2

Date: May 1, 2019
Term: Three (3) Years
Recorded: Volume 2149, Page 81
Lessor: Johnny Joe Crowley
Original Lesser: SVR Oil & Gas LL C

Original Lessee: SVR Oil & Gas, LLC
Current Lessee: COG Operating LLC

Lands: Township 25 South, Range 35 East, N.M.P.M
Insofar and only insofar as said lease covers:

Section 4: Lot 1 (40.81 acres less a 6.588 acre tract of land owned by the New Mexico

Dept. of Transportation more particularly described by warranty deed recorded in Book 1598, Page 438), SE/4NE/4, E/2SE/4

Number of Acres: 160.81

Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: SVR Oil & Gas, LLC

LEASE 3

Date: May 1, 2019
Term: Three (3) Years
Recorded: Volume 2149, Page 80
Lessor: Lynn Masters
Original Lessee: SVR Oil & Gas, LLC

Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers:

Section 4: Lot 1 (40.81 acres less a 6.588 acre tract of land owned by the New Mexico Dept, of Transportation more particularly described by warranty deed recorded in Book

1598, Page 438), SE/4NE/4, E/2SE/4

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: SVR Oil & Gas, LLC

Date: October 1, 2019 Three (3) Years Term: Volume 2162, Page 261 Recorded: Shawn C. Willmon Lessor: Jetstream New Mexico, LLC

Original Lessee: COG Operating LLC Current Lessee:

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

Insofar and only insofar as said lease covers:

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

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: Jetstream New Mexico, LLC 100%

ORRI Owners: None

LEASE 5

October 1, 2019 Date: Three (3) Years Term: Recorded: Volume 2162, Page 260 Lessor: Crystal M. Lucio

Original Lessee: Jetstream New Mexico, LLC

Current Lessee: COG Operating LLC

Township 25 South, Range 35 East, N.M.P.M Lands: Insofar and only insofar as said lease covers:

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

160.81 Number of Acres: 25% Royalty Rate:

WI Owner Names and Interests: Jetstream New Mexico, LLC 100%

ORRI Owners: None

LEASE 6

Date: October 3, 2019 Three (3) Years Term: Volume 2157, Page 994 Recorded: Lessor: Betty McConnell

Original Lessee: Jetstream New Mexico, LLC Chief Capital (O&G) II, LLC Current Lessee:

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

Insofar and only insofar as said lease covers: Section 4: Lot 1 (40.81 acres less a 6.588 acre tract of land owned by the New Mexico

1598, Page 438), SE/4NE/4, E/2SE/4

160.81 Number of Acres: 25% Royalty Rate:

Chief Capital (O&G) II, LLC WI Owner Names and Interests: 100%

ORRI Owners: None

LEASE 7

October 3, 2019 Date: Term: Three (3) Years Volume 2157, Page 995 Recorded: Lessor: David Martinez

Jetstream New Mexico, LLC Original Lessee: Current Lessee: Chief Capital (O&G) II, LLC

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

Insofar and only insofar as said lease covers:

Section 4: Lot 1 (40.81 acres less a 6.588 acre tract of land owned by the New Mexico Dept. of Transportation more particularly described by warranty deed recorded in Book

Dept. of Transportation more particularly described by warranty deed recorded in Book

1598, Page 438), SE/4NE/4, E/2SE/4

160.81 Number of Acres: 25% Royalty Rate:

WI Owner Names and Interests: Chief Capital (O&G) II, LLC 100%

ORRI Owners: None

Date: Term: October 3, 2019 Three (3) Years

Recorded:

Volume 2157, Page 996

Lessor:

John Crowley, Jr.

Original Lessee: Current Lessee: Jetstream New Mexico, LLC Chief Capital (O&G) II, LLC

Lands:

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

Insofar and only insofar as said lease covers:

Section 4: Lot 1 (40.81 acres less a 6.588 acre tract of land owned by the New Mexico Dept. of Transportation more particularly described by warranty deed recorded in Book

1598, Page 438), SE/4NE/4, E/2SE/4

Number of Acres:

160.81 25%

Royalty Rate: WI Owner Names and Interests:

Chief Capital (O&G) II, LLC

100%

ORRI Owners:

None

LEASE 9

Date: Term: September 6, 2016 Three (3) Years

Recorded: Lessor; Volume 2063, Page 39 Wanda J. Ithaca

Original Lessee:

Black Mountain Operating, LLC

Current Lessee: Lands: Marathon Oil Permian, LLC Township 25 South, Range 35 East, N.M.P.M

Insofar and only insofar as said lease covers: Section 4: Lot 1, SE/4NE/4, E/2SE/4

Number of Acres:

160.81

Royalty Rate:

25% Marathon Oil Permian, LLC

100%

WI Owner Names and Interests: ORRI Owners:

None

LEASE 10

Date: Term: September 6, 2016 Three (3) Years

Recorded:

Volume 2072, Page 853

recorded.

Jerald Ray Buntin

Lessor: Original Lessee:

Black Mountain Operating, LLC

Current Lessee:

Marathon Oil Permian, LLC

Lands:

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

Insofar and only insofar as said lease covers:

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

Number of Acres:

160.81 25%

Royalty Rate:

Marathon Oil Permian, LLC

100%

WI Owner Names and Interests: ORRI Owners:

None

LEASE 11

Date: Term: September 13, 2016 Three (3) Years

Recorded:

Volume 2063, Page 22

Lessor:

Linda Kay Buntin Arrington Black Mountain Operating, LLC

Original Lessee: Current Lessee:

Marathon Oil Permian, LLC

Lands:

Township 25 South, Range 35 East, N.M.P.M Insofar and only insofar as said lease covers: Section 4: Lot 1, SE/4NE/4, E/2SE/4

Number of Acres:

160.81

Royalty Rate:

25%

WI Owner Names and Interests:

Marathon Oil Permian, LLC

100%

ORRI Owners:

None

Date: September 9, 2016 Three (3) Years Term: Volume 2063, Page 20 Recorded:

Terri Pool Lessor:

Black Mountain Operating, LLC Original Lessee: Marathon Oil Permian, LLC Current Lessee:

Township 25 South, Range 35 East, N.M.P.M Lands: Insofar and only insofar as said lease covers:

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

Number of Acres: 160.81 Royalty Rate: 25%

Marathon Oil Permian, LLC 100% WI Owner Names and Interests:

ORRI Owners: None

LEASE 13

September 15, 2020 Date: Three (3) Years Term: Volume 2170, Page 818 Recorded: Shamrock Royalty, L.P. Lessor:

COG Operating LLC Original Lessee: COG Operating LLC Current Lessee:

Township 25 South, Range 35 East, N.M.P.M Lands: Insofar and only insofar as said lease covers:

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

160.81 Number of Acres: 25% Royalty Rate:

COG Operating LLC 100% WI Owner Names and Interests:

None ORRI Owners:

LEASE 14

Date: November 1, 2020 Three (3) Years Term:

Volume 2174, Page 88 (Memorandum of Oil & Gas lease) Recorded:

Advent Christian Village, Inc. Lessor: Original Lessee: COG Operating LLC

COG Operating LLC Current Lessee:

Township 25 South, Range 35 East, N.M.P.M Lands: Insofar and only insofar as said lease covers:

Section 4: Lot I, SE/4NE/4, E/2SE/4

160.81 Number of Acres: 25% Royalty Rate:

COG Operating LLC 100% WI Owner Names and Interests:

None ORRI Owners:

LEASE 15

October 1, 2020 Date: Three (3) Years Term:

Recorded: Volume 2175, Page 193 Douglas Clayton Noil, SSP Lessor: COG Operating LLC Original Lessee:

COG Operating LLC Current Lessee:

Lands: Township 25 South, Range 35 East, N.M.P.M. Insofar and only insofar as said lease covers: Section 4: Lot 1, SE/4NE/4, E/2SE/4

160.81 Number of Acres: 25% Royalty Rate:

COG Operating LLC 100% WI Owner Names and Interests:

None ORRI Owners:

December 1, 2020 Date: Term: Three (3) Years Recorded:

Volume 2175, Page 193

Federation for American Immigration Reform Lessor:

Original Lessee: COG Operating LLC COG Operating LLC Current Lessee:

Lands: Township 25 South, Range 35 East, N.M.P.M Insofar and only insofar as said lease covers:

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

Number of Acres: 160.81

Royalty Rate: 25%

COG Operating LLC WI Owner Names and Interests: 100%

ORRI Owners: None

LEASE 17

October 1, 2020 Date: Three (3) Years Term:

Volume 2174, Page 70 (Memorandum of Oil & Gas Lease) Recorded:

Lessor: Jenniafer Walters nee Gower, SSP

COG Operating LLC Original Lessee: COG Operating LLC Current Lessee:

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

Insofar and only insofar as said lease covers: Section 4: Lot 1, SE/4NE/4, E/2SE/4

Number of Acres: 160.81

25% Royalty Rate:

COG Operating LLC 100% WI Owner Names and Interests:

ORRI Owners: None

LEASE 18

October 1, 2020 Date: Term: Three (3) Years

Volume 2174, Page 66 (Memorandum of Oil & Gas Lease) Recorded:

Lessor: Kyle Remington Dennis COG Operating LLC Original Lessee: Current Lessee: COG Operating LLC

Township 25 South, Range 35 East, N.M.P.M Lands: Insofar and only insofar as said lease covers:

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

Number of Acres: 160.81 Royalty Rate: 25%

100% COG Operating LLC WI Owner Names and Interests:

ORRI Owners: None

LEASE 19

October 1, 2020 Date: Three (3) Years Term:

Volume 2173, Page 459 (Memorandum of Oil & Gas Lease) Recorded:

Lessor: Larry Beach COG Operating LLC Original Lessee: COG Operating LLC Current Lessee:

Township 25 South, Range 35 East, N.M.P.M Lands: Insofar and only insofar as said lease covers:

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

160.81 Number of Acres: Royalty Rate: 25%

WI Owner Names and Interests:

COG Operating LLC 100%

ORRI Owners: None

Date: October 1, 2020
Term: Three (3) Years

Recorded: Volume 2174, Page 141 (Memorandum of Oil & Gas Lease)

Lessor: Stephen Charles Dennis, SSP

Lessee: COG Operating LLC Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers:

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

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC

100%

ORRI Owners: None

LEASE 21

Date: January 1, 2021
Term: Three (3) Years

Recorded: Volume 2177, Page 339 (Memorandum of Oil & Gas Lease)

Lessor: William Meadows, SSP
Lessee: COG Operating LLC
Current Lessee: COG Operating LLC

Lands: Cov Operating LDC

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

Insofar and only insofar as said lease covers: Section 4: Lot 1, SE/4NE/4, E/2SE/4

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC

100%

ORRI Owners: None

LEASE 22

Date: October 1, 2020
Term: Three (3) Years

Recorded: Volume 2175, Page 426 (Memorandum of Oil & Gas Lease)

Lessor: Woodrow W. Renwick, SSP
Lessee: COG Operating LLC
Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers: Section 4: Lot 1, SE/4NE/4, /2SE/4

50000 4: Lot 1, 50/4NE/4

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 23

Date: August 1, 2021
Term: Three (3) Years
Recorded: Book 2185, Page 719
Lessor: Aisha Campbell, SSP
Lessee: COG Operating LLC

Current Lessee: COG Operating LLC

Lands: Township 25 South, Range 35 East, N.M.P.M Insofar and only insofar as said lease covers:

Section 4: Lot 1, SE/4NE/4, W2SE/4

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

Date: November 23, 2021 but effective August 1, 2021

Term: Three (3) Years
Recorded: Book 2191, Page 410
Lessor: Arthur E. Thompson, SSP
Lessee: COG Operating LLC

Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers: Section 4: Lot 1, SE/4NE/4, E/2SE/4

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC

100%

ORRI Owners: None

LEASE 25

Date: August 1, 2021
Term: Three (3) Years
Recorded: Book 2185, Page 735

Lessor: Broos Duane Campbell, SSP, but joined pro forma by spouse Julie Palmer

Lessee: COG Operating LLC
Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers: Section 4: Lot 1, SE/4NE/4, E/2SE/4

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 26

Date: August 1, 2021
Term: Three (3) Years
Recorded: Book 2184, Page 648

Lessor: Cameron Clay Campbell, SSP

Lessee: COG Operating LLC Current Lessee: COG Operating LLC

Lands: Township 25 South, Range 35 East, N.M.P.M Insofar and only insofar as said lease covers:

Insofar and only insofar as said lease covers: Section 4: Lot 1, SE/4NE/4, E/2SE/4

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 27

Date: August 1, 2021
Term: Three (3) Years

Recorded: Book 2173, Page 457 (Memorandum pf Oil & Gas Lease)

Lessor: Clayton Roy Willmon, SSP
Lessee: COG Operating LLC
Current Lessee: COG Operating LLC

Lands: Township 25 South, Range 35 East, N.M.P.M.
Insofar and only insofar as said lease covers:

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

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

August 1, 2021 Date: Three (3) Years Term: Recorded: Book 2185, Page 734

Lessor: Frederick W. Campbell-Craven, SSP, but joined pro forma by spouse Katherine A.

Campbell-Craven COG Operating LLC Lessee: COG Operating LLC Current Lessee:

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

Insofar and only insofar as said lease covers:

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

Number of Acres: 160.81 Royalty Rate: 25%

COG Operating LLC WI Owner Names and Interests: 100%

ORRI Owners: None

LEASE 29

November 23, 2021 Date: Term: Three (3) Years Book 2191, Page 464 Recorded: Jane Martinec, SSP Lessor: Lessee: COG Operating LLC

COG Operating LLC Current Lessee:

Township 25 South, Range 35 East, N.M.P.M Lands: Insofar and only insofar as said lease covers: Section 4: Lot 1, SE/4NE/4, E/2SE/4

Number of Acres: 160.81

25% Royalty Rate:

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 30

October 1, 2020 Date: Three (3) Years Term:

Book 2174, Page 739 (Memorandum of Oil & Gas lease) Recorded:

Michael Earl Hale Lessor: COG Operating LLC Lessee: COG Operating LLC Current Lessee:

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

Insofar and only insofar as said lease covers: Section 4: Lot 1, SE/4NE/4, E/2SE/4

Number of Acres: 160.81

Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 31

Date: November 23, 2021 Term: Three (3) Years Book, Page Recorded:

Nancy Thompson Soucy Lessor: COG Operating LLC Lessee: COG Operating LLC Current Lessee:

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

Insofar and only insofar as said lease covers:

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

160.81 Number of Acres: Royalty Rate: 25%

COG Operating LLC 100% WI Owner Names and Interests:

ORRI Owners: None

Date: October 1, 2020
Term: Three (3) Years

Recorded: Book 2173, Page 458 (Memorandum of Oil & Gas Lease)

Lessor: Robert Shannon Gower
Lessee: COG Operating LLC
Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers:

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

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 33

Date: October 30, 2019
Term: Three (3) Years

Recorded: Book 2159, Page 250 (Memorandum of Oil & Gas Lease)
Lessor: Sheila Darlene Jackson, Individually and as Life Tennant

Lessee: COG Operating LLC Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers: Section 4: Lot 1, SE/4NE/4, E/2SE/4

Number of Acres: 160.81 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

LEASE 34

Date: October 1, 2020
Term: Three (3) Years

Recorded: Book 2172, Page 557 (Memorandum of Oil & Gas Lease)

Lessor: Marjorie Ella Chapman, nee Woodard

Lessee: COG Operating LLC
Current Lessee: COG Operating LLC

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

Insofar and only insofar as said lease covers:

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

Fumber of Acres: 160.81

Number of Acres: 160.8 Royalty Rate: 25%

WI Owner Names and Interests: COG Operating LLC 100%

ORRI Owners: None

Parties subject to Compulsory Pooling Order R-21618

Jerry Ron Dennis, separate property
Tina Carol Villines, separate property
Alicia Jo Gower (Coble), separate property
Kristine Vickers, separate property

Kristine Vickers, separate property Connor Gower, separate property Estate of Bill W. Echols, Deceased

Estate of Jeannette Echols Thompson, Deceased, presumably Arthur E. Thompson, Jr.

Estate of Jeannette Echols Thompson, Deceased, presumably Jane Martinec

Estate of Jeannette Echols Thompson, Deceased, presumably Nancy Thompson Soucy

Estate of Diane Russell, Deceased Estate of Patrick Bronson, Deceased

The heirs and/or devisees of Hubert Stockton and Lucille G. Stockton, both deceased

Mozell Tidwell, separate property Rebecca Susan Dean, separate property Sandra Lynn Jones, separate property Shanda Danielle Willmon, separate property Nicholas C. Moran, separate property Katie Marie Moran, separate property

Gloria Bumgarner, separate property (daughter of Constance Vale Tracy)

Susan Grenier, separate property (daughter of Constance Vale Tracy)

Lori Denman, separate property (daughter of Constance Vale Tracy)

Drew Tracy, separate property (son of Constance Vale Tracy)

Earth Justice Legal Defense Fund

Weatherford College Development Foundation Natural Resources Defense Council, Inc.

Amnesty International of USA Inc.

Toward Utility Rate Normalization of Los Angeles

American Diabetes Association Howard Jarvis Tax Association Greenpeace International Inc. Jon C. Beach, separate property Grant S. Pyle, III, separate property Douglas Q. Willmon, separate property

David Clay Willmon, III, separate property (son of D. C. Willmon, Jr.) Richard C. Parish, separate property (son of Geraldine N. Parish)

Gregg M. Parish, separate property (son of Geraldine N. Parish)

Geraldine A. Wallace, a/k/a Geraldine A. Johnston, separate property (daughter of Geraldine N. Parish)

Estate of Gloria L. Blakely, Deceased, presumably Richard S. Blakely Estate of Gloria L. Blakely, Deceased, presumably Robert Jack Blakely Estate of Gloria L. Blakely, Deceased, presumably David Michael Blakely Estate of Gloria L. Blakely, Deceased, presumably Beverly Blakely

Bradford "Rocky" Jones, separate property

Ashley Holt Mitchell, separate property (daughter of Debra Holt)

Tiffany Feet, separate property (daughter of Debra Holt) Tina Martin, separate property (daughter of Debra Holt)

Billy L. Etcheson, separate property Jerry Glenn Ithaca, separate property

The Trustee of the Estie Shelpman Testamentary Trust

TRACT #2

LEASE 35

March 26, 2010 Date: Five (5) Years Term:

Volume 1673, Page 783 Recorded:

Debbie Lynn Stewart Wattier, SSP Lessor:

O'Brien Oil and Gas, Inc., a Texas Corporation Original Lessee:

COG Operating LLC Current Lessee:

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

Insofar and only insofar as said lease covers:

Section 9: E/2NE/4

Number of Acres:

16.66666667% Royalty Rate:

COG Operating LLC 100% WI Owner Names and Interests: Chilmark Properties, LLC

ORRI Owners: CrownRock Minerals, L.P.

McMullen Minerals, LLC Pegasus Resources, LLC

LEASE 36

March 26, 2010 Date: Five (5) Years Term:

Volume 1673, Page 785 Recorded:

Jan Marie Stewart Jones, SSP Lessor:

O'Brien Oil and Gas, Inc., a Texas Corporation Original Lessee:

COG Operating LLC Current Lessee:

Township 25 South, Range 35 East, N.M.P.M. Lands: Insofar and only insofar as said lease covers:

Section 9: E/2NE/4 80

Number of Acres:

16.66666667% Royalty Rate:

COG Operating LLC 100% WI Owner Names and Interests:

Chilmark Properties, LLC ORRI Owners: CrownRock Minerals, L.P.

McMullen Minerals, LLC Pegasus Resources, LLC

TRACT#3

LEASE 37

Date: Term: January 1, 2011 Ten (10) Years

Recorded:

Volume 2110, Page 849

Lessor:

United States of America NMNM 125658

Original Lessee:

Yates Petroleum Corp., ABO Petroleum Corp., MYCO Industries, Inc.

Current Lessee:

COG Operating LLC

Lands:

Township 25 South, Range 35 East, N.M.P.M Insofar and only insofar as said lease covers:

Section 9: E/2SE/4

Number of Acres:

80 12.5%

Royalty Rate:

12.5%

WI Owner Names and Interests:

COG Operating LLC

100%

ORRI Owners:

None

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1 .	160.81	50.1262430%
2	80.00	24.9368785%
3	80.00	24.9368785%
Total	320.81	100.0000000%

Affidavit of Publication

STATE OF NEW MEXIÇO COUNTY OF LEA

I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

> Beginning with the issue dated September 15, 2022 and ending with the issue dated September 15, 2022.

Haulfrasell Publisher

Sworn and subscribed to before me this 15th day of September 2022.

Business Manager

My commission expires January 29, 2023

(Seal)

GUSSIE BLACK Notary Public - State of New Mexico Commission # 1087526 My Comm. Expires Jan 29, 2023

This newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Laws of 1937 and payment of fees for said

LEGAL NOTICE September 15, 2022

COG Operating LLC (COG), 2208 West Main Street, Artesia, New Mexico, 88210, is seeking administrative approval from the New Mexico Oil Conservation Division to commingle the oil and gas production from the Fez Federal Com 707H & 710H wells. Said wells are located in Section 9, Township 25 South, Range 35 East, Lea County, New Mexico. The Central Tank Battery (CTB) where production will be commingled is located in Ut P, Section 9-T25S-R35E, Lea County, New Mexico. In the event oil production at the CTB is over capacity or in the case of battery or pipeline repairs, COG is also seeking administrative approval for off-lease measurement at either the Red Hills Off-load Station in Unit O, Section 4-T26S-R32E or the Jal Off-load Station in Unit D, Section 4-T26S-R37E, Lea County, NM. Any interested party who has an objection to this must give notice in writing to the Oil Conservation Division, 1220 South Saint Francis Street, Santa Fe, New Mexico, 87505, within ten (10) days of this notice. Any interested party with questions or comments may contact Sean Miller (432) 685-4352 sean.miller@conocophillips.com at COG Operating LLC, 600 West Illinois, Midland, Texas 79701.

67116810

00270830

JEANETTE BARRON CONOCO PHILLIPS ACCOUNTS PAYABLE P O BOX 2200 BARTSVILLE, OK 74005-2200

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.	A. Signature A. Signature A. Signature Addressee B. Received by (Printed Name) C. Date of Delivery Control of Contr
BUREAU OF LAND MANAGE 414 WEST TAYLOR HOBBS, NM 88240	
9590 9402 6479 0346 9352 77	☐ Adult Signature ☐ Registered Mail Express®☐ ☐ Registered Mail™☐ ☐ Registered Mail™☐ ☐ Certified Mail®☐ ☐ Certified Mail®☐ ☐ Certified Mail®☐ ☐ Collect on Delivery☐ ☐ Signature Confirmation™☐ ☐ Signature Confirmation ☐ Restricted Delivery ☐ Restricted Delivery ☐ Restricted Delivery
2. Article Number 7 3040 0000 1205 7017 3040 0000 1205	

From: McClure, Dean, EMNRD on behalf of Engineer, OCD, EMNRD

To: <u>Barron, Jeanette</u>

Cc: McClure, Dean, EMNRD; Kautz, Paul, EMNRD; Wrinkle, Justin, EMNRD; Powell, Brandon, EMNRD; lisa@rwbyram.com;

Paradis, Kyle O; Walls, Christopher

Subject:Approved Administrative Order OLM-266Date:Tuesday, December 27, 2022 7:24:05 AM

Attachments: OLM266 Order.pdf

NMOCD has issued Administrative Order OLM-266 which authorizes COG Operating, LLC (229137) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
20 025 46244	E - E - I I C #70711	E/2 E/2	4-25S-35E	00000
30-025-46244	Fez Federal Com #707H	E/2 E/2	9-25S-35E	98098

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

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

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

From: <u>Barron, Jeanette</u>
To: <u>McClure, Dean, EMNRD</u>

Subject: RE: [EXTERNAL] RE: off-lease measurement application OLM-266 **Correction**

Date: Tuesday, December 13, 2022 9:18:08 AM

Attachments: <u>image001.pnq</u>

Hello Dean,

No signature is required. We acquired Jetstream's interest (Assignment recorded Book 2189 / Page 404). This is per land let me know if anything more is needed for this project...thanks!

Thank you,

Jeanette Barron | Regulatory Coordinator, Delaware Basin NM Regulatory | ConocoPhillips

0: 575-748-6974 | **C**: 575-703-7411 | 2208 W. Main Street, Artesia, New Mexico

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From: Barron, Jeanette

Sent: Monday, December 12, 2022 4:25 PM

To: 'McClure, Dean, EMNRD' < Dean.McClure@emnrd.nm.gov>

Subject: RE: [EXTERNAL] RE: off-lease measurement application OLM-266 **Correction**

Hello Dean I will check with the land department tomorrow as they have already left for the day but here is the BLM signature plus the affidavit for the Fed wells.

Thank you,

Jeanette Barron | Regulatory Coordinator, Delaware Basin NM Regulatory | ConocoPhillips O: 575-748-6974 | C: 575-703-7411 | 2208 W. Main Street, Artesia, New Mexico

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From: McClure, Dean, EMNRD < Dean.McClure@emnrd.nm.gov>

Sent: Monday, December 12, 2022 4:06 PM

To: Barron, Jeanette < <u>Jeanette.Barron@conocophillips.com</u>>

Subject: RE: [EXTERNAL] RE: off-lease measurement application OLM-266 **Correction**

Is the CA executed for this spacing unit? I'm not seeing a signature from Jetstream on it or reference to them being CPed.

Additionally please confirm the tracking number for the notice provided to the BLM:

BLM

7020 1810 0000 1413 2156 Unknown

Additionally, it appears that notice provided to Family Tree was returned. Was public notice conducted?

7/28/2022 Family Tree Corporation

7020 1810 0000 1413 2376

Returned

Dean McClure

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

From: Barron, Jeanette < <u>Jeanette.Barron@conocophillips.com</u>>

Sent: Monday, December 12, 2022 3:55 PM

To: McClure, Dean, EMNRD < Dean.McClure@emnrd.nm.gov >

Subject: RE: [EXTERNAL] RE: off-lease measurement application OLM-266 **Correction**

Thanks Dean, I just submitted the Fez Fed Com 710H OLM online!

Thank you,

Jeanette Barron | Regulatory Coordinator, Delaware Basin NM Regulatory | ConocoPhillips

O: 575-748-6974 | **C**: 575-703-7411 | 2208 W. Main Street, Artesia, New Mexico

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From: McClure, Dean, EMNRD < Dean. McClure@emnrd.nm.gov>

Sent: Monday, December 12, 2022 3:16 PM

To: Barron, Jeanette < <u>Jeanette.Barron@conocophillips.com</u>>

Subject: RE: [EXTERNAL] RE: off-lease measurement application OLM-266 **Correction**

On second review, I do see what you mean; I was too hasty and missed that S1 and S2 are indicated as being sales meters rather than only FMP. They do appear to be separate and a commingling permit is not required.

METERS (O1) Tester #1 Oil Meter # 15022002 (W1) Tester #1 Water Meter # 15052005 (O2) Tester #2 Oil Meter # 15022003 (W2) Tester #2 Water Meter #15052006 (F1) HP Flare Gas Meter # 15011350 (F2) HP Flare Gas Meter # 15011358 TC (F3) LP Flare Gas Meter # 15011357 LIFT ((F4) LP Flare Gas Meter # 15011359 (WA) Water Transfer Meter # 15050005 (WB) Water Transfer Meter # 15050006 (GA) VRU Gas Meter # 15016011 (GB) VRU Gas Meter # 15016012 (S1) FMP Gas Sales Meter #1 # 161001285 (S2) FMP Gas Sales Meter #2 # 161001286 (B1) Gas By Back Meter # 161001289 TC (B2) Gas By Back Meter # 161001290 LIFT ((L1) Gas Lift Meter # 15009320 (L2) GasLift Meter # 15009319 Royalty Free Fuel Usage: Compressors = (2) @ 60 mcf/day Heater Treater = (2) @ 4 mcf/day Production Phase/Sales Phase (1) Valve 1 Open TO TARGA (2) Valve 2 Open SALES (3) Valve 3 and 4 Closed (4) Valve 5 Open (5) Valve 6 Open (6) Valve 7 Locked Closed (7) Valve 8 Locked Closed during Pipeline Sales (8) Valve 7 and 8 Open during truck hauling NOT SET YET LUN BATTERY DAD

Dean McClure

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

From: Barron, Jeanette < <u>Jeanette.Barron@conocophillips.com</u>>

Sent: Monday, December 12, 2022 3:06 PM

To: McClure, Dean, EMNRD < Dean.McClure@emnrd.nm.gov >

Subject: RE: [EXTERNAL] RE: off-lease measurement application OLM-266 **Correction**

Hello Dean,

They are not commingling this is basically two CTBs on one pad, they each have their own train. If you take a look at the SFD it should be clear about them each having their own train. Let me know if you think differently...thanks

Thank you,

Jeanette Barron | Regulatory Coordinator, Delaware Basin NM Regulatory | ConocoPhillips

O: 575-748-6974 | **C**: 575-703-7411 | 2208 W. Main Street, Artesia, New Mexico

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From: McClure, Dean, EMNRD < Dean.McClure@emnrd.nm.gov>

Sent: Monday, December 12, 2022 3:02 PM

To: Barron, Jeanette < <u>Jeanette.Barron@conocophillips.com</u>>

Subject: RE: [EXTERNAL] RE: off-lease measurement application OLM-266 **Correction**

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Jeanette,

Removing the 710H from this application will work.

Please note that the gas will need a commingling permit though.

Dean McClure

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

From: Barron, Jeanette < <u>Jeanette.Barron@conocophillips.com</u>>

Sent: Monday, December 12, 2022 2:39 PM

To: McClure, Dean, EMNRD < Dean.McClure@emnrd.nm.gov >

Subject: [EXTERNAL] RE: off-lease measurement application OLM-266 **Correction**

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Hello Dean,

I totally understand what you are saying, please see attached 707H OLM application, I will submit the 710H OLM application separately on another transaction...thanks

Thank you,

Jeanette Barron | Regulatory Coordinator, Delaware Basin NM Regulatory | ConocoPhillips

O: 575-748-6974 | C: 575-703-7411 | 2208 W. Main Street, Artesia, New Mexico

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From: McClure, Dean, EMNRD < Dean.McClure@emnrd.nm.gov>

Sent: Wednesday, November 30, 2022 9:10 AM

To: Barron, Jeanette < <u>Jeanette.Barron@conocophillips.com</u>>

Subject: off-lease measurement application OLM-266

Ms. Barron,

I am reviewing off-lease measurement application OLM-266 which involves the off lease measurement of production at the Fez Federal 9 P West CTB and is operated by COG Operating, LLC (229137).

As submitted this project appears to be a commingling project rather than a common source of production being off-lease measured. Please note that each CA is considered its own "lease" for purposes of commingling and confirm COG's intent for this project.

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

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

APPLICATION FOR OFF-LEASE MEASUREMENT SUBMITTED BY COG OPERATING, LLC

ORDER NO. OLM-266

ORDER

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

FINDINGS OF FACT

- 1. COG Operating, LLC ("Applicant") submitted a complete application to off-lease measure the oil production ("Application") from the wells, pool, and lease identified in Exhibit A.
- 2. Applicant provided notice of the Application to all persons owning a working interest in the oil production to be off-lease measured in accordance with 19.15.23.9(A)(5) NMAC, and those persons either submitted a written waiver or did not file an objection to the Application.
- 3. Applicant provided notice of the Application to the Bureau of Land Management or New Mexico State Land Office, as applicable.

CONCLUSIONS OF LAW

- 4. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, and 19.15.23 NMAC.
- 5. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9(A)(5) NMAC.
- 6. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

ORDER

- 1. Applicant is authorized to store and measure oil production off-lease from the pools, leases, and wells identified in Exhibit A at a central tank battery described in Exhibit A.
- 2. The oil production from the wells identified in Exhibit A shall be physically separated from the oil production from other wells and no commingling of production from different leases shall occur in accordance with 19.15.23.9(A)(3) NMAC and 19.15.23.9(A)(4) NMAC, except as otherwise provided in order(s) issued by OCD.
- 3. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15 NMAC or 19.15.23.8 NMAC.

Order No. OLM-266 Page 1 of 2

- 4. Applicant shall calibrate the meters used to measure or allocate oil production in accordance with 19.15.12.10(C)(2) NMAC.
- 5. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

STATE OF NEW MEXICO OIL CONSERVATION DIVISION

and	DATE: 12/23/2022
ADRIENNE E. SANDOVAL	

Order No. OLM-266 Page 2 of 2

State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit A

Order: OLM-266

Operator: COG Operating, LLC (229137)

Central Tank Battery: Fez Federal 9 P West Central Tank Battery

Central Tank Battery Location: UL P, Section 9, Township 25 South, Range 35 East

Central Tank Battery: Red Hills Offload Station

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

Central Tank Battery: Jal Offload Station

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

Gas Title Transfer Meter Location:

Pools

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

Leases as defined in 19.15.12.7(C) NMAC

 Lease
 UL or Q/Q
 S-T-R

 CA Wolfbone NMNM 105760661
 E/2 E/2
 4-25S-35E

 E/2 E/2
 9-25S-35E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-46244	Fez Federal Com #707H	E/2 E/2	4-25S-35E	98098
30-025-40244		E/2 E/2	9-25S-35E	90090

District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720

District II 811 S. First St., Artesia, NM 88210 Phone:(575) 748-1283 Fax:(575) 748-9720

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

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

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

CONDITIONS

Action 117009

CONDITIONS

Operator:	OGRID:
COG OPERATING LLC	229137
600 W Illinois Ave	Action Number:
Midland, TX 79701	117009
	Action Type:
	[C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.	12/27/2022