



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

September 6, 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 – Oil Only

Dear Mr. McClure,

COG Operating LLC respectfully requests approval for off-lease measurement – Oil only for the following wells:

Green Beret Federal Com 701H
API# 30-025-47821
WC-025G-08 S2535340; Bone Spring
Ut. A, Sec.20-T25S-R35E
Lea County, NM

Green Beret Federal Com 801H
API# 30-025-47823
WC-025G-08 S2535340; Bone Spring
Ut. B, Sec.20-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 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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ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

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



ADMINISTRATIVE APPLICATION CHECKLIST

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

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

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

- 1) **TYPE OF APPLICATION:** Check those which apply for [A]
 A. Location – Spacing Unit – Simultaneous Dedication
 NSL NSP (PROJECT AREA) NSP (PRORATION UNIT) SD
- B. Check one only for [I] or [II]
 [I] Commingling – Storage – Measurement
 DHC CTB PLC PC OLS OLM
 [II] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery
 WFX PMX SWD IPI EOR PPR

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

<u>FOR OCD ONLY</u>	
<input type="checkbox"/>	Notice Complete
<input type="checkbox"/>	Application Content Complete

3) **CERTIFICATION:** I hereby certify that the information submitted with this application for administrative approval is **accurate** and **complete** to the best of my knowledge. I also understand that **no action** will be taken on this application until the required information and notifications are submitted to the Division.

Note: Statement must be completed by an individual with managerial and/or supervisory capacity.

 Print or Type Name

03.20.25

 Date

Jeanette Barron

 Signature

 Phone Number

 e-mail Address

District I
1625 N. French Drive, Hobbs, NM 88240
District II
811 S. First St., Artesia, NM 88210
District III
1000 Rio Brazos Road, Aztec, NM 87410
District IV
1220 S. St Francis Dr, Santa Fe, NM
87505

State of New Mexico
Energy, Minerals and Natural Resources Department
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.

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: COG Operating LLC
OPERATOR ADDRESS: 2208 W Main Street, Artesia, New Mexico 88210
APPLICATION TYPE:

Pool Commingling Lease Commingling Pool and Lease Commingling Off-Lease Storage and Measurement (Only if not Surface Commingled)

LEASE TYPE: Fee State Federal

Is this an Amendment to existing Order? Yes No If "Yes", please include the appropriate Order No.
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling
Yes No

(A) POOL COMMINGLING
Please attach sheets with the following information

Table with 6 columns: (1) Pool Names and Codes, Gravities / BTU of Non-Commingled Production, Calculated Gravities / BTU of Commingled Production, Calculated Value of Commingled Production, Volumes

(2) Are any wells producing at top allowables? Yes No
(3) Has all interest owners been notified by certified mail of the proposed commingling? Yes No.
(4) Measurement type: Metering Other (Specify)
(5) Will commingling decrease the value of production? Yes No If "yes", describe why commingling should be approved

(B) LEASE COMMINGLING
Please attach sheets with the following information

(1) Pool Name and Code.
(2) Is all production from same source of supply? Yes No
(3) Has all interest owners been notified by certified mail of the proposed commingling? Yes No
(4) Measurement type: Metering Other (Specify)

(C) POOL and LEASE COMMINGLING
Please attach sheets with the following information

(1) Complete Sections A and E.

(D) OFF-LEASE STORAGE and MEASUREMENT
Please attached sheets with the following information

(1) Is all production from same source of supply? Yes No
(2) Include proof of notice to all interest owners.

(E) ADDITIONAL INFORMATION (for all application types)
Please attach sheets with the following information

(1) A schematic diagram of facility, including legal location.
(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.
(3) Lease Names, Lease and Well Numbers, and API Numbers.

I hereby certify that the information above is true and complete to the best of my knowledge and belief.

SIGNATURE: Jeanette Barron TITLE: Regulatory Coordinator DATE: 03.20.25

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

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

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-47821	Pool Code 97088	Pool Name WC-025 G-08 S2535340; Bone Spring
Property Code 329742	Property Name GREEN BERET FEDERAL COM	
OGRID No. 229137	Operator Name COG OPERATING, LLC	
		Well Number 701H
		Elevation 3255.4'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	20	25-S	35-E		370	NORTH	790	EAST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
G	29	25-S	35-E		2590	NORTH	1980	EAST	LEA

Dedicated Acres 480	Joint or Infill	Consolidation Code	Order No.
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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

NAD 83 NME
SURFACE LOCATION
Y=409454.4 N
X=835367.1 E
LAT.=32.122107° N
LONG.=103.383572° W

POINT LEGEND	
1	Y=409813.8 N X=833511.7 E
2	Y=404531.4 N X=833559.7 E
3	Y=401910.4 N X=836227.2 E
4	Y=404549.9 N X=836202.0 E
5	Y=407189.2 N X=836178.2 E
6	Y=409828.9 N X=836153.7 E

NAD 83 NME
PROPOSED BOTTOM
HOLE LOCATION
Y=401946.1 N
X=834246.8 E
LAT.=32.101497° N
LONG.=103.387404° W

The diagram shows a grid with Section 20 and Section 29. A surface location (S.L.) is marked at 370' from the north line and 790' from the east line. A bottom hole location (B.H.) is marked at 2590' from the north line and 1980' from the east line. Three lease areas are shown: LEASE X-ING (LAT.=32.119500° N, LONG.=103.387414° W), LEASE X-ING (LAT.=32.115872° N, LONG.=103.387412° W), and LEASE X-ING (LAT.=32.108616° N, LONG.=103.387408° W). A grid azimuth (GRID AZ.) of 282°26'45" is noted. A bearing of 179°28'05" and a distance of 7771.8' are also indicated.

OPERATOR CERTIFICATION

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.

Jeanette Barron 03.20.25
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.

JANUARY 22, 2020
Date of Survey

Signature & Seal of Professional Surveyor

Chad Harcrow 9/11/20
Certificate No. CHAD HARCROW 17777
W.O. # 20-1198 DRAWN BY: WN

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

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1000 RIO BRAZOS RD., AZTEC, NM 87410
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1220 S. ST. FRANCIS DR., SANTA FE, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-47823	Pool Code 97088	Pool Name WC-025 G-08 S2535340; Bone Spring
Property Code 329742	Property Name GREEN BERET FEDERAL COM	Well Number 801H
OGRID No. 229137	Operator Name COG OPERATING, LLC	Elevation 3281.5'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	20	25-S	35-E		465	NORTH	2065	EAST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
G	29	25-S	35-E		2590	NORTH	1485	EAST	LEA

Dedicated Acres 480	Joint or Infill	Consolidation Code	Order No.
------------------------	-----------------	--------------------	-----------

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

NAD 83 NME
SURFACE LOCATION
Y=409352.1 N
X=834093.0 E
LAT.=32.121856° N
LONG.=103.387690° W

POINT LEGEND	
1	Y=409813.8 N X=833511.7 E
2	Y=404531.4 N X=833559.7 E
3	Y=401910.4 N X=836227.2 E
4	Y=404549.9 N X=836202.0 E
5	Y=407189.2 N X=836178.2 E
6	Y=409828.9 N X=836153.7 E

NAD 83 NME
PROPOSED BOTTOM
HOLE LOCATION
Y=401949.6 N
X=834741.7 E
LAT.=32.101494° N
LONG.=103.385805° W

FTP
100' FNL & 1485' FEL
Y=409720.4 N
X=834669.6 E
LAT.=32.122855° N
LONG.=103.385818° W
GRID AZ. TO FTP
57°25'53"

S.L.

LEASE X-ING
LAT.=32.119497° N
LONG.=103.385816° W

LEASE X-ING
LAT.=32.115869° N
LONG.=103.385814° W

SECTION 20
SECTION 29

LTP
2540' FNL & 1485' FEL
Y=401999.6 N
X=834741.3 E
LAT.=32.101632° N
LONG.=103.385805° W

GRID AZ. = 179°28'05"
HORIZ. DIST. = 777'1.1"

B.H.

OPERATOR CERTIFICATION

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.

Stan Wagner 11-8-21
Signature Date

Stan Wagner
Printed Name

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.

JANUARY 22, 2020
Date of Survey

Signature & Seal of Professional Surveyor

Chad Harcrow 10/26/20
Certificate No. CHAD HARCROW 17777
W.O. # 20-1384 DRAWN BY: WN

Form 3160-5
(June 2019)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB No. 1004-0137
Expires: October 31, 2021

SUNDRY NOTICES AND REPORTS ON WELLS
Do not use this form for proposals to drill or to re-enter an abandoned well. Use Form 3160-3 (APD) for such proposals.

SUBMIT IN TRIPLICATE - Other instructions on page 2		5. Lease Serial No.
1. Type of Well <input type="checkbox"/> Oil Well <input type="checkbox"/> Gas Well <input type="checkbox"/> Other		6. If Indian, Allottee or Tribe Name
2. Name of Operator		7. If Unit of CA/Agreement, Name and/or No.
3a. Address	3b. Phone No. (include area code)	8. Well Name and No.
4. Location of Well (Footage, Sec., T.,R.,M., or Survey Description)		9. API Well No.
		10. Field and Pool or Exploratory Area
		11. Country or Parish, State

12. CHECK THE APPROPRIATE BOX(ES) TO INDICATE NATURE OF NOTICE, REPORT OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION			
<input type="checkbox"/> Notice of Intent	<input type="checkbox"/> Acidize	<input type="checkbox"/> Deepen	<input type="checkbox"/> Production (Start/Resume)	<input type="checkbox"/> Water Shut-Off
<input type="checkbox"/> Subsequent Report	<input type="checkbox"/> Alter Casing	<input type="checkbox"/> Hydraulic Fracturing	<input type="checkbox"/> Reclamation	<input type="checkbox"/> Well Integrity
<input type="checkbox"/> Final Abandonment Notice	<input type="checkbox"/> Casing Repair	<input type="checkbox"/> New Construction	<input type="checkbox"/> Recomplete	<input type="checkbox"/> Other
	<input type="checkbox"/> Change Plans	<input type="checkbox"/> Plug and Abandon	<input type="checkbox"/> Temporarily Abandon	
	<input type="checkbox"/> Convert to Injection	<input type="checkbox"/> Plug Back	<input type="checkbox"/> Water Disposal	

13. Describe Proposed or Completed Operation: Clearly state all pertinent details, including estimated starting date of any proposed work and approximate duration thereof. If the proposal is to deepen directionally or recomplete horizontally, give subsurface locations and measured and true vertical depths of all pertinent markers and zones. Attach the Bond under which the work will be performed or provide the Bond No. on file with BLM/BIA. Required subsequent reports must be filed within 30 days following completion of the involved operations. If the operation results in a multiple completion or recompletion in a new interval, a Form 3160-4 must be filed once testing has been completed. Final Abandonment Notices must be filed only after all requirements, including reclamation, have been completed and the operator has determined that the site is ready for final inspection.)

14. I hereby certify that the foregoing is true and correct. Name (Printed/Typed)	
Signature	Title
	Date

THE SPACE FOR FEDERAL OR STATE OFFICE USE

Approved by		
Conditions of approval, if any, are attached. Approval of this notice does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.	Title	Date
	Office	

Title 18 U.S.C Section 1001 and Title 43 U.S.C Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

(Instructions on page 2)

Additional Information

Location of Well

0. SHL: NWNE / 465 FNL / 2065 FEL / TWSP: 25S / RANGE: 35E / SECTION: 20 / LAT: 32.121856 / LONG: -103.38769 (TVD: 0 feet, MD: 0 feet)

PPP: NWNE / 100 FNL / 1760 FEL / TWSP: 25S / RANGE: 35E / SECTION: 20 / LAT: 32.122857 / LONG: -103.386706 (TVD: 12737 feet, MD: 12800 feet)

PPP: SWNE / 1321 FNL / 1760 FEL / TWSP: 25S / RANGE: 35E / SECTION: 20 / LAT: 32.119498 / LONG: -103.386704 (TVD: 12868 feet, MD: 14021 feet)

BHL: SWNE / 2590 FNL / 1760 FEL / TWSP: 25S / RANGE: 35E / SECTION: 29 / LAT: 32.101496 / LONG: -103.386693 (TVD: 12903 feet, MD: 20498 feet)

CONFIDENTIAL



GREEN BERET FEDERAL 20 A CTB
SECTION 20, T25S, R35E, UNIT A
COORDS: 32.121007, -103.383572
LEA COUNTY, NM

WELLS:
GREEN BERET FEDERAL COM #701H: 30-025-47821
GREEN BERET FEDERAL COM #801H: 30-025-47823

Royalty Free Fuel Usage:
- Compressors = (0) @ 30 mcf/day
- Heater Treater = (1) @ 2 mcf/day

METERS

(O1) Tester #1 Oil Meter # 15022001
(W1) Tester #1 Water Meter # 15052001
(CM) Gas Check Meter # 15087168
(O2) Tester #2 Oil Meter # _____
(W2) Tester #2 Water Meter # _____
(G2) Tester #2 Gas Meter # _____

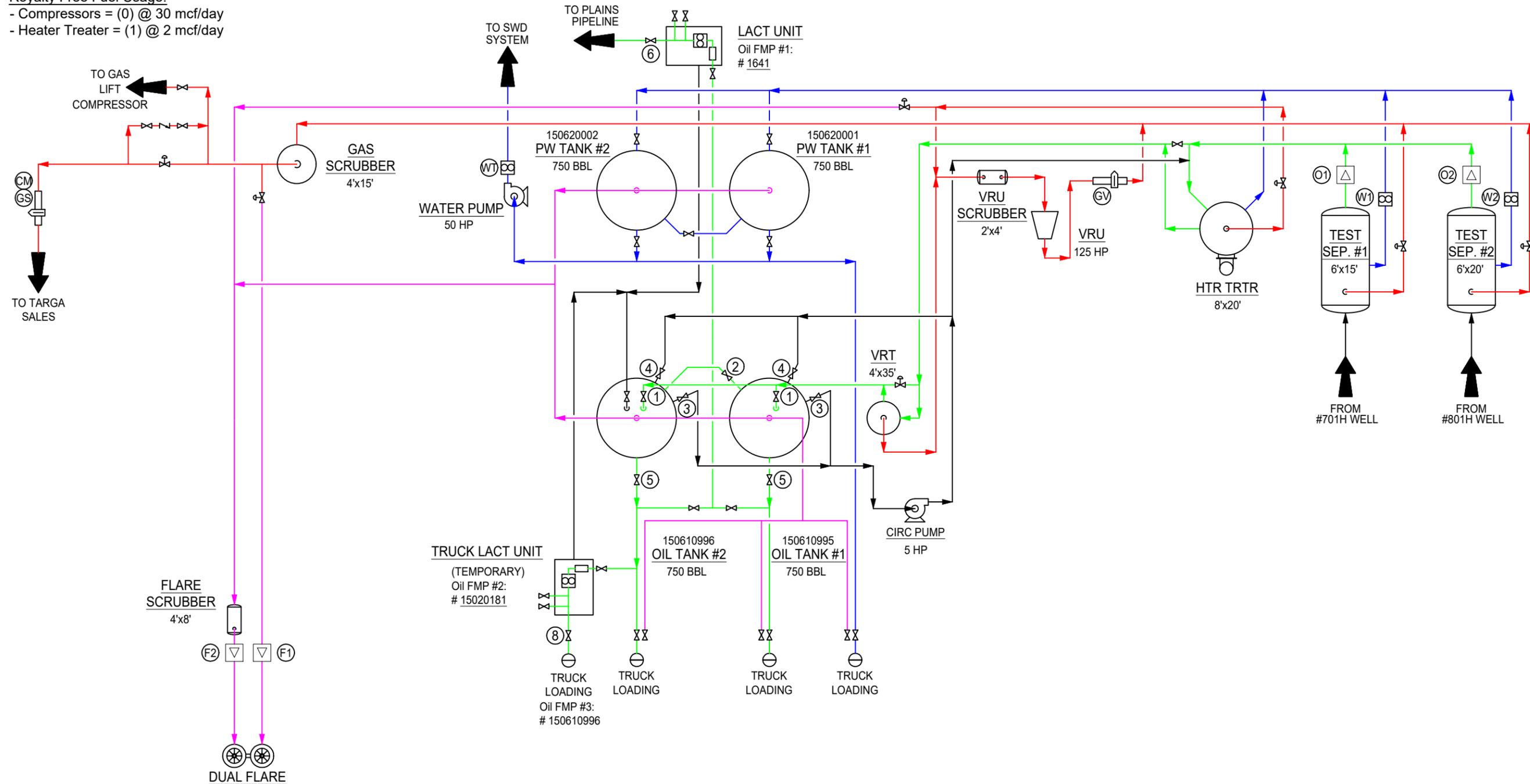
METERS

(F1) HP Flare Gas Meter # 15011352
(F2) LP Flare Gas Meter # 15011353
(W4) Water Transfer Meter # 15050003
(GV) VRU Gas Meter # 15016010
(GS) FMP Gas Sales Meter #1 # 161001295
(BB) Gas By Back Meter # Not Set Waiting for Purchaser

Production Phase/Sales Phase

- (1) Valve 1 Open
- (2) Valve 2 Open
- (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

FACILITY VOLUME
- OIL: 2,000 BPD
- WATER: 4,000 BPD
- GAS: 3 MMSCFD



NOTES:

Type of Facility: Federal
Lease #: NMNM132951
CA #: In Progress
NMOCD Property Code: 329742
NMOCD OGRID #: 229137

Site Diagram Legend

- Produced Fluid: _____
- Produced Oil: _____
- Produced Gas: _____
- Produced Water: _____
- Flare/Vent: _____

CONFIDENTIALITY NOTICE

THIS DRAWING IS PROPERTY OF COG OPERATING LLC AND IS LENT TO THE BORROWER FOR CONFIDENTIAL USE ONLY AND IS SUBJECT TO RETURN UPON REQUEST AND SHALL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN THAT WHICH IT IS SPECIFICALLY FURNISHED.

REFERENCE DRAWINGS

NO.	TITLE
1	COG OPERATING LLC SITE SECURITY PLANS LOCATED AT:
2	ONE CONCHO CENTER 600 WEST ILLINOIS AVENUE MIDLAND, TEXAS 79701

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHK.	APP.
A	11/16/20	ISSUED FOR REVIEW	JS	RM	RM
B	08/19/21	REVISED PER FIELD VERIFICATION	JS	JS	DES:
C	09/09/21	REVISED PER TARGA SALES METER #	JS	JS	CHK:
D	01/25/22	REVISED PER UPGRADE	JS	RM	APP:

ENGINEERING RECORD

BY	DATE
JS	11/16/20
DES:	
CHK:	
APP:	
AFE NO:	
FACIL ENGR:	R. Murphy
OPER ENGR:	
SCALE:	NONE

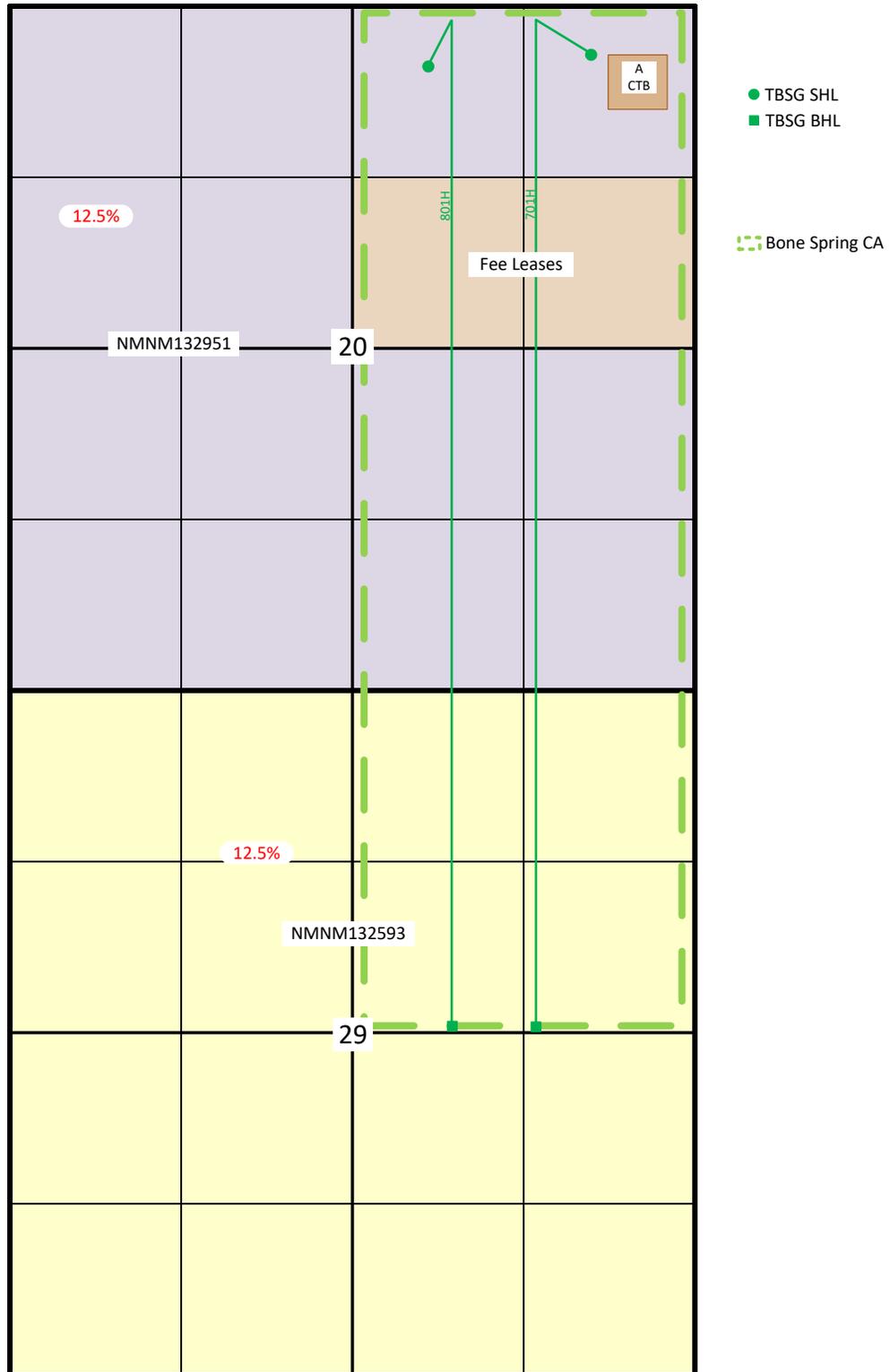


DELAWARE EAST BASIN ASSET
PRODUCTION FACILITIES
SITE FACILITY DIAGRAM
GREEN BERET FEDERAL 20 A CTB

LEA COUNTY	NEW MEXICO
TWNSHP/RANGE	DWG NO. GreenBeretFed20ACTB
REV D	

DW - 12/09/19
JB - 08.05.21

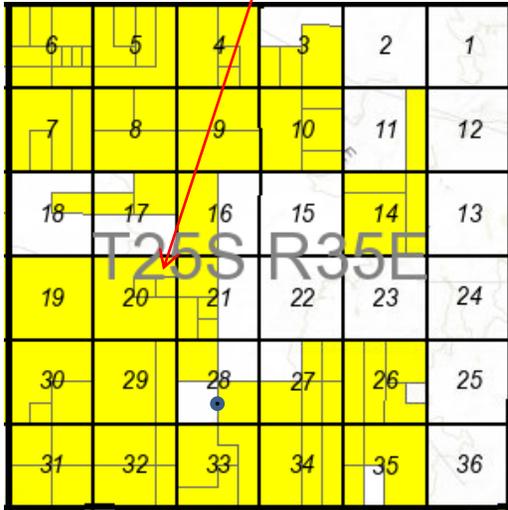
Green Beret Federal Com Wells



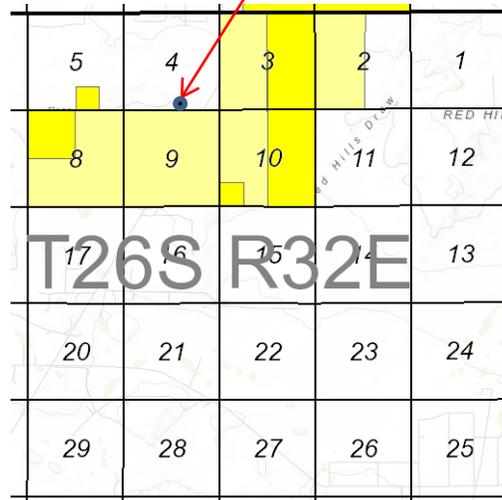
Sec. 20, 29-T25S-R35E
Lea County, NM

Green Beret Federal Com 701H & 801H & Red Hills and Jal Offload Station Map

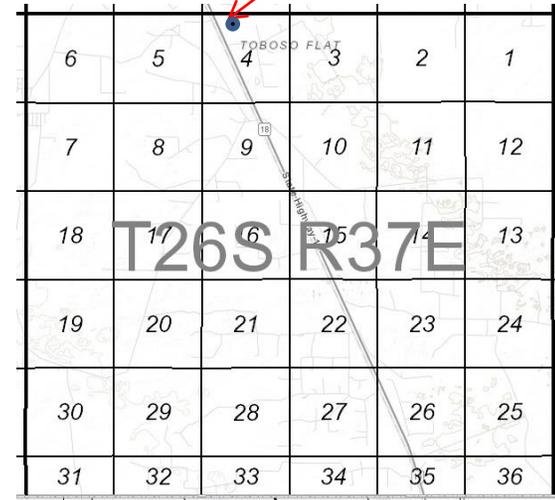
Green Beret Fed Com 701H & 801H
Lea County, NM



Red Hills Offload Station
Lea County, NM



Jal Offload Station
Lea County, NM



Green Beret Fed Com 701H & 801								
Date Sent	Initials	Name	Address	City	State	ZipCode	Certified Return Receipt No.	Delivered
09.06.22	JB	United Exploration LLC	320 S Oak Street, #216	Roanoke	TX	76262	7020 1810 0000 1413 2475	
09.06.22	JB	Beverly Jean Renfro Barr, Trustee	8027 Chalk Knoll Drive	Austin	TX	78735	7020 1810 0000 1413 2482	
09.06.22	JB	BLM	414 West Taylor	Hobbs	NM	88240	7020 1810 0000 1413 2499	

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st of January, 2022, 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 20: E2

Section 29: NE4

Lea County, New Mexico

Containing **480.0** acres, more or less, and this agreement shall include only the **Bone Spring** formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

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

3. The Operator of the communitized area shall be **COG Operating LLC**, 600 W. Illinois Avenue, 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 formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **January 1, 2022**, 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.

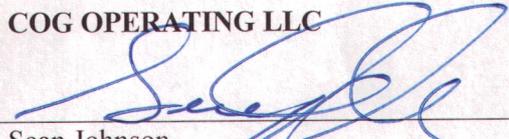
- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or 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 LLC

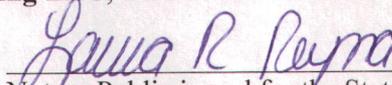
Date: 7/28/22 By:


 Sean Johnson
 Attorney-in-fact *gnw ms*

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 28th day of July, 2022, by Sean Johnson, attorney-in-fact of **COG Operating LLC**, a Delaware Limited Liability Company, on behalf of same.

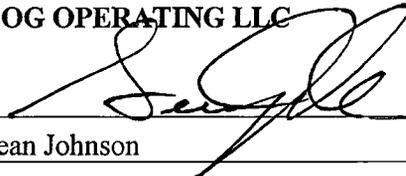

 Notary Public in and for the State of Texas
 My Commission expires: 2-14-2023



WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date: 7/28/22

COG OPERATING LLC

By: 

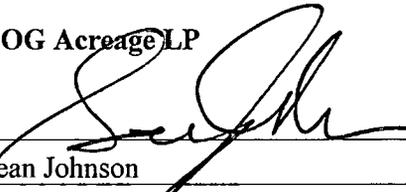
Sean Johnson

Attorney-in-fact

*see
1/8*

Date: 7/28/22

COG Acreage LP

By: 

Name: Sean Johnson

Title: Attorney-in-fact

*see
1/8*

United Exploration, LLC

Date: _____

By: _____

Name: _____

Title: _____

Beverly Jean Renfro Barr, Trustee

Date: _____

By: _____

Name: _____

Title: _____

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

COG OPERATING LLC

Date: _____

By: _____

Sean Johnson

Attorney-in-fact

COG Acreage LP

Date: _____

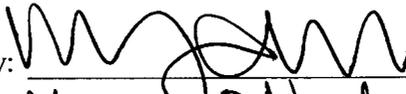
By: _____

Name: Sean Johnson

Title: Attorney-in-fact

United Exploration, LLC

Date: 08/22/2022

By: 

Name: Morgan D. Neal

Title: Manager

Beverly Jean Renfro Barr, Trustee

Date: _____

By: _____

Name: _____

Title: _____

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

COG OPERATING LLC

Date: _____

By: _____

Sean Johnson

Attorney-in-fact

COG Acreage LP

Date: _____

By: _____

Name: Sean Johnson

Title: Attorney-in-fact

United Exploration, LLC

Date: _____

By: _____

Name: _____

Title: _____

Beverly Jean Renfro Barr, Trustee

Date: 8-19-22

By: Richard K. Barr Family Trust

Name: Beverly J. Barr

Title: Trustee

STATE OF TEXAS §

COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 28th day of July, 2022, by Sean Johnson, attorney-in-fact of **COG Operating LLC**, a Delaware limited liability company, on behalf of same.



Laura R Reyna
Notary Public in and for the State of Texas
My Commission expires: 2-14-2023

STATE OF TEXAS §

COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 28th day of July, 2022, by Sean Johnson, attorney-in-fact of **COG Acreage LP**, a Texas limited partnership, on behalf of same.



Laura R Reyna
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 _____ day of _____, 20____, by _____, as _____, of **United Exploration, LLC**, 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 on the _____ day of _____, 20____, by _____, as _____, of _____, on behalf of same.

Notary Public in and for the State of _____
My Commission expires: _____

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the ___ day of _____, 202___, by Sean Johnson, attorney-in-fact of **COG Operating LLC**, a Delaware limited liability company, on behalf of same.

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

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the ___ day of _____, 20___, by Sean Johnson, attorney-in-fact of **COG Acreage LP**, a Texas limited partnership, on behalf of same.

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

STATE OF Texas §
COUNTY OF Denton §

This instrument was acknowledged before me on the 22 day of August, 2022 by Morgan O'Neal, as Manager, of **United Exploration, LLC**, a Corporation, on behalf of same.

Hannah Moselle Lee

Notary Public in and for the State of Texas
My Commission expires: 10-30-2022



STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___, by _____, as _____, of _____, on behalf of same.

Notary Public in and for the State of _____
My Commission expires: _____

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the _____ day of _____, 202____, by Sean Johnson, attorney-in-fact of **COG Operating LLC**, a Delaware limited liability company, on behalf of same.

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

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the _____ day of _____, 20____, by Sean Johnson, attorney-in-fact of **COG Acreage LP**, a Texas limited partnership, on behalf of same.

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 _____ day of _____, 20____, by _____, as _____, of **United Exploration, LLC**, a _____, on behalf of same.

Notary Public in and for the State of _____
My Commission expires: _____

STATE OF Texas §
§
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 19th day of August, 2022 by Beverly J Barr, as Trustee, of Richard K Barr Family Trust, on behalf of same.

[Signature]
Notary Public in and for the State of Texas
My Commission expires: 2/15/2026

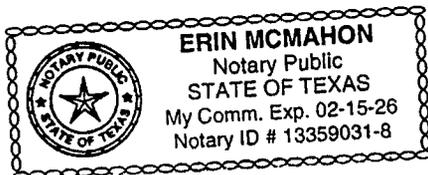


EXHIBIT "A"

Plat of communitized area covering 480.00 acres in the E2 of Section 20 and NE4 of Section 29,
Township 25 South - Range 35 East, N.M.P.M.
Lea County, New Mexico

GREEN BERET FEDERAL COM
Bone Spring Formation

Tract 1:
NMNM 132951



Tract 2:
Fee Leases



Tract 3:
NMNM 132953

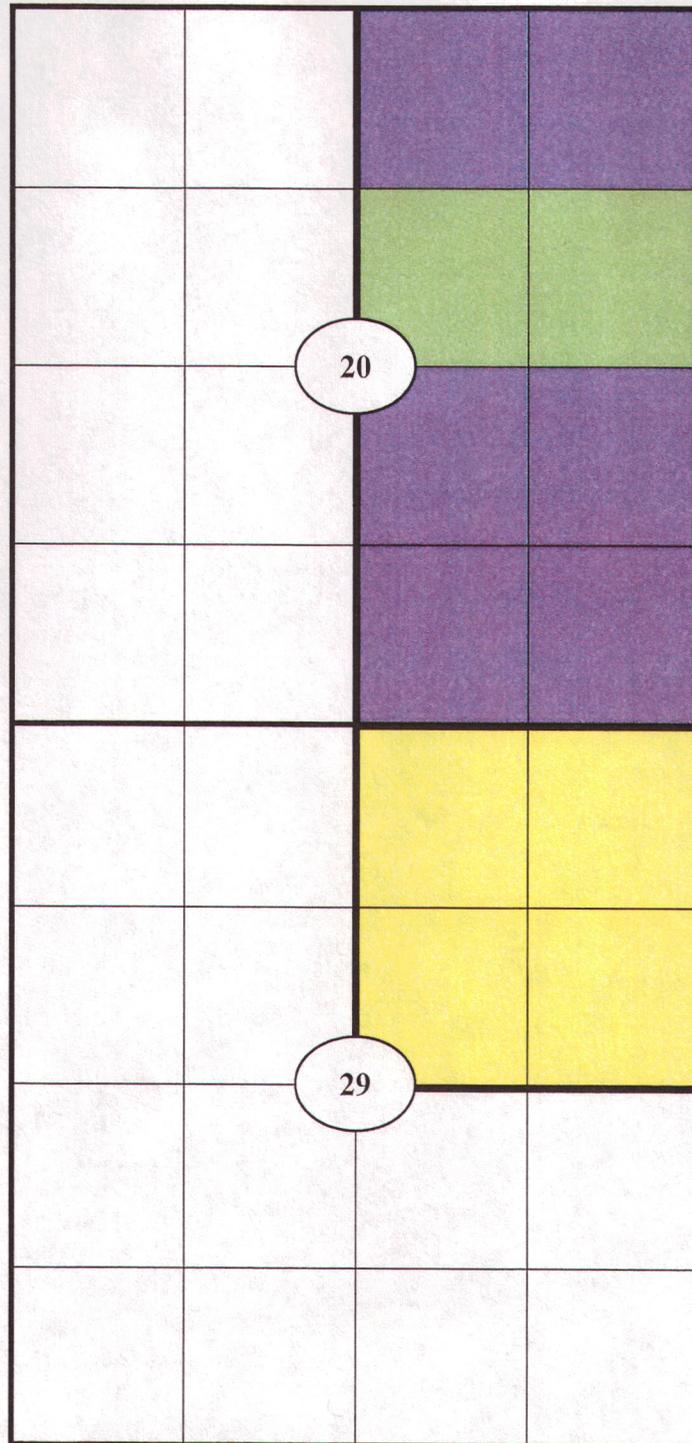


EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated January 1, 2022, covering E2 of Section 20, and the NE4 of Section 29, Township 25 South - Range 35 East, N.M.P.M., Lea County, New Mexico

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

DESCRIPTION OF LEASES COMMITTED:**TRACT 1:****Lease 1**

Lessor: USA NMNM 132951
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Lease Date: October 1, 2014
Lease Term: Ten (10) years
Recordation: Not Recorded
Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: N2NE4, SE4
 Lea County, New Mexico
Number of Acres: 240.0
Royalty Rate: 12.5%
WI Owner Names and Interests: COG Operating LLC 100%
ORRI Owners: None

TRACT 2:**Lease 2**

Lessor: Kenneth Medlin, SSP
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Lease Term: 3 years / 2 year extension
Recordation: Book 1688, Page 945
 Book 1857, Page 613 (*Affidavit of Oil and Gas Lease Extension*)
Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: SNE4
 Lea County, New Mexico
Number of Acres: 80.0
Royalty Rate: 25%
WI Owner Names and Interests: COG Acreage LP 100%
ORRI Owners: None

Lease 3

Lessor: Ora Mae Davis, SSP
 Original Lessee: OGX Acreage Fund LP
 Current Lessee: COG Acreage LP
 Lease Date: July 1, 2010
 Lease Term: 3 years / 2 year extension
 Recordation: Book 1688, Page 929
 Book 1892, Page 97 (*Affidavit of Oil and Gas Lease Extension*)
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: S2NE4
 Lea County, New Mexico
 Number of Acres: 80.0
 Royalty Rate: 1/4th
 WI Owner Names and Interests: COG Acreage LP 100%
 ORRI Owners: None

Lease 4

Lessor: Jeanene Hollis Hall
 Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Lease Date: May 4, 2015
 Lease Term: 3 years / Amended to 7 years
 Recordation: Book 1964, Page 166
 Book 2150, Page 772 (*First Amendment of Oil & Gas Lease*)
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: S2NE4
 Lea County, New Mexico
 Number of Acres: 80.0
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: None

Lease 5

Lessor: William K. Hollis, SSP
 Original Lessee: OGX Acreage Fund LP
 Current Lessee: COG Acreage LP
 Lease Date: July 1, 2010
 Lease Term: 3 years / 2 year extension
 Recordation: Book 1688, Page 889
 Book 1870, Page 790 (*Affidavit of Oil and Gas Lease Extension*)
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: S2NE4
 Lea County, New Mexico
 Number of Acres: 80.0
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Acreage LP 100%
 ORRI Owners: None

Lease 6

Lessor: Jerry Billington, SSP
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Lease Term: 3 years / 2 year extension
Recordation: Book 1688, Page 913
 Book 1857, Page 619 (*Affidavit of Oil and Gas Lease Extension*)
Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: S2NE4
 Lea County, New Mexico
Number of Acres: 80.0
Royalty Rate: 25%
WI Owner Names and Interests: COG Acreage LP 100%
ORRI Owners: None

Lease 7

Lessor: Michael Hall Medlin, SSP
Original Lessee: OXG Acreage Fund, LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Lease Term: 3 years / 2 year extension
Recordation: Book 1688, Page 961
 Book 1869, Page 500 (*Affidavit of Oil and Gas Lease Extension*)
Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: S2NE4
 Lea County, New Mexico
Number of Acres: 80.0
Royalty Rate: 1/4th
WI Owner Names and Interests: COG Operating LLC 100%
ORRI Owners: None

Lease 8

Lessor: Karen Freck Rogerud, SSP
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Lease Term: 3 years / 2 year extension
Recordation: Book 1688, Page 905
 Book 1857, Page 641 (*Affidavit of Oil and Gas Lease Extension*)
Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: S2NE4
 Lea County, New Mexico
Number of Acres: 80.0
Royalty Rate: 1/4th
WI Owner Names and Interests: COG Acreage LP 100%
ORRI Owners: None

Lease 9

Lessor: Michael Freck, SSP
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Lease Date: July 1, 2010
 Lease Term: 3 years / 2 year extension
 Recordation: Book 1688, Page 873
 Book 1857, Page 623 (*Affidavit of Oil and Gas Lease Extension*)
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: S2NE4
 Lea County, New Mexico
 Number of Acres: 80.0
 Royalty Rate: 1/4th
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: None

Lease 10

Lessor: Robert Freck, SSP
 Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Lease Date: July 1, 2010
 Lease Term: 3 years / 2 year extension
 Recordation: Book 1688, Page 881
 Book 1857, Page 621 (*Affidavit of Oil and Gas Lease Extension*)
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: S2NE4
 Lea County, New Mexico
 Number of Acres: 80.0
 Royalty Rate: 1/4th
 WI Owner Names and Interests: COG Acreage LP 100%
 ORRI Owners: None

Lease 11

Lessor: Shawn Freck, SSP
 Original Lessee: OGX Acreage Fund LP
 Current Lessee: COG Acreage LP
 Lease Date: July 1, 2010
 Lease Term: 3 years / 2 year extension
 Recordation: Book 1688, Page 953
 Book 1857, Page 615 (*Affidavit of Oil and Gas Lease Extension*)
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: S2NE4
 Lea County, New Mexico
 Number of Acres: 80.0
 Royalty Rate: 1/4th
 WI Owner Names and Interests: COG Acreage LP 100%
 ORRI Owners: None

Lease 12

Lessor: Norma Baird Loving, Individually and as Co-Trustee of the Beulah M. Baird Trust, and Weldon R. Baird, Individually and as Co-Trustee of the Beulah M. Baird Trust

Original Lessee: OneEnergy Partners Operating, LLC
 Current Lessee: COG Operating LLC
 Lease Date: January 16, 2017
 Lease Term: 3 years / 2 year extension
 Recordation: Book 2103, Page 115
 Book 2161, Page 328 (*Affidavit of Oil and Gas Lease Extension*)

Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: S2NE4
 Lea County, New Mexico

Number of Acres: 80.0
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: None

Lease 13

Lessor: Barry B. Thompson, SSP

Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Lease Date: July 1, 2010
 Lease Term: 3 years / 2 year extension
 Recordation: Book 1688, Page 857
 Book 1857, Page 639 (*Affidavit of Oil and Gas Lease Extension*)

Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: S2NE4
 Lea County, New Mexico

Number of Acres: 80.0
 Royalty Rate: 1/4th
 WI Owner Names and Interests: COG Acreage LP 100%
 ORRI Owners: None

Lease 14

Lessor: G. Dan Thompson, SSP

Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Lease Date: July 1, 2010
 Lease Term: 3 years / 2 year extension
 Recordation: Book 1688, Page 897
 Book 1857, Page 645 (*Affidavit of Oil and Gas Lease Extension*)

Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: S2NE4
 Lea County, New Mexico

Number of Acres: 80.0
 Royalty Rate: 1/4th
 WI Owner Names and Interests: COG Acreage LP 100%
 ORRI Owners: None

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the **1st of January, 2022**, 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 20: E2

Section 29: NE4

Lea County, New Mexico

Containing **480.0** acres, more or less, and this agreement shall include only the **Bone Spring** formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

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

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st of January, 2022, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

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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:

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Section 20: E2

Section 29: NE4

Lea County, New Mexico

Containing 480.0 acres, more or less, and this agreement shall include only the **Bone Spring** formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

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3. The Operator of the communitized area shall be **COG Operating LLC**, 600 W. Illinois Avenue, 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 formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **January 1, 2022**, 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.

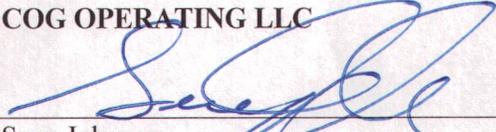
- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or 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 LLC

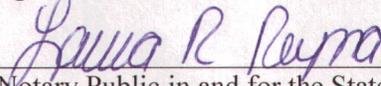
Date: 7/28/22 By:


 Sean Johnson
 Attorney-in-fact *mw vrb*

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 28th day of July, 2022, by Sean Johnson, attorney-in-fact of **COG Operating LLC**, a Delaware Limited Liability Company, on behalf of same.

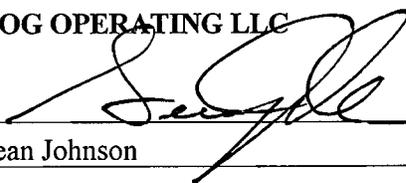

 Notary Public in and for the State of Texas
 My Commission expires: 2-14-2023



WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date: 7/28/22

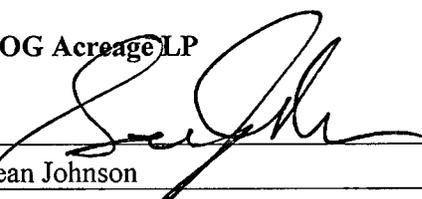
COG OPERATING LLC

By: 
Sean Johnson
Attorney-in-fact

*John
MSB*

Date: 7/28/22

COG Acreage LP

By: 
Name: Sean Johnson
Title: Attorney-in-fact

*John
MSB*

United Exploration, LLC

Date: _____

By: _____
Name: _____
Title: _____

Beverly Jean Renfro Barr, Trustee

Date: _____

By: _____
Name: _____
Title: _____

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

COG OPERATING LLC

Date: _____

By: _____

Sean Johnson

Attorney-in-fact

COG Acreage LP

Date: _____

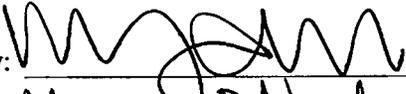
By: _____

Name: Sean Johnson

Title: Attorney-in-fact

United Exploration, LLC

Date: 08/22/2022

By: 

Name: Morgan D. Neal

Title: Manager

Beverly Jean Renfro Barr, Trustee

Date: _____

By: _____

Name: _____

Title: _____

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

COG OPERATING LLC

Date: _____

By: _____

Sean Johnson

Attorney-in-fact

COG Acreage LP

Date: _____

By: _____

Name: Sean Johnson

Title: Attorney-in-fact

United Exploration, LLC

Date: _____

By: _____

Name: _____

Title: _____

Beverly Jean Renfro Barr, Trustee

Date: 8-19-22

By: Richard K. Barr Family Trust

Name: Beverly J. Barr

Title: Trustee

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 28th day of July, 2022, by Sean Johnson, attorney-in-fact of **COG Operating LLC**, a Delaware limited liability company, on behalf of same.



Laura R Reyna
Notary Public in and for the State of Texas
My Commission expires: 2-14-2023

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 28th day of July, 2022, by Sean Johnson, attorney-in-fact of **COG Acreage LP**, a Texas limited partnership, on behalf of same.



Laura R Reyna
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 _____ day of _____, 20____, by _____, as _____, of **United Exploration, LLC**, 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 on the _____ day of _____, 20____, by _____, as _____, of _____, on behalf of same.

Notary Public in and for the State of _____
My Commission expires: _____

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the ___ day of _____, 202___, by Sean Johnson, attorney-in-fact of **COG Operating LLC**, a Delaware limited liability company, on behalf of same.

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

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the ___ day of _____, 20___, by Sean Johnson, attorney-in-fact of **COG Acreage LP**, a Texas limited partnership, on behalf of same.

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

STATE OF Texas §
§
COUNTY OF Denton §

This instrument was acknowledged before me on the 22 day of August, 2022 by Morgan O'Neal, as Manager, of **United Exploration, LLC**, a Corporation, on behalf of same.

Hannah Moselle Lee

Notary Public in and for the State of Texas
My Commission expires: 10-30-2022



STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20___, by _____, as _____, of _____, on behalf of same.

Notary Public in and for the State of _____
My Commission expires: _____

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the ___ day of _____, 202__, by Sean Johnson, attorney-in-fact of **COG Operating LLC**, a Delaware limited liability company, on behalf of same.

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

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the ___ day of _____, 20__, by Sean Johnson, attorney-in-fact of **COG Acreage LP**, a Texas limited partnership, on behalf of same.

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

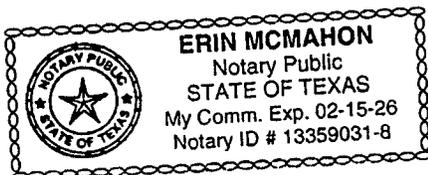
STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20__, by _____, as _____, of **United Exploration, LLC**, a _____, on behalf of same.

Notary Public in and for the State of _____
My Commission expires: _____

STATE OF Texas §
§
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 19th day of August, 2022 by Beverly J Barr, as Trustee, of Richard K Barr Family Trust, on behalf of same.



[Signature]
Notary Public in and for the State of Texas
My Commission expires: 2/15/2026

EXHIBIT "A"

Plat of communitized area covering 480.00 acres in the E2 of Section 20 and NE4 of Section 29,
Township 25 South - Range 35 East, N.M.P.M.
Lea County, New Mexico

GREEN BERET FEDERAL COM
Bone Spring Formation

Tract 1:
NMNM 132951



Tract 2:
Fee Leases



Tract 3:
NMNM 132953

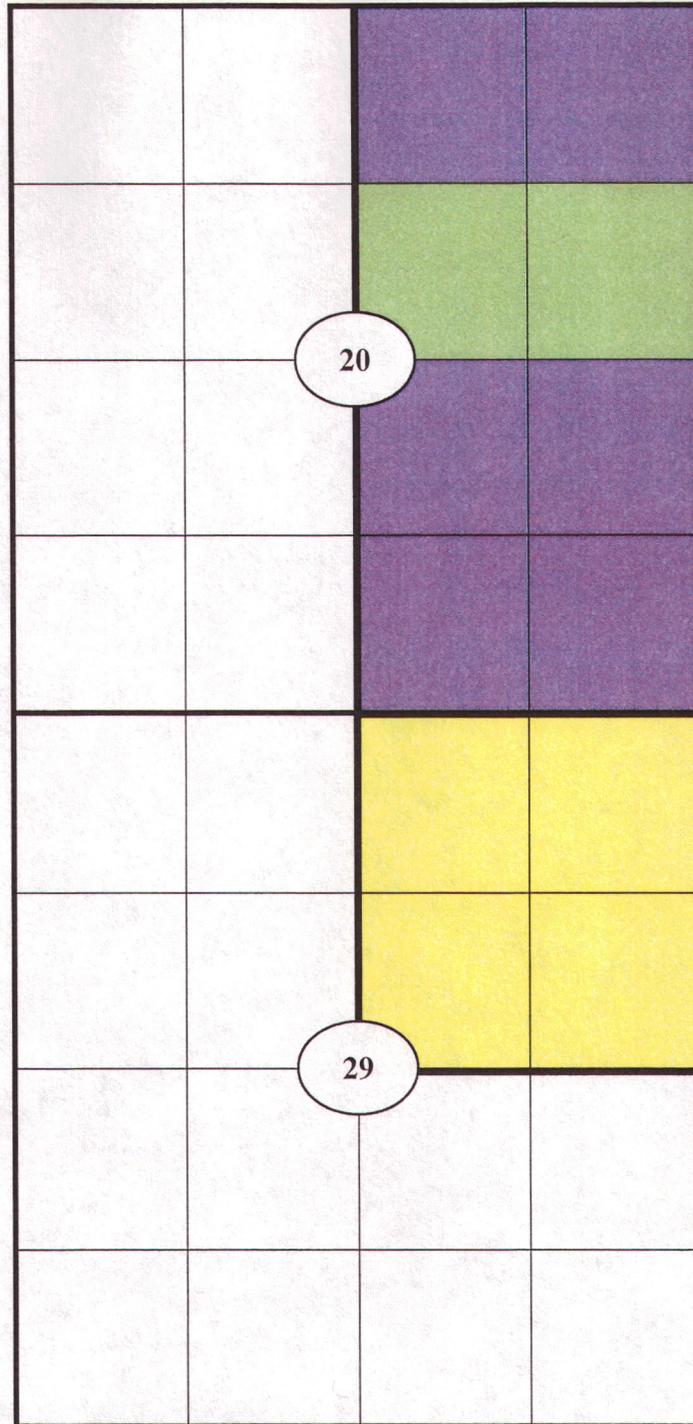


EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated January 1, 2022, covering E2 of Section 20, and the NE4 of Section 29, Township 25 South - Range 35 East, N.M.P.M., Lea County, New Mexico

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

DESCRIPTION OF LEASES COMMITTED:**TRACT 1:****Lease 1**

Lessor: USA NMNM 132951
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Lease Date: October 1, 2014
Lease Term: Ten (10) years
Recordation: Not Recorded
Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: N2NE4, SE4
 Lea County, New Mexico
Number of Acres: 240.0
Royalty Rate: 12.5%
WI Owner Names and Interests: COG Operating LLC 100%
ORRI Owners: None

TRACT 2:**Lease 2**

Lessor: Kenneth Medlin, SSP
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Lease Term: 3 years / 2 year extension
Recordation: Book 1688, Page 945
 Book 1857, Page 613 (*Affidavit of Oil and Gas Lease Extension*)
Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: SNE4
 Lea County, New Mexico
Number of Acres: 80.0
Royalty Rate: 25%
WI Owner Names and Interests: COG Acreage LP 100%
ORRI Owners: None

Lease 3

Lessor: Ora Mae Davis, SSP
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Lease Term: 3 years / 2 year extension
Recordation: Book 1688, Page 929
 Book 1892, Page 97 (*Affidavit of Oil and Gas Lease Extension*)
Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: S2NE4
 Lea County, New Mexico
Number of Acres: 80.0
Royalty Rate: 1/4th
WI Owner Names and Interests: COG Acreage LP 100%
ORRI Owners: None

Lease 4

Lessor: Jeanene Hollis Hall
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Lease Date: May 4, 2015
Lease Term: 3 years / Amended to 7 years
Recordation: Book 1964, Page 166
 Book 2150, Page 772 (*First Amendment of Oil & Gas Lease*)
Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: S2NE4
 Lea County, New Mexico
Number of Acres: 80.0
Royalty Rate: 25%
WI Owner Names and Interests: COG Operating LLC 100%
ORRI Owners: None

Lease 5

Lessor: William K. Hollis, SSP
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Lease Term: 3 years / 2 year extension
Recordation: Book 1688, Page 889
 Book 1870, Page 790 (*Affidavit of Oil and Gas Lease Extension*)
Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: S2NE4
 Lea County, New Mexico
Number of Acres: 80.0
Royalty Rate: 25%
WI Owner Names and Interests: COG Acreage LP 100%
ORRI Owners: None

Lease 6

Lessor: Jerry Billington, SSP
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Lease Term: 3 years / 2 year extension
Recordation: Book 1688, Page 913
 Book 1857, Page 619 (*Affidavit of Oil and Gas Lease Extension*)
Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: S2NE4
 Lea County, New Mexico
Number of Acres: 80.0
Royalty Rate: 25%
WI Owner Names and Interests: COG Acreage LP 100%
ORRI Owners: None

Lease 7

Lessor: Michael Hall Medlin, SSP
Original Lessee: OXG Acreage Fund, LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Lease Term: 3 years / 2 year extension
Recordation: Book 1688, Page 961
 Book 1869, Page 500 (*Affidavit of Oil and Gas Lease Extension*)
Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: S2NE4
 Lea County, New Mexico
Number of Acres: 80.0
Royalty Rate: 1/4th
WI Owner Names and Interests: COG Operating LLC 100%
ORRI Owners: None

Lease 8

Lessor: Karen Freck Rogerud, SSP
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Lease Term: 3 years / 2 year extension
Recordation: Book 1688, Page 905
 Book 1857, Page 641 (*Affidavit of Oil and Gas Lease Extension*)
Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: S2NE4
 Lea County, New Mexico
Number of Acres: 80.0
Royalty Rate: 1/4th
WI Owner Names and Interests: COG Acreage LP 100%
ORRI Owners: None

Lease 9

Lessor: Michael Freck, SSP
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Lease Term: 3 years / 2 year extension
Recordation: Book 1688, Page 873
 Book 1857, Page 623 (*Affidavit of Oil and Gas Lease Extension*)
Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: S2NE4
 Lea County, New Mexico
Number of Acres: 80.0
Royalty Rate: 1/4th
WI Owner Names and Interests: COG Operating LLC 100%
ORRI Owners: None

Lease 10

Lessor: Robert Freck, SSP
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Lease Term: 3 years / 2 year extension
Recordation: Book 1688, Page 881
 Book 1857, Page 621 (*Affidavit of Oil and Gas Lease Extension*)
Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: S2NE4
 Lea County, New Mexico
Number of Acres: 80.0
Royalty Rate: 1/4th
WI Owner Names and Interests: COG Acreage LP 100%
ORRI Owners: None

Lease 11

Lessor: Shawn Freck, SSP
Original Lessee: OGX Acreage Fund LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Lease Term: 3 years / 2 year extension
Recordation: Book 1688, Page 953
 Book 1857, Page 615 (*Affidavit of Oil and Gas Lease Extension*)
Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: S2NE4
 Lea County, New Mexico
Number of Acres: 80.0
Royalty Rate: 1/4th
WI Owner Names and Interests: COG Acreage LP 100%
ORRI Owners: None

Lease 12

Lessor: Norma Baird Loving, Individually and as Co-Trustee of the Beulah M. Baird Trust, and Weldon R. Baird, Individually and as Co-Trustee of the Beulah M. Baird Trust

Original Lessee: OneEnergy Partners Operating, LLC
 Current Lessee: COG Operating LLC
 Lease Date: January 16, 2017
 Lease Term: 3 years / 2 year extension
 Recordation: Book 2103, Page 115
 Book 2161, Page 328 (*Affidavit of Oil and Gas Lease Extension*)

Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: S2NE4
 Lea County, New Mexico

Number of Acres: 80.0
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: None

Lease 13

Lessor: Barry B. Thompson, SSP

Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Lease Date: July 1, 2010
 Lease Term: 3 years / 2 year extension
 Recordation: Book 1688, Page 857
 Book 1857, Page 639 (*Affidavit of Oil and Gas Lease Extension*)

Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: S2NE4
 Lea County, New Mexico

Number of Acres: 80.0
 Royalty Rate: 1/4th
 WI Owner Names and Interests: COG Acreage LP 100%
 ORRI Owners: None

Lease 14

Lessor: G. Dan Thompson, SSP

Original Lessee: OGX Acreage Fund, LP
 Current Lessee: COG Acreage LP
 Lease Date: July 1, 2010
 Lease Term: 3 years / 2 year extension
 Recordation: Book 1688, Page 897
 Book 1857, Page 645 (*Affidavit of Oil and Gas Lease Extension*)

Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: S2NE4
 Lea County, New Mexico

Number of Acres: 80.0
 Royalty Rate: 1/4th
 WI Owner Names and Interests: COG Acreage LP 100%
 ORRI Owners: None

Lease 15

Lessor: Katherine Woltz Aven, SSP
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Lease Date: July 1, 2010
Lease Term: 3 years / 2 year extension
Recordation: Book 1688, Page 849
 Book 1857, Page 643 (*Affidavit of Oil and Gas Lease Extension*)
Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: S2NE
 Lea County, New Mexico
Number of Acres: 80.0
Royalty Rate: 1/4th
WI Owner Names and Interests: COG Acreage LP 100%
ORRI Owners: None

Lease 16

Lessor: Meridian 102, LP
Original Lessee: United Exploration, LLC
Current Lessee: United Exploration, LLC
Lease Date: October 8, 2020
Lease Term: 2 years
Recordation: Book 2171, Page 808
Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: SW4NE4
 Lea County, New Mexico
Number of Acres: 40.00
Royalty Rate: 25%
WI Owner Names and Interests: United Exploration, LLC 100%
ORRI Owners: None

Lease 17:

Lessor: Michael Harrison Moore
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Lease Date: October 28, 2020
Lease Term: 3 years
Recordation: Book 2172, Page 424
Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: SW4NE4
 Lea County, New Mexico
Number of Acres: 40.0
Royalty Rate: 25%
WI Owner Names and Interests: COG Operating LLC 100%
ORRI Owners: None

Lease 18

Lessor: Easley Family Futures LLC
Original Lessee: OGX Acreage Fund, LP
Current Lessee: COG Acreage LP
Lease Date: January 1, 2011
Lease Term: 3 years / 2 year extension
Recordation: Book 1712, Page 290
 Book 1877, Page 517 (*Affidavit of Oil and Gas Lease Extension*)
 Book 2027, Page 854 (*Correction of Affidavit Oil & Gas Lease Extension*)

Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: SW4NE4
 Lea County, New Mexico

Number of Acres: 40.0
Royalty Rate: 20%
WI Owner Names and Interests: COG Acreage LP 100%
ORRI Owners: OGX Royalty Fund, LP

Lease 19

Lessor: Robert P. Byron and Jeannine Hooper Bryon, Trustees of the Robert and Jeannine Byron Revocable Trust under Trust Agreement dated June 18, 2003

Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Lease Date: June 1, 2015
Lease Term: 7 years
Recorded: Book 1974, Page 663
 Book 2150, Page 774 (*1st Amendment of Oil & Gas Lease*)

Description of Land Committed: Township 25 South, Range 35 East, N.M.P.M.
 Insofar and only insofar as said lease covers:
 Section 20: SW4NE4
 Lea County, New Mexico

Number of Acres: 40.0
Royalty Rate: 25%
WI Owner Names and Interests: COG Operating LLC 100%
ORRI Owners: None

Lease 20

Lessor: Chance C. Barton

Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Lease Date: June 1, 2015
Lease Term: 7 years
Recordation: Book 1973, Page 177
 Book 2150, Page 769 (*1st Amendment of Oil & Gas Lease*)

Description of Land Committed: Township 25 South, Range 35 East, N.M.P.M.
 Insofar and only insofar as said lease covers:
 Section 20: SW4NE4
 Lea County, New Mexico

Number of Acres: 40.0
Royalty Rate: 25%
WI Owner Names and Interests: COG Operating LLC 100%
ORRI Owners: None

Lease 21

Lessor: Ginger Lee Butler Clayton, a married woman dealing in her sole and separate property
Original Lessee: Energen Resources Corporation
Current Lessee: COG Operating LLC
Lease Date: November 16, 2016
Lease Term: 3 years
Recordation: Book 2074, Page 124
Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: SW4NE4
 Lea County, New Mexico
Number of Acres: 40.0
Royalty Rate: 1/5th
WI Owner Names and Interests: COG Operating LLC 100%
ORRI Owners: None

Lease 22

Lessor: Marion Jeffery Owens, a widower
Original Lessee: Energen Resources Corporation
Current Lessee: COG Operating LLC
Lease Date: September 30, 2016
Lease Term: 3 years
Recordation: Book 2080, Page 194
Description of Land Committed: Insofar and only insofar as said lease covers:
Township 25 South, Range 35 East, N.M.P.M.
 Section 20: SW4NE4
 Lea County, New Mexico
Number of Acres: 40.0
Royalty Rate: 1/5th
WI Owner Names and Interests: COG Operating LLC 100%
ORRI Owners: None

Lease 23

Lessor: Gary G. Davis
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Lease Date: June 1, 2015
Lease Term: 3 years / Lease Extension to 6/1/2022
Recordation: Book 1991, Page 372
 Book 2152, Page 970 (*Extension, Ratification, Amendment of Oil and Gas Lease*)
Description of Land Committed: Township 25 South, Range 35 East, N.M.P.M.
 insofar and only insofar as said lease covers:
 Section 20: S2NE4
 Lea County, New Mexico
Number of Acres: 80.0
Royalty Rate: 25%
WI Owner Names and Interests: COG Operating LLC 100%
ORRI Owners: None

Lease 24

Lessor: Lee and Judy Davis Revocable Trust, Leland E. Davis and Judith E. Davis,
Co-Trustees

Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Lease Date: June 5, 2019
 Lease Term: 3 years
 Recordation: Book 2152, Page 563
 Description of Land Committed: Township 25 South, Range 35 East, N.M.P.M.
 Insofar and only insofar as said lease covers:
 Section 20: S2NE4
 Lea County, New Mexico

Number of Acres: 80.0
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: None

Lease 25.

Lessor: Realeza Del Spear, LP

Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Lease Date: April 1, 2020
 Lease Term: 3 years
 Recordation: Book 2166, Page 396
 Description of Land Committed: Township 25 South, Range 35 East, N.M.P.M.
 Insofar and only insofar as said lease covers:
 Section 20: SE4NE4
 Lea County, New Mexico

Number of Acres: 40.0
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: None

Lease 26

Lessor: Cynthia Mae Wilson, Trustee of the Scott E. Wilson Bypass Trust

Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Lease Date: April 7, 2020
 Lease Term: 3 years
 Recordation: Book 2166, Page 393
 Description of Land Committed: Township 25 South, Range 35 East, N.M.P.M.
 Insofar and only insofar as said lease covers:
 Section 20: SE4NE4
 Lea County, New Mexico

Number of Acres: 40.0
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: None

Lease 27:

Lessor: Ryan Moore SSMTT Nonexempt Trust as revised and restated on
December 22, 2008

Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Lease Date: May 7, 2020
Lease Term: 3 years
Recordation: Book 2166, Page 394
Description of Land Committed: Township 25 South, Range 35 East, N.M.P.M.
Insofar and only insofar as said lease covers:
Section 20: SW4NE4
Lea County, New Mexico

Number of Acres: 40.0
Royalty Rate: 1/4th
WI Owner Names and Interests: COG Operating LLC 100%
ORRI Owners: None

Lease 28

Lessor: Ryan Moore SSMTT GST Exempt Trust as revised and restated on
December 22, 2008

Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Lease Date: May 7, 2020
Lease Term: 3 years
Recordation: Book 2166, Page 395
Description of Land Committed: Township 25 South, Range 35 East, N.M.P.M.
Insofar and only insofar as said lease covers:
Section 20: SW4NE4
Lea County, New Mexico

Number of Acres: 40.0
Royalty Rate: 1/4th
WI Owner Names and Interests: COG Operating LLC 100%
ORRI Owners: None

Lease 29

Lessor: **Barbra Karen Medlin also sometimes known as Barbra Karin Medlin, a widow and Susan Ann Rowley, formerly Susan Ann Medlin, a married woman dealing in her sole and separate property**

Original Lessee: Energen Resources Corporation
Current Lessee: COG Operating LLC
Lease Date: October 21, 2016
Lease Term: 3 years / 5 year extension
Recordation: Book 2067, Page 355
Book 2176, Page 650 (*Lease Extension*)
Description of Land Committed: Township 25 South, Range 35 East, N.M.P.M.
Insofar and only insofar as said lease covers:
Section 20: S2NE4
Lea County, New Mexico

Number of Acres: 80.0
Royalty Rate: 1/4th
WI Owner Names and Interests: COG Operating LLC 100%
ORRI Owners: None

Lease 30

Lessor: Arthur Reynolds
 Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Lease Date: January 20, 2022
 Lease Term: 3 years
 Recordation: Book 2194, Page 123
 Description of Land Committed: Township 25 South, Range 35 East, N.M.P.M.
 Insofar and only insofar as said lease covers:
 Section 20: SENE
 Lea County, New Mexico
 Number of Acres: 40.0
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: None

Lease 31

Lessor: Donna Reynolds
 Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Lease Date: January 20, 2022
 Lease Term: 3 years
 Recordation: Book 2195, Page 233
 Description of Land Committed: Township 25 South, Range 35 East, N.M.P.M.
 Insofar and only insofar as said lease covers:
 Section 20: SENE
 Lea County, New Mexico
 Number of Acres: 40.0
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: None

Lease 32

Lessor: Mackenzie Reynolds
 Original Lessee: COG Operating LLC
 Current Lessee: COG Operating LLC
 Lease Date: January 20, 2022
 Lease Term: 3 years
 Recordation: Book 2196, Page 586
 Description of Land Committed: Township 25 South, Range 35 East, N.M.P.M.
 Insofar and only insofar as said lease covers:
 Section 20: SENE
 Lea County, New Mexico
 Number of Acres: 40.0
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: None

Lease 33.

Lessor: Maureen Reynolds
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Lease Date: January 20, 2022
Lease Term: 3 years
Recordation: Book 2194, Page 743
Description of Land Committed: Township 25 South, Range 35 East, N.M.P.M.
 Insofar and only insofar as said lease covers:
 Section 20: SENE
 Lea County, New Mexico
Number of Acres: 40.0
Royalty Rate: 25%
WI Owner Names and Interests: COG Operating LLC 100%
ORRI Owners: None

Lease 34

Lessor: Steve Reynolds
Original Lessee: COG Operating LLC
Current Lessee: COG Operating LLC
Lease Date: January 20, 2022
Lease Term: 3 years
Recordation: Book 2192 Page 950
Description of Land Committed: Township 25 South, Range 35 East, N.M.P.M.
 Insofar and only insofar as said lease covers:
 Section 20: SENE
 Lea County, New Mexico
Number of Acres: 40.0
Royalty Rate: 25%
WI Owner Names and Interests: COG Operating LLC 100%
ORRI Owners: None

Parties with unleased minerals as to Tract 2

Beverly Jean Renfro Barr, in her capacity as Trustee of the Family Trust created under the Last Will and Testament of Reichard Kevin Barr, Deceased.

TRACT 3:**Lease 35**

Lessor: United States of America NMNM 132953
Original Lessee: Endurance Properties Inc.
Current Lessee: COG Operating LLC
Lease Date: October 1, 2014
Lease Term: 10 years
Recordation: Unrecorded
Description of Land Committed: Township 25 South, Range 35 East, N.M.P.M.
 Insofar and only insofar as said lease covers:
 Section 29: NE4
 Lea County, New Mexico
Number of Acres: 160.0
Royalty Rate: 12.5%
WI Owner Names and Interests: COG Operating LLC 100%
ORRI Owners: None

RECAPITULATION

Tract No.	No. of Acres Communitized	Percentage of Interest In Communitized Area
1	240.0	50.0000%
2	80.0	16.6666%
3	160.0	33.3334%
Total	480.0	100.0000%

**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-280

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 or pools 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.

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**



**GERASIMOS RAZATOS
DIRECTOR (ACTING)**

DATE: 4/1/2025

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: OLM-280
Operator: COG Operating LLC (229137)
Central Tank Battery: Green Beret Federal 20 A Central Tank Battery (Oil)
Central Tank Battery Location: UL A, Section 20, 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-08 S2535340;BONE SPRING	97088

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Bone Spring NMNM 105785247	E/2	20-25S-35E
	NE/4	29-25S-35E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-47821	GREEN BERET FEDERAL COM	E/2	20-25S-35E	97088
	#701H	NE/4	29-25S-35E	
30-025-47823	GREEN BERET FEDERAL COM	E/2	20-25S-35E	97088
	#801H	NE/4	29-25S-35E	

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

General Information
Phone: (505) 629-6116

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

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

CONDITIONS

Action 140739

CONDITIONS

Operator: COG OPERATING LLC 600 W Illinois Ave Midland, TX 79701	OGRID: 229137
	Action Number: 140739
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
sarah.clelland	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please email us at OCD.Engineer@emnrd.nm.gov .	4/2/2025