

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

November 29, 2023

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:

Gin and Tectonic Fed Com 701H API# 30-025-48434 WC-025G-08s243217P: Upr Wolfcamp Ut. P, Sec. 5-T24S-R32E

Lea County, NM

Gin and Tectonic Fed Com 703H API# 30-025-48436 WC-025G-08s243217P: Upr Wolfcamp

Ut. P, Sec. 5-T24S-R32E Lea County, NM Gin and Tectonic Fed Com 702H API# 30-025-48435 WC-025G-08s243217P: Upr Wolfcamp Ut. P, Sec. 5-T24S-R32E

Lea County, NM

Gin and Tectonic Fed Com 704H

Lea County, NM

API# 30-025-48437 WC-025G-08s243217P: Upr Wolfcamp Ut. O, Sec. 5-T24S-R32E

#### 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 <a href="mailto:jeanette.barron@conocophillips.com">jeanette.barron@conocophillips.com</a> or call 575.748.6974.

Sincerely,

Jeanette Barron

Jeanette Barron Regulatory Coordinator

RECEIVED:	REVIEWER:	TYPE:	APP NO:	
		ABOVE THIS TABLE FOR OCD  O OIL CONSERVE  Cal & Engineerin  ancis Drive, Sant	<b>'ATION DIVISION</b> g Bureau –	OF NEW ASSESSMENT OF NEW ASSES
		ATIVE APPLICAT		
THIS	CHECKLIST IS MANDATORY FOR AL REGULATIONS WHICH RE	L administrative applic Quire processing at th		
A			0.00	ND Normala a m
Applicant: Nell Name <sup>.</sup>			OGR Дрі	ID Number:
Pool:			Pool	Code:
SUBMIT ACCUR	RATE AND COMPLETE INF	ORMATION REQU		THE TYPE OF APPLICATION
A. Location	LICATION: Check those in - Spacing Unit - Simult NSL NSP		on	lsd
[1] Con [II] Inje [II] Inje  2) NOTIFICATIO  A.	one only for [1] or [1] on mingling - Storage - Maningling - Pressuance of the Alty, overriding royalty of the above, proof of otice required	LC PC Control PC Control PC PC Control PC	anced Oil Recover EOR PPR y. wners LO LM	FOR OCD ONLY  Notice Complete  Application Content Complete
administrative understand t	N: I hereby certify that the approval is accurate and the action will be taken are submitted to the Div	and <b>complete</b> to ken on this applic	the best of my kn	owledge. I also
1	Note: Statement must be comple	ted by an individual wit	h managerial and/or su	pervisory capacity.
Print or Type Name			11.29.23 Date	
Print or Type Name				
			Phone Numbe	r
Jeanette Barr	non			
Signature			e-mail Address	

<u>District I</u> 1625 N. French Drive, Hobbs, NM 88240 <u>District II</u> 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.

APPLICA	ATION FOR SURFACE (	<u>COMMINGLING</u>	(DIVERSE	OWNERSHIP)	
OPERATOR NAME:	COG Operating LLC				
OPERATOR ADDRESS:	2208 W Main Street, Artesia, N	lew Mexico 88210			
APPLICATION TYPE:					
☐ Pool Commingling ☐ Lease	Commingling Pool and Lease Con	mmingling	Storage and Measur	rement (Only if not Surface	e Commingled)
LEASE TYPE: Fe					
Is this an Amendment to exis		"Yes", please include t			
Have the Bureau of Land Ma ☐Yes ☐No	anagement (BLM) and State Land	l office (SLO) been not	ified in writing of	of the proposed comm	ingling
105 []10		OL COMMINGLINGS with the following in			
(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 a	t top allowables? Tyes No				
(4) Measurement type:  (5) Will commingling decreas	Metering Other (Specify) se the value of production? Yes	□No If "yes", descri	be why commingl	ing should be approved	
		SE COMMINGLINGS with the following in			
(3) Has all interest owners beer	ne source of supply? Yes No notified by certified mail of the propetering Other (Specify)	0	□Yes □N	io	
		LEASE COMMIN			
(1) Complete Sections A and		s with the following if	1101 111811011		
	(D) OFF-LEASE ST	ORAGE and MEA ets with the following			
(1) Is all production from sam			inioi mation		
(2) Include proof of notice to	== :				
	(E) ADDITIONAL INFO	RMATION (for all s with the following in		ypes)	
(1) A schematic diagram of fa	icility, including legal location.	5 with the following II	11VI IIIAUVII		
(2) A plat with lease boundari	es showing all well and facility locati Well Numbers, and API Numbers.	ions. Include lease numbe	ers if Federal or Sta	ate lands are involved.	
I hereby certify that the informat	tion above is true and complete to the	best of my knowledge an	d belief.		
signature: Jeanette G	Barron ti	ITLE: Regulatory Coordin	nator DATE: 1	1.29.23	
TYPE OR PRINT NAME Jeane	tte Barron TELEPHONE NO.:	575.748.6974			
E-MAIL ADDRESS: jeanette.b	arron@conocophillips.com				

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) 478-3462

 $\square$  AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

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API Number	Pool Code	Pool Name	
30-025-48434	98248	WC-025 G-08 S243217P; UPR WC	)LFCAMP
Property Code	Prop	erty Name	Well Number
329961	GIN AND TECTO	NIC FEDERAL COM	701H
OGRID No.	Oper	ator Name	Elevation
229137	COG OPE	RATING, LLC	3644.9'

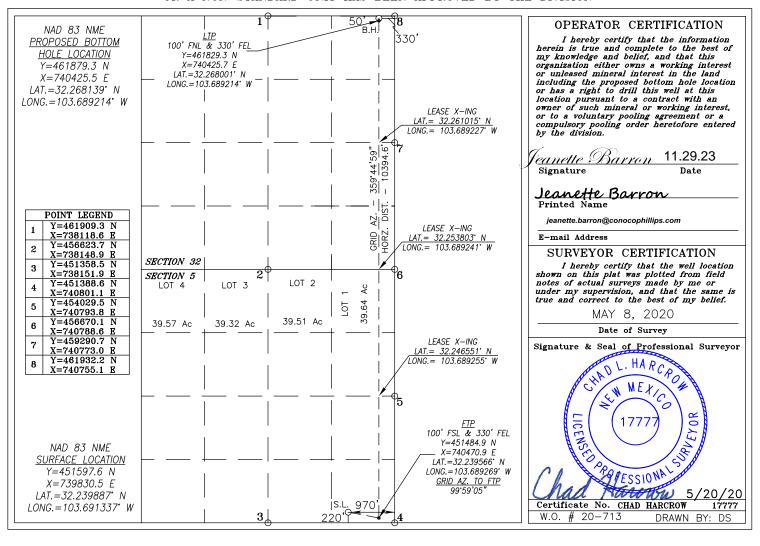
#### Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
Р	5	24-S	32-E		220	SOUTH	970	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
A	32	23-S	32-E		50	NORTH	330	EAST	LEA
Dedicated Acre	s Joint o	r Infill	Consolidation (	Code Or	der No.				
639.13									

# 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



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	
30-025-48435	98248	WC-025 G-08 S243217P;	UPR WOLFCAMP
Property Code	Prop	erty Name	Well Number
329961	GIN AND TECTO	ONIC FEDERAL COM	702H
OGRID No.	Oper	ator Name	Elevation
229137	COG OPE	RATING, LLC	3645.4

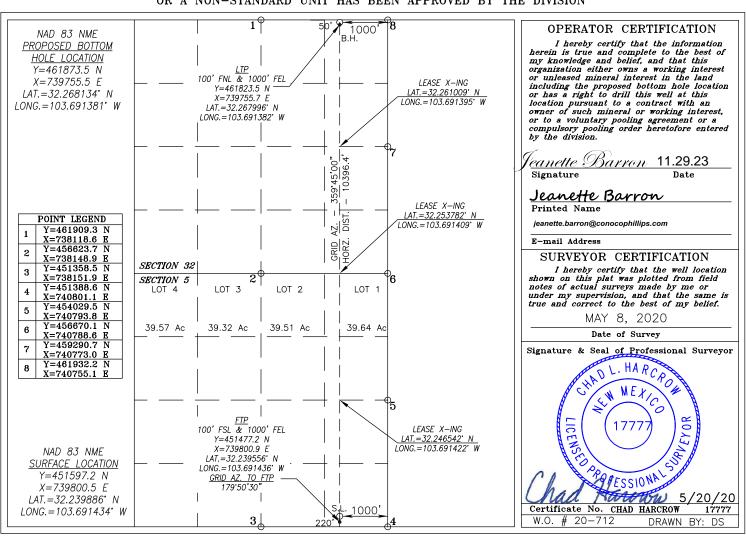
#### Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	5	24-S	32-E		220	SOUTH	1000	EAST	LEA

#### Bottom Hole Location If Different From Surface

UL or lot No.	Section	Townshi	ip	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	32	23-5	S	32-E		50	NORTH	1000	EAST	LEA
Dedicated Acre	s Joint o	r Infill	Cons	solidation (	ode Or	der No.				
639.13										

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	WELL LOCATION AND	ACREAGE DEDICATION PLAT	
API Number	Pool Code	Pool Name	
30-025-48436	98248	WC-025 G-08 S243217P; UPR \	WOLFCAMP
Property Code	Prop	erty Name	Well Number
329961	GIN AND TECTO	ONIC FEDERAL COM	703H
OGRID No.	<del>-</del>	ator Name	Elevation
229137	COG OPE	RATING, LLC	3645.7

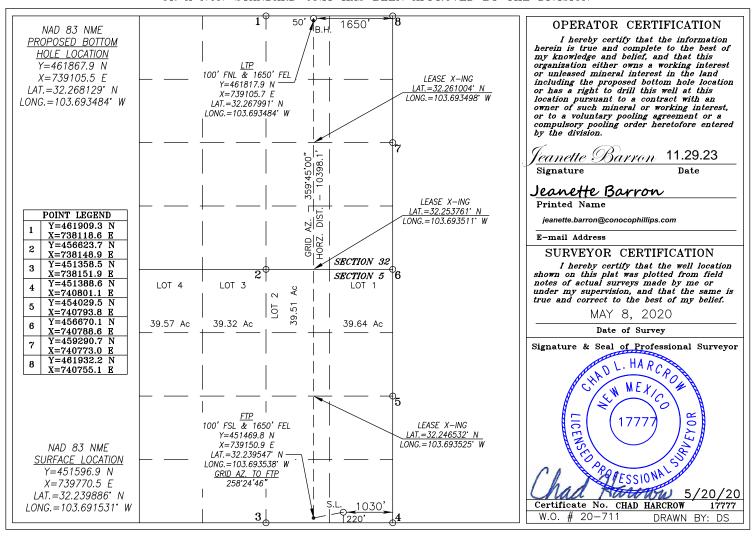
#### Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	5	24-S	32-E		220	SOUTH	1030	EAST	LEA

#### Bottom Hole Location If Different From Surface

UL or lot No.	Section	Townshi	ip	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
В	32	23-	S	32-E		50	NORTH	1650	EAST	LEA
Dedicated Acre	s Joint o	r Infill	Cor	solidation (	Code Or	der No.				
639.13										

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□ AMENDED REPORT

	1	WELL	LOCATION	AND	ACREAGE	DEDICATION	PLAT
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API Number	Pool Code	Pool Name		
30-025-48437	98248	WC-025 G-08 S243217P; UPR WOLFCAMP		
Property Code	Prop	erty Name	Well Number	
329961	GIN AND TECTO	ONIC FEDERAL COM	704H	
OGRID No.	Oper	ator Name	Elevation	
229137	COG OPE	RATING, LLC	3620.7'	

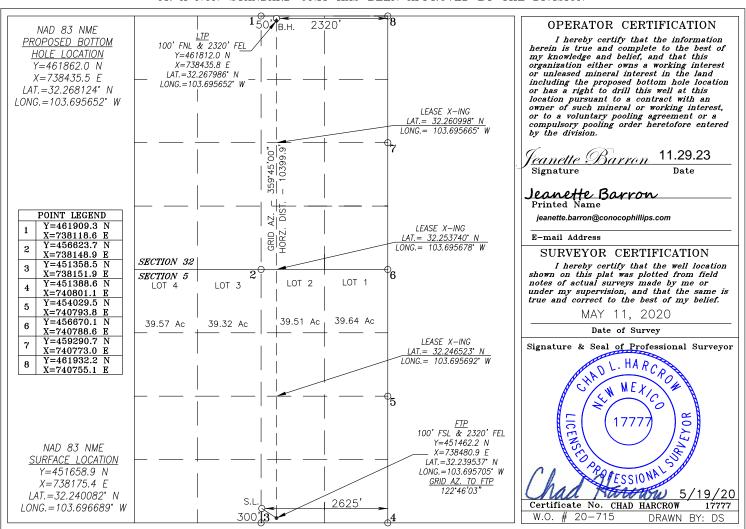
#### Surface Location

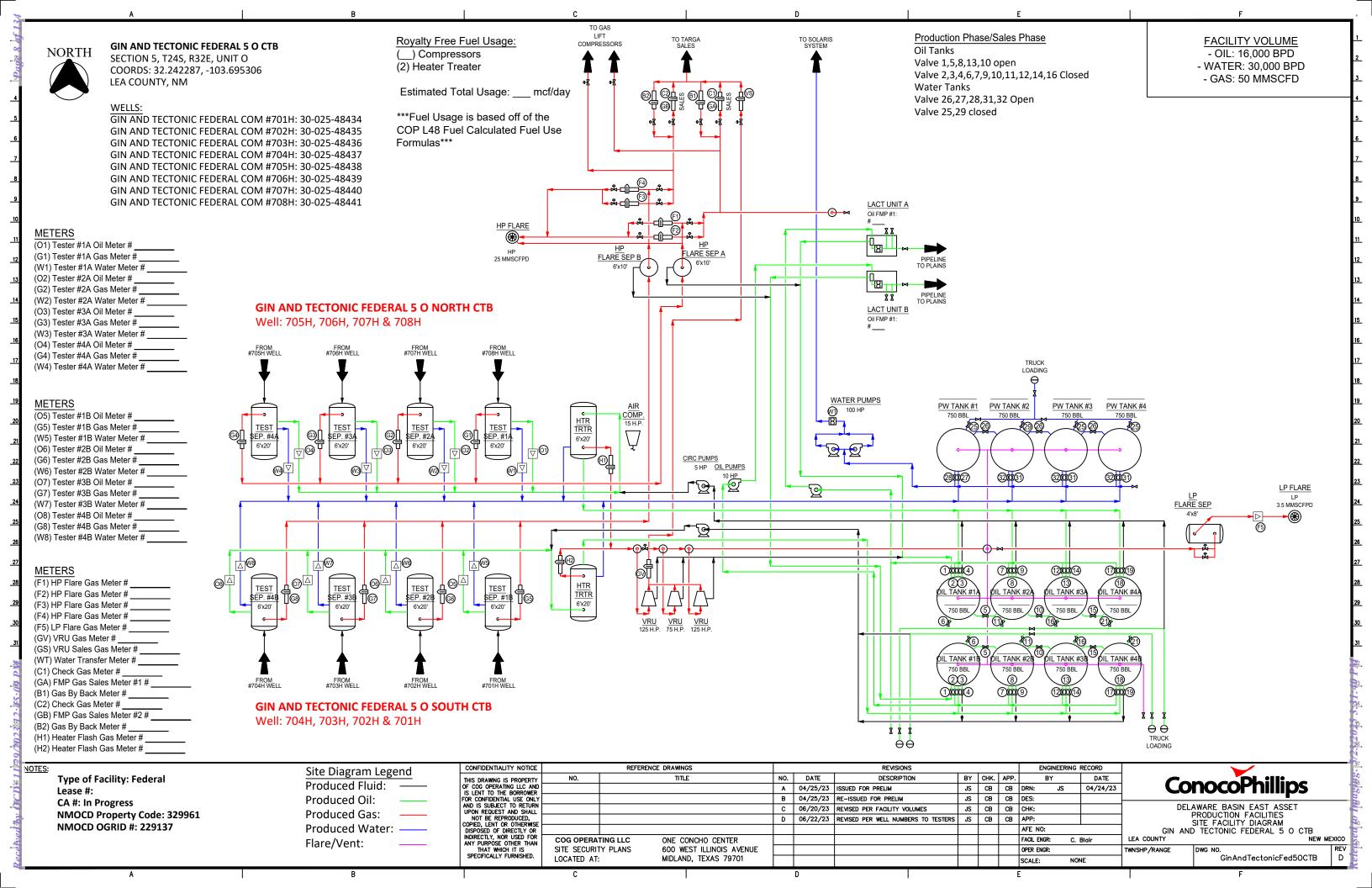
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	5	24-S	32-E		300	SOUTH	2625	EAST	LEA

#### Bottom Hole Location If Different From Surface

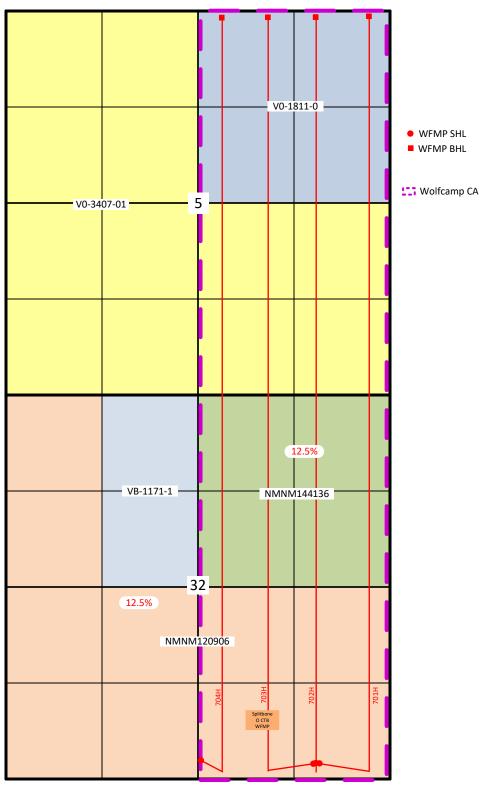
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
В	32	23-S	32-E		50	NORTH	2320	EAST	LEA
Dedicated Acres	s Joint o	r Infill C	nsolidation	Code Or	der No.				
639.13									

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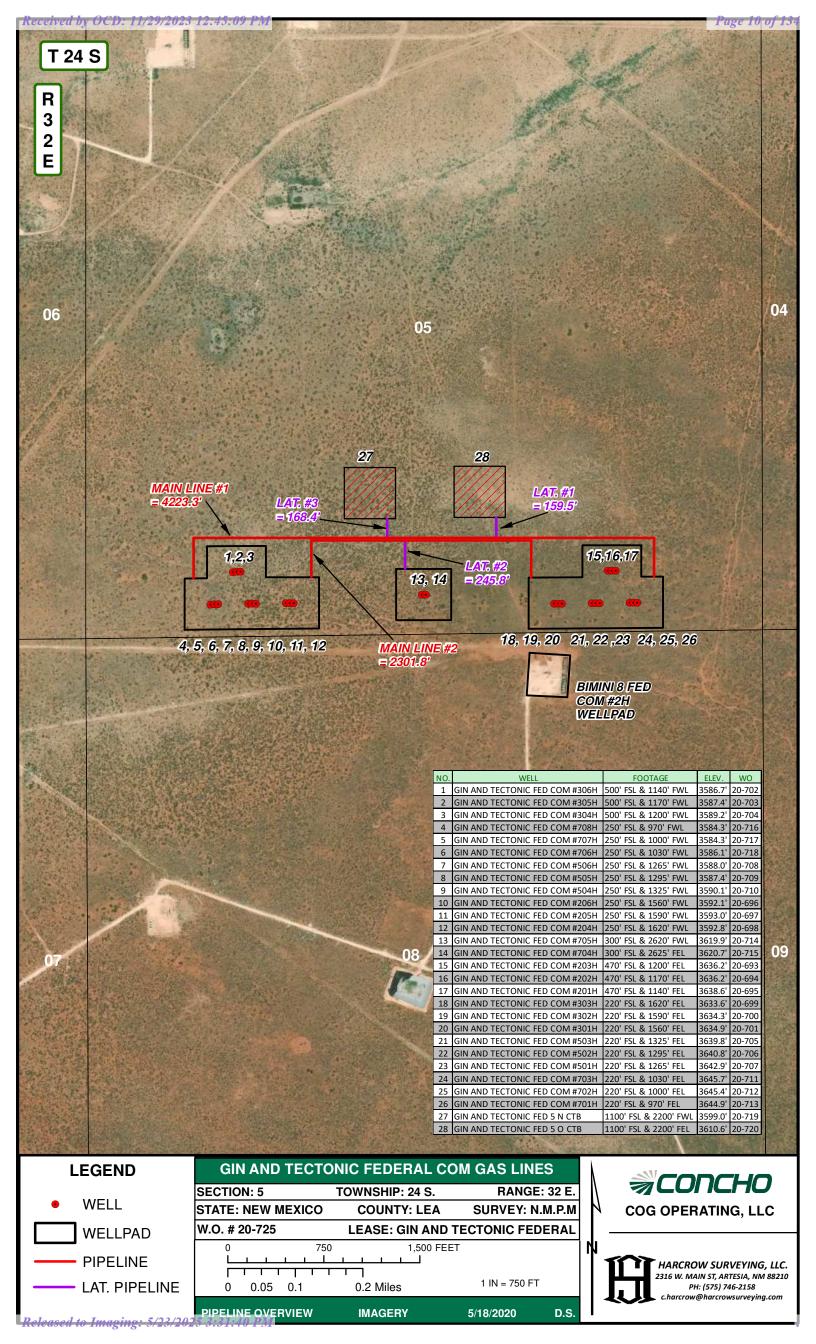




Gin & Tectonic Federal Wells



Sec. 5-T23S R32E Sec 32-T24S-R32E Lea County, NM



# Gin And Tectonic Fed Com 701H-704H & Red Hills and Jal Offload Station Map



	GIN & TECTONIC FED COM 701H-704H							
Date Sent	Initials	Name	Address	City	State	ZipCode	Certified Return Receipt No.	Delivered
11.29.23	JB	Alpha Energy Partners, LLC	508 West Wall St. Ste 1200	Midland	TX	79701	7017 3040 0000 1205 8905	
11.29.23	JB	Ball Oil and Gas, LLC	3106 N. Montana Ave.	Roswell	NM	88201	7017 3040 0000 1205 8912	
11.29.23	JB	Capitan Mountain Oil and Gas, LLC	3106 N. Montana Ave.	Roswell	NM	88201	7017 3040 0000 1205 8929	
11.29.23	JB	Gerald Childress and wife, Martha G. Childress	2015 Brazos Street	Roswell	NM	88201	7017 3040 0000 1205 8936	
11.29.23	JB	H. Lee & Joanne W. Harvard Trust, H. Lee Harvard & Jeffrey L. Harvard, Co-Trustees	P.O. Box 936	Roswell	NM	88202	7017 3040 0000 1205 8943	
11.29.23	JB	Harvard Petroleum Company, LLC	200 E. Second Street	Roswell	NM	88201	7017 3040 0000 1205 8950	
11.29.23	JB	Har-Vest, LLC	200 E. Second Street	Roswell	NM	88201	7017 3040 0000 1205 8967	
11.29.23	JB	J 4 Family Limited Partnership	703 Brazos Street	Roswell	NM	88201	7017 3040 0000 1205 8974	
11.29.23	JB	Patricia Darlene Rodak, as sp	817 East 5th Street	Roswell	NM	88201	7017 3040 0000 1205 8981	
11.29.23	JB	Northern Oil and Gas, Inc.	4350 Baker Road, Ste 400	Minnetonka	MN	55343	7017 3040 0000 1205 8998	
11.29.23	JB	WPX Energy Permian, LLC	333 W. Sheridan Avenue	Oklahoma City	ОК	73102	7017 3040 0000 1205 9001	
11.29.23	JB	SLO	PO Box 1148	Santa Fe	NM	87504-1148	7017 3040 0000 1205 9018	
11.29.23	JB	BLM	620 E. Green Street	Carlsbad	NM	88220	7017 3040 0000 1205 9025	

Received by OCD: 11/29/2023 12:45:09 PM

# **Federal Communitization Agreement**

Contract No	

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of August, 2023, 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 notowned 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 heretoas follows:

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

Township 23 South, Range 32 East, N.M.P.M.

Section 32: E2

Township 24 South, Range 32 East, N.M.P.M.

Section 5: Lots 1 & 2, S2NE, SE Lea County, New Mexico

Containing **639.13** acres, and this agreement shall include only the **Wolfcamp** formation underlying said lands and 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, andthe authorization, if any, for communitizing or pooling any patented or fee landswithin the communitized area.
- 3. The Operator of the communitized area shall be COG Operating LLC, As Operator, 600 W. Illinois Avenue, Midland, Texas 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

Received by OCD: 11/29/2023 12:45:09 PM

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.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal Lease.

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 **June 1, 2023**, 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 terminatedat 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. <u>Nondiscrimination.</u> 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 arehereby 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: \_//-/4-23

Ryan D. Owen
Attorney-in-fact

**ACKNOWLEDGEMENT** 

STATE OF TEXAS

§

§

**COUNTY OF MIDLAND** 

§

NOTARY PUBLIC in and for the State of Texas

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

			COG OPERATING LLC
Date:	11-14-23	_ By:	Ry D. /-
			Ryan D. Owen
			Attorney-in-fact
			The state of the s
			COG PRODUCTION LLC
Date:	11-14-23	D	(1- ) L
Date.		_ By:	3.4
			Ryan D. Owen
			Attorney-in-fact
			ALPHA ENERGY PARTNERS, LLC
Date:		Ву:	ALITA ENERGITARING, EEC
- 4.40	***************************************	_	MALES (1994-1994) (1994-1994) (1994-1994) (1994-1994-1994) (1994-1
		Name:	-
		Title:	
			BALL OIL AND GAS, LLC
Date:		Ву:	,
Date.		_	
		Name:	
		Title:	
			CAPITAN MOUNTAIN OIL AND GAS, LLC
Date:		Ву:	
		Name:	
		Title:	
			GERALD CHILDRESS & WIFE, MARTHA G. CHILDRESS
Date:		Ву:	•
		Name:	
		Title:	

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date:		By:	COG OPERATING LLC
			Ryan D. Owen Attorney-in-fact
Date:		P.v.	COG PRODUCTION LLC
Date.		Ву:	Ryan D. Owen Attorney-in-fact
Date:	08   29   2023	Ву:	ALPHA ENERGY PARTNERS, LLC
	•	Name: Title:	P. Nick Maxwell CEO
			BALL OIL AND GAS, LLC
Date:		Ву:	
		Name: Title:	
			CAPITAN MOUNTAIN OIL AND GAS, LLC
Date:		Ву:	
		Name: Title:	A A A A A A A A A A A A A A A A A A A
			GERALD CHILDRESS & WIFE, MARTHA G. CHILDRESS
Date:		Ву:	
		Name:	
		Title:	

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

# **COG Production LLC**

Date:	Ву:	
		Ryan D. Owen
		Attorney-In-Fact
		Alpha Energy Partners, LLC
Date:	Ву:	
	Name:	
	Title:	
		Northern Oil and Gas, Inc.
Date:	By:	
	Name:	
	Title:	
		WPX Energy Permian, LLC
Date:	Ву:	
	Name:	
	Title:	
		Harvard Petroleum Company LLC
Date:	June 20, 2023 By:	
		Jeff Harvard
	Title:	Manager
		H. Lee and Joanne Harvard Trust
Date:	June 20, 2023 By:	
Juc.		Jeff Harvard
	Title:	Trustee

		Har-vest, LLC
Date:	June 20, 2023	Ву:
	Nar	<sub>ne:</sub> Jeff Harvard
	Ti	<sub>tle:</sub> Manager
		Patricia Darlene Rodak
Date:	June 30, 2023	By: Catricia Walene Rodale
	Nar	ne: PATRICIA DARCENTE RODAX
	Tir	ile: /ND/V/DUALLY
		J4 Family Limited Partnership
Date:	June 20, 1023	By:
	**************************************	ne: Jeff Harvard
	Tit	le: General Partner
	/ /	Capitan Mountain Oil & Gas, LLC
Date:	10/27/2023	By:
	/ / Nan	ne: Jini BAIL
	Tit	le: <u>DRSANIZIER</u>
	/ /	Ball Oil & Gas, LLC
Date:	6/27/2023	By:
	/ / Nan	ne: Jm B4tt
	Tit	le: <u>MGANIZER</u>
		Gerald Childress et ux, Martha Childress
Date:	June 302023	so Janard
	Nan	
		Personal Representative le: Executrix for the Estate of Gerald Childress
	110	and Attorney-In-Fact for Martha Childress

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# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD cont.

# H. LEE & JOANNE W. HARVARD TRUST, H. LEE HARVARD & JEFFREY L. HARVARD, CO-TRUSTEES

Date:	By:		
	Name:		
	Title:		
		HARVARD PETROLEUM COMPANY, LLC	
Date:	By:		
	Name:		
	Title:	MANUFACTURE CONTRACTOR	
		HAR-VEST, LLC	
Date:	Ву:		
	Name:		
	Title:		
		J 4 FAMILY LIMITED PARTNERSHIP	
Date:	Ву:	ALL	
	Name:		
	Title:		<del></del>
		NORTHERN OIL AND GAS, INC.	
Date:	Ву:		<u>B&amp;</u>
	Name:	Andrew Voelker	
	Title:	Attorney-in-Fact	
		PATRICIA DARLENE RODAK	
Date:	Ву:	- ,	
	Name:		
	Title:		
		1.	

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD cont.

Date:	9-20-2023	Ву:	IN In I	****
		Name:	David M. Korell	A4
		Title:	Land Manager	
Date:	9-70-2023	Ву:	DEVON ENERGY PRODUCTION CO. LP	
		Name:	David M. Korell	M
		Title:	Land Manager	

# **ACKNOWLEDGEMENT**

STATE OF TEXAS	§ §	
COUNTY OF MIDLAND		
		, 2023, by Ryan D. Owen, as limited liability company, on behalf of said limited
		NOTARY PUBLIC in and for the State of Texas
STATE OF TEXAS	§	
COUNTY OF MIDLAND	§ §	
The instrument was acl attorney-in-fact of <b>COC</b> liability company.	knowledged before me on G PRODUCTION LLC, a Texas I	, 2023, by Ryan D. Owen, as imited liability company, on behalf of said limited
		NOTARY PUBLIC in and for the State of Texas
STATE OF	_§	
COUNTY OF	9 _§	
	knowledged before me on , as, on behalf of same.	, 2023, by , of <b>ALPHA ENERGY PARTNERS, LLC</b> , a
		Notary Public - State of
STATE OF	_§	
COUNTY OF	§ _§	
	nowledged before me on as, as, on behalf of same.	
		Notary Public - State of
		GIN & TECTONIC FED COM F2 WC-CA

# **ACKNOWLEDGEMENT**

STATE OF TEXAS	§ §	
COUNTY OF MIDLAND	§	
The instrument was ack attorney-in-fact of <b>COG</b> liability company.	knowledged before me on GOPERATING LLC, a Delaware	, 2023, by Ryan D. Owen, a limited liability company, on behalf of said limite
		NOTARY PUBLIC in and for the State of Texas
STATE OF TEXAS	§	
COUNTY OF MIDLAND	§ §	
		, 2023, by Ryan D. Owen, a mited liability company, on behalf of said limite
		NOTARY PUBLIC in and for the State of Texas
STATE OF TOUNTY OF Middaw	- S - S	
COUNTY OF MUCHAUVE	<u>(</u> 9	
The instrument was ack P-NICK Max Pexas Lu	knowledged before me on	MGUST 29 , 2023, b  Of ALPHA ENERGY PARTNERS, LLC,
STAT	BERGMAN IRBY tary Public E OF TEXAS 133609335 Exp. Feb. 24, 2026	Notary Public - State of Toxas
STATE OF	_§	
COUNTY OF	§ _§	
	knowledged before me on	
	, on behalf of same.	
		Notary Public - State of
		GIN & TECTONIC FED COM E2 WC-C/

STATE OF NEW MEXICO \$	
COUNTY OF CHAVES §	
This instrument was acknowledged before me	on the Zalle day of June 2023
	, <sub>as</sub> Manager
of Harvard Petroleum Company LLC, a New Mexico	
or Harvard Petroleum Company LLC, a	J. J. on behan or same.
STATE OF NEW MEXICO	Metissa Carlle
NOTARY PUBLIC MELISSA RANDLE	Notary Public in and for the State of Nau Mexico
COMMISSION # 1080116	My Commission Expires: Warch 10 2024
STATE OF VEW MEXICO §	
§	
COUNTY OF CHAVES §	
This instrument was acknowledged before me	e on the ZDYLL day of June , 2023
	_ as Trustee
of The H. Lee and Joanne Harvard Trust, a New Me	orde O to the same.
STATE OF NEW MEXICO NOTARY PUBLIC	Welles Parle
MELISSA RANDLE	Notary Public in and for the State of New Mexico
COMMISSION # 1080116	My Commission Expires: (Narclub 2024
STATE OF EXPIRES MARCH 10, 2024	
COUNTY OF <u>CHAVES</u> §	
<del></del> -	
This instrument was acknowledged before me	
<sub>by</sub> <u>Jeff Harvard</u>	<sub>as</sub> Manager
of Har-Vest, LLC, a New Mexico limited liabilit	y Confunyon behalf of same.
STATE OF NEW MEXICO	$\sim 1 - 0$
NOTARY PUBLIC	1 Helissa Candle
MELISSA RANDLE COMMISSION # 1080116	Notary Public in and for the State of New ico
EXPIRES MARCH 10, 2024	My Commission Expires: Warch 10, 2024
STATE OF NEW MEKICO §	
§	
COUNTY OF CHAVES §	
This instrument was acknowledged before me	on the 30/4 day of June , 2023
by Patricia Darlene Rodak.	
STATE OF NEW MEXICO NOTARY PUBLIC	N' felisso landle
MELISSA RANDLE	Notary Public in and for the State of New Mexico
COMMISSION # 1080116 EXPIRES MARCH 10, 2024	My Commission Expires: Warch 10,7024

STATE OF NEW MEXICO \$			
COUNTY OF CHAVES §			
	fore me on the Zaklu day of June 2023		
by Jeff Harvard	as General Partner		
of J4 Family Limited Partnership, a Meu Meu	ico limited partnership on behalf of same.		
STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 EXPIRES MARCH 10, 2024	Notary Public in and for the State of New Mexico  My Commission Expires: March 10, 2024		
STATE OF NEW MEXICO \$ \$ COUNTY OF CHAVES \$			
This instrument was acknowledged before	ore me on the 274 day of June , 2023		
by Jin Ball	, as Organize (		
of Capitan Mountain Oil & Gas, LLC, a <u>New Me</u>	reicolimited lido. Tity Company, on behalf of same.		
STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 EXPIRES MARCH 10, 2024	Notary Public in and for the State of New Mexico  My Commission Expires: Warch 10, 2024		
STATE OF NEW MEXICO §			
\$ COUNTY OF <u>CHAVES</u> \$			
and the second s	ore me on the 27th day of June 2023		
by Iim Ball	as <u>Organizer</u>		
of Ball Oil & Gas, LLC., a New Mexicolimit			
STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE	Notary Public in and for the State of New Wexi co		
COMMISSION # 1080116 EXPIRES MARCH 10, 2024	My Commission Expires: Warch 10 2024		
STATE OF WEN MEKICO \$			
COUNTY OF CHAVES §			
<del></del>	344		
	ore me on the 30th day of June , 2023		
by Gerald Childress et ux, Martha G. Childress Jane Harvard, Executrix for the Estate of Gerald Childress and Attorney-In-Fact for Martha Childress.			
Cinicitess and Altorney-in-Fact for Ma	Melisia Canble		
STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 EXPIRES MARCH 10, 2024	Notary Public in and for the State of New Mexico  My Commission Expires: (Necuro 2024)		

# ACKNOWLEDGEMENT cont.

STATE OF	§	
COUNTY OF	9 §	
		, of <b>HAR-VEST, LLC</b> , a
	, on behalf of sam	c.
		Notary Public - State of
STATE OF	§ §	
COUNTY OF	§	
The instrument w	as acknowledged before me or	of <b>J 4 FAMILY LIMITED PARTNERSHIP</b> ,
a	on behalf of sa	me.
		Notary Public - State of
STATE OF M. N. O. COUNTY OF COUNTY O	as acknowledged before me or	September 5, 2023, by
Andrew Vocin Delaviore C	on behalf of sam	in - Fact of NORTHERN OIL AND GAS, INC., a e.
	PAMELA DIANE MCWHIRTER  Notary Public  Minnesota  My Commission Expires January 31, 2025	Notary Public - State of Minnesofa
STATE OF	§ §	
COUNTY OF	<u> </u>	
	as acknowledged before me or , AS SEPARATE PROPERTY.	, 2023, by <b>PATRICIA</b>
		Notary Public - State of

# ACKNOWLEDGEMENT cont.

STATE OF OKLAHOMA §			
COUNTY OF OKlahonsa			
The instrument was acknowledged David M. Korell , as	before me on September 1	<u>Hember 20</u> of WPX ENERGY	2023, by PERMIAN, LLC., a
Delaware limited liability company on	behalf of same.		
STATE OF OKLAHOMA §	# 13010307 ###################################	Cynthia Shee Notary Public - State	
§	·ommo-		
COUNTY OF OKLAHOMA §			
	Land Manager	Hember 20, , of DEVON ENERGY	2023, by PRODUCTION CO.
LP., a Oklahoma liited partnership	on behalf of same.		
	# 13010807 # 13010807	Notary Public - State	heldn of <u>Oklahema</u>

# **EXHIBIT "A"**

Plat of communitized area covering **639.13** acres in E2 of Section 32, Township 23 South, Range 32 East and Lots 1, 2, S2NE4, SE4 of Section 5, Township 24 South, Range 32 East N.M.P.M., Lea County, New Mexico.

Tract 1: Sec 32: NE4 V0-1811	
Tract 2: Sec 32: SE4 V0-3407	
Tract 3: Sec 5: Lots 1, 2, S2NE4 NMNM-144136	
<b>Tract 4:</b> Sec 5: SE4 NM-120906	

	40	40
	40	40
	40	40
Sec. 32	40	40
	39.66	39.47
	40	40
	40	40
Sec. 5	40	40

#### **EXHIBIT "B"**

Leases covering communitized area covering the E2 of Section 32, Township 23 South, Range 32 East and Lots 1, 2, S2NE4, SE4 of Section 5, Township 24 South, Range 32 East N.M.P.M., Lea County, New Mexico.

Operator of Communitized Area: COG Operating LLC

TRACT 1:

Lease Serial No.:

V0-1811

Lease Date:

April 1, 1986

Lease Term:

Five (5) Years Unrecorded

Recordation: Lessor:

State of New Mexico

Original Lessee:

Case-Pomeroy Oil Company

Current Lessee of Record:

Harvard Petroleum Company, et al.

Description:

Insofar and only insofar as said lease covers:

Township 23 South, Range 32 East

Section 32: NE

Lea County, New Mexico

Number of Acres:

160.00

Royalty Rate:

16.67%

WI Owners Names and Interests COG Operating LLC

70.067500% Harvard Petroleum Company LLC H. Lee Harvard and Joanne Harvard Trust 2.542500% Gerald Childress et ux, Martha G. Childress 1.130000% 1.130000% J4 Family Limited Partnership Patricia D. Rodak 1.130000% Capitan Mountain Oil & Gas, LLC 1.000000% 1.000000% Ball Oil and Gas, LLC 1.000000% Har-Vest, LLC 0.500000% Alpha Energy Partners, LLC

> 0.500000% 100.00000%

20.000000%

**ORRI Owners:** 

Of Record.

TRACT 2:

Lease Serial No.:

V-3407

Lease Date:

September 1, 1990

Northern Oil & Gas, Inc.

Lease Term:

Five (5) Years

Recordation:

Unrecorded

Lessor:

State of New Mexico

Original Lessee:

Devon Energy Production Company, L.P.

Current Lessee of Record:

COG Operating LLC, et al.

Description:

Insofar and only insofar as said lease covers:

Township 23 South, Range 32 East

Section 32: SE4

Lea County, New Mexico

Number of Acres:

160.00

Royalty Rate:

16.67%

WI Owners Names and Interest: COG Operating LLC

85.0000000% WPX Energy Permian, LLC 15.0000000%

100.0000000%

**ORRI Owners:** 

Of Record.

TRACT 3:

Lease Serial No.:

**NMNM 144136** 

Lease Date:

September 1, 1988

Lease Term:

Five (5) Years

Recordation:

Unrecorded

Lessor:

United States of America

Original Lessee:

Exxon Corporation

Current Lessee of Record:

COG Operating LLC

Description:

Insofar and only insofar as said lease covers:

Township 24 South, Range 32 East

Section 5: Lots 1, 2, S2NE4 Lea County, New Mexico

Number of Acres:

159.13

Royalty Rate:

12.5%

WI Owners Names and Interests COG Operating LLC

**ORRI Owners:** 

Of Record.

TRACT 4:

Lease Serial No.:

NMNM 120906

Lease Date:

November 1, 2008

Lease Term:

Ten (10) Years

Recordation: Lessor:

Unrecorded United States of America

Original Lessee:

**OGX Resources LLC** 

Current Lessee of Record:

COG Production LLC

Description:

Insofar and only insofar as said lease covers:

Township 24 South, Range 32 East

Section 5: SE4

Lea County, New Mexico

Number of Acres:

160.00

Royalty Rate:

12.5%

WI Owners Names and Interests COG Production LLC

100%

100%

**ORRI Owners:** 

Of Record.

# RECAPULATION

TRACT NO.	NO. OF ACRES COMMITTED	PERCENT OF INTEREST IN	
		COMMUNITIZED AREA	
1	160.00	25.03%	
2	160.00	25.03%	
3	159.13	24.90%	
4	160.00	25.03%	
TOTAL	639.13	100.00%	

#### **Federal Communitization Agreement**

Contract No.	
--------------	--

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of August, 2023, 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 notowned 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 heretoas follows:

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

Township 23 South, Range 32 East, N.M.P.M.

Section 32: E2

Township 24 South, Range 32 East, N.M.P.M.

Section 5: Lots 1 & 2, S2NE, SE Lea County, New Mexico

Containing 639.13 acres, and this agreement shall include only the Wolfcamp formation underlying said lands and 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, andthe authorization, if any, for communitizing or pooling any patented or fee landswithin the communitized area.
- 3. The Operator of the communitized area shall be COG Operating LLC, As Operator, 600 W. Illinois Avenue, Midland, Texas 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 andfour (4) executed

- 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.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal Lease.

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

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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 June 1, 2023, 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 terminatedat 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

- It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized 12. 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.
- This agreement shall be binding upon the parties hereto and shall extend to and be binding upon 13. their respective heirs, executors, administrators, successors, and assigns.
- This agreement may be executed in any number of counterparts, no one of which needs to be 14. 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 arehereby 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: 11-14-23

Ryan D. Owen Attorney-in-fact

ACKNOWLEDGEMENT

STATE OF TEXAS

§ ş

§

COUNTY OF MIDLAND

The instrument was acknowledged before me on \_\_\_\_\_ , 2023, by Ryan D. Owen, as attorney-in-fact of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC in and for the State of Texas

Received by OCD: 11/29/2023 12:45:09 PM

# Received by OCD: 11/29/2023 12:45:09 PM

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

			COG OPERATING LLC
Date:	11-14-23	Ву:	<u></u>
			Ryan D. Owen
			Attorney-in-fact
			COG PRODUCTION LLC
Date:	11-14-27	Ву:	<u></u>
			Ryan D. Owen
			Attorney-in-fact
			ALPHA ENERGY PARTNERS, LLC
Date:		Ву:	
		Name:	
		Title:	
			•
			BALL OIL AND GAS, LLC
Date:	- MARY	Ву:	
		Name:	
		Title:	
			CAPITAN MOUNTAIN OIL AND GAS, LLC
Date:		. By:	
		Name:	- Library - Libr
		Title:	
			GERALD CHILDRESS & WIFE, MARTHA G. CHILDRESS
Date:		By:	
		Name:	
		Title:	

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

			COG OPERATING LLC
Date:		Ву:	APPER STATE OF THE
			Ryan D. Owen
			Attorney-in-fact
			COG PRODUCTION LLC
Date:		Ву:	
			Ryan D. Owen
			Attorney-in-fact
	,		ALPHA ENERGY PARTNERS, LLC
Date:	8/29/2023	By:	Pwombo
	`  '	Name:	P. Nick Maxwell
		Title:	Œ
			BALL OIL AND GAS, LLC
Date:		By:	
		Name:	
		Title:	
			CAPITAN MOUNTAIN OIL AND GAS, LLC
Date:		Ву:	
		Name:	
		Title:	
			GERALD CHILDRESS & WIFE, MARTHA G. CHILDRESS
Date:		Ву:	
		Name:	
		Title:	

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

# COG Production LLC

Date:	B	y:
		Ryan D. Owen
		Attorney-in-Fact
		Alpha Energy Partners, LLC
Date:	B	/÷
	Name	2:
	Title	*
		Northern Oil and Gas, Inc.
Date:	B <sub>1</sub>	<i>f</i> :
		::
		*
		WPX Energy Permian, LLC
Date:	By	:
	Title	
		Harvard Petroleum Company LLC
Date:	June 20 2023 By	
	Name	: Jeff Harvard
	Title	: Manager
		At 1
		H. Lee and Joanne Harvard Trust
Date:	June 20, 2023 By	
		: Jeff Harvard
	Title	: Trustee

	Har-Vest, LLC
Date: <u>June</u> 20, 2023	By: Name: Jeff Harvard
	Title: Manager
	Patricia Darlene Rodak
Date: <u>June 39,2023</u>	By: PATRACIA Darling Rodak
	Name: PATRICIA OARCENE RODAK
	Title: INDIVIOUALLY
	J4 Family Limited Partnership
Date: <u>June 20,2023</u>	Ву:
	Name: Jeff Harvard
	Title: General Partner
/ /	Capitan Mountain Oil & Gas, LLC
Date: 6/27/2023	By:
	Name: JIM BATT
	Title: DREMIZER
	Ball Oil & Gas, LLC
Date: /0/27/2023	By:
	Name: TIM BALL
	Title: <u>ORGANIZER</u>
	Gerald Childress et ux, Martha Childress
Date: <u>June 30,2023</u>	By Dane Haward
	Name: Jane Harvard
	Title: Executrix for the Estate of Gerald Childress
	and Attorney-In-Fact for Martha Childress

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD cont.

H. LEE & JOANNE W. HARVARD TRUST, H. LEE HARVARD & JEFFREY L. HARVARD, CO-TRUSTEES

Date:	E	Ву: .	
	N	Name:	
	т.	Title:	
			HARVARD PETROLEUM COMPANY, LLC
Date:	F	Ву:	
Date.	100	Name:	
		Title:	
			HAR-VEST, LLC
Date:	F	Зу:	
Dute.		Name:	
		Title:	
			J 4 FAMILY LIMITED PARTNERSHIP
Date:	6	Ву:	
	N	Name:	
	т	Title:	
			NORTHERN OIL AND GAS, INC.
Date:	E	Зу:	
	ı	Name:	Andrew Voelker
	т	Title:	Attorney-in-Fact
			PATRICIA DARLENE RODAK
Date:	E	Ву: .	
	Ŋ	Name:	
	Т	Title:	

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD cont.

Date:	9-20-2023	By:	du n	8
		Name:	David M, Korell	P.**
		Title:	Land Manager	
	٠		DEVON ENERGY PRODUCTION CO. LP	
Date:	9-20-2023	Ву:	- the are	N1
		Name:	David M. Korell	-
		Title:	Land Manager	

# **ACKNOWLEDGEMENT**

STATE OF TEXAS	§ §	
COUNTY OF MIDLAND	§	
The instrument was acl attorney-in-fact of COG liability company.	knowledged before me on G OPERATING LLC, a Delaware	, 2023, by Ryan D. Owen, as limited liability company, on behalf of said limited
		NOTARY PUBLIC in and for the State of Texas
STATE OF TEXAS	§ §	
COUNTY OF MIDLAND		
The instrument was ac attorney-in-fact of CO liability company.	knowledged before me on G PRODUCTION LLC, a Texas li	, 2023, by Ryan D. Owen, as mited liability company, on behalf of said limited
		NOTARY PUBLIC in and for the State of Texas
	c	
STATE OF	9 8	·
COUNTY OF	§	
	knowledged before me on , as, on behalf of same.	2023, by of ALPHA ENERGY PARTNERS, LLC, a
		Notary Public - State of
STATE OF		
COUNTY OF	§ _§	
	knowledged before me on , as, on behalf of same.	2023, by of BALL OIL AND GAS, LLC, a
		Notary Public - State of
		GIN & TECTONIC FED COM E2 WC-CA

# **ACKNOWLEDGEMENT**

STATE OF TEXAS	§ §	
COUNTY OF MIDLAND	§	
The instrument was ack attorney-in-fact of <b>COG</b> liability company.	nowledged before me on OPERATING LLC, a Delaware	, 2023, by Ryan D. Owen, as imited liability company, on behalf of said limited
		NOTARY PUBLIC in and for the State of Texas
STATE OF TEXAS	§ §	
COUNTY OF MIDLAND	§	
The instrument was actattorney-in-fact of <b>CO</b> 0 liability company.	knowledged before me on B PRODUCTION LLC, a Texas li	, 2023, by Ryan D. Owen, as mited liability company, on behalf of said limited
		NOTARY PUBLIC in and for the State of Texas
STATE OF	_\$ §	
COUNTY OF	_§	
The instrument was act P. NICK MAXII TEXAS INC	knowledged before me on A MAI as CFO on behalf of same.	of ALPHA ENERGY PARTNERS, LLC, a
	EN BERGMAN IRBY Notary Public STATE OF TEXAS ID#133609335 omm. Exp. Feb. 24, 2026	Notary Public - State of Texas
STATE OF	_§	$\bigcup$
COUNTY OF	\$ _§	
The instrument was acl	ممسم والمالي المالي	, 2023, by , of <b>BALL OIL AND GAS, LLC</b> , a
		Notary Public - State of
		GIN & TECTONIC FED COM E2 WC-CA

STATE OF MEN MEXICO \$	
STATE OF MEN MEXICO §	
COUNTY OF CHANES §	
This instrument was acknowledged before m	ne on the 20 He day of June 2023
	, as Manager
· · · · · · · · · · · · · · · · · · ·	co limited liability company on behalf of same.
STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116	Notary Public in and for the State of Naw Mexico  My Commission Expires: (Narch 10, 2024)
EXPIRES MARCH 10, 2024	My Commission expires.
STATE OF <u>NEW MEXICO</u> §  S  COUNTY OF <u>CHAVES</u> §	
This instrument was acknowledged before r	ne on the 2044 day of June 2023
of The H. Lee and Joanne Harvard Trust, a New Me	
STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 STATE OF EXPIRES MARCH 10, 2025  ALEW MEXICO \$ COUNTY OF CHAVES \$	Notary Public in and for the State of New Mexico  My Commission Expires: March 10, 2024
This instrument was acknowledged before m	e on the Zollh day of June , 2023
<sub>by</sub> Jeff Harvard	, as Manager
STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 EXPIRES MARCH 10, 2024  STATE OF NEW MEXICO S §	
COUNTY OF CHAVES §	
This instrument was acknowledged before m	e on the 30th day of Tune 2023
by Patricia Darlene Rodak.	
STATE OF NEW MEXICO  NOTARY PUBLIC  MELISSA RANDLE  COMMISSION # 1080116  EXPIRES MARCH 10, 2024	Notary Public in and for the State of New Mexico  My Commission Expires: Narch 10, 2024

STATE OF MEN MEXICO \$	
COUNTY OF CHAUES §	
This instrument was acknowledged before moby Jeff Harvard	
of J4 Family Limited Partnership, a <u>Meயinexica lia</u>	vited partnership on behalf of same.
STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 EXPIRES MARCH 10, 2024	Notary Public in and for the State of New Mexico  My Commission Expires: [Narch 10, 2024]
STATE OF WENTED S S COUNTY OF CHAVES	
	on the 27kg day of June , 2023
by Jim Ball	_as_Organizer
of Capitan Mountain Oil & Gas, LLC, a <u>New Mexico</u>	limited liability company on behalf of same.
STATE OF NEW MEXICO  NOTARY PUBLIC  MELISSA RANDLE  COMMISSION # 1080116  EXPIRES MARCH 10, 2024	Notary Public in and for the State of New Mexico  My Commission Expires: Narch 10, 2024
STATE OF NEW MERICO \$  S  COUNTY OF CHAVES  S	
This instrument was acknowledged before me	on the ZHU day of June , 2023
by JimBall	, as <u>Organizer</u>
of Ball Oil & Gas, LLC., a New Mexico limited liab	
STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 EXPIRES MARCH 10, 2024	Notary Public in and for the State of New Mexico  My Commission Expires: March 10, 7024
STATE OF NEW MERICO \$  \$  COUNTY OF CHAVES \$	
This instrument was acknowledged before me	
by Gerald Childress et ux, Martha G. Childress Jane	Harvard, Executrix for the Estate of Gerald
Childress and Attorney-In-Fact for Martha	Childress.
	Notary Public in and for the State of New Mexico
STATE OF NEW MEXICO  NOTARY PUBLIC  MELISSA RANDLE  COMMISSION # 1080116  EXPIRES MARCH 10, 2024	My Commission Expires: Ward 10, 2024

# ACKNOWLEDGEMENT cont.

STATE OF	§		
COUNTY OF	§ §		
	_		, 2023, by , of <b>HAR-VEST, LLC</b> , a
	, (	as on behalf of same.	, of <b>HAR-VEST, LLC</b> , a
			Notary Public - State of
STATE OF	§		
COUNTY OF		ad bafana ma an	2022 by
	, a	is	
a		, on behalf of same.	·
			Notary Public - State of
STATE OF MAYNES	<del>s</del>		
COUNTY OF HOM	efih §		
Indrew Voelke	<u></u>	as Altoney - in - Fr	of NORTHERN OIL AND GAS, INC., a
Delawore G	arparation, a	on behalf of same.	
PAMELA DIAN Notary Minn	E MCWHIRTER Public esota res January 31, 2025		Familal My Whiter
Section 18 Assessment		<b>.</b>	Notary Public - State of Munnesof
STATE OF	§ §		
COUNTY OF	§		
The instrument wa			, 2023, by PATRICIA
			Notary Public - State of

# ACKNOWLEDGEMENT cont. fore me on Systember 20, 2023, by and Manager of WPX ENERGY PERMIAN, LLC., a half-of same.

STATE OF OKLAHOMA §	
COUNTY OF OKlahana	
The instrument was acknowledged before me on David M. Korell as Land Manager	of weak energy permian, LLC., a
Delaware limited liability company on be Halfred same.	Anthra Shelder Hotary Public - State of Oklahoma
STATE OF OKLAHOMA §  COUNTY OF OKLAHOMA §	
The instrument was acknowledged before me on	ofenbu 50, 2023, by of DEVON ENERGY PRODUCTION CO.
LP., a Oklahoma liited partnership on behalf of same.	
# 13010807 # 13010807 # # 1725/25/25	Opatria Shelda Notary Public - State of Oklahama

# **EXHIBIT "A"**

Plat of communitized area covering **639.13** acres in E2 of Section 32, Township 23 South, Range 32 East and Lots 1, 2, S2NE4, SE4 of Section 5, Township 24 South, Range 32 East N.M.P.M., Lea County, New Mexico.

<b>Tract 1:</b> Sec 32: NE4 V0-1811					40	40
					40	40
Tract 2: Sec 32: SE4				Transaction of the state of the	40	40
V0-3407					40	40
	M	•				_
			Sec. 32		40	40
Tract 3: Sec 5: Lots 1, 2, S2NE4					39.66	39.47
NMNM-144136						<b>J</b>
					40	40
Tract 4:						
Sec 5: SE4 NM-120906					40	40
		-				
			Sec. 5		40	40

# EXHIBIT "B"

Leases covering communitized area covering the E2 of Section 32, Township 23 South, Range 32 East and Lots 1, 2, S2NE4, SE4 of Section 5, Township 24 South, Range 32 East N.M.P.M., Lea County, New Mexico.

Operator of Communitized Area:

COG Operating LLC

TRACT 1:

Lease Serial No.:

V0-1811

Lease Date:

April 1, 1986

Lease Term: Recordation: Five (5) Years Unrecorded

Lessor:

State of New Mexico

Original Lessee:

Case-Pomeroy Oil Company

Current Lessee of Record:

Harvard Petroleum Company, et al.

Description:

Insofar and only insofar as said lease covers:

Township 23 South, Range 32 East

Section 32: NE

Lea County, New Mexico

Number of Acres: Royalty Rate:

160.00 16.67%

WI Owners Names and Interests COG Operating LLC

20.000000% 70.067500%

Harvard Petroleum Company LLC 2.542500% H. Lee Harvard and Joanne Harvard Trust 1.130000% Gerald Childress et ux, Martha G. Childress 1.130000% J4 Family Limited Partnership 1.130000% Patricia D. Rodak 1.000000% Capitan Mountain Oil & Gas, LLC 1.000000% Ball Oil and Gas, LLC 1.000000% Har-Vest, LLC 0.500000% Alpha Energy Partners, LLC 0.500000% Northern Oil & Gas, Inc.

100.00000%

**ORRI Owners:** 

Of Record.

TRACT 2:

Lease Serial No.:

V-3407

Lease Date:

September 1, 1990

Lease Term:

Five (5) Years

Recordation:

Unrecorded

Lessor:

State of New Mexico

Original Lessee:

Devon Energy Production Company, L.P.

Current Lessee of Record:

COG Operating LLC, et al.

Description:

Insofar and only insofar as said lease covers:

Township 23 South, Range 32 East

Section 32: SE4

Lea County, New Mexico

Number of Acres:

160.00

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Royalty Rate:

16.67%

WI Owners Names and Interests COG Operating LLC

WPX Energy Permian, LLC

85.0000000% 15.0000000% 100.0000000%

**ORRI Owners:** 

Of Record.

TRACT 3:

Lease Serial No.:

**NMNM 144136** 

Lease Date:

September 1, 1988

Lease Term: Recordation: Five (5) Years Unrecorded

Lessor:

United States of America

Original Lessee: Current Lessee of Record: Exxon Corporation

COG Operating LLC

Description:

Insofar and only insofar as said lease covers:

Township 24 South, Range 32 East

Section 5: Lots 1, 2, S2NE4 Lea County, New Mexico

Number of Acres:

159.13

Royalty Rate:

12.5%

WI Owners Names and Interests COG Operating LLC

100%

ORRI Owners:

Of Record.

TRACT 4:

Lease Serial No.:

NMNM 120906

Lease Date:

November 1, 2008

Lease Term: Recordation: Ten (10) Years

Unrecorded

Lessor:

OGX Resources LLC

United States of America

Original Lessee:

COG Production LLC

Current Lessee of Record: Description:

Insofar and only insofar as said lease covers:

Township 24 South, Range 32 East

Section 5: SE4

Lea County, New Mexico

Number of Acres:

160.00

Royalty Rate:

12.5%

WI Owners Names and Interests COG Production LLC

100%

ORRI Owners:

Of Record.

### **RECAPULATION**

TRACT NO.	NO. OF ACRES COMMITTED	PERCENT OF INTEREST IN COMMUNITIZED AREA
1	160.00	25.03%
2	160.00	25.03%
3	159.13	24.90%
4	160.00	25.03%
TOTAL	639.13	100.00%

## **Federal Communitization Agreement**

Contract	No.	

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of August, 2023, 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 notowned 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 heretoas follows:

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

Township 23 South, Range 32 East, N.M.P.M.

Section 32: E2

Township 24 South, Range 32 East, N.M.P.M.

Section 5: Lots 1 & 2, S2NE, SE Lea County, New Mexico

Containing **639.13** acres, and this agreement shall include only the **Wolfcamp** formation underlying said lands and 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, andthe authorization, if any, for communitizing or pooling any patented or fee landswithin the communitized area.
- 3. The Operator of the communitized area shall be COG Operating LLC, As Operator, 600 W. Illinois Avenue, Midland, Texas 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

- 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.
- 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.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal Lease.

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

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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 **June 1**, **2023**, 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 terminatedat 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

- 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. <u>Nondiscrimination.</u> 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 arehereby 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: 1/-/4-23

Ryan D. Owen Attorney-in-fact

### ACKNOWLEDGEMENT

STATE OF TEXAS

§ §

COUNTY OF MIDLAND

§

The instrument was acknowledged before me on \_\_\_\_\_\_\_\_, 2023, by Ryan D. Owen, as attorney-in-fact of **COG Operating LLC**, a Delaware limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC in and for the State of Texas

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# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

			COG OPERATING ELC
Date:	11-14-23	Ву:	19.1
			Ryan D. Owen
			Attorney-in-fact
			COG PRODUCTION LLC
Date:	11-14-23	Ву:	
Date.	4 4	-,-	Ryan D. Owen
			Attorney-in-fact
			ALPHA ENERGY PARTNERS, LLC
Date:		Ву:	
		Name:	
		Title:	
			BALL OIL AND GAS, LLC
Date:		By:	
		Name:	
		Title:	
			CAPITAN MOUNTAIN OIL AND GAS, LLC
Date:		By:	
		Name:	
		Title:	
			THE ALD CHILDDESS O MART MADTIA C. CHILDDESS
_		<b>D</b>	GERALD CHILDRESS & WIFE, MARTHA G. CHILDRESS
Date:		_ By:	
		Name:	- August - A
		Title:	

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

			COG OPERATING LLC
Date:		Ву:	
			Ryan D. Owen
			Attorney-in-fact
			COG PRODUCTION LLC
Date:		Ву:	
			Ryan D. Owen Attorney-in-fact
			ALPHA ENERGY PARTNERS, LLC
Date:	9/29/2023	Ву:	DUNG
Date.	- <del>010 11000)</del>	Name:	P. Nick Maxwell
			Can
		Title:	<u></u>
			BALL OIL AND GAS, LLC
Date:		Ву:	
		Name:	
		Title:	
		•	
			CAPITAN MOUNTAIN OIL AND GAS, LLC
Date:		Ву:	
		Name:	
		Title:	
			GERALD CHILDRESS & WIFE, MARTHA G. CHILDRESS
Date:		By:	
		Name:	
		Title:	

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

# **COG Production LLC**

Date:	Ву:	
		Ryan D. Owen
		Attorney-In-Fact
		Alpha Energy Partners, LLC
Date:	Ву:	
	Name:	
	Title:	
		Northern Oil and Gas, Inc.
Date:	By:	
		WPX Energy Permian, LLC
Date:	Ву:	
	Name:	
	Title:	
		Harvard Petroleum Company LLC
Date: June 20, 2023	By:	
	Name:	Jeff Harvard
	Title:	Manager
		H. Lee and Joanne Harvard Trust
Date: June 20, 2023	Ву:	
	•	Jeff Harvard
	Title:	Trustee

		Har-vest, LLC
Date:		1-#11-road
	Name:	Jeff Harvard
	Title:	Manager
Date:		Patricia Darlene Rodak  Gatricia Lancene Racale  PATRICIA DARLENE RODAK  INDINDUALLE
		J4 Family Limited Partnership
		***
Date:	June 20, 2023 By:	
	Name:	Jeff Harvard
		General Partner
		Capitan Mountain Oil & Gas, LLC
	1/201/2000	
Date:	6/21/3020 By:	
	Name:	JIM BALL
	Title:	Manniel
		Ball Oil & Gas, LLC
	1/27/2012	
Date:	$\frac{O[X]/XOD}{}$ By:	
	, Name:	Jim Ball
	Title:	PranizeL
		- Company
		Gerald Childress et ux, Martha Childress
		a theward
Date:	June 30 2023 By:	June from and
	Name:	Jáne Harvard
	Title:	Executrix for the Estate of Gerald Childress
		and Attorney-In-Fact for Martha Childress

# Page 59 of 134

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD cont.

H. LEE & JOANNE W. HARVARD TRUST, H. LEE HARVARD & JEFFREY L. HARVARD, CO-TRUSTEES

Date:	Ву:	
	Na	me:
	Titl	e:
		HARVARD PETROLEUM COMPANY, LLC
Date:	By:	
	Na	me:
	Titl	e:
		HAR-VEST, LLC
Date:	By:	
	Na	me:
	Titl	e:
		J 4 FAMILY LIMITED PARTNERSHIP
Date:	Ву:	
	Na	me:
	Titl	e:
		NORTHERN OIL AND GAS, INC.
Date:	Вуз	NORTHERN OIL AND GES, INC.
	Na	me: Andrew Voelker
	Titl	e: Attorney -in - Fact
		PATRICIA DARLENE RODAK
Date:	Ву:	
	Na	me:
	Titl	e:

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD cont.

Date:	9-20-202}	By:	WPX ENERGY PERMIAN, LLC	
		Name:	David M. Korell	M
		Title:	Land Manager	
	_		DEVON ENERGY PRODUCTION CO. LP	
Date:	9-20-2023	By:	Chall on	M
		Name:	David M. Korell	, ,
		Title	Land Manager	

# **ACKNOWLEDGEMENT**

STATE OF TEXAS	§ §	
COUNTY OF MIDLAND		
The instrument was acl attorney-in-fact of <b>CO</b> 6 liability company.	knowledged before me on G OPERATING LLC, a Delaware l	, 2023, by Ryan D. Owen, as limited liability company, on behalf of said limited
		NOTARY PUBLIC in and for the State of Texas
STATE OF TEXAS	§ §	
COUNTY OF MIDLAND		
The instrument was ac attorney-in-fact of CO liability company.	knowledged before me on G PRODUCTION LLC, a Texas li	, 2023, by Ryan D. Owen, as mited liability company, on behalf of said limited
		NOTARY PUBLIC in and for the State of Texas
STATE OF	§ §	
COUNTY OF	§	
	, as	
	, on behalf of same.	
		Notary Public - State of
STATE OF	§	
COUNTY OF	\$ \$	
	cknowledged before me on as	
	, on behalf of same.	
		Notary Public - State of
		GIN & TECTONIC FED COM E2 WC-CA

# **ACKNOWLEDGEMENT**

STATE OF TEXAS	§ §		
COUNTY OF MIDLAND	§		
The instrument was ack attorney-in-fact of <b>COG</b> liability company.	nowledged before me on OPERATING LLC, a Delaware li	, 2023, by Rya mited liability company, on beha	n D. Owen, as If of said limited
		NOTARY PUBLIC in and for the S	tate of Texas
STATE OF TEXAS	§ §		
COUNTY OF MIDLAND	§		
The instrument was ack attorney-in-fact of <b>CO</b> 6 liability company.	nowledged before me on PRODUCTION LLC, a Texas lin	, 2023, by Rya nited liability company, on behal	n D. Owen, as f of said limited
		NOTARY PUBLIC in and for the S	tate of Texas
STATE OF	_\$ <b>\</b> \$		
COUNTY OF MALAN	AS .		
	nowledged before me on A (INOV) as (, on behalf of same.	AGUST 29, of ALPHA ENERGY PA	2023, by ARTNERS, LLC, a
STA	BERGMAN IRBY otary Public TE OF TEXAS 0#133609335 n. Exp. Feb. 24, 2026	Notary Public - State of	Texas
STATE OF		$\bigcup$	
COUNTY OF	\$ _\$		
	nowledged before me on as on behalf of same.	, of BALL OIL AN	2023, by <b>D GAS, LLC</b> , a
•			
		Notany Dublic State of	
		Notary Public - State of GIN & TECTONIC FEI	

STATE OF NEW MERICO \$	
COUNTY OF CHAVES §	
This instrument was acknowledged by Jeff Harvard  of Harvard Petroleum Company LLC, a Ne  STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 EXPIRES MARCH 10, 2024  STATE OF §	before me on the 20th day of June 2023
COUNTY OF §	11 has a marker of 2014 about 1 Table 2023
	before me on the Zoth day of June 2023
	, as Trustee
of The H. Lee and Joanne Harvard Trust, a	Jew Mexico Trust on behalf of same.
STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 STATE OF EXPIRES MARCH 10, 2024  COUNTY OF CHAVES  § COUNTY OF CHAVES §	Notary Public in and for the State of New Mexico  My Commission Expires: Wareh 10, 2024
This instrument was acknowledged	before me on the ZOHL day of June 2023
	<sub>as</sub> Manager
STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 EXPIRES MARCH 10, 2024 STATE OF NEW MEXICO  \$ COUNTY OF CARVES \$	Notary Public in and for the State of New Mexico  My Commission Expires: Warch 10, 2024
This instrument was acknowledged	before me on the 3044 day of June 2023
by Patricia Darlene Rodak.	
STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 EYDIRES MARCH 10, 2024	Notary Public in and for the State of New Mexico  My Commission Expires: Warch 10, 20 24

STATE OF ALEW MEXICO \$	
COUNTY OF <u>CHAVES</u> §	
This instrument was acknowledged before by Jeff Harvard	ore me on the Zoth day of June , 2023  as General Partner
	slimited Partnership on behalf of same.
of 14 Family Limited Fatthership, a New York	STANTIFE OF THE STATE OF STATE
STATE OF NEW MEXICO NOTARY PUBLIC	Melusa Cangle
MELISSA RANDLE	Notary Public in and for the State of New Mexico
COMMISSION # 1080116 EXPIRES MARCH 10, 2024	My Commission Expires: Warde 10, 2024
STATE OF NEW MEXICO \$	
COUNTY OF AHAVES §	
This instrument was acknowledged befo	re me on the 27th day of June 2023
by Jin Ball	as <u>Organize</u>
of Capitan Mountain Oil & Gas, LLC, a New Me	cico limited liability company, on behalf of same.
STATE OF NEW MEXICO	
NOTARY PUBLIC MELISSA RANDLE	Deliver ande
COMMISSION # 1080116	Notary Public in and for the State of New Mexico  My Commission Expires: March 10, 2024
EXPIRES MARCH 10, 2024	Was but to the state of the sta
STATE OF NEW MEKICO §	
COUNTY OF CHAVES §	
This instrument was acknowledged before	re me on the 27th day of June 2023
by Jin Ball	ar.
of Ball Oil & Gas, LLC., a Vere Wexicolimite	
STATE OF NEW MEXICO NOTARY PUBLIC	Dolesta Cankle
MELISSA RANDLE	Notary Public in and for the State of New Mexico
COMMISSION # 1080116 EXPIRES MARCH 10, 2024	My Commission Expires: Wareline 2024
STATE OF LIEW MEKED \$	(
§	
COUNTY OF (LIFAUES §	
This instrument was acknowledged befor	re me on the 304h day of June 2023
	Jane Harvard, Executrix for the Estate of Gerald
Childress and Attorney-In-Fact for Mar	
•	Melisa Confee
STATE OF NEW MEXICO	Notary Public in and for the State of Waw Wexico
NOTARY PUBLIC MELISSA RANDLE	My Commission Expires: Warch 10, 2024
COMMISSION # 1080116 EXPIRES MARCH 10, 2024	

# ACKNOWLEDGEMENT cont.

STATE OF	§	
COUNTY OF	\$ §	
The instrument was	acknowledged before me on	, 2023, by of <b>HAR-VEST, LLC</b> , a
	on behalf of same.	
		Notary Public - State of
STATE OF	§ §	
COUNTY OF		, 2023, by
The instrument was	. as	, 2023, by, of <b>J 4 FAMILY LIMITED PARTNERSHIP</b> ,
a	, on behalf of same.	
		Notary Public - State of
STATE OF Minness	<u>17a</u> s	
COUNTY OF HEAVIE	<u>An</u> §	
fuglen nobled	acknowledged before me on , as	September 5, 2023, by — Pact, of NORTHERN OIL AND GAS, INC., a
	PAMELA DIANE MCWHIRTER Notary Public Minnesota My Commission Expires January 31, 2025	Famela D. M. M. Minnesota
STATE OF	§ §	
COUNTY OF	§	
	acknowledged before me on S SEPARATE PROPERTY.	, 2023, by <b>PATRICIA</b>
		Notary Public - State of

# ACKNOWLEDGEMENT cont.

STATE OF OKLAHOMA §
COUNTY OF <u>OKlahor</u> a
The instrument was acknowledged before me on September 20, 2023, by David M. Korell , as Land Manager , of WPX ENERGY PERMIAN, LLC., a
Delaware limited liability company on behalf of same.
# 13010807  # 13010807  # Notary Public - State of Oklahorna
STATE OF OKLAHOMA S
COUNTY OF OKLAHOMA §
The instrument was acknowledged before me on September 20 2023, by David M. Korell as Land Manager of DEVON ENERGY PRODUCTION CO.  LP., a Oklahoma liited partnership on behalf of same.
** 13010807 Notary Public - State of Uklahama

Page 66 of 134

# **EXHIBIT "A"**

Plat of communitized area covering **639.13** acres in E2 of Section 32, Township 23 South, Range 32 East and Lots 1, 2, S2NE4, SE4 of Section 5, Township 24 South, Range 32 East N.M.P.M., Lea County, New Mexico.

<b>Tract 1:</b> Sec 32: NE4 V0-1811				40	40
		_		40	40
Tract 2: Sec 32: SE4					
V0-3407				 40	40
		_	Sec. 32	 40	40
Tract 3:					
Sec 5: Lots 1, 2, S2NE4				 39.66	39.47
NMNM-144136					
	·			40	40
Tract 4:					
Sec 5: SE4				40	40
NM-120906		l		40	40
			Sec. 5	40	40

### **EXHIBIT "B"**

Leases covering communitized area covering the E2 of Section 32, Township 23 South, Range 32 East and Lots 1, 2, S2NE4, SE4 of Section 5, Township 24 South, Range 32 East N.M.P.M., Lea County, New Mexico.

Operator of Communitized Area:

COG Operating LLC

TRACT 1:

Lease Serial No.:

V0-1811

Lease Date:

April 1, 1986

Lease Term: Recordation: Five (5) Years Unrecorded

Lessor:

State of New Mexico

Original Lessee:

Case-Pomeroy Oil Company

Current Lessee of Record:

Harvard Petroleum Company, et al.

Description:

Insofar and only insofar as said lease covers:

Township 23 South, Range 32 East

Section 32: NE

Lea County, New Mexico

Number of Acres: Royalty Rate: 160.00 16.67%

WI Owners Names and Interests COG Operating LLC

COG Operating LLC 20.000000%

Harvard Petroleum Company LLC 70.067500% H. Lee Harvard and Joanne Harvard Trust 2.542500% 1.130000% Gerald Childress et ux, Martha G. Childress 1.130000% J4 Family Limited Partnership Patricia D. Rodak 1.130000% 1.000000% Capitan Mountain Oil & Gas, LLC 1.000000% Ball Oil and Gas, LLC 1.000000% Har-Vest, LLC 0.500000% Alpha Energy Partners, LLC Northern Oil & Gas, Inc. 0.500000%

ORRI Owners:

Of Record.

TRACT 2:

Lease Serial No.:

V-3407

Lease Date:

September 1, 1990

Lease Term:

Five (5) Years

Recordation:

Unrecorded

Lessor:

State of New Mexico

Original Lessee:

Devon Energy Production Company, L.P.

Current Lessee of Record:

COG Operating LLC, et al.

Description:

Insofar and only insofar as said lease covers:

Township 23 South, Range 32 East

Section 32: SE4

Lea County, New Mexico

Number of Acres:

160.00

100.00000%

Royalty Rate:

16.67%

WI Owners Names and Interests COG Operating LLC

WPX Energy Permian, LLC

85.0000000% 15.0000000%

100.0000000%

ORRI Owners:

Of Record.

TRACT 3:

Lease Serial No.:

NMNM 144136

Lease Date:

September 1, 1988

Lease Term: Recordation: Five (5) Years

Lessor:

Unrecorded

United States of America

Original Lessee:

**Exxon Corporation** 

Current Lessee of Record:

COG Operating LLC

Description:

Insofar and only insofar as said lease covers:

Township 24 South, Range 32 East

Section 5: Lots 1, 2, S2NE4 Lea County, New Mexico

Number of Acres:

159.13 12.5%

Royalty Rate:

WI Owners Names and Interests COG Operating LLC

ORRI Owners:

Of Record.

TRACT 4:

Lease Serial No.:

NMNM 120906

Lease Date:

November 1, 2008

Lease Term:

Ten (10) Years

Recordation: Lessor:

Unrecorded United States of America

Original Lessee:

OGX Resources LLC

COG Production LLC

Current Lessee of Record: Description:

Insofar and only insofar as said lease covers:

Township 24 South, Range 32 East

Section 5: SE4

Lea County, New Mexico

Number of Acres:

160.00

Royalty Rate:

12.5%

WI Owners Names and Interests COG Production LLC

100%

100%

ORRI Owners:

Of Record.

### RECAPULATION

TRACT NO.	NO. OF ACRES COMMITTED	PERCENT OF INTEREST IN COMMUNITIZED AREA
1	160.00	25.03%
2	160.00	25.03%
3	159.13	24.90%
4	160.00	25.03%
TOTAL	639.13	100.00%

# ONLINE Version COMMUNITIZATION AGREEMENT

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof 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 portions 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 Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such 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 land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, 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 the 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 23 South, Range 32 East, N.M.P.M.

Section 32: E2

Township 24 South, Range 32 East, N.M.P.M.

Section 5: Lots 1 & 2, S2NE, SE Lea County, New Mexico

containing **639.13** acres, more or less, and this agreement shall include only the **Wolfcamp** Formation underlying said lands and the Oil and associated hydrocarbons (hereinafter referred to as "communitized substances") producible from such formation.

June 2022

- 2. Attached hereto, and made a part of this agreement for all purposes, is 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. All matters of operation 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 three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, 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 and the State of New Mexico, 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 therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
- 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 is such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is June 1, 2023, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-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; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, 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 sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
- 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 interest 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 lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.
- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.

- 13. The 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 of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. 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 written and have set opposite their respective names the date of execution.

OPERATOR: COG OPERATING LLC

Date: <u>11-14-23</u>

Ryan D. Owen Attorney-in-fact

### **ACKNOWLEDGEMENT**

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

The instrument was acknowledged before me on \_\_\_\_\_\_\_\_, 2023, by Ryan D. Owen, as attorney-in-fact of **COG Operating LLC**, a Delaware limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC in and for the State of Texas

Received by OCD: 11/29/2023 12:45:09 PM

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

			COG OPERATING LLC
Date:	11-14-23	Ву:	18 D. L
		•	Ryan D. Owen Attorney-in-fact
Date:	1/-14-23	Ву:	COG PRODUCTION LLC
			Ryan D. Owen Attorney-in-fact
			ALPHA ENERGY PARTNERS, LLC
Date:		By:	
		Name:	
		Title:	
			BALL OIL AND GAS, LLC
Date:		_ By:	
		Name:	
		Title:	
			CAPITAN MOUNTAIN OIL AND GAS, LLC
Date:		_ By:	
		Name:	
		Title:	
			GERALD CHILDRESS & WIFE, MARTHA G. CHILDRESS
Date:		_ By:	
		Name:	
		Title:	

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

			COG OPERATING LLC
Date:		Ву:	
			Ryan D. Owen
			Attorney-in-fact
			COG PRODUCTION LLC
Date:		By:	<u> </u>
			Ryan D. Owen
			Attorney-in-fact
			ALPHA ENERGY PARTNERS, LLC
Date:	1931/23	Ву:	PMON
	/	Name:	P. Niele Maxvell
		Title:	CEC
			BALL OIL AND GAS, LLC
Date:		By:	
		Name:	
		Title:	
			CAPITAN MOUNTAIN OIL AND GAS, LLC
Date:		By:	
		Name:	
		Title:	
			GERALD CHILDRESS & WIFE, MARTHA G. CHILDRESS
Date:		By:	
		Name:	
		Title:	

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

### COG Production LLC

Date:	By:	
		Ryan D. Owen
		Attorney-In-Fact
		Alpha Energy Partners, LLC
Date:	By:	
	Name:	
	Title:	
		Northern Oil and Gas, Inc.
Date:	By:	
	Name:	
	Title:	
		WPX Energy Permian, LLC
Date:	Ву:	
	Name:	
	Title:	
		Harvard Petroleum Company LLC
Date: June 30, 2023	By:	
	Name:	Jeff Harvard
	Title:	Manager
		H. Lee and Joanne Harvard Trust
Date: June 30, 2023	By:	
	Name:	Jeff Harvard
	Title:	Trustee

		Har-Vest, LLC
Date:	June 30 2023	Ву:
		Name: Jeff Harvard
		Title: Manager
		Patricia Darlene Rodak
Date:	6/27/2023	By: Dutyllia World no Kapule
	Stanford Andrews Stanford Stan	Name: PATRICIA ARLENE ROOFE
		Title: NDIVIDAALLY
		J4 Family Limited Partnership
Date:	June 30 202 3	Ву:
	·	Name: Jeff Harvard
		Title: General Partner
	, (	Capitan Mountain Oil & Gas, LLC
Date:	6/27/2023	Ву:
	/ /	Name: JIM BAW
		Title: JRSAMZER
	( (	Ball Oil & Gas, LLC
Date:	6/27/2023	By:
	/	Name: JIM BATE
		Title: <u> </u>
		Constitution of the Market Children
		Gerald Childress et ux, Martha Childress
Date:	June 30, 2023	By: Jan Haward
		Name: Jane Harvard Personal Representative
		Title: Executrix for the Estate of Gerald Childress and Attorney-In-Fact for Martha Childress

### WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD cont.

H. LEE & JOANNE W. HARVARD TRUST, H. LEE HARVARD & JEFFREY L. HARVARD, CO-TRUSTEES

Date:	Ву:	
	Name:	
	Title:	
		HARVARD PETROLEUM COMPANY, LLC
Date:	Ву:	
	Name:	
	Title:	
		HAR-VEST, LLC
Date:	Ву:	
	Name:	
	Title:	
		J 4 FAMILY LIMITED PARTNERSHIP
Date:	Ву:	
	Name:	
	Title:	
		NORTHERN OIL AND GAS-INC.
Date:	Ву:	
	Name:	Andrew Footker
	Title:	Attorney-in-Fact
		PATRICIA DARLENE RODAK
Date:	By:	
	Name:	
	Title:	

ONLINE version
June 2022

State/Fed/Fee

GIN & TECTONIC FED COM E2 WC-CA

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD cont.

Data	0	By:	WPX ENERGY PERIVIAN, LLC	
Date:	9-20-2023	By. Name:	David M. Korell	M
		Title:	Land Manager	
Date:	9-20-2023	Ву:	DEVON-ENERGY PRODUCTION CO. LP	
		Name:	David M. Korell	M
		Title:	Land Manager	

### ACKNOWLEDGEMENT

STATE OF TEXAS	§ §	
COUNTY OF MIDLAND	§	
The instrument was ack Owen, as attorney-in-fa limited liability compan	ict of <b>COG OPERATING LLC</b> , a De	, 2023, by Ryan D. elaware limited liability company, on behalf of said
		NOTARY PUBLIC in and for the State of Texas
STATE OF TEXAS	§ §	
COUNTY OF MIDLAND		
The instrument was act Owen, as attorney-in-fa limited liability compar	act of COG PRODUCTION LLC, a	
		NOTARY PUBLIC in and for the State of Texas
STATE OF	_\$ \$	
COUNTY OF	_§	
	knowledged before me on as, an behalf of same.	, 2023, by , of <b>ALPHA ENERGY PARTNERS, LLC</b> , a
		Notary Public - State of
STATE OF	_§	
COUNTY OF	_§	
	knowledged before me on as on behalf of same.	
		Notary Public - State of
ONLINE version	State/Fe	001 0 MEGTONIO FED 0014 FO 11/C CA

# **ACKNOWLEDGEMENT**

STATE OF TEXAS	§ &	
COUNTY OF MIDLAND	§	
The instrument was acl Owen, as attorney-in-fa limited liability compan		
		NOTARY PUBLIC in and for the State of Texas
STATE OF TEXAS	§ §	
COUNTY OF MIDLAND	§	
The instrument was acl Owen, as attorney-in-fa limited liability compan		2023, by Ryan D. a Texas limited liability company, on behalf of said
		NOTARY PUBLIC in and for the State of Texas
STATE OF TEXAS	_§	
COUNTY OF Midland	§ §	
The instrument was act P. MICK MAXING	knowledged before me on <u>W</u> as <u>(F0</u> on behalf of same.	of ALPHA ENERGY PARTNERS, LLC, a
Notary Comm	PRINE GREER BAIANO Public, State of Texas L. Expires 06-06-2026 ary ID 133797382	Notary Public - State of WAS
STATE OF		
COUNTY OF	§ _§	
	knowledged before me on as	2023, by of BALL OIL AND GAS, LLC, a
	, on behalf of same.	
		Notary Public - State of
ONLINE version	State/Fe	ed/Fee GIN & TECTONIC FED COM E2 WC-CA

Page 81 of 134

STATE OF §	
COUNTY OF §	
This instrument was acknowledged be	efore me on the, and day of, 202, of WPX Energy Permian, LLC, a, on behalf of same.
	Notary Public in and for the State of My Commission Expires:
STATE OF AIEW MEXICO \$  COUNTY OF CHAUES \$	
This instrument was acknowledged be by Jeff Harvard as Manager  New Mexico Limited Liability Company	efore me on the 3044 day of June ,2023, of Harvard Petroleum Company LLC, a , on behalf of same.
STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 EXPIRES MARCH 10, 2024	Notary Public in and for the State of New Mexico My Commission Expires:
STATE OF NEW MEXICO \$  COUNTY OF CHAVES \$	
This instrument was acknowledged b	efore me on the 3044 day of June, 2023
by Jeff Harvard	, as Trustee
of The H. Lee and Joanne Harvard Trust, a	New Mexico Trust, on behalf of same.
STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 EXPIRES MARCH 10, 2024	Notary Public in and for the State of My Commission Expires:  Notary Public in and for the  New Mexico  March 10, 2024

Page 82 of 134

STATE OF NEW MEXICS &	
This instrument was acknowledged before	e me on the <u>Bolin</u> day of <u>June</u> , 2023
Har-Vest, LLC, a New Nexicolimited liabili	
STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 EXPIRES MARCH 10, 2024	Notary Public in and for the State of My Commission Expires:  March 10, 2024
STATE OF NEW MEKICO \$  COUNTY OF CHAVES \$	
This instrument was acknowledged before	ore me on the 27th day of June
202 <u>3</u> , by Patricia Darlene Rodak.	
STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 EXPIRES MARCH 10, 2024	Notary Public in and for the State of New Mexico My Commission Expires: Narchio, 2024
STATE OF MENIMERICS \$  SCOUNTY OF CHAUES \$	
This instrument was acknowledged befor	re me on the 301h day of June 2023
<sub>by</sub> Jeff Harvard	, as General Partner
STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 EXPIRES MARCH 10, 2024	Notary Public in and for the State of My Commission Expires:  Non behalf of same.  Non Mexico  March 0, 2024

STATE OF NEW MEXICO §	
COUNTY OF CHAVES §	
This instrument was acknowledged before me on	the <u>2744</u> day of <u>June</u> , 2023
by Jim Bell as	Organizer
of Capitan Mountain Oil & Gas, LLC, a New Mexico	
STATE OF NEW MEXICO  NOTARY PUBLIC  MELISSA RANDLE  COMMISSION # 1080116  EXPIRES MARCH 10, 2024	Notary Public in and for the State of My Commission Expires:  March 10 2024
STATE OF NEWNEXICO \$  COUNTY OF CHAVES \$	
This instrument was acknowledged before me on t	the 2744 day of June , 2023
by <u>TimBall</u> , as	Organizer
of Ball Oil & Gas, LLC, a New Mexico Limited Liab:  STATE OF NEW MEXICO  NOTARY PUBLIC  MELISSA RANDLE  COMMISSION # 1080116  EXPIRES MARCH 10, 2024	Notary Public in and for the State of My Commission Expires:  Marcha 10, 7024
STATE OF NEW MEXICO \$  COUNTY OF CHAVES \$	
This instrument was acknowledged before me on t	the 30/le day of June , 2023
by Gerald Childress et ux, Martha G. Childress. Jane	Harvard, Executrix for the Estate of Gerald
Childress and Attorney-In-Fact for Martha Childres  STATE OF NEW MEXICO  NOTARY PUBLIC  MELISSA RANDLE  COMMISSION # 1080116  EXPIRES MARCH 10, 2024	Notary Public in and for the State of My Commission Expires:  March 10, 2024

Page 84 of 134

### **ACKNOWLEDGEMENT** cont.

, 2023, by , of <b>HAR-VEST, LLC</b> , a
of HAR-VEST, LLC, a
Notary Public - State of
2023, by , of <b>J 4 FAMILY LIMITED PARTNERSHIP</b> ,
Notary Public - State of
effonder 5 2023, by of NORTHERN OIL AND GAS, INC., a
Notary Public - State of Minnesofa

### ACKNOWLEDGEMENT cont.

STATE OF OKLAHOMA §			
COUNTY OF OKLAHOMA §			
The instrument was acknowled David M. Korell	, as Land Manager	ptembu 20_ of WPX ENERGY	2023, by PERMIAN, LLC., a
Delaware limited liability company	, on benan or same.	<i>(</i> )	
STATE OF OKLAHOMA §	# # 13010807   # # # # # # # # # # # # # # # # # #	Notary Public - State	reldn of <u>CKlahom</u>
COUNTY OF OKLAHOMA §			
The instrument was acknowled David M. Korell  LP., a Oklahoma liited partnership	diged before me on	ptember 20 of DEVON ENERG	2023, by Y PRODUCTION CO.
L, a			
	# 13010807	Motary Public - State	Shildn of OKlahoma

Communitized depths are limited to the Wolfcamp formation

Tract 1:		,				
Sec 32: NE4 V0-1811				naget wy.	40	40
	<u> </u>	•				
					40	40
Tract 2:						
Sec 32: SE4 V0-3407					40	40
10 0407		i				
			Sec. 32		40	40
Tract 3:						
Sec 5: Lots 1, 2, S2NE4					39.66	39.47
NMNM-144136						
					40	40
Tract 4:		]				
Sec 5: SE4 NM-120906					40	40
MM-TZOAOO		J			1	***
						1
			Sec. 5		40	40

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### **EXHIBIT "B"**

Attached to and made a part of the Communitization Agreement dated August 1, 2023, Covering the E2 of Section 32, Township 23 South, Range 32 East and Lots 1, 2, S/2NE/4, SE4 of Section 5, Township 24 South, Range 32 East, N.M.P.M., Lea County, New Mexico

Operator of Communitized Area: COG OPERATING LLC

### DESCRIPTION OF LEASES COMMITTED:

TR	AC	T	1	:
117	へい	L	_	٠

Lease Serial No.:

V0-1811

Lease Date:

April 1, 1986

Lease Term:

Five (5) Years

Recordation:

Unrecorded

Lessor:

State of New Mexico

Original Lessee:

Case-Pomeroy Oil Company
Harvard Petroleum Company, et al.

Current Lessee of Record: Description:

Insofar and only insofar as said lease covers:

Township 23 South, Range 32 East

Section 32: NE

Lea County, New Mexico

Number of Acres: Royalty Rate: 160.00 16.67%

WI Owners Names and Interests:

COG Operating LLC 20.000000% Harvard Petroleum Company LLC 70.067500%

H. Lee Harvard and Joanne Harvard Trust 2.542500%
Gerald Childress et ux, Martha G. Childress 1.130000%
J4 Family Limited Partnership 1.130000%

Patricia D. Rodak

1.130000% 1.000000%

Capitan Mountain Oil & Gas, LLC Ball Oil and Gas, LLC

1.000000% 1.000000%

Har-Vest, LLC Alpha Energy Partners, LLC

0.500000%

Northern Oil & Gas, Inc.

0.500000% 100.00000%

**ORRI Owners:** 

Of Record.

### TRACT 2:

Lease Serial No.:

V-3407

Lease Date:

September 1, 1990

Lease Term:

Five (5) Years

Recordation:

Unrecorded

Lessor:

State of New Mexico

Original Lessee:

Devon Energy Production Company, L.P.

Current Lessee of Record:

COG Operating LLC, et al.

Description:

Insofar and only insofar as said lease covers:

Township 23 South, Range 32 East

Section 32: SE4

Lea County, New Mexico

State/Fed/Fee

Number of Acres:

160.00

GIN & TECTONIC FED COM E2 WC-CA

ONLINE version

June 2022

Royalty Rate:

16.67%

WI Owners Names and Interests:

85.0000000% COG Operating LLC 15.00000000% WPX Energy Permian, LLC

100.0000000%

100%

**ORRI Owners:** 

Of Record.

TRACT 3:

Lease Serial No.:

**NMNM 144136** 

Lease Date:

September 1, 1988

Lease Term: Recordation: Five (5) Years Unrecorded

Lessor:

United States of America

Original Lessee:

Exxon Corporation

Current Lessee of Record:

COG Operating LLC

Description:

Insofar and only insofar as said lease covers:

Township 24 South, Range 32 East

Section 5: Lots 1, 2, S2NE4 Lea County, New Mexico

Number of Acres:

159.13

Royalty Rate:

12.5%

WI Owners Names and Interests:

COG Operating LLC

**ORRI Owners:** 

Of Record.

TRACT 4:

Lease Serial No.:

NMNM 120906

Lease Date:

November 1, 2008 Ten (10) Years

Lease Term: Recordation:

Unrecorded

Lessor:

United States of America

OGX Resources LLC

Original Lessee: Current Lessee of Record:

COG Production LLC

Description:

Insofar and only insofar as said lease covers:

Township 24 South, Range 32 East

Section 5: SE4

Lea County, New Mexico

Number of Acres:

160.00

Royalty Rate:

12.5%

WI Owners Names and Interests:

COG Production LLC

**ORRI Owners:** 

Of Record.

### RECAPULATION

TRACT NO.	NO. OF ACRES COMMITTED	PERCENT OF INTEREST IN COMMUNITIZED AREA
1	160.00	25.03%
2	160.00	25.03%
3	159.13	24.90%
4	160.00	25.03%
TOTAL	639.13	100.00%

GIN & TECTONIC FED COM E2 WC-CA

100%

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR STATE/FEDERAL/FEE Revised June, 2022 Received by OCD: 11/29/2023 12:45:09 PM

# ONLINE Version COMMUNITIZATION AGREEMENT

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof 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 portions 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 Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such 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 land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, 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 the 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 23 South, Range 32 East, N.M.P.M.

Section 32: E2

Township 24 South, Range 32 East, N.M.P.M.

Section 5: Lots 1 & 2, S2NE, SE Lea County, New Mexico

containing **639.13** acres, more or less, and this agreement shall include only the **Wolfcamp** Formation underlying said lands and the Oil and associated hydrocarbons (hereinafter referred to as "communitized substances") producible from such formation.

- Attached hereto, and made a part of this agreement for all purposes, is 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. All matters of operation 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 three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, 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 and the State of New Mexico, 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 therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
- 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 is such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is June 1, 2023, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-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; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, 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 sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
- 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 interest 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 lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.
- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.

- 13. The 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 of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. 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 written and have set opposite their respective names the date of execution.

> OPERATOR: COG OPERATING LLC

Ryan D. Owen Attorney-in-fact

ACKNOWLEDGEMENT

§ STATE OF TEXAS

§

δ COUNTY OF MIDLAND

, 2023, by Ryan D. Owen, The instrument was acknowledged before me on \_ as attorney-in-fact of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC in and for the State of Texas

Received by OCD: 11/29/2023 12:45:09 PM

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

			COG OPERATING LLC
Date:	11-14-23	Ву:	125
Dute.		,	Ryan D. Owen
			Attorney-in-fact
			<i>p</i>
			COG PRODUCTION LLC
Date:	11-14-23	Ву:	100.4
*****		·	Ryan D. Owen M. J. M.
			Attorney-in-fact
			<i>*</i>
			ALPHA ENERGY PARTNERS, LLC
Date:		Ву:	
		Name:	
		Title:	
		mic.	- The state of the
			BALL OIL AND GAS, LLC
Date:		Ву:	
		Name:	
		Title:	
			CAPITAN MOUNTAIN OIL AND GAS, LLC
Date:		Ву:	
		Name:	
		Title:	
		me.	
			GERALD CHILDRESS & WIFE, MARTHA G. CHILDRESS
Date:		By:	
		Name:	
		Title:	

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

			COG OPERATING LLC
Date:		Ву:	
			Ryan D. Owen
			Attorney-in-fact
			COG PRODUCTION LLC
Date:		By:	
			Ryan D. Owen
			Attorney-in-fact
			ALPHA ENERGY PARTNERS, LLC
Date:	10/31/23	Ву:	PMC
	\$ \$	Name:	P. MICH MAXWELL
		Title:	C & 7
			BALL OIL AND GAS, LLC
Date:		By:	
		Name:	
		Title:	
			CAPITAN MOUNTAIN OIL AND GAS, LLC
Date:		Ву:	
		Name:	
		Title:	
			GERALD CHILDRESS & WIFE, MARTHA G. CHILDRESS
Date:		By:	
		Name:	
		Title:	

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

# COG Production LLC

Date:	By:	
		Ryan D. Owen
		Attorney-In-Fact
		Alpha Energy Partners, LLC
Date:	By:	
	Name:	
		Northern Oil and Gas, Inc.
Date:	By:	
	Name:	
	Title:	
		WPX Energy Permian, LLC
Date:	By:	
	Name:	
	Title:	
		Harvard Petroleum Company LLC
	_	Man variation occurs company 200
Date: <u>June 30,2023</u>	Ву:	
		Jeff Harvard
	Title:	Manager
		H. Lee and Joanne Harvard Trust
Date: June 302023	By:	
	-	Jeff Harvard
		Trustee
	•	

		Har-Vest, LLC
Date:	June 30,2023	By: Name: Jeff Harvard
		Title: Manager
	,	Patricia Darlene Rodak
Date:	6/27/2023	By: Potrival Rodake
	,	Name: PATRICIA DARLENE RODA,
		Title: NDINIONALLY
		J4 Family Limited Partnership
Date:	June 30,2023	By:
		Name: Jeff Harvard
		Title: General Partner
		Capitan Mountain Oil & Gas, LLC
D. 4.	10/25/2023	
Date:	<u> </u>	By:  Name:  JM BALL
		Title: AMGANIZER
	1	Ball Oil & Gas, LLC
Date:	6/27/2023	By:
		Name: JIM BATA
		Title: <u>GRANIJER</u>
		Gerald Childress et ux, Martha Childress
Date:	June 30 2023	By: Jane Heward
	and the second s	Name: Jane Harvard
		Title: Executrix for the Estate of Gerald Childress
		and Attorney-In-Fact for Martha Childress

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD cont.

H. LEE & JOANNE W. HARVARD TRUST, H. LEE HARVARD & JEFFREY L. HARVARD, CO-TRUSTEES

Date:	 Ву:		
	Name:		
	Title:		
		HARVARD PETROLEUM COMPANY, LLC	
Date:	Ву:		
	Name:		
	Title:	And the second s	
		HAR-VEST, LLC	
Date:	Ву:		
	Name:		
	Title:		
		J 4 FAMILY LIMITED PARTNERSHIP	
Date:	 Ву:		
	Name:		
	Title:		
		NORTHERN OIL AND GAS, INC.	
Date:	Ву:		8-
	Name:	Andrew Voolfo	
	Title:	Attorney-in-Fact	
		PATRICIA DARLENE RODAK	
Date:	 By:		
	Name:		
	Title:		

ONLINE version
June 2022

State/Fed/Fee

GIN & TECTONIC FED COM E2 WC-CA

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD cont.

Date:	9-20-2023	By: Name:	David M. Korell	V <sub>a</sub>
		Title:	Land Manager	
Date:	9-20-2023	Ву:	DEVON-ENERGY PRODUCTION CO. LP	A.
		Name:		
		Title:	Land Manager	

# ACKNOWLEDGEMENT

STATE OF TEXAS	§	
COUNTY OF MIDLAND	§ §	
The instrument was acl Owen, as attorney-in-fa limited liability compar	act of <b>COG OPERATING LLC</b> , a D	, 2023, by Ryan D. elaware limited liability company, on behalf of said
		NOTARY PUBLIC in and for the State of Texas
STATE OF TEXAS	§ §	
COUNTY OF MIDLAND		
The instrument was ac Owen, as attorney-in-f limited liability compar	act of COG PRODUCTION LLC,	2023, by Ryan D. a Texas limited liability company, on behalf of said
		NOTARY PUBLIC in and for the State of Texas
STATE OF	§	
COUNTY OF		2002
	knowledged before me on , as , on behalf of same.	2023, by of ALPHA ENERGY PARTNERS, LLC, a
		Notary Public - State of
STATE OF	§	
COUNTY OF	§ §	
	cknowledged before me on , as, on behalf of same.	
		Notary Public - State of
ONLINE version	State/Fo	ed/Fee GIN & TECTONIC FED COM E2 WC-CA
<b>T</b> 2222		8

# **ACKNOWLEDGEMENT**

STATE OF TEXAS	§	
COUNTY OF MIDLAND	§ §	
		NOTARY PUBLIC in and for the State of Texas
STATE OF TEXAS  COUNTY OF MIDLAND	§ § §	
The instrument was ack Owen, as attorney-in-fa limited liability compan	act of COG PRODUCTION LLC	, 2023, by Ryan D , a Texas limited liability company, on behalf of said
		NOTARY PUBLIC in and for the State of Texas
STATE OF TEXAS  COUNTY OF MANAGEMENT	_§ _§ _§	
•	nowledged before me on as, on behalf of same.	Other 31st
A SE Note	THERINE GREER BAIANO ary Public, State of Texas nm. Expires 06-06-2026 lotary ID 133797382	Notary Public - State of 10005
STATE OF	_§ _s	
COUNTY OF	9 _§	
	knowledged before me on , as , on behalf of same.	
ONLINE version	State/1	Notary Public - State of Fed/Fee GIN & TECTONIC FED COM E2 WC-CA

STATE OF	F		
COUNTY	OF §		
Thi	is instrument was acknowledged before me	e on the day of	, 202,
by	is instrument was acknowledged before me , as	on behalf of same.	nergy Permian, LLC, a
		Notary Public in and for My Commission Expires:	or the State of
	FUENMEXICO \$  \$  OFCHAUES \$		
by Jeff Han	is instrument was acknowledged before me vard , as Manager kico Limited Liability Company ,	, of Harvard Pet	, 2023 roleum Company LLC, a
	STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 EXPIRES MARCH 10, 2024	Notary Public in and for My Commission Expires:	Varchio, 2024
	NEWMEXICO \$  \$  OFCHAVES \$		
Thi	is instrument was acknowledged before m	e on the <u>364la</u> day of <u>J</u>	
by Jeff Harva		, as Trustee	
*	Lee and Joanne Harvard Trust, a <u>New</u>	Mexico Trust	on behalf of same.
	STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 EXPIRES MARCH 10, 2024	Notary Public in and for State of My Commission Expires:	New Moxico March 10, 2024

Page 102 of 134

STATE OF NEW MEXICO &	
COUNTY OF CHAVES §	
This instrument was acknowledged bef	Fore me on the 3044 day of June 2023
by Jeff Harvard	, as Manager of
Har-Vest, LLC, a New Mexicoli mited (iak	
STATE OF NEW MEXICO  NOTARY PUBLIC  MELISSA RANDLE  COMMISSION # 1080116  EXPIRES MARCH 10, 2024	Notary Public in and for the State of New Mexico My Commission Expires: March 10, 2024
STATE OF MENICO \$  COUNTY OF CHAVES \$	
This instrument was acknowledged b	efore me on the 27th day of June,
202 <u>3</u> , by Patricia Darlene Rodak.	
STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 EXPIRES MARCH 10, 2024	Notary Public in and for the State of My Commission Expires:  March 10, 2024
STATE OF NEWMEXICO §  S  COUNTY OF CHAVES §	
This instrument was acknowledged bef	fore me on the 30 HL day of June , 202 3
<sub>by</sub> Jeff Harvard	, as General Partner
of J4 Family Limited Partnership, a Jewin	exicolimited Dartnership, on behalf of same.
STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 EXPIRES MARCH 10, 2024	Notary Public in and for the State of My Commission Expires:  March 10, 2024

STATE OF NON MEKICO §				
COUNTY OF CHAVES §				
This instrument was acknowledged before me on	the 274le day of June, 202,3			
by JinBell as	Organizer			
STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 EXPIRES MARCH 10, 2024				
STATE OF A / EW MEKICO §  COUNTY OF CHANGES §				
This instrument was acknowledged before me on				
by In Ball as	•			
of Ball Oil & Gas, LLC, a New Wexico (imited liab)  STATE OF NEW MEXICO  NOTARY PUBLIC  MELISSA RANDLE  COMMISSION # 1080116  EXPIRES MARCH 10, 2024	Notary Public in and for the State of My Commission Expires:  March 10, 2024			
STATE OF A / EN MERICO §  COUNTY OF CHANES §				
This instrument was acknowledged before me on	the 30/4 day of June , 2023			
by Gerald Childress et ux, Martha G. Childress. Jane Harvard, Executrix for the Estate of Gerald				
Childress and Attorney-In-Fact for Martha Childre	( Veluso Canble			
STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 EXPIRES MARCH 10, 2024	Notary Public in and for the  State of New Mexico  My Commission  Expires: March 10, 2024			

### **ACKNOWLEDGEMENT cont.**

STATE OF	§			
	§			
COUNTY OF	§			
The instrument	was acknowle	edged before me on		, 2023, by
	was acknowle			of HAR-VEST, LLC, a
		_, on behalf of same.		
		_, •		
			Notary Publ	ic - State of
OT ATE OF	c			
STATE OF				
COUNTY OF	8			
COONT OI	3			
The instrument	was acknowle	edged before me on		, 2023, by
		_, as	of <b>J 4 FAIV</b>	ILY LIMITED PARTNERSHIP,
a		, on behalf of same.		
			Notary Publ	ic - State of
			110001 4 1 0001	
STATE OF Min(	Klota s			
2	s			
COUNTY OF	overing			
			Walanto 5	0000
The instrument	was acknowle	edged before me on	Series of NORTH	2023, by
		as <u>ATTOWN -IN - F</u> on behalf of same.	, OI NORTH	HERN OIL AND GAS, INC., a
Poldma c	ca pa action	_, on benail of same.		
		ELA DIANE MCWHIRTER		
	PAM	Notary Public	1	A SMC. W.
		Minnes ota nmission Expires January 31, 2025	1 and	2 D. DI Wherley
	San May Cox	MINISSION EXPRES GRANDER 9 01 2020	Notary Publ	ic - State of <u>Mignesofa</u>
	_			
STATE OF	§			
COLUMN OF	9			
COUNTY OF	8			
The instrument	was acknowle	edged before me on		, 2023, by <b>PATRICIA</b>
DARLENE RODA				
	•			
			<u> </u>	· C+++ £
			Notary Publ	ic - State of

### ACKNOWLEDGEMENT cont.

STATE OF OKLAHOMA §			
COUNTY OF OKLAHOMA §			
The state of the s	and Manager	mba 20 of WPX ENERGY P	2023, by ERMIAN, LLC., a
Delaware limited liability company, on be	half of same.		
	# 13010807 # 13010807 # 100 EXP. 11/25/25	Notary Public - State of	eldh DKIGhoma
STATE OF OKLAHOMA §	THE OK OKLAMITH		
§ COUNTY OF OKLAHOMA §			
	efore me on <u>Septen</u> Land Manager on behalf of same.	<u>ber 20</u> _ of DEVON ENERGY P	2023, by PRODUCTION CO.
	# 13010807 # 13010807 SEP. 11/25/25	Notary Public - State of	heldn OKlahma

### **EXHIBIT "A"**

Attached to and made a part of the Communitization Agreement dated August 1, 2023, Covering the E2 of Section 32, Township 23 South, Range 32 East and Lots 1, 2, S2NE4, SE4 of Section 5, Township 24 South, Range 32 East, N.M.P.M., Lea County, New Mexico

Communitized depths are limited to the Wolfcamp formation

Tract 1:				
	1			
Sec 32: NE4			40	40
V0-1811			40	40
			40	40
_			.0	
Tract 2:				
Sec 32: SE4				
V0-3407			40	40
			40	10
		Sec. 32	40	40
Tract 3:				
Sec 5: Lots 1, 2,	l i			
S2NE4			39.66	39.47
NMNM-144136			•	:
			40	40
Tract 4:				
Sec 5: SE4				
			40	40
NM-120906			40	40
				***************************************
		Sec. 5	40	40

### **EXHIBIT "B"**

Attached to and made a part of the Communitization Agreement dated August 1, 2023, Covering the E2 of Section 32, Township 23 South, Range 32 East and Lots 1, 2, S/2NE/4, SE4 of Section 5, Township 24 South, Range 32 East, N.M.P.M., Lea County, New Mexico

Operator of Communitized Area: COG OPERATING LLC

#### **DESCRIPTION OF LEASES COMMITTED:**

TR	<b>ACT</b>	1:

Lease Serial No.:

V0-1811

Lease Date:

April 1, 1986 Five (5) Years

Lease Term: Recordation:

Unrecorded

Lessor:

State of New Mexico

Original Lessee:

Case-Pomeroy Oil Company

Current Lessee of Record:

Harvard Petroleum Company, et al.

Description:

Insofar and only insofar as said lease covers:

Township 23 South, Range 32 East

Section 32: NE

Lea County, New Mexico

Number of Acres: Royalty Rate: 160.00 16.67%

WI Owners Names and Interests:

COG Operating LLC 20.00000%
Harvard Petroleum Company LLC 70.067500%

H. Lee Harvard and Joanne Harvard Trust 2.542500%
Gerald Childress et ux, Martha G. Childress 1.130000%
J4 Family Limited Partnership 1.130000%

Patricia D. Rodak

1.130000% 1.000000%

Capitan Mountain Oil & Gas, LLC Ball Oil and Gas, LLC

1.000000%

Har-Vest, LLC Alpha Energy Partners, LLC 1.000000% 0.500000%

Northern Oil & Gas, Inc.

0.500000% 100.00000%

**ORRI Owners:** 

Of Record.

TRACT 2:

Lease Serial No.:

V-3407

Lease Date:

September 1, 1990

Lease Term:

Five (5) Years

Recordation:

Unrecorded

Lessor:

State of New Mexico

Original Lessee:

Devon Energy Production Company, L.P.

Current Lessee of Record:

COG Operating LLC, et al.

Description:

Insofar and only insofar as said lease covers:

Township 23 South, Range 32 East

Section 32: SE4

Lea County, New Mexico

State/Fed/Fee

Number of Acres:

160.00

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ONLINE version June 2022

WPX Energy Permian, LLC

15.0000000%

100.0000000%

100%

85.0000000%

Received by OCD: 11/29/2023 12:45:09 PM

ORRI Owners:

Of Record.

TRACT 3:

Lease Serial No.:

Lease Date:

Lease Term:

Recordation:

NMNM 144136

September 1, 1988

Five (5) Years

Unrecorded

Lessor: United States of America

Original Lessee: Exxon Corporation
Current Lessee of Record: COG Operating LLC

Description: Insofar and only insofar as said lease covers:

Township 24 South, Range 32 East

Section 5: Lots 1, 2, S2NE4 Lea County, New Mexico

Number of Acres: 159.13 Royalty Rate: 12.5%

WI Owners Names and Interests: COG Operating LLC

ORRI Owners: Of Record.

TRACT 4:

Description:

Lease Serial No.:

Lease Date:

Lease Term:

Recordation:

NMNM 120906

November 1, 2008

Ten (10) Years

Unrecorded

Lessor: United States of America
Original Lessee: OGX Resources LLC

Current Lessee of Record:

COG Production LLC Insofar and only insofar as said lease covers:

Township 24 South, Range 32 East

Section 5: SE4

Lea County, New Mexico

Number of Acres: 160.00 Royalty Rate: 12.5%

WI Owners Names and Interests: COG Production LLC

ORRI Owners: Of Record.

#### RECAPULATION

TRACT NO.	NO. OF ACRES COMMITTED	PERCENT OF INTEREST IN COMMUNITIZED AREA
1	160.00	25.03%
2	160.00	25.03%
3	159.13	24.90%
4	160.00	25.03%
TOTAL	639.13	100.00%

State/Fed/Fee

GIN & TECTONIC FED COM E2 WC-CA

100%

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR STATE/FEDERAL/FEE Revised June, 2022 Received by OCD: 11/29/2023 12:45:09 PM

# ONLINE Version COMMUNITIZATION AGREEMENT

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof 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 portions 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 Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such 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 land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, 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 the 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 23 South, Range 32 East, N.M.P.M.

Section 32: E2

Township 24 South, Range 32 East, N.M.P.M.

Section 5: Lots 1 & 2, S2NE, SE Lea County, New Mexico

containing **639.13** acres, more or less, and this agreement shall include only the **Wolfcamp** Formation underlying said lands and the Oil and associated hydrocarbons (hereinafter referred to as "communitized substances") producible from such formation.

STATE/FEDERAL OR STATE/FEDERAL/FEE Revised June, 2022 Received by OCD: 11/29/2023 12:45:09 PM

# ONLINE Version COMMUNITIZATION AGREEMENT

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof 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 portions 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 Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such 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 land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, 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 the 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 23 South, Range 32 East, N.M.P.M.

Section 32: E2

Township 24 South, Range 32 East, N.M.P.M.

Section 5: Lots 1 & 2, S2NE, SE Lea County, New Mexico

containing **639.13** acres, more or less, and this agreement shall include only the **Wolfcamp** Formation underlying said lands and the Oil and associated hydrocarbons (hereinafter referred to as "communitized substances") producible from such formation.

9

- 2. Attached hereto, and made a part of this agreement for all purposes, is 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. All matters of operation 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 three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, 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 and the State of New Mexico, 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 therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
- 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 is such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is June 1, 2023, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-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; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, 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 sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
- 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 interest 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 lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.
- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.

- 13. The 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 of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. 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 written and have set opposite their respective names the date of execution.

OPERATOR: COG OPERATING LLC

Date: \_//-/4-23

Ryan D. Owen
Attorney-in-fact

#### **ACKNOWLEDGEMENT**

STATE OF TEXAS §

δ

COUNTY OF MIDLAND §

The instrument was acknowledged before me on \_\_\_\_\_\_\_, 2023, by Ryan D. Owen, as attorney-in-fact of **COG Operating LLC**, a Delaware limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC in and for the State of Texas

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

			COG OPERATING LLC
Date:	11-14-23	_ Ву:	
			Ryan D. Owen Attorney-in-fact
Date:	1/-14-23	Ву:	COG PRODUCTION LLC
	VI III VI		Ryan D. Owen Attorney-in-fact
			ALPHA ENERGY PARTNERS, LLC
Date:		Ву:	- Live -
		Name:	
		Title:	
			BALL OIL AND GAS, LLC
Date:		Ву:	,
		Name:	
		Title:	
			CAPITAN MOUNTAIN OIL AND GAS, LLC
Date:		Ву:	
		Name:	
		Title:	
			GERALD CHILDRESS & WIFE, MARTHA G. CHILDRESS
Date:		Ву:	
		Name:	
		Title:	

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

			COG OPERATING LLC
Date:		Ву:	
			Ryan D. Owen
			Attorney-in-fact
			COG PRODUCTION LLC
Date:		By:	
			Ryan D. Owen
			Attorney-in-fact
	, ,		ALPHA ENERGY PARTNERS, LLC
Date:	10/31/23	By:	PCMOT
	, ,	Name:	P. Nich Maxvell
		Title:	CEO
			BALL OIL AND GAS, LLC
Date:		By:	
		Name:	
		Title:	
			CAPITAN MOUNTAIN OIL AND GAS, LLC
Date:		By:	
		Name:	
		Title:	
			GERALD CHILDRESS & WIFE, MARTHA G. CHILDRESS
Date:		By:	
		Name:	
		Title:	

ONLINE version June 2022 State/Fed/Fee

GIN & TECTONIC FED COM E2 WC-CA

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

## COG Production LLC

Date:	Ву:	
		Ryan D. Owen Attorney-In-Fact
		Alpha Energy Partners, LLC
Date:	Ву:	- Address - Addr
	Name:	
	Title:	
		Northern Oil and Gas, Inc.
Date:	By:	
	Name:	
	Title:	
		WPX Energy Permian, LLC
Date:	Ву:	
	Name:	
	Title:	
	-	Harvard Petroleum Company LLC
Date:	By:	
	•	Jeff Harvard
	Title:	Manager
		H. Lee and Joanne Harvard Trust
Date: <u>June 392023</u>	By:	
	Name:	Jeff Harvard
	Title:	Trustee

		Har-Vest, LLC
Date:	June 30, 2023 B	
	•	e: Jeff Harvard
	Title	e: Manager
		Patricia Darlene Rodak
Date:	June 27, 2023 B	v: Patricia Warlene Bodak
	Name	: PATRICIA DARLENE RUDAK
	Title	e: INDIVIONALLY
		J4 Family Limited Partnership
Date:	June 30, 2023 By	
	•	e: Jeff Harvard
	Title	General Partner
Date:		011 1012-0
Date:		: JIM BALL)
Date:	Name	Gerald Childress et ux, Martha Childress

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD cont.

H. LEE & JOANNE W. HARVARD TRUST, H. LEE HARVARD & JEFFREY L. HARVARD, CO-TRUSTEES

Name:	
Title:	
HARVARD PETROLEUM COMPANY, LLC	
Date: By:	
Name:	
Title:	A CONSTRUCTION CONTRACTOR AND A CONTRACT
HAR-VEST, LLC	
Date: By:	
Name:	
Title:	
J 4 FAMILY LIMITED PARTNERSHIP	
Date: By:	
Name:	
Title:	
NORTHERN OIL AND GAS, INC.  Date:  By:	and the same of th
	. B8
Name Andrew Voelke	***
Title: Attorney in fact	11-11-11-11-11-11-11-11-11-11-11-11-11-
PATRICIA DARLENE RODAK	
Date: By:	-#***
Name:	
Title:	

ONLINE version June 2022 State/Fed/Fee

GIN & TECTONIC FED COM E2 WC-CA

# WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD cont.

			WPX ENERGY PERIVIAN, LLC	
Date:	9-20-2023	Ву:	Man Im	<u> </u>
		Name:	David M. Korell	
		Title:	Land Manager	
			DEVON-ENERGY, PRODUCTION CO. LP	
Date:	9-20-2023	Ву:	(m/mk)	14
		Name:	David M. Korell	10.1
		Title:	Land Manager	

# **ACKNOWLEDGEMENT**

STATE OF TEXAS	§ §	
COUNTY OF MIDLAND		
The instrument was acl Owen, as attorney-in-fa limited liability compar	act of <b>COG OPERATING LLC</b> , a De	, 2023, by Ryan D. laware limited liability company, on behalf of said
		NOTARY PUBLIC in and for the State of Texas
STATE OF TEXAS	§ §	
COUNTY OF MIDLAND	§	
The instrument was act Owen, as attorney-in-fa limited liability compar	act of COG PRODUCTION LLC, a	
		NOTARY PUBLIC in and for the State of Texas
STATE OF	§	
COUNTY OF		
	knowledged before me on , as, on behalf of same.	, 2023, by , of <b>ALPHA ENERGY PARTNERS, LLC</b> , a
		Notary Public - State of
STATE OF	_§	
COUNTY OF	§ §	
	knowledged before me on , as , on behalf of same.	, 2023, by , of <b>BALL OIL AND GAS, LLC</b> , a
		Notary Public - State of
ONLINE version	State/Fed	i/Fee GIN & TECTONIC FED COM E2 WC-CA

# **ACKNOWLEDGEMENT**

STATE OF TEXAS	§ §	
COUNTY OF MIDLAND	§	
		, 2023, by Ryan D. elaware limited liability company, on behalf of said
		NOTARY PUBLIC in and for the State of Texas
STATE OF TEXAS  COUNTY OF MIDLAND	\$ \$ \$	
The instrument was ack Owen, as attorney-in-fa limited liability compan		2023, by Ryan D. Texas limited liability company, on behalf of said
		NOTARY PUBLIC in and for the State of Texas
COUNTY OF MICHALL	_§ § §	
The instrument was acle. NICL MAXWE	knowledged before me on <u>0th</u> as <u>0 E 0</u> on behalf of same.	of ALPHA ENERGY PARTNERS, LLC, a
Notary F Comm.	RINE GREER BAIANO Public, State of Texas Expires 06-06-2026 ry ID 133797382	Notary Public - State of Poxas
STATE OF	§	
The instrument was acl	_s knowledged before me on , as , on behalf of same.	
		Notary Public - State of

STA	ATE OF §	
COI	UNTY OF §	
by	This instrument was acknowledged bef	
		Notary Public in and for the State of My Commission Expires:
	TE OF NEW MEKICO \$  NTY OF CHAVES \$	
by	This instrument was acknowledged bef  Jeff Harvard, as Manager  New Mexico Limited Liability Company	ore me on the <u>Sovia</u> day of <u>June</u> , 2023, , of Harvard Petroleum Company LLC, a , on behalf of same.
	STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 EXPIRES MARCH 10, 2024	Notary Public in and for the State of New Mexico My Commission Expires:  March 10, 2024
	TE OFNEW MEKICO §  §  INTY OF CHAVES §	
	This instrument was acknowledged be	fore me on the 304h day of June , 2023
by 🕙	Jeff Harvard	, as Trustee
of T	he H. Lee and Joanne Harvard Trust, a	New Mexico Trust, on behalf of same.
	STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 EXPIRES MARCH 10, 2024	Notary Public in and for the State of My Commission Expires:  March 10, 2024

Page 123 of 134

STATE OF NEW MEXICO &	
COUNTY OF CHAVES §	
This instrument was acknowledged h	pefore me on the 30 Vil day of June , 2023
-	, as Manager of
<del></del>	
Har-Vest, LLC, a New Mexico limited	iability (ompany, on behalf of same.
	Melion Landle
STATE OF NEW MEXICO NOTARY PUBLIC	Notary Public in and for the
MELISSA RANDLE	State of New Mexico
COMMISSION # 1080116	My Commission  Expires: March 10, 2024
EXPIRES MARCH 10, 2024	Expires: March 10, 2024
STATE OF WEW MEXICO \$	
§	
COUNTY OF CHAVES §	
This instrument was acknowledged	before me on the 27 flu day of June
2023, by Patricia Darlene Rodak.	
wow and the state of the state	
OTATE OF NEW MEYICO	N Lelisa Carlle
STATE OF NEW MEXICO NOTARY PUBLIC	Notary Public in and for the
MELISSA RANDLE	State of New Mexico
COMMISSION # 1080116 EXPIRES MARCH 10, 2024	State of New Mexico  My Commission  Expires: March 10, 2024
L/A INCOMPARA	Expires: Warel 10, 2024
STATE OF NEW MERICO §	
COUNTY OF CHAVES §	
	- mere
This instrument was acknowledged	before me on the 3044 day of June 2023
<sub>by</sub> Jeff Harvard	, as General Partner
of J4 Family Limited Partnership, a Mens	rexies limited partnership, on behalf of same.
17	
07.75	( Selesa Carlle
STATE OF NEW MEXICO NOTARY PUBLIC	Notary Public in and for the
MELISSA RANDLE	State of New Mekico
COMMISSION # 1080116	My Commission
EXPIRES MARCH 10, 2024	Expires: Warch 10 zoz4

STATE OF NEW MEKICO §	
COUNTY OF CHAVES §	
This instrument was acknowledged before me on	the 274 day of June, 2023
by Jim Ball , as	
of Capitan Mountain Oil & Gas, LLC, a New Mexicol	
STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 EXPIRES MARCH 10, 2024	Notary Public in and for the State of My Commission Expires:  March 2024
STATE OF NEW MEXICO \$	
COUNTY OF CHAVES §	
This instrument was acknowledged before me on	the 27/4 day of <u>June</u> , 2023
by I'm Bell as	Organizer
of Ball Oil & Gas, LLC, a New Mexico (inited liabil	ity crapary on behalf of same.
STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 EXPIRES MARCH 10, 2024	Notary Public in and for the State of My Commission Expires:  March 10, 2024
STATE OF NEW MERICO \$  COUNTY OF CHAVES \$	
This instrument was acknowledged before me on	the 30th day of June , 2023
by Gerald Childress et ux, Martha G. Childress. Jane	
Childress and Attorney-In-Fact for Martha Childre	ess.
STATE OF NEW MEXICO NOTARY PUBLIC MELISSA RANDLE COMMISSION # 1080116 EXPIRES MARCH 10, 2024	Notary Public in and for the State of New Mexico My Commission Expires: March 10 2024

## ACKNOWLEDGEMENT cont.

STATE OF		
COLINTY OF	§ 5	
COUNTY OF	9	
The instrument wa	as acknowledged before me on	, 2023, by
		of HAR-VEST, LLC, a
	on behalf of same.	
		Notary Public - State of
CTATE OF	c	
STATE OF	9 8	
COUNTY OF	§	
The instrument w	as acknowledged before me on	2023, by
	, as , on behalf of same.	of J 4 FAMILY LIMITED PARTNERSHIP,
d	, on benan or same.	
		Notary Public - State of
STATE OF Minne	8 Pto2	
COUNTY OF HON	nepin s	
The standard and the	as acknowledged before me on	September 5, 2023, by
Ine instrument w	as acknowledged before the on	of NORTHERN OIL AND GAS, INC., a
Delaute	Caffatin, on behalf of same.	The state of the s
	<b>,</b>	
	STATE CANDITO	
	PAMELA DIANE WHIRTER	tamela D. Machieta
	Min. 11 / 1/4 hy Commission Expres. Lader, 31, 2025	Notary Public - State of Winnesota
1011 1011	All the state of t	
STATE OF	§	
COUNTY OF	§	
COUNTY OF		
The instrument w	as acknowledged before me on	, 2023, by PATRICIA
	, AS SEPARATE PROPERTY.	
		Notary Public - State of
		:

# ACKNOWLEDGEMENT cont.

STATE OF OKLAHOMA §			
COUNTY OF OKLAHOMA §			
The instrument was acknowledged before r David M. Korell asLand M	anager *	otember 20 of WPX ENERGY	2023, by PERMIAN, LLC., a
Delaware limited liability company on behalf o	f same.		
Hamman Ha	SHE COMMENT OF THE STATE OF THE	Notary Public - State	Sheldn of Uklahorna
STATE OF OKLAHOMA §	OF ORDINA.		
§ COUNTY OF OKLAHOMA §			
The instrument was acknowledged before r David M. Korell as Land Ma LP., a Oklahoma liited partnership on be		tensber 26_ of DEVON ENERGY	2023, by PRODUCTION CO.
# 13010 ## # 13010 ## # 13010 ## # 10010 ## # 10010	90000000000000000000000000000000000000	Notary Public - State	fuldu of DPlahome

#### **EXHIBIT "A"**

Attached to and made a part of the Communitization Agreement dated August 1, 2023, Covering the E2 of Section 32, Township 23 South, Range 32 East and Lots 1, 2, S2NE4, SE4 of Section 5, Township 24 South, Range 32 East, N.M.P.M., Lea County, New Mexico

Communitized depths are limited to the Wolfcamp formation

Tract 1:				
Sec 32: NE4				
V0-1811			40	40
<u></u>	· -			
				:
			40	40
Tract 2:				
Sec 32: SE4				
V0-3407			40	40
1				
		Sec. 32	40	40
Tract 3:				
Sec 5: Lots 1, 2,				
S2NE4			39.66	39.47
NMNM-144136				
			 40	40
Tract 4:				
Sec 5: SE4				
NM-120906			40	40
		Sec. 5	40	40

#### **EXHIBIT "B"**

Attached to and made a part of the Communitization Agreement dated August 1, 2023, Covering the E2 of Section 32, Township 23 South, Range 32 East and Lots 1, 2, S/2NE/4, SE4 of Section 5, Township 24 South, Range 32 East, N.M.P.M., Lea County, New Mexico

Operator of Communitized Area: COG OPERATING LLC

#### **DESCRIPTION OF LEASES COMMITTED:**

т	R	٨	~	т	1	
	1.	_	·		1	•

Lease Serial No.: V0-1811
Lease Date: April 1, 1986
Lease Term: Five (5) Years
Recordation: Unrecorded

Lessor: State of New Mexico

Original Lessee: Case-Pomeroy Oil Company

Current Lessee of Record: Harvard Petroleum Company, et al.

Description: Insofar and only insofar as said lease covers:

Township 23 South, Range 32 East

Section 32: NE

Lea County, New Mexico

Number of Acres: 160.00 Royalty Rate: 16.67%

WI Owners Names and Interests: COG Operating LLC 20.000000%

70.067500% Harvard Petroleum Company LLC H. Lee Harvard and Joanne Harvard Trust 2.542500% 1.130000% Gerald Childress et ux. Martha G. Childress J4 Family Limited Partnership 1.130000% 1.130000% Patricia D. Rodak 1.000000% Capitan Mountain Oil & Gas, LLC 1.000000% Ball Oil and Gas, LLC 1.000000% Har-Vest, LLC 0.500000% Alpha Energy Partners, LLC 0.500000% Northern Oil & Gas, Inc.

100.00000%

ORRI Owners: Of Record.

TRACT 2:

Lease Serial No.: V-3407

Lease Date:September 1, 1990Lease Term:Five (5) YearsRecordation:Unrecorded

Lessor: State of New Mexico

Original Lessee: Devon Energy Production Company, L.P.

Current Lessee of Record: COG Operating LLC, et al.

Description: Insofar and only insofar as said lease covers:

Township 23 South, Range 32 East

Section 32: SE4

Lea County, New Mexico

State/Fed/Fee

Number of Acres: 160.00

GIN & TECTONIC FED COM E2 WC-CA

Royalty Rate: 16.67%

85.0000000% WI Owners Names and Interests: COG Operating LLC

> 15.0000000% WPX Energy Permian, LLC

100.0000000%

**ORRI Owners:** Of Record.

TRACT 3:

NMNM 144136 Lease Serial No.: September 1, 1988 Lease Date:

Five (5) Years Lease Term: Unrecorded Recordation:

Lessor: United States of America

Exxon Corporation Original Lessee: Current Lessee of Record: COG Operating LLC

Insofar and only insofar as said lease covers: Description:

Township 24 South, Range 32 East

Section 5: Lots 1, 2, S2NE4 Lea County, New Mexico

159.13 Number of Acres: Royalty Rate: 12.5%

100% COG Operating LLC WI Owners Names and Interests:

ORRI Owners: Of Record.

TRACT 4:

NMNM 120906 Lease Serial No.:

November 1, 2008 Lease Date: Ten (10) Years Lease Term: Unrecorded Recordation:

United States of America Lessor:

**OGX Resources LLC** Original Lessee: COG Production LLC Current Lessee of Record:

Insofar and only insofar as said lease covers: Description:

Township 24 South, Range 32 East

Section 5: SE4

Lea County, New Mexico

160.00 Number of Acres: 12.5% Royalty Rate:

100% COG Production LLC WI Owners Names and Interests:

ORRI Owners: Of Record.

#### RECAPULATION

TRACT NO.	NO. OF ACRES COMMITTED	PERCENT OF INTEREST IN COMMUNITIZED AREA
1	160.00	25.03%
2	160.00	25.03%
3	159.13	24.90%
4	160.00	25.03%
TOTAL	639.13	100.00%

GIN & TECTONIC FED COM E2 WC-CA

June 2022

# 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-300** 

#### **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.

Order No. OLM-300 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

**DATE:** 5/22/2025

GERASIMOS RAZATOS DIRECTOR (ACTING)

Order No. OLM-300 Page 2 of 2

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

# Exhibit A

Order: OLM-300

**Operator: COG Operating, LLC (229137)** 

Central Tank Battery: Gin and Tectonic Federal 5 O Central Tank Battery South (Oil Only)

Central Tank Battery Location: UL O, Section 32, Township 24 South, Range 32 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 S243217P;UPR WOLFCAMP 98248

# Leases as defined in 19.15.12.7(C) NMAC

	( )		
Lease	UL or Q/Q	S-T-R	
CA Unner Welfeemp SLO 204772 DUN 1402156	<b>E/2</b>	32-23S-32E	_
CA Upper Wolfcamp SLO 204772 PUN 1402156	<b>E/2</b>	05-24S-32E	
CA Wolfsom NMNM 106240002	E/2	32-23S-32E	-
CA Wolfcamp NMNM 106340882	<b>E/2</b>	05-24S-32E	

Wells					
Well API	Well Name	UL or Q/Q	S-T-R	Pool	
30-025-48434	GIN AND TECTONIC FEDERAL	E/2	32-23S-32E	98248	
30-025-48434	COM #701H	<b>E/2</b>	05-24S-32E	90240	
30-025-48435	GIN AND TECTONIC FEDERAL	E/2	32-23S-32E	98248	
	COM #702H	<b>E/2</b>	05-24S-32E	90240	
30-025-48436	GIN AND TECTONIC FEDERAL	E/2	32-23S-32E	98248	
	COM #703H	<b>E/2</b>	05-24S-32E	90240	
30-025-48437	GIN AND TECTONIC FEDERAL	E/2	32-23S-32E	98248	
	COM #704H	E/2	05-24S-32E	90248	

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 289468

#### CONDITIONS

Operator:	OGRID:
COG OPERATING LLC	229137
600 W Illinois Ave	Action Number:
Midland, TX 79701	289468
	Action Type:
	[C-107] Surface Commingle or Off-Lease (C-107B)

#### CONDITIONS

Created By		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.	5/23/2025