



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 702H  
API# 30-025-48435  
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 704H  
API# 30-025-48437  
WC-025G-08s243217P: Upr Wolfcamp  
Ut. O, Sec. 5-T24S-R32E  
Lea County, NM

**Oil Production:**

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

Notifications have been sent to all working interest owners

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

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

Sincerely,  
*Jeanette Barron*

Jeanette Barron  
Regulatory Coordinator

Revised March 23, 2017

RECEIVED:	REVIEWER:	TYPE:	APP NO:
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ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

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



**ADMINISTRATIVE APPLICATION CHECKLIST**

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

Applicant: \_\_\_\_\_ OGRID Number: \_\_\_\_\_  
 Well Name: \_\_\_\_\_ API: \_\_\_\_\_  
 Pool: \_\_\_\_\_ Pool Code: \_\_\_\_\_

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

1) **TYPE OF APPLICATION:** Check those which apply for [A]

A. Location – Spacing Unit – Simultaneous Dedication

☐ NSL      ☐ NSP (PROJECT AREA)      ☐ NSP (PRORATION UNIT)      ☐ SD

B. Check one only for [ I ] or [ II ]

[ I ] Commingling – Storage – Measurement

☐ DHC    ☐ CTB    ☐ PLC    ☐ PC    ☐ OLS    ☐ OLM

[ II ] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery

☐ WFX    ☐ PMX    ☐ SWD    ☐ IPI    ☐ EOR    ☐ PPR

2) **NOTIFICATION REQUIRED TO:** Check those which apply.

- A. ☐ Offset operators or lease holders  
 B. ☐ Royalty, overriding royalty owners, revenue owners  
 C. ☐ Application requires published notice  
 D. ☐ Notification and/or concurrent approval by SLO  
 E. ☐ Notification and/or concurrent approval by BLM  
 F. ☐ Surface owner  
 G. ☐ For all of the above, proof of notification or publication is attached, and/or,  
 H. ☐ No notice required

**FOR OCD ONLY**

- ☐ Notice Complete  
☐ Application Content Complete

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

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

11.29.23

Date

Print or Type Name

Phone Number

*Jeanette Barron*

Signature

e-mail Address

District I

1625 N. French Drive, Hobbs, NM 88240

District II

811 S. First St., Artesia, NM 88210

District III

1000 Rio Brazos Road, Aztec, NM 87410

District IV1220 S. St Francis Dr, Santa Fe, NM  
87505

State of New Mexico

Energy, Minerals and Natural Resources Department

Form C-107-B

Revised August 1, 2011

**OIL CONSERVATION DIVISION**1220 S. St Francis Drive  
Santa Fe, New Mexico 87505Submit the original  
application to the Santa Fe  
office with one copy to the  
appropriate District Office.**APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)**

OPERATOR NAME: COG Operating LLC

OPERATOR ADDRESS: 2208 W Main Street, Artesia, New Mexico 88210

APPLICATION TYPE:

☐ Pool Commingling ☐ Lease Commingling ☐ Pool and Lease Commingling ☒ Off-Lease Storage and Measurement (Only if not Surface Commingled)LEASE TYPE: ☐ Fee ☐ State ☒ FederalIs this an Amendment to existing Order? ☐ Yes ☐ No If "Yes", please include the appropriate Order No. \_\_\_\_\_

Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling

☐ Yes ☐ No**(A) POOL COMMINGLING**

Please attach sheets with the following information

(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes

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

Please attach sheets with the following information

(1) Pool Name and Code.

(2) Is all production from same source of supply? ☐ Yes ☐ No(3) Has all interest owners been notified by certified mail of the proposed commingling? ☐ Yes ☐ No(4) Measurement type: ☐ Metering ☐ Other (Specify)**(C) POOL and LEASE COMMINGLING**

Please attach sheets with the following information

(1) Complete Sections A and E.

**(D) OFF-LEASE STORAGE and MEASUREMENT**

Please attached sheets with the following information

(1) Is all production from same source of supply? ☒ Yes ☐ No

(2) Include proof of notice to all interest owners.

**(E) ADDITIONAL INFORMATION (for all application types)**

Please attach sheets with the following information

(1) A schematic diagram of facility, including legal location.

(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.

(3) Lease Names, Lease and Well Numbers, and API Numbers.

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

SIGNATURE: Jeanette Barron TITLE: Regulatory Coordinator DATE: 11.29.23TYPE OR PRINT NAME Jeanette Barron TELEPHONE NO.: 575.748.6974E-MAIL ADDRESS: jeanette.barron@conocophillips.com

DISTRICT I  
1625 N. FRENCH DR., HOBBS, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720

DISTRICT II  
611 S. FIRST ST., ARTESIA, NM 88210  
Phone: (575) 748-1283 Fax: (575) 748-9720

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

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

State of New Mexico  
Energy, Minerals & Natural Resources Department  
**OIL CONSERVATION DIVISION**  
1220 SOUTH ST. FRANCIS DR.  
Santa Fe, New Mexico 87505

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

☐ AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number <b>30-025-48434</b>	Pool Code <b>98248</b>	Pool Name <b>WC-025 G-08 S243217P; UPR WOLFCAMP</b>
Property Code <b>329961</b>	Property Name <b>GIN AND TECTONIC FEDERAL COM</b>	Well Number <b>701H</b>
OGRID No. <b>229137</b>	Operator Name <b>COG OPERATING, LLC</b>	Elevation <b>3644.9'</b>

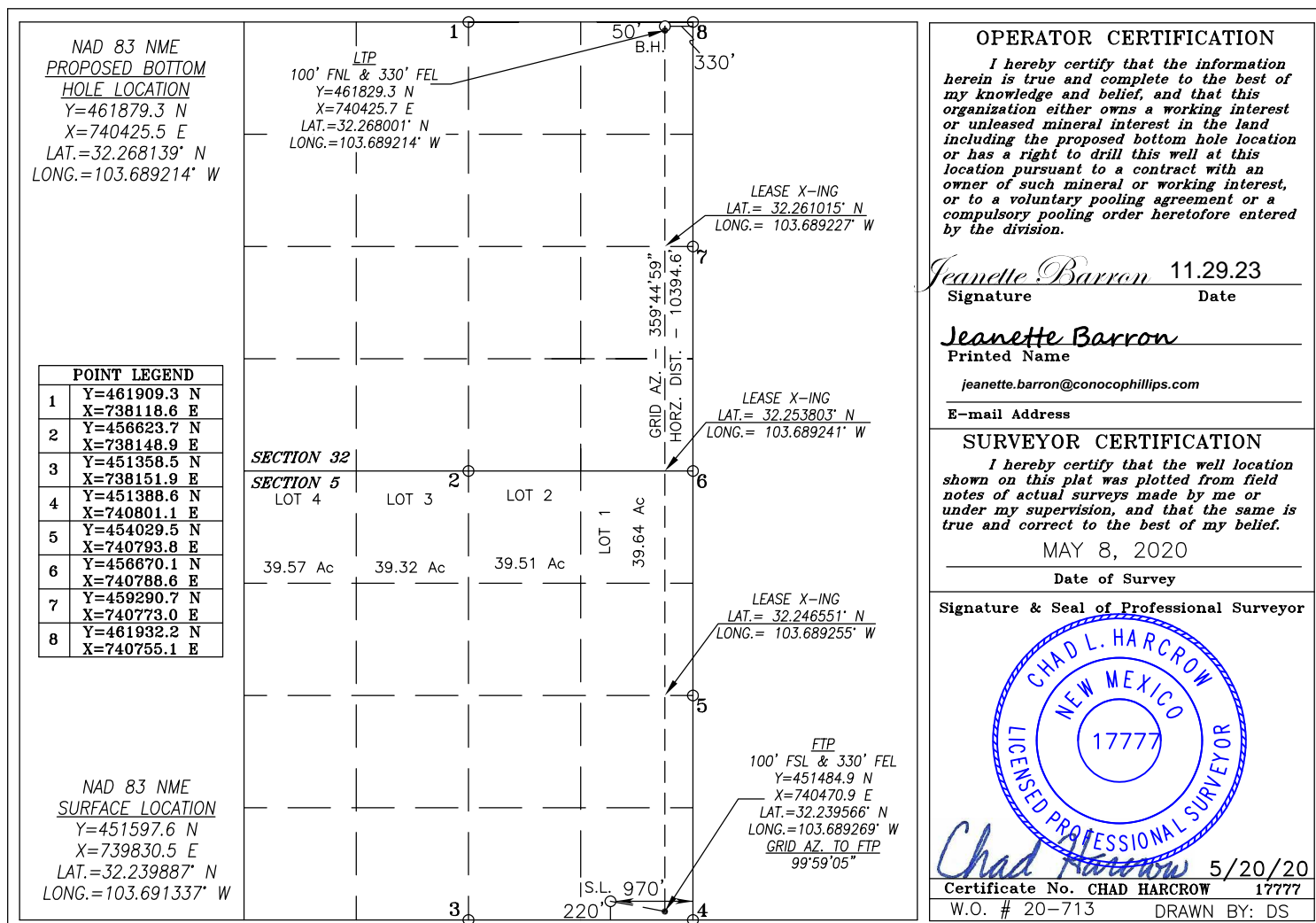
**Surface Location**

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	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 Acres <b>639.13</b>	Joint or Infill	Consolidation Code	Order No.						

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



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Santa Fe, New Mexico 87505

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☐ AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number <b>30-025-48435</b>	Pool Code <b>98248</b>	Pool Name <b>WC-025 G-08 S243217P; UPR WOLFCAMP</b>
Property Code <b>329961</b>	Property Name <b>GIN AND TECTONIC FEDERAL COM</b>	Well Number <b>702H</b>
OGRID No. <b>229137</b>	Operator Name <b>COG OPERATING, LLC</b>	Elevation <b>3645.4'</b>

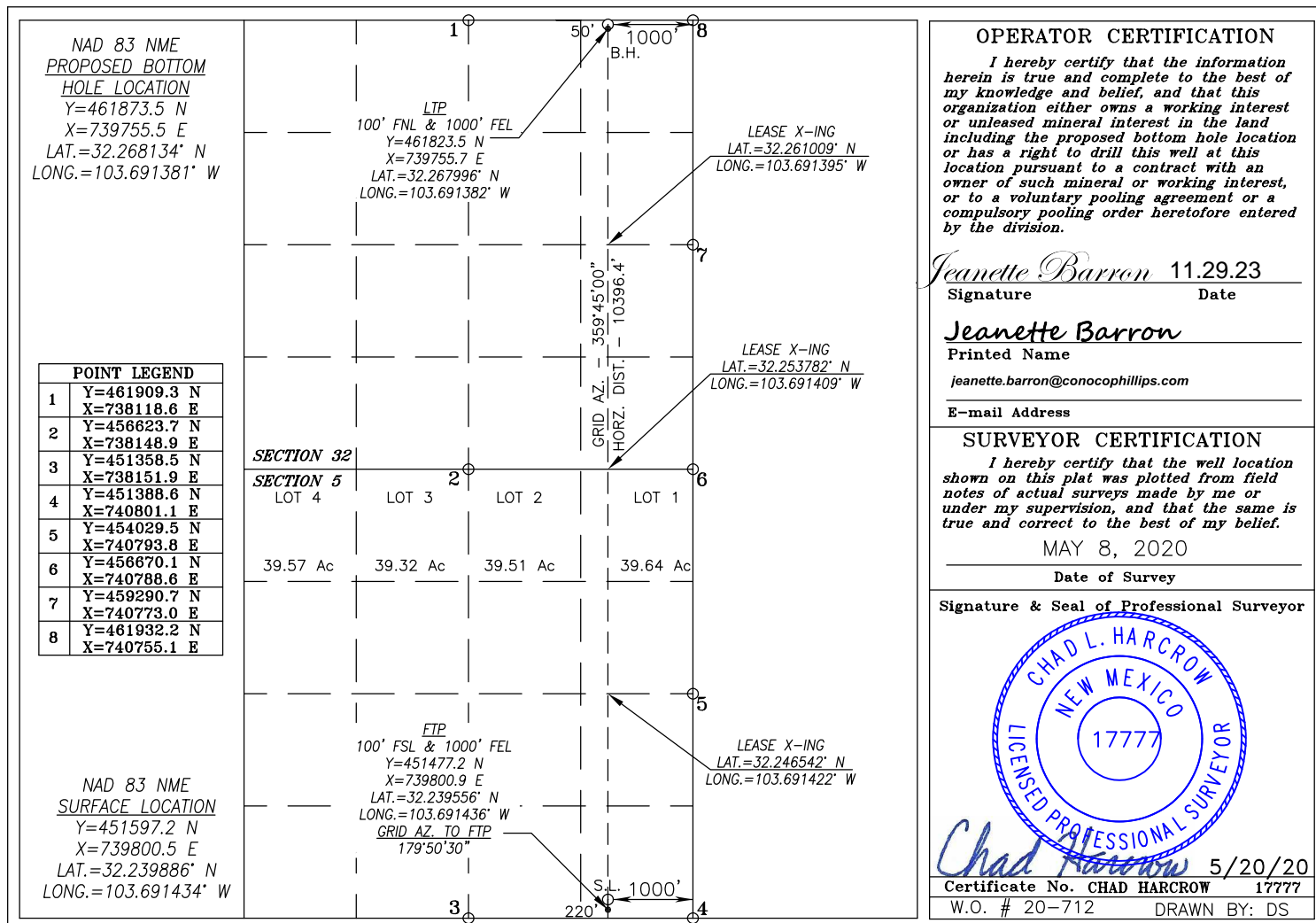
**Surface Location**

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	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	1000	EAST	LEA
Dedicated Acres <b>639.13</b>	Joint or Infill	Consolidation Code	Order No.						

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Form C-102  
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☐ AMENDED REPORT

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number <b>30-025-48436</b>	Pool Code <b>98248</b>	Pool Name <b>WC-025 G-08 S243217P; UPR WOLFCAMP</b>
Property Code <b>329961</b>	Property Name <b>GIN AND TECTONIC FEDERAL COM</b>	Well Number <b>703H</b>
OGRID No. <b>229137</b>	Operator Name <b>COG OPERATING, LLC</b>	Elevation <b>3645.7'</b>

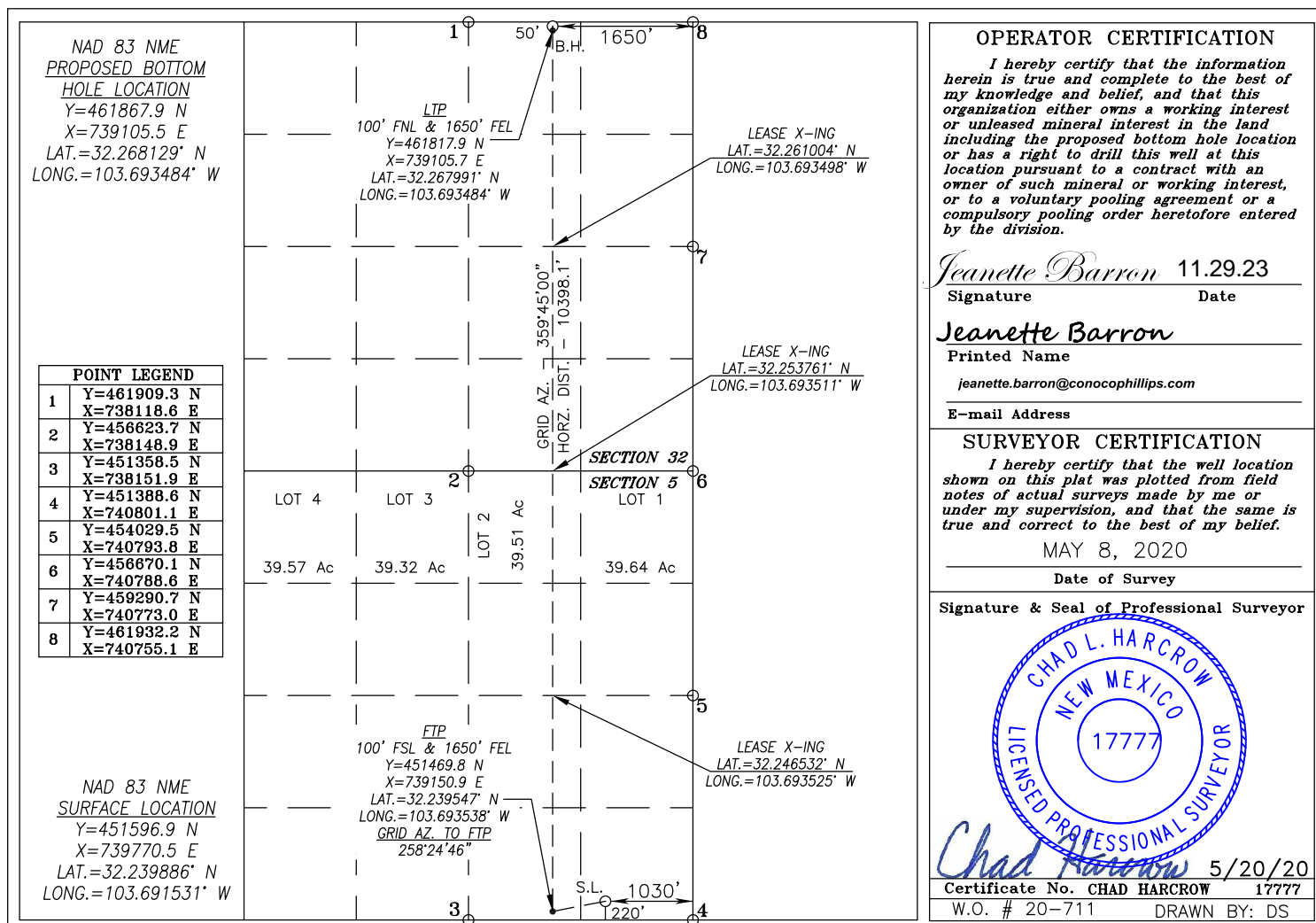
**Surface Location**

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	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	32	23-S	32-E		50	NORTH	1650	EAST	LEA
Dedicated Acres <b>639.13</b>	Joint or Infill	Consolidation Code	Order No.						

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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number <b>30-025-48437</b>	Pool Code <b>98248</b>	Pool Name <b>WC-025 G-08 S243217P; UPR WOLFCAMP</b>
Property Code <b>329961</b>	Property Name <b>GIN AND TECTONIC FEDERAL COM</b>	Well Number <b>704H</b>
OGRID No. <b>229137</b>	Operator Name <b>COG OPERATING, LLC</b>	Elevation <b>3620.7'</b>

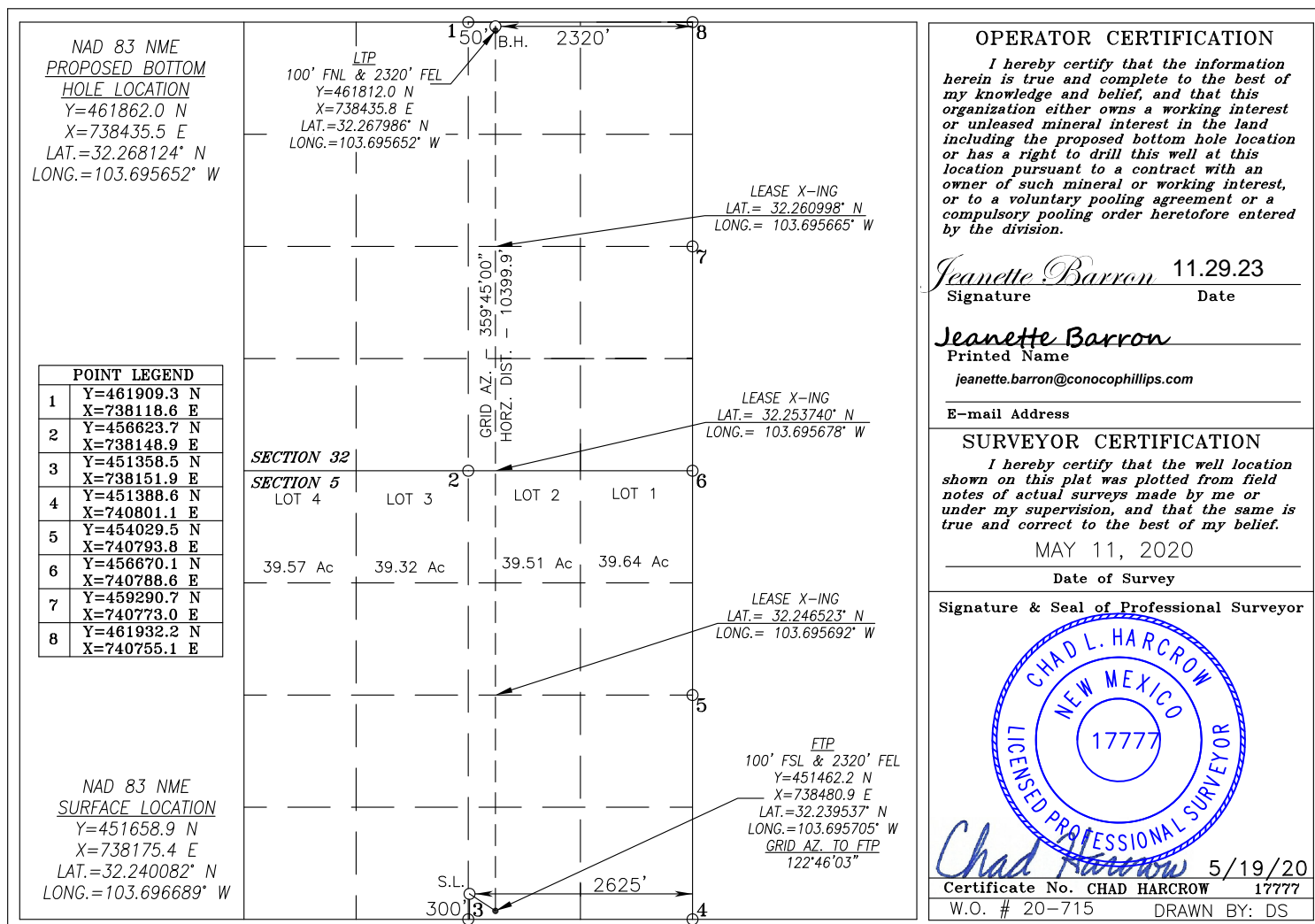
**Surface Location**

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
B	32	23-S	32-E		50	NORTH	2320	EAST	LEA
Dedicated Acres <b>639.13</b>	Joint or Infill	Consolidation Code	Order No.						

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**GIN AND TECTONIC FEDERAL 5 0 CTB**

SECTION 5, T24S, R32E, UNIT O  
COORDS: 32.242287, -103.695306  
LEA COUNTY, NM

WELLS:

GIN AND TECTONIC FEDERAL COM #701H: 30-025-48434  
GIN AND TECTONIC FEDERAL COM #702H: 30-025-48435  
GIN AND TECTONIC FEDERAL COM #703H: 30-025-48436  
GIN AND TECTONIC FEDERAL COM #704H: 30-025-48437  
GIN AND TECTONIC FEDERAL COM #705H: 30-025-48438  
GIN AND TECTONIC FEDERAL COM #706H: 30-025-48439  
GIN AND TECTONIC FEDERAL COM #707H: 30-025-48440  
GIN AND TECTONIC FEDERAL COM #708H: 30-025-48441

## METERS

(O1) Tester #1A Oil Meter # \_\_\_\_\_  
(G1) Tester #1A Gas Meter # \_\_\_\_\_  
(W1) Tester #1A Water Meter # \_\_\_\_\_  
(O2) Tester #2A Oil Meter # \_\_\_\_\_  
(G2) Tester #2A Gas Meter # \_\_\_\_\_  
(W2) Tester #2A Water Meter # \_\_\_\_\_  
(O3) Tester #3A Oil Meter # \_\_\_\_\_  
(G3) Tester #3A Gas Meter # \_\_\_\_\_  
(W3) Tester #3A Water Meter # \_\_\_\_\_  
(O4) Tester #4A Oil Meter # \_\_\_\_\_  
(G4) Tester #4A Gas Meter # \_\_\_\_\_  
(W4) Tester #4A Water Meter # \_\_\_\_\_

## METERS

(O5) Tester #1B Oil Meter # \_\_\_\_\_  
(G5) Tester #1B Gas Meter # \_\_\_\_\_  
(W5) Tester #1B Water Meter # \_\_\_\_\_  
(O6) Tester #2B Oil Meter # \_\_\_\_\_  
(G6) Tester #2B Gas Meter # \_\_\_\_\_  
(W6) Tester #2B Water Meter # \_\_\_\_\_  
(O7) Tester #3B Oil Meter # \_\_\_\_\_  
(G7) Tester #3B Gas Meter # \_\_\_\_\_  
(W7) Tester #3B Water Meter # \_\_\_\_\_  
(O8) Tester #4B Oil Meter # \_\_\_\_\_  
(G8) Tester #4B Gas Meter # \_\_\_\_\_  
(W8) Tester #4B Water Meter # \_\_\_\_\_

## METERS

(F1) HP Flare Gas Meter # \_\_\_\_\_  
(F2) HP Flare Gas Meter # \_\_\_\_\_  
(F3) HP Flare Gas Meter # \_\_\_\_\_  
(F4) HP Flare Gas Meter # \_\_\_\_\_  
(F5) LP Flare Gas Meter # \_\_\_\_\_  
(GV) VRU Gas Meter # \_\_\_\_\_  
(GS) VRU Sales Gas Meter # \_\_\_\_\_  
(WT) Water Transfer Meter # \_\_\_\_\_  
(C1) Check Gas Meter # \_\_\_\_\_  
(GA) FMP Gas Sales Meter #1 # \_\_\_\_\_  
(B1) Gas By Back Meter # \_\_\_\_\_  
(C2) Check Gas Meter # \_\_\_\_\_  
(GB) FMP Gas Sales Meter #2 # \_\_\_\_\_  
(B2) Gas By Back Meter # \_\_\_\_\_  
(H1) Heater Flash Gas Meter # \_\_\_\_\_  
(H2) Heater Flash Gas Meter # \_\_\_\_\_

### Royalty Free Fuel Usage:

(2) Heater Treater

Estimated Total Usage: \_\_\_\_ mcf/day

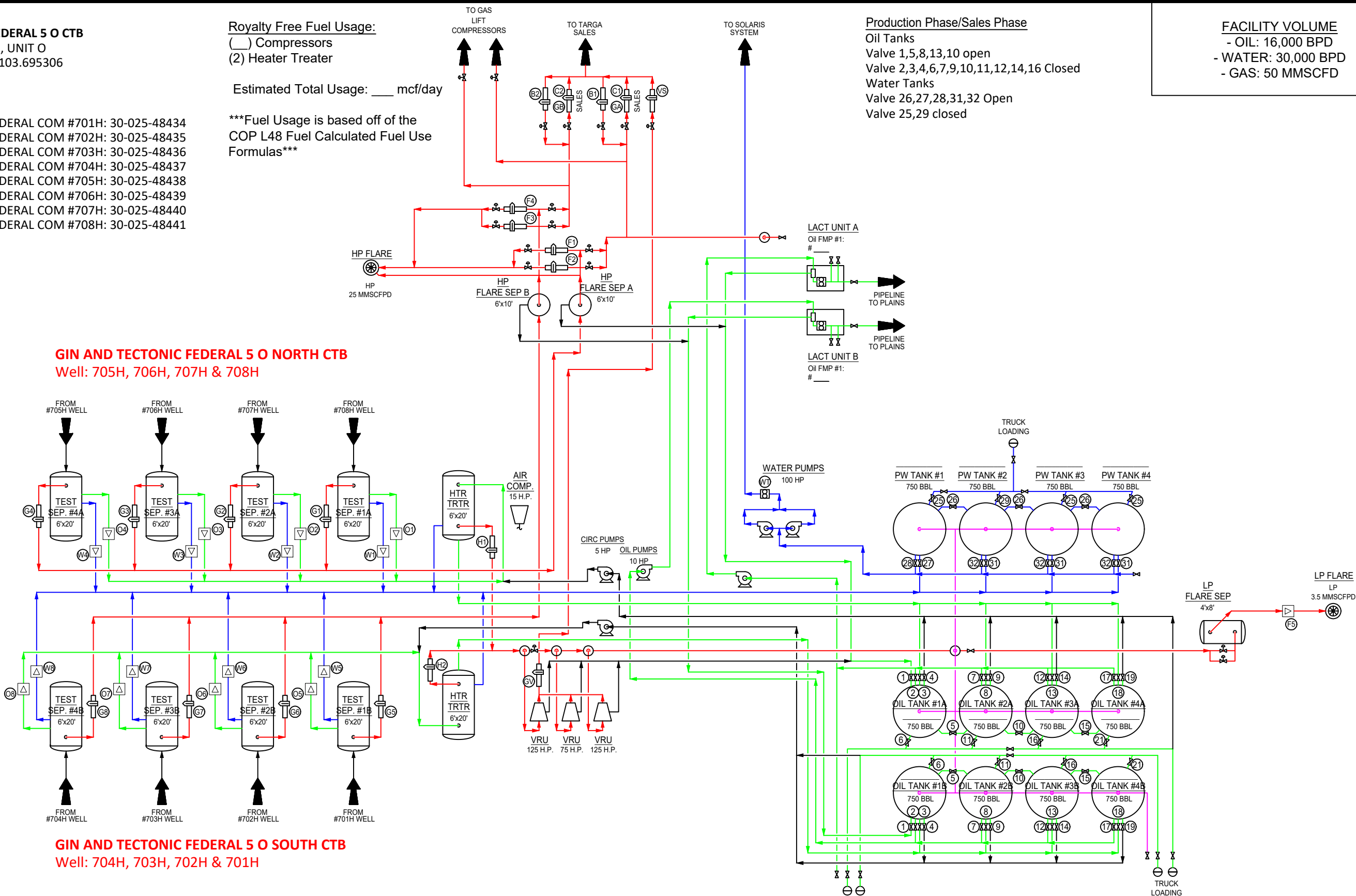
\*\*\*Fuel Usage is based off of the  
COP L48 Fuel Calculated Fuel Use  
Formulas\*\*\*

# GIN AND TECTONIC FEDERAL 5 O NORTH CTB

Well: 705H, 706H, 707H & 708H

# GIN AND TECTONIC FEDERAL 5 O SOUTH CTB





Well: 704H, 703H, 702H & 701H



**NOTES:**

**Type of Facility: Federal**  
**Lease #:**  
**CA #: In Progress**  
**NMOCD Property Code: 329961**  
**NMOCD OGRID #: 229137**

### Site Diagram Legend

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

**CONFIDENTIALITY NOTICE**

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

### REFERENCE DRAWINGS

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

## REVISIONS

NO.	DATE	DESCRIPTION	BY	CHK.
A	04/25/23	ISSUED FOR PRELIM	JS	CB
B	04/25/23	RE-ISSUED FOR PRELIM	JS	CB
C	06/20/23	REVISED PER FACILITY VOLUMES	JS	CB
D	06/22/23	REVISED PER WELL NUMBERS TO TESTERS	JS	CB

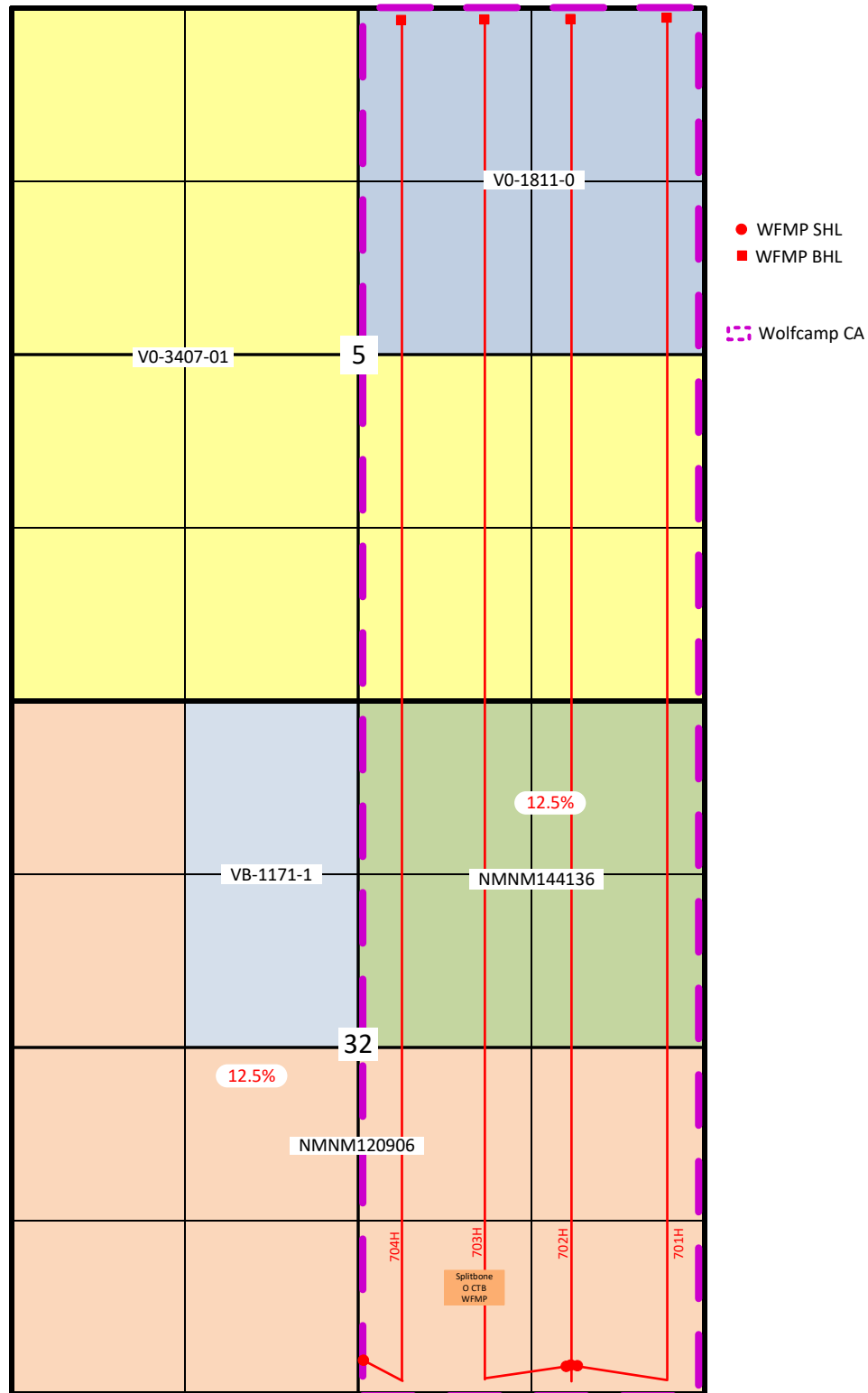
## ENGINEERING RECORD

APP.	BY	DATE
CB	DRN: JS	04/24/23
CB	DES:	
CB	CHK:	
CB	APP:	
	AFE NO:	
	FACIL ENGR: C. Blair	
	OPER ENGR:	
	SCALE: NONE	

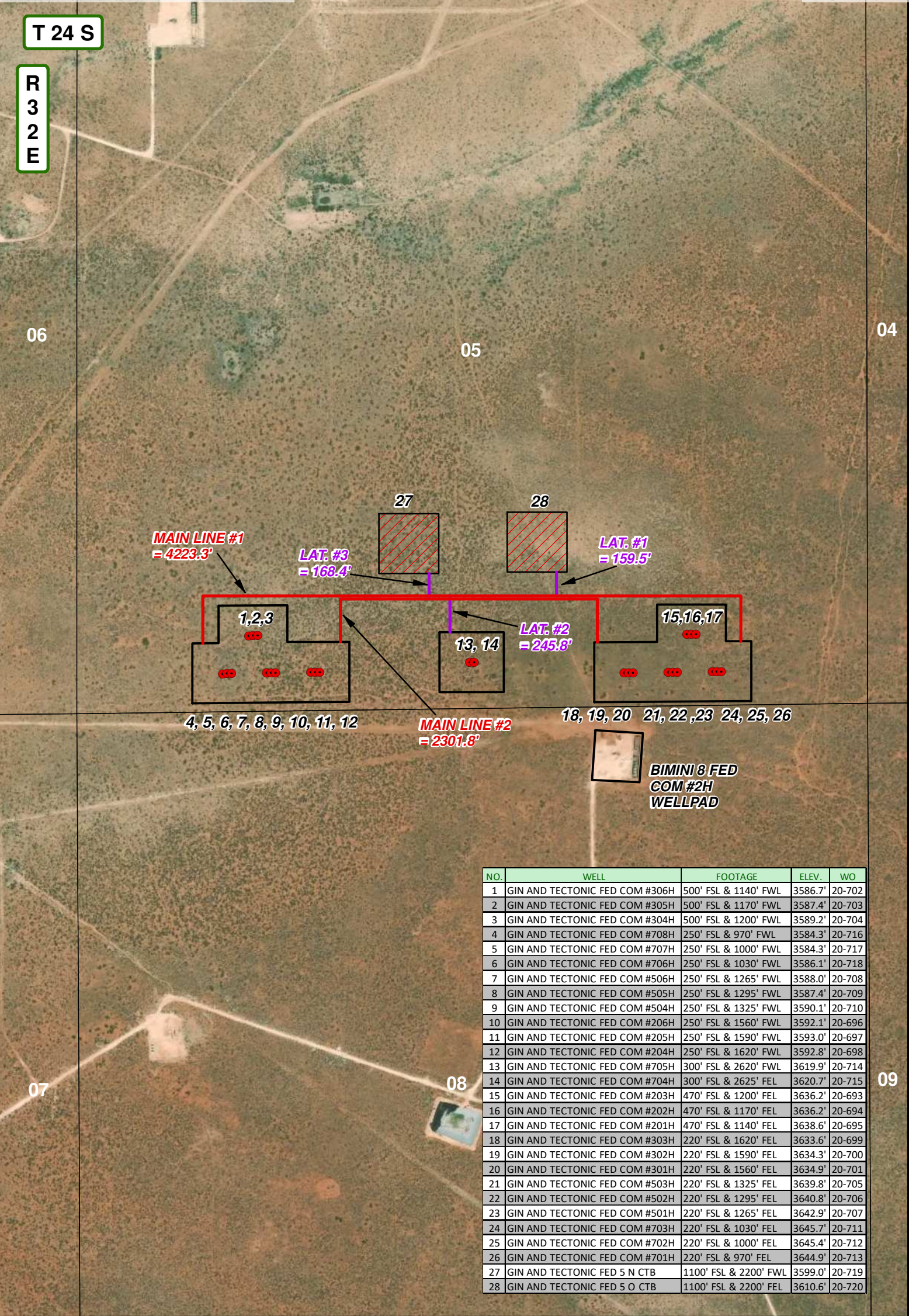


DELAWARE BASIN EAST ASSET PRODUCTION FACILITIES SITE FACILITY DIAGRAM GIN AND TECTONIC FEDERAL 5 0 CTB		
LEA COUNTY		NEW MEXICO
TWNSHP/RANGE	DWG NO. GinAndTectonicFed50CTB	REV D

### Gin & Tectonic Federal Wells



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



LEGEND

●

WELL

□

WELLPAD

—

PIPELINE

—

LAT. PIPELINE

GIN AND TECTONIC FEDERAL COM GAS LINES

SECTION: 5

TOWNSHIP: 24 S.

RANGE: 32 E.

STATE: NEW MEXICO

COUNTY: LEA

SURVEY: N.M.P.M

W.O. # 20-725

LEASE: GIN AND TECTONIC FEDERAL

07501,500

FEET

00.050.10.2

Miles

1 IN = 750 FT

PIPELINE OVERVIEW

IMAGERY

5/18/2020

D.S.

CONCHO

COG OPERATING, LLC

HARCROW SURVEYING, LLC.

2316 W. MAIN ST, ARTESIA, NM 88210

PH: (575) 746-2158

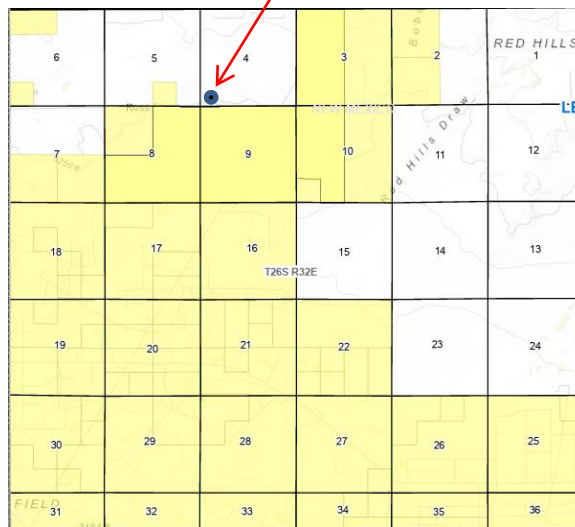
c.harcrow@harcrowsurveying.com

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

Gin & Tectonic Fed Com  
Lea County, NM



Red Hills Offload Station  
Lea County, NM



Jal Offload Station  
Lea County, NM



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	OK	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	

**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 not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

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

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

NOW, THEREFORE, in consideration of the premises and the mutual advantage 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, 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, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **COG Operating LLC, 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

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 terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2- year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal

land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

**OPERATOR:  
COG OPERATING LLC**

Date: 11-14-23

By: \_\_\_\_\_

Ryan D. Owen  
Attorney-in-fact

*[Signature]*  
*[Signature]*

**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

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date: 11-14-23 By: Ry D. Owen  
COG OPERATING LLC  
Ryan D. Owen  
Attorney-in-fact

Date: 11-14-23 By: Ry D. Owen  
COG PRODUCTION LLC  
Ryan D. Owen  
Attorney-in-fact

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
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

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

COG OPERATING LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Ryan D. Owen  
Attorney-in-fact

COG PRODUCTION LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Ryan D. Owen  
Attorney-in-fact

ALPHA ENERGY PARTNERS, LLC

Date: 08/29/2023

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Pumperton  
P. Nick Maxwell  
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: \_\_\_\_\_

**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: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Harvard Petroleum Company LLC**Date: June 20, 2023By: Name: Jeff HarvardTitle: Manager**H. Lee and Joanne Harvard Trust**Date: June 20, 2023By: Name: Jeff HarvardTitle: Trustee

Har-Vest, LLC

Date: June 20, 2023By: [Signature]Name: Jeff HarvardTitle: Manager

Patricia Darlene Rodak

Date: June 30, 2023By: Patricia RodakName: PATRICIA DARLENE RODAKTitle: INDIVIDUALLY

J4 Family Limited Partnership

Date: June 20, 2023By: [Signature]Name: Jeff HarvardTitle: General Partner

Capitan Mountain Oil &amp; Gas, LLC

Date: 6/27/2023By: [Signature]Name: Jimi BallTitle: ORGANIZER

Ball Oil &amp; Gas, LLC

Date: 6/27/2023By: [Signature]Name: Jim BallTitle: ORGANIZER

Gerald Childress et ux, Martha Childress

Date: June 30, 2023By: Jane HarvardName: Jane HarvardTitle: Personal Representative  
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: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HARVARD PETROLEUM COMPANY, LLC

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HAR-VEST, LLC

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

J 4 FAMILY LIMITED PARTNERSHIP

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


NORTHERN OIL AND GAS, INC.


Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: Andrew Voelker  
Title: Attorney-in-Fact

PATRICIA DARLENE RODAK

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD cont.

Date: 9-20-2023 By:  AK  
Name: David M. Korell  
Title: Land Manager

Date: 9-20-2023 By:  AK  
Name: David M. Korell  
Title: Land Manager

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

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

STATE OF \_\_\_\_\_ §  
                                  §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of **ALPHA ENERGY PARTNERS, LLC**, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
                                  §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of **BALL OIL AND GAS, LLC**, a \_\_\_\_\_, 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 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

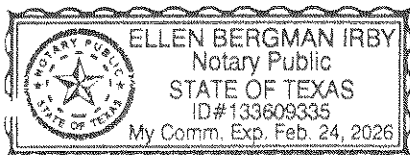
STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

STATE OF TX §  
                                  §  
COUNTY OF Midland §

The instrument was acknowledged before me on August 29, 2023, by P. Nick Maxwell as CEO of **ALPHA ENERGY PARTNERS, LLC**, a Texas LLC, on behalf of same.



[Signature]  
Notary Public - State of Texas

STATE OF \_\_\_\_\_ §  
                                  §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of **BALL OIL AND GAS, LLC**, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

STATE OF NEW MEXICO §  
§  
COUNTY OF CHAVES §

This instrument was acknowledged before me on the 20th day of June, 2023  
by Jeff Harvard, as Manager  
of Harvard Petroleum Company LLC, a New Mexico limited liability company on behalf of same.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
MELISSA RANDLE  
COMMISSION # 1080116  
EXPIRES MARCH 10, 2024

Melissa Randle  
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 me on the 20th 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

Melissa Randle  
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 me on the 20th day of June, 2023  
by Jeff Harvard, as Manager  
of Har-Vest, LLC, a New Mexico limited liability company on behalf of same.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
MELISSA RANDLE  
COMMISSION # 1080116  
EXPIRES MARCH 10, 2024

Melissa Randle  
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 me on the 30th day of June, 2023  
by Patricia Darlene Rodak.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
MELISSA RANDLE  
COMMISSION # 1080116  
EXPIRES MARCH 10, 2024

Melissa Randle  
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 me on the 20th day of June, 2023  
by Jeff Harvard, as General Partner  
of J4 Family Limited Partnership, a New Mexico limited partnership, on behalf of same.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
MELISSA RANDLE  
COMMISSION # 1080116  
EXPIRES MARCH 10, 2024

Melissa Randle  
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 me on the 27th day of June, 2023  
by Jim Ball, as Organizer  
of Capitan Mountain Oil & Gas, LLC, a New Mexico limited liability company, on behalf of same.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
MELISSA RANDLE  
COMMISSION # 1080116  
EXPIRES MARCH 10, 2024

Melissa Randle  
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 me on the 27th day of June, 2023  
by Jim Ball, as Organizer  
of Ball Oil & Gas, LLC, a New Mexico limited liability company, on behalf of same.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
MELISSA RANDLE  
COMMISSION # 1080116  
EXPIRES MARCH 10, 2024

Melissa Randle  
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 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, Personal Representative  
of J4 Family Limited Partnership, a New Mexico limited partnership, on behalf of same.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
MELISSA RANDLE  
COMMISSION # 1080116  
EXPIRES MARCH 10, 2024

Melissa Randle  
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 acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_, of HAR-VEST, LLC, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_, of J 4 FAMILY LIMITED PARTNERSHIP, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

STATE OF Minnesota §  
\_\_\_\_\_  
COUNTY OF Hennepin §

The instrument was acknowledged before me on September 5, 2023, by Andrew Voelke, as Attorney-in-Fact, of NORTHERN OIL AND GAS, INC., a Delaware Corporation, on behalf of same.



Pamela D. McWhirter  
Notary Public - State of Minnesota

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by **PATRICIA DARLENE RODAK, AS SEPARATE PROPERTY.**

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

ACKNOWLEDGEMENT cont.

STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

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.



Cynthia Sheldon  
Notary Public - State of OKLAHOMA

STATE OF OKLAHOMA §

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.

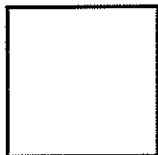


Cynthia Sheldon  
Notary Public - State of OKLAHOMA

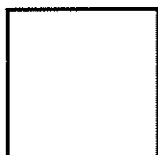
**EXHIBIT "A"**

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.

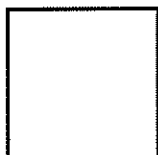
**Tract 1:**  
Sec 32: NE4  
V0-1811



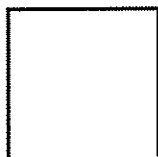
**Tract 2:**  
Sec 32: SE4  
V0-3407



**Tract 3:**  
Sec 5: Lots 1, 2,  
S2NE4  
NMNM-144136



**Tract 4:**  
Sec 5: SE4  
NM-120906



		40	40
		40	40
		40	40
<b>Sec. 32</b>		40	40
		39.66	39.47
		40	40
		40	40
<b>Sec. 5</b>		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  
 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%
	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%
	Capitan Mountain Oil & Gas, LLC	1.000000%
	Ball Oil and Gas, LLC	1.000000%
	Har-Vest, LLC	1.000000%
	Alpha Energy Partners, LLC	0.500000%
	Northern Oil & Gas, Inc.	<u>0.500000%</u>
		100.000000%

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

Royalty Rate: 16.67%  
 WI Owners Names and Interest: COG Operating LLC 85.00000000%  
 WPX Energy Permian, LLC 15.00000000%  
 100.00000000%

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 100%  
 ORRI Owners: Of Record.

**TRACT 4:**

Lease Serial No.: **NMNM 120906**  
 Lease Date: November 1, 2008  
 Lease Term: Ten (10) Years  
 Recordation: Unrecorded  
 Lessor: 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%  
 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%
<b>TOTAL</b>	<b>639.13</b>	<b>100.00%</b>

**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 not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

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

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

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

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

**Township 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, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **COG Operating LLC, 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

GIN &amp; TECTONIC FED COM E2 WC-CA

1

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 therefrom 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 terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2- year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal

land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

**OPERATOR:  
COG OPERATING LLC**

Date: 11-14-23

By: \_\_\_\_\_

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

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date: 11-14-23 By: COG OPERATING LLC  
Ry D. Owen  
Ryan D. Owen  
Attorney-in-fact WFO

Date: 11-14-23 By: COG PRODUCTION LLC  
Ry D. Owen  
Ryan D. Owen  
Attorney-in-fact WFO

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

COG OPERATING LLC

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Ryan D. Owen  
Attorney-in-fact

COG PRODUCTION LLC

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Ryan D. Owen  
Attorney-in-fact

ALPHA ENERGY PARTNERS, LLC

Date: 8/29/2023 By: P. Nick Maxwell  
Name: P. Nick Maxwell  
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: \_\_\_\_\_

**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: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Harvard Petroleum Company LLC**Date: June 20, 2023By: Name: Jeff HarvardTitle: Manager**H. Lee and Joanne Harvard Trust**Date: June 20, 2023By: Name: Jeff HarvardTitle: Trustee

Har-Vest, LLC

Date: June 20, 2023By: [Signature]Name: Jeff HarvardTitle: Manager

Patricia Darlene Rodak

Date: June 30, 2023By: PATRICIA DARLENE RODAKName: PATRICIA DARLENE RODAKTitle: INDIVIDUALLY

J4 Family Limited Partnership

Date: June 20, 2023By: [Signature]Name: Jeff HarvardTitle: General Partner

Capitan Mountain Oil &amp; Gas, LLC

Date: 6/27/2023By: [Signature]Name: TIM BALLTitle: ORGANIZER

Ball Oil &amp; Gas, LLC

Date: 6/27/2023By: [Signature]Name: TIM BALLTitle: ORGANIZER

Gerald Childress et ux, Martha Childress

Date: June 30, 2023By: Jane HarvardName: Jane HarvardTitle: Personal Representative  
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: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HARVARD PETROLEUM COMPANY, LLC**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HAR-VEST, LLC**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**J 4 FAMILY LIMITED PARTNERSHIP**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**NORTHERN OIL AND GAS, INC.**

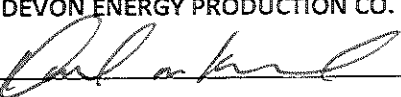
Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: Andrew Voelker  
Title: Attorney-in-Fact

**PATRICIA DARLENE RODAK**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD cont.

Date: 9-20-2023 By:  AK  
Name: David M. Korell  
Title: Land Manager

Date: 9-20-2023 By:  AK  
Name: David M. Korell  
Title: Land Manager

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

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

STATE OF \_\_\_\_\_ §  
                                  §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_, of **ALPHA ENERGY PARTNERS, LLC**, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
                                  §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_, of **BALL OIL AND GAS, LLC**, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

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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

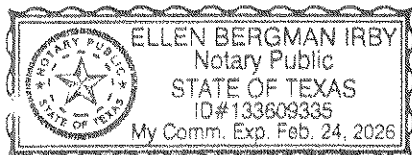
STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

STATE OF \_\_\_\_\_ §  
                                  §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on August 29, 2023, by P. Nick Maxwell, as CEO of **ALPHA ENERGY PARTNERS, LLC**, a Texas LLC, on behalf of same.



[Signature]  
Notary Public - State of Texas

STATE OF \_\_\_\_\_ §  
                                  §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of **BALL OIL AND GAS, LLC**, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

GIN & TECTONIC FED COM E2 WC-CA

STATE OF NEW MEXICO §  
§  
COUNTY OF CHAVES §

This instrument was acknowledged before me on the 20th day of June, 2023  
by Jeff Harvard, as Manager  
of Harvard Petroleum Company LLC, a New Mexico limited liability company on behalf of same.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
MELISSA RANDLE  
COMMISSION # 1080116  
EXPIRES MARCH 10, 2024

Melissa Randle  
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 me on the 20th 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  
STATE OF NEW MEXICO §  
COUNTY OF CHAVES §

Melissa Randle  
Notary Public in and for the State of New Mexico  
My Commission Expires: March 10, 2024

This instrument was acknowledged before me on the 20th day of June, 2023  
by Jeff Harvard, as Manager  
of Har-Vest, LLC, a New Mexico limited liability company on behalf of same.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
MELISSA RANDLE  
COMMISSION # 1080116  
EXPIRES MARCH 10, 2024  
STATE OF NEW MEXICO §  
COUNTY OF CHAVES §

Melissa Randle  
Notary Public in and for the State of New Mexico  
My Commission Expires: March 10, 2024

This instrument was acknowledged before me on the 30th day of June, 2023  
by Patricia Darlene Rodak.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
MELISSA RANDLE  
COMMISSION # 1080116  
EXPIRES MARCH 10, 2024

Melissa Randle  
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 me on the 20th day of June, 2023  
by Jeff Harvard, as General Partner  
of J4 Family Limited Partnership, a New Mexico limited partnership, on behalf of same.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
MELISSA RANDLE  
COMMISSION # 1080116  
EXPIRES MARCH 10, 2024

Melissa Randle  
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 me on the 27th day of June, 2023  
by Jim Ball, as Organizer  
of Capitan Mountain Oil & Gas, LLC, a New Mexico limited liability company on behalf of same.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
MELISSA RANDLE  
COMMISSION # 1080116  
EXPIRES MARCH 10, 2024

Melissa Randle  
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 me on the 27th day of June, 2023  
by Jim Ball, as Organizer  
of Ball Oil & Gas, LLC., a New Mexico limited liability company on behalf of same.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
MELISSA RANDLE  
COMMISSION # 1080116  
EXPIRES MARCH 10, 2024

Melissa Randle  
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 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.  
Personal Representative

STATE OF NEW MEXICO  
NOTARY PUBLIC  
MELISSA RANDLE  
COMMISSION # 1080116  
EXPIRES MARCH 10, 2024

Melissa Randle  
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 acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of HAR-VEST, LLC, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of J 4 FAMILY LIMITED PARTNERSHIP, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

STATE OF Minnesota §  
\_\_\_\_\_  
COUNTY OF Hennepin §

The instrument was acknowledged before me on September 5, 2023, by Andrew Voelker, as Attorney-in-Fact of NORTHERN OIL AND GAS, INC., a Delaware Corporation, on behalf of same.



Pamela D. McWhirter  
Notary Public - State of Minnesota

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by PATRICIA DARLENE RODAK, AS SEPARATE PROPERTY.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

ACKNOWLEDGEMENT cont.

STATE OF OKLAHOMA §

§  
COUNTY OF OKLAHOMA §

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.



Cynthia Sheldon  
Notary Public - State of OKLAHOMA

STATE OF OKLAHOMA §

§  
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.

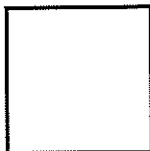


Cynthia Sheldon  
Notary Public - State of OKLAHOMA

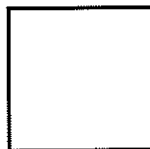
## EXHIBIT "A"

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.

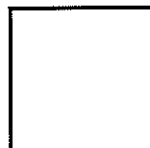
**Tract 1:**  
Sec 32: NE4  
V0-1811



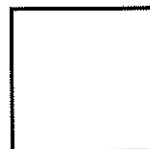
**Tract 2:**  
Sec 32: SE4  
V0-3407



**Tract 3:**  
Sec 5: Lots 1, 2,  
S2NE4  
NMNM-144136



**Tract 4:**  
Sec 5: SE4  
NM-120906



		40	40
		40	40
		40	40
<b>Sec. 32</b>		40	40
		39.66	39.47
		40	40
		40	40
<b>Sec. 5</b>		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  
 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%
	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%
	Capitan Mountain Oil & Gas, LLC	1.000000%
	Ball Oil and Gas, LLC	1.000000%
	Har-Vest, LLC	1.000000%
	Alpha Energy Partners, LLC	0.500000%
	Northern Oil & Gas, Inc.	0.500000%
		100.000000%

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

Royalty Rate: 16.67%  
 WI Owners Names and Interest: COG Operating LLC 85.00000000%  
 WPX Energy Permian, LLC 15.00000000%  
 100.00000000%

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 100%  
 ORRI Owners: Of Record.

**TRACT 4:**

Lease Serial No.: NMNM 120906  
 Lease Date: November 1, 2008  
 Lease Term: Ten (10) Years  
 Recordation: Unrecorded  
 Lessor: 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%  
 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%
<b>TOTAL</b>	<b>639.13</b>	<b>100.00%</b>

**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 not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

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

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

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

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

**Township 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, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **COG Operating LLC, 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

GIN &amp; TECTONIC FED COM E2 WC-CA

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 terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2- year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal

land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

**OPERATOR:**  
**COG OPERATING LLC**

Date: 11-14-23

By: \_\_\_\_\_

Ryan D. Owen  
Attorney-in-fact

*MAH*


**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

## WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date: 11-14-23 By: COG OPERATING LLC  
Ry D. L.  
Ryan D. Owen  
Attorney-in-fact 

Date: 11-14-23 By: COG PRODUCTION LLC  
Ry D. L.  
Ryan D. Owen  
Attorney-in-fact 

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

## COG OPERATING LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Ryan D. Owen  
Attorney-in-fact

## COG PRODUCTION LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Ryan D. Owen  
Attorney-in-fact

## ALPHA ENERGY PARTNERS, LLC

Date: 8/29/2023By: P. Nick MaxwellName: P. Nick MaxwellTitle: CEO

## BALL OIL AND GAS, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## CAPITAN MOUNTAIN OIL AND GAS, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## GERALD CHILDRESS &amp; 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: \_\_\_\_\_

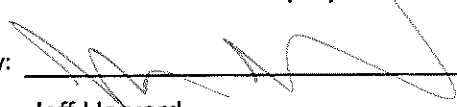
WPX Energy Permian, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

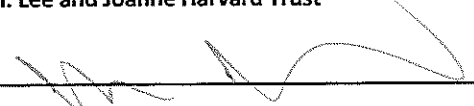
Harvard Petroleum Company LLC

Date: June 20, 2023

By:   
Name: Jeff Harvard  
Title: Manager

H. Lee and Joanne Harvard Trust

Date: June 20, 2023

By:   
Name: Jeff Harvard  
Title: Trustee

Har-Vest, LLC

Date: June 20, 2023By: [Signature]Name: Jeff HarvardTitle: Manager

Patricia Darlene Rodak

Date: June 30, 2023By: [Signature]Name: PATRICIA DARLENE RODAKTitle: INDIVIDUALLY

J4 Family Limited Partnership

Date: June 20, 2023By: [Signature]Name: Jeff HarvardTitle: General Partner

Capitan Mountain Oil &amp; Gas, LLC

Date: 6/27/2023By: [Signature]Name: JIM BALLTitle: Organizer

Ball Oil &amp; Gas, LLC

Date: 6/27/2023By: [Signature]Name: JIM BALLTitle: Organizer

Gerald Childress et ux, Martha Childress

Date: June 30, 2023By: [Signature]Name: Jane HarvardTitle: Personal Representative  
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: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HARVARD PETROLEUM COMPANY, LLC**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HAR-VEST, LLC**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**J 4 FAMILY LIMITED PARTNERSHIP**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**NORTHERN OIL AND GAS, INC.**


Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: Andrew Voelker BP  
Title: Attorney-in-Fact

**PATRICIA DARLENE RODAK**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD cont.

Date: 9-20-2023 By:  AM  
Name: David M. Korell  
Title: Land Manager

Date: 9-20-2023 By:  AM  
Name: David M. Korell  
Title: Land Manager

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

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

STATE OF \_\_\_\_\_ §  
                                  §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_, of **ALPHA ENERGY PARTNERS, LLC**, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
                                  §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_, of **BALL OIL AND GAS, LLC**, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

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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

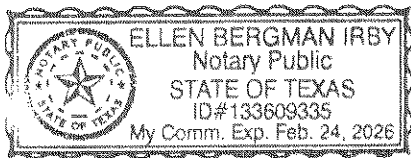
STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

STATE OF TX §  
                                  §  
COUNTY OF Midlands §

The instrument was acknowledged before me on August 29, 2023, by P. Nick Maxwell as CEO of **ALPHA ENERGY PARTNERS, LLC**, a TEXAS LLC, on behalf of same.



[Signature]  
Notary Public - State of TEXAS

STATE OF \_\_\_\_\_ §  
                                  §  
COUNTY OF \_\_\_\_\_ §

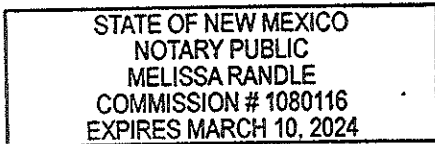
The instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of **BALL OIL AND GAS, LLC**, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

GIN & TECTONIC FED COM E2 WC-CA

STATE OF NEW MEXICO §  
§  
COUNTY OF CHAVES §

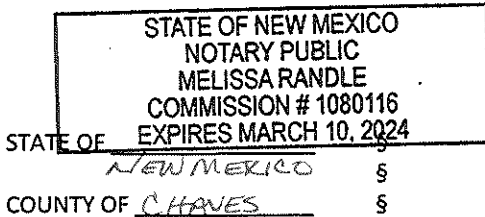
This instrument was acknowledged before me on the 20th day of June, 2023  
by Jeff Harvard, as Manager  
of Harvard Petroleum Company LLC, a New Mexico limited liability company on behalf of same.



Melissa Randle  
Notary Public in and for the State of New Mexico  
My Commission Expires: March 10, 2024

STATE OF \_\_\_\_\_ §  
§  
COUNTY OF \_\_\_\_\_ §

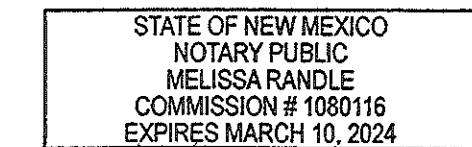
This instrument was acknowledged before me on the 20th day of June, 2023  
by Jeff Harvard, as Trustee  
of The H. Lee and Joanne Harvard Trust, a New Mexico Trust on behalf of same.



Melissa Randle  
Notary Public in and for the State of New Mexico  
My Commission Expires: March 10, 2024

STATE OF NEW MEXICO §  
COUNTY OF CHAVES §

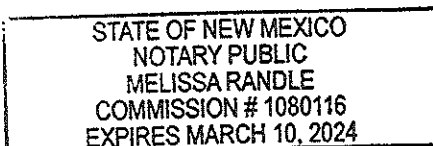
This instrument was acknowledged before me on the 20th day of June, 2023  
by Jeff Harvard, as Manager  
of Har-Vest, LLC, a New Mexico limited liability company on behalf of same.



Melissa Randle  
Notary Public in and for the State of New Mexico  
My Commission Expires: March 10, 2024

STATE OF NEW MEXICO §  
§  
COUNTY OF CHAVES §

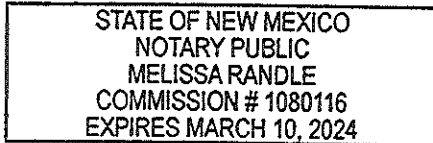
This instrument was acknowledged before me on the 30th day of June, 2023  
by Patricia Darlene Rodak.



Melissa Randle  
Notary Public in and for the State of New Mexico  
My Commission Expires: March 10, 2024

STATE OF NEW MEXICO §  
§  
COUNTY OF CHAVES §

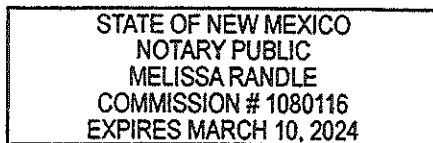
This instrument was acknowledged before me on the 20th day of June, 2023  
by Jeff Harvard as General Partner  
of J4 Family Limited Partnership, a New Mexico limited partnership, on behalf of same.



Melissa Randle  
Notary Public in and for the State of New Mexico  
My Commission Expires: March 10, 2024

STATE OF NEW MEXICO §  
§  
COUNTY OF CHAVES §

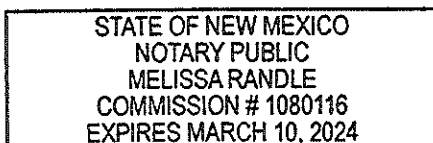
This instrument was acknowledged before me on the 27th day of June, 2023  
by Jim Ball as Organizer  
of Capitan Mountain Oil & Gas, LLC, a New Mexico limited liability company, on behalf of same.



Melissa Randle  
Notary Public in and for the State of New Mexico  
My Commission Expires: March 10, 2024

STATE OF NEW MEXICO §  
§  
COUNTY OF CHAVES §

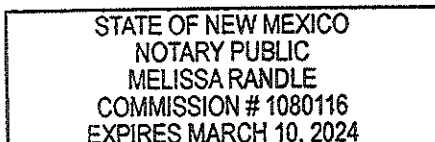
This instrument was acknowledged before me on the 27th day of June, 2023  
by Jim Ball as Organizer  
of Ball Oil & Gas, LLC, a New Mexico limited liability company on behalf of same.



Melissa Randle  
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 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 as Personal Representative



Melissa Randle  
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 acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of HAR-VEST, LLC, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

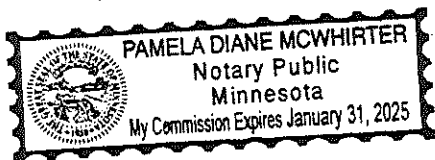
STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of J 4 FAMILY LIMITED PARTNERSHIP, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

STATE OF Minnesota §  
COUNTY OF Hennepin §

The instrument was acknowledged before me on September 5, 2023, by Andrew Voelker, as Attorney-in-Fact of NORTHERN OIL AND GAS, INC., a Delaware Corporation, on behalf of same.



Pamela D McWhirter  
Notary Public - State of Minnesota

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by **PATRICIA DARLENE RODAK, AS SEPARATE PROPERTY.**

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

ACKNOWLEDGEMENT cont.

STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

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.



Cynthia Sheldon  
Notary Public - State of OKLAHOMA

STATE OF OKLAHOMA §

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.

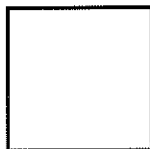


Cynthia Sheldon  
Notary Public - State of OKLAHOMA

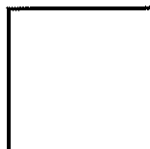
## EXHIBIT "A"

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.

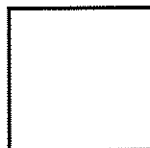
**Tract 1:**  
Sec 32: NE4  
VO-1811



**Tract 2:**  
Sec 32: SE4  
VO-3407



**Tract 3:**  
Sec 5: Lots 1, 2,  
S2NE4  
NMNM-144136



**Tract 4:**  
Sec 5: SE4  
NM-120906



		40	40
		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  
 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%
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%
Capitan Mountain Oil & Gas, LLC	1.000000%
Ball Oil and Gas, LLC	1.000000%
Har-Vest, LLC	1.000000%
Alpha Energy Partners, LLC	0.500000%
Northern Oil & Gas, Inc.	<u>0.500000%</u>
	100.000000%

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

Royalty Rate: 16.67%  
 WI Owners Names and Interest: COG Operating LLC 85.00000000%  
 WPX Energy Permian, LLC 15.00000000%  
 100.00000000%

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 100%

ORRI Owners: Of Record.

**TRACT 4:**

Lease Serial No.: NMNM 120906  
 Lease Date: November 1, 2008  
 Lease Term: Ten (10) Years  
 Recordation: Unrecorded  
 Lessor: 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%

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%
<b>TOTAL</b>	<b>639.13</b>	<b>100.00%</b>

NM State Land Office  
Oil, Gas, & Minerals Division

STATE/FEDERAL OR  
STATE/FEDERAL/FEE  
Revised June, 2022

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.

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: 11-14-23

By: 

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

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date: 11-14-23 By: COG OPERATING LLC  
Ry D. Owen  
Ryan D. Owen  
Attorney-in-fact WDM

Date: 11-14-23 By: COG PRODUCTION LLC  
Ry D. Owen  
Ryan D. Owen  
Attorney-in-fact WDM

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
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

## WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

## COG OPERATING LLC

Date: \_\_\_\_\_ By: \_\_\_\_\_  
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: P. Nick Maxwell  
Name: P. Nick Maxwell  
Title: CEO

## BALL OIL AND GAS, LLC

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## CAPITAN MOUNTAIN OIL AND GAS, LLC

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## GERALD CHILDRESS &amp; 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: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Harvard Petroleum Company LLC**Date: June 30, 2023By: Name: Jeff HarvardTitle: Manager**H. Lee and Joanne Harvard Trust**Date: June 30, 2023By: Name: Jeff HarvardTitle: Trustee

Date: June 30, 2023

Har-Vest, LLC

By: [Signature]Name: Jeff HarvardTitle: ManagerDate: 6/27/2023

Patricia Darlene Rodak

By: Patricia Darlene RodakName: PATRICIA DARLENE RODAKTitle: INDIVIDUALLYDate: June 30, 2023

J4 Family Limited Partnership

By: [Signature]Name: Jeff HarvardTitle: General PartnerDate: 6/27/2023

Capitan Mountain Oil &amp; Gas, LLC

By: [Signature]Name: JIM BALLTitle: ORGANIZERDate: 6/27/2023

Ball Oil &amp; Gas, LLC

By: [Signature]Name: JIM BALLTitle: ORGANIZERDate: June 30, 2023

Gerald Childress et ux, Martha Childress

By: Jane HarvardName: Jane HarvardTitle: Personal Representative  
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: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HARVARD PETROLEUM COMPANY, LLC**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HAR-VEST, LLC**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**J 4 FAMILY LIMITED PARTNERSHIP**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**NORTHERN OIL AND GAS, INC.**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: Andrew Voolker  
Title: Attorney-in-Fact

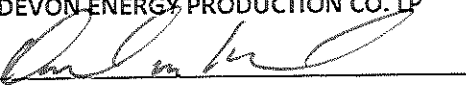
**PATRICIA DARLENE RODAK**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD cont.

Date: 9-20-2023 By:  M  
Name: David M. Korell  
Title: Land Manager

WPX ENERGY PERMIAN, LLC

Date: 9-20-2023 By:  M  
Name: David M. Korell  
Title: Land Manager

DEVON ENERGY PRODUCTION CO. LP

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

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

STATE OF \_\_\_\_\_ §  
                                  §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_, of **ALPHA ENERGY PARTNERS, LLC**, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
                                  §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_, of **BALL OIL AND GAS, LLC**, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

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

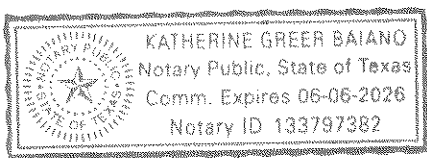
STATE OF TEXAS §  
COUNTY OF MIDLAND §

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

STATE OF Texas §  
COUNTY OF Midland §

The instrument was acknowledged before me on October 31st, 2023, by P. Nick Maximal as CEO of **ALPHA ENERGY PARTNERS, LLC**, a TEXAS LLC on behalf of same.



Katherine Greer Baiano  
Notary Public - State of Texas

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of **BALL OIL AND GAS, LLC**, a \_\_\_\_\_ on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

STATE OF §  
COUNTY OF §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_,  
by \_\_\_\_\_, as \_\_\_\_\_, of WPX Energy Permian, LLC, a  
\_\_\_\_\_, on behalf of same.

Notary Public in and for the State of \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

STATE OF NEW MEXICO §  
COUNTY OF CHAVES §

This instrument was acknowledged before me on the 30th day of June, 2023,  
by Jeff Harvard, as Manager, of Harvard Petroleum Company LLC, a  
New Mexico Limited Liability Company, on behalf of same.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
MELISSA RANDLE  
COMMISSION # 1080116  
EXPIRES MARCH 10, 2024

Melissa Randle  
Notary Public in and for the State of New Mexico  
My Commission  
Expires: March 10, 2024

STATE OF NEW MEXICO §  
COUNTY OF CHAVES §

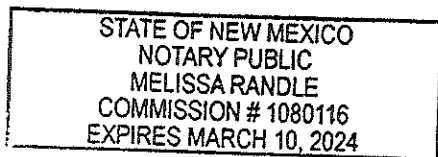
This instrument was acknowledged before me on the 30th day of June, 2023,  
by Jeff Harvard, as Trustee,  
of The H. Lee and Joanne Harvard Trust, a New Mexico Trust, on behalf of same.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
MELISSA RANDLE  
COMMISSION # 1080116  
EXPIRES MARCH 10, 2024

Melissa Randle  
Notary Public in and for the  
State of New Mexico  
My Commission  
Expires: March 10, 2024

STATE OF NEW MEXICO §  
COUNTY OF CHAVES §

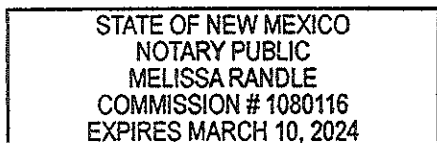
This instrument was acknowledged before me on the 30th day of June, 2023  
by Jeff Harvard, as Manager of  
Har-Vest, LLC, a New Mexico limited liability company, on behalf of same.



Melissa Randle  
Notary Public in and for the  
State of New Mexico  
My Commission  
Expires: March 10, 2024

STATE OF NEW MEXICO §  
COUNTY OF CHAVES §

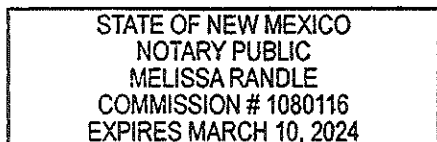
This instrument was acknowledged before me on the 27th day of June, 2023, by Patricia Darlene Rodak.



Melissa Randle  
Notary Public in and for the  
State of New Mexico  
My Commission  
Expires: March 10, 2024

STATE OF NEW MEXICO §  
COUNTY OF CHAVES §

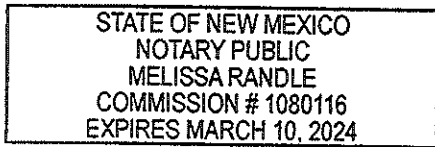
This instrument was acknowledged before me on the 30th day of June, 2023  
by Jeff Harvard, as General Partner  
of J4 Family Limited Partnership, a New Mexico limited partnership, on behalf of same.



Melissa Randle  
Notary Public in and for the  
State of New Mexico  
My Commission  
Expires: March 10, 2024

STATE OF NEW MEXICO §  
COUNTY OF CHAVES §

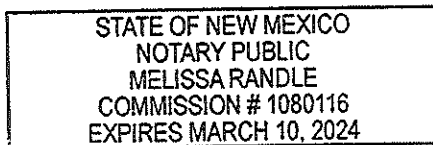
This instrument was acknowledged before me on the 27th day of June, 2023,  
by Jim Ball, as Organizer  
of Capitan Mountain Oil & Gas, LLC, a New Mexico limited liability company, on behalf of same.



Melissa Randle  
Notary Public in and for the  
State of New Mexico  
My Commission  
Expires: March 10, 2024

STATE OF NEW MEXICO §  
COUNTY OF CHAVES §

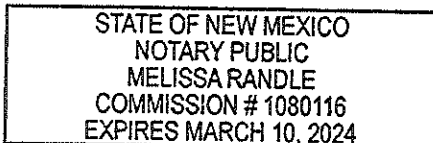
This instrument was acknowledged before me on the 27th day of June, 2023,  
by Jim Ball, as Organizer  
of Ball Oil & Gas, LLC, a New Mexico limited liability company, on behalf of same.



Melissa Randle  
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 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.  
Personal Representative



Melissa Randle  
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 acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of HAR-VEST, LLC, a \_\_\_\_\_ on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

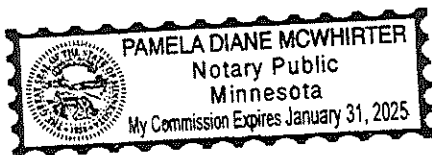
STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of J 4 FAMILY LIMITED PARTNERSHIP, a \_\_\_\_\_ on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

STATE OF Minnesota §  
COUNTY OF Hennepin §

The instrument was acknowledged before me on September 5, 2023, by Andrew Voelker as Attorney-in-Fact of NORTHERN OIL AND GAS, INC., a Delaware corporation on behalf of same.



Pamela D. McWhirter  
Notary Public - State of Minnesota

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by PATRICIA DARLENE RODAK, AS SEPARATE PROPERTY.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

ACKNOWLEDGEMENT cont.

STATE OF OKLAHOMA §  
§  
COUNTY OF OKLAHOMA §

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.



Cynthia Sheldon  
Notary Public - State of Oklahoma

STATE OF OKLAHOMA §  
§  
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.



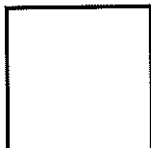
Cynthia Sheldon  
Notary Public - State of Oklahoma

**EXHIBIT "A"**

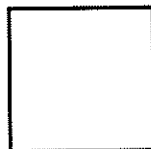
Attached to and made a part of the Communitization Agreement dated August 1, 2023,  
Covering the E2 of Section 32, Township 23 South, Range 32 East and Lots 1, 2, S2NE4, SE4 of Section 5,  
Township 24 South, Range 32 East, N.M.P.M., Lea County, New Mexico

Communitized depths are limited to the Wolfcamp formation

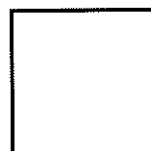
**Tract 1:**  
Sec 32: NE4  
VO-1811



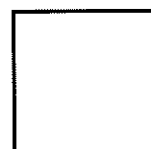
**Tract 2:**  
Sec 32: SE4  
VO-3407



**Tract 3:**  
Sec 5: Lots 1, 2,  
S2NE4  
NMNM-144136



**Tract 4:**  
Sec 5: SE4  
NM-120906



		40	40
		40	40
		40	40
<b>Sec. 32</b>		40	40
		39.66	39.47
		40	40
		40	40
<b>Sec. 5</b>		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:****TRACT 1:**

Lease Serial No.:	<b>V0-1811</b>	
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: <u>Township 23 South, Range 32 East</u> 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%
	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%
	Capitan Mountain Oil & Gas, LLC	1.000000%
	Ball Oil and Gas, LLC	1.000000%
	Har-Vest, LLC	1.000000%
	Alpha Energy Partners, LLC	0.500000%
	Northern Oil & Gas, Inc.	<u>0.500000%</u>
		100.000000%
ORRI Owners:	Of Record.	

**TRACT 2:**

Lease Serial No.:	<b>V-3407</b>
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: <u>Township 23 South, Range 32 East</u> Section 32: SE4 Lea County, New Mexico
Number of Acres:	160.00

Royalty Rate: 16.67%  
 WI Owners Names and Interests: COG Operating LLC 85.00000000%  
 WPX Energy Permian, LLC 15.00000000%  
 100.00000000%

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 100%

ORRI Owners: Of Record.

**TRACT 4:**

Lease Serial No.: **NMNM 120906**  
 Lease Date: November 1, 2008  
 Lease Term: Ten (10) Years  
 Recordation: Unrecorded  
 Lessor: 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%

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%
<b>TOTAL</b>	<b>639.13</b>	<b>100.00%</b>

NM State Land Office  
Oil, Gas, & Minerals Division

STATE/FEDERAL OR  
STATE/FEDERAL/FEE  
Revised June, 2022

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.

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: 11-14-23

By:   
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

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date: 11-14-23 By: COG OPERATING LLC  
Ryan D. Owen  
Attorney-in-fact MSM

Date: 11-14-23 By: COG PRODUCTION LLC  
Ryan D. Owen  
Attorney-in-fact MSM

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
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

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

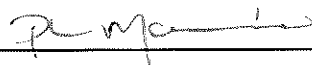
COG OPERATING LLC

Date: \_\_\_\_\_ By: \_\_\_\_\_  
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:   
Name: P. NICK MAXWELL  
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: \_\_\_\_\_

**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: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Harvard Petroleum Company LLC**Date: June 30, 2023By: Name: Jeff HarvardTitle: Manager**H. Lee and Joanne Harvard Trust**Date: June 30, 2023By: Name: Jeff HarvardTitle: Trustee

Date: June 30, 2023

Har-Vest, LLC

By: [Signature]  
 Name: Jeff Harvard  
 Title: Manager

Date: 6/27/2023

Patricia Darlene Rodak

By: [Signature]  
 Name: PATRICIA DARLENE RODAK  
 Title: INDIVIDUALLY

Date: June 30, 2023

J4 Family Limited Partnership

By: [Signature]  
 Name: Jeff Harvard  
 Title: General Partner

Date: 6/27/2023

Capitan Mountain Oil & Gas, LLC

By: [Signature]  
 Name: JIM BALL  
 Title: ORGANIZER

Date: 6/27/2023

Ball Oil & Gas, LLC

By: [Signature]  
 Name: JIM BALL  
 Title: ORGANIZER

Date: June 30, 2023

Gerald Childress et ux, Martha Childress

By: [Signature]  
 Name: Jane Harvard  
 Title: Personal Representative  
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: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HARVARD PETROLEUM COMPANY, LLC**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HAR-VEST, LLC**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**J 4 FAMILY LIMITED PARTNERSHIP**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**NORTHERN OIL AND GAS, INC.**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: Andrew Voelker  
Title: Attorney-in-Fact


**PATRICIA DARLENE RODAK**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD cont.

Date: 9-20-2023 By:  AT  
Name: David M. Korell  
Title: Land Manager

WPX ENERGY PERMIAN, LLC

Date: 9-20-2023 By:  AT  
Name: David M. Korell  
Title: Land Manager

DEVON ENERGY PRODUCTION CO. LP

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

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

STATE OF \_\_\_\_\_ §  
                                  §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_, of **ALPHA ENERGY PARTNERS, LLC**, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
                                  §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_, of **BALL OIL AND GAS, LLC**, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

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

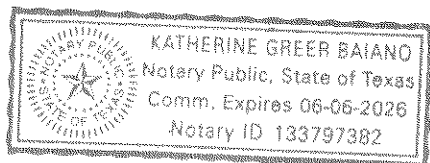
STATE OF TEXAS §  
§  
COUNTY OF MIDLAND §

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

STATE OF TEXAS §  
§  
COUNTY OF MIDLAND §

The instrument was acknowledged before me on October 31<sup>st</sup>, 2023, by P. Nick Maxwell as CEO of **ALPHA ENERGY PARTNERS, LLC**, a TEXAS LLC on behalf of same.



Katherine Greer Baiano  
Notary Public - State of TEXAS

STATE OF \_\_\_\_\_ §  
§  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of **BALL OIL AND GAS, LLC**, a \_\_\_\_\_ on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

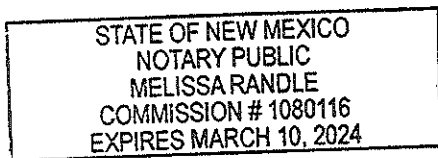
STATE OF §  
COUNTY OF §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_,  
by \_\_\_\_\_, as \_\_\_\_\_, of **WPX Energy Permian, LLC**, a  
\_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

STATE OF NEW MEXICO §  
COUNTY OF CHAVES §

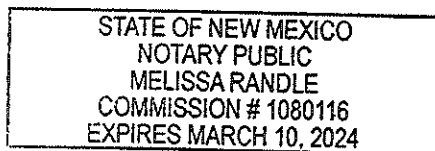
This instrument was acknowledged before me on the 30th day of June, 2023  
by Jeff Harvard, as Manager, of **Harvard Petroleum Company LLC**, a  
New Mexico Limited Liability Company, on behalf of same.



Melissa Randle  
\_\_\_\_\_  
Notary Public in and for the State of New Mexico  
My Commission  
Expires: March 10, 2024

STATE OF NEW MEXICO §  
COUNTY OF CHAVES §

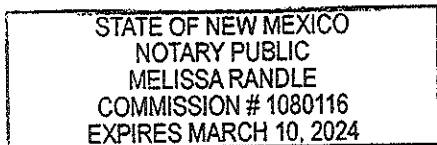
This instrument was acknowledged before me on the 30th day of June, 2023  
by Jeff Harvard, as Trustee  
of **The H. Lee and Joanne Harvard Trust**, a New Mexico Trust, on behalf of same.



Melissa Randle  
\_\_\_\_\_  
Notary Public in and for the  
State of New Mexico  
My Commission  
Expires: March 10, 2024

STATE OF NEW MEXICO §  
COUNTY OF CHAVES §

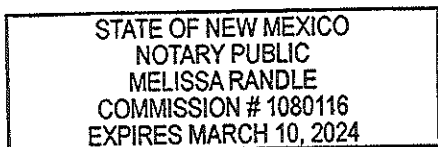
This instrument was acknowledged before me on the 30th day of June, 2023  
by Jeff Harvard, as Manager of  
Har-Vest, LLC, a New Mexico limited liability company, on behalf of same.



Melissa Randle  
Notary Public in and for the  
State of New Mexico  
My Commission  
Expires: March 10, 2024

STATE OF NEW MEXICO §  
COUNTY OF CHAVES §

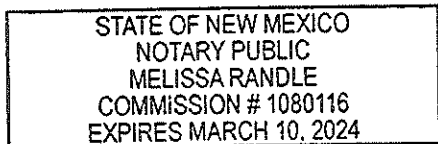
This instrument was acknowledged before me on the 27th day of June,  
2023, by **Patricia Darlene Rodak**.



Melissa Randle  
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 me on the 30th day of June, 2023  
by Jeff Harvard, as General Partner  
of J4 Family Limited Partnership, a New Mexico limited partnership, on behalf of same.



Melissa Randle  
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 me on the 27th day of June, 2023,  
by Jim Ball, as Organizer  
of Capitan Mountain Oil & Gas, LLC, a New Mexico limited liability company, on behalf of same.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
MELISSA RANDLE  
COMMISSION # 1080116  
EXPIRES MARCH 10, 2024

Melissa Randle  
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 me on the 27th day of June, 2023,  
by Jim Ball, as Organizer  
of Ball Oil & Gas, LLC, a New Mexico limited liability company, on behalf of same.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
MELISSA RANDLE  
COMMISSION # 1080116  
EXPIRES MARCH 10, 2024

Melissa Randle  
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 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. Personal Representative

STATE OF NEW MEXICO  
NOTARY PUBLIC  
MELISSA RANDLE  
COMMISSION # 1080116  
EXPIRES MARCH 10, 2024

Melissa Randle  
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 acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of HAR-VEST, LLC, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

STATE OF \_\_\_\_\_ §

\_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of J 4 FAMILY LIMITED PARTNERSHIP, a \_\_\_\_\_, on behalf of same.

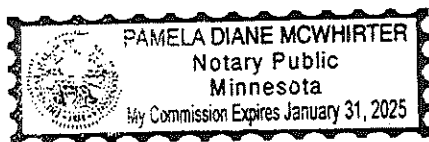
\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

STATE OF Minnesota §

\_\_\_\_\_ §

COUNTY OF Hennepin §

The instrument was acknowledged before me on September 5, 2023, by Andrew Vaalke, as Attorney-in-Fact of NORTHERN OIL AND GAS, INC., a Delaware corporation, on behalf of same.



Pamela D. McWhirter  
Notary Public - State of Minnesota

STATE OF \_\_\_\_\_ §

\_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by **PATRICIA DARLENE RODAK, AS SEPARATE PROPERTY.**

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

ACKNOWLEDGEMENT cont.

STATE OF OKLAHOMA §

§

COUNTY OF OKLAHOMA §

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.



Cynthia Sheldon  
Notary Public - State of OKlahoma

STATE OF OKLAHOMA §

§

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.



Cynthia Sheldon  
Notary Public - State of OKlahoma

**EXHIBIT "A"**

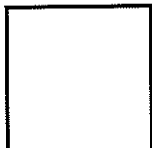
Attached to and made a part of the Communitization Agreement dated August 1, 2023,  
Covering the E2 of Section 32, Township 23 South, Range 32 East and Lots 1, 2, S2NE4, SE4 of Section 5,  
Township 24 South, Range 32 East, N.M.P.M., Lea County, New Mexico

Communitized depths are limited to the Wolfcamp formation

**Tract 1:**

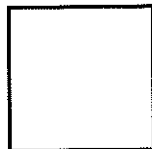
Sec 32: NE4

VO-1811

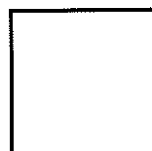
**Tract 2:**

Sec 32: SE4

VO-3407

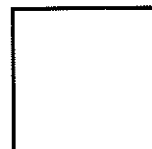
**Tract 3:**Sec 5: Lots 1, 2,  
S2NE4

NMNM-144136

**Tract 4:**

Sec 5: SE4

NM-120906



		40	40
		40	40
		40	40
<b>Sec. 32</b>		40	40
		39.66	39.47
		40	40
		40	40
<b>Sec. 5</b>		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:****TRACT 1:**

Lease Serial No.:	<b>V0-1811</b>	
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: <u>Township 23 South, Range 32 East</u> 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%
	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%
	Capitan Mountain Oil & Gas, LLC	1.000000%
	Ball Oil and Gas, LLC	1.000000%
	Har-Vest, LLC	1.000000%
	Alpha Energy Partners, LLC	0.500000%
	Northern Oil & Gas, Inc.	<u>0.500000%</u>
		100.000000%
ORRI Owners:	Of Record.	

**TRACT 2:**

Lease Serial No.:	<b>V-3407</b>
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: <u>Township 23 South, Range 32 East</u> Section 32: SE4 Lea County, New Mexico
Number of Acres:	160.00

Royalty Rate: 16.67%  
 WI Owners Names and Interests: COG Operating LLC 85.00000000%  
 WPX Energy Permian, LLC 15.00000000%  
 100.00000000%

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 100%  
 ORRI Owners: Of Record.

**TRACT 4:**

Lease Serial No.: NMNM 120906  
 Lease Date: November 1, 2008  
 Lease Term: Ten (10) Years  
 Recordation: Unrecorded  
 Lessor: 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%  
 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%
<b>TOTAL</b>	<b>639.13</b>	<b>100.00%</b>

NM State Land Office  
Oil, Gas, & Minerals Division

STATE/FEDERAL OR  
STATE/FEDERAL/FEE  
Revised June, 2022

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," **W I T N E S S E T H**:

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.

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.

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.

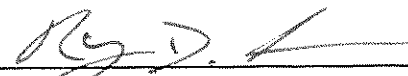
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws 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: 11-14-23

By:   
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

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date: 11-14-23 By: Ryan D. Owen  
COG OPERATING LLC  
Ryan D. Owen  
Attorney-in-fact

*MJM*

Date: 11-14-23 By: Ryan D. Owen  
COG PRODUCTION LLC  
Ryan D. Owen  
Attorney-in-fact

*MJM*

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
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

## WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

## COG OPERATING LLC

Date: \_\_\_\_\_ By: \_\_\_\_\_  
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: P. Nick Maxwell  
Name: P. Nick Maxwell  
Title: CEO

## BALL OIL AND GAS, LLC

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## CAPITAN MOUNTAIN OIL AND GAS, LLC

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## GERALD CHILDRESS &amp; 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: \_\_\_\_\_

By: \_\_\_\_\_

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, 2023By: [Signature]Name: Jeff HarvardTitle: Manager**Patricia Darlene Rodak**Date: June 27, 2023By: Patricia Darlene RodakName: PATRICIA DARLENE RODAKTitle: INDIVIDUALLY**J4 Family Limited Partnership**Date: June 30, 2023By: [Signature]Name: Jeff HarvardTitle: General Partner**Capitan Mountain Oil & Gas, LLC**Date: 6/27/2023By: [Signature]Name: JIM BALLTitle: ORGANIZER**Ball Oil & Gas, LLC**Date: 6/27/2023By: [Signature]Name: JIM BALLTitle: ORGANIZER**Gerald Childress et ux, Martha Childress**Date: June 30, 2023By: Jane HarvardName: Jane HarvardTitle: Personal Representative  
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: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HARVARD PETROLEUM COMPANY, LLC

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HAR-VEST, LLC

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

J 4 FAMILY LIMITED PARTNERSHIP

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


NORTHERN OIL AND GAS, INC.


Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: Andrew Voelker  
Title: Attorney in - fact

PATRICIA DARLENE RODAK

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD cont.

Date: 9-20-2023 By:  24  
Name: David M. Korell  
Title: Land Manager

Date: 9-20-2023 By:  27  
Name: David M. Korell  
Title: Land Manager

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

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

STATE OF \_\_\_\_\_ §  
                                  §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of **ALPHA ENERGY PARTNERS, LLC**, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
                                  §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of **BALL OIL AND GAS, LLC**, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

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

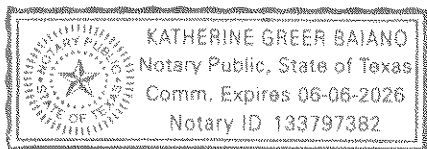
STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

STATE OF Texas       §  
                                  §  
COUNTY OF Midland §

The instrument was acknowledged before me on October 31, 2023, by P. Nick Maxwell, as CEO of **ALPHA ENERGY PARTNERS, LLC**, a Texas LLC, on behalf of same.



Katherine Greer Baiano  
Notary Public - State of TEXAS

STATE OF \_\_\_\_\_ §  
                                  §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of **BALL OIL AND GAS, LLC**, a \_\_\_\_\_, on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

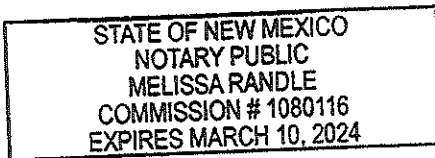
STATE OF §  
COUNTY OF §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_,  
by \_\_\_\_\_, as \_\_\_\_\_, of WPX Energy Permian, LLC, a  
\_\_\_\_\_, on behalf of same.

Notary Public in and for the State of \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

STATE OF NEW MEXICO §  
COUNTY OF CHAVES §

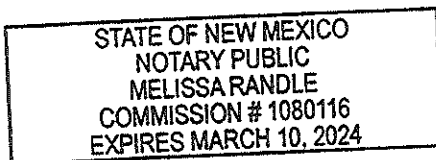
This instrument was acknowledged before me on the 30th day of June, 2023,  
by Jeff Harvard, as Manager, of Harvard Petroleum Company LLC, a  
New Mexico Limited Liability Company, on behalf of same.



Melissa Randle  
Notary Public in and for the State of New Mexico  
My Commission  
Expires: March 10, 2024

STATE OF NEW MEXICO §  
COUNTY OF CHAVES §

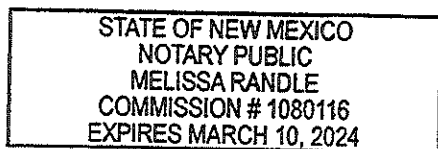
This instrument was acknowledged before me on the 30th day of June, 2023,  
by Jeff Harvard, as Trustee  
of The H. Lee and Joanne Harvard Trust, a New Mexico Trust, on behalf of same.



Melissa Randle  
Notary Public in and for the  
State of New Mexico  
My Commission  
Expires: March 10, 2024

STATE OF NEW MEXICO §  
COUNTY OF CHAVES §

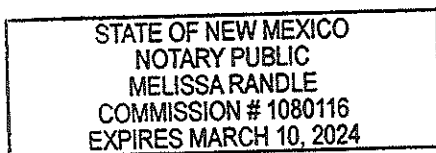
This instrument was acknowledged before me on the 30th day of June, 2023  
by Jeff Harvard, as Manager of  
Har-Vest, LLC, a New Mexico limited liability company, on behalf of same.



Melissa Randle  
Notary Public in and for the  
State of New Mexico  
My Commission  
Expires: March 10, 2024

STATE OF NEW MEXICO §  
COUNTY OF CHAVES §

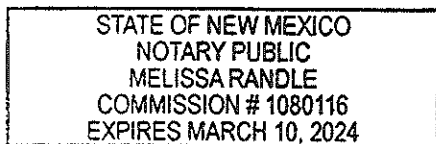
This instrument was acknowledged before me on the 27th day of June,  
2023, by Patricia Darlene Rodak.



Melissa Randle  
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 me on the 30th day of June, 2023  
by Jeff Harvard, as General Partner  
of J4 Family Limited Partnership, a New Mexico limited partnership, on behalf of same.



Melissa Randle  
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 me on the 27th day of June, 2023  
by Jim Ball, as Organizer  
of Capitan Mountain Oil & Gas, LLC, a New Mexico limited liability company, on behalf of same.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
MELISSA RANDLE  
COMMISSION # 1080116  
EXPIRES MARCH 10, 2024

Melissa Randle  
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 me on the 27th day of June, 2023  
by Jim Ball, as Organizer  
of Ball Oil & Gas, LLC, a New Mexico limited liability company, on behalf of same.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
MELISSA RANDLE  
COMMISSION # 1080116  
EXPIRES MARCH 10, 2024

Melissa Randle  
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 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.  
Personal Representative

STATE OF NEW MEXICO  
NOTARY PUBLIC  
MELISSA RANDLE  
COMMISSION # 1080116  
EXPIRES MARCH 10, 2024

Melissa Randle  
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 acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of HAR-VEST, LLC, a \_\_\_\_\_ on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

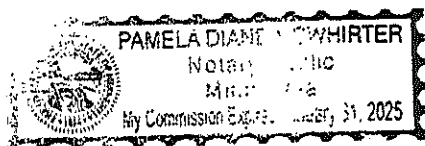
STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of J 4 FAMILY LIMITED PARTNERSHIP, a \_\_\_\_\_ on behalf of same.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

STATE OF Minnesota §  
COUNTY OF Hennepin §

The instrument was acknowledged before me on September 5, 2023, by Andrew Voelker as Attorney-in-Fact of NORTHERN OIL AND GAS, INC., a Delaware corporation on behalf of same.



Pamela D. McWhirter  
Notary Public - State of Minnesota

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The instrument was acknowledged before me on \_\_\_\_\_, 2023, by **PATRICIA DARLENE RODAK, AS SEPARATE PROPERTY.**

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

ACKNOWLEDGEMENT cont.

STATE OF OKLAHOMA §

§

COUNTY OF OKLAHOMA §

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.



Cynthia Sheldon  
Notary Public - State of Oklahoma

STATE OF OKLAHOMA §

§

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.



Cynthia Sheldon  
Notary Public - State of Oklahoma

**EXHIBIT "A"**

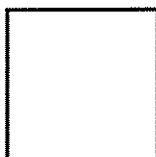
Attached to and made a part of the Communitization Agreement dated August 1, 2023,  
Covering the E2 of Section 32, Township 23 South, Range 32 East and Lots 1, 2, S2NE4, SE4 of Section 5,  
Township 24 South, Range 32 East, N.M.P.M., Lea County, New Mexico

Communitized depths are limited to the Wolfcamp formation

**Tract 1:**

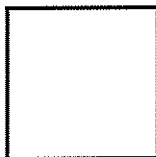
Sec 32: NE4

V0-1811

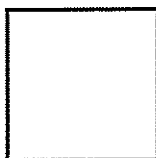
**Tract 2:**

Sec 32: SE4

V0-3407

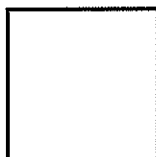
**Tract 3:**Sec 5: Lots 1, 2,  
S2NE4

NMNM-144136

**Tract 4:**

Sec 5: SE4

NM-120906



		40	40
		40	40
		40	40
<b>Sec. 32</b>		40	40
		39.66	39.47
		40	40
		40	40
<b>Sec. 5</b>		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:****TRACT 1:**

Lease Serial No.:	<b>V0-1811</b>	
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:	
	<u>Township 23 South, Range 32 East</u>	
	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%
	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%
	Capitan Mountain Oil & Gas, LLC	1.000000%
	Ball Oil and Gas, LLC	1.000000%
	Har-Vest, LLC	1.000000%
	Alpha Energy Partners, LLC	0.500000%
	Northern Oil & Gas, Inc.	<u>0.500000%</u>
		100.000000%
ORRI Owners:	Of Record.	

**TRACT 2:**

Lease Serial No.:	<b>V-3407</b>
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:
	<u>Township 23 South, Range 32 East</u>
	Section 32: SE4
	Lea County, New Mexico
Number of Acres:	160.00

Royalty Rate: 16.67%  
 WI Owners Names and Interests: COG Operating LLC 85.00000000%  
 WPX Energy Permian, LLC 15.00000000%  
 100.00000000%

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 100%

ORRI Owners: Of Record.

### **TRACT 4:**

Lease Serial No.: **NMNM 120906**  
 Lease Date: November 1, 2008  
 Lease Term: Ten (10) Years  
 Recordation: Unrecorded  
 Lessor: 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%

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%
<b>TOTAL</b>	<b>639.13</b>	<b>100.00%</b>

**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.

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**



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**GERASIMOS RAZATOS  
DIRECTOR (ACTING)**

**DATE:** 5/22/2025

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
<b>WC-025 G-08 S243217P;UPR WOLFCAMP</b>	<b>98248</b>

### Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
<b>CA Upper Wolfcamp SLO 204772 PUN 1402156</b>	<b>E/2</b>	<b>32-23S-32E</b>
	<b>E/2</b>	<b>05-24S-32E</b>
<b>CA Wolfcamp NMNM 106340882</b>	<b>E/2</b>	<b>32-23S-32E</b>
	<b>E/2</b>	<b>05-24S-32E</b>

### Wells

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

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

General Information  
Phone: (505) 629-6116

Online Phone Directory  
<https://www.emnrd.nm.gov/oed/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: COG OPERATING LLC 600 W Illinois Ave Midland, TX 79701	OGRID: 229137
	Action Number: 289468
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
sarah.clelland	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please email us at <a href="mailto:OCD.Engineer@emnrd.nm.gov">OCD.Engineer@emnrd.nm.gov</a> .	5/23/2025