

DATE IN 04/04/13	SUSPENSE	ENGINEER DB	LOGGED IN 04/08/13	TYPE CTB	APP NO. PPRG1307842049
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ABOVE THIS LINE FOR DIVISION USE ONLY

NEW MEXICO OIL CONSERVATION DIVISION
 - 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

Application Acronyms:

[NSL-Non-Standard Location] [NSP-Non-Standard Proration Unit] [SD-Simultaneous Dedication]
[DHC-Downhole Commingling] [CTB-Lease Commingling] [PLC-Pool/Lease Commingling]
[PC-Pool Commingling] [OLS - Off-Lease Storage] [OLM-Off-Lease Measurement]
[WFX-Waterflood Expansion] [PMX-Pressure Maintenance Expansion]
[SWD-Salt Water Disposal] [IPI-Injection Pressure Increase]
[EOR-Qualified Enhanced Oil Recovery Certification] [PPR-Positive Production Response]

[1] **TYPE OF APPLICATION** - Check Those Which Apply for [A]

[A] Location - Spacing Unit - Simultaneous Dedication
☐ NSL ☐ NSP ☐ SD

Check One Only for [B] or [C]

[B] Commingling - Storage - Measurement
☐ DHC ☒ CTB ☐ PLC ☐ PC ☐ OLS ☐ OLM

[C] Injection - Disposal - Pressure Increase - Enhanced Oil Recovery
☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR

[D] Other: Specify _____

30-015-39734
 Cottonmouth 13 Fed Com #1H
 30-015-37049
 Mamba 24 Fed Com #1H
 30-015-40946
 Mamba 24 Fed Com #3H
 COG Operating

[2] **NOTIFICATION REQUIRED TO:** - Check Those Which Apply, or Does Not Apply

[A] ☒ Working, Royalty or Overriding Royalty Interest Owners

[B] ☐ Offset Operators, Leaseholders or Surface Owner

[C] ☐ Application is One Which Requires Published Legal Notice

[D] ☒ Notification and/or Concurrent Approval by BLM or SLO
 U.S. Bureau of Land Management - Commissioner of Public Lands, State Land Office

[E] ☒ For all of the above, Proof of Notification or Publication is Attached, and/or

[F] ☐ Waivers are Attached

2013 APR - 4 PM 1:30
 RECEIVED OGD

[3] **SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION INDICATED ABOVE.**

[4] **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.

Brian Maiorino		Regulatory Analyst	3/26/13
Print or Type Name	Signature	Title	Date
		bmaiorino@concho.com	
		e-mail Address	

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

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B
Revised August 1, 2011

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

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: COG Operating LLC
OPERATOR ADDRESS: One Concho Center, 600 W. Illinois Ave, Midland, TX 79701
APPLICATION TYPE:

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

LEASE TYPE: ☒ Fee ☐ State ☒ Federal

Is this an Amendment to existing Order? ☒ Yes ☐ No If "Yes", please include the appropriate Order No. CTB-644
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- Hay Hollow; Bone Spring (30215) ☐ 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: Brian Maiorino TITLE: Regulatory Analyst DATE: 3/26/13

TYPE OR PRINT NAME Brian Maiorino TELEPHONE NO.: 432-221-0467

E-MAIL ADDRESS bmaiorino@concho.com

APPLICATION FOR CENTRAL TANK BATTERY, LEASE COMMINGLE, OFF LEASE MEASUREMENT, SALES AND STORAGE OF THE:

Cottonmouth 13 Federal Com #1H, Momba 24 Federal Com #1H, and Momba 24 Federal Com #3H gas only application sundry.

Federal Lease:	NM12559	CA:	NM128806					
Well Name	Location	API #	Formation	BOPD	Gravity	MCFPD	BTU	
Cottonmouth 13 Federal Com #1H	Sec 13-T26S-R28E	30-015-39734	Hay Hollow; Bone Spring	90	49.0	1200	1.0871	
SHL Federal Lease:	NM12559	CA:	NM126646					
Well Name	Location	API #	Formation	BOPD	Gravity	MCFPD	BTU	
Momba 24 Federal Com #1H	Sec 24-T26S-R28E	30-015-37049	Hay Hollow; Bone Spring	20	46.7	2000	1.0871	
SHL Federal Lease:	NM12559	CA:						
Well Name	Location	API #	Formation	BOPD	Gravity	MCFPD	BTU	
Momba 24 Federal Com #3H	Sec 24-T26S-R28E	30-015-40946	Hay Hollow; Bone Sprig	20	46.7	2000	1.0871	

Identical pools.

A map is enclosed showing the Federal leases and well locations in section 13 and 24 of T26S-R28E. All owners notifications are attached.

Please see attached diagrams.

Gas Measurement

The gas from the Momba 24 Federal Com #1H, Momba 24 Federal Com #3H and the Cottonmouth 13 Federal Com #1H will be measured on lease and sold at the Southern Union meter# 57308 located in section 12-T26S-R28E.

Each well shall be equipped with a gas allocation meter that will continuously meter gas production prior to commingling and these measurements shall be used to allocate production/sales to the wells.

The Cottonmouth 13 Federal Com #1H will have a gas lift meter and a check meter to measure any gas pulled off of the line.

Estimated daily gas production for the Cottonmouth 13 Federal #1H is from 0 - 2000 mcf and the estimated daily gas production for the Momba 24 Federal Com #1H and #3H is 0-1200 mcf.

The proposed commingling is necessary for economic operation of the above referenced leases.

The purpose of the Surface/Lease Commingle of production is in the interest of conservation, economic feasibility, the reduction of environmental impact area, and will not result in reduced royalty or improper measurement of production. Without the approval for utilizing existing batteries on adjacent leases, it will become necessary to built separate facilities for this well. This will greatly increase costs and shorten the economic life of the well.

We understand that the request approval will not constitute the granting of any right-of-way or construction rights not granted by the lease instrument.



April 1, 2013

New Mexico Oil Conservation Division
Richard Ezeanyim
1220 S St. Francis Drive
Santa Fe, New Mexico 87505

Re: Momba 24 Federal Com 3H Surface Commingle

Mr. Ezeanyim,

COG Operating LLC respectfully requests approval for surface commingle of gas for the Momba 24 Federal Com 3H. COG Operating LLC ask that it be included with the already approved surface commingle of the Cottonmouth 13 Federal Com 1H and Momba 24 Federal Com 1H, order number: CTB-644

Gas production to the Union meter# 57308 located in Section 12, T26S, R28E will consist of the following wells:

Cottonmouth 13 Federal Com 1H
Eddy County, NM
API # 30-015-39734
Surface: 810 FSL & 2630 FWL, Sec 13,
T26S, R28E, Unit N

Momba 24 Federal Com 1H
Eddy County, NM
API # 30-015-37049
Surface: 660 FNL & 990 FEL, Sec 24
T26S, R28E, Unit A

Momba 24 Federal Com 3H
Eddy County, NM
API #: 30-015-40946
Surface: 43 FNL & 2180 FEL Sec 24,
T26S, R28E, Unit B

Gas from the Cottonmouth 13 Federal Com 1H, Momba 24 Federal Com 1H, and Momba 24 Federal Com 3H will be measured on lease and sold at the Southern Union meter# 57308 located in Section 12-T26S,R28E. Each well shall be equipped with a gas allocation meter on lease that will continuously meter gas production prior to commingling. Oil production will be measured and stored on lease for each well.

All three wells will be producing from the Hay Hollow;Bone Spring. I have attached a diagram of the battery facilities, C-102s for each well, a map showing all well locations and Com agreement areas, admin checklist, C-107B, and notice to all interest owners.

Please contact me at 432-221-0467 should you have any questions.

Sincerely,

Brian Maiorino
Regulatory Analyst
COG Operating, LLC

2013 APR -4 P 1:30
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District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
District II
811 S. First St., Artesia, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-9720
District III
1000 Rio Brazos Road, 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, NM 87505

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-37049	² Pool Code 30215	³ Pool Name Hay Hollow; Bone Spring
⁴ Property Code 37675	⁵ Property Name Momba 24 Federal Com	⁶ Well Number 1H
⁷ OGRID No. 229137	⁸ Operator Name COG Operating LLC	⁹ Elevation 2912

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	24	26 S	28 E		660	North	990	East	Eddy

¹¹ 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
P	24	26 S	28 E		412	South	981	East	Eddy

¹² Dedicated Acres 160	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

<div style="position: relative; height: 450px;"> <div style="position: absolute; top: 10%; left: 50%; transform: translate(-50%, -50%);"> 660' ↓ ○ ← 990' SHL </div> <div style="position: absolute; bottom: 10%; left: 50%; transform: translate(-50%, -50%);"> BHL 981' ← ↑ 412' </div> </div>	<p>¹⁷ OPERATOR CERTIFICATION</p> <p><i>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</i></p> <p><i>B. Maiorino</i> 3/26/13 Signature Date</p> <p>Brian Maiorino Printed Name</p> <p>bmaiorino@concho.com E-mail Address</p>
	<p>¹⁸ SURVEYOR CERTIFICATION</p> <p><i>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</i></p> <p>_____ Date of Survey</p> <p>_____ Signature and Seal of Professional Surveyor:</p> <p>_____ Certificate Number</p>

DISTRICT I

1625 N. French Dr., Hobbs, NM 88240
Phone (575) 393-6161 Fax: (575) 393-0720

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811 S. First St., Artesia, NM 88210
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Phone (505) 334-6178 Fax: (505) 334-8170

DISTRICT IV

1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone (505) 478-3480 Fax: (505) 478-3482

State of New Mexico
Energy, Minerals and 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

WELL LOCATION AND ACREAGE DEDICATION PLAT

☐ AMENDED REPORT

API Number 30-015-37049	Pool Code 30215	Pool Name Hay Hollow; Bone Spring
Property Code 39625	Property Name MOMBA 24 FEDERAL COM	Well Number 3H
OGRID No. 229137	Operator Name COG PRODUCTION LLC	Elevation 2923'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	24	26 S	28 E		43	NORTH	2180	EAST	EDDY

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
O	24	26 S	28 E		330	SOUTH	2020	EAST	EDDY

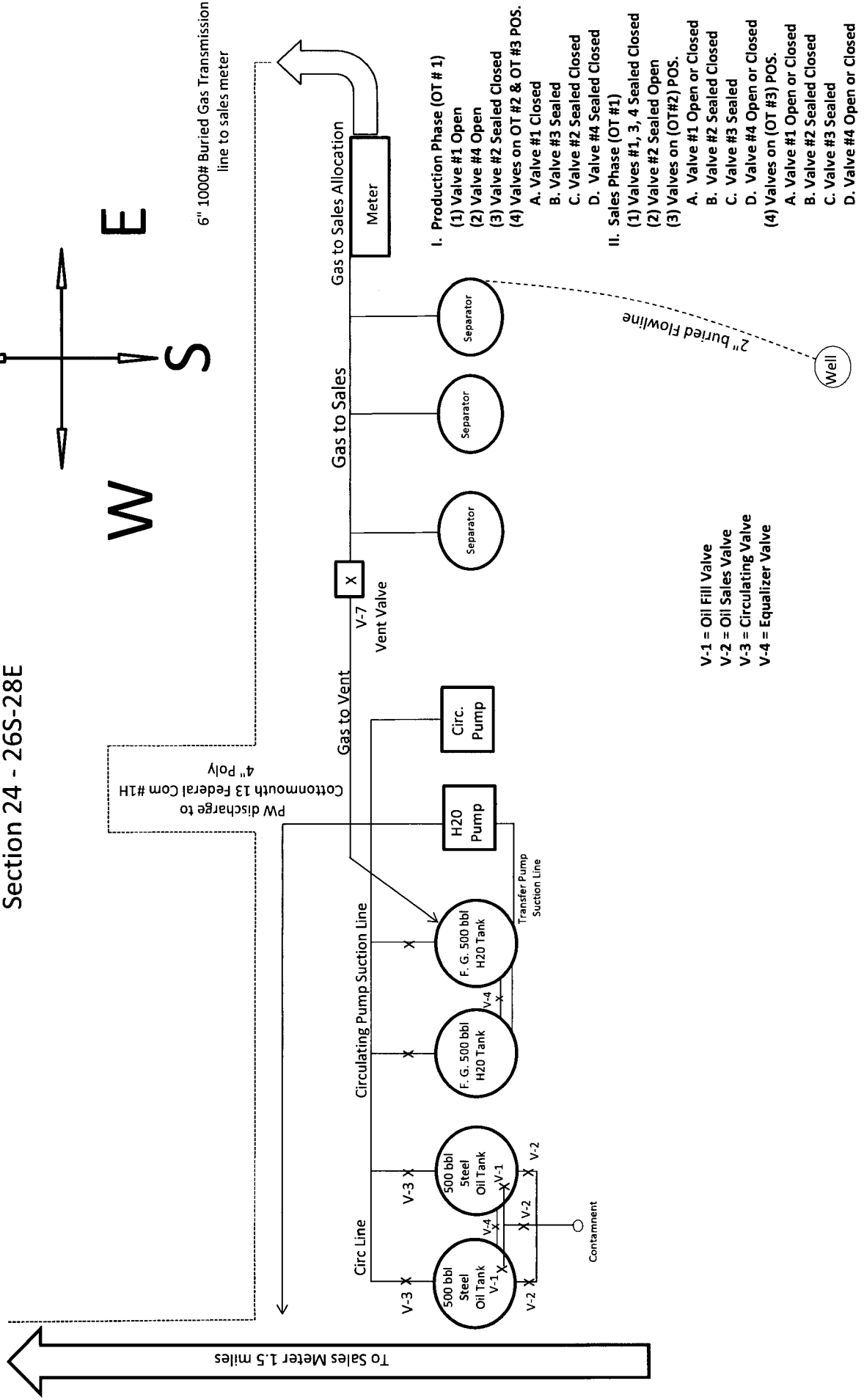
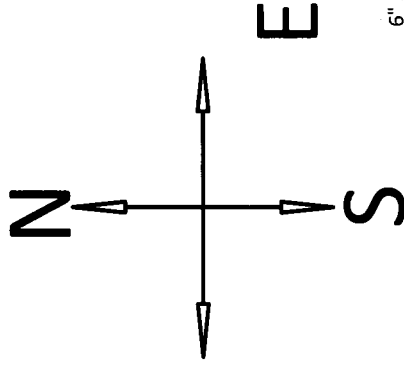
Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
160			

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

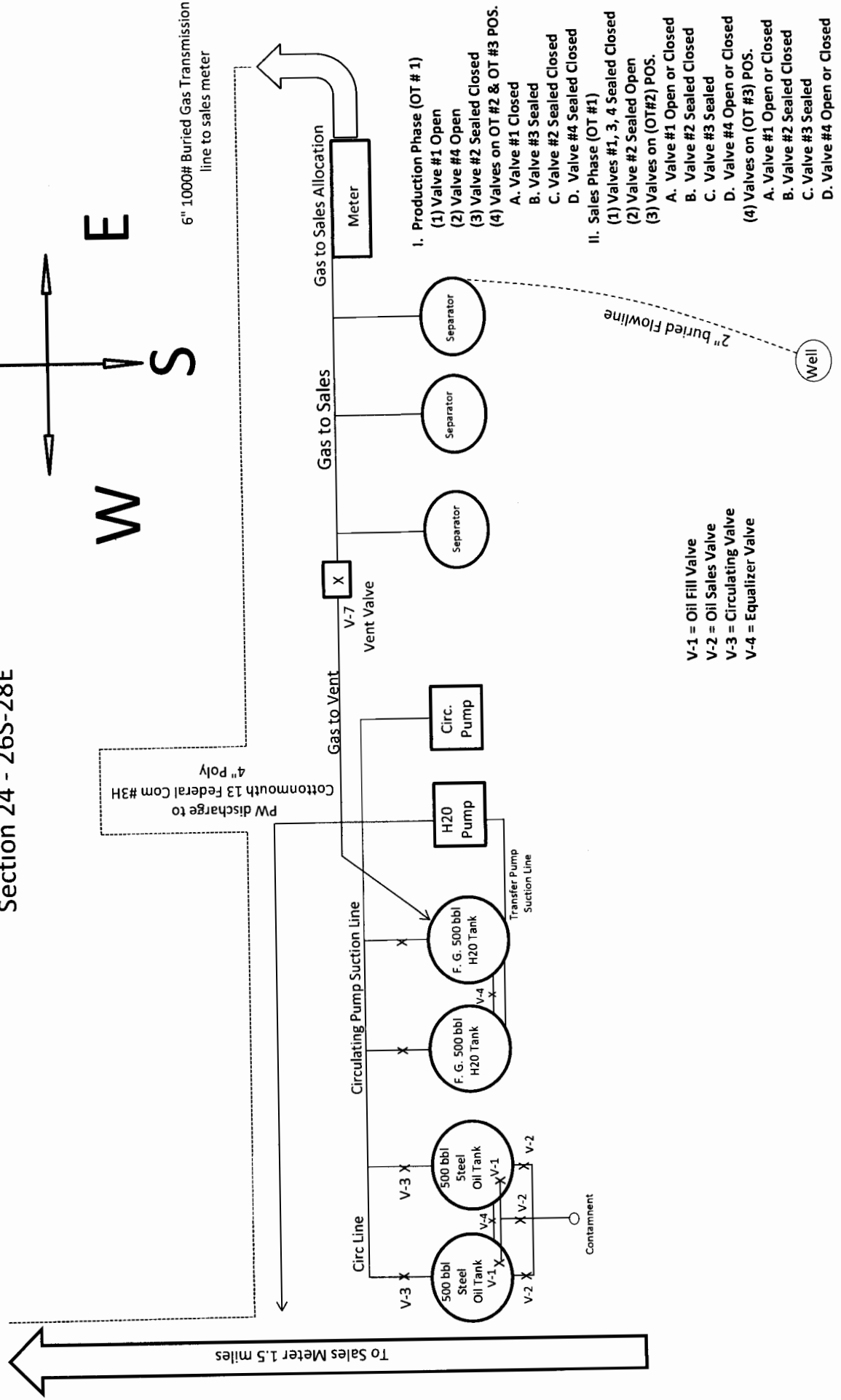
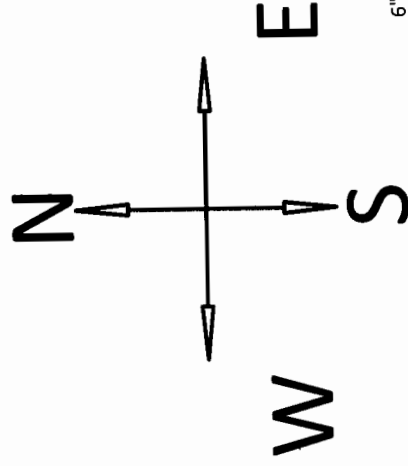
<p>SURFACE LOCATION Lat - N 32°02'06.86" Long - W 104°02'21.25" NMSPCE- N 376682.606 E 632469.291 (NAD-83)</p>	<p>2918.4' 2915.9'</p> <p>43'</p> <p>2180'</p> <p>2918.0' 2923.5'</p> <p>4873.9'</p> <p>330'</p> <p>2020'</p>	<p>OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Brian Maiorino</i> 3/26/13 Signature Date</p> <p>Brian Maiorino Printed Name bmaiorino@concho.com Email Address</p>
<p>PROPOSED BOTTOM HOLE LOCATION Lat - N 32°01'18.67" Long - W 104°02'19.29" NMSPCE- N 371813.079 E 632651.173 (NAD-83)</p>		<p>SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision and that the same is true and correct to the best of my belief.</p> <p><i>Gary L. Jones</i> Date Surveyed Signature & Seal of Professional Surveyor</p> <p>Certificate No. Gary L. Jones 7977</p> <p>BASIN SURVEYS 26791</p>

EXHIBIT "A"

Production Facility Layout
Momba 24 Federal Com #1H
API #30-015-37049
Section 24 - 26S-28E



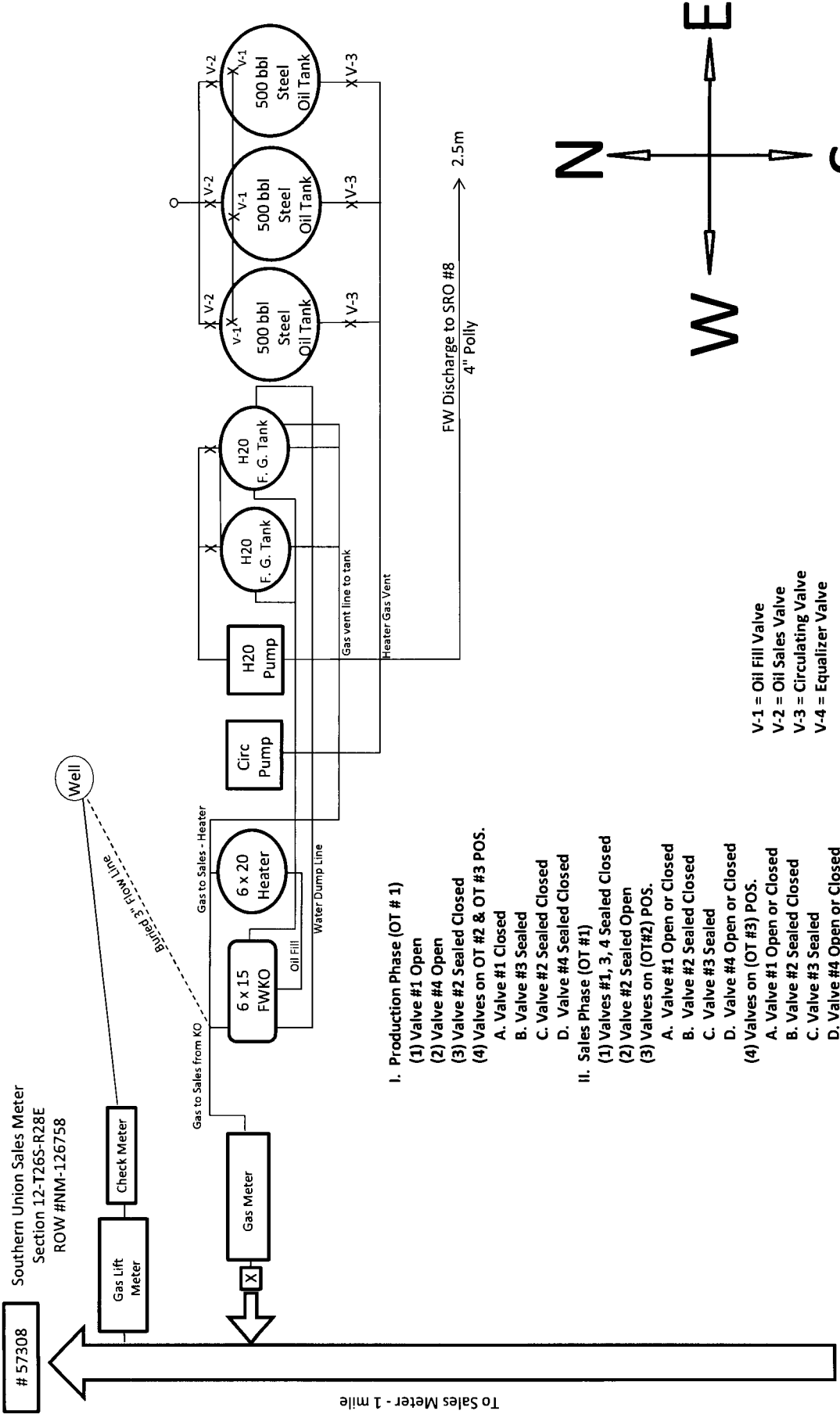
Production Facility Layout
Momba 24 Federal Com #3H
API #30-015-40946
Section 24 - 26S-28E

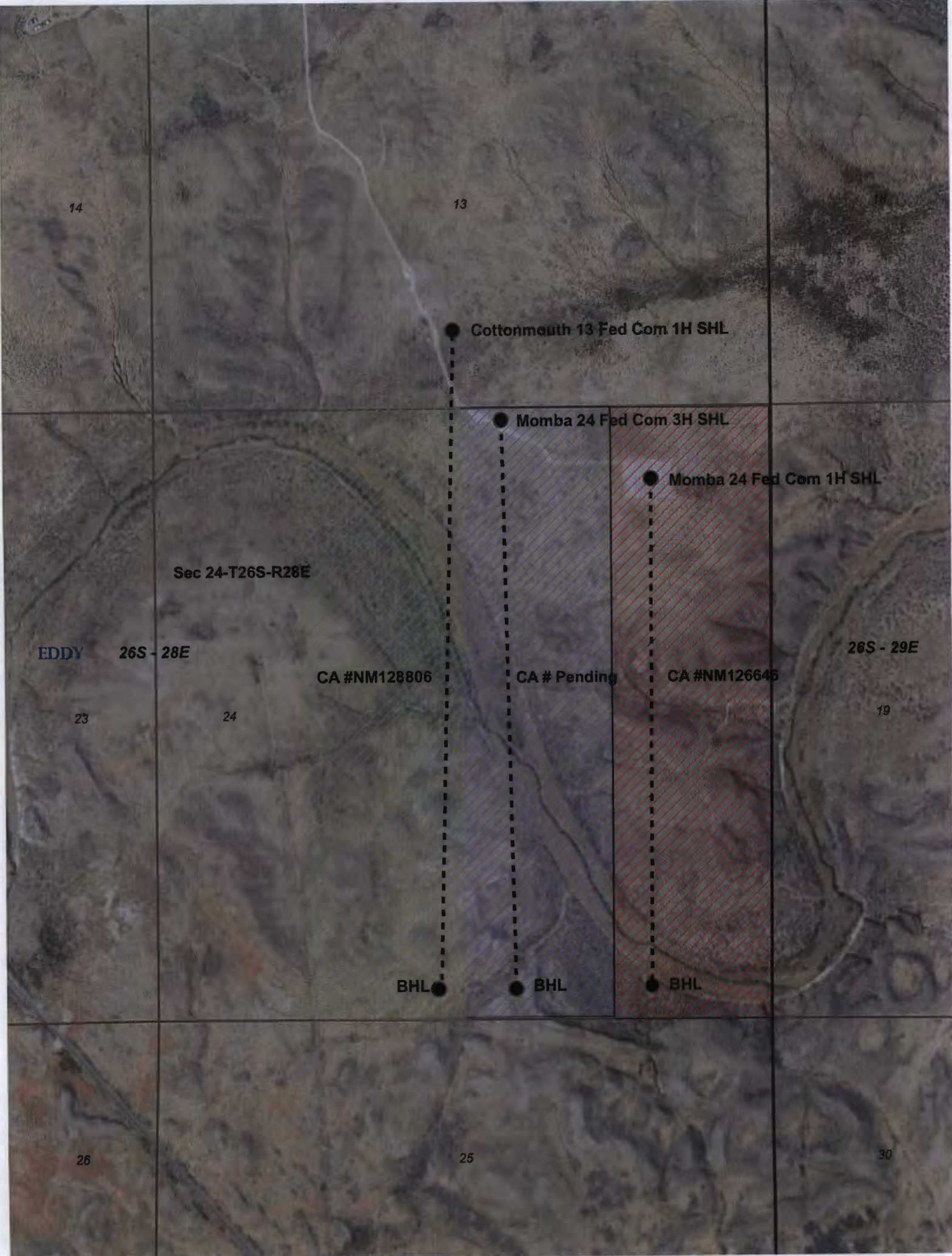


- I. Production Phase (OT # 1)
 - (1) Valve #1 Open
 - (2) Valve #4 Open
 - (3) Valve #2 Sealed Closed
 - (4) Valves on OT #2 & OT #3 POS.
 - A. Valve #1 Closed
 - B. Valve #3 Sealed
 - C. Valve #2 Sealed Closed
 - D. Valve #4 Sealed Closed
- II. Sales Phase (OT #1)
 - (1) Valves #1, 3, 4 Sealed Closed
 - (2) Valve #2 Sealed Open
 - (3) Valves on (OT#2) POS.
 - A. Valve #1 Open or Closed
 - B. Valve #2 Sealed Closed
 - C. Valve #3 Sealed
 - D. Valve #4 Open or Closed
 - (4) Valves on (OT #3) POS.
 - A. Valve #1 Open or Closed
 - B. Valve #2 Sealed Closed
 - C. Valve #3 Sealed
 - D. Valve #4 Open or Closed

V-1 = Oil Fill Valve
V-2 = Oil Sales Valve
V-3 = Circulating Valve
V-4 = Equalizer Valve

Production Facility Layout
Cottonmouth 13 Federal Com #1H
API #30-015-39734
Section 13 - 26S-28E





14

13

18

Cottonmouth 13 Fed Com 1H SHL

Momba 24 Fed Com 3H SHL

Momba 24 Fed Com 1H SHL

Sec 24-T26S-R28E

EDDY

26S - 28E

CA #NM128806

CA # Pending

CA #NM126646

26S - 29E

23

24

19

BHL

BHL

BHL

26

25

30

Contract Area: Township 26 South – Range 28 East
Section 24: W/2E/2
Eddy County, New Mexico

Interest Owners:

COG Production LLC
COG Acreage LP
COG Operating LLC
Concho Oil & Gas, LLC
One Concho Center
600 W. Illinois Ave.
Midland, TX 79701
Attention: Lisa Winter
Phone: (432) 686-3011
Email: lwinter@concho.com

OXY USA INC

OXY USA Inc.
5 Greenway Plaza
Houston, TX 77046
Attention: Permian Land Manager
Phone: (713) 985-6971

OFFICE OF NATURAL RESOURCES REVENUE

Bureau of Land Management – New Mexico
PO BOX 27115
Santa Fe, NM 87502-0115

Christine Speidel Fowlkes and Christopher Clegg Fowlkes
404 Glenosa
El Paso, Texas 79928

Clegg Preston Fowlkes
P.O. Box 1059
Marfa, Texas 79843

J.M. FOWLKES JR

J.M. Fowlkes, Jr.
1801 Madison Street
Pecos, TX 79772

JOHN M. FOWLKES

John M. Fowlkes
P.O. Box 1470
Marfa, TX 79843-1470

KATHLEEN FOWLKES MOLLER

Kathleen Fowlkes Moller
1041 N. 450 West
Springville, Utah 84664

LAUREN FOWLKES

Lauren Fowlkes
2048 Timberline Dr.
Naples, FL 34109

MACO STEWART FOWLKES

Maco S. Fowlkes
7915 Fairdale Lane
Houston, TX 77063

NANCY FOWLKES DONLEY

Nancy Fowlkes Donley
2506 Wilderness Hill Drive
San Antonio, Texas 78231

PATRICK K FOWLKES

Patrick K. Fowlkes
P.O. Box 1059
Marfa, TX 79843-1059

PRESTON L. FOWLKES

Preston L. Fowlkes
P.O. Box 966
Marfa, TX 79843-0966

PARDUE LIMITED COMPANY

Pardue Limited Company
P.O. Box 2018
Carlsbad, New Mexico 88221

MARK ALAN PARCHMAN

Mark A. Parchman and Cathie A. Parchman
7 Cordella Place
The Woodlands, Texas 77382

RUSSELL C & BARBARA B PARCHMAN TR.

Russell Carver Parchman and Barbara Bratton Parchman
3412 Longneedle Lane
McKinney, Texas 75070

THE VLOSICH TRUST

Daniel Vlosich as Trustee of The Vlosich Trust

104 Twin Lakes Circle
Umatilla, Florida 32784

PENNY REA HARRISON

Penny R. Harrison and G. Ralph Harrison
2101 Brooklake West
Denton, Texas 76207

LINDA GAY TENBERG

Linda G. Tenberg and Willis R. Tenberg
500 Egger Cove
Round Rock, Texas 78664

SONIA M SCOTT

Sonia M. Scott and Lee R. Scott
11622 North 95th Street
Scottsdale, Arizona 85260

TREY EDWIN H FOWLKES

Edwin H. Fowlkes (a.k.a. Trey Fowlkes)
P.O. Box 23416
Waco, Texas 76702

JANET RENEE FOWLKES MURREY

Janet Renee Fowlkes Murrey
P.O. Box 417
Eddy, Texas 76524

DELAWARE RANCH INC.

Delaware Ranch, Inc.
1304 Riverside Drive
Carlsbad, New Mexico 88220

FRANK BLOW FOWLKES

Frank Blow Fowlkes
316 Granada Ave.
El Paso, Texas 79912-5222

Overriding Royalty Interest Owners:

R F FORT

R. F. Fort for life, remainder to Randall R. Fort, Tommy L. Fort, Margi Fort Burns, aka Marguerite Fort Burns, and Robert Mitchell Raindl, equally
PO Box 65043
Lubbock, Texas 79464

DEBRA KAY PRIMERA

Debra Kay Primera
PO Box 28504
Austin, Texas 78755

ROBERT MITCHELL RAINDL

Robert Mitchell Raindl
PO Box 853
Tahoka, Texas 79373

RICKY D RAINDL

Ricky D. Raindl
PO Box 142454
Irving, Texas 75014

ROLLA R HINKLE III

Rolla R. Hinkle III, whose wife is Rosemary H. Hinkle
PO Box 2292
Roswell, New Mexico 88202

MADISON M HINKLE

Madison M. Hinkle, whose wife is Susan M. Hinkle
PO Box 2292
Roswell, New Mexico 88202

DOUGLAS C. KOCH

DOUGLAS C. KOCH
PO Box 540244
Houston, Texas 77254

WAYNE A. BISSETT

WAYNE A. BISSETT
PO Box 2101
Midland, Texas 79702

JOAN M MADRID REVOCABLE TRUST

JOAN M MADRID REVOCABLE TRUST
7500 E. Dartmouth Ave. #33
Denver, CO 80231

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Oxy USA Inc.
5 Greenway Plaza
Houston, TX 77046

2. *PS Form 3811, February 2004*

91 7199 9991 7030 4044 0835

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent
☐ AddresseeB. Received by (*Printed Name*)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (*Extra Fee*) ☐ Yes**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

J.M. Fowlkes, Jr.
1801 Madison Street
Pecos, TX 79772

2. *PS Form 3811, February 2004*

91 7199 9991 7030 4044 0828

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent
☐ AddresseeB. Received by (*Printed Name*)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (*Extra Fee*) ☐ Yes**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Kathleen Fowlkes Moller
1041 N. 450 West
Springville, UT 84664

2. *PS Form 3811, February 2004*

91 7199 9991 7030 4044 0811

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent
☐ AddresseeB. Received by (*Printed Name*)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (*Extra Fee*) ☐ Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lauren Fowlkes

2048 Timberline Dr.

Naples, FL 34109

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(91 7199 9991 7030 4044 0804

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Maco Stewart Fowlkes

7915 Fairdale Lane

Houston, TX 77063

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

91 7199 9991 7030 4044 0798

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Nancy Fowlkes Donley

2506 Wilderness Hill Drive

San Antonio, TX 78231

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

91 7199 9991 7030 4044 0781

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Patrick K Fowlkes

PO Box 1059

Marfa, TX 79843

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent☐ AddresseeB. Received by (*Printed Name*)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.4. Restricted Delivery? (*Extra Fee*)☐ Yes

2. Article Number

91 7199 9991 7030 4044 0774

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Preston L Fowlkes

PO Box 966

Marfa, TX 79843

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent☐ AddresseeB. Received by (*Printed Name*)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.4. Restricted Delivery? (*Extra Fee*)☐ Yes

2. Article Number

91 7199 9991 7030 4044 0767

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Pardue Limited Company

PO Box 2018

Carlsbad, NM 88221

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent☐ AddresseeB. Received by (*Printed Name*)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.4. Restricted Delivery? (*Extra Fee*)☐ Yes

2. Article Number

91 7199 9991 7030 4044 0750

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mark Alan Parchman
7 Cordella Place
The Woodlands, TX 77382

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent
☐ AddresseeB. Received by (*Printed Name*)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (*Extra Fee*) ☐ Yes

2. Article Number

91 7199 9991 7030 4044 0743

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Russell and Barbara Parchman
3412 Longneedle Lane
McKinney, TX 75070

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent
☐ AddresseeB. Received by (*Printed Name*)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (*Extra Fee*) ☐ Yes

2. Article Number

91 7199 9991 7030 4044 0736

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

The Vlosich Trust
104 Twin Lakes Circle
Umatilla, FL 32784

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent
☐ AddresseeB. Received by (*Printed Name*)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (*Extra Fee*) ☐ Yes

2. Article Number

91 7199 9991 7030 4044 0729

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Penny Rea Harrison
2101 Brooklake West
Denton, TX 76207

2. Article Number

(91 7199 9991 7030 4044 0712

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail☐ Registered ☐ Return Receipt for Merchandise☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Linda Gay Tenberg
500 Egger Cove
Round Rock, TX 78664

2. Article Number

(91 7199 9991 7030 4044 0705

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail☐ Registered ☐ Return Receipt for Merchandise☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Sonia M Scott
11622 North 95th Street
Scottsdale, AZ 85260

2. Article Number

(91 7199 9991 7030 4044 0699

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail☐ Registered ☐ Return Receipt for Merchandise☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Trey Edwin H Fowlkes

PO Box 23416

Waco, TX 76702

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

91 7199 9991 7030 4044 0682

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Janet Renee Fowlkes Murrey

PO Box 417

Eddy, TX 76524

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

91 7199 9991 7030 4044 0675

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Delaware Ranch Inc

1304 Riverside Drive

Carlsbad, NM 88220

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

91 7199 9991 7030 4044 0668

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Frank Blow Fowlkes

316 Granada Ave.

El Paso, TX 79912

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (Extra Fee) ☐ Yes

91 7199 9991 7030 4044 0651

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Marguerite Fort Burns

PO Box 65043

Lubbock, TX 79464

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (Extra Fee) ☐ Yes

91 7199 9991 7030 4044 0644

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Debra Kay Prima

PO Box 28504

Austin, TX 78755

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (Extra Fee) ☐ Yes

2. 91 7199 9991 7030 4044 0637

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Robert Mitchell Raindl

PO Box 853

Tahoka, TX 79373

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail☐ Registered ☐ Return Receipt for Merchandise☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

91 7199 9991 7030 4044 0620

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ricky D Raindl

PO Box 142454

Irving, TX 75014

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail☐ Registered ☐ Return Receipt for Merchandise☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

91 7199 9991 7030 4044 0613

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Rolla R Hinkle III

PO Box 2292

Roswell, NM 88202

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail☐ Registered ☐ Return Receipt for Merchandise☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

91 7199 9991 7030 4044 0606

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Madison M Hinkle
PO Box 2292
Roswell, NM 88202

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (Extra Fee) ☐ Yes

91 7199 9991 7030 4044 0590

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Douglas C Koch
PO Box 540244
Houston, TX 77254

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (Extra Fee) ☐ Yes

91 7199 9991 7030 4044 0583

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Wayne A Bissett
PO Box 2101
Midland, TX 79702

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (Extra Fee) ☐ Yes

91 7199 9991 7030 4044 0576

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Joan Madrid Revocable Trust
7500 E. Dartmouth Ave. #33
Denver, CO 80231

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (*Printed Name*)

C. Date of Delivery

D. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (*Extra Fee*)

☐ Yes

2. Article Number

(7)

91 7199 9991 7030 4044 0569

PS Form 3811, February 2004

Domestic Return Receipt

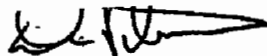
102595-02-M-1540

Determination - Approval - Certification

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement 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 that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Agreement, S. 28 E., NMPM from the Bone Spring interest requirement *Monby 24 Fed Cont* 2 of sec. 24, T. 26 ble hydrocarbons id if the public
- C. Certify and determine royalty requirement hereby established, conditions of the agreement *Com Agreement* royalty and id agreement are e terms and

Approved:



Authorized Officer

Effective: May 1, 2011

Contract No.: Com. Agr. NM126646

ATTN KAYE SMITH
OGX RESOURCES LLC
P O BOX 2064
MIDLAND TX 79702

COMMUNITIZATION AGREEMENT

Contract No. 126646

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 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 26 South, Range 28 East, N.M.P.M.
Section 24: E/2 E/2
Eddy County, New Mexico

containing 160.00 acres, more or less, and this agreement shall include only the Bone Spring formation underlying said lands and the oil and associated casinghead gas (hereinafter 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 "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 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 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.

All proceeds, 8/8ths, attributed to unleased Federal, State or fee land included within the Communitization Agreement area are to be placed in an interest-earning escrow or trust account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocations, 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 **May 1, 2011**, 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 Interior, or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter 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 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 sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of non-production. The two-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 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 land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
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 fee and State mineral operations within the communitized area to the same extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occurs 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 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 WHERETO, 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:

OGX Resources LLC

3-9-11
(Date of Execution)

By: [Signature]
Richard H. Coats, Manager

LESSEES OF RECORD:

OGX Resources LLC

3-9-11
(Date of Execution)

By: [Signature]
Richard H. Coats, Manager

OGX Acreage Fund, LP

By OGX Resources LLC, its general partner

3-9-11
(Date of Execution)

By: [Signature]
Richard H. Coats, Manager

OXY USA, Inc.

(Date of Execution)

By: _____
Stephen S. Flynn, Attorney-in-Fact

COG Operating LLC

(Date of Execution)

By: _____
(Printed Name and Title)

Concho Oil & Gas LLC

(Date of Execution)

By: _____
(Printed Name and Title)

PARTICIPATING MINERAL INTEREST OWNERS:

(Date of Execution)

Edwin H. Fowlkes III, aka Trey Fowlkes

(Date of Execution)

Janet Renee Fowlkes Murrey

OPERATOR:

OGX Resources LLC

(Date of Execution)By:

Richard H. Coats, Member

LESSEES OF RECORD:

OGX Resources LLC

(Date of Execution)By:

Richard H. Coats, Manager

OGX Acreage Fund, LP

By OGX Resources LLC, its general partner

(Date of Execution)By:

Richard H. Coats, Manager

OXY USA, Inc.

(Date of Execution)By: 
Stephen S. Flynn, Attorney-in-Fact

3-24-11

COG Operating LLC

(Date of Execution)By:

(Printed Name and Title)

Concho Oil & Gas LLC

(Date of Execution)By:

(Printed Name and Title)

PARTICIPATING MINERAL INTEREST OWNERS:

(Date of Execution)

Edwin H. Fowlkes III, aka Trey Fowlkes

(Date of Execution)

Janet Renee Fowlkes Murrey

OPERATOR:

OGX Resources LLC

(Date of Execution) By: Richard H. Coats, Member

LESSEES OF RECORD:

OGX Resources LLC

(Date of Execution) By: Richard H. Coats, Manager

OGX Acreage Fund, LP
By OGX Resources LLC, its general partner

(Date of Execution) By: Richard H. Coats, Manager

OXY USA, Inc.

(Date of Execution) By: Stephen S. Flynn, Attorney-in-Fact

COG Operating LLC

5/4/11

(Date of Execution) By: Gregory K. Daggett, Attorney-in-Fact
(Printed Name and Title)

Concho Oil & Gas LLC

5/4/11

(Date of Execution) By: Gregory K. Daggett, Attorney-in-Fact
(Printed Name and Title)

PARTICIPATING MINERAL INTEREST OWNERS:

(Date of Execution) Edwin H. Fowlkes III, aka Trey Fowlkes

(Date of Execution) Janet Renee Fowlkes Murrey

OPERATOR:**OGX Resources LLC**

(Date of Execution)

By: Richard H. Coats, Manager

LESSEES OF RECORD:**OGX Resources LLC**

(Date of Execution)

By: Richard H. Coats, Manager

OGX Acreage Fund, LP

By OGX Resources LLC, its general partner

(Date of Execution)

By: Richard H. Coats, Manager

OXY USA, Inc.

(Date of Execution)

By: Stephen S. Flynn, Attorney-in-Fact

COG Operating LLC

(Date of Execution)

By: (Printed Name and Title)

Concho Oil & Gas LLC

(Date of Execution)

By: (Printed Name and Title)

PARTICIPATING MINERAL INTEREST OWNERS:

(Date of Execution)

Edwin H. Fowlkes III, aka Trey Fowlkes

(Date of Execution)

Janet Renee Fowlkes Murrey

OPERATOR:

OGX Resources LLC

By: _____
 (Date of Execution) Richard H. Coats, Member

LESSEES OF RECORD:

OGX Resources LLC

By: _____
 (Date of Execution) Richard H. Coats, Manager

OGX Acreage Fund, LP
By OGX Resources LLC, its general partner

By: _____
 (Date of Execution) Richard H. Coats, Manager

OXY USA, Inc.

By: _____
 (Date of Execution) Stephen S. Flynn, Attorney-in-Fact

COG Operating LLC

By: _____
 (Date of Execution) (Printed Name and Title)

Concho Oil & Gas LLC

By: _____
 (Date of Execution) (Printed Name and Title)

PARTICIPATING MINERAL INTEREST OWNERS:

By: _____
 (Date of Execution) Edwin H. Fowlkes III, aka Trey Fowlkes
 4-26-11
 (Date of Execution) Janet Renee Fowlkes Murrey

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 9th day of March, 2011, by **Richard H. Coats**, as Manager of **OGX Resources LLC**, a Texas limited liability company, on behalf of said company.



Niki Gaule
 Notary Public in and for the State of Texas
 My Commission Expires: 2-5-2015

STATE OF TEXAS §
 §
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 9th day of March, 2011, by **Richard H. Coats**, as Manager of **OGX Resources LLC**, a Texas limited liability company, the general partner of **OGX Acreage Fund, LP**, a Texas limited partnership, on behalf of said company and for the partnership.



Niki Gaule
 Notary Public in and for the State of Texas
 My Commission Expires: 2-5-2015

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____, 2011, by **Stephen S. Flynn**, as Attorney-in-Fact of **OXY USA, Inc.**, a Delaware corporation, on behalf of said corporation.

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

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on this _____ day of _____, 2011,
 by Richard H. Coats, as Manager of OGX Resources LLC, a Texas limited liability company, on behalf
 of said company.

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

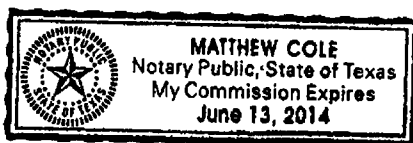
STATE OF TEXAS §
 §
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on this _____ day of _____, 2011,
 by Richard H. Coats, as Manager of OGX Resources LLC, a Texas limited liability company, the general
 partner of OGX Acreage Fund, LP, a Texas limited partnership, on behalf of said company and for the
 partnership.

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

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on this 24 day of March, 2011,
 by Stephen S. Flynn, as Attorney-in-Fact of OXY USA, Inc., a Delaware corporation, on behalf of said
 corporation.



[Signature]
 Notary Public in and for the State of Texas
 My Commission Expires: 12/13/14

STATE OF Texas §
 COUNTY OF Midland §

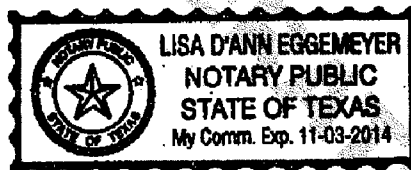
This instrument was acknowledged before me on this 4th day of May, 2011,
 by Gregory K. Daggett, as Attorney-in-Fact of COG Operating LLC, a Delaware
 limited liability company, on behalf of said company.

Lisa D'Ann Eggenmeyer
 Notary Public in and for the State of Texas
 My Commission Expires: 11-03-2014

STATE OF Texas §
 COUNTY OF Midland §

This instrument was acknowledged before me on this 4th day of May, 2011,
 by Gregory K. Daggett, as Attorney-in-Fact of Concho Oil & Gas LLC, a Texas
 limited liability company, on behalf of said company. and COG Operating LLC

Lisa D'Ann Eggenmeyer
 Notary Public in and for the State of Texas
 My Commission Expires: 11-03-2014



STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2011,
 by Edwin H. Fowlkes, aka Trey Fowlkes, dealing in his sole and separate property.

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

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2011,
by _____, as _____ of COG Operating LLC, a _____
limited liability company, on behalf of said company.

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

STATE OF _____ §

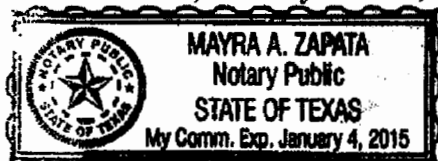
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2011,
by _____, as _____ of Concho Oil & Gas LLC, a _____
limited liability company, on behalf of said company.

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

STATE OF Texas §COUNTY OF McLennan §

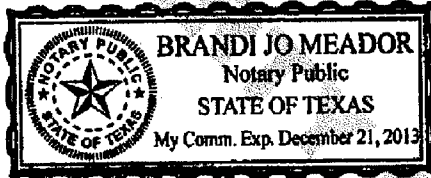
This instrument was acknowledged before me on this 26th day of April, 2011,
by Edwin H. Fowlkes, aka Trey Fowlkes, dealing in his sole and separate property.



Mayra A. Zapata
Notary Public in and for the State of Texas
My Commission Expires: Jan. 4th 2015

STATE OF Texas §
COUNTY OF McBroom §

This instrument was acknowledged before me on this 26th day of April, 2011,
by Janet Renee Fowlkes Murrey, dealing in her sole and separate property.

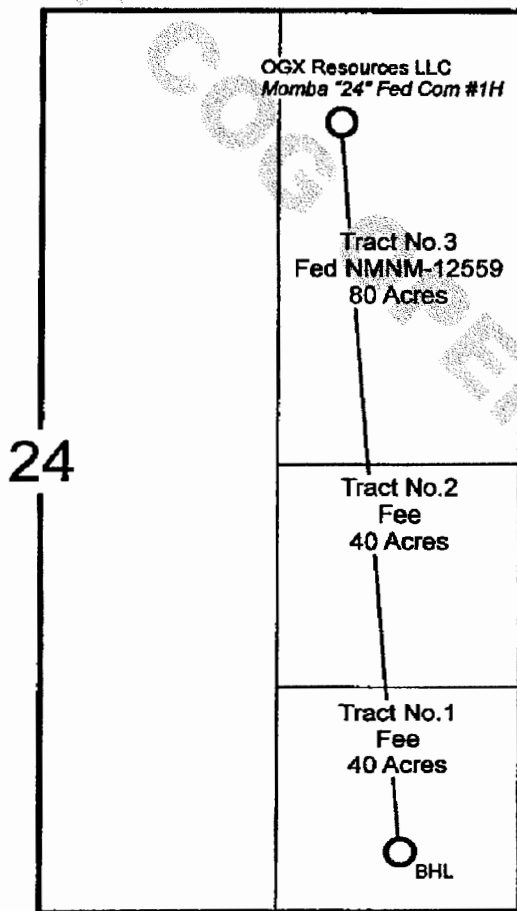


Brandi Jo Meador
Notary Public in and for the State of Texas
My Commission Expires: 12/21/13

EXHIBIT "A"

To Communitization Agreement dated May 1, 2011

Plat of Communitized Area Covering E/2 E/2 of
Section 24, T-26-S, R-28-E, N.M.P.M.,
Eddy County, New Mexico



Scale: 1"=1000'

EXHIBIT "B"

**To Communitization Agreement dated May 1, 2011
Embracing the E/2 E/2 of Section 24, T-26-S, R-28-E, N.M.P.M.,
Eddy County, New Mexico**

Operator of Communitized Area: OGX Resources LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1****Lease No. 1:**

Lessor: Delaware Ranch, Inc.
 Lessee: Marbob Energy Corporation
 Date: January 12, 2009
 Recorded: Book 764, Page 1217, Eddy County Records
 Description of Land Committed: Insofar and only insofar as said lease covers the
 SE/4 SE/4 of Section 24, T26S-R28E,
 Eddy County, New Mexico
 No. of Acres: 40.00 acres
 Royalty Rate: 20.00% (1/5th)
 Pooling Clause: Lessee is granted the right to pool the lease premises
 Name & Percentage ORRI Owners: R. F. Fort and wife, Juanell Fort ½ of 1% of 11/16th
 Rolla R. Hinkle III ¼ of 1% of 11/16th
 Madison M. Hinkle ¼ of 1% of 11/16th
 Name & Percentage WI Owners: COG Operating LLC 95%
 Concho Oil & Gas LLC 5%

Lease No. 2:

Lessor: Clegg Preston Fowlkes, et al
 Lessee: OGX Resources LLC
 Date: July 10, 2008
 Recorded: Book 747, Page 1, Eddy County Records
 Description of Land Committed: Insofar and only insofar as said lease covers the
 SE/4 SE/4 of Section 24, T26S-R28E,
 Eddy County, New Mexico
 No. of Acres: 40.00 acres
 Royalty Rate: 25.00% (1/4th)
 Pooling Clause: Lessee is granted the right to pool the lease premises
 Name & Percentage ORRI Owners: None
 Name & Percentage WI Owners: OGX Resources LLC 100%

Lease No. 3:

Lessor: Frank Blow Fowlkes
 Lessee: OGX Resources LLC
 Date: May 1, 2011
 Recorded: Book 853, Page 810, Eddy County Records
 Description of Land Committed: SE/4 SE/4 of Section 24, T26S-R28E,
 Eddy County, New Mexico

No. of Acres: 40.00 acres
 Royalty Rate: 22.00%
 Pooling Clause: Lessee is granted the right to pool the lease premises
 Name & Percentage ORRI Owners: None
 Name & Percentage WI Owners: OGX Resources LLC 100%

Participating Mineral Interest Owners:

Edwin H. Fowlkes, III, aka Trey Fowlkes Undivided 1/16th MI
 and Janet Renee Fowlkes Murrey, as the
 only Heirs of Edwin H. Fowlkes, Jr.

Unleased Mineral Owners (Compulsory Pooling Order No. R-13397 attached):

Christine Fowlkes, a widow, and Christopher C. Undivided 1/16th MI
 Fowlkes, the only Heirs of Patrick Henry Fowlkes

TRACT NO. 2**Lease No. 1:**

Lessor: Delaware Ranch, Inc.
 Lessee: Marbob Energy Corporation
 Date: January 12, 2009
 Recorded: Book 764, Page 1217, Eddy County Records
 Description of Land Committed: Insofar and only insofar as said lease covers the
 NE/4 SE/4 of Section 24, T26S-R28E,
 Eddy County, New Mexico
 No. of Acres: 40.00 acres
 Royalty Rate: 20.00% (1/5th)
 Pooling Clause: Lessee is granted the right to pool the lease premises
 Name & Percentage ORRI Owners: R. F. Fort and wife, Juanell Fort ½ of 1% of 11/16th
 Rolla R. Hinkle III ¼ of 1% of 11/16th
 Madison M. Hinkle ¼ of 1% of 11/16th
 Name & Percentage WI Owners: COG Operating LLC 95%
 Concho Oil & Gas LLC 5%

Lease No. 2:

Lessor: Clegg Preston Fowlkes, et al
 Lessee: OGX Resources LLC
 Date: July 10, 2008
 Recorded: Book 747, Page 1, Eddy County Records
 Description of Land Committed: Insofar and only insofar as said lease covers the
 NE/4 SE/4 of Section 24, T26S-R28E,
 Eddy County, New Mexico
 No. of Acres: 40.00 acres
 Royalty Rate: 25.00% (1/4th)
 Pooling Clause: Lessee is granted the right to pool the lease premises
 Name & Percentage ORRI Owners: None
 Name & Percentage WI Owners: OGX Resources LLC 100%

Lease No. 3:

Lessor: Russell C. Parchman and Mark Alan Parchman, Successor
 Co-Trustees of The D&C Carver Trust dated December 1, 1982,
 as first amended March 5, 1984, and as amended December
 27, 1995
Lessee: R. F. Fort
Date: July 26, 2005
Recorded: Book 608, Page 806, as amended in Book 789, Pages 284, 287,
 290, 293, 296, & 299, Eddy County Records
Description of Land Committed: Insofar and only insofar as said lease covers the
 NE/4 SE/4 of Section 24, T26S-R28E,
 Eddy County, New Mexico
No. of Acres: 40.00 acres
Royalty Rate: 25.00% (1/4th)
Pooling Clause: Lessee is granted the right to pool the lease premises
Name & Percentage ORRI Owners: R. F. Fort and wife, Juanell Fort ½ of 1% of 11/16th
 Rolla R. Hinkle III ¼ of 1% of 11/16th
 Madison M. Hinkle ¼ of 1% of 11/16th
Name & Percentage WI Owners: COG Operating LLC 95%
 Concho Oil & Gas LLC 5%

Lease No. 4:

Lessor: Pardue Limited Company
Lessee: OGX Resources LLC
Date: February 8, 2010
Recorded: Book 805, Page 51, Eddy County Records
Description of Land Committed: Insofar and only insofar as said lease covers the
 NE/4 SE/4 of Section 24, T26S-R28E,
 Eddy County, New Mexico
No. of Acres: 40.00 acres
Royalty Rate: 25% (1/4th)
Pooling Clause: Lessee is granted the right to pool the lease premises
Name & Percentage ORRI Owners: None
Name & Percentage WI Owners: OGX Acreage Fund, LP 100%

Lease No. 5:

Lessor: Frank Blow Fowlkes
Lessee: OGX Resources LLC
Date: May 1, 2011
Recorded: Book 853, Page 810, Eddy County Records
Description of Land Committed: NE/4 SE/4 of Section 24, T26S-R28E,
 Eddy County, New Mexico
No. of Acres: 40.00 acres
Royalty Rate: 22.00%
Pooling Clause: Lessee is granted the right to pool the lease premises
Name & Percentage ORRI Owners: None
Name & Percentage WI Owners: OGX Resources LLC 100%

Participating Mineral Interest Owners:

Edwin H. Fowlkes, aka Trey Fowlkes and
 Janet Renee Fowlkes Murrey, as the only
 Heirs of Edwin H. Fowlkes, Jr.

Undivided 1/32nd MI**Unleased Mineral Owners (Compulsory Pooling Order No. R-13397 attached):**

Christine Fowlkes, a widow, and Christopher C.
 Fowlkes, the only Heirs of Patrick Henry Fowlkes

Undivided 1/32nd MI**TRACT NO. 3****Lease No. 1:**

Lease Serial No.:	NMMN 12559
Lessor:	United States of America
Original Lessee:	Joan M. Madrid
Current Lessee:	OXY USA, Inc.
Date:	November 1, 1970
Recorded:	Unrecorded
Description of Land Committed:	Insofar and only insofar as said lease covers the E/2 NE/4 of Section 24, T26S-R28E, Eddy County, New Mexico, containing 80 acres, more or less
No. of Acres:	80.00 acres
Royalty Rate:	12.50% (1/8 th)
Name & Percentage ORRI Owners:	Joan M. Madrid and 5.00% husband, Louis S. Madrid
Name & Percentage WI Owners:	OXY USA, Inc. 100.00%

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	40.00 acres	25.00%
2	40.00 acres	25.00%
3	<u>80.00 acres</u>	<u>50.00%</u>
	160.00 acres	100.00%

EXHIBIT "C"

To Communitization Agreement dated May 1, 2011
 Embracing the E/2 E/2 of Section 24, T-26-S, R-28-E, N.M.P.M.,
 Eddy County, New Mexico
 OGX Resources LLC Momba 24 Fed Com #1H

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

IN THE MATTER OF THE HEARING
 CALLED BY THE OIL CONSERVATION
 DIVISION FOR THE PURPOSE OF
 CONSIDERING:

CASE NO. 14639
 ORDER NO. R-13397

APPLICATION OF OGX RESOURCES LLC FOR A NON-STANDARD OIL
 SPACING AND PRORATION UNIT AND COMPULSORY POOLING, EDDY
 COUNTY, NEW MEXICO.

ORDER OF THE DIVISION

BY THE DIVISION:

This case came on for hearing at 8:15 a.m. on April 28, 2011 at Santa Fe, New Mexico, before Examiner David K. Brooks.

NOW, on this 10th day of May, 2011, the Division Director, having considered the testimony, the record and the recommendations of the Examiner,

FINDS THAT:

(1) Due public notice has been given, and the Division has jurisdiction of this case and of the subject matter.

(2) OGX Resources LLC ("Applicant"), seeks approval of a non-standard 160-acre oil spacing and proration unit and project area ("the Unit") in the Bone Spring formation consisting of the E/2 of the E/2 of Section 24, Township 26 South, Range 28 East, NMPM, in Eddy County, New Mexico. Applicant further seeks an order pooling all uncommitted interests in the Unit in the Bone Spring formation.

(3) The Unit is to be dedicated to Applicant's Momba 24 Federal Com. Well No. 1H ("the proposed well"), a horizontal well to be drilled from a standard surface location 660 feet from the North line and 990 feet from the East line (Unit A) of Section 24. The well will penetrate the Bone Spring formation at a standard oil well location approximately 900 feet from the North line and 970 feet from the East line (Unit A) of Section 24 and continue horizontally in the Bone Spring to a standard terminus, or bottomhole location, 350 feet from the South line and 660 feet from the East line (Unit P) of Section 24.

Case No. 14639
Order No. R-13397
Page 2 of 5

(4) This is a wildcat area for oil production from the Bone Spring formation. Accordingly, spacing is governed by statewide Rule 15.9.A, which provides for standard 40-acre units, each comprising a governmental quarter-quarter section. The Unit consists of four adjacent quarter-quarter sections.

(5) Applicant appeared at the hearing through counsel and presented geologic evidence to the effect that:

(a) this area is suitable for development by horizontal drilling; and

(b) all quarter-quarter sections to be included in the Unit are expected to be productive in the Bone Spring, so that formation of the Unit as requested will not impair correlative rights.

(6) No other party appeared at the hearing, or otherwise opposed the granting of this application.

The Division concludes that:

(7) Approval of the proposed non-standard unit will enable Applicant to drill a horizontal well that will efficiently produce the reserves underlying the Unit, thereby preventing waste, and will not impair correlative rights.

(8) Two or more separately owned tracts are embraced within the Unit, and/or there are royalty interests and/or undivided interests in oil and gas minerals in one or more tracts included in the Unit that are separately owned.

(9) Applicant is an owner of an oil and gas working interest within the Unit. Applicant has the right to drill and proposes to drill the proposed well to a common source of supply within the Unit at the proposed location.

(10) There are interest owners in the Unit that have not agreed to pool their interests. There are no unlocated owners in the Unit, and there is no evidence of a title dispute.

(11) To avoid the drilling of unnecessary wells, protect correlative rights, prevent waste and afford to the owner of each interest in the Unit the opportunity to recover or receive without unnecessary expense its just and fair share of hydrocarbons, this application should be approved by pooling all uncommitted interests, whatever they may be, in the oil and gas within the Unit.

(12) OGX Resources LLC should be designated the operator of the proposed well and of the Unit.

(13) Any pooled working interest owner who does not pay its share of estimated well costs should have withheld from production its share of reasonable well

Case No. 14639
Order No. R-13397
Page 3 of 5

costs plus an additional 200% thereof as a reasonable charge for the risk involved in drilling the well.

(14) Reasonable charges for supervision (combined fixed rates) should be fixed at \$6,000 per month while drilling and \$600 per month while producing, provided that these rates should be adjusted annually pursuant to Section III.1.A.3. of the COPAS form titled "Accounting Procedure-Joint Operations."

IT IS THEREFORE ORDERED THAT:

(1) A non-standard 160-acre wildcat oil spacing and proration unit (the Unit) is hereby established in the Bone Spring formation, consisting of the E/2 of the E/2 of Section 24, Township 26 South, Range 28 East, NMPM, in Eddy County, New Mexico.

(2) Pursuant to the application of OGX Resources LLC, all uncommitted interests, whatever they may be, in the oil and gas in the Bone Spring formation underlying the Unit, are hereby pooled.

(3) The Unit shall be dedicated to Applicant's Momba 24 Federal Com. Well No. 1H ("the proposed well"), a horizontal well to be drilled from a standard surface location 660 feet from the North line and 990 feet from the East line (Unit A) of Section 24. The well will penetrate the Bone Spring formation at a standard oil well location approximately 900 feet from the North line and 970 feet from the East line (Unit A) of Section 24 and continue horizontally in the Bone Spring to a standard terminus, or bottomhole location, 350 feet from the South line and 660 feet from the East line (Unit P) of Section 24.

(4) The operator of the Unit shall commence drilling the proposed well on or before May 15, 2012, and shall thereafter continue drilling the well with due diligence to test the Bone Spring formation.

(5) In the event the operator does not commence drilling the proposed well on or before May 15, 2012, Ordering Paragraph (1) shall be of no effect, unless the operator obtains a time extension from the Division Director for good cause demonstrated by satisfactory evidence.

(6) Should the proposed well not be drilled and completed within 120 days after commencement thereof, then Ordering Paragraphs (1) and (2) shall be of no further effect, and the unit and project area created by this order shall terminate, unless operator appears before the Division Director and obtains an extension of the time for completion of the proposed well for good cause shown by satisfactory evidence. If the proposed well is not completed in all of the quarter-quarter sections included in the proposed unit within 120 days after commencement of drilling, then the operator shall apply to the Division for an amendment to this Order to contract the Unit so that it includes only those quarter-quarter sections in which the well is completed.

Case No. 14639
Order No. R-13397
Page 4 of 5

(7) Upon final plugging and abandonment of the proposed well and any other well drilled on the Unit pursuant to Division Rule 13.9, the pooled unit created by this Order shall terminate, unless this order has been amended to authorize further operations.

(8) OGX Resources LLC is hereby designated the operator of the well and of the Unit.

(9) After pooling, uncommitted working interest owners are referred to as pooled working interest owners. ("Pooled working interest owners" are owners of working interests in the Unit, including unleased mineral interests, who are not parties to an operating agreement governing the Unit.) After the effective date of this order, the operator shall furnish the Division and each known pooled working interest owner in the Unit an itemized schedule of estimated costs of drilling, completing and equipping the proposed well ("well costs").

(10) Within 30 days from the date the schedule of estimated well costs is furnished, any pooled working interest owner shall have the right to pay its share of estimated well costs to the operator in lieu of paying its share of reasonable well costs out of production as hereinafter provided, and any such owner who pays its share of estimated well costs as provided above shall remain liable for operating costs but shall not be liable for risk charges. Pooled working interest owners who elect not to pay their share of estimated well costs as provided in this paragraph shall thereafter be referred to as "non-consenting working interest owners."

(11) The operator shall furnish the Division and each known pooled working interest owner (including non-consenting working interest owners) an itemized schedule of actual well costs within 90 days following completion of the proposed well. If no objection to the actual well costs is received by the Division, and the Division has not objected, within 45 days following receipt of the schedule, the actual well costs shall be deemed to be the reasonable well costs. If there is an objection to actual well costs within the 45-day period, the Division will determine reasonable well costs after public notice and hearing.

(12) Within 60 days following determination of reasonable well costs, any pooled working interest owner who has paid its share of estimated costs in advance as provided above shall pay to the operator its share of the amount that reasonable well costs exceed estimated well costs and shall receive from the operator the amount, if any, that the estimated well costs it has paid exceed its share of reasonable well costs.

(13) The operator is hereby authorized to withhold the following costs and charges from production:

- (a) the proportionate share of reasonable well costs attributable to each non-consenting working interest owner; and

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Order No. R-13397
Page 5 of 5

(b) as a charge for the risk involved in drilling the well,
200% of the above costs.

(14) The operator shall distribute the costs and charges withheld from production, proportionately, to the parties who advanced the well costs.

(15) Reasonable charges for supervision (combined fixed rates) are hereby fixed at \$6,000 per month while drilling and \$600 per month while producing, provided that these rates shall be adjusted annually pursuant to Section III.1.A.3. of the COPAS form titled "Accounting Procedure-Joint Operations." The operator is authorized to withhold from production the proportionate share of both the supervision charges and the actual expenditures required for operating the well, not in excess of what are reasonable, attributable to pooled working interest owners.

(16) Any unleased mineral interest shall be considered a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest for the purpose of allocating costs and charges under this order. Any well costs or charges that are to be paid out of production shall be withheld only from the working interests' share of production, and no costs or charges shall be withheld from production attributable to royalty interests.

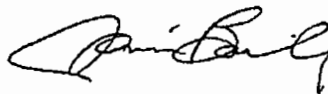
(17) Should all the parties to this compulsory pooling order reach voluntary agreement after entry of this order, this order shall thereafter be of no further effect.

(18) The operator of the well and Unit shall notify the Division in writing of the subsequent voluntary agreement of all parties subject to the forced pooling provisions of this order.

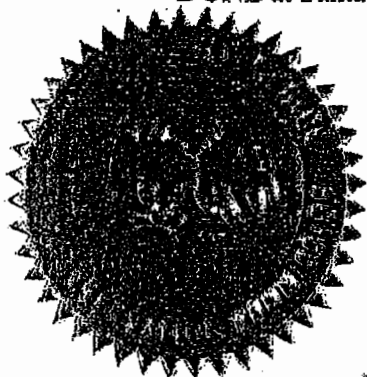
(19) Jurisdiction of this case is retained for the entry of such further orders as the Division may deem necessary.

DONE at Santa Fe, New Mexico, on the day and year hereinabove designated.

STATE OF NEW MEXICO
OIL CONSERVATION DIVISION



JAMI BAILEY
Director



SEAL



RECEPTION NO: 1106193 STATE OF
NEW MEXICO, COUNTY OF EDDY
RECORDED 06/15/2011 11:40 AM
BOOK 0856 PAGE 0986
DARLENE ROSPRIM, COUNTY CLERK

17

Federal Communit

Contract No. —

Momba #3H

THIS AGREEMENT entered into as between the parties subscribing, ratifying, hereinafter referred to as "parties hereto."

WITNES

WHEREAS, the Act of February 2 supplemented, authorizes communitization pooling a Federal oil and gas lease, or any por owned by the United States, when separate 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 26 South, Range 28 East, N.M.P.M.

Section 24: W/2 E/2

Eddy County, New Mexico

Containing **160.00** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the natural gas and associated liquid hydrocarbons, hereafter referred to as "communitized substances," producible from such formation.

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 contract Operator for COG Production LLC, 600 W. Illinois Ave., 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.

All proceeds, 8/8ths, attributed to unleased Federal, State or fee land included within the CA area are to be placed in an interest earning escrow or trust account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **December 1, 2012**, 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 occurs 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.

**COG Operating LLC, as contract
Operator for COG Production LLC**

Date

By: _____
Mona D. Ables
Vice President of Land

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public for the State of _____, personally appeared Mona D. Ables, known to me to be the Vice President of Land of COG Operating LLC, as contract Operator for COG Production LLC.

(SEAL)

My Commission Expires

Notary Public

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

COG Operating LLC

Date

Mona D. Ables
Vice President of Land

Concho Oil & Gas LLC

Date

Mona D. Ables
Vice President of Land

COG Production LLC

Date

Mona D. Ables
Vice President of Land

COG Acreage LP

Date _____

Mona D. Ables

Vice President of Land

OXY USA Inc.

Date _____

By: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public for the State of _____, personally appeared Mona D. Ables, known to me to be the Vice President of Land of COG Operating LLC.

(SEAL)

My Commission Expires

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public for the State of _____, personally appeared Mona D. Ables, known to me to be the Vice President of Land of Concho Oil & Gas LLC.

(SEAL)

My Commission Expires

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public for the State of _____, personally appeared Mona D. Ables, known to me to be the Vice President of Land of COG Production LLC.

(SEAL)

My Commission Expires

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public for the State of _____, personally appeared Mona D. Ables, known to me to be the Vice President of Land of COG Acreage LP.

(SEAL)

My Commission Expires

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of OXY USA Inc.

(SEAL)

My Commission Expires

Notary Public

EXHIBIT "A"

Plat of communitized area covering 160.00 acres in Section 24 of T26S, R28E, N.M.P.M.
Eddy County, New Mexico

Momba 24 Federal Com #3H

	SHL: 43' FNL & 2180' FEL	● Tract 1: NW/4 NE/4	
		Tract 2: SW/4 NE/4 NW/4 SE/4	
	BHL: 330' FSL & 2020' FEL	Tract 3: NMNM-012559 (Sec 24: SW/4 SE/4) ●	

NOTE: Show well location and tract numbers, show lots with acreage.

EXHIBIT "B"

To Communitization Agreement Dated December 1, 2012, embracing the following
described land in Eddy County, New Mexico.

Operator of Communitized Area: COG Operating LLC, as contract Operator for COG
Production LLC

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lessor:	Delaware Ranch, Inc.	
Lessee:	Marbob Energy Corporation	
Dated:	January 12, 2009	
Land Covered:	Insofar and only insofar as lease covers <u>Township 26 South – Range 28 East</u> Section 24: NW/4 NE/4 Eddy County, New Mexico	
Recorded:	Book 764, Page 1217	
Royalty:	20.0%	
Name and Percent ORRI Owners:	R.F. Fort for life, remainder to Randall R. Fort, Tommy L. Fort, Margi Fort Bruns and Robert Mitchell Raindl, equally: 0.00125 Debra Kay Primera .000416750 Robert Mitchell Raindl .000416625 Ricky D. Raindl .000416625 Rolla R. Hinkle III .001250000 Madison M. Hinkle .001250000	
Name and Percent of Working Interest Owners:	COG Operating LLC	0.950000
	Concho Oil & Gas, LLC	0.050000

Lessor:	Frank Blow Fowlkes		
Lessee:	COG Operating LLC		
Dated:	May 17, 2011		
Land Covered:	Insofar and only insofar as lease covers <u>Township 26 South – Range 28 East</u> Section 24: NW/4 NE/4 Eddy County, New Mexico		
Recorded:	Book 858, Page 792		
Royalty:	25.0%		
Name and Percent ORRI Owners:	N/A		
Name and Percent of Working Interest Owners:	COG Operating LLC	1.00000	

Lessor:	Christine Speidel Fowlkes, et al		
Present Lessee:	COG Production LLC		
Dated:	August 1, 2011		
Land Covered:	Insofar and only insofar as lease covers <u>Township 26 South – Range 28 East</u> Section 24: NW/4 NE/4 Eddy County, New Mexico		
Recorded:	Book 866, Page 1007		
Royalty:	25.0%		
Name and Percent ORRI Owners:	N/A		
Name and Percent of Working Interest Owners:	COG Production LLC	0.4607739	
	COG Acreage LP	0.0392261	
	OXY USA Inc.	0.5000000	

Lessor: Clegg Preston Fowlkes, et al
 Present Lessee: COG Production LLC
 Dated: July 10, 2008
 Land Covered: **Insofar and only insofar as lease covers**
Township 26 South – Range 28 East
 Section 24: NW/4 NE/4
 Eddy County, New Mexico
 Recorded: Book 747, Page 1
 Royalty: 25.0%
 Name and Percent ORRI Owners: N/A
 Name and Percent of
 Working Interest Owners:

COG Production LLC	0.500000
OXY USA Inc.	0.500000

Lessor: Trey Fowlkes, et al
 Lessee: COG Operating LLC
 Dated: January 1, 2012
 Land Covered: **Insofar and only insofar as lease covers**
Township 26 South – Range 28 East
 Section 24: NW/4 NE/4
 Eddy County, New Mexico
 Recorded: Book 901, Page 702
 Royalty: 25.0%
 Name and Percent ORRI Owners: N/A
 Name and Percent of
 Working Interest Owners:

COG Operating LLC	1.00000
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Tract No. 2

Lessor:	Delaware Ranch, Inc.	
Lessee:	Marbob Energy Corporation	
Dated:	January 12, 2009	
Land Covered:	Insofar and only insofar as lease covers <u>Township 26 South – Range 28 East</u> Section 24: SW/4NE/4, NW/4SE/4 Eddy County, New Mexico	
Recorded:	Book 764, Page 1217	
Royalty:	20.0%	
Name and Percent ORRI Owners:	R.F. Fort for life, remainder to Randall R. Fort, Tommy L. Fort, Margi Fort Bruns and Robert Mitchell Raindl, equally: 0.00125 Debra Kay Primera .000416750 Robert Mitchell Raindl .000416625 Ricky D. Raindl .000416625 Rolla R. Hinkle III .001250000 Madison M. Hinkle .001250000	
Name and Percent of Working Interest Owners:	COG Operating LLC 0.950000 Concho Oil & Gas, LLC 0.050000	

Lessor:	Frank Blow Fowlkes	
Lessee:	COG Operating LLC	
Dated:	May 17, 2011	
Land Covered:	Insofar and only insofar as lease covers <u>Township 26 South – Range 28 East</u> Section 24: SW/4NE/4, NW/4SE/4 Eddy County, New Mexico	
Recorded:	Book 858, Page 792	
Royalty:	25.0%	
Name and Percent ORRI Owners:	N/A	
Name and Percent of Working Interest Owners:	COG Operating LLC 1.00000	

Lessor: Christine Speidel Fowlkes, et al
 Present Lessee: COG Production LLC
 Dated: August 1, 2011
 Land Covered: **Insofar and only insofar as lease covers**
Township 26 South – Range 28 East
 Section 24: SW/4NE/4, NW/4SE/4
 Eddy County, New Mexico
 Recorded: Book 866, Page 1007
 Royalty: 25.0%
 Name and Percent ORRI Owners: N/A
 Name and Percent of
 Working Interest Owners:

COG Production LLC	0.4607739
COG Acreage LP	0.0392261
OXY USA Inc.	0.5000000

Lessor: Clegg Preston Fowlkes, et al
 Present Lessee: COG Production LLC
 Dated: July 10, 2008
 Land Covered: **Insofar and only insofar as lease covers**
Township 26 South – Range 28 East
 Section 24: SW/4NE/4, NW/4SE/4
 Eddy County, New Mexico
 Recorded: Book 747, Page 1
 Royalty: 25.0%
 Name and Percent ORRI Owners: N/A
 Name and Percent of
 Working Interest Owners:

COG Production LLC	0.500000
OXY USA Inc.	0.500000

Lessor:	Trey Fowlkes, et al		
Lessee:	COG Operating LLC		
Dated:	January 1, 2012		
Land Covered:	Insofar and only insofar as lease covers <u>Township 26 South – Range 28 East</u> Section 24: SW/4NE/4, NW/4SE/4 Eddy County, New Mexico		
Recorded:	Book 901, Page 702		
Royalty:	25.0%		
Name and Percent ORRI Owners:	N/A		
Name and Percent of Working Interest Owners:	COG Operating LLC	1.00000	

Lessor:	Pardue Limited Company		
Present Lessee:	COG Production LLC		
Dated:	February 8, 2010		
Land Covered:	Insofar and only insofar as lease covers <u>Township 26 South – Range 28 East</u> Section 24: SW/4NE/4, NW/4SE/4 Eddy County, New Mexico		
Recorded:	Book 805, Page 51		
Royalty:	25.0%		
Name and Percent ORRI Owners:	N/A		
Name and Percent of Working Interest Owners:	COG Acreage LP	0.500000	
	OXY USA Inc.	0.500000	

Lessor: Mark A. Parchman and Cathie A Parchman,
husband and wife

Present Lessee: COG Production LLC

Dated: November 19, 2012

Land Covered: **Insofar and only insofar as lease covers**
Township 26 South – Range 28 East
Section 24: SW/4NE/4, NW/4SE/4
Eddy County, New Mexico

Recorded: Book 915, Page 523

Royalty: 25.0%

Name and Percent ORRI Owners: N/A

Name and Percent of
Working Interest Owners: COG Production LLC 1.00000

Lessor: Rusell Carver Parchman and Barbara Bratton
Parchman, Trustees of the Rusell Carver
Parchman and Barbara Bratton Parchman
Trust, dated 8/30/12

Present Lessee: COG Production LLC

Dated: November 15, 2012

Land Covered: **Insofar and only insofar as lease covers**
Township 26 South – Range 28 East
Section 24: SW/4NE/4, NW/4SE/4
Eddy County, New Mexico

Recorded: Book 915, Page 529

Royalty: 25.0%

Name and Percent ORRI Owners: N/A

Name and Percent of
Working Interest Owners: COG Production LLC 1.00000

Lessor: Daniel Vlosich, as Trustee of The Vlosich Trust

Present Lessee: COG Production LLC

Dated: November 15, 2012

Land Covered: **Insofar and only insofar as lease covers**
Township 26 South – Range 28 East
 Section 24: SW/4NE/4, NW/4SE/4
 Eddy County, New Mexico

Recorded: Book 915, Page 535

Royalty: 25.0%

Name and Percent ORRI Owners: N/A

Name and Percent of
 Working Interest Owners: COG Production LLC 1.00000

Lessor: Penny R. Harrison and G. Ralph Harrison, husband and wife

Present Lessee: COG Production LLC

Dated: November 19, 2012

Land Covered: **Insofar and only insofar as lease covers**
Township 26 South – Range 28 East
 Section 24: SW/4NE/4, NW/4SE/4
 Eddy County, New Mexico

Recorded: Book 915, Page 541

Royalty: 25.0%

Name and Percent ORRI Owners: N/A

Name and Percent of
 Working Interest Owners: COG Production LLC 1.00000

Lessor: Linda G. Tenberg and Willis R. Tenberg,
husband and wife

Present Lessee: COG Production LLC

Dated: November 15, 2012

Land Covered: **Insofar and only insofar as lease covers**
Township 26 South – Range 28 East
Section 24: SW/4NE/4, NW/4SE/4
Eddy County, New Mexico

Recorded: Book 915, Page 547

Royalty: 25.0%

Name and Percent ORRI Owners: N/A

Name and Percent of
Working Interest Owners: COG Production LLC 1.00000

Lessor: Sonia M. Scott and Lee R. Scott, husband and
wife

Present Lessee: COG Production LLC

Dated: November 16, 2012

Land Covered: **Insofar and only insofar as lease covers**
Township 26 South – Range 28 East
Section 24: SW/4NE/4, NW/4SE/4
Eddy County, New Mexico

Recorded: Book 915, Page 553

Royalty: 25.0%

Name and Percent ORRI Owners: N/A

Name and Percent of
Working Interest Owners: COG Production LLC 1.00000

Tract No. 3

Serial Number:	NMNM-012559		
Lessor:	USA Bureau of Land Management		
Lessee:	Joan M. Madrid		
Dated:	November 1, 1970		
Land Covered:	Insofar and only insofar as lease covers <u>Township 26 South – Range 28 East</u> Section 24: SW/4 SE/4 Eddy County, New Mexico		
Recorded:	N/A		
Royalty:	1/8 th		
Name and Percent ORRI Owners:	5% of 8/8ths to Joan M. Madrid, whose husband is Louis S. Madrid		
Name and Percent of Working Interest Owners:	OXY USA Inc.	0.500000	
	COG Production LLC	0.500000	

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	40.00	25.000%
2	80.00	50.000%
3	40.00	25.000%
Total	160.00	100.0000%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of January, 2012, 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~~ ^{with} an established well-spacing program for the field - ^{pooling is determined to be in} the public interest.

WHERE ^{Cottonmouth 13 Fed Com #1H} ~~WHEREAS~~ the parties hereto, by and through their duly authorized representatives, have agreed that the pooling of their respective mineral interests, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated ~~in~~ ^{with} an established well-spacing program for the field - ^{pooling is determined to be in} the public interest.

WHEREAS, the parties hereto, by and through their duly authorized representatives, have agreed that the pooling of their respective mineral interests, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated ~~in~~ ^{with} an established well-spacing program for the field - ^{pooling is determined to be in} the public interest.

NOW, THE parties hereto, by and through their duly authorized representatives, have agreed that the pooling of their respective mineral interests, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated ~~in~~ ^{with} an established well-spacing program for the field - ^{pooling is determined to be in} the public interest.

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

Township 26 South, Range 28 East, N.M.P.M.
Section 24: E/2 W/2 Eddy County, New Mexico

Containing 160.00 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the natural gas and associated liquid hydrocarbons, hereafter referred to as "communitized substances," producible from such formation.

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 contract Operator for COG Production LLC, 600 W. Illinois Ave., 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.

All proceeds, 8/8ths, attributed to unleased Federal, State or fee land included within the CA area are to be placed in an interest earning escrow or trust account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is January 1, 2012, 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 occurs 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.

COG Operating LLC, as contract
Operator for COG Production LLC

Date

By: _____
Mona D. Ables
Vice President of Land

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2012, before me, a Notary Public for the State of _____, personally appeared Mona D. Ables, known to me to be the Vice President of Land of COG Operating LLC, as contract Operator for COG Production LLC.

(SEAL)

My Commission Expires

Notary Public

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

COG Operating LLC

Date

Mona D. Ables
Vice President of Land

Concho Oil & Gas LLC

Date

Mona D. Ables
Vice President of Land

COG Production LLC

Date

Mona D. Ables
Vice President of Land

OXY USA Inc.

Date

By: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2012, before me, a Notary Public for the State of Texas
, personally appeared Mona D. Ables, known to me to be the Vice President of Land of
COG Operating LLC.

(SEAL)

My Commission Expires

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2012, before me, a Notary Public for the State of Texas,
personally appeared Mona D. Ables, known to me to be the Vice President of Land of
COG Production LLC.

(SEAL)

My Commission Expires

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2012, before me, a Notary Public for the State of Texas
, personally appeared Mona D. Ables, known to me to be the Vice President of Land of
Concho Oil & Gas, LLC.

(SEAL)

My Commission Expires

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2012, before me, a Notary Public for the State of
_____, personally appeared _____, known to me to
be the _____ of OXY USA Inc.

(SEAL)

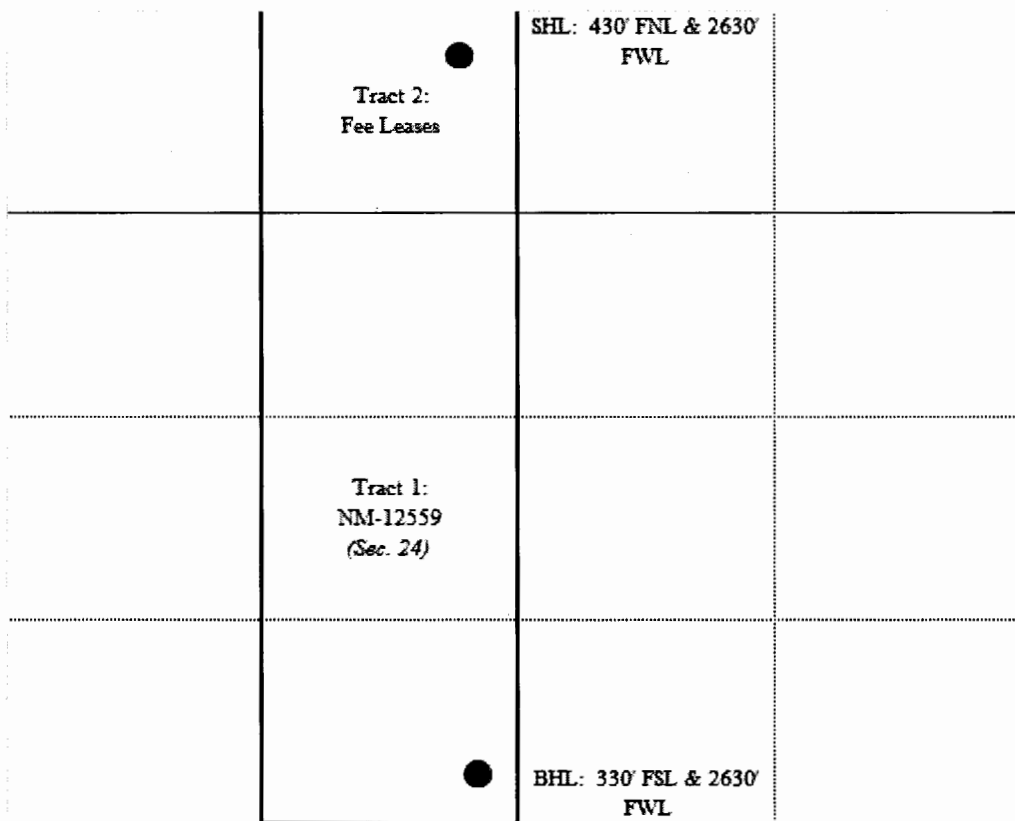
My Commission Expires

Notary Public

EXHIBIT "A"

Plat of communitized area covering 160.00 acres in Section 24 of T26S, R28E, N.M.P.M.
Eddy County, New Mexico

Cottonmouth 13 Federal Com #1H



NOTE: Show well location and tract numbers, show lots with acreage.

EXHIBIT "B"

To Communitization Agreement Dated January 1, 2012, embracing the following
described land in Eddy County, New Mexico.

Operator of Communitized Area: COG Operating LLC, as contract Operator for
COG Production LLC

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	NM-12559
Lease Date:	November 1, 1970
Lease Term:	Ten (10) years
Lessor:	Joan Madrid
Present Lessee:	OXY USA Inc.
Description of Land Committed:	<u>Township 26 South, Range 28 East, NMPM Section 24: SE/4 NW/4, E/2 SW/4</u>
Number of Acres:	120.00
Royalty Rate:	12.50%
Name and Percent ORRI Owners:	Joan Madrid: 0.0500 ORRI
Name and Percent of Working Interest Owners:	OXY USA Inc.: 0.500000 COG Production LLC: 0.500000

Tract No. 2

Lease Serial Number:	FEE Book 747, Page 1
Lease Date:	July 10, 2008
Lease Term:	Three (3) years
Lessor:	Clegg Preston Fowlkes, et al
Present Lessee:	COG Production LLC
Description of Land Committed:	<u>Township 26 South, Range 28 East, NMPM</u> Section 24: <u>NE/4 NW/4</u>
Number of Acres:	40.00 acres
Pooling Clause:	Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement.
Royalty Rate:	25.00%
Name and Percent ORRI Owners:	N/A
Name and Percent of Working Interest Owners:	COG Production LLC: 0.500000 OXY USA Inc.: 0.500000

Lease Serial Number:	FEE Book 866, Page 1007
Lease Date:	August 1, 2011
Lease Term:	Three (3) years
Lessor:	Christine Fowlkes, et al
Present Lessee:	COG Production LLC
Description of Land Committed:	<u>Township 26 South, Range 28 East, NMPM</u> Section 24: <u>NE/4 NW/4</u>
Number of Acres:	40.00
Pooling Clause:	Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement.
Royalty Rate:	25.00%
Name and Percent ORRI Owners:	N/A
Name and Percent of Working Interest Owners:	COG Production LLC: 0.500000 OXY USA Inc.: 0.500000

Lease Serial Number:	FEE Book 858, Page 792
Lease Date:	May 17, 2011
Lease Term:	Three (3) years
Lessor:	Frank Blow Fowlkes
Present Lessee:	COG Operating LLC
Description of Land Committed:	<u>Township 26 South, Range 28 East, NMPM</u> Section 24: <u>NE/4 NW/4</u>
Number of Acres:	40.00
Pooling Clause:	Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement.
Royalty Rate:	25.00%
Name and Percent ORRI Owners:	N/A
Name and Percent of Working Interest Owners:	COG Operating LLC: 1.000000

Lease Serial Number:	FEE Book 764, Page 1217
Lease Date:	January 1, 2009
Lease Term:	Four (4) years
Lessor:	Delaware Ranch, Inc.
Present Lessee:	COG Operating LLC Concho Oil & Gas LLC
Description of Land Committed:	<u>Township 26 South, Range 28 East, NMPM</u> Section 24: <u>NE/4 NW/4</u>
Number of Acres:	40.00
Pooling Clause:	Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement.
Royalty Rate:	25.00%
Name and Percent ORRI Owners:	R.F. Fort and Juanell Fort, husband and wife: 0.005000 Rolla R. Hinkle III: 0.002500 Madison M. Hinkle: 0.002500
Name and Percent of Working Interest Owners:	COG Operating LLC: 0.950000 Concho Oil & Gas LLC: 0.050000

Lease Serial Number:	FEE Book 901, Page 702
Lease Date:	January 1, 2012 (effective)
Lease Term:	Three (3) years
Mineral Interest Owner:	Edwin H. Fowlkes III, aka Trey Fowlkes, et al
Present Lessee:	COG Operating LLC
Description of Land Committed:	<u>Township 26 South, Range 28 East, NMPM</u> <u>Section 24: NE/4 NW/4</u>
Number of Acres:	40.00
Pooling Clause:	Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement.
Royalty Rate:	25.00%
Name and Percent ORRI Owners:	N/A
Name and Percent of Working Interest Owners:	COG Operating LLC: 1.00000

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	120.00	75.0000%
2	40.00	25.0000%
Total	160.00	100.0000%