

RECEIVED: 7/9/20	REVIEWER: DM	TYPE: OLM	APP NO: pDM2019234274
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ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

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



ADMINISTRATIVE APPLICATION CHECKLIST

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

Applicant: CÖG Operating, LLC	OGRID Number: 229137
Well Name: Tin Foil Federal Com 604H & 705H	API: 30-025-46562 / 30-02546563
Pool: WC-025 G-09 S253502D; Upper Wolfcamp	Pool Code: 98187

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

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

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

FOR OCD ONLY

☐ Notice Complete

☐ Application Content Complete

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

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

Jeanette Barron

Print or Type Name

Signature

7/9/20
Date

575-746 6974
Phone Number

barron@concho.com
e-mail Address



July 9, 2020

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

Re: Application for Administrative Approval
Off-lease Measurement – Oil Only

Dear Mr. McClure,

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

Tin Foil Federal Com 604H
API# 30-025-46562
WC-025 G-09 S253502D; Upper Wolfcamp
Ut. O, Sec. 23-T25S-R35E
Lea County, NM

Tin Foil Federal Com 705H
API# 30-025-46563
WC-025 G-09 S253502D; Upper Wolfcamp
Ut. M, Sec. 23-T25S-R35E
Lea County, NM

Oil Production:

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

The Tin Foil Federal wells have identical ownership in identical percentages, therefore, no owner notification is required. A letter from the responsible COG landman stating this fact is enclosed with this application.

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

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

Sincerely,

A handwritten signature in black ink that reads "Jeanette Barron".
Jeanette Barron
Regulatory Technician II

CORPORATE ADDRESS

One Concho Center 600 West Illinois Avenue | Midland Texas 79701
P 432 683 7443 | F 432 683 7441

ARTESIA WEST OFFICE

2208 Main Street | Artesia, New Mexico 88210
P 575 748 6940 | F 575.746.2095

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: 2208 W Main Street, Artesia, New Mexico 88210
APPLICATION TYPE:

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

LEASE TYPE: ☐ Fee ☐ State ☒ Federal

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

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

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

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

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

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

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

- (1) Complete Sections A and E.

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

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

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

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

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

SIGNATURE: Jeanette Barron

TITLE: Regulatory Technician II

DATE: 7/9/20

TYPE OR PRINT NAME Jeanette Barron TELEPHONE NO.: 575.748.6974

E-MAIL ADDRESS: jbarron@concho.com

DISTRICT I
1625 N. FRENCH DR., HOBBS, NM 88240
Phone: (575) 393-8181 Fax: (575) 393-0720

DISTRICT II
811 S. FIRST ST., ARTESIA, NM 88210
Phone: (505) 748-1283 Fax: (505) 748-0720

DISTRICT III
1000 RIO BRAZOS RD., AZTEC, NM 87410
Phone: (505) 334-8178 Fax: (505) 334-8170

DISTRICT IV
1220 S. ST. FRANCIS DR., SANTA FE, NM 87505
Phone: (505) 476-3480 Fax: (505) 476-3482

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-46562	Pool Code 98187	Pool Name WC-025 G-09 S2535020D; UPPER WOLFCAMP
Property Code 326507	Property Name TIN FOIL FEDERAL COM	Well Number 604H
GRID No. 229137	Operator Name COG OPERATING, LLC	Elevation 3153.8'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	23	25-S	35-E		400	SOUTH	2320	EAST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	14	25-S	35-E		50	NORTH	2320	EAST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
960			

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>Y=415198.2 N X=846681.7 E</p> <p>NAD 83 NME PROPOSED BOTTOM HOLE LOCATION Y=415178.4 N X=849665.8 E LAT.=32.137485° N LONG.=103.337253° W</p> <p>NAD 83 NME SURFACE LOCATION Y=405069.3 N X=849742.7 E LAT.=32.109697° N LONG.=103.337274° W</p> <p>Y=404635.8 N X=846776.7 E</p>	<p>50' 2320' B.H.</p> <p>100' FNL & 2320' FEL Y=415128.4 N X=849656.2 E LAT.=32.137347° N LONG.=103.337220° W</p> <p>LEASE X-ING LAT.=32.133998° N LONG.=103.337223° W</p> <p>SECTION 14 SECTION 23</p> <p>GRID AZ. - 359°30'26" HORIZ. DIST. - 10409.5'</p> <p>100' FSL & 2320' FEL Y=404769.3 N X=849745.3 E LAT.=32.108873° N LONG.=103.337274° W GRID AZ. TO FTP 179°30'20"</p> <p>400' S.L. 2320'</p> <p>Y=404680.5 N X=850743.7 E</p>	<p>OPERATOR CERTIFICATION</p> <p>I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Jeanette Barron</i> 7/9/20 Signature Date</p> <p>Jeanette Barron Printed Name</p> <p>jbarron@concho.com E-mail Address</p> <p>SURVEYOR CERTIFICATION</p> <p>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>JULY 17, 2019 Date of Survey</p> <p>Signature & Seal of Professional Surveyor</p> <p><i>Chad L. Harcrow</i> 7/26/19 Certificate No. CHAD HARCROW 17777 W.O. #19-1359 DRAWN BY: CD</p>
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DISTRICT I
1625 N. FRANCE DR., HOBBS, NM 88240
Phone: (505) 393-6161 Fax: (505) 393-0720

DISTRICT II
811 S. FIRST ST., ARTESIA, NM 88210
Phone: (505) 746-1283 Fax: (505) 746-9720

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

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

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-46563	Pool Code 98187	Pool Name WC-025 G-09 S2535020D; UPPER WOLFCAMP
Property Code 326507	Property Name TIN FOIL FEDERAL COM	Well Number 705H
OGRID No. 229137	Operator Name COG OPERATING, LLC	Elevation 3178.9'

Surface Location

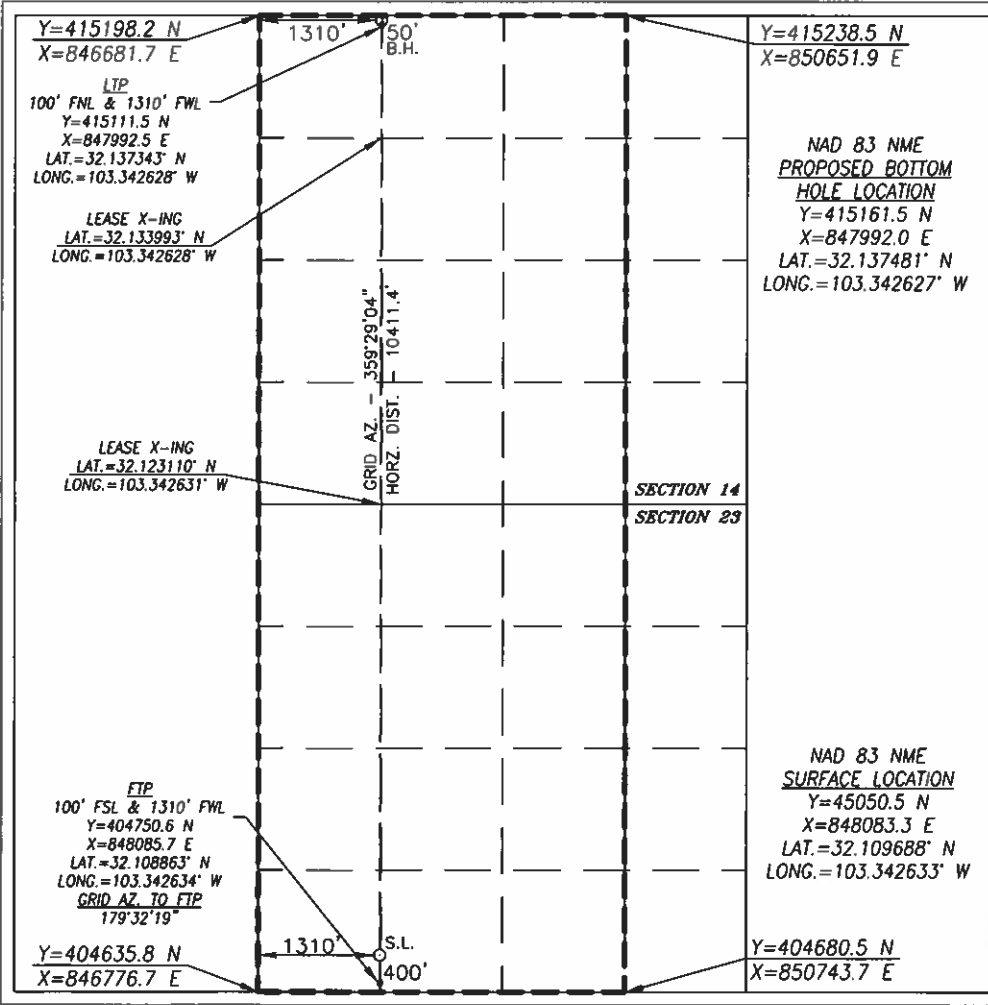
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	23	25-S	35-E		400	SOUTH	1310	WEST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	14	25-S	35-E		50	NORTH	1310	WEST	LEA

Dedicated Acres 960	Joint or Infill	Consolidation Code	Order No.
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NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION



OPERATOR CERTIFICATION

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

Jeanette Barron 7/9/20
Signature Date

Jeanette Barron
Printed Name
jbarron@concho.com
E-mail Address

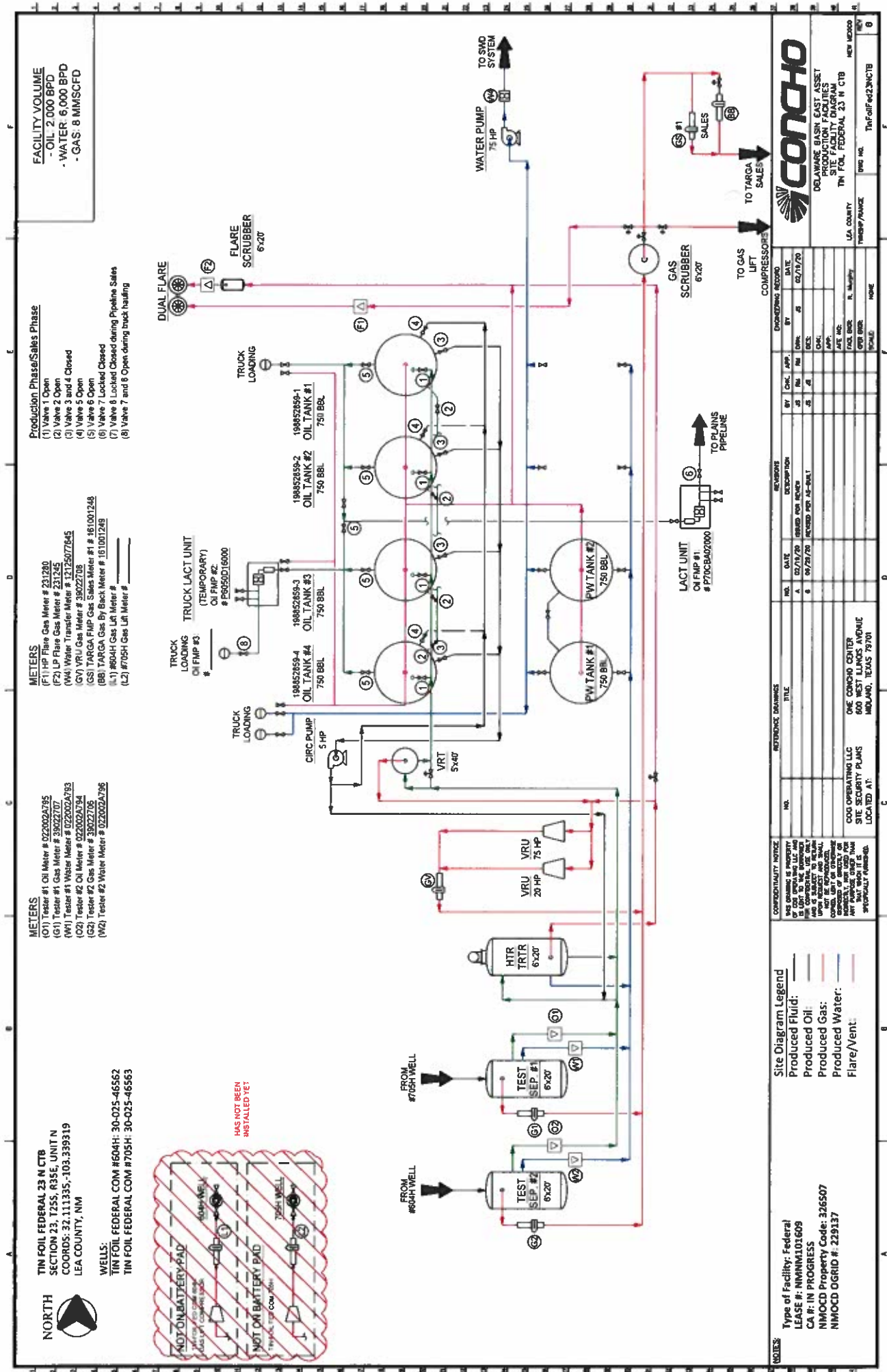
SURVEYOR CERTIFICATION

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

MAY 30, 2019
Date of Survey

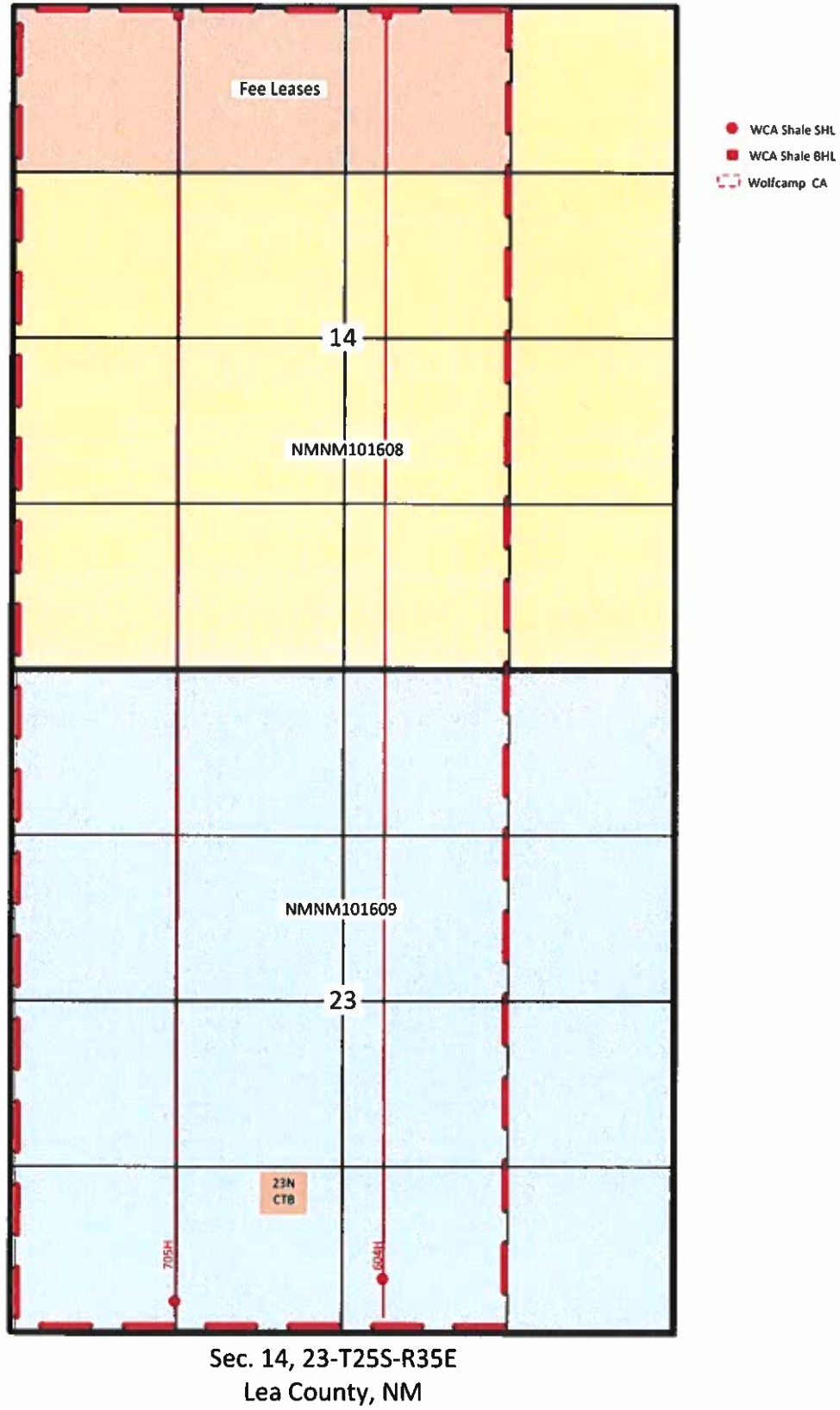
Signature & Seal of Professional Surveyor

Chad L. Harcrow 6/24/19
Certificate No. CHAD HARCROW 17777
W.O. # 19-835 DRAWN BY: WN



6.04.19 JB
DW 07/17/19
DW 12/19/19

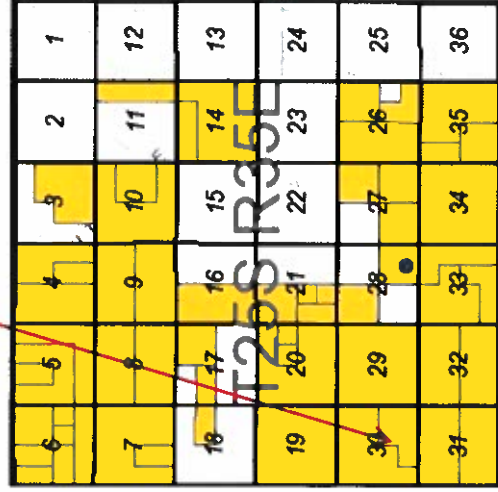
Tin Foil Federal Com Wells



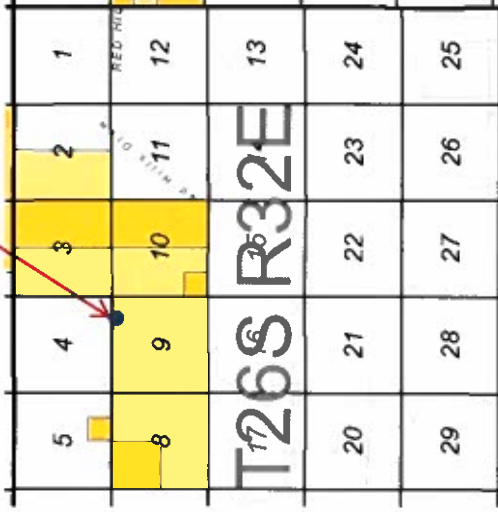


Tin Foil Federal Com 604H, 705H & Red Hills and Jal Offload Station Map

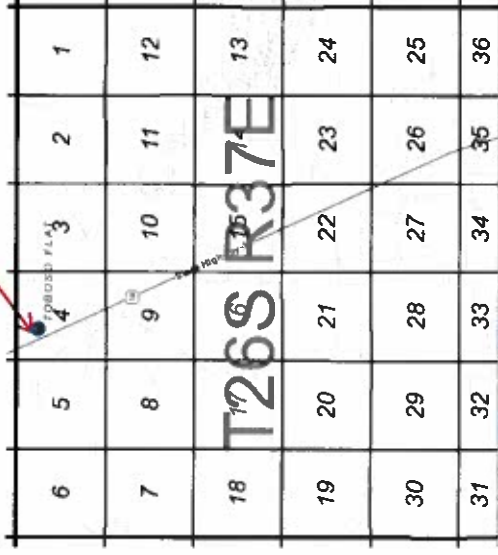
Tin Foil Federal Com 604H & 705H
Lea County, NM



Red Hills Offload Station
Lea County, NM



Jal Offload Station
Lea County, NM





May 14, 2020

Re: **TINFOIL FED COM #604H AND #705H**
W/2 and W/2E/2 of Sections 14 and 23, T25S-R35E
Lea County, New Mexico

To Whom it May Concern,

COG Operating LLC ("COG") is Operator of the Tinfoil Fed Com #604H (API: 3002546562) and the Tinfoil Fed Com #705H (API: 3002546563) that are located in Sections 18 and 23, T25S-R35E. These two wells consist of fee and federal lands with uniform ownership. The revenue owners are identical. As defined in NMAC 19.15.12.7.B, identical ownership means leases or pools have the same working, royalty and overriding royalty owners in exactly the same percentages. Based on these facts, COG is applying and should be granted its application for off-lease measurement.

Sincerely,

COG Operating LLC

A handwritten signature in black ink, appearing to read "Adam Reker".

Adam Reker, MBA, RPL
Landman
areker@concho.com

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of July, 2019, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

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

Section 14: W/2, W/2 E/2

Section 23: W/2, W/2 E/2

Lea County, New Mexico

Containing 960.00 acres, and this agreement shall include only the **Wolfcamp** formation underlying said lands and the crude oil and associated natural gas (or) oil and gas hereafter referred to as "communitized substances," producible from such pool.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the

communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

3. The Operator of the communitized area shall be **COG Operating LLC, 600 W. Illinois Ave., Midland, TX, 79701**. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same pool as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

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

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

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

OPERATOR:

COG OPERATING LLC

Date:

12/19/19

By:

Sean Johnson

Attorney-In-Fact

JH

ACKNOWLEDGEMENT

STATE OF TEXAS

§

§

COUNTY OF MIDLAND

§

This instrument was acknowledged before me on the 19th day of December, 2019, by Sean Johnson, Attorney-In-Fact of **COG Operating LLC**, a Delaware Limited Liability Company, on behalf of same.




Melissa L. Dimit
Notary Public in and for the State of Texas

My Commission Expires: 9/9/2021

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Date: 12/19/19

By: 
Sean Johnson
Attorney-In-Fact COG OPERATING LLC

Date: _____

By: _____
Name: _____
Title: _____

Date: _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 19 day of December, 2019, by Sean Johnson, Attorney-In-Fact of COG Operating LLC, a Delaware Limited Liability Company, on behalf of same.




Notary Public in and for the State of Texas
My Commission Expires: 9/9/2021

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

COG OPERATING LLC

Date: _____

By: _____
Sean Johnson
Attorney-In-Fact

CHIEF CAPITAL (O&G) II LLC

Date: 1/31/2020

By: [Signature]
Name: Walter Dixon
Title: Vice President

CHEVRON U.S.A. INC.

Date: _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS

COUNTY OF MIDLAND

§
§
§

This instrument was acknowledged before me on the _____ day of _____, 2019, by Sean Johnson, Attorney-In-Fact of COG Operating LLC, a Delaware Limited Liability Company, on behalf of same.

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

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

COG OPERATING LLC

Date: _____

By: _____
Sean Johnson
Attorney-In-Fact

CHIEF CAPITAL (O&G) II LLC

Date: _____

By: _____
Name: _____
Title: _____

CHEVRON U.S.A. INC.

Date: 1/10/2020

By: Jacob Velasco
Name: Jacob Velasco
Title: Attorney-In-Fact

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the _____ day of _____, 2019, by Sean Johnson, Attorney-In-Fact of COG Operating LLC, a Delaware Limited Liability Company, on behalf of same.

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

Acknowledgments cont.

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 3rd of January, ~~2019~~ ²⁰²⁰, by
Walt Nixon, as Vice President of **CHIEF CAPITAL (O&G) II LLC**, a Texas Limited Liability Company, on behalf of
same.



Lacy Roberson
Notary Public in and for the State of Texas
My Commission Expires: 2-12-23

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ of _____, 2019, by
_____, as _____ of
CHEVRON U.S.A., INC., a _____, on behalf of same.

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

Acknowledgments cont.

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the _____ of _____, 2019, by
Walt Nixon, as Vice President of CHIEF CAPITAL (O&G) II LLC, a Texas Limited Liability Company, on behalf of
same.

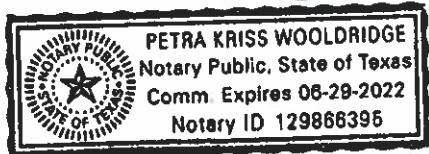
Notary Public in and for the State of _____

My Commission Expires: _____

STATE OF Texas

COUNTY OF Midland

This instrument was acknowledged before me on the 10th of January, 2020
Jacob Velasco as Attorney-In-Fact of
CHEVRON U.S.A., INC., a Pennsylvania corporation, on behalf of same.



Petra Wooldridge

Notary Public in and for the State of Texas

My Commission Expires: 6-29-2022

EXHIBIT "A"

Plat of communitized area covering 960.00 acres in the W/2 and W/2 E/2 of Section 14 & the
W/2 and W/2 E/2 of Section 23, T25S - R35E, N.M.P.M., Lea County, New Mexico
Communitized depths are hereby limited to the Wolfcamp formation

Tract 1:
Fee Leases



Tract 2:
NMNM 101608



Tract 3:
NMNM 101609

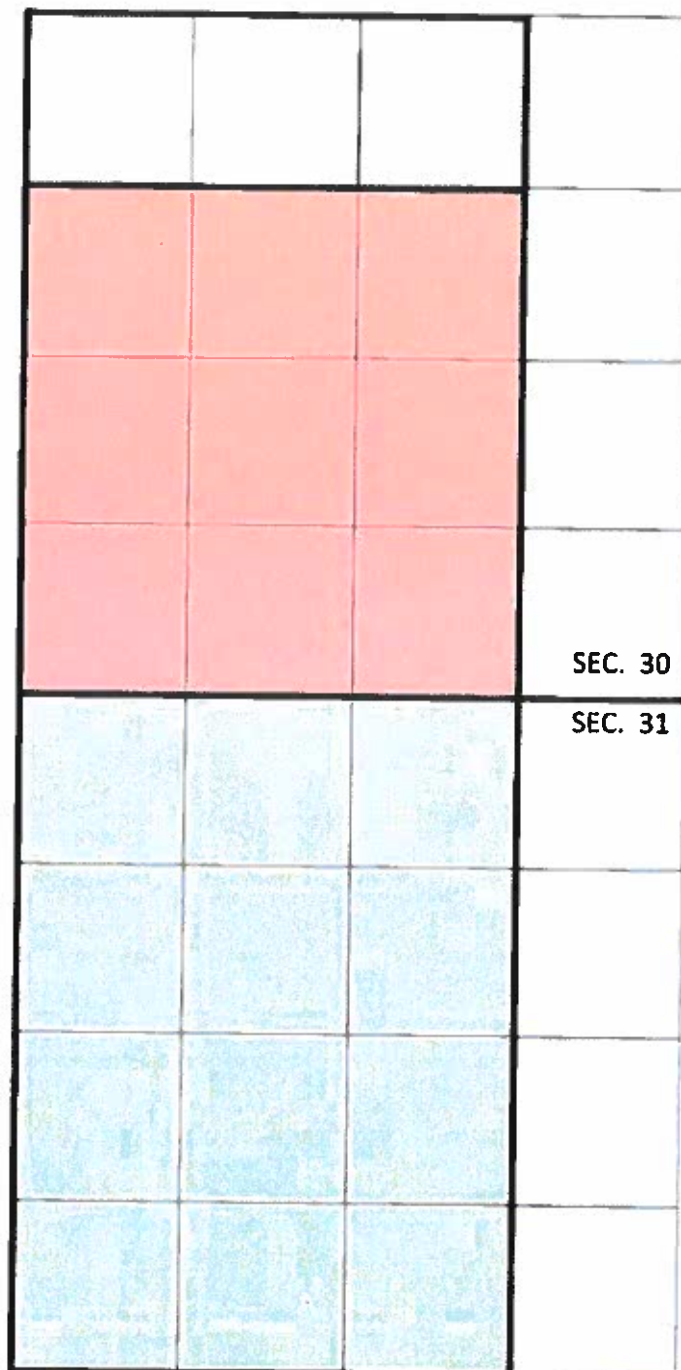


EXHIBIT "B"

To Communitization Agreement Dated July 1, 2019 embracing the following described land
in the W/2 and W/2 E/2 of Section 14 & the W/2 and W/2 E/2 of Section 23,
T25S – R35E, N.M.P.M., Lea County, New Mexico
Communitized depths are hereby limited to the Wolfcamp formation
Operator of Communitized Area: **COG Operating LLC**

DESCRIPTION OF LEASES COMMITTED

TRACT #1

LEASE 1

Date:	June 8, 2017	
Term:	Three (3) Years	
Recorded:	Volume 2110, Page 849	
Lessor:	Bank of America, N.A., Trustee of the Beulah H. Simmons Trust, and Trustee of the J.E. Simmons Trust	
Original Lessee:	OneEnergy Partners Operating, LLC	
Current Lessee:	COG Operating LLC	
Lands:	<u>Township 25 South, Range 35 East, N.M.P.M</u> Section 14: N/2NW/4, NW/4NE/4	
Number of Acres:	120	
Royalty Rate:	25%	
WI Owner Names and Interests:	COG Operating LLC	100%
ORRI Owners:	Of Record	

LEASE 2

Date:	May 9, 2017	
Term:	Three (3) Years	
Recorded:	Volume 2109, Page 925	
Lessor:	Western Commerce Bank, Agent for Rita D. Schenk, William Carl Schenk, and Klein Bank, Co-Trustees of the Schenk Trust B	
Original Lessee:	OneEnergy Partners Operating, LLC	
Current Lessee:	COG Operating LLC	
Lands:	<u>Township 25 South, Range 35 East, N.M.P.M</u> Section 14: N/2NW/4, NW/4NE/4	
Number of Acres:	120	
Royalty Rate:	25%	
WI Owner Names and Interests:	COG Operating LLC	100%
ORRI Owners:	Of Record	

LEASE 3

Date:	May 9, 2017	
Term:	Three (3) Years	
Recorded:	Volume 2109, Page 928	
Lessor:	Western Commerce Bank, Agent for Rita D. Schenk, William Carl Schenk, and Klein Bank, Co-Trustees of the Schenk Trust A-2	
Original Lessee:	OneEnergy Partners Operating, LLC	
Current Lessee:	COG Operating LLC	
Lands:	<u>Township 25 South, Range 35 East, N.M.P.M</u> Section 14: N/2NW/4, NW/4NE/4	
Number of Acres:	120	
Royalty Rate:	25%	
WI Owner Names and Interests:	COG Operating LLC	100%
ORRI Owners:	Of Record	

LEASE 4

Date: March 8, 2016
 Term: Five (5) Years
 Recorded: Volume 1993, Page 486
 Lessor: Jania F. Cakl, SSP
 Original Lessee: Robert E. Landreth
 Current Lessee: Advance Energy Partners, LLC
 Lands: Township 25 South, Range 35 East, N.M.P.M
 Section 14: N/2NW/4, NW/4NE/4
 Number of Acres: 120
 Royalty Rate: 18.75%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

LEASE 5

Date: October 31, 2011
 Term: Nine (9) Years
 Recorded: Volume 1753, Page 327
 Lessor: Mary H. Banks, SSP
 Original Lessee: Robert E. Landreth
 Current Lessee: Advance Energy Partners, LLC
 Lands: Township 25 South, Range 35 East, N.M.P.M
 Section 14: N/2NW/4, NW/4NE/4
 Number of Acres: 120
 Royalty Rate: 18.75%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

LEASE 6

Date: May 24, 2017
 Term: Three (3) years
 Recorded: Volume 2109, Page 913
 Lessor: Carl Clinton Bruce, Jr.
 Original Lessee: OneEnergy Partners Operating, LLC
 Current Lessee: COG Operating LLC
 Lands: Township 25 South, Range 35 East, N.M.P.M
 Section 14: N/2NW/4, NW/4NE/4
 Number of Acres: 120
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

LEASE 7

Date: June 1, 2017
 Term: Three (3) Years
 Recorded: Volume 2109, Page 907
 Lessor: Daniel H. Bruce
 Original Lessee: OneEnergy Partners Operating, LLC
 Current Lessee: COG Operating LLC
 Lands: Township 25 South, Range 35 East, N.M.P.M
 Section 14: N/2NW/4, NW/4NE/4
 Number of Acres: 120
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

LEASE 8

Date: June 1, 2017
 Term: Three (3) Years
 Recorded: Volume 2109, Page 903
 Lessor: John L. Ammirati
 Original Lessee: OneEnergy Partners Operating, LLC
 Current Lessee: COG Operating LLC
 Lands: Township 25 South, Range 35 East, N.M.P.M
 Section 14: N/2NW/4, NW/4NE/4
 Number of Acres: 120
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

LEASE 9

Date: December 7, 2017
 Term: Three (3) Years
 Recorded: Volume 2130, Page 698
 Lessor: Charlie Sumner
 Original Lessee: Jetstream Oil and Gas Partners, LP
 Current Lessee: MRC Permian Company
 Lands: Township 25 South, Range 35 East, N.M.P.M
 Section 14: N/2NW/4, NW/4NE/4
 Number of Acres: 120
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

LEASE 10

Date: December 7, 2017
 Term: Three (3) Years
 Recorded: Volume 2130, Page 699
 Lessor: Sally Runyan
 Original Lessee: Jetstream Oil and Gas Partners, LP
 Current Lessee: MRC Permian Company
 Lands: Township 25 South, Range 35 East, N.M.P.M
 Section 14: N/2NW/4, NW/4NE/4
 Number of Acres: 120
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

LEASE 11

Date: December 7, 2017
 Term: Three (3) Years
 Recorded: Volume 2130, Page 696
 Lessor: Jeffrey Sumner
 Original Lessee: Jetstream Oil and Gas Partners, LP
 Current Lessee: MRC Permian Company
 Lands: Township 25 South, Range 35 East, N.M.P.M
 Section 14: N/2NW/4, NW/4NE/4
 Number of Acres: 120
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

LEASE 12

Date: December 7, 2017
 Term: Three (3) Years
 Recorded: Volume 2130, Page 695
 Lessor: Jacqueline J. Jones
 Original Lessee: Jetstream Oil and Gas Partners, LP
 Current Lessee: MRC Permian Company
 Lands: Township 25 South, Range 35 East, N.M.P.M
 Section 14: N/2NW/4, NW/4NE/4
 Number of Acres: 120
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

LEASE 13

Date: December 7, 2017
 Term: Three (3) Years
 Recorded: Volume 2130, Page 697
 Lessor: Krystle Sumner McEntire
 Original Lessee: Jetstream Oil and Gas Partners, LP
 Current Lessee: MRC Permian Company
 Lands: Township 25 South, Range 35 East, N.M.P.M
 Section 14: N/2NW/4, NW/4NE/4
 Number of Acres: 120
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

LEASE 14

Date: June 1, 2017
 Term: Three (3) Years
 Recorded: Volume 2116, Page 409
 Lessor: George Boulter Resley
 Original Lessee: OneEnergy Partners Operating, I.LC
 Current Lessee: COG Operating LLC
 Lands: Township 25 South, Range 35 East, N.M.P.M
 Section 14: N/2NW/4, NW/4NE/4
 Number of Acres: 120
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

LEASE 15

Date: June 8, 2017
 Term: Three (3) Years
 Recorded: Volume 2117, Page 104
 Lessor: Mary Dare Ellis
 Original Lessee: OneEnergy Partners Operating, LLC
 Current Lessee: COG Operating LLC
 Lands: Township 25 South, Range 35 East, N.M.P.M
 Section 14: N/2NW/4, NW/4NE/4
 Number of Acres: 120
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

LEASE 16

Date: November 7, 2017
 Term: Three (3) Years
 Recorded: Volume 2124, Page 850
 Lessor: Headwater Minerals II, LP
 Original Lessee: OneEnergy Partners Operating, LLC
 Current Lessee: COG Operating LLC
 Lands: Township 25 South, Range 35 East, N.M.P.M
 Section 14: N/2NW/4, NW/4NE/4
 Number of Acres: 120
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

LEASE 17

Date: November 3, 2017
 Term: Three (3) Years
 Recorded: Volume 2124, Page 677
 Lessor: Encanto Minerals, LLC
 Original Lessee: OneEnergy Partners Operating, LLC
 Current Lessee: COG Operating LLC
 Lands: Township 25 South, Range 35 East, N.M.P.M
 Section 14: N/2NW/4, NW/4NE/4
 Number of Acres: 120
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

LEASE 18

Date: July 11, 2017
 Term: Three (3) Years
 Recorded: Volume 2118, Page 598
 Lessor: Jessie Ellen Boulter Crum
 Original Lessee: OneEnergy Partners Operating, LLC
 Current Lessee: COG Operating LLC
 Lands: Township 25 South, Range 35 East, N.M.P.M
 Section 14: N/2NW/4, NW/4NE/4
 Number of Acres: 120
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

LEASE 19

Date: June 15, 2017
 Term: Three (3) Years
 Recorded: Volume 2117, Page 107
 Lessor: James Troy Boulter
 Original Lessee: OneEnergy Partners Operating, LLC
 Current Lessee: COG Operating LLC
 Lands: Township 25 South, Range 35 East, N.M.P.M
 Section 14: N/2NW/4, NW/4NE/4
 Number of Acres: 120
 Royalty Rate: 25%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

LEASE 20

Date: November 30, 2015
 Term: Three (3) Years
 Recorded: Volume 2002, Page 960
 Lessor: **Brian Douglas Green**
 Original Lessee: BC Operating Inc.
 Current Lessee: COG Operating LLC
 Lands: Township 25 South, Range 35 East, N.M.P.M
 Section 14: N/2NW/4, NW/4NE/4
 Number of Acres: 120
 Royalty Rate: 18.75%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

LEASE 21

Date: December 10, 2015
 Term: Three (3) Years
 Recorded: Volume 2002, Page 957
 Lessor: **Don M. Bartlett and wife Susan M. Bartlett**
 Original Lessee: BC Operating Inc.
 Current Lessee: COG Operating LLC
 Lands: Township 25 South, Range 35 East, N.M.P.M
 Section 14: N/2NW/4, NW/4NE/4
 Number of Acres: 120
 Royalty Rate: 18.75%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

LEASE 22

Date: December 10, 2015
 Term: Three (3) Years
 Recorded: Volume 2002, Page 953
 Lessor: **Robert C. Bartlett**
 Original Lessee: BC Operating Inc.
 Current Lessee: COG Operating LLC
 Lands: Township 25 South, Range 35 East, N.M.P.M
 Section 14: N/2NW/4, NW/4NE/4
 Number of Acres: 120
 Royalty Rate: 18.75%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

LEASE 23

Date: December 1, 1998
 Term: Ten (10) Years
 Recorded: Volume 2081, Page 572
 Lessor: **United States of America NMNM 101608**
 Original Lessee: Robert E. Landreth
 Current Lessee: COG Operating LLC
 Lands: Township 25 South, Range 35 East, N.M.P.M
 Section 14: S/2 NW/4, SW/4 NE/4, SW/4, W/2 SE/4
 Number of Acres: 360
 Royalty Rate: 12.5%
 WI Owner Names and Interests: COG Operating LLC 100%
 ORRI Owners: Of Record

LEASE 24

Date: December 1, 1998
 Term: Ten (10) Years
 Recorded: UNRECORDED
 Lessor: United States of America NMNM 101609
 Original Lessee: Robert E. Landreth
 Current Lessee: Chevron U.S.A., Inc.
 Lands: Township 25 South, Range 35 East, N.M.P.M
 Insofar and only insofar as said lease covers:
 Section 23: NW/4, W/2 NE/4, SW/4, W/2 SE/4
 Number of Acres: 480
 Royalty Rate: 12.5%
 WI Owner Names and Interests: Chevron U.S.A., Inc. 100%
 ORRI Owners: Of Record

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	120.00	12.5000%
2	360.00	37.5000%
3	480.00	50.0000%
Total	960.00	100.0000%