

RECEIVED: 8/11/20	REVIEWER: DM	TYPE: CTB	APP NO: pDM2022660608
-------------------	--------------	-----------	-----------------------

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: COG Operating, LLC **OGRID Number:** 229137
Well Name: Daisy 24 State Com 501H (and 5 other wells) **API:** 30-015-45745
Pool: Hay Hollow: Bone Spring, North **Pool Code:** 30216

**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

Jeanette Barron
 Signature

8/11/20
 Date

505-746-6974

Phone Number

jbarron@concho.com
 e-mail Address



August 11, 2020

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

Re: Application for Administrative Approval of Lease Commingle (CTB)

Dear Mr. McClure,

COG Operating LLC respectfully requests approval for lease commingling for the following wells:

Daisy 24 State Com 501H
API# 30-015-45745
Hay Hallow; Bone Springs, North
Ut. D, Sec. 24-T25S-R27E
Eddy County, NM

Daisy 24 State Com 502H
API# 30-015-45746
Hay Hallow; Bone Springs, North
Ut. D, Sec. 24-T25S-R27E
Eddy County, NM

Daisy 24 State Com 503H
API# 30-015-45747
Hay Hallow; Bone Springs, North
Ut. C, Sec. 24-T25S-R27E
Eddy County, NM

Daisy 24 State Com 504H
API# 30-015-45748
Hay Hallow; Bone Springs, North
Ut.C, Sec. 24-T25S-R27E
Eddy County, NM

Daisy 24 State Com 505H
API# 30-015-46597
Hay Hallow; Bone Springs, North
Ut. A, Sec. 24-T25S-R27E
Eddy County, NM

Daisy 24 State Com 506H
API# 30-015-46598
Hay Hallow; Bone Springs, North
Ut.A, Sec. 24-T25S-R27E
Eddy County, NM

Oil Production:

The oil production from all wells will be measured separately by allocation meter prior to being commingled at the Central Tank Battery located in Ut. D, Sec. 24-T25S-R27E. In addition, the oil production from these wells may also 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. In this case the oil will remain segregated and will be measured by lact meter when offloading at said stations.

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 575.746.2096

**Gas Production:**

The gas production from all wells will be measured separately by allocation meter prior to being commingled and entering a gas flow line to the gas custody transfer meter at the Central Tank Battery located in Ut. D, Sec. 24-T25S-R27E. The ETC gas sales meter # 57589-01.

All owners of interest have been notified by certified mail that should they have an objection to this surface commingling, they must file a formal protest with the NMOCD within 20 days of the date of this application. Proof of owner notification and copy of Public Notice is enclosed.

Please see the enclosed Administrative Application Checklist, C-107B Application for Surface Commingling, plats for referenced wells, site facility diagram, maps with lease boundaries showing wells and facility locations, communization agreement application and prior six month's production.

Thank you for your attention to this matter.

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 575.746.2096

District I

1625 N. French Drive, Hobbs, NM 88240

District II

811 S. First St., Artesia, NM 88210

District III

1000 Rio Brazos Road, Aztec, NM 87410

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

State of New Mexico

Energy, Minerals and Natural Resources Department

Form C-107-B

Revised August 1, 2011

OIL CONSERVATION DIVISION1220 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 LLCOPERATOR ADDRESS: 2208 W Main Street, Artesia, New Mexico 88210

APPLICATION TYPE:

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

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

☐ Yes ☐ No**(A) POOL COMMINGLING**

Please attach sheets with the following information

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

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

Please attach sheets with the following information

(1) Pool Name and Code. 30216 Hay Hollow; Bone Spring, North(2) Is all production from same source of supply? ☒ Yes ☐ No(3) Has all interest owners been notified by certified mail of the proposed commingling? ☒ Yes ☐ No(4) Measurement type: ☒ Metering ☐ Other (Specify)**(C) POOL and LEASE COMMINGLING**

Please attach sheets with the following information

(1) Complete Sections A and E.

(D) OFF-LEASE STORAGE and MEASUREMENT

Please attached sheets with the following information

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

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

(E) ADDITIONAL INFORMATION (for all application types)

Please attach sheets with the following information

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

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

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

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

SIGNATURE: Jeanette BarronTITLE: Regulatory Technician IIDATE: 8/11/20TYPE OR PRINT NAME Jeanette Barron TELEPHONE NO.: 575.748.6974E-MAIL ADDRESS: jbarron@concho.com

DISTRICT I
1625 N. FRENCH DR., HOBBS, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-9720

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

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

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

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-015-45745		Pool Code 30216	Pool Name Hay Hollow; Bone Spring, North
Property Code 325001	Property Name DAISY 24 STATE COM		Well Number 501H
OGRID No. 229137	Operator Name COG OPERATING, LLC		Elevation 3051.0'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	24	25-S	27-E		275	NORTH	385	WEST	EDDY

Bottom Hole Location If Different From Surface

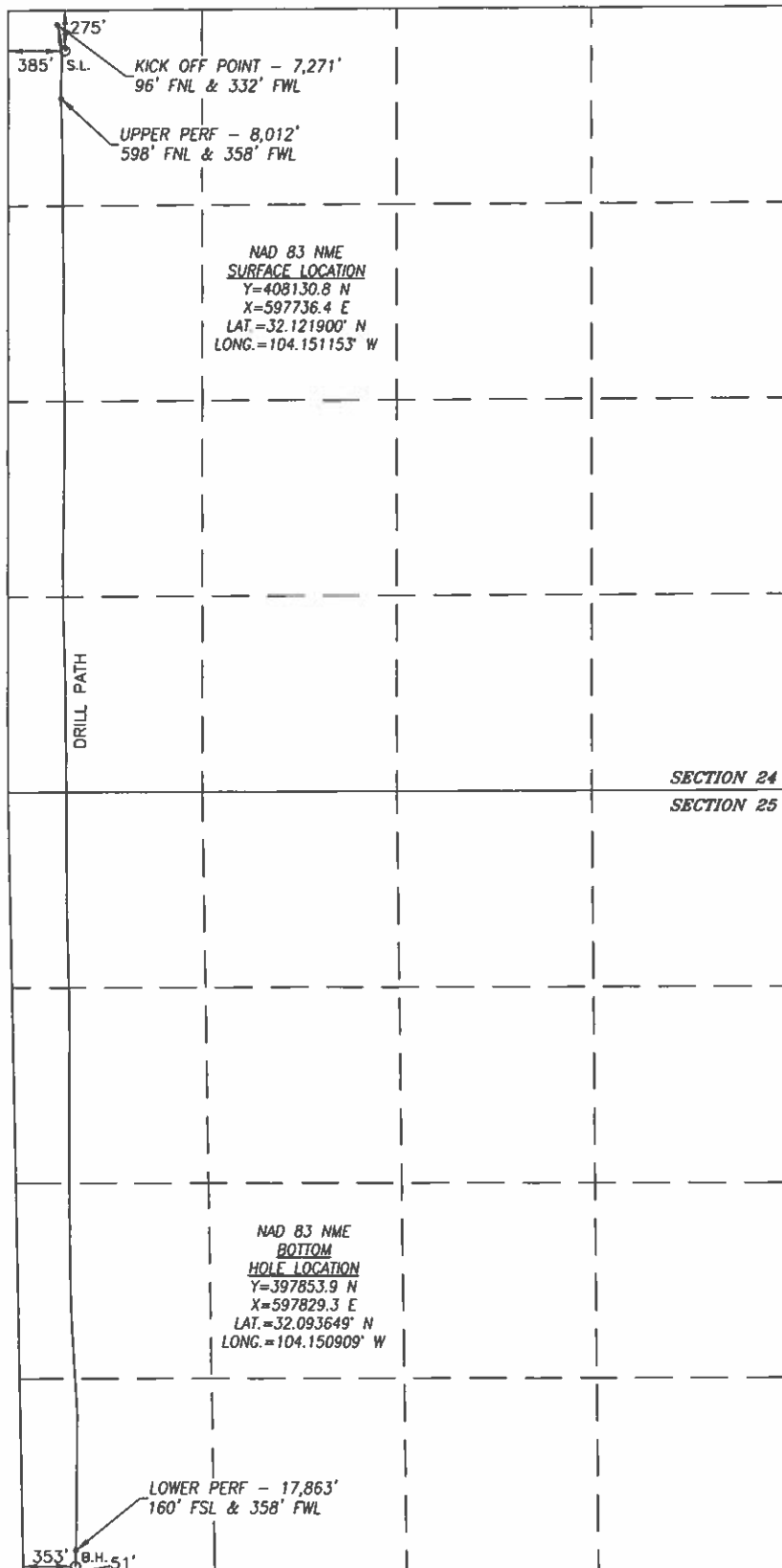
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	25	25-S	27-E		51	SOUTH	353	WEST	EDDY

Dedicated Acres 640	Joint or Infill	Consolidation Code	Order No.
------------------------	-----------------	--------------------	-----------

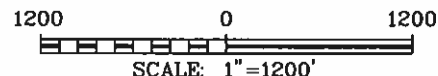
NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

SEE PAGE 2

Property Code 325001	Property Name DAISY 24 STATE COM	Well Number 501H
OGRID No. 229137	Operator Name COG OPERATING, LLC	Elevation 3051.0'



BOREPATH SHOWN HEREON IS BASED ON DIRECTIONAL SURVEY REPORT PROVIDED BY COG OPERATING, LLC FOR THE DAISY 24 STATE COM #501H SUPPLIED TO HARCROW SURVEYING, LLC ON OCTOBER 10, 2019



OPERATOR CERTIFICATION

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

Jeanette Barron 8/11/20
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.

DEC. 4, 2018/JUNE 17, 2019

Date of Survey/Date of Geographic Survey

Signature & Seal of Professional Surveyor



10/21/19

Certificate No. CHAD HARCROW 17777

PAGE 2 OF 2

W.O. #19-1941

DRAWN BY: WN

DISTRICT I
1625 N. FRENCH DR., HORES, NM 88240
Phone: (575) 393-6181 Fax: (575) 393-0720

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

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

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

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-015-45746		Pool Code 30216	Pool Name Hay Hollow; Bone Spring, North
Property Code 325001	Property Name DAISY 24 STATE COM		Well Number 502H
OGRID No. 229137	Operator Name COG OPERATING, LLC		Elevation 3051.0'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	24	25-S	27-E		275	NORTH	415	WEST	EDDY

Bottom Hole Location If Different From Surface

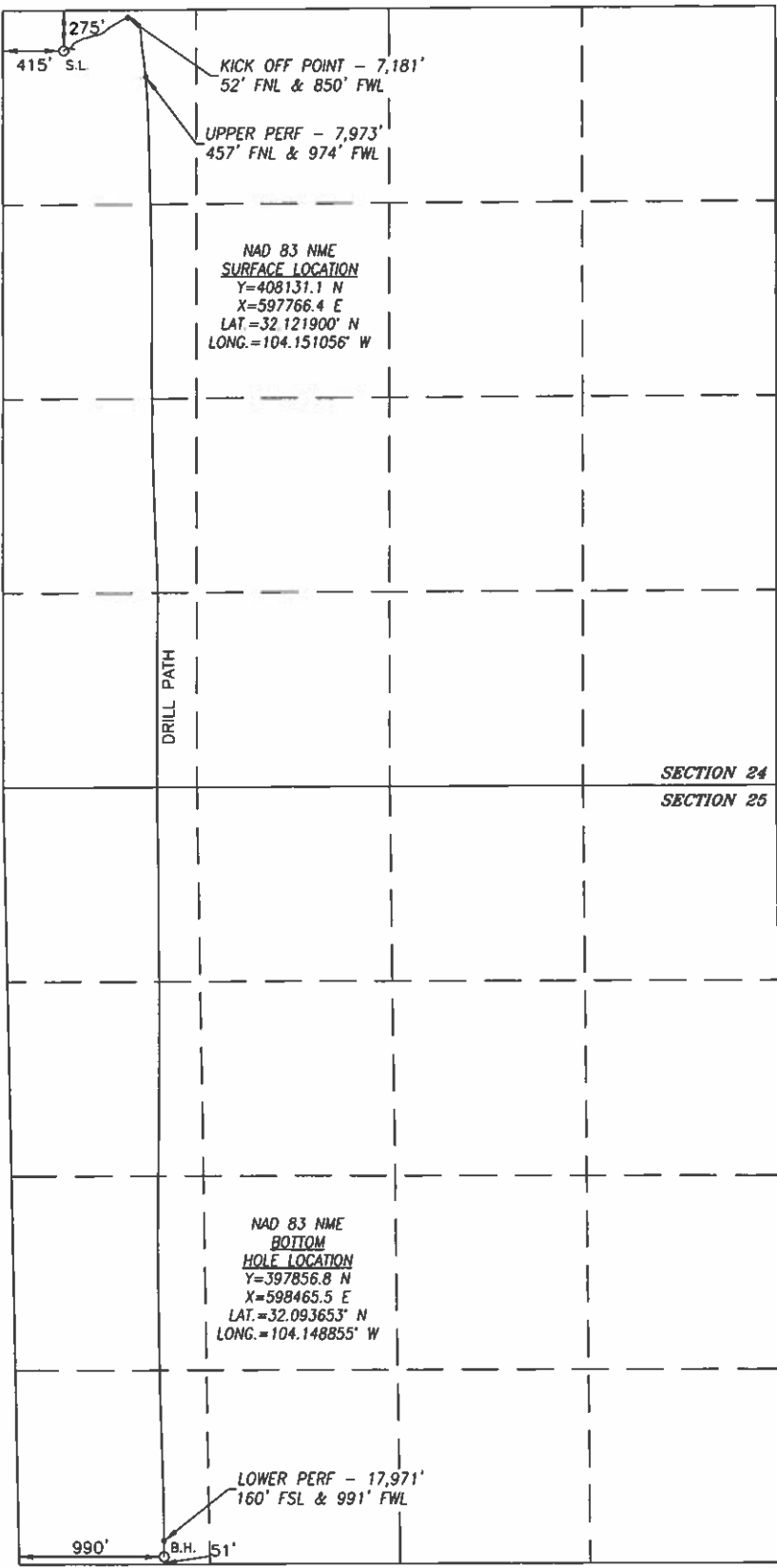
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	25	25-S	27-E		51	SOUTH	990	WEST	EDDY

Dedicated Acres 640	Joint or Infill	Consolidation Code	Order No.
------------------------	-----------------	--------------------	-----------

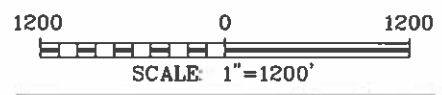
NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

SEE PAGE 2

Property Code 325001	Property Name DAISY 24 STATE COM	Well Number 502H
OGRID No. 229137	Operator Name COG OPERATING, LLC	Elevation 3051.0'



BOREPATH SHOWN HEREON IS BASED ON DIRECTIONAL SURVEY REPORT PROVIDED BY COG OPERATING, LLC FOR THE DAISY 24 STATE COM #502H SUPPLIED TO HARCROW SURVEYING, LLC ON OCTOBER 10, 2019



OPERATOR CERTIFICATION I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. <i>Jeanette Barron</i> 8/11/20 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. DEC. 5, 2018/JULY 7, 2019 Date of Survey/Date of Geographic Survey Signature & Seal of Professional Surveyor Chad Harcrow 10/21/19 Certificate No. CHAD HARCROW 17777 W.O. #19-1942 DRAWN BY: WN	

DISTRICT I
1020 N. FRENCH DR., HOBBS, NM 88240
Phone: (575) 393-6101 Fax: (575) 393-0720

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

DISTRICT III
1000 RIO BRAZOS RD., AZTEC, NM 87410
Phone: (505) 334-6176 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 30-015-45747		Pool Code 30216	Pool Name Hay Hollow; Bone Spring, North
Property Code 325001	Property Name DAISY 24 STATE COM		Well Number 503H
OGRID No. 229137	Operator Name COG OPERATING, LLC		Elevation 3057.0'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	24	25-S	27-E		275	NORTH	1970	WEST	EDDY

Bottom Hole Location If Different From Surface

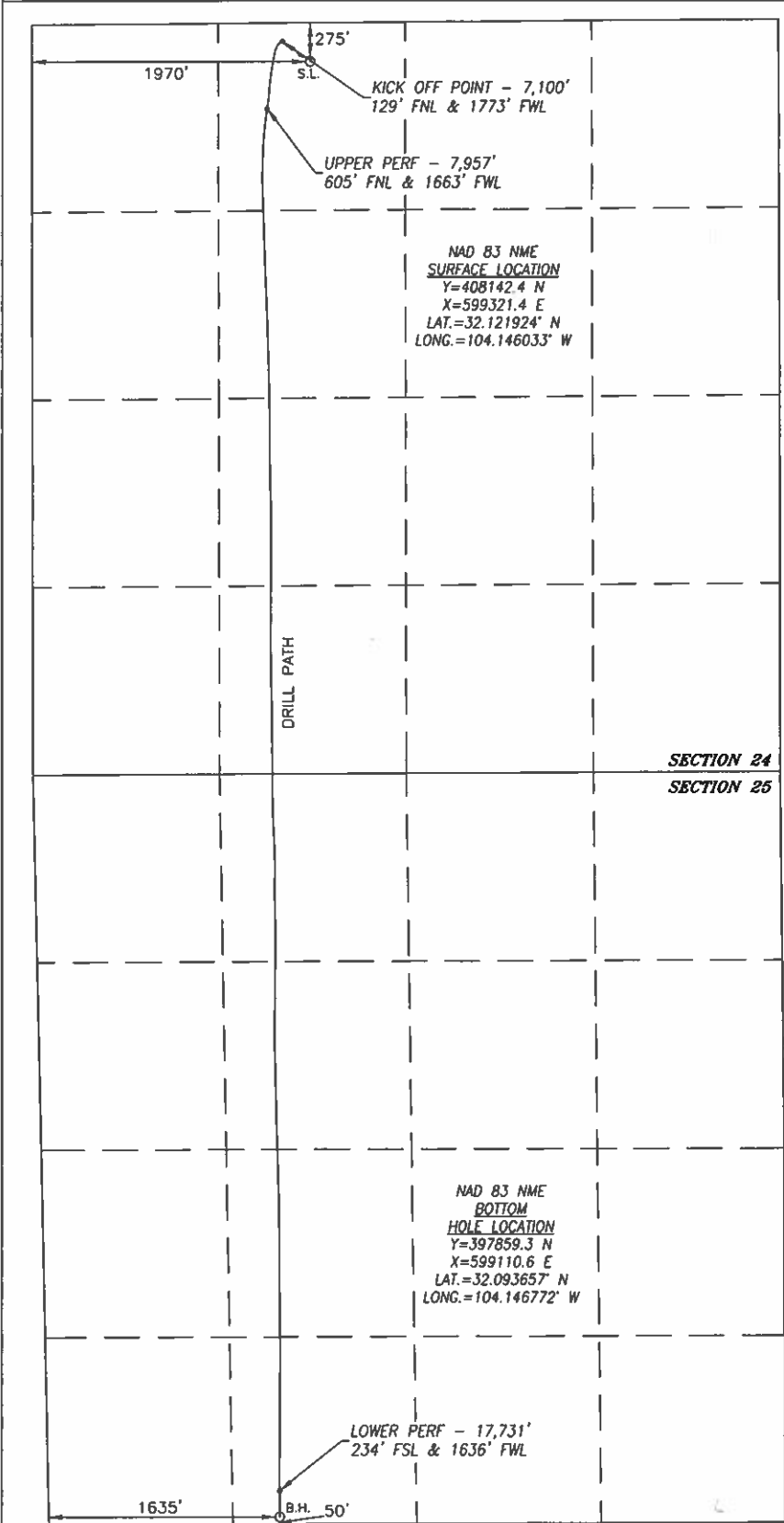
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	25	25-S	27-E		50	SOUTH	1635	WEST	EDDY

Dedicated Acres 640	Joint or Infill	Consolidation Code	Order No.
------------------------	-----------------	--------------------	-----------

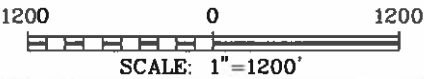
NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

SEE PAGE 2

Property Code 325001	Property Name DAISY 24 STATE COM	Well Number 503H
OGRID No. 229137	Operator Name COG OPERATING, LLC	Elevation 3057.0'



BOREPATH SHOWN HEREON IS BASED ON DIRECTIONAL SURVEY REPORT PROVIDED BY COG OPERATING, LLC FOR THE DAISY 24 STATE COM #503H SUPPLIED TO HARCROW SURVEYING, LLC ON OCTOBER 10, 2019



OPERATOR CERTIFICATION

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

Jeannette Barron 8/11/20
Signature Date

Jeannette 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.

DEC. 5, 2018/MAY 14, 2019
Date of Survey/Date of Geographic Survey

Signature & Seal of Professional Surveyor

Chad L. Harcrow 10/21/19
Certificate No. CHAD HARCROW 17777

DISTRICT I

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

DISTRICT II

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

DISTRICT III

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

DISTRICT IV

1220 S. ST. FRANCIS DR., SANTA FE, NM 87505
Phone: (505) 478-3460 Fax: (505) 478-3482

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 30-015-45748	Pool Code 30216	Pool Name Hay Hollow; Bone Spring, North
Property Code 325001	Property Name DAISY 24 STATE COM	Well Number 504H
OGRID No. 229137	Operator Name COG OPERATING, LLC	Elevation 3057.2'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	24	25-S	27-E		275	NORTH	2000	WEST	EDDY

Bottom Hole Location If Different From Surface

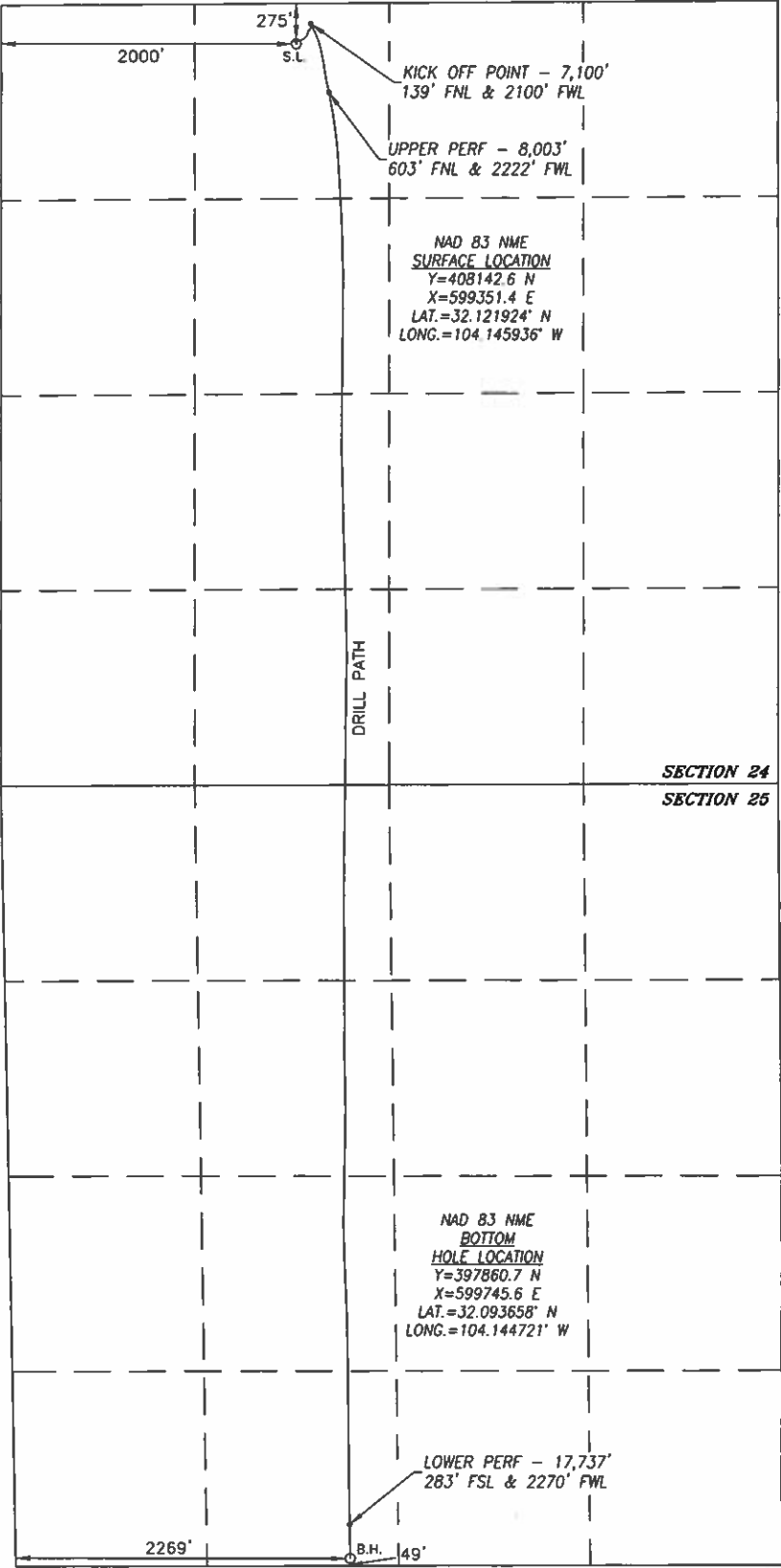
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	25	25-S	27-E		49	SOUTH	2269	WEST	EDDY

Dedicated Acres 640	Joint or Infill	Consolidation Code	Order No.
-------------------------------	-----------------	--------------------	-----------

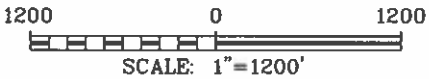
NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

SEE PAGE 2

Property Code 325001	Property Name DAISY 24 STATE COM	Well Number 504H
OGRID No. 229137	Operator Name COG OPERATING, LLC	Elevation 3057.2'



BOREPATH SHOWN HEREON IS BASED ON DIRECTIONAL SURVEY REPORT PROVIDED BY COG OPERATING, LLC FOR THE DAISY 24 STATE COM #504H SUPPLIED TO HARCROW SURVEYING, LLC ON OCTOBER 10, 2019



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 8/11/20
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.

DEC. 5, 2018/MAY 29, 2019
Date of Survey/Date of Geographic Survey

Signature & Seal of Professional Surveyor



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 30-015-46597		2 Pool Code 30216		3 Pool Name HAY HOLLOW; BONE SPRING, NORTH	
4 Property Code 325001		5 Property Name DAISY 24 STATE COM			6 Well Number 505H
7 OGRID No. 229137		8 Operator Name COG OPERATING LLC			9 Elevation 3089'

" Surface Location

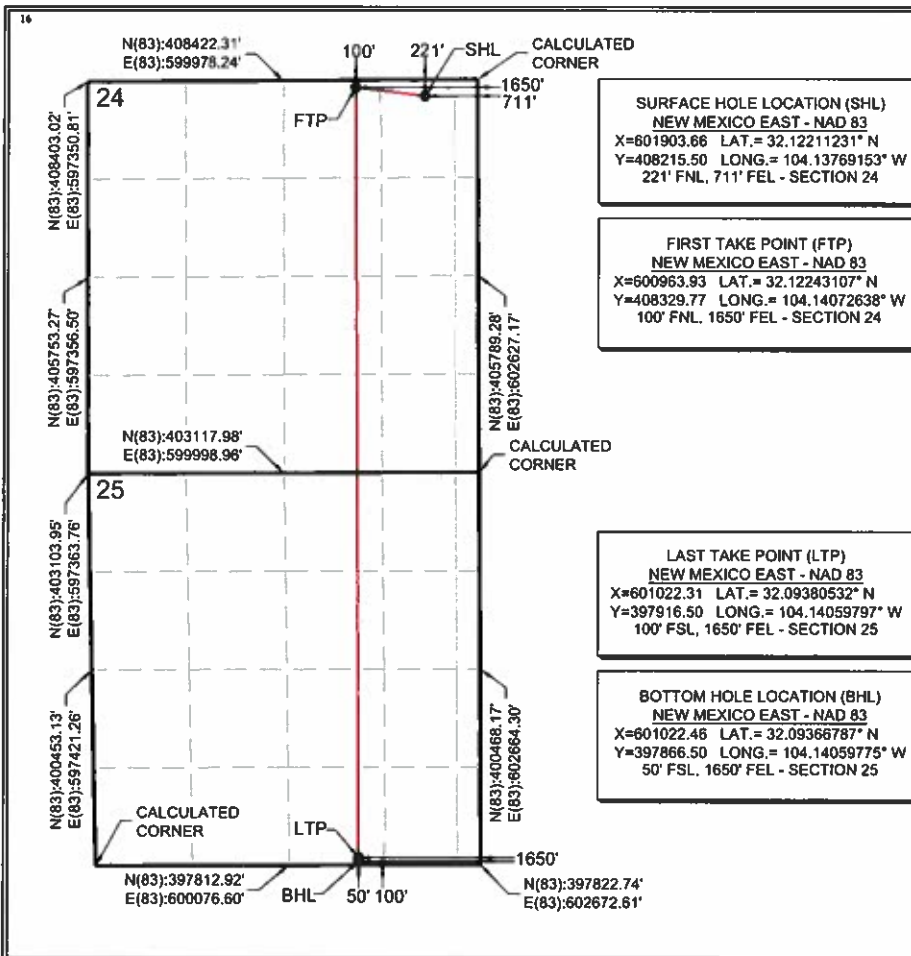
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	24	25-S	27-E		221'	NORTH	711'	EAST	EDDY

" 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	25	25-S	27-E		50'	SOUTH	1650'	EAST	EDDY

12 Dedicated Acres 320	13 Joint or Infill	14 Consolidation Code	15 Order No.
----------------------------------	---------------------------	------------------------------	---------------------

No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



17 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.

Jeanette Barron
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.

Date of Survey
Signature and Seal of Professional Surveyor
Garrett J Smelker
25036
12/16/19
Certificate Number

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 30-015-46598		2 Pool Code 30216		3 Pool Name HAY HOLLOW; BONE SPRING, NORTH	
4 Property Code 325001		5 Property Name DAISY 24 STATE COM			6 Well Number 506H
7 OGRID No. 229137		8 Operator Name COG OPERATING LLC			9 Elevation 3088'

" 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	25-S	27-E		221'	NORTH	681'	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
P	25	25-S	27-E		50'	SOUTH	330'	EAST	EDDY

12 Dedicated Acres	13 Joint or Infill	14 Consolidation Code	15 Order No.
320			

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.

16

N(83):408422.31'
E(83):599978.24'

24

N(83):408403.02'
E(83):597350.81'

N(83):405753.27'
E(83):597356.50'

N(83):403117.98'
E(83):599998.96'

25

N(83):403103.95'
E(83):597363.76'

N(83):400453.13'
E(83):597421.26'

N(83):397812.92'
E(83):600076.60'

SHL 221'100' FTP CALCULATED CORNER 330' 681'

SURFACE HOLE LOCATION (SHL)
NEW MEXICO EAST - NAD 83
X=601933.89 LAT.= 32.12211279° N
Y=408215.73 LONG.= 104.13759453° W
221' FNL, 681' FEL - SECTION 24

FIRST TAKE POINT (FTP)
NEW MEXICO EAST - NAD 83
X=602283.90 LAT.= 32.12245199° N
Y=408339.76 LONG.= 104.13646255° W
100' FNL, 330' FEL - SECTION 24

LAST TAKE POINT (LTP)
NEW MEXICO EAST - NAD 83
X=602342.30 LAT.= 32.09367503° N
Y=397921.49 LONG.= 104.13633542° W
100' FSL, 330' FEL - SECTION 25

BOTTOM HOLE LOCATION (BHL)
NEW MEXICO EAST - NAD 83
X=602342.45 LAT.= 32.09367503° N
Y=397871.49 LONG.= 104.13633521° W
50' FSL, 330' FEL - SECTION 25

50'100' BHL 330'

N(83):400468.17'
E(83):602664.30'

N(83):405789.28'
E(83):602627.17'

N(83):397822.74'
E(83):602672.61'

CALCULATED CORNER

LTP

17 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.

Jeanette Barron 8/11/20
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.

Date of Survey

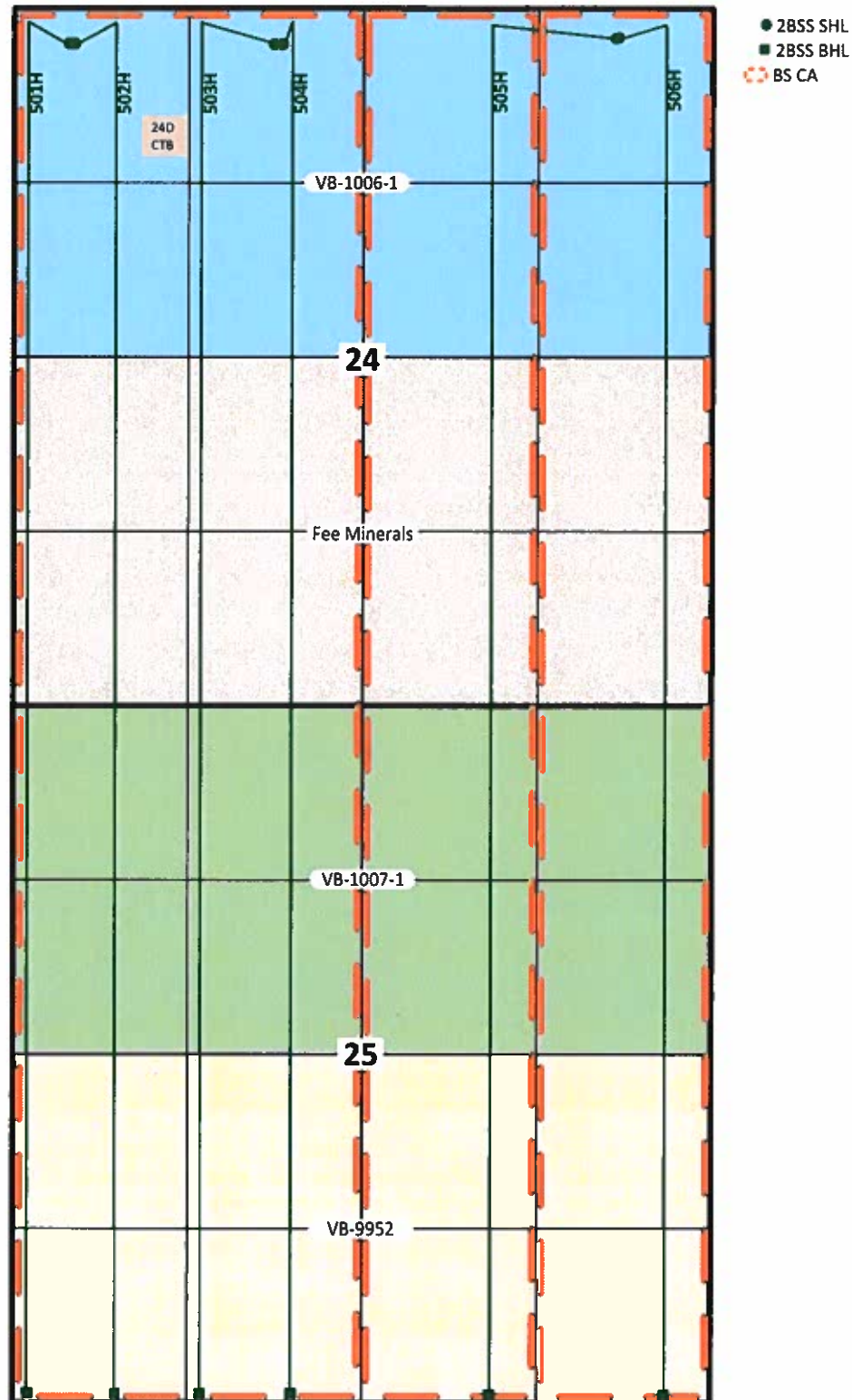
Signature and Seal of Professional Surveyor

GARRETT J. SMELKER
NEW MEXICO
25036
12/16/19
PROFESSIONAL SURVEYOR

Certificate Number



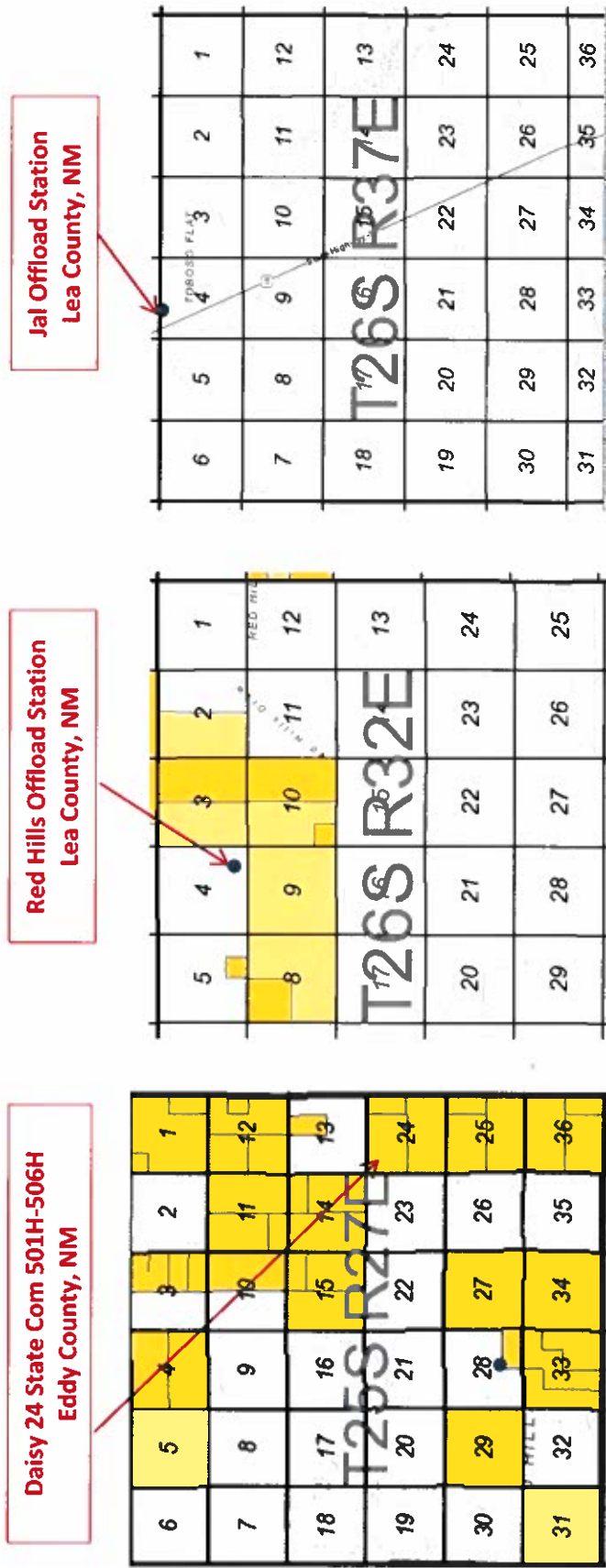
Daisy State Com Wells



Sec. 24, 25-T25S-R27E
Eddy County, NM



Daisy 24 State Com 501H-506H & Red Hills and Jal Offload Station Map



DAISY ST COM 501H-506H									
Date Sent	Initials	Name	Address	City	State	ZipCode	Certified Return Receipt No.	Delivered	
08.11.20	JB	CHEVRON USA INC	6301 Deauville Blvd	Midland	TX	79706	7017 3040 0000 1205 3238		
08.11.20	JB	VERITAS PERMIAN RESOURCES LLC	6500 WHITE SETTLEMENT RD	WESTWORTH VILLAGE	TX	76114	7017 3040 0000 1205 3245		
08.11.20	JB	COMMISSIONER OF PUBLIC LANDS	PO BOX 1148	SANTA FE	NM	87504	7017 3040 0000 1205 3252		
08.11.20	JB	DEVON ENERGY PRODUCTION CO LP	333 W Sheridan Ave	Oklahoma City	OK	7310-5010	7017 3040 0000 1205 3214		
08.11.20	JB	NESTEGG ENERGY CORP	2308 SIERRA VISTA RD	ARTESIA	NM	88210-9409	7017 3040 0000 1205 3023		
08.11.20	JB	TIER 1 MERCED HOLDINGS LLC	601 CARLSON PKWY STE 200	MINNETOKA	MIN	55305	7017 3040 0000 1205 3269		

Production Summary Report						
API: 30-015-45745						
DAISY 24 STATE COM #501H						
Printed On: Tuesday, August 04 2020						
		Production				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBL)	Days P/I
2019	[30216] HAY HOLLOW;BONE SPRING, NORTH	Dec	45364	98052	86985	31
2020	[30216] HAY HOLLOW;BONE SPRING, NORTH	Jan	35360	127539	71196	31
2020	[30216] HAY HOLLOW;BONE SPRING, NORTH	Feb	25093	126280	56526	29
2020	[30216] HAY HOLLOW;BONE SPRING, NORTH	Mar	19723	100222	46381	29
2020	[30216] HAY HOLLOW;BONE SPRING, NORTH	Apr	17826	128536	47585	30
2020	[30216] HAY HOLLOW;BONE SPRING, NORTH	May	15161	124620	43077	31

Production Summary Report						
API: 30-015-45746						
DAISY 24 STATE COM #502H						
Printed On: Tuesday, August 04 2020						
		Production				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBL)	Days P/I
2019	[30216] HAY HOLLOW;BONE SPRING, NORTH	Dec	28941	69783	96567	31
2020	[30216] HAY HOLLOW;BONE SPRING, NORTH	Jan	28282	104566	85382	31
2020	[30216] HAY HOLLOW;BONE SPRING, NORTH	Feb	22396	104459	63193	29
2020	[30216] HAY HOLLOW;BONE SPRING, NORTH	Mar	17137	93467	53256	29
2020	[30216] HAY HOLLOW;BONE SPRING, NORTH	Apr	15843	120812	56157	30
2020	[30216] HAY HOLLOW;BONE SPRING, NORTH	May	13599	116399	52444	31

Production Summary Report						
API: 30-015-45747						
DAISY 24 STATE COM #503H						
Printed On: Tuesday, August 04 2020						
		Production				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBL)	Days P/I
2019	[30216] HAY HOLLOW;BONE SPRING, NORTH	Dec	41403	98236	82928	31
2020	[30216] HAY HOLLOW;BONE SPRING, NORTH	Jan	31420	115599	64301	31
2020	[30216] HAY HOLLOW;BONE SPRING, NORTH	Feb	22671	121156	54529	29
2020	[30216] HAY HOLLOW;BONE SPRING, NORTH	Mar	17073	95349	45607	29
2020	[30216] HAY HOLLOW;BONE SPRING, NORTH	Apr	14538	121702	46623	30
2020	[30216] HAY HOLLOW;BONE SPRING, NORTH	May	11813	116741	42011	31

Production Summary Report						
API: 30-015-45748						
DAISY 24 STATE COM #504H						
Printed On: Tuesday, August 04 2020						
		Production				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBL)	Days P/I
2019	[30216] HAY HOLLOW;BONE SPRING, NORTH	Dec	33156	71444	85639	31
2020	[30216] HAY HOLLOW;BONE SPRING, NORTH	Jan	32424	99976	73758	31
2020	[30216] HAY HOLLOW;BONE SPRING, NORTH	Feb	22920	103418	61660	29
2020	[30216] HAY HOLLOW;BONE SPRING, NORTH	Mar	18838	88019	46262	29
2020	[30216] HAY HOLLOW;BONE SPRING, NORTH	Apr	17195	112398	48896	30
2020	[30216] HAY HOLLOW;BONE SPRING, NORTH	May	15035	106885	45517	31

Production Summary Report						
API: 30-015-46597						
DAISY 24 STATE COM #505H NO PRODUCTION CURRENTLY						
Printed On: Tuesday, August 04 2020						
		Production				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBL)	Days P/I

Production Summary Report						
API: 30-015-46598						
DAISY 24 STATE COM #506H NO PRODUCTION CURRENTLY						
Printed On: Tuesday, August 04 2020						
		Production				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBL)	Days P/I

**ARTESIA DAILY PRESS****LEGAL NOTICES**

COG Operating LLC (COG), 2208 West Main, Artesia, New Mexico, 88210, has filed an application seeking administrative approval for a Central Tank Battery for oil and gas. Also, Off-lease Measurement of oil with the New Mexico Oil Conservation Division for the Daisy State Com 501H, 502H, 503H, 504H, 505H & 506H. All wells are located in Section 24, Township 25 South, Range 27 East, Eddy County, New Mexico. COG is seeking approval to commingle the oil production of these wells at the Daisy 24D CTB, located in UL D, Section 24-T25S-R27E, Eddy County, and in the event the CTB is over capacity or in the case of battery or pipeline repairs, approval for off-lease measurement of the oil at the Red Hills Off-load Station in Unit O, Section 4-T26S-R32E or Jal Off-load Station in Unit D, Section 4-T26S-R37E, Lea County, NM. The gas production will be commingled at a gas sales meter also located in UL D, Section 24-T25S-R27E. Any interested party who has an objection to this must give notice in writing to the Oil Conservation Division, 1220 South Saint Francis Street, Santa Fe, New Mexico, 87505, within ten (10) days of this notice. Any interested party with questions or comments may contact Lizzy Laufer (432) 221-0470 llaufer@concho.com at COG Operating LLC, 600 West Illinois, Midland, Texas 79701.

Published in the Artesia Daily Press, Artesia, NM August 13, 2020.

ONLINE Version
COMMUNITIZATION AGREEMENT

Contract No. _____

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

WITNESSETH:

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

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

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

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

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

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

Subdivisions W/2 E/2 of Sections 24 & 25,
Sect , T 25S, R 27E, NMPM Eddy County NM
containing 320.00 acres, more or less, and this agreement shall include only the
Bone Spring Formation
underlying said lands and the oil and gas (hereinafter
referred to as "communitized substances") producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is February 1 2020 Month Day, Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner 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 produced or can be produced from the communitized area in paying quantities; provided, that 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; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
- 13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. Nondiscrimination: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

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

Operator	<u>COG Operating LLC</u>	Lessees of Record	<u>See attached</u>
By	<u>See attached</u>		
	<small>Print name of person</small>		
	<u></u>		
	<small>Type of authority</small>		
	<u></u>		

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

OPERATOR & LESSEE OF RECORD (Tracts 1, 2, and 3)

COG OPERATING LLC

By: 
Sean Johnson
Attorney-in-Fact

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

This instrument was acknowledged before me on March 4th, 2020, 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



LESSEE OF RECORD (Tracts 1, 2, and 3)

CONCHO OIL & GAS LLC

By: 
Sean Johnson
Attorney-in-Fact

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

This instrument was acknowledged before me on March 9th, 2020, by Sean Johnson, Attorney-in-Fact of Concho Oil & Gas LLC, a Texas limited liability company, on behalf of same.


Notary Public in and for the State of Texas



DEVON ENERGY PRODUCTION COMPANY, LP

By: Catherine Lebsack ⁵⁸
Name: Catherine Lebsack ¹⁰
Title: Vice President

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on February 13, 2020, by
Catherine Lebsack, Vice President of **DEVON ENERGY**
PRODUCTION COMPANY, LP, an Oklahoma limited partnership on behalf of same.



Lisa Othon
Notary Public in and for the State of ~~Texas~~ OKLAHOMA

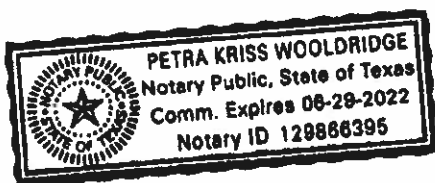
LESSEE OF RECORD (Tract 4)

CHEVRON U.S.A. INC.

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

STATE OF TEXAS)
)
COUNTY OF Midland)

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

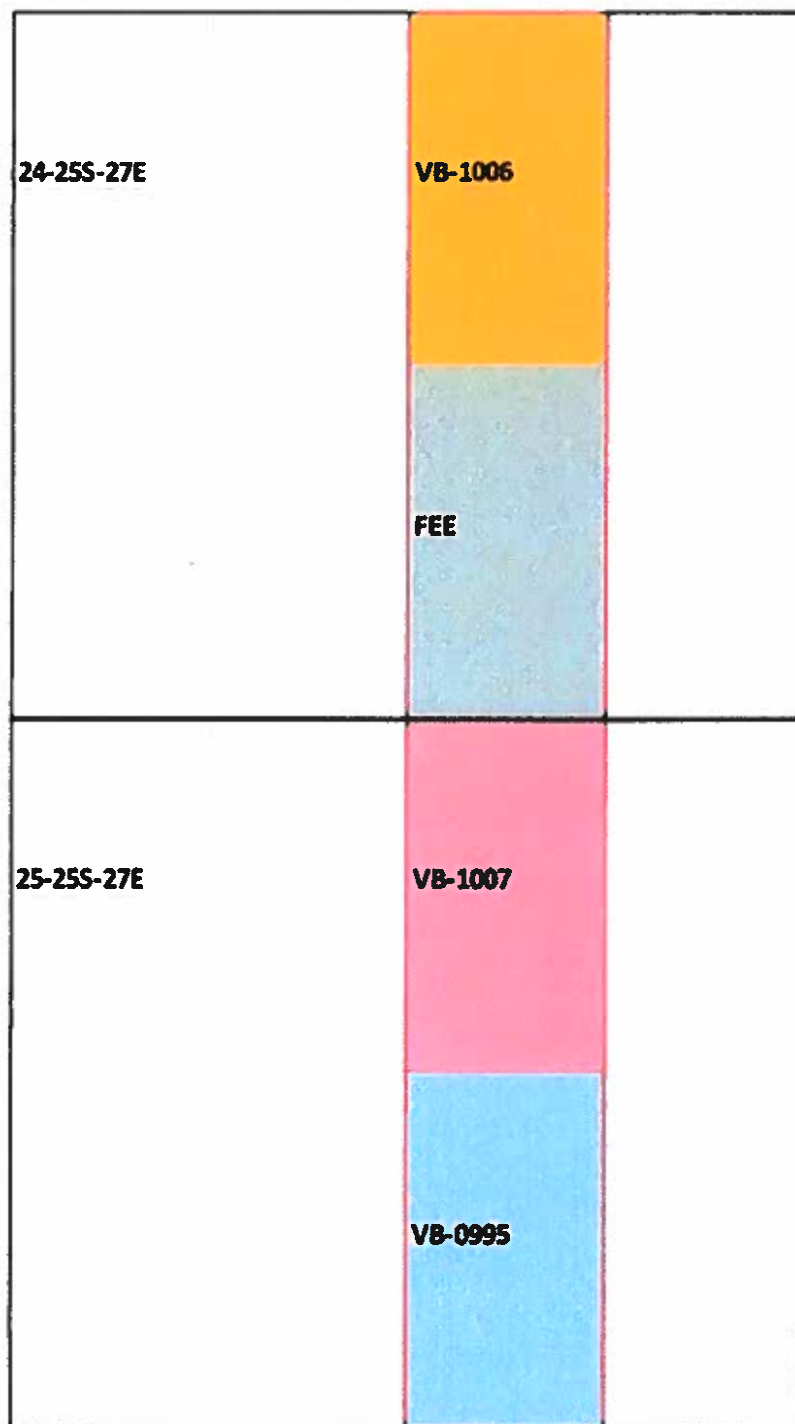


Petra Wooldridge
Notary Public in and for the State of Texas

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated February 1, 2020, by and between COG Operating LLC and Devon Energy Production Company, et al.

W/2 E/2 of Section 24 and Section 25, T25S-R27E,
Eddy County, New Mexico
Limited to the Bone Spring formation



W2E2 Daisy 24 St Com Unit

EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated February 1, 2020, by and between COG Operating LLC and Devon Energy Production Company, et al.

W/2 E/2 of Section 24 and Section 25, T25S-R27E,
Eddy County, New Mexico
Limited to the Bone Spring formation

Operator of Communitized Area: COG Operating LLC

TRACT 1

1. Date: September 1, 2006
 Lessor: State of New Mexico
 Current Lessee: COG Operating LLC / Concho Oil & Gas LLC
 Lease No.: VB-1006-0001
 Recorded: Unrecorded
 Description: Insofar and only insofar as said lease covers:
 Township 25 South, Range 27 East, N.M.P.M.
 Section 24: W/2 NE/4
 Eddy County, New Mexico
 Royalty: 3/16th
 No. of Acres: 80.00

TRACT 2

2. Date: September 1, 2006
 Lessor: Devon Energy Production Company LP
 Current Lessee: COG Operating LLC, Concho Oil & Gas LLC, Devon Energy Production
 Company LP
 Lease Number: N/A
 Recorded: Unrecorded
 Description: Insofar and only insofar as said lease covers:
 Township 25 South, Range 27 East, N.M.P.M.
 Section 24: W/2 SE/4
 Eddy County, New Mexico
 Royalty: 3/16th
 No. of Acres: 80.00

Lease referenced herein from Devon Energy Production Company LP to Marbob Energy Corporation, et al is subject to the Exhibit B for lease found on JOA dated September 1, 2006 covering Section 24: All, Section 25: N2, T25S-R27E.

TRACT 3

3. Date: August 31, 2006
 Lessor: State of New Mexico
 Current Lessee: COG Operating LLC / Concho Oil & Gas LLC
 Lease Number: VB-1007-0001
 Recorded: Unrecorded
 Description: Insofar and only insofar as said lease covers:
 Township 25 South, Range 27 East, N.M.P.M.
 Section 25: W/2 NE/4
 Eddy County, New Mexico

 Royalty: 3/16th
 No. of Acres: 160.00

TRACT 4

4. Date: September 1, 2006
 Lessor: State of New Mexico
 Current Lessee: Chevron U.S.A., Inc.
 Lease Number: VB-0995-0001
 Recorded: Unrecorded
 Description: Insofar and only insofar as said lease covers:
 Township 25 South, Range 27 East, N.M.P.M.
 Section 25: W/2 SE/4
 Eddy County, New Mexico

 Royalty: 3/16th
 No. of Acres: 160.00

RECAPULATION

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	80.00	25.00%
2	80.00	25.00%
3	80.00	25.00%
4	80.00	25.00%
TOTAL	320.00	100.00%

ONLINE Version
COMMUNITIZATION AGREEMENT

Contract No. _____

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

WITNESSETH:

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

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

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

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

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

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

Subdivisions E/2 E/2 of Sections 24 & 25,
Sect -----, T 25S, R 27E, NMPM Eddy County NM
containing 320.00 acres, more or less, and this agreement shall include only the
Bone Spring Formation
underlying said lands and the oil and gas (hereinafter
referred to as "communitized substances") producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is February 1 2020 Month Day, Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner 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 produced or can be produced from the communitized area in paying quantities; provided, that 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; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. **Nondiscrimination:** In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

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

Operator	<u>COG Operating LLC</u>	Lessees of Record	<u>See attached</u>
By	<u>See attached</u>		
	<small>Print name of person</small>		
Type of authority			

Attach additional page(s) if needed.

[Acknowledgments are on following page.]


OPERATOR & LESSEE OF RECORD (Tracts 1, 2, and 3)

COG OPERATING LLC

By: 
Sean Johnson
Attorney-in-Fact

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

This instrument was acknowledged before me on March 9th, 2020, 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



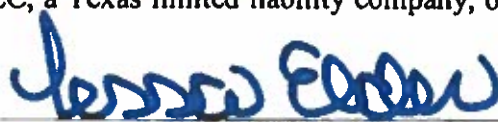
LESSEE OF RECORD (Tracts 1, 2, and 3)

CONCHO OIL & GAS LLC

By: 
Sean Johnson
Attorney-in-Fact *AR*

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

This instrument was acknowledged before me on March 4th, 2020, by Sean Johnson, Attorney-in-Fact of Concho Oil & Gas LLC, a Texas limited liability company, on behalf of same.


Notary Public in and for the State of Texas



DEVON ENERGY PRODUCTION COMPANY, LP

By: Catherine Lebsack
Name: Catherine Lebsack
Title: Vice President

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on FEBRUARY 13, 2020, by
Catherine Lebsack, Vice President of **DEVON ENERGY**
PRODUCTION COMPANY, LP, an Oklahoma limited partnership on behalf of same.



Lisa Othon
Notary Public in and for the State of ~~Texas~~ OKLAHOMA

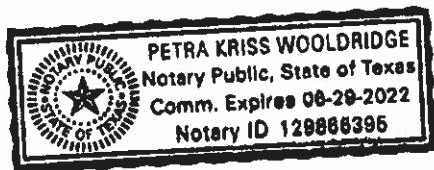
LESSEE OF RECORD (Tract 4)

CHEVRON U.S.A. INC.

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

STATE OF TEXAS)
)
COUNTY OF Midland)

This instrument was acknowledged before me on February 10th, 2020, by Jacob Velasco, 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

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated February 1, 2020, by and between COG Operating LLC and Devon Energy Production Company, et al.

E/2 E/2 of Section 24 and Section 25, T25S-R27E,
Eddy County, New Mexico
Limited to the Bone Spring formation

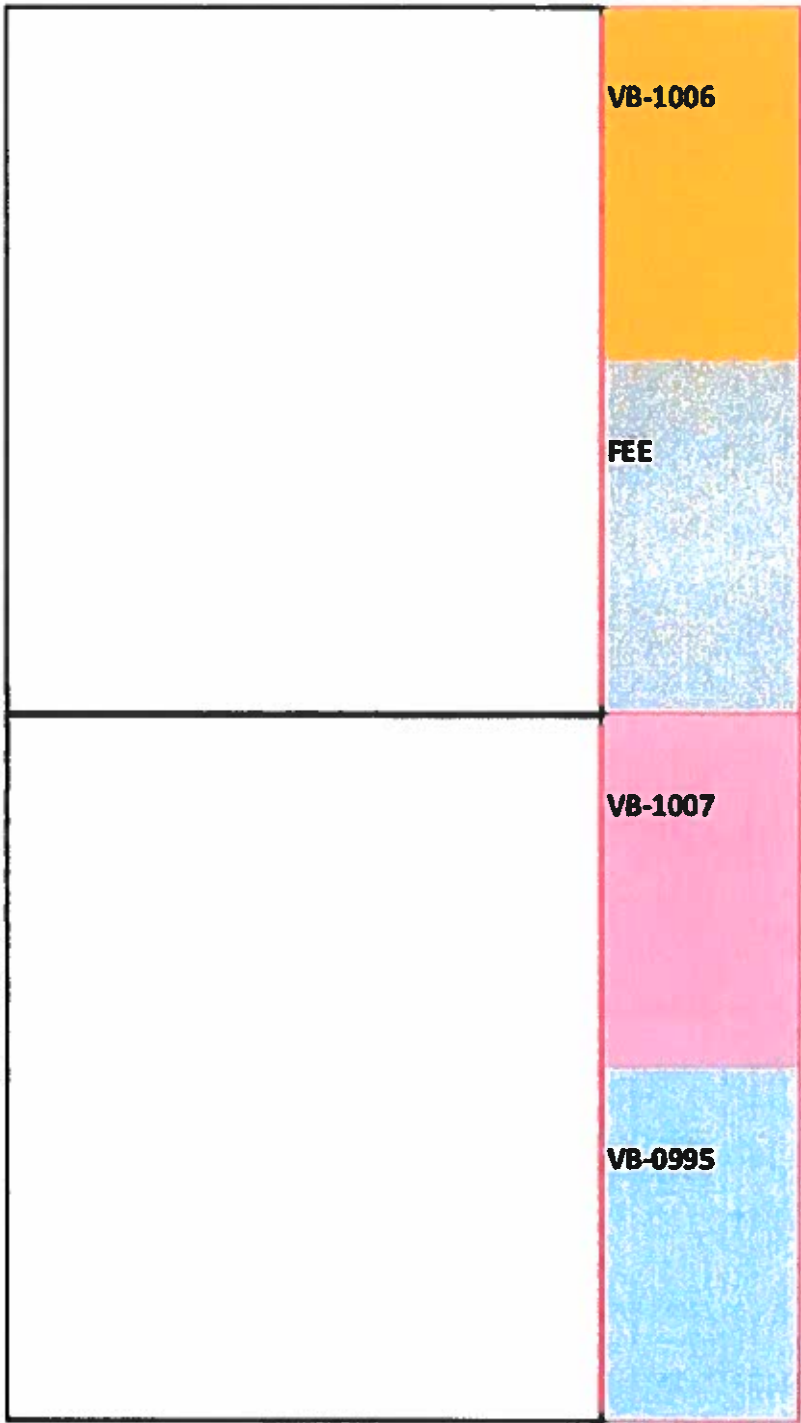


EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated February 1, 2020, by and between COG Operating LLC and Devon Energy Production Company, et al.

E/2 E/2 of Section 24 and Section 25, T25S-R27E,
Eddy County, New Mexico
Limited to the Bone Spring formation

Operator of Communitized Area: COG Operating LLC

TRACT 1

1. Date: September 1, 2006
 Lessor: State of New Mexico
 Current Lessee: COG Operating LLC / Concho Oil & Gas LLC
 Lease No.: VB-1006-0001
 Recorded: Unrecorded
 Description: Insofar and only insofar as said lease covers:
 Township 25 South, Range 27 East, N.M.P.M.
 Section 24: E/2 NE/4
 Eddy County, New Mexico
 Royalty: 3/16th
 No. of Acres: 80.00

TRACT 2

2. Date: September 1, 2006
 Lessor: Devon Energy Production Company LP
 Current Lessee: COG Operating LLC, Concho Oil & Gas LLC, Devon Energy Production
 Company LP
 Lease Number: N/A
 Recorded: Unrecorded
 Description: Insofar and only insofar as said lease covers:
 Township 25 South, Range 27 East, N.M.P.M.
 Section 24: E/2 SE/4
 Eddy County, New Mexico
 Royalty: 3/16th
 No. of Acres: 80.00

Lease referenced herein from Devon Energy Production Company LP to Marbob Energy Corporation, et al is subject to the Exhibit B for lease found on JOA dated September 1, 2006 covering Section 24: All, Section 25: N2, T25S-R27E.

TRACT 3

3. Date: August 31, 2006
 Lessor: State of New Mexico
 Current Lessee: COG Operating LLC / Concho Oil & Gas LLC
 Lease Number: VB-1007-0001
 Recorded: Unrecorded
 Description: Insofar and only insofar as said lease covers:
 Township 25 South, Range 27 East, N.M.P.M.
 Section 25: E/2 NE/4
 Eddy County, New Mexico
 Royalty: 3/16th
 No. of Acres: 160.00

TRACT 4

4. Date: September 1, 2006
 Lessor: State of New Mexico
 Current Lessee: Chevron U.S.A., Inc.
 Lease Number: VB-0995-0001
 Recorded: Unrecorded
 Description: Insofar and only insofar as said lease covers:
 Township 25 South, Range 27 East, N.M.P.M.
 Section 25: E/2 SE/4
 Eddy County, New Mexico
 Royalty: 3/16th
 No. of Acres: 160.00

RECAPULATION

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	80.00	25.00%
2	80.00	25.00%
3	80.00	25.00%
4	80.00	25.00%
TOTAL	320.00	100.00%

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

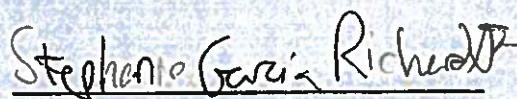
COG Operating LLC
 Daisy 24 State Com #501-504H
 Vertical Extent: Bone Spring
Township: 25 South, Range: 27 East, NMPM
 Section 24 : W2
 Section 25: W2
 Eddy County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated February 1, 2019, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 6th day of September, 2019.


 COMMISSIONER OF PUBLIC LANDS
 of the State of New Mexico



COG OPERATING LLC
 ATTN TESSA ELDER 1CC-8
 600 W ILLINOIS AVE
 MIDLAND, TX 79701-8808

Reception: 1913942 Book: 1129 Page: 0248 Pages: 15
 Recorded: 10/17/2019 11:23 AM Fee: \$25.00 *Robinson*
 Eddy County, New Mexico ~ Robin Van Natta, County Clerk



NM State Land Office
Oil, Gas, & Minerals Division

STATE/STATE OR
STATE/FEE
Revised March 2017

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL MEN BY THESE PRESENTS: Well Name: **Daisy 24 St Com 503H**

STATE OF NEW MEXICO)
SS)

API #: 30 - **15** - **45747**

COUNTY OF **Eddy**)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of **February 1**, 20 **19**, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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 leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the **Bone Spring** formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

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 undersigned as follows:

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

Subdivisions

W/2

Of Sect(s) **24 & 25** Twnshp **25S** Rng **27E** NMPM **Eddy** County, NM

containing **640** acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and/or depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

2019 JUL 11 AM 8:56

4. COG Operating LLC shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by COG Operating LLC.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof, and as long thereafter as communitized substances are produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be

terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.


IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

2019 JUL 15 AM 8:53

Page 49 of 66

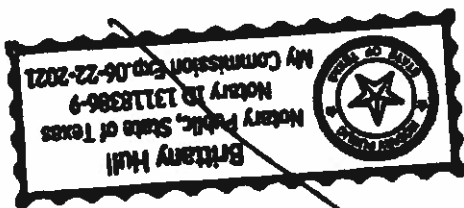
OPERATOR & LESSEE OF RECORD (VB-1006-0001, VB-1007-0001, Fee)


COG OPERATING LLC

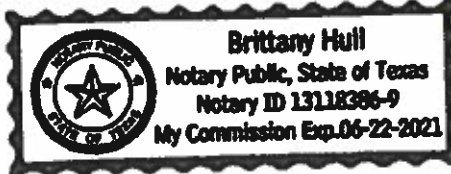
By: 
Sean Johnson
Attorney-in-Fact TJ
JMK

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

This instrument was acknowledged before me on May 13, 2019, by Sean Johnson, Attorney-in-Fact of COG Operating LLC, a Delaware limited liability company, on behalf of same.



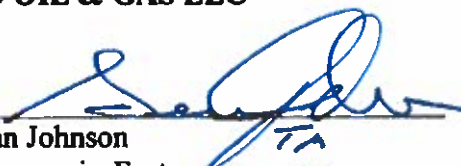

Notary Public in and for the State of Texas



2019 JUL 15 AM 8:53

LESSEE OF RECORD (VB-1006-0001, VB-1007-0001, Fee)

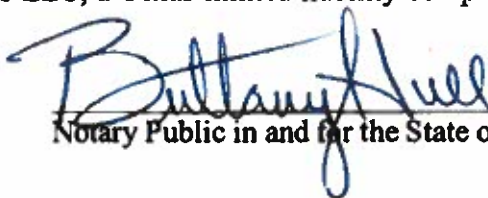
CONCHO OIL & GAS LLC

By: 
Sean Johnson
Attorney-in-Fact

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

This instrument was acknowledged before me on May 13, 2019, by Sean Johnson, Attorney-in-Fact of Concho Oil & Gas LLC, a Texas limited liability company, on behalf of same.




Notary Public in and for the State of Texas

2019 JUL 15 AM 8:53

LESSEE OF RECORD (Fee)

DEVON ENERGY PRODUCTION COMPANY, LP

By: Catherine Lebsack
Name: Catherine Lebsack
Title: Vice President

[Signature]

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on February 6, 2019, by Catherine Lebsack, Vice President of **DEVON ENERGY PRODUCTION COMPANY, LP**, a Oklahoma limited partnership on behalf of same.



Courtney Thomas
Notary Public in and for the State of Texas

2019 JUL 15 AM 8:53

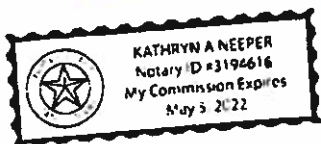
LESSEE OF RECORD (VB-0995)

CHEVRON U.S.A. INC.

By: Nick Brock
Name: Nick Brock
Title: Attorney-in-Fact

STATE OF TEXAS)
COUNTY OF Midland)

This instrument was acknowledged before me on April 26th, 2019, by
Nick Brock, Attorney in Fact of CHEVRON U.S.A.
INC., a Pennsylvania Company on behalf of same.



[Signature]
Notary Public in and for the State of Texas

2019 JUL 15 AM 8:53

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated February 1, 2019, by and between COG Operating LLC and Devon Energy Production Company, LP, and Chevron U.S.A. Inc.

W/2 of Section 24 and W/2 of Section 25, T25S-R27E,
Eddy County, New Mexico
Limited to the Bone Spring formation

Operator of Communitized Area: COG Operating LLC

TRACT 1

1.	Date:	September 1, 2006
	Lessor:	State of New Mexico
	Current Lessee:	COG Operating LLC / Concho Oil & Gas LLC
	Lease No.:	VB-1006-0001
	Recorded:	Unrecorded
	Description:	Insofar and only insofar as said lease covers: <u>Township 25 South, Range 27 East, N.M.P.M.</u> Section 24: NW4 Eddy County, New Mexico
	Royalty:	3/16 th
	No. of Acres:	160.00

TRACT 2

2.	Date:	September 1, 2006
	Lessor:	Devon Energy Production Company LP
	Current Lessee:	COG Operating LLC, Concho Oil & Gas LLC, Devon Energy Production Company LP
	Lease Number:	N/A
	Recorded:	Unrecorded
	Description:	Insofar and only insofar as said lease covers: <u>Township 25 South, Range 27 East, N.M.P.M.</u> Section 24: SW/4 Eddy County, New Mexico
	Royalty:	3/16 th
	No. of Acres:	160.00

Lease referenced herein from Devon Energy Production Company LP to Marbob Energy Corporation, et al is subject to the Exhibit B for lease found on JOA dated September 1, 2006 covering Section 24: All, Section 25: N2, T25S-R27E. This form lease is also found as Exhibit C attached herein.

2019 JUL 15 AM 10:53

TRACT 3

3. Date: August 31, 2006
 Lessor: State of New Mexico
 Current Lessee: COG Operating LLC / Concho Oil & Gas LLC
 Lease Number: VB-1007-0001
 Recorded: Unrecorded
 Description: Insofar and only insofar as said lease covers:
 Township 25 South, Range 27 East, N.M.P.M.
 Section 25: NW4
 Eddy County, New Mexico
 Royalty: 3/16th
 No. of Acres: 160.00

TRACT 4

4. Date: September 1, 2006
 Lessor: State of New Mexico
 Current Lessee: Chevron U.S.A., Inc.
 Lease Number: VB-0995-0001
 Recorded: Unrecorded
 Description: Insofar and only insofar as said lease covers:
 Township 25 South, Range 27 East, N.M.P.M.
 Section 25: SW4
 Eddy County, New Mexico
 Royalty: 3/16th
 No. of Acres: 160.00

RECAPULATION

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	160.00	25.00%
2	160.00	25.00%
3	160.00	25.00%
4	160.00	25.00%
TOTAL	640.00	100.00%

2019 JUL 15 AM 8:53

Exhibit C

Exhibit B

OIL AND GAS LEASE (Development Form)

THIS AGREEMENT, dated
hereinafter called the "lessor", and

between

hereinafter called the "lessee",

WITNESSETH:

2019 JUL 15 AM 8:53

The lessor does hereby grant, demise, lease and let unto the said lessee, exclusively, for the sole and only purpose of exploration, development and production of oil or gas (including carbon dioxide and helium), or both thereon and therefrom with the right to own all oil and gas so produced and saved therefrom and not reserved as royalty by the lessor under the terms of this lease, together with rights-of-way, easements and servitudes for pipelines, telephone lines, tanks, power houses, stations, gasoline plants and fixtures for producing, treating and caring for such products, and housing and boarding employees, and any and all rights and privileges necessary, incident to or convenient for the economical operation of said land, for oil and gas, with right for such purposes to the free use of oil, gas, casing-head gas or water from said lands, but not from lessor's water wells, and with the rights of removing either during or after the term hereof, all and any improvements placed or erected on the premises by the lessee, including the right to pull all casing, subject however, to the covenants and conditions hereinafter set out, the following described land situated in the county of Eddy, state of New Mexico, and more particularly described as follows:

Subdivisions	Section	Twp	Rge	Acres
--------------	---------	-----	-----	-------

To have and to hold said land, and all the rights and privileges granted hereunder, to and unto the lessee for a primary term of five years from the date hereof, and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said land by lessee, subject to all of the terms and conditions as hereinafter set forth.

In consideration of the premises the parties covenant and agree as follows:

1. Subject to the free use without royalty, as hereinbefore provided, the lessee shall pay the lessor as royalty three-sixteenth part of the oil produced and saved from the leased premises or the cash value thereof, at the option of the lessor, such value to be the price prevailing the day oil is run into a pipeline, if the oil be run into a pipeline, or into storage tanks, if the oil is stored.

2. Subject to the free use without royalty, as hereinbefore provided, at the option of the lessor at any time and from time to time, the lessee shall pay the lessor as royalty three-sixteenth part of the gas produced and saved from the leased premises, including casing-head gas. Unless said option is exercised by lessor, the lessee shall pay the lessor as royalty three-sixteenth of the cash value of the gas, including casing-head gas, produced and saved

Notwithstanding the foregoing provisions, the lessor may require the payment of royalty for all or any part of the gas produced and saved under this lease and marketed or utilized at a price per m.c.f. equal to the maximum price being paid for gas of like kind and quality and under like conditions in the same field or area or may reduce the royalty value of any such gas (to any amount not less than the net proceeds of sale thereof, in the field) if the commissioner of public lands shall determine such action to be necessary to the successful operation of the lands for oil or gas purposes or to encouragement of the greatest ultimate recovery of oil or gas or to the promotion of conservation of oil or gas or in the public interest.

This lease shall not expire at the end of the primary term hereof if there is a well capable of producing gas in paying quantities located upon some part of the lands embraced herein, or upon lands pooled or communitized herewith, where such well is shut-in due to the inability of the lessee to obtain a pipeline connection or to market the gas therefrom and if the lessee timely pays an annual royalty on or before the annual rental paying date next ensuing after the expiration of ninety days from the date said well was shut-in and on or before said rental date thereafter. The payment of said annual royalty shall be considered for all purposes the same as if gas were being produced in paying quantities and upon the commencement of marketing of gas from said well or wells the royalty paid for the lease year in which the gas is first marketed shall be credited upon the royalty payable hereunder to the lessor for such year. The provisions of this section shall also apply where gas is being marketed from said leasehold premises and through no fault of the lessee, the pipeline connection or market is lost or ceases, in which case this lease shall not expire so long as said annual royalty is paid as herein provided. The amount of any annual royalty payable under this section shall equal twice the annual rental due by the lessee under the terms of this lease but not less than three hundred twenty dollars (\$320) per well per year, provided, however, that any such annual royalty for any year beginning on or after ten years from the date hereof shall equal four times the annual rental due by the lessee under the terms of this lease but not less than two thousand dollars (\$2,000) per well per year; provided further that no annual royalty shall be payable under this section if equivalent amounts are timely paid pursuant to another lease issued by lessor and if such other lease includes lands communitized with lands granted hereunder for the purpose of proportionally sharing in the shut-in well. Notwithstanding the provisions of this section to the contrary, this lease shall not be continued after five years from the date hereof for any period of more than ten years by the payment of said annual royalty unless, for good cause shown, the commissioner of public lands, in his discretion, grants such a continuance.

3. Lessee agrees to make full settlement on the twentieth day of each month for all royalties due to the lessor for the preceding month, under this lease, and to permit the lessor or its agents, at all reasonable hours, to examine lessee's books relating to the production and disposition of oil gas produced. Lessee further agrees to submit to lessor annually upon forms furnished by lessor, verified reports showing lessee's operations for the preceding year.

4. An annual rental at the rate of \$1.00 per acre shall become due and payable to the lessor by the lessee upon each acre of the land above described and then claimed by such lessee, and the same shall be due and payable in advance to the lessor on successive anniversary dates of this lease, but the annual rental on any assignment shall in no event be less than forty dollars (\$40.00).

In the event the lessee shall elect to surrender any or all of said acreage, he shall deliver to the lessor a duly executed release thereof and in event said lease has been recorded then he shall upon request furnish and deliver to the lessor a certified copy of a duly recorded release.

5. The lessee may at any time by paying to the lessor all amounts then due as provided herein and the further sum of forty dollars (\$40.00), surrender and cancel this lease insofar as the same covers all or any portion of the lands herein leased and be relieved from further obligations or liability hereunder, in the manner as hereinbefore provided. Provided, this surrender clause and the option herein reserved to the lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law or equity by the lessee, lessor or any assignee, to enforce this lease, or any of its terms expressed or implied.

6. All payments due hereunder shall be made on or before the day such payment is due, at the office of the

7. The lessee with the consent of the lessor shall have the rights to assign this lease in whole or in part. Provided, however, that no assignment of an undivided interest in the lease or in any part thereof nor any assignment of less than a legal subdivision shall be recognized or approved by the lessor. Upon approval in writing by the lessor of an assignment, the assignor shall stand relieved from all obligations to the lessor with respect to the lands embraced in the assignment and the lessor shall likewise be relieved from all obligations to the assignor as to such tracts, and the assignee shall succeed to all of the rights and privileges of the assignor with respect to such tracts and shall be held to have assumed all of the duties and obligations of the assignor to the lessor as to such tracts.

8. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land which is draining the leased premises, lessee shall drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances, provided that no such offset well shall be required if compensatory royalties are paid pursuant to an agreement between the lessor and the lessee.

9. The lessee agrees to notify the lessor of the location of each well before commencing drilling thereon, to keep a complete and accurate log of each well drilled and to furnish a copy thereof, verified by some person having actual knowledge of the facts, to the lessor upon the completion of any well, and to furnish the log of any unfinished well at any time when requested to do so by the lessor.

If any lands embraced in this lease shall be included in any deed or contract of purchase outstanding and subsisting issued pursuant to any sale made of the surface of such lands prior to the date of this lease, it is agreed and understood that no drilling operation shall be commenced on any such lands so sold unless and until the lessee shall have filed a good and sufficient bond with the lessor as required by law, to secure the payment for such damage to the livestock, range, water, crops or tangible improvements on such lands as may be suffered by the purchaser holding such deed or contract of purchase, or his successors, by reason of the developments, use and occupation of such lands by such lessee. Provided, however, that no such bond shall be required if such purchaser shall waive the right to require such bond to be given in the manner provided by law.

10. In drilling wells all water-bearing strata shall be noted in the log, and the lessor reserves the right to require that all or any part of the casing shall be left in any nonproductive well when lessor deems it to be in the interest of the beneficiaries of the lands granted hereunder to maintain said well or wells for water. For such casing so left in wells the lessor shall pay to the lessee the reasonable value thereof.

11. Lessee shall be liable and agree to pay of all damages to the range, livestock, growing crops or improvements caused by lessee's operations on said lands. When requested by the lessor the lessee shall bury pipelines below plow depth.

12. The lessee shall not remove any machinery or fixtures placed on said premises, nor draw the casing from any well unless and until all payments and obligations due the lessor under the terms of this agreement shall have been paid or satisfied. The lessee's right to remove the casing is subject to the provision of Paragraph 10 above.

13. Upon failure or default of the lessee to comply with any of the provisions or covenants hereof, the lessor is hereby authorized to cancel this lease and such cancellation shall extend to and include all rights hereunder as to the whole of the tract so claimed, or possessed by the lessee, but shall not extend to, nor affect the rights of any other lessee or assignee claiming any portion of the lands upon which no default has been made; provided, however, that before any such cancellation shall be made, the lessor shall mail to the lessee so defaulting, by registered or certified mail, addressed to the post-office address of such lessee as shown by the records of the state land office, a notice of intention of cancellation specifying the default for which cancellation is to be made, and if within thirty days from the date of mailing said notice the said lessee shall remedy the default specified in said notice, cancellation shall not be made.

14. If this lease shall have been maintained in accordance with the provisions hereof and if at the expiration of the primary term provided for herein oil or gas is not being produced on said land but lessee is then engaged in bona fide drilling or reworking operations thereon, this lease shall remain in full force and effect so long as such operations are diligently prosecuted and, if they result in the production of oil or gas, so long thereafter as oil and gas in paying quantities, or either of them, is produced from said land, provided, however, such operations extending beyond the primary term shall be approved by the lessor upon written application filed with the lessor on or before the expiration of said term, and a report of the status of all such operations shall be made by the lessee to the lessor every thirty days and a cessation of such operations for more than twenty consecutive days shall be considered as an abandonment of such operations and this lease shall thereupon terminate.

If during the drilling or reworking of any well under this section, lessee loses or junks the hole or well and after diligent efforts in good faith is unable to complete said operations, then within twenty days after the abandonment of said operations, lessee may commence another well within three hundred thirty feet of the lost or junked hole or well and drill the same with due diligence.

Operations commenced and continued as herein provided shall extend this lease as to all lands as to which the same is in full force and effect as of the time said drilling operations are commenced; provided, however, this lease shall be subject to cancellation in accordance with Paragraph 13 hereof for failure to pay rentals or file reports which may become due while operations are being conducted hereunder.

15. Should production of oil and gas or either of them in paying quantities be obtained while this lease is in force and effect and should thereafter cease from any cause after the expiration of five years from the date hereof this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty days after the cessation of such production and shall remain in full force and effect so long as such operations are prosecuted in good faith with no cessation of more than twenty consecutive days, and if such operations result in the production of oil or gas in paying quantities, so long thereafter as oil or gas in paying quantities is produced from said land, provided, however, written notice of intention to commence such operations shall be filed with the lessor within thirty days after the cessation of such production, and a report of the status of such operations shall be made by the lessee to the lessor every thirty days, and the cessation of such operations for more than twenty consecutive days shall be considered as an abandonment of such operations and this lease shall thereupon terminate.

16. Lessee, including their heirs, assigns, agents and contractors shall at their own expense fully comply with all laws, regulations, rules, ordinances and requirements of the city, county, state, federal authorities and agencies, in all matters and things affecting the premises and operations thereon which may be enacted or promulgated under the governmental police powers pertaining to public health and welfare, including but not limited to conservation, sanitation, aesthetics, pollution, cultural properties, fire and ecology. Such agencies are not to be deemed third party beneficiaries hereunder, however, this clause is enforceable by the lessor in any manner provided in this lease or by law.

17. Should lessor desire to exercise its rights to take in-kind its royalty share of oil, gas or associated substances or purchase all or any part of the oil, gas or associated substances produced from the lands covered by this lease, the lessee hereby irrevocably consents to the lessor exercising its right. Such consent is a consent to the termination of any supplier/purchaser relationship between the lessor and the lessee deemed to exist under federal regulations. Lessee further agrees that it will require any purchaser of oil, gas or associated substance to likewise waive any such rights.

18. Lessor reserves a continuing option to purchase at any time and from time to time, at the market price prevailing in the area on the date of purchase, all or any part of the minerals (oil and gas) that will be produced from the lands covered by this lease.

19. Lessor reserves the right to execute leases for geothermal resource development and operation thereon, the right to sell or dispose of the geothermal resources of such lands; and the right to grant rights-of-way and easements for these purposes.

20. All terms of this agreement shall extend to and bind the heirs, executors, administrator, successors and assigns of the parties hereto.

2019 JUL 15 AM 8:54

Lessor:

By: _____

Title: _____

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ of _____.

My Commission Expires: _____

Notary Public

Lessee:

By: _____

Title: _____

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ of _____.

My Commission Expires: _____

Notary Public



August 11, 2020

Commissioner of Public Lands
NM State Land Office
P. O. Box 1148
Santa Fe, NM 87504-1148

RE: Application for CTB and Lease Commingle

Daisy 24 State Com 501H
API# 30-015-45745
Hay Hallow; Bone Springs, North
Ut. D, Sec. 24-T25S-R27E
Eddy County, NM

Daisy 24 State Com 503H
API# 30-015-45747
Hay Hallow; Bone Springs, North
Ut. C, Sec. 24-T25S-R27E
Eddy County, NM

Daisy 24 State Com 505H
API# 30-015-46597
Hay Hallow; Bone Springs, North
Ut. A, Sec. 24-T25S-R27E
Eddy County, NM

Daisy 24 State Com 502H
API# 30-015-45746
Hay Hallow; Bone Springs, North
Ut. D, Sec. 24-T25S-R27E
Eddy County, NM

Daisy 24 State Com 504H
API# 30-015-45748
Hay Hallow; Bone Springs, North
Ut. C, Sec. 24-T25S-R27E
Eddy County, NM

Daisy 24 State Com 506H
API# 30-015-46598
Hay Hallow; Bone Springs, North
Ut. A, Sec. 24-T25S-R27E
Eddy County, NM

To Whom it May Concern:

Please find enclosed check in the amount of \$150.00, which constitutes payment of the required fee for the referenced Lease Commingling application.

If you have any questions, please do not hesitate to contact me at jbarron@concho.com or 575-748-6974.

Sincerely,

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 575 746.2096

**NEW MEXICO
STATE
LAND OFFICE**

**APPLICATION FOR
COMMINGLING AND OFF-LEASE STORAGE
ON STATE TRUST LANDS**



This application form is required for all commingling applications requiring approval by the Commissioner of Public Lands.

Applicant: COG OPERATING, LLC

OGRID #: 229137

Well Name: Daisy 24 State Com 501H

API #: 30-015-45745

Pool: 30216 Hay Hollow; Bone Spring, North

OPERATOR NAME: COG OPERATING, LLC

OPERATOR ADDRESS: 2208 W. MAIN STREET, ARTESIA, NEW MEXICO

APPLICATION REQUIREMENTS – SUBMIT:

1. New Mexico Oil Conservation Division (NMOCD) application packet (or equivalent information if no application is required by NMOCD),
2. Commingling application fee of \$150.

CERTIFICATION: To the best of my knowledge,

- All business leases and rights-of-way necessary for conducting the proposed operation on State Trust lands have been applied for or obtained,
- The information submitted with this application is **accurate** and **complete**, and
- No loss will accrue to the state of New Mexico as a result of the proposed operation.

I also understand that **no action** will be taken on this application until the required information and fee are submitted to the State Land Office.

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

Jeanette Barron

Print or Type Name

Jeanette Barron

Signature

8/11/20

Date

575.748.6974

Phone Number

jbarron@concho.com

e-mail Address

Submit application to:
Commissioner of Public Lands
Attn: Commingling Manager
PO Box 1148
Santa Fe, NM 87504-1148

Questions?
Contact the Commingling Manager:
505.827.5791

Upon approval, the requesting organization will receive an acknowledgment letter from the Commissioner of Public Lands.

**NEW MEXICO
STATE
LAND OFFICE**

**APPLICATION FOR
COMMINGLING AND OFF-LEASE STORAGE
ON STATE TRUST LANDS**



This application form is required for all commingling applications requiring approval by the Commissioner of Public Lands.

Applicant: COG OPERATING, LLC

OGRID #: 229137

Well Name: Daisy 24 State Com 502H

API #: 30-015-45746

Pool: 30216 Hay Hollow; Bone Spring, North

OPERATOR NAME: COG OPERATING, LLC

OPERATOR ADDRESS: 2208 W. MAIN STREET, ARTESIA, NEW MEXICO

APPLICATION REQUIREMENTS – SUBMIT:

1. New Mexico Oil Conservation Division (NMOCD) application packet (or equivalent information if no application is required by NMOCD),
2. Commingling application fee of \$150.

CERTIFICATION: To the best of my knowledge,

- All business leases and rights-of-way necessary for conducting the proposed operation on State Trust lands have been applied for or obtained,
- The information submitted with this application is **accurate** and **complete**, and
- No loss will accrue to the state of New Mexico as a result of the proposed operation.

I also understand that **no action** will be taken on this application until the required information and fee are submitted to the State Land Office.

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

Jeanette Barron

Print or Type Name

Jeanette Barron

Signature

8/11/20

Date

575.748.6974

Phone Number

jbarron@concho.com

e-mail Address

Submit application to:

Commissioner of Public Lands
Attn: Commingling Manager
PO Box 1148
Santa Fe, NM 87504-1148

Questions?

Contact the Commingling Manager:
505.827.5791

Upon approval, the requesting organization will receive an acknowledgment letter from the Commissioner of Public Lands.

**NEW MEXICO
STATE
LAND OFFICE**

**APPLICATION FOR
COMMINGLING AND OFF-LEASE STORAGE
ON STATE TRUST LANDS**



This application form is required for all commingling applications requiring approval by the Commissioner of Public Lands.

Applicant: COG OPERATING, LLC

OGRID #: 229137

Well Name: Daisy 24 State Com 503H

API #: 30-015-45747

Pool: 30216 Hay Hollow; Bone Spring, North

OPERATOR NAME: COG OPERATING, LLC

OPERATOR ADDRESS: 2208 W. MAIN STREET, ARTESIA, NEW MEXICO

APPLICATION REQUIREMENTS – SUBMIT:

1. New Mexico Oil Conservation Division (NMOCD) application packet (or equivalent information if no application is required by NMOCD),
2. Commingling application fee of \$150.

CERTIFICATION: To the best of my knowledge,

- All business leases and rights-of-way necessary for conducting the proposed operation on State Trust lands have been applied for or obtained,
- The information submitted with this application is **accurate** and **complete**, and
- No loss will accrue to the state of New Mexico as a result of the proposed operation.

I also understand that **no action** will be taken on this application until the required information and fee are submitted to the State Land Office.

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

Jeanette Barron

Print or Type Name

Jeanette Barron

Signature

8/11/20

Date

575.748.6974

Phone Number

jbarron@concho.com

e-mail Address

Submit application to:

Commissioner of Public Lands
Attn: Commingling Manager
PO Box 1148
Santa Fe, NM 87504-1148

Questions?

Contact the Commingling Manager:
505.827.5791

Upon approval, the requesting organization will receive an acknowledgment letter from the Commissioner of Public Lands.

**NEW MEXICO
STATE
LAND OFFICE**

**APPLICATION FOR
COMMINGLING AND OFF-LEASE STORAGE
ON STATE TRUST LANDS**



This application form is required for all commingling applications requiring approval by the Commissioner of Public Lands.

Applicant: COG OPERATING, LLC

OGRID #: 229137

Well Name: Daisy 24 State Com 504H

API #: 30-015-45748

Pool: 30216 Hay Hollow; Bone Spring, North

OPERATOR NAME: COG OPERATING, LLC

OPERATOR ADDRESS: 2208 W. MAIN STREET, ARTESIA, NEW MEXICO

APPLICATION REQUIREMENTS – SUBMIT:

1. New Mexico Oil Conservation Division (NMOCD) application packet (or equivalent information if no application is required by NMOCD),
2. Commingling application fee of \$150.

CERTIFICATION: To the best of my knowledge,

- All business leases and rights-of-way necessary for conducting the proposed operation on State Trust lands have been applied for or obtained,
- The information submitted with this application is **accurate** and **complete**, and
- No loss will accrue to the state of New Mexico as a result of the proposed operation.

I also understand that **no action** will be taken on this application until the required information and fee are submitted to the State Land Office.

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

Jeanette Barron

Print or Type Name

Jeanette Barron

Signature

8/11/20

Date

575.748.6974

Phone Number

jbarron@concho.com

e-mail Address

Submit application to:
Commissioner of Public Lands
Attn: Commingling Manager
PO Box 1148
Santa Fe, NM 87504-1148

Questions?
Contact the Commingling Manager:
505.827.5791

Upon approval, the requesting organization will receive an acknowledgment letter from the Commissioner of Public Lands.

**NEW MEXICO
STATE
LAND OFFICE**

**APPLICATION FOR
COMMINGLING AND OFF-LEASE STORAGE
ON STATE TRUST LANDS**



This application form is required for all commingling applications requiring approval by the Commissioner of Public Lands.

Applicant: COG OPERATING, LLC
Well Name: Daisy 24 State Com 505H
Pool: 30216 Hay Hollow; Bone Spring, North

OGRID #: 229137
API #: 30-015-46597

OPERATOR NAME: COG OPERATING, LLC
OPERATOR ADDRESS: 2208 W. MAIN STREET, ARTESIA, NEW MEXICO

APPLICATION REQUIREMENTS – SUBMIT:

1. New Mexico Oil Conservation Division (NMOCD) application packet (or equivalent information if no application is required by NMOCD),
2. Commingling application fee of \$150.

CERTIFICATION: To the best of my knowledge,

- All business leases and rights-of-way necessary for conducting the proposed operation on State Trust lands have been applied for or obtained,
- The information submitted with this application is **accurate** and **complete**, and
- No loss will accrue to the state of New Mexico as a result of the proposed operation.

I also understand that **no action** will be taken on this application until the required information and fee are submitted to the State Land Office.

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

Jeanette Barron

Print or Type Name

Jeanette Barron

Signature

8/11/20

Date

575.748.6974

Phone Number

jbarron@concho.com

e-mail Address

Submit application to:
 Commissioner of Public Lands
 Attn: Commingling Manager
 PO Box 1148
 Santa Fe, NM 87504-1148

Questions?
 Contact the Commingling Manager:
 505.827.5791

Upon approval, the requesting organization will receive an acknowledgment letter from the Commissioner of Public Lands.

**NEW MEXICO
STATE
LAND OFFICE**

**APPLICATION FOR
COMMINGLING AND OFF-LEASE STORAGE
ON STATE TRUST LANDS**



This application form is required for all commingling applications requiring approval by the Commissioner of Public Lands.

Applicant: COG OPERATING, LLC

OGRID #: 229137

Well Name: Daisy 24 State Com 506H

API #: 30-015-46598

Pool: 30216 Hay Hollow; Bone Spring, North

OPERATOR NAME: COG OPERATING, LLC

OPERATOR ADDRESS: 2208 W. MAIN STREET, ARTESIA, NEW MEXICO

APPLICATION REQUIREMENTS – SUBMIT:

1. New Mexico Oil Conservation Division (NMOCD) application packet (or equivalent information if no application is required by NMOCD),
2. Commingling application fee of \$150.

CERTIFICATION: To the best of my knowledge,

- All business leases and rights-of-way necessary for conducting the proposed operation on State Trust lands have been applied for or obtained,
- The information submitted with this application is **accurate** and **complete**, and
- No loss will accrue to the state of New Mexico as a result of the proposed operation.

I also understand that **no action** will be taken on this application until the required information and fee are submitted to the State Land Office.

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

Jeanette Barron

Print or Type Name

Jeanette Barron

Signature

8/11/20

Date

575.748.6974

Phone Number

jbarron@concho.com

e-mail Address

Submit application to:
Commissioner of Public Lands
Attn: Commingling Manager
PO Box 1148
Santa Fe, NM 87504-1148

Questions?
Contact the Commingling Manager:
505.827.5791

Upon approval, the requesting organization will receive an acknowledgment letter from the Commissioner of Public Lands.