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| | [E |] 🛛 Foi | r all of the above, Pi | roof of Notification or | Publication is | Attached, a | nd/or, | |
| | [F] |) 🗌 Wa | aivers are Attached | | | | | |
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| [3] | | | E AND COMPLET NDICATED ABOV | 'E INFORMATION I /E. | REQUIRED ' | TO PROC | ESS THE T | YPE |

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

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

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12

 Regulatory Analyst
 4/16/13

 Title
 Date

Print or Type Name

Brian Maiorino

Signature

bmaiorino@concho.com e-mail Address



May 15, 2013

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

Re: Copperhead 31 Federal Com Surface Commingle

Mr. Ezeanyim,

COG Production LLC respectfully requests approval for surface commingle of production for the Copperhead 31 Federal Com 1H and Copperhead 31 Federal Com 2H.

Production to the Copperhead 31 Federal Com 1H CTB, Sec. 31-T26S-R29E- Lot 7, will consist of the following wells:

Copperhead 31 Federal Com 1H Eddy County, NM API # 30-015-38532 Surface: 480 FSL & 480 FEL, Sec 31, T26S, R29E, Lot 7 Copperhead 31 Federal Com 2H Eddy County, NM API # 30-015-39791 Surface: 480 FSL & 21400 FEL, Sec 31 T26S, R29E, Lot 6

Production from the Copperhead 31 Federal Com 1H and Copperhead 31 Federal Com 2H will be measured and stored at the Copperhead 31 Federal Com 1H CTB located in Section 31-T26S,R29E, Lot 7. Oil and gas production will be allocated by using the subtraction method. The total production of the facility will be subtracted by the metered production of the Copperhead 31 Federal Com #2H to determine the production allocation for the Copperhead 31 Federal Com #1H.

Both wells will be producing from the Delaware River; Bone Spring (16800). I have attached a diagram of the battery facilities, C-102s for each well, a map showing all well locations and Com agreement areas, admin checklist, C-107B, and notice to all interest owners.

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

Sincerely,

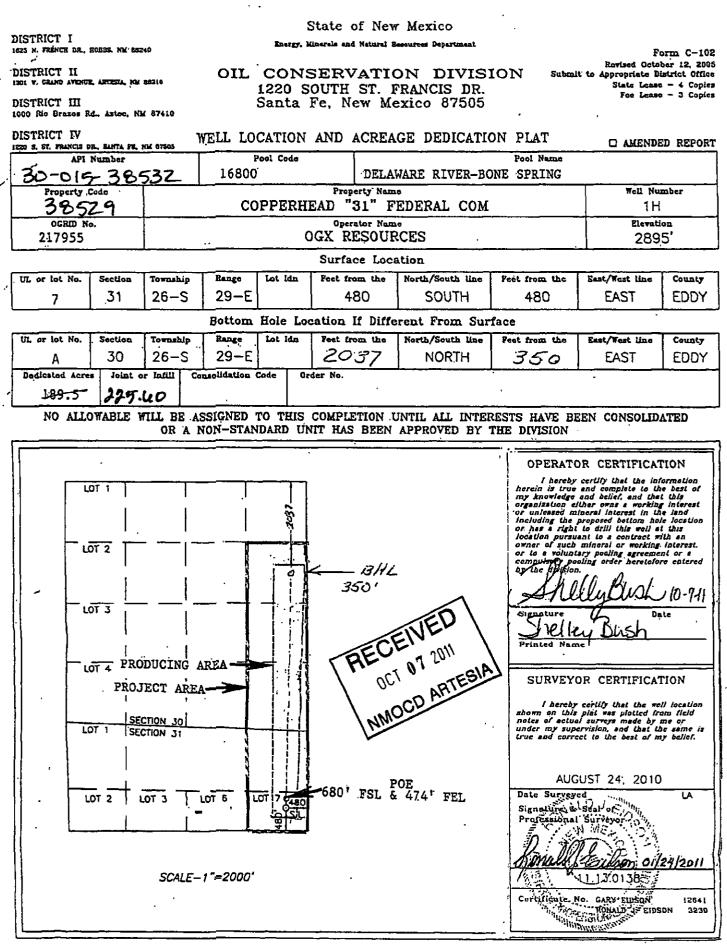
Brian Maiorino Regulatory Analyst COG Operating, LLC

RECEIVED OCD

Corporate Address: One Concho Center 600 West Illinois Avenue Midland, Texas 79701 PHONE 432.683.7443 FAX 432.683.7441

| District I | Form C-107-E | | | | |
|--|--|---|--------------------|---|---------------|
| 1625 N. French Drive, Hobbs, NM 88240Energy, Minerals and Natural Resources DepartmentRevised August 1, 20District II | | | | | |
| 811 S. First St., Artesia, NM 88210 District III 1000 Rio Brazos Road, Aztec, NM 87410 District IV 1220 S. St Francis Dr, Santa Fe, NM | application to office with one | Submit the original application to the Santa Fe office with one copy to the appropriate District Office. | | | |
| | (I T P 2: 23 | | | ······ | |
| APPLICATION | FOR SURFACE (| COMMINGLING | G (DIVERSE | OWNERSHIP) | |
| OPERATOR NAME: COO | B Production LLC | | | | |
| OPERATOR ADDRESS: One | Concho Center, 600 V | V. Illinois Avenue, Midl | and, TX 79701 | | |
| APPLICATION TYPE: | | | | | |
| Pool Commingling Lease Comminglin | g Pool and Lease Cor | nmingling Doff-Lease | Storage and Measur | ement (Only if not Surfac | e Commingled) |
| LEASE TYPE: 🔲 Fee 🔀 | State 🔲 Fede | | | | |
| Is this an Amendment to existing Order Have the Bureau of Land Management Yes No | | | | | ingling |
| | • • | L COMMINGLIN s with the following i | | | |
| (1) Pool Names and Codes | Gravities / BTU of Non-Commingled Production | Calculated Gravities / BTU of Commingled Production | | Calculated Value of Commingled Production | Volumes |
| | | | | | |
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| | | | | | |
| (2) Are any wells producing at top allowa (3) Has all interest owners been notified b (4) Measurement type: Metering [(5) Will commingling decrease the value of the second sec | y certified mail of the pro | □No If "yes", descr | | ing should be approved | |
| | • • | SE COMMINGLIN s with the following i | | | |
| (1) Pool Name and Code. Delaware Ri | | | | | |
| (2) Is all production from same source of a | | | | | |
| (3) Has all interest owners been notified by (4) Measurement type: XMetering | | oosed commingling? | ⊠Yes □N | o | |
| | (C) POOL and | LEASE COMMIN | GLING | | |
| (1) Complete Sections A and E. | Please attach sheet | s with the following i | nformation | | <u></u> |
| · · · · · · · · · · · · · · · · · · · | | | | | |
| I) | D) OFF-LEASE ST Please attached shee | ORAGE and MEA ets with the following | | | |
| Is all production from same source of Include proof of notice to all interest of | supply? 🛛 Yes 🔲 N | · ·· · · ·· · · · · · · · · · · · · · | | | |
| (E) AI | DITIONAL INFO Please attach sheet | RMATION (for all s with the following i | | vpes) | |
| A schematic diagram of facility, includ A plat with lease boundaries showing Lease Names, Lease and Well Number | ding legal location. all well and facility locati | | | ate lands are involved. | |
| I hereby certify that the information above is | s true and complete to the | best of my knowledge ar | nd belief. | | |
| signature: S .: h .: | TI | TLE: Regulatory Anal | | DATE: <u>4/16</u> | |
| TYPE OR PRINT NAME Brian Maioring | • | | TEL | EPHONE NO.: 432-22 | 21-0467 |
| E-MAIL ADDRESS: bmaiorino@conch | o.com | | | | |

| Loc: 1/4-1/4 Sec. Twp. Rng. UL Formation BOPD Oil Gravity MCFPD BTU 32 SENE-31-T26S-R29E-Lot 7 Delaware River; Bone 14 48 925 | API No. Loc: 1/4-1/4 Sec. Twp. Rng. UL Formation BOPD Oil Gravity MCFPD BTU d 31 Federal Com 1H 30-015-38532 SENE-31-T26S-R29E-Lot 7 Delaware River; Bone 14 48 925 zation Agreement Contract # 126824 Senterst Processor Delaware River; Bone 14 48 925 d 31 Federal Com 7H 30-015-39791 SwnF-31-T765-R29E-Lot 7 Springs 14 48 925 zation Agreement Contract # 126824 Sentings 14 48 925 14 48 925 d 31 Federal Com 7H 30-015-39791 SwnF-31-T765-R29E-Lot 6 Delaware River; Bone 14 48 925 | API No. Loc: 1/4-1/4 Sec. Twp. Rng. UL Formation BOPD Oil Gravity MCFPD BTU d 31 Federal Com 1H 30-015-38532 SENE-31-T26S-R29E-Lot 7 Delaware River; Bone 14 48 925 zation Agreement Contract # 126824 SENE-31-T26S-R29E-Lot 7 Delaware River; Bone 14 48 925 d 31 Federal Com 7H 30-015-39791 SWNF-31-T765-R29E-Lot 7 Delaware River; Bone 14 48 925 cd 31 Federal Com 7H 30-015-39791 SWNF-31-T765-R29E-Lot 6 Delaware River; Bone 14 48 925 | API No. Loc: 1/4-1/4 Sec. Twp. Rng. UL Formation BOPD Oil Gravity MCFPD BTU 31 Federal Com 1H 30-015-38532 SENE-31-T26S-R29E-Lot 7 Delaware River; Bone 14 48 925 zation Agreement Contract # 126824 SENE-31-T26S-R29E-Lot 7 Springs 14 48 925 | API No. Loc: 1/4-1/4 Sec. Twp. Rng. UL Formation BOPD Oil Gravity MCFPD BTU d 31 Federal Com 1H 30-015-38532 SENE-31-T26S-R29E-Lot 7 Delaware River; Bone 14 48 925 zation Agreement Contract # 126824 I I I I I I 925 Delaware River; Bone I I I I 925 I zation Agreement Contract # 126824 I | API No. Loc: 1/4-1/4 Sec. Twp. Rng. UL Formation BOPD Oil Gravity MCFPD BTU d 31 Federal Com 1H 30-015-38532 SENE-31-T26S-R29E-Lot 7 Delaware River; Bone 14 48 925 zation Agreement Contract # 126824 Image: Contract # 126824 | API No. Loc: 1/4-1/4 Sec. Twp. Rng. UL Formation BOPD Oil Gravity MCFPD BTU d 31 Federal Com 1H 30-015-38532 SENE-31-T26S-R29E-Lot 7 Delaware River; Bone 14 48 925 221 zation Agreement Contract # 126824 Image: Contract # 126824 <t< th=""><th>API No. Loc: 1/4-1/4 Sec. Twp. Rng. UL Formation BOPD Oil Gravity MCFPD BTU d 31 Federal Com 1H 30-015-38532 SENE-31-T26S-R29E-Lot 7 Delaware River; Bone 14 48 925 zation Agreement Contract # 126824 SENE-31-T26S-R29E-Lot 7 Delaware River: Rone 14 48 925</th><th>API No. Loc: 1/4-1/4 Sec. Twp. Rng. UL Formation BOPD Oil Gravity MCFPD BTU d 31 Federal Com 1H 30-015-38532 SENE-31-T26S-R29E-Lot 7 Delaware River; Bone 14 48 925 zation Agreement Contract # 126824 SENE-31-T26S-R29E-Lot 7 Delaware River; Bone 14 48 925 Delaware River; Bone 14 48 925 14 48 925 zation Agreement Contract # 126824 Delaware River; Bone 14 48 925 14 48 925 Delaware River; Bone Delaware River; Bone 14 48 925 14 14 48 925 14</th></t<> | API No. Loc: 1/4-1/4 Sec. Twp. Rng. UL Formation BOPD Oil Gravity MCFPD BTU d 31 Federal Com 1H 30-015-38532 SENE-31-T26S-R29E-Lot 7 Delaware River; Bone 14 48 925 zation Agreement Contract # 126824 SENE-31-T26S-R29E-Lot 7 Delaware River: Rone 14 48 925 | API No. Loc: 1/4-1/4 Sec. Twp. Rng. UL Formation BOPD Oil Gravity MCFPD BTU d 31 Federal Com 1H 30-015-38532 SENE-31-T26S-R29E-Lot 7 Delaware River; Bone 14 48 925 zation Agreement Contract # 126824 SENE-31-T26S-R29E-Lot 7 Delaware River; Bone 14 48 925 Delaware River; Bone 14 48 925 14 48 925 zation Agreement Contract # 126824 Delaware River; Bone 14 48 925 14 48 925 Delaware River; Bone Delaware River; Bone 14 48 925 14 14 48 925 14 |
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District I 1625 N French Dr., Hobbs, NM 88240 Phone (575) 393-6161 Fax (575) 393-0720 District II 811 S First St., Artesia, NM 88210 Phone (575) 748-1283 Fax (575) 748-9720 District III 1000 Rio B Firstos 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 | Form C-102 |
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| nergy, Minerals & Natural Resources Benefit EIVED | Revised August 1, 2011 |
| OIL CONSERVATION DIVISION 1220 South St. Francis Dr. JUN 07 2012 | nit one copy to appropriate District Office |
| 1220 South St. 1 failers D_1 . | |
| Santa Fe, NM 87505 NMOCD ARTESIA | AMENDED REPORT |
| | |

WELL LOCATION AND ACREAGE DEDICATION PLAT

| API Number ² Pool Code ³ Pool Name 30-015-39791 97876 Wildcat G-03 S262932E; Bone | | | | | - | g | | | |
|---|-----------------------|-----------------|---|------------|-----------------------|---------------------------|-----------------------|--------------------------------|----------------|
| ⁴ Property 0 38529 | | | ⁵ Property Name Copperhead 31 Federal Com | | | | | ⁶ Well Namber 2H | |
| 'OGRID: 21795 | | _ | Operator Name COG Production LLC | | | | | 'Elevation 2901' | |
| | | | | | ¹⁰ Surface | Location | | | |
| UL or lot no. | Section 31 | Towaship 26S | Range 29E | Lot Idn | Feet from the 480 | North/South line South | Feet from the 2140 | East/West line East | County Eddy |
| | | | ^T Bc | ottom Ho | le Location I | f Different From | | | |
| UL or lot no. G | Section 30 | Tawnship 26S | Range 29E | Lot Idn | Feet from the 1615 | North/South line North | Feet from the 2175 | East/West line East | County Eddy |
| Dedicated Acres 186.27 | ¹³ Joint o | r Infili C | onsolidation | Code 15 Or | der No. | ۰ | IJ | , | .L |

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

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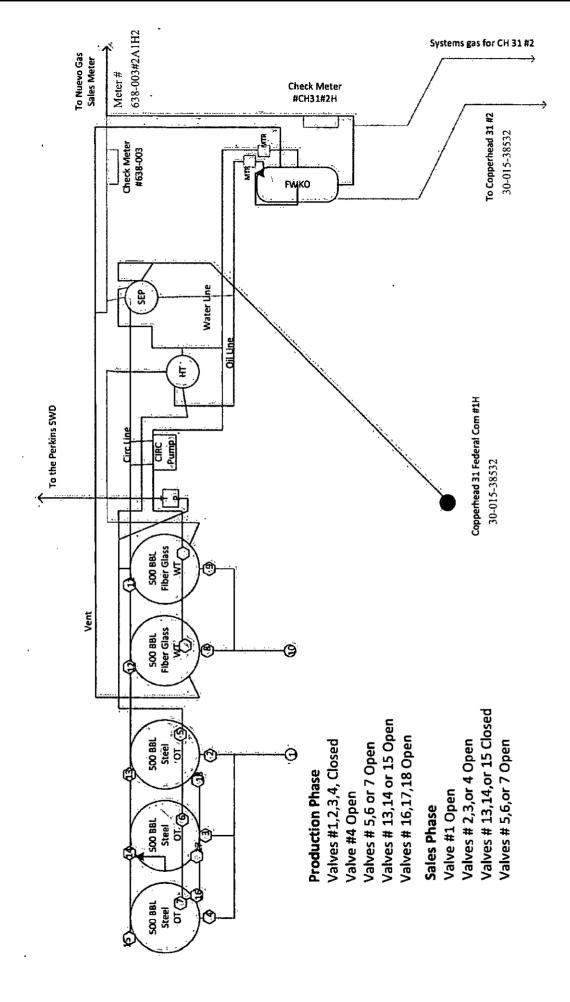
| 16 . | | 16/5 | , i | ¹⁷ OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my burnledge and belief, and that this organization either owns a working interest or unleased nuneral enterest in the kind including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a numeral or working interest, or to a voluntary pooling agreement or a compulsory pooling order hereisfore entered by the division |
|--------|---|-----------|------------|--|
| | | | ク・/ 〕 禁 | Signature 5/30/12 Date Stormi Davis Regulatory Analyst |
| | 。 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1) | | γ. φ. | Printed Name sdavis@concho.com E-mail Address |
| SEC 30 | | | | ¹⁸ 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 |
| SEC 30 | | | | and correct to the best of my belief. Date of Survey Signature and Seal of Professional Surveyor |
| | | irie È | 2140' | REFER TO ORIGINAL PLAT |
| N | | | | 11 |

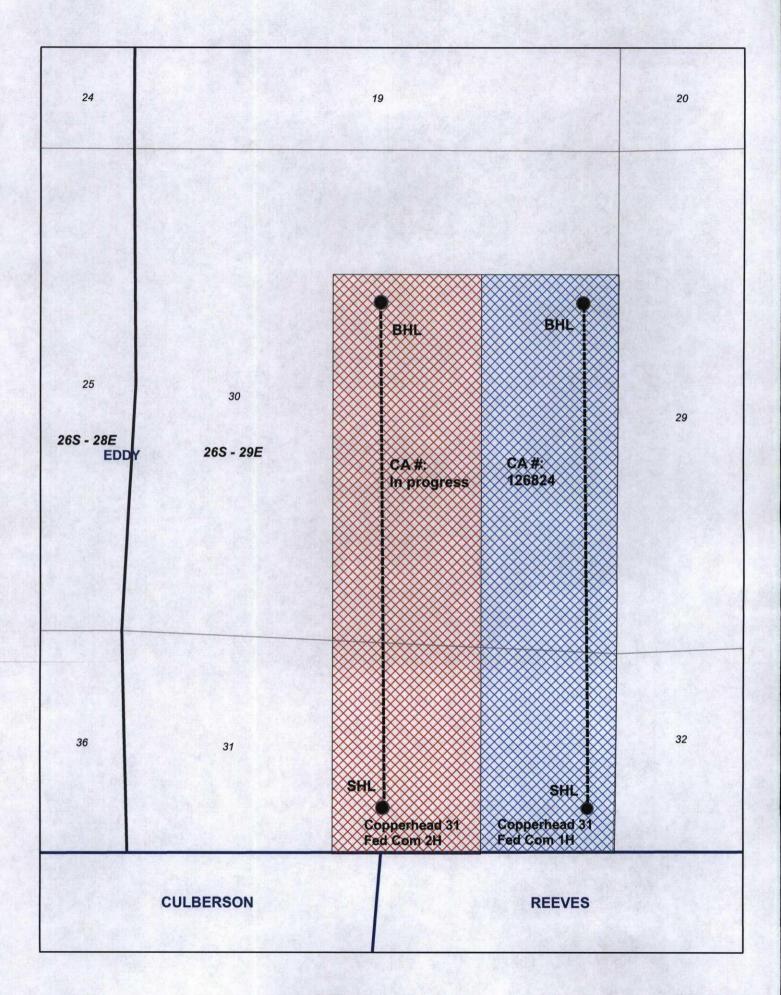
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COG Production LLC Copperhead 31 Federal Com #1H NMNM121474 30-015-38532 Sec 31-T265-R29E Eddy County, NM

COG Production LLC 2208 West Main Artesia, NM 88210

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Copperhead 31 Fed Com 1H Township 26 South, Range 29 East N.M.P.M. Sec 31: Lot 7 and NE/4 NE/4 and Sec 30: E/2 SE/4 and SE/4 NE/4 Eddy County, NM

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

Mary Lou Cassidy PO Box 96 Midland, Texas 79702

John E. Cassidy PO Box 177 Dripping Springs, Texas 78628

Harry Lee Harrison, Jr. PO Box 60426 Midland, Texas 79711

CBAT Corp 3300 North A Bldg. 2-101 Midland, Texas 79705

Jane Appling Sigler and husband, Jimmie B. Sigler 7734 Top Hill Lane Dallas Texas 75248

Shirley R. Ireland 2406 Haynes Midland, Texas 79705

Dorothy H. Martyn PO Box 244 Quanah, Texas 79252

Ray Properties PO Box 160937 Austin, Texas 78716-0937

T. D. Rutland 11114 Crestwater Circle Magnolia, Texas 77354 MBJW Limited Partnership PO Box 187 Midland, TX 79702

James A. Walton Oil & Gas, L.P. PO Box 2514 Midland, TX 79702

Judkins T. Walton PO Box 375 Midland, TX 79702

Alvin F. Walvoord, Jr. 2805 Lockheed Drive Midland, TX 79701

Clara Frances Walvoord Hudspeth 3513 Diamond Head Plano, Texas 75075-1737

HRH Properties PO Box 9432 Midland, TX 79708

Gayle D. Fogelson 300 Crescent Court Suite 920 Dallas, Texas 75201

John Henry Baze, and wife, Peggy Jane Baze, for life, remainder to HC 67-Box 260 Rattan, OL 74562

Johnny Wayne Baze HC 67-Box 1190 Rattan, OL 74562

Mark Randall Baze HC 67-Box 1680 Rattan, OL 74562

Robby Gene Baze HC 67-Box 260 Rattan, OL 74562

Russell Joe Baze HC 67-Box 207 Rattan, OL 74562 Steven Scott Baze HC 67-Box 280 Rattan, OL 74562

Mary Elizabeth Vanderhider 5214 Westridge Place Houston, Texas 77041

Franklin Terry Perkins, Jr. 314 Crossing Court Keller, Texas 76950

Gary C. Leonard and Carol J. Leonard, each 202 N Concho Ave Sonora, Texas 76950

Copperhead 31 Fed Com 2H

Township 26 South, Range 29 East, N.M.P.M. Section 30: W2SE, SWNE Section 31: Lot 6, NWNE

> **COG Production LLC** 550 W. Texas Ave., Suite 100 Midland, TX 79701

> COG Acreage LP 550 W. Texas Ave., Suite 100 Midland, TX 79701

OXY USA Inc. 5 Greenway Plaza Houston, Texas 77046

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

Mary Elizabeth Vanderhider 5214 Westridge Place Houston, Texas 77041

Franklin Terry Perkins Jr. 314 Crossing Court Keller, Texas 76950

Carol J. Leonard, and husband Gary C. Leonard 202 N Concho Ave Sonora, Texas 76950

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Robby Gene Baze HC 67-Box 260 Rattan, OL 74562

Russell Joe Baze HC 67-Box 207 Rattan, OL 74562

Steven Scott Baze HC 67-Box 280 Rattan, OL 74562

West Penn Consulting, LLC PO Box 11373 Midland, TX 79702

Carmex, Inc., PO Box 2064 Midland, TX 79702

Charles R. Wiggins whose wife is Deborah A. Wiggins PO Box 10682 Midland, Texas 79702

Richard M. Hulett 14525 Highway 6 Eastland, TX 76448

Sandra Hulett Melton

3618 60th Street Lubbock, Texas 79413 Wayne C. Earnheart PO Box 1365 Aransas Pass, TX 78335

Marsha Lynn McGahey 5400 Hopper Rd Burleson, TX 76028

Louise Ferguson, ssp PO Box 626 Eastland, Texas 76448 Vicki Woods Trust, by Mary Louise Ferguson, Trustee and Mary Louise Ferguson, ssp PO Box 626 Eastland, TX 76448

> Malaga Royalty, LLC PO Box 2064 Midland, TX 79702

Chevron U.S.A. Inc 1111 Bagby Houston, TX 77002

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| | SENDER: COMPLETE THIS SECTION | COMPLETE THIS SECTION ON DELIVERY | |
| | Complete items 1, 2, and 3. Also complete | A. Signature | |
| | l item 4 if Restricted Delivery is desired. Print your name and address on the reverse | Agent | |
| | Southat we can return the card to you. Attach this card to the back of the mailpiece, | B. Received by (Printed Name) | |
| | Attach mis card to the back of the manplece, Or on the front if space permits. | | 484 'Y M 27. =K. 19 2 |
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| | Mary Lou Cassidy | | |
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| | John E Cassidy | | |
| | PO Box 177 | 3. Service Type | |
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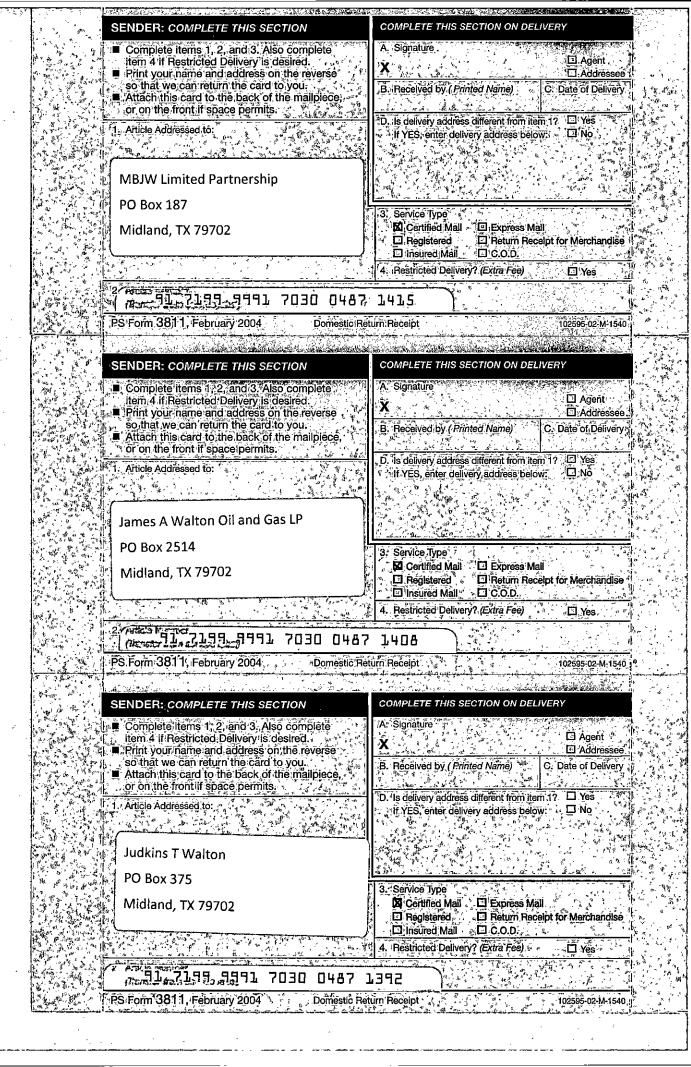
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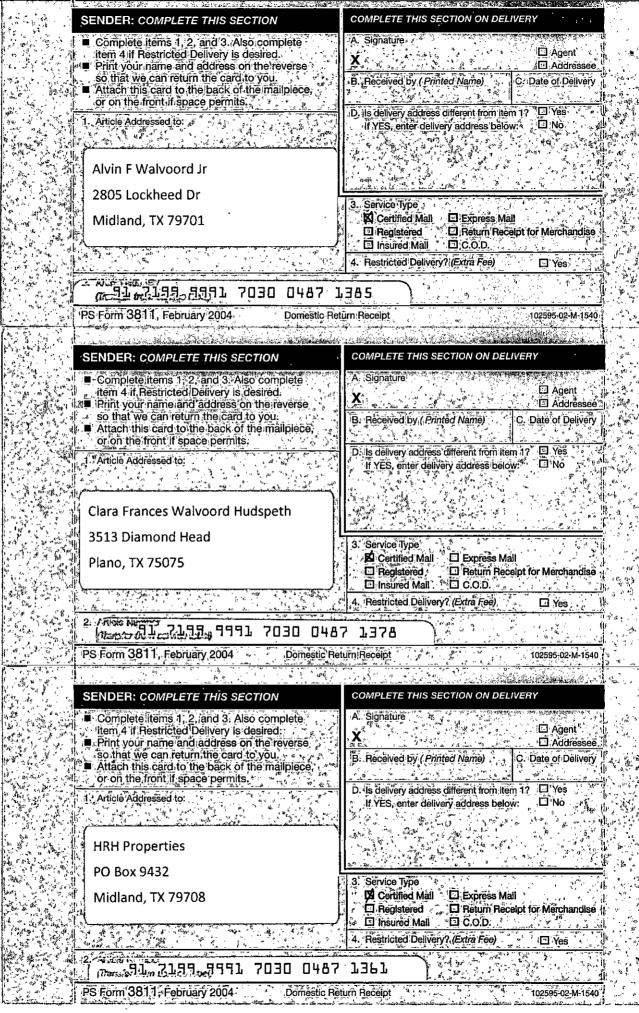
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| San Sel at 1 | 5214 Westridge Place | 3. Service Type | |
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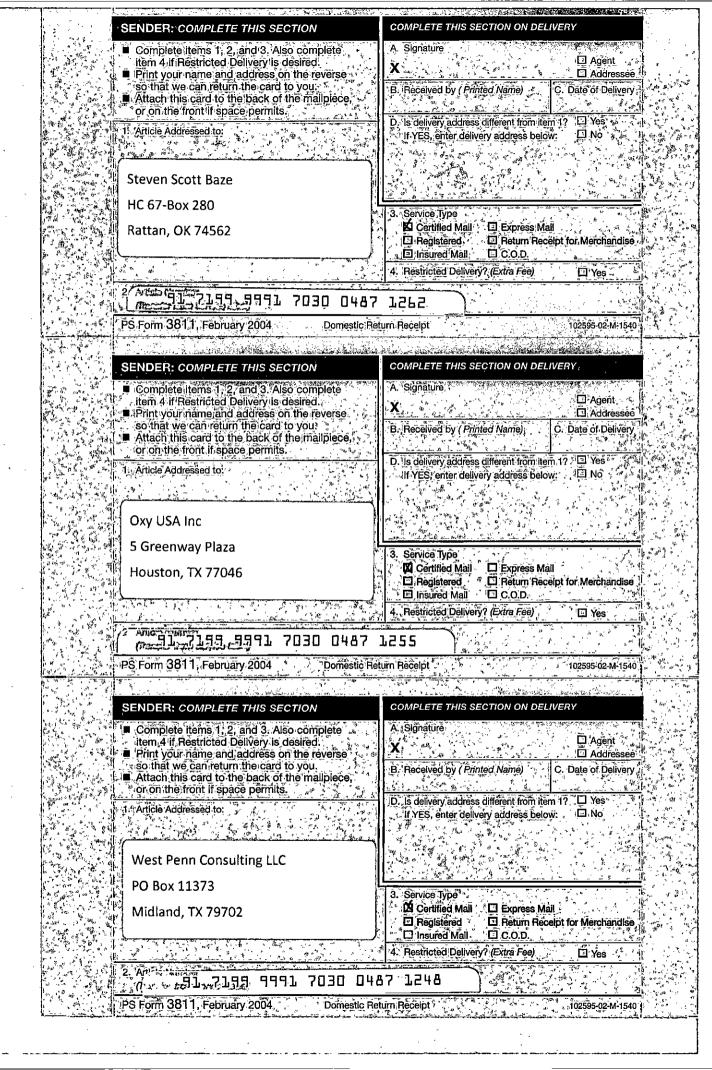
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Determination - Approval - Certification

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

> Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.

- B. Approve the attached Communitization Agreement covering Lot 7 and the NENE of sec. 31, and the E2SE and SENE of sec. 30, T. 26 S., R. 29 E., NMPM, Eddy County, New Mexico, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (e) are not met.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved:

Hesly W. Ingran, Dos Peters

Authorized Officer

Effective: May 1, 2011

Contract No.: Com. Agr. NM126824

RECORDER'S MEMORANDUM Parts of the text on this document were not clearly legible for satisfactory recordation. Eddy County Clerk

OGX RESOURCES LLC P O BOX 2064 MIDLAND TX 79702

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COMMUNITIZATION AGREEMENT

Contract No. 126824

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

WITNESSETH:

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

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

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

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

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

Township 26 South, Range 29 East, N.M.P.M. Section 31: Lot 7 and NE/4 NE/4; and Section 30: E/2 SE/4 and SE/4 NE/4, Eddy County, New Mexico

containing <u>185.60</u> acres, more or less, and this agreement shall include only the <u>Bone</u> <u>Spring formation</u> underlying said lands and <u>the oil and associated casinghead gas</u> (hereinafter referred to as "communitized substances") producible from such formation(s).

- 2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.

Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.

The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.

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

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

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

and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.

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The date of this agreement is **May 1, 2011**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are, or can be, produced from the communitized area in paying quantities, provided that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of non-production. The two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantec, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative
- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all fee and State mineral operations within the communitized area to the same extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occurs in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7), inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

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

EGOK 859 PAGE 0482

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OGX Resources LLC Copperhead 31 Fed Com #1H

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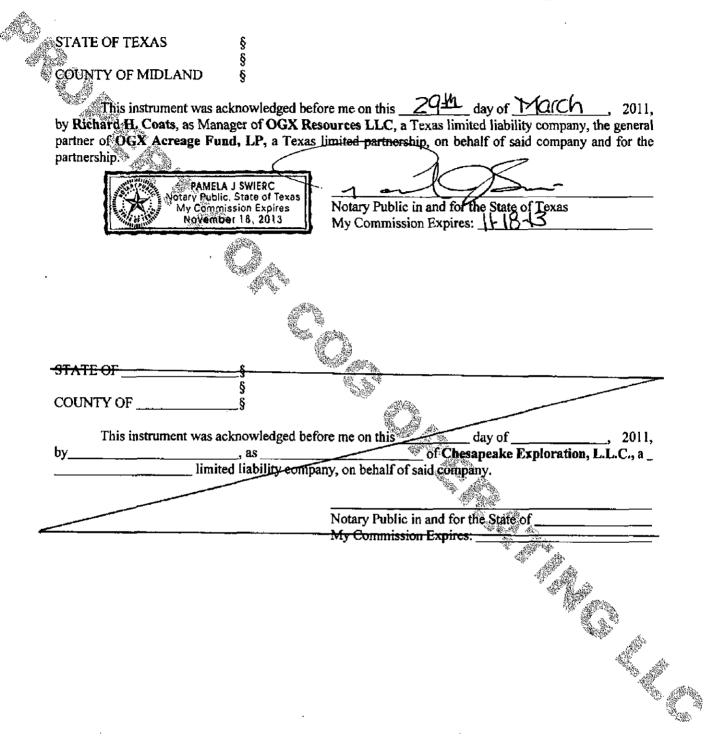
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| (Date of Execution) | OGX Resources LLC By: Richard H. Coats, Manager |
| | LESSEES OF RECORD: |
| 3/29/11 | OGX Resources LLC By: Recht Control |
| (Date of Execution) | Richard H. Coats, Manager |
| <u>3/29/11</u> (Date of Execution) | OGX Acreage Fund, LP By OGX Resources LLC, its general partner By: Richard H. Coats, Manager |
| | Cheasapeake Exploration, L.L.C By |
| (Date of Execution) | (Printed Name and Title) |
| | Chesapeake Exploration LLC is subject to Compulsory Pooling Order No. R-13407, copy attached |
| Α | <u>CKNOWLEDGMENTS</u> |
| STATE OF TEXAS | |
| S COUNTY OF MIDLAND | |
| | d before me on this <u>29 H</u> day of <u>March</u> , 2011, |
| of said company. | X Resources LLC, a Texas limited liability company, on behalt |
| PAMELA J SWIERC Notary Public, State of Texas My Commission Expires | Notary Public in and for the State of Texas My Commission Expires: 11-18-15 |
| November 18, 2013 | |

BOOK 859 PAGE 0483

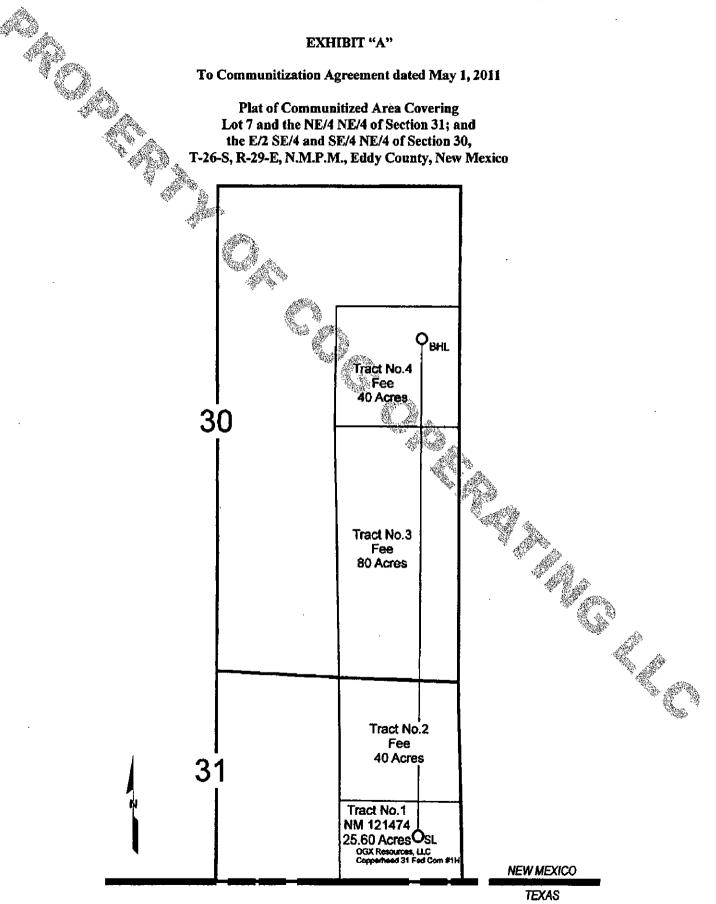
OGX Resources LLC Copperhead 31 Fed Com #1H



j.

BOOK 859 PAGE 0484

OGX Resources LLC Copperhead 31 Fed Com #1H



- ر -

C.C.

OGX Resources LLC Copperhead 31 Fed Com #1H

EXHIBIT "B"

To Communitization Agreement dated May 1, 2011 Embracing Lot 7 and the NE/4 NE/4 of Section 31; and the E/2 SE/4 and SE/4 NE/4 of Section 30, T-26-S, R-29-E, N.M.P.M., Eddy County, New Mexico

Operator of Communitized Area: OGX Resources LLC

DESCRIPTION OF LEASES COMMITTED

<u>TRACT NO. 1</u>

Lease No. 1:

Lessor: Lessee: Date: Lease Serial No.: Recorded: Description of Land Committed:

Royalty Rate: Name & Percentage ORRI Owners: Name & Percentage WI Owners: United States of America OGX Resources LLC January 1, 2009 NMNM-121474 Unrecorded Insofar and only insofar as said lease covers Lot 7 of Section 31, T26S-R29E, Eddy County, New Mexico 12.50% None

100%

TRACT NO. 2

OGX Resources LLC

Lease No. 1: Lessor: Lessee: Date: Recorded: Description of Land Committed:

No. of Acres: Royalty Rate: Pooling Clause: Name & Percentage ORRI Owners: Name & Percentage WI Owners:

Lease No. 2:

Lessor: Lessee: Date: Recorded: Description of Land Committed: Mary Lou Cassidy, dssp Veritas 321 Energy Partners, LP June 25, 2008 Book 751, Page 292, Eddy County Records Insofar and only insofar as said lease covers the **NE/4 NE/4 of** Section 31, T26S-R29E, Eddy County, New Mexico 40.00 acres 25.00% (1/4th) Lessee is granted the right to pool the lease premises None OGX Resources LLC 100%

John E. Cassidy, dssp Veritas 321 Energy Partners, LP June 25, 2008 Book 751, Page 299, Eddy County Records Insofar and only insofar as said lease covers the NE/4 NE/4 of Section 31, T26S-R29E, Eddy County, New Mexico

BUOK 859 PAGE 0486

OGX Resources LLC Copperhead 31 Fed Com #1H

No. of Acres: Royalty Rate: Pooling Clause: Name & Percentage ORRI Owners: Name & Percentage WI Owners:

Lease No.3: Lessor: Lessee: Date: Recorded: Description of Land Committed:

No. of Acres: Royalty Rate: Pooling Clause: Name & Percentage ORRI Owners: Name & Percentage WI Owners:

Lease No. 4: Lessor: Lessee: Date: Recorded: Description of Land Committed:

No. of Acres: Royalty Rate: Pooling Clause: Name & Percentage ORRI Owners: Name & Percentage WI Owners;

<u>Lease No. 5:</u>

Lessor: Lessee: Date: Recorded: Description of Land Committed:

No. of Acres: Royalty Rate: Pooling Clause: Name & Percentage ORRI Owners: Name & Percentage WI Owners: 40.00 acres 25.00% (1/4th) Lessee is granted the right to pool the lease premises None OGX Resources LLC 100%

Harry Lee Harrison, Jr., dssp Veritas 321 Energy Partners, LP June 25, 2008 Book 751, Page 311, Eddy County Records Insofar and only insofar as said lease covers the NE/4 NE/4 of Section 31, T26S-R29E, Eddy County, New Mexico 40.00 acres 25.00% (1/4th) Lessee is granted the right to pool the lease premises None OGX Resources LLC 100%

CBAT Corp. a Texas corporation Veritas 321 Energy Partners, LP June 27, 2008 Book 755, Page 498, Eddy County Records Insofar and only insofar as said lease covers the NE/4 NE/4 of Section 31, T26S-R29E, Eddy County, New Mexico 40.00 acres 20.00% (1/5th) Lessee is granted the right to pool the lease premises None OGX Resources LLC 100%

Jane Appling Sigler and husband, Jimmie B. Sigler Veritas 321 Energy Partners, LP June 27, 2008 Book 751, Page 302, Eddy County Records Insofar and only insofar as said lease covers the NE/4 NE/4 of Section 31, T26S-R29E, Eddy County, New Mexico 40.00 acres 20.00% (1/5th) Lessee is granted the right to pool the lease premises None OGX Resources LLC 100%

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BOOK 859 PAGE 0487 OGX Resources LLC Copperhead 31 Fed Com #1H

Lease No. 6: Lessor: Lessee: Date Recorded: Description of Land Committed:

No. of Acres: Royalty Rate: Pooling Clause: Name & Percentage ORRI Owners: Name & Percentage WI Owners:

Lease No. 7:

Lessor: Lessee: Date: Recorded: Description of Land Committed:

No. of Acres: Royalty Rate: Pooling Clause: Name & Percentage ORRI Owners: Name & Percentage WI Owners: Shirley R. Ireland, dssp Veritas 321 Energy Partners, LP June 25, 2008 Book 751, Page 308, Eddy County Records Insofar and only insofar as said lease covers the **NE/4 NE/4** of Section 31, T26S-R29E, Eddy County, New Mexico 40.00 acres 25.00% (1/4th) Lessee is granted the right to pool the lease premises None OGX Resources LLC 100%

Dorothy H. Martyn, dssp Veritas 321 Energy Partners, LP June 25, 2008 Book 751, Page 305, Eddy County Records Insofar and only insofar as said lease covers the NE/4 NE/4 of Section 31, T26S-R29E, Eddy County, New Mexico 40.00 acres 25.00% (1/4th) Lessee is granted the right to pool the lease premises None OGX Resources LLC 100%

Lease No. 8 (Subject to Compulsory Pooling Order No. R-13407, copy attached as Exhibit C):

Lessor: Lessee: Date: Recorded: Description of Land Committed:

No. of Acres: Royalty Rate: Pooling Clause: Name & Percentage ORRI Owners: Name & Percentage WI Owners: Ray Properties Chesapeake Exploration, L.L.C. August 15, 2008 Book 755, Page 282, Eddy County Records **NE/4 NE/4** of Section 31, T26S-R29E, Eddy County, New Mexico 40.00 acres 25.00% (1/4th) Lessee is granted the right to pool the lease premises None Chesapeake Exploration, L.L.C. 100%

Lease No. 9 (Subject to Compulsory Pooling Order No. R-13407, copy attached as Exhibit C):

Lessor: Lessee: Date: Recorded: Description of Land Committed: T. D. Rutland, purporting to deal in his sole and separate Property Chesapeake Exploration, L.L.C. August 15, 2008 Book 755, Page 797, Eddy County Records Insofar and only insofar as said lease covers the NE/4 NE/4 of Section 31, T26S-R29E, Eddy County, New Mexico 40.00 acres

No. of Acres:

BOOK 859 PAGE 0488

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OGX Resources LLC Copperhead 31 Fed Com #1H

| - D 14 D -+ | 20.000/ (1/c th) |
|---|--|
| Royalty Rate: | 20.00% (1/5 th) |
| Pooling Clause: Name & Percentage ORRI Owners: | Lessee is granted the right to pool the lease premises None |
| Name & Percentage WI Owners: | Chesapeake Exploration, L.L.C. 100% |
| | • • |
| | Pooling Order No. R-13407, copy attached as Exhibit C): |
| Lessor: | MBJW Limited Partnership |
| Lessee: | Chesapeake Exploration, L.L.C. |
| Date: | August 15, 2008 |
| Recorded: | Book 756, Page 462, Eddy County Records |
| Description of Land Committed: | NE/4 NE/4 of Section 31, T26S-R29E, |
| and the second se | Eddy County, New Mexico |
| No. of Acres: | 40.00 acres |
| Royalty Rate: | 25.00% (1/4 th) |
| Pooling Clause: | Lessee is granted the right to pool the lease premises |
| Name & Percentage ORRI Owners: | None |
| Name & Percentage WI Owners: | Chesapeake Exploration, L.L.C. 100% |
| Lease No. 11 (Subject to Compulsory | Pooling Order No. R-13407, copy attached as Exhibit C): |
| Lessor: | James A. Walton Oil & Gas, L.P. |
| Lessee: | Chesapeake Exploration, L.L.C. |
| Date: | August 15, 2008 |
| Recorded: | Book 757, Page 471, Eddy County Records |
| Description of Land Committed: | NE/4 NE/4 of Section 31, T26S-R29E |
| | Eddy County, New Mexico |
| No. of Acres: | 40.00 acres |
| Royalty Rate: | 25.00% (1/4 th) |
| Pooling Clause: | Lessee is granted the right to pool the lease premises |
| Name & Percentage ORRI Owners: | None |
| Name & Percentage WI Owners: | Chesapeake Exploration, L.L.C. |
| | Pooling Order No. R-13407, copy attached as Exhibit C): |
| Lessor: Lessee: | Judkins T. Walton, dssp |
| | Chesapeake Exploration, L.L.C. |
| Date: Recorded: | August 15, 2008 |
| Description of Land Committed: | Book 757, Page 477, Eddy County Records |
| Description of Land Committed: | NE/4 NE/4 of Section 31, T26S-R29E |
| No. of Acres: | 40.00 acres |
| Royalty Rate: | 25.00% (1/4 th) |
| Pooling Clause: | NE/4 NE/4 of Section 31, 126S-R29E Eddy County, New Mexico 40.00 acres 25.00% (1/4 th) Lessee is granted the right to pool the lease premises None |
| Name & Percentage ORRI Owners: | None |
| Name & Percentage WI Owners: | Chesapeake Exploration, L.L.C. 100% |
| Name & Teleonage WTOwners. | Chesapeare Exploration, E.L.C. 10076 |
| Lease No. 13 (Subject to Compulsory | Pooling Order No. R-13407, copy attached as Exhibit C): |
| Lessor: | Alvin F. Walvoord, Jr., dssp |
| Lessee: | Chesapeake Exploration, L.L.C. |
| Date: | September 8, 2008 |
| Recorded: | Book 758, Page 203, Eddy County Records |
| Description of Land Committed: | NE/4 NE/4 of Section 31, T26S-R29E |
| | Eddy County, New Mexico |
| | |

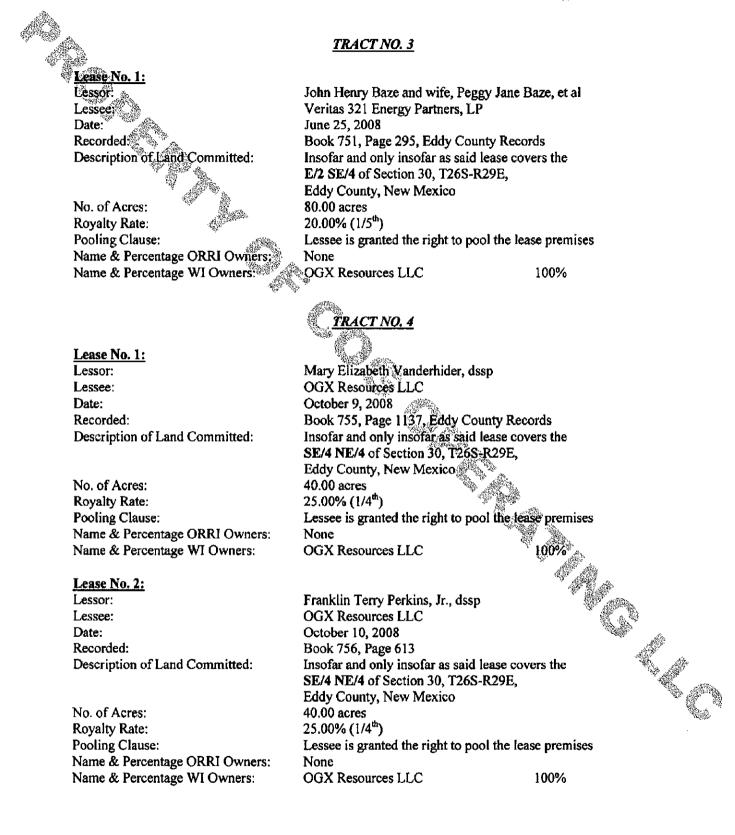
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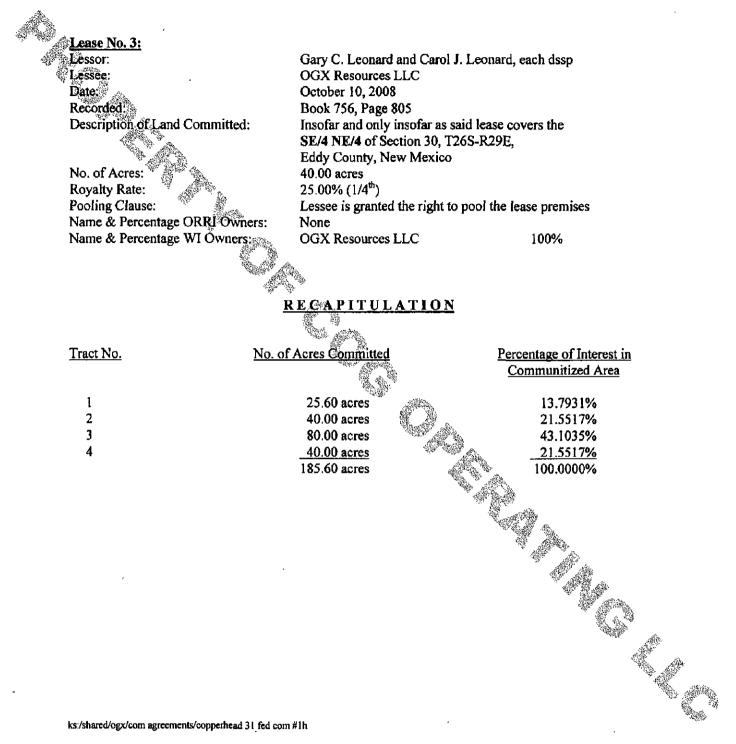
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No. of Acres: 40.00 acres Royalty Rate: $20.00\% (1/5^{th})$ Pooling Clause: Lessee is granted the right to pool the lease premises Name & Percentage ORRI Owners: None Name & Percentage WI Owners: Chesapeake Exploration, L.L.C. 100% Lease No. 14 (Subject to Compulsory Pooling Order No. R-13407, copy attached as Exhibit C): Lessor: Clara Frances Walvoord Hudspeth, dssp Lessee: Chesapeake Exploration, L.L.C. Date: September 10, 2008 Book 760, Page 499, Eddy County Records Recorded: Description of Land Committed: NE/4 NE/4 of Section 31, T26S-R29E Eddy County, New Mexico No. of Acres: 40.00 acres Royalty Rate: 20.00% (1/5th) Pooling Clause: Lessee is granted the right to pool the lease premises Name & Percentage ORRI Owners: None 100% Name & Percentage WI Owners: Chesapeake Exploration, L.L.C. Lease No. 15: HRH Properties, Ltd Lessor: Lessee: OGX Acreage Fund, LP Date: February 8, 2011 Book 845, Page 605, Eddy County Records Recorded: **Description of Land Committed:** Insofar and only insofar as said lease covers the NE/4 NE/4 of Section 31, T26S-R29E, Eddy County, New Mexico No. of Acres: 40.00 acres 25.00% (1/4th) Royalty Rate: Lessee is granted the right to pool the lease premises Pooling Clause: Name & Percentage ORRI Owners: None Name & Percentage WI Owners: OGX Acreage Fund, LP Lease No. 16: Lessor: Gayle D. Fogelson, dssp Lessee: OGX Acreage Fund, LP Date: October 20, 2010 Book 832, Page 790, Eddy County Records Recorded: Description of Land Committed: Insofar and only insofar as said lease covers the NE/4 NE/4 of Section 31, T26S-R29E, Eddy County, New Mexico No. of Acres: 40.00 acres **Royalty Rate:** 25.00% (1/4th) **Pooling Clause:** Lessee is granted the right to pool the lease premises Name & Percentage ORRI Owners: None Name & Percentage WI Owners: OGX Acreage Fund, LP 100%

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OGX Resources LLC Copperhead 31 Fed Com #1H





FOOK 859 PAGE 0492

EXHIBIT "C"

To Communitization Agreement dated May 1, 2011 Embracing Lot 7 and the NE/4 NE/4 of Section 31; and the E/2 SE/4 and SE/4 NE/4 of Section 30, T-26-S, R-29-E, N.M.P.M., Eddy County, New Mexico OGX Resources LLC Copperhead 31 Fed Com #1H

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

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

> CASE NO. 14637 ORDER NO. R-13407

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

ORDER OF THE DIVISION

BY THE DIVISION:

This case came on for hearing at 8:15 a.m. on April 28, 2011 and on May 26, 2011 at Santa Fe, New Mexico, before Examiner David K. Brooks

NOW, on this 9th day of June, 2011, the Division Director, having considered the testimony, the record and the recommendations of the Examiner,

FINDS THAT:

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

(2) OGX Resources LLC ("Applicant"), seeks approval of a non-standard 185.6-acre, more or less, oil spacing and proration unit and project area ("the Unit") in the Bone Spring formation consisting of the SE/4 NE/4 and E/2 SE/4 of Section 30, and Lot 7 and the NE/4 NE/4 (E/2 NE/4 equivalent) of Section 31, Township 26 South, Range 29 East, NMPM, in Eddy County, New Mexico. Applicant further seeks an order pooling all uncommitted interests in the Unit in the Bone Spring formation.

(3) The Unit is to be dedicated to Applicant's Copperhead 31 Federal Com. Well No. 1H ("the proposed well"), a horizontal well to be drilled from a standard surface location 480 feet from the South line and 480 feet from the East line (Lot 7 - Unit H) of Section 31. The well will penetrate the Bone Spring formation at a standard oil well location approximately 680 feet from the South line and 474 feet from the East line (Lot 7 - Unit H) of Section 31 and continue horizontally in the Bone Spring to a standard Case No. 14637 Order No. R-13407 Page 2 of 5

terminus, or bottomhole location, 1650 feet from the North line and 330 feet from the East line (Unit H) of Section 30.

(4) This is a wildcat area in the Bone Spring formation. Accordingly, spacing is governed by statewide Rule 15.9.A [19.15.15.9.A NMAC], which provides for standard 40-acre units, each comprising a governmental quarter-quarter section or lot. The Unit consists of six adjacent standard spacing units.

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

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

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

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

The Division concludes that:

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

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

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

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

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

(12) OGX Resources LLC should be designated the operator of the proposed well and of the Unit. 15

Case No. 14637 Order No. R-13407 Page 3 of 5

(13) Any pooled working interest owner who does not pay its share of estimated well costs should have withheld from production its share of reasonable well costs plus an additional 200% thereof as a reasonable charge for the risk involved in drilling the well.

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

IT IS THEREFORE ORDERED THAT:

(1) A non-standard 1856-acre, more or less, wildcat oil spacing and proration unit (the Unit) is hereby established in the Bone Spring formation, consisting of the SE/4 NE/4 and E/2 SE/4 of Section 30, and Lot 7 and the NE/4 NE/4 (E/2 NE/4 equivalent) of Section 31, Township 26 South, Range 29 East, NMPM, in Eddy County, New Mexico.

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

(3) The Unit shall be dedicated to Applicant's Copperhead 31 Federal Com. Well No. 1H ("the proposed well"), a horizontal well to be drilled from a standard surface location 480 feet from the South and East lines (Lot 7 - Unit H) of Section 31. The well will penetrate the Bone Spring formation at a standard oil well location approximately 680 feet from the South line and 474 feet from the East line (Lot 7 - Unit H) of Section 31 and continue horizontally in the Bone Spring to a standard terminus, or bottomhole location, 1650 feet from the North line and 330 feet from the East line (Unit H) of Section 30.

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

(5) In the event the operator does not commence drilling the proposed well on or before June 15, 2012, Ordering Paragraphs (1) and (2) shall be of no effect, unless the operator obtains a time extension from the Division Director for good cause demonstrated by satisfactory evidence.

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

Case No. 14637 Order No. R-13407 Page 4 of 5

Division for an amendment to this Order to contract the Unit so that it includes only those quarter guarter sections or lots in which the well is completed.

(7) Upon final plugging and abandonment of the proposed well and any other well drilled on the Unit pursuant to Division Rule 13.9 [19.15.13.9 NMAC], the pooled unit created by this Order shall terminate, unless this order has been amended to authorize further operations.

(8) OGX Resources LLC (OGRID 217955) is hereby designated the operator of the well and of the Unit.

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

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

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

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

(13) The operator is hereby authorized to withhold the following costs and charges from production: 17

Case No. 14637 Order No. R-13407 Page 5 of 5

(a)

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

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

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

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

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

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

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

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

STATE OF NEW MEXICO OIL CONSERVATION DIVISION

JAMI BAILEY Director

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RECEPTION NO: 1106984 STATE CAN NEW MEXICO, COUNTY OF EDDY RECORDED 07/11/2011 8:16 AM BOOK 0859 PAGE 0478 DARLENE ROSPRIM, COUNTY CLERK

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Federal Communitization Agreement

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Contract No.

THIS AGREEMENT entered into as of the 20th day of January, 2012, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

| Township 26 | South, Range 29 | <u>East, N.M.P.M.</u> |
|--------------------|-----------------|-------------------------|
| Section 30: | W/2SE, SWNE | |
| Section 31: | Lot 6, NWNE | Eddy County, New Mexico |

Containing <u>186.27</u> acres, and this agreement shall include only the <u>Avalon Shale and Bone Spring</u> Formation underlying said lands and the natural gas and associated liquid hydrocarbons, hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

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

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

The royalties payable on communitized substances allocated to the individual 6. 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.

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- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is January 20, 2012, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occurs in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <u>Nondiscrimination</u>. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

By:

COG Operating LLC

Date

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Gayle L. Burleson VP-New Mexico

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF MIDLAND

On this _____day of ______, 2012, before me, a Notary Public for the State of Texas , personally appeared Gayle L. Burleson, known to me to be the VP-New Mexico of COG Operating LLC.

(SEAL)

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My Commission Expires

Notary Public

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

COG Production LP

Date

COG Acreage LP

_____ By: Title:

OXY USA Inc.

By: ______ Title: ______

Date

Date

.

)) ss.)

ACKNOWLEDGEMENT

STATE OF TEXAS

)) ss.)

COUNTY OF MIDLAND

On this day of , 2012, before me, a Notary Public for the State of Texas, personally appeared Gayle L. Burleson, known to me to be the VP-New Mexico of COG Production LLC.

(SEAL)

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My Commission Expires

Notary Public

STATE OF TEXAS

COUNTY OF MIDLAND

)) ss.)

On this day of ______, 2012, before me, a Notary Public for the State of Texas, personally appeared Gayle L. Burleson, known to me to be the VP-New Mexico of COG Acreage LP.

(SEAL)

My Commission Expires

Notary Public

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STATE OF_____)) ss. COUNTY OF_____)

On this day of _____, 20__, before me, a Notary Public for the State of , personally appeared , known to me to be the of OXY USA Inc. , the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

Copperhead 31 Federal Com #2H

EXHIBIT "A"

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Plat of communitized area covering 186.27 acres in Sections 30 and 31 of T26S, R29E, N.M.P.M. Eddy County, New Mexico

Copperhead 31 Federal Com #2H

| BHL: 1650' FNL & 2140' FEL | Tracts 2: Fee Leases (SW/4 NW/4 of Sec. 30) | |
|-------------------------------|---|--|
| | Tract 3: Fee Lease (E/2 SW/4 Sec. 30) | |
| | | |
| | Tracts 4: Fee Leases (NW/4 NE/4 of Sec. 31) | |
| SHL: 480' FSL & 2140' FEL | Tract 1: NM-121474 (Lot 6, Sec. 31) | |

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

EXHIBIT "B"

To Communitization Agreement Dated January 20, 2012, embracing the following described land in Eddy County, New Mexico.

Operator of Communitized Area: <u>COG Operating LLC</u>

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DESCRIPTION OF LEASES COMMITTED

| <u>Tract No. 1</u> | | |
|---|---|--|
| Lease Serial Number: | NM-121474 | |
| Lease Date: | January 1, 2009 | |
| Lease Term: | Ten (10) years | |
| Lessor: | United States of America | |
| Present Lessee: | COG Production LLC | |
| Description of Land Committed: | Township 26 South, Range 29 East, NMPM Section 31: Lot 6 | |
| Number of Acres: | 26.27 | |
| Royalty Rate: | 12.50% | |
| Name and Percent ORRI Owners: | N/A | |
| Name and Percent of Working Interest Owners: | OXY USA, Inc.: .500000 COG Production LLC: .500000 | |

Tract No. 2

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| Lease Serial Number: | FEE Book 755, Page 1137 |
|---|---|
| Lease Date: | October 10, 2008 |
| Lease Term: | Three (3) years |
| Lessor: | Mary Elizabeth Vanderhider |
| Present Lessee: | COG Production LLC |
| Description of Land Committed: | Township 26 South, Range 29 East, NMPM Section 30: SW/4 NE/4 |
| Number of Acres: | 40.00 |
| Pooling Clause: | Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement. |
| Royalty Rate: | 25.00% |
| Name and Percent ORRI Owners: | N/A |
| Name and Percent of Working Interest Owners: | COG Production LLC: .166667 OXY USA, Inc.: .166667 |

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| Lease Serial Number: | FEE Book 756, Page 613 |
|---|---|
| Lease Date: | October 10, 2008 |
| Lease Term: | Three (3) years |
| Lessor: | Franklin Terry Perkins Jr. |
| Present Lessee: | COG Production LLC |
| Description of Land Committed: | Township 26 South, Range 29 East, NMPM Section 30: S <u>W/4 NE/4</u> |
| Number of Acres: | 40.00 |
| Pooling Clause: | Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement. |
| Royalty Rate: | 25.00% |
| Name and Percent ORRI Owners: | N/A |
| Name and Percent of Working Interest Owners: | COG Production LLC: .166667 OXY USA, Inc.: .166667 |

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| Lease Serial Number: | FEE Book 756, Page 805 |
|---|---|
| Lease Date: | October 10, 2008 |
| Lease Term: | Three (3) years |
| Lessor: | Carol J. Leonard, and husband, Gary C. Leonard |
| Present Lessee: | COG Production LLC |
| Description of Land Committed: | Township 26 South, Range 29 East, NMPM Section 30: S <u>W/4 NE/4</u> |
| Number of Acres: | 40.00 |
| Pooling Clause: | Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement. |
| Royalty Rate: | 25.00% |
| Name and Percent ORRI Owners: | N/A |
| Name and Percent of Working Interest Owners: | COG Production LLC: .166667 OXY USA, Inc.: .166667 |

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Tract No. 3

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| Lease Serial Number: | FEE Book 751, Page 295 |
|---|---|
| Lease Date: | June 25, 2008 |
| Lease Term: | Three (3) years |
| Lessor: | John Henry Baze, and wife, Peggy Jane Baze, et al |
| Present Lessee: | COG Production LLC |
| Description of Land Committed: | Township 26 South, Range 29 East, NMPM Section 30: W/2 SE/4 |
| Number of Acres: | 80.00 |
| Pooling Clause: | Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement. |
| Royalty Rate: | 20.00% |
| Name and Percent ORRI Owners: | N/A |
| Name and Percent of Working Interest Owners: | COG Production LLC:.500000OXY USA, Inc.:.500000 |

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Tract No. 4

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| Lease Serial Number: | FEE Book 757, Page 738 |
|---|---|
| Lease Date: | October 10, 2008 |
| Lease Term: | Three (3) years |
| Lessor: | Carmex, Inc., a New Mexico Corporation |
| Present Lessee: | COG Production LLC |
| Description of Land Committed: | Township 26 South, Range 29 East, NMPM Section 31: NW/4 NE/4 |
| Number of Acres: | 40.00 |
| Pooling Clause: | Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement. |
| Royalty Rate: | 25.00% |
| Name and Percent ORRI Owners: | N/A |
| Name and Percent of Working Interest Owners: | COG Production LLC: .055556 OXY USA, Inc.: .055556 |

| Lease Serial Number: | FEE Book 818, Page 993 |
|---|---|
| Lease Date: | June 21, 2010 |
| Lease Term: | Three (3) years |
| Lessor: | Richard M. Hulett |
| Present Lessee: | COG Acreage LP |
| Description of Land Committed: | Township 26 South, Range 29 East, NMPM Section 31: NW/4 NE/4 |
| Number of Acres: | 40.00 |
| Pooling Clause: | Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement. |
| Royalty Rate: | 20.00% |
| Name and Percent ORRI Owners: | OGX Royalty Fund, LP: .0062500 |
| Name and Percent of Working Interest Owners: | COG Acreage LP: .0049032 COG Production LLC: .0575967 OXY USA, Inc.: .0625000 |

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| Lease Serial Number: | FEE Book 818, Page 996 |
|---|---|
| Lease Date: | June 21, 2010 |
| Lease Term: | Three (3) years |
| Lessor: | Sandra Hulett Melton |
| Present Lessee: | COG Acreage LP |
| Description of Land Committed: | Township 26 South, Range 29 East, NMPM Section 31: NW/4 NE/4 |
| Number of Acres: | 40.00 |
| Pooling Clause: | Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement. |
| Royalty Rate: | 20.00% |
| Name and Percent ORRI Owners: | OGX Royalty Fund, LP: .0062500 |
| Name and Percent of Working Interest Owners: | COG Acreage LP: .0049032 COG Production LLC: .0575967 OXY USA, Inc.: .0625000 |

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| Lease Serial Number: | FEE Book 822, Page 91 |
|---|---|
| Lease Date: | June 16, 2010 |
| Lease Term: | Five (5) years |
| Lessor: | Wayne C. Earnheart, dealing in his ssp |
| Present Lessee: | COG Acreage LP |
| Description of Land Committed: | Township 26 South, Range 29 East, NMPM Section 31: <u>NW/4 NE/4</u> |
| Number of Acres: | 40.00 acres |
| Pooling Clause: | Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement. |
| Royalty Rate: | 20.00% |
| Name and Percent ORRI Owners: | OGX Royalty Fund, LP: .0166667 |
| Name and Percent of Working Interest Owners: | COG Acreage LP: .0130753 COG Production LLC: .1535913 OXY USA, Inc.: .1666667 |

| Lease Serial Number: | FEE Book 863, Page 858 |
|---|---|
| Lease Date: | April 4, 2011 |
| Lease Term: | Three (3) years |
| Lessor: | Marsha Lynn McGahey |
| Present Lessee: | Chesapeake Exploration, LLC |
| Description of Land Committed: | Township 26 South, Range 29 East, NMPM Section 31: <u>NW/4 NE/4</u> |
| Number of Acres: | 40.00 acres |
| Pooling Clause: | Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement. |
| Royalty Rate: | Memorandum |
| Name and Percent ORRI Owners: | N/A |
| Name and Percent of Working Interest Owners: | Chesapeake Exploration, LLC: .05556 |

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| Lease Serial Number: | FEE Book 863, Page 864 |
|--|---|
| Lease Date: | August 21, 2011 |
| Lease Term: | Three (3) years |
| Lessor: | Louise Ferguson, aka Mary Louise Ferguson |
| Present Lessee: | Chesapeake Exploration, LLC |
| Description of Land Committed: | Township 26 South, Range 29 East, NMPM Section 31: <u>NW/4 NE/4</u> |
| Number of Acres: | 40.00 acres |
| Pooling Clause: | Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement. |
| Royalty Rate: | Memorandum |
| Name and Percent ORRI Owners: | N/A |
| Name and Percent of Working Interest Owners | Chesaneake Exploration JIC: 12500 |

Working Interest Owners:

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Chesapeake Exploration, LLC: .12500

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| Lease Serial Number: | FEE Book 863, Page 866 |
|---|---|
| Lease Date: | February 25, 2011 |
| Lease Term: | Three (3) years |
| Lessor: | Vicki Woods Trust, by Mary Louise Ferguson, Trustee and Mary Louise Ferguson, ssp |
| Present Lessee: | Chesapeake Exploration, LLC |
| Description of Land Committed: | Township 26 South, Range 29 East, NMPM Section 31: <u>NW/4 NE/4</u> |
| Number of Acres: | 40.00 acres |
| Pooling Clause: | Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement. |
| Royalty Rate: | Memorandum |
| Name and Percent ORRI Owners: | N/A |
| Name and Percent of Working Interest Owners: | Chesapeake Exploration, LLC: .12500 |

RECAPITULATION

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| Tract No. | No. of Acres Committed | Percentage of Interest in Communitized Area |
|-----------|------------------------|--|
| 1 | 26.27 | 14.103% |
| 2 | 40.00 | 21.474% |
| 3 | 80.00 | 42.948% |
| 4 | 40.00 | 21.474% |
| Total | 186.27 | 100.000% (4 places or less) |