

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

**APPLICATION OF COG OPERATING LLC
FOR COMPULSORY POOLING, EDDY COUNTY,
NEW MEXICO.**

Case No. 21219

**APPLICATION OF COG OPERATING LLC
FOR COMPULSORY POOLING, EDDY COUNTY,
NEW MEXICO.**

Case No. 21220

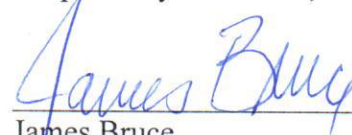
MEWBOURNE OIL COMPANY'S RESPONSE TO MOTION TO STRIKE

Mewbourne Oil Company ("Mewbourne") submits this Response to COG Operating LLC's ("COG") Motion To Strike Or, In The Alternative, To Supplement The Record (the "Motion"):

1. Mewbourne does not object to admission of the additional information supplied to the Division by COG.
2. However, Mewbourne clarifies the information set forth in COG's Motion: Attached hereto as Attachment 1 is the Affidavit of Corey Mitchell, which evidences that Mewbourne (i) agreed to an election extension, and (ii) agreed to continue settlement negotiations.

WHEREFORE, Mewbourne agrees to let subsequent settlement discussions into the record.

Respectfully submitted,



James Bruce
Post Office Box 1056
Santa Fe, New Mexico 87504
(505) 982-2043

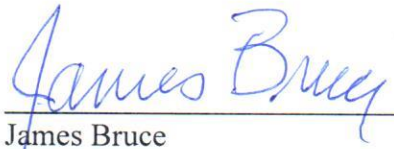
Attorney for Mewbourne Oil Company

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing pleading was served upon the following counsel of record this 12th day of August, 2020 by e-mail:

Ocean-Munds-Dry
omundsdry@concho.com

Michael Rodriguez
mrodriguez@concho.com



James Bruce

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AFFIDAVIT OF COREY MITCHELL

Corey Mitchell, being duly sworn upon his oath, deposes and states:

1. I am over the age of 18, and have personal knowledge of the matters stated herein.
2. I am a landman for Mewbourne Oil Company ("Mewbourne").
3. I have reviewed the Affidavit of Ashley Roush attached to COG Operating LLC's ("COG") Motion. While the affidavit is basically correct insofar as it goes, Mewbourne did in fact agree to extend the subject election deadline for the proposed wells in the N/2 of Section 6.
4. Subsequent to the e-mail between Ms. Roush and me, I had contact with Mark Carter of COG on July 17th. That e-mail is attached hereto as **Exhibit A**. It was accompanied by a revised settlement agreement, and stated that Mewbourne would agree to a one week extension of the election deadline in order to effect the settlement. Mewbourne never heard back from COG.
5. In addition, the election letter from COG did not state that COG "would not participate in its (Mewbourne's) proposed wells because COG has already proposed its preferred development plan to Mewbourne." It stated no such thing; it simply stated that "Concho has elected not to participate." The letter is attached hereto as **Exhibit B**.

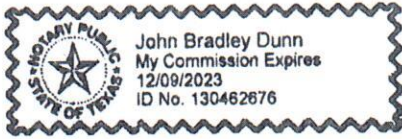
ATTACHMENT /

Corey Mitchell
Corey Mitchell

SUBSCRIBED AND SWORN TO before me this 11TH day of August, 2020 by
Corey Mitchell.

My Commission Expires: 12/09/2023

John Bradley Dunn
Notary Public



Corey Mitchell

From: Corey Mitchell
Sent: Friday, July 17, 2020 9:08 AM
To: Mark Carter
Cc: Ashley Roush
Subject: Devon 6 Fee Wells
Attachments: Concho Letter Agreement.docx

Mark,

Pursuant to our conversation, Mewbourne Oil Company is agreeable to extending COG's elections under its Devon 6 Fee well proposals until Friday, July 24, 2020. This is to allow time for MOC and COG to enter into a Letter Agreement. This should be more than enough time as COG has already executed a version of said Letter Agreement before. To assist in accomplishing this, I have attached a revised letter agreement for your use that takes into account the points we discussed.

The attached is in line with the previous letter agreement as it covers the exact same lands and general terms. The only exception is I excluded the language concerning the hearing/cases since the hearing has already taken place. Furthermore, I revised the last paragraph to mirror what was agreed to by Devon and COG in its Letter of Intent dated June 23, 2020.

Please review and let me know if you have any questions. I hope your root canal goes smoothly today. Thanks.

Corey Mitchell
Mewbourne Oil Company
500 West Texas, Suite 1020
Midland, TX 79701
Bus. (432) 682-3715

EXHIBIT

A



Jeff Gasch
Vice President of Delaware Basin

July 16, 2020

Mewbourne Oil Company
Fasken Center
500 West Texas, Suite 1020
Midland, TX 79701

Attn: Mitch Robb

Re: Devon 6 W0AD Fee 1H
Devon 6 W1AD Fee 2H
Devon 6 W0HE Fee 1H
Devon 6 W1HE Fee 2H
N2 of Section 6, T25S, R28E
Eddy County, New Mexico

Transmitted via Email

Ladies and Gentlemen,

Concho Operating LLC ("Concho") is in receipt of Mewbourne Oil Company's ("Mewbourne") proposals for the above-mentioned wells under the Joint Operating Agreement, dated February 15, 2005. Please be advised that Concho has elected **not to participate** in the drilling of these wells.

We appreciate Mewbourne's interest in Concho's acreage, and would request that all future correspondence regarding Concho acreage continue to be directed to our Joint Ventures group for the most efficient handling. The address is as follows:

COG Operating LLC
600 W. Illinois Avenue
Midland, TX 79701
Attn: Joint Interest Ventures
jiv@concho.com

Sincerely,

DocuSigned by:

Jeff Gasch

904512269C5F4F0...

Jeff Gasch
Vice President of Delaware Basin

EXHIBIT

B