

A.A.P.L. FORM 610 - 1989

MODEL FORM OPERATING AGREEMENT

OPERATING AGREEMENT

DATED

EFFECTIVE September 1st , 2020 ,

OPERATOR EOG Resources, Inc.

CONTRACT AREA Township 24 South, Range 32 East, N.M.P.M.

Section 16: E/2

Section 9: SE/4

COUNTY OF Lea , STATE OF New Mexico

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AMERICAN ASSOCIATION OF PETROLEUM
LANDMEN, 4100 FOSSIL CREEK BLVD.
FORT WORTH, TEXAS, 76137, APPROVED FORM.

A.A.P.L. NO. 610 - 1989

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- 1 a. Drilling and Completion Costs—Operator has the right to demand and receive from the parties (or any of them) in its discretion;
2 payment of their respective share or shares of the entire estimated amount of the expenses to be incurred in operations for Drilling;
3 Deepening, Sidetracking, Testing, Completion and equipping of a well in the amount of the "Drilling and Completion costs" set
4 forth on the applicable AFE. Such right may be exercised by submitting to each such party an itemized AFE of the estimated
5 expense. Such AFE shall be submitted no earlier than sixty (60) days prior to the estimated date of spudding the applicable well and
6 the party shall pay Operator its proportionate share of such estimated expense within thirty (30) days after receiving such AFE, or
7 be deemed to have given non-consent on the proposed operations (regardless of the election the party may have otherwise made).
8
9 b. Adjustments—Proper adjustment shall be made between such advance payments and the actual expenses incurred to the end that
10 each party shall bear and pay its proportionate share of the actual expenses incurred, and no more.
11
12 8.) Any assignment or transfer of an Oil and Gas Lease or Oil and Gas Interest subject to this Operating Agreement shall relieve the
13 transferor from liability for the cost and expense of operations conducted thereafter, provided that the transferor shall remain liable for
14 and shall cause to be paid its proportionate part of the cost and expense of all operations conducted prior to the actual transfer, except
15 costs and expenses arising out of or directly related to a specific operation in which the transferor elected (or was deemed to have elected)
16 not to participate pursuant to Article VI. From and after the effective date of said assignment or transfer, the transferee shall be deemed
17 to be a party to this Operating Agreement.
18
19 9.) Initial well will be proposed no sooner than 90 days prior to Spud.
20 This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

21 IN WITNESS WHEREOF, this agreement shall be effective as of the 1st, day of September, 2020.

22 EOG Resources, Inc., who has prepared and circulated this form for execution, represents and warrants
23 that the form was printed from and, with the exception(s) listed below, is identical to the AAPL Form 610-1989 Model Form
24 Operating Agreement, as published in computerized form by Forms On A Disk, Inc. No changes, alterations, or
25 modifications, other than those made by strikethrough and/or insertion and that are clearly recognizable as changes in
26 Articles _____, have been made to the form.
27

28
29 ATTEST OR WITNESS:

30 OPERATOR

31 EOG RESOURCES, INC.

32
33 By Wendy Dalton

34
35 Wendy Dalton

36 Type or print name

37
38 Title Agent and Attorney-In-Fact

39
40 Date _____

41
42 Tax ID or S.S. No. _____

43
44
45
46 NON-OPERATORS

47
48 FIRST ROSWELL COMPANY

49
50 By _____

51
52 Thomas E. Jennings

53 Type or print name

54
55 Title President

56
57 Date _____

58
59 Tax ID or S.S. No. _____

60
61
62
63
64 THOMAS E. JENNINGS

65 Ex. A-12Pg.422

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Tax ID or S.S. No. _____

ACKNOWLEDGMENTS

Note: The following forms of acknowledgment are the short forms approved by the Uniform Law on Notarial Acts. The validity and effect of these forms in any state will depend upon the statutes of that state.

Corporate Acknowledgment:

State of Texas)
) ss.
County of Midland)

This instrument was acknowledged before me on _____, 2020 by Wendy Dalton, as Agent and Attorney-In-Fact of EOG Resources, Inc., a Delaware corporation.

(Seal, if any) _____

My commission expires: _____

Acknowledgment in a representative capacity:

State of _____)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2020 by Thomas E. Jennings, as President of First Roswell Company, Ltd., a New Mexico corporation.

(Seal, if any) _____

My commission expires: _____

Acknowledgment in an individual capacity:

State of _____)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2020 by Thomas E. Jennings.

(Seal, if any) _____

My commission expires: _____

EXECUTED this twenty-seventh day of October 2020.

NON-OPERATORS

First Roswell Company, Ltd.

By: J F Management Company
General Partner


By: Thomas E. Jennings
President

Thomas E. Jennings


Thomas E. Jennings

ADDRESS

Post Office Box 1797
Roswell, New Mexico 88202.1797

PHONE

575/623.8331

EMAIL

tomejennings@gmail.com

TAX IDENTIFICATION NUMBER

85-0253919

ADDRESS

Post Office Box 1797
Roswell, New Mexico 88202.1797

PHONE

575/623.8331

EMAIL

tomejennings@gmail.com

SOCIAL SECURITY NUMBER


585.18.1015

ACKNOWLEDGMENTS

STATE OF NEW MEXICO}
COUNTY OF CHAVES } SS

The foregoing instrument was acknowledged before me this twenty-seventh day of October 2020 by Thomas E. Jennings, a married man dealing in his sole and separate property.


My commission expires: 21 December 2023


A D Jones, Notary Public

STATE OF NEW MEXICO}
COUNTY OF CHAVES } SS

The foregoing instrument was acknowledged before me this twenty-seventh day of October 2020 by Thomas E. Jennings, President of JF Management Company, General Partner of FIRST ROSWELL COMPANY, LTD., a New Mexico Limited Partnership, on behalf of said partnership.

My commission expires: 21 December 2023


A D Jones, Notary Public