

**From:** Randy Howard <rhoward@nearburg.com> on behalf of Randy Howard  
**Sent:** Tuesday, November 25, 2014 12:13 PM  
**To:** Brent Sawyer  
**Subject:** FW: SRO correction term assignment  
**Attachments:** SRO Unit JOA With Revisions.pdf; Nearburg Correction Term Asmt.docx

Brent,

The way I read the Correction Term Assignment, Nearburg would own an overriding royalty as allocated under the JOA. However, the JOA states Nearburg owns a 0.00415092 ORI in all wells. Please confirm how COG plans to allocate per the JOA and not pay based on the interest set out therein. We are not trying to complicate matters, but feel we need to stipulate exactly what we own, or will own, after executing the Corr. Term Asgmt.

Thank you,

Randy

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**From:** Brent Sawyer [<mailto:BSawyer@concho.com>]  
**Sent:** Monday, November 24, 2014 7:40 AM  
**To:** Randy Howard  
**Subject:** RE: SRO correction term assignment

Randy:

Here you go!

Also, seems I forgot to mention that the body of the form is the one you have seen before. When we spoke in our meeting a few weeks ago you said it was ok.

Thanks  
Brent

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**From:** Randy Howard [<mailto:rhoward@nearburg.com>]  
**Sent:** Friday, November 21, 2014 3:53 PM  
**To:** Brent Sawyer  
**Cc:** Aaron Myers  
**Subject:** RE: SRO correction term assignment

Brent,

I am working on this, but have hit a snag myself. It appears Nearburg never received a copy of the SRO Unit Operating Agreement. Is there any way you could have someone scan a copy and forward it to my attention?

Thank you,

Randy Howard  
Land Manager  
Nearburg Producing Company

BEFORE THE OIL CONVERSATION  
DIVISION  
Santa Fe, New Mexico  
Exhibit No. 17  
Submitted by: COG Operating LLC  
Hearing Date: May 4, 2016

432-818-2914 (direct line)  
432-599-0382 (cell)

**From:** Brent Sawyer [mailto:BSawyer@concho.com]  
**Sent:** Tuesday, November 18, 2014 11:32 AM  
**To:** Randy Howard  
**Cc:** Aaron Myers  
**Subject:** SRO correction term assignment

Randy:

Attached you should find the form of correction assignment we hope you will find acceptable. As we discussed a few weeks ago in our meeting, this correction will be to tie the term of the assignment to the Unit Operating Agreement (which will persist as long as any contributed leases persist), instead of to the Unit Agreement (already voluntarily dissolved). I think everything should be acceptable except there are probably some changes to the well information requirements on "Exhibit A"?

If you would like any changes go right ahead but please track them.

Thanks

**Brent Sawyer, RPL**  
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