
From Randy Howard <rhoward@nearburg.com> on behalf of Randy Howard
Sent Friday November 21 2014 3 53 PM
To Brent Sawyer
Cc Aaron Myers
Subject RE SRO correction term assignment
Attachments Nearburg Correction Term Asmt docx

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
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
Land Specialist
One Concho Center
600 W Illinois Avenue
Midland Texas 79701
p 432 686 3015
c 512 997 5954
f 432 221 0856

NMOCC CASE Nos 15441 15481 15457
NEX SRO2 LLC AND SRO3 LLC
Exhibit No 27
February 28 2017



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Correction Term Assignment of Oil and Gas Lease

By Term Assignment of Oil and Gas Lease dated effective July 1 2009 recorded in Book 790 Page 530 of the Official Public Records of Eddy County New Mexico (the Original Assignment) Nearburg Exploration Company assigned to Marbob Energy Corporation an undivided interest in that certain Oil & Gas Lease (the Lease) covering the W/2 of Section 20 Township 26 South Range 28 East N M P M described in further detail herein below Following the execution and recording of the Original Assignment certain errors were identified in the Original Assignment

Assignor and Assignee identified herein below agree to correct and replace the Original Assignment as follows

For consideration paid the receipt and sufficiency of which are hereby acknowledged Nearburg Exploration Company L L C (Assignor) whose address is P O Box 823085 Dallas Texas 75382 3085 does hereby grant bargain sell assign and convey to COG Operating LLC as successor in interest to Marbob Energy Corporation (Assignee) whose address is 600 West Illinois Ave Midland TX 79701 subject to the terms and provisions and the exceptions and reservations hereinafter set forth the entire interest in and to that certain oil and gas lease (the Lease) from State of New Mexico as Lessor to Nearburg Exploration Company L L C as Lessee State of New Mexico Serial No V0 7450 dated July 1 2005 covering the following described lands in Eddy County New Mexico

Township 26 South, Range 28 East, N M P M

Section 20 W/2

containing 20 00 acres more or less

limited to the interval from the surface down to the base of the Bone Spring Formation as defined in the Unit Operating Agreement hereinafter described

together with such contractual rights easements rights of way and other rights held by Assignor as are necessary or convenient to the development and operation of said lands for the production of oil and gas (the interest and other rights being assigned hereby being collectively referred to herein as the Subject Interests) Assignor expressly retains such rights and easements as may be necessary to its own development and operation of the lands and depths covered by said lease that are not conveyed hereby or which may revert to Assignor as hereinafter provided

This Assignment is made subject to all royalty overriding royalty and other burdens affecting the Subject Interests In addition Assignor excepts from this Assignment and reserves to itself an overriding royalty interest equal to the difference between (a) twenty five percent (25%) of 8/8 of the oil and gas that may be produced saved and marketed from said lands and (b) the aggregate of all royalty overriding royalty production payment and other non cost bearing interests now existing as burdens against the interest assigned hereby The overriding royalty interest (i) shall be computed and paid at the same time and in the same manner as royalty payable to the lessor under the terms of the applicable oil and gas lease is computed and paid (ii) shall bear its proportionate share of all taxes and assessments levied upon or against or measured by the production of oil and gas therefrom and (iii) shall be proportionately reduced if and to the extent that this Assignment conveys to Assignee less than the full and undivided oil and gas working interest leasehold in such lands or any part thereof The reservation of the overriding royalty interest shall imply no leasehold preservation drilling or development obligation on the part of Assignee No change in the ownership of the overriding royalty interest shall be binding on Assignee until Assignee has been furnished either the original a certified copy or a legible reproduced copy of the recorded instrument or instruments effecting the change in ownership

The rights and interests assigned hereby shall be limited to a term commencing on the effective date hereof and extending so long thereafter as the Lease remains subject to the Unit Operating Agreement hereinafter described according to the terms of the Unit Operating Agreement

During the drilling of any well located on the Subject Interests or on lands covered by the Unit Operating Agreement Assignor's authorized representatives shall have access at all times to each well but such access shall be at Assignor's sole risk and expense In addition Assignor shall have access to all cores cuttings logs and other information of whatever nature obtained during the drilling of such well Assignee further agrees to furnish Assignor daily drilling reports and other pertinent well information and data as specified in the Well Information Requirements

attached hereto and made a part hereof as Exhibit A with respect to all wells drilled on the Subject Interests or on lands covered by the Unit Operating Agreement

The Subject Interests and Assignor's reserved overriding royalty interest shall during the term of this Assignment and not thereafter be subject to the terms and provisions of that certain Unit Operating Agreement dated May 8 2009 naming Marbob Energy Corporation as Operator of the prospect area identified as the SRO State Exploratory Unit (the Unit Operating Agreement) Oil and gas produced from lands embraced by said Unit Operating Agreement shall be allocated to the Subject Interests and to Assignor's overriding royalty interest as provided therein and oil and gas production and operations on any such lands shall while the Subject Interests remain subject to the Unit Operating Agreement be considered as though taking place on the lands described in the lease or leases assigned hereby (except for purposes of the allocation of oil and gas produced therefrom)

Assignor warrants and agrees to defend title to the interests assigned hereby against all persons claiming or to claim the same by through and under Assignor but not otherwise This assignment shall be binding on the parties hereto and their respective successors and assigns

Executed on the dates of Assignor's and Assignee's respective acknowledgments annexed hereto but effective as of July 1 2009

COG Operating LLC
Mona Ables
Vice President of Land

Nearburg Exploration Company LLC
Randy Howard
Land Manager

Concho Oil & Gas LLC
Mona Ables
Vice President of Land

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

This instrument was acknowledged before me this ___ day of _____ 20__ by Mona D Ables Vice President of Land of COG Operatin_ LLC a Delaware limited liability company on behalf of said company

Notary Public of the State of Texas
My Commission expires _____

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

This instrument was acknowledged before me this ___ day of _____ 20__ by Mona D Ables Vice President of Land of Concho Oil & Gas LLC a Texas limited liability company on behalf of said company

Notary Public of the State of Texas
My Commission expires _____

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

This instrument was acknowledged before me this ___ day of _____ 20__ by Randy Howard Land Manager of Nearburg Exploration Company L L C a Texas limited liability company on behalf of said company

Notary Public of the State of Texas

Exhibit A'

Attached to and made a part of that certain Term Assignment dated effective July 1 2009 Nearburg Exploration Company L L C Assignor COG Operating LLC Assignee

WELL INFORMATION REQUIREMENTS

Well Name Footage
 Location
 County/State Lea/New Mexico
 Operator Marbob Exploration Company

Operator agrees to furnish to Nearburg Exploration Company L L C and Nearburg Producing Company the information requested herein to reasonably observe the requests made herein by Nearburg and to allow Nearburg the rights and privileges set forth below

A DRILLING AND MUDLOGGER REPORTS

Copies of any and all daily drilling and mudlogger reports containing current depth and status general summary deviation surveys mud properties daily and cumulative costs background gas and drilling break intervals in which a show is present with a description of show and the lithology containing the show Daily well and mudlogger reports should be e mailed daily by 10 30 a.m CST and if requested a weekly recap mailed/faxed to the following

NEARBURG EXPLORATION COMPANY L L C
Drilling Reports
 3300 N A Street Building 2 Suite 120
 Midland Texas 79705
 Attn Sarah Jordan sjordan@nearburg.com
 FAX (432) 687 4130

NEARBURG EXPLORATION COMPANY L L C
Mudlogs and Electric Logs
 3300 N A Street Building 2 Suite 120
 Midland Texas 79705
 Attn Johnny Reyes jreyes@nearburg.com and to
 Bill Elton belton@nearburg.com
 FAX (432) 687 5403

B WELLDATA

The following listed data should be mailed as follows

	NEARBURG EXPLORATION COMPANY L L C 3300 N A Street Building 2 Suite 120 Midland, Texas 79705 Attn Johnny Reyes Bill Elton Butch Willis or S Jordan as designated below	NEARBURG PRODUCING COMPANY P O Box 823085 Dallas Texas 75382 3085 Attn Duane Davis	
1	Copy of survey plats permit to drill and other regulatory forms and letters filed with any governmental agencies	MIDLAND Sarah Jordan (1)	DALLAS 0
2	Copy of the drilling and completion procedures 48 hours prior to commencement of operation	Butch Willis (1)	Duane Davis (1)
3	Copy of daily mud logs	Johnny Reyes (1)	Duane Davis (1)
4	Copies of the final mud log	Johnny Reyes (2)	Duane Davis (1)
5	Copies of the field prints of all logs run in the well	Johnny Reyes (1)	Duane Davis (1)
	Put LAS & PDS Print Files (including repeat section) on Interact belton@nearburg.com		Notify Bill Elton @
6	Copies of the final composite prints of all logs run in well	Johnny Reyes (1)	Duane Davis (1)
7	Copy of well log customer diskette 3 1/2" LAS format or CD	Johnny Reyes (1)	Duane Davis (1)
8	One initial and final copy		of any DST coring sample

analysis formation fluid
analysis or test reports
on the well

Bill Elton (1)

Duane Davis (1)

9 Upon request well history at
completion of the well

Sarah Jordan (1)

Duane Davis (1)

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Well Information Requirements

		MIDLAND	DALLAS
10	Copy of the bit record and mud recap	Butch Willis (1)	0
11	One copy of Operator's State Production Report (monthly)	Sarah Jordan (1)	0
12	One sample cut of all samples if any collected by mudlog crew	Johnny Reyes (1)	0
13	One (1) completed slabbed section of any whole core (chips from those portions removed for special analysis)	Johnny Reyes (1)	0
15	One (1) copy each of all title opinions governmental OCD examiner and commission hearing orders and curative instruments covering the spacing unit for the well should be sent to		
	NEARBURG EXPLORATION COMPANY L L C 3300 N A Building 2 Suite 120 Midland Texas 79705 Attn Terry Gant	NEARBURG PRODUCING COMPANY P O Box 823085 Dallas Texas 75382 3085 Attn Kathie Craft	

C NOTIFICATION

1. Nearburg shall provide 24 hour notice of the following events: spaced wireline logging, open hole testing, coring or plugging of the well. Notification should be by phone to one of the following persons in the order indicated:

	OFFICE	HOME	CELL
Bill Elton (Geology)	(432) 818 2920	(432) 697 9923	(432) 528 9749
Tim Speer (Engineering)	(432) 818 2930	(432) 694 6749	(432) 528 8036
Terry Gant (Land)	(432) 818 2901	(432) 687-4744	(432) 528 1121

2. If you anticipate a major decision (plugging casing point etc) that involves Nearburg over a weekend or holiday please notify Bill Elton, Tim Speer or Terry Gant by phone (in the order listed).

3. For hours **EMERGENCIES** please dial 800-451 8235. If this number does not pick up, dial 432 688 0883. Follow instructions to leave an Emergency Message. An automatic system will activate personnel pagers company wide.

4. SLB InterACT Request access for Bill Elton and Tim Speer D.

ACCESS TO LOCATION

Nearburg Producing Company and Nearburg Exploration Company L L C its employees consultants or agents shall have full and free access to the drilling location to include the derrick floor AND mudlogging unit at all times without restriction, and all well operation and information obtained or conducted during the drilling, completing or production of any well to which Nearburg is entitled to receive such information.

E SPECIAL REQUIREMENTS FOR ADDITIONAL WELL INFORMATION

Nearburg Producing Company and Nearburg Exploration Company L L C reserve the right to run a velocity survey, acoustic surveys or other well bore logs or tests including the Schlumberberger resistivity density and FMI for spot ELAN analysis and DST(s) to determine the true depth of the casing point, as well as the amount of fluid in the well. Nearburg shall have information or surveys. In addition, Nearburg may require operator to run a two man mudlogging unit.

F WELL PROGNOSIS

Prior to any operation, Operator shall furnish to Nearburg, well completion prognosis specifying as abled the proposed work for the proposed operation. Such prognosis shall be sent to Nearburg not later than 48 hours prior to commencement of any such operation.

In the event that any of the requirements herein are unacceptable to Operator, Operator should contact Terry Gant at the numbers and/or address specified above.

