



February 25, 2020

FEB 27 2020 4:03 PM

Via CMRRR No. 91 7199 9991 7039 7968 9183
New Mexico Oil Conservation Division
1220 South St. Francis Drive
Santa Fe, NM 87505

Re: Well Proposal Under Order No. R-21135
Myox 31 State Com 501H
E/2E/2 of Sections 30 & 31, T25S-R28E
Eddy County, New Mexico

Well Proposal Under Order No. R-21136
Myox 31 State Com 502H
W/2E/2 of Sections 30 & 31, T25S-R28E
Eddy County, New Mexico

Well Proposal Under Order No. R-21137
Myox 31 State Com 503H
E/2W/2 of Sections 30 & 31, T25S-R28E
Eddy County, New Mexico

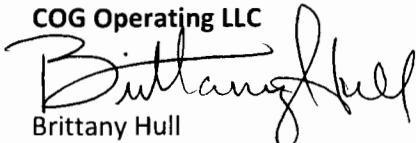
Dear Sir or Madam:

Enclosed please find copies of the correspondence and itemized schedule of estimated costs pursuant to Paragraph 23 of the above referenced Orders.

Should you have any questions, please contact me at 432.688.6609 or bhull@concho.com.

Sincerely,

COG Operating LLC



Brittany Hull
Land Coordinator II

Enc



February 24, 2020

Via CMRRR No. 9489 0090 0027 6155 1660 00

Chevron U.S.A. Inc.

6301 Deauville

Midland, TX 79706

Attn: Kristin Hunter

Re: Well Proposal Under Order No. R-21135
Myox 31 State Com 501H
E/2E/2 of Sections 30 & 31, T25S-R28E
Eddy County, New Mexico

Well Proposal Under Order No. R-21136
Myox 31 State Com 502H
W/2E/2 of Sections 30 & 31, T25S-R28E
Eddy County, New Mexico

Well Proposal Under Order No. R-21137
Myox 31 State Com 503H
E/2W/2 of Sections 30 & 31, T25S-R28E
Eddy County, New Mexico

Dear Sir or Madam:

COG Operating, LLC ("COG") hereby previously proposed and now hereby propose the following horizontal wells with productive laterals located in the E/2 and E/2W/2 of Sections 30 and 31, T25S-R28E, Eddy County, New Mexico, under Compulsory Pooling Order Nos. as described above.

- **Myox 31 State Com 501H**, to be drilled to a depth sufficient to test the 2nd Bone Spring formation at a total vertical depth of 8,000' and a total measured depth of 18,000'. The surface location for this well is proposed at a legal location of 290' FSL & 1305' FEL OR in Unit P of Section 31, and a bottom hole location at a legal location of 50' FNL & 660' FEL OR in Unit A of Section 30. The dedicated project area will be the E/2 E/2 of Sections 30 & 31, T25S-R28E, Eddy County, New Mexico. The total estimated cost to drill and complete said well is \$9,213,600.00, as shown on the attached Authority for Expenditure ("AFE").
- **Myox 31 State Com 502H**, to be drilled to a depth sufficient to test the 2nd Bone Spring formation at a total vertical depth of 8,000' and a total measured depth of 18,000'. The surface location for this well is proposed at a legal location of 290' FSL & 1335' FEL OR in Unit O of Section 31, and a bottom hole location at a legal location of 50' FNL & 1980' FEL OR in Unit B of Section 30. The dedicated project area will be the W/2 E/2 of Sections 30 & 31, T25S-R28E, Eddy County, New Mexico. The total estimated cost to drill and complete said well is \$9,213,600.00, as shown on the attached AFE.
- **Myox 31 State Com 503H**, to be drilled to a depth sufficient to test the Bone Spring formation at a total vertical depth of 8,000' and total measured depth of 18,000'. The surface location is proposed at a legal location in Unit N of Section 31, T25S-R28E, and the bottom hole location at a legal location in Unit C of Section 30, T25S-R28E. The dedicated project area will be the E2W2 of Sections 30 and 31, T25S-R28E, Eddy County, New Mexico. The total estimated cost to drill and complete said well is \$9,213,600.00, as shown on the attached Authority for Expenditure ("AFE").

As stated, COG has received Compulsory Pooling orders for the captioned lands, which I have enclosed for your review. Your interest in these lands has been pooled under the terms of the Orders. Pursuant to the Orders, if you wish to participate in the Operations described above, please indicate so in the space provided below, and sign and return the enclosed AFE within 30 days of receipt of this correspondence, along with a check for your proportionate share of the above proposed well costs payable to COG Operating LLC within 30 days of election. Our records credit Chevron U.S.A. Inc., with an estimated 4.82641518% working interest (subject to review by a title attorney) in the **Myox 31 State Com 501H & 502H**, and an estimated 47.013145% working interest (subject to review by a title attorney) in the **Myox 31 State Com 503H**. which makes your estimated cost to participate in each, the 501H & 502H wells \$444,686.59 and \$4,331,603.13 to participate in the 503H well. Please indicate your election in the space provided below.

In the meantime, should you have any questions, please do not hesitate to contact me at 432.221.0452 or tmacha@concho.com.

Sincerely,

COG Operating LLC



Travis Macha
Landman II

TM:bh
Enc

WELL	ELECT TO PARTICIPATE IN THE DRILLING AND COMPLETION	ELECT <i>not</i> TO PARTICIPATE IN THE DRILLING AND COMPLETION
Myox 31 State Com 501H		
Myox 31 State Com 502H		
Myox 31 State Com 503H		

Chevron U.S.A. Inc.

By: _____
Name: _____
Title: _____
Date: _____

COG OPERATING LLC
AUTHORITY FOR EXPENDITURE
Drill & Complete

Well Name	MYOX 31 ST COM 501H					Prospect	ATLAS 2528	
SHL	31: 290 FSL, 1305 FEL OR UNIT P					State & County	NEW MEXICO, EDDY	
BHL	30: 50 FNL, 660 FEL OR UNIT A					Objective	DRILL & COMPLETE	
Formation	2ND BONE SPRING					Depth	18,000'	
Legal	30 & 31, T2S5-R2E					TVD	8,000'	
AFE Numbers								
Cost Description	Code	PreSpud (PS)	Drilling (DR)	Completions (C)	Tank Btty Constrctn(TB)	Pmpq Equip (PEQ)	Revision	Total
Tangible Costs								
D-Surface Casing	401		\$15,900.00				\$0.00	\$15,900.00
D-Intermed Csg	402		\$87,700.00				\$0.00	\$87,700.00
D-Production Casing/Liner	403		\$265,600.00				\$0.00	\$265,600.00
D-Wellhead Equip	405		\$42,600.00				\$0.00	\$42,600.00
C-Tubing	504			\$24,300.00			\$0.00	\$24,300.00
C-Wellhead Equip	505			\$13,900.00			\$0.00	\$13,900.00
PEQ-Pumping Unit	506						\$0.00	\$0.00
PEQ-Rods	508						\$0.00	\$0.00
TB-Tanks	510				\$84,300.00		\$0.00	\$84,300.00
TB-Flowlines/Pipelines	511				\$77,200.00		\$0.00	\$77,200.00
TB-Htr Trlr/Seprtr	512				\$189,600.00		\$0.00	\$189,600.00
TB-Electrical System/Equipment	513				\$126,400.00		\$0.00	\$126,400.00
C-Pckrs/Anchors/Hgrs	514			\$34,000.00			\$0.00	\$34,000.00
TB-Couplings/Fittings/Valves	515				\$189,600.00		\$0.00	\$189,600.00
TB-Gas Lift/Compression	516				\$133,400.00		\$0.00	\$133,400.00
TB-Pumps-Surface	521				\$19,700.00		\$0.00	\$19,700.00
TB-Meters/Lacts	525				\$24,600.00		\$0.00	\$24,600.00
TB-Flares/Combusters/Emission	526				\$24,600.00		\$0.00	\$24,600.00
C-Gas Lift/Compression	527			\$8,300.00			\$0.00	\$8,300.00
PEQ-Instrumentation/SCADA/POC	529					\$7,100.00	\$0.00	\$7,100.00
PEQ-Tubing	530					\$5,000.00	\$0.00	\$5,000.00
PEQ-Wellhead Equipment	531					\$3,000.00	\$0.00	\$3,000.00
PEQ-Pumps	532					\$5,000.00	\$0.00	\$5,000.00
PEQ-Electrical System	533					\$15,100.00	\$0.00	\$15,100.00
PEQ-Packers/Anchors/Hangers	534					\$70,500.00	\$0.00	\$70,500.00
PEQ-Miscellaneous	535					\$3,000.00	\$0.00	\$3,000.00
Total Tangible Costs		\$0.00	\$411,800.00	\$80,500.00	\$869,400.00	\$108,700.00	\$0.00	\$1,470,400.00
Intangible Costs								
PS-Title/Permits	201	\$6,100.00					\$0.00	\$6,100.00
D-Insurance	202	\$1,700.00					\$0.00	\$1,700.00
PS-Damages/ROW	203	\$10,100.00					\$0.00	\$10,100.00
PS-Survey/Stake Lctn	204	\$700.00					\$0.00	\$700.00
D-Lctn/Pits/Roads	205		\$86,800.00				\$0.00	\$86,800.00
D-Drilling Overhead	206		\$5,000.00				\$0.00	\$5,000.00
D-Daywork Contract	209		\$581,800.00				\$0.00	\$581,800.00
D-Directional Drlg Services	210		\$246,900.00				\$0.00	\$246,900.00
D-Fuel & Power	211		\$139,200.00				\$0.00	\$139,200.00
D-Water	212		\$32,300.00				\$0.00	\$32,300.00
D-Bits	213		\$65,200.00				\$0.00	\$65,200.00
D-Mud & Chemicals	214		\$156,100.00				\$0.00	\$156,100.00
D-Cement Surface	217		\$12,800.00				\$0.00	\$12,800.00
D-Cement Intermed	218		\$59,900.00				\$0.00	\$59,900.00
D-Prod-2nd Int Cmt	219		\$65,200.00				\$0.00	\$65,200.00
D-Float Equipment & Centralizers	221		\$50,400.00				\$0.00	\$50,400.00
D-Csg Crews & Equip	222		\$33,000.00				\$0.00	\$33,000.00
D-Contract Labor	225		\$10,100.00				\$0.00	\$10,100.00
D-Company Sprvsn	226		\$40,400.00				\$0.00	\$40,400.00
D-Contract Sprvsn	227		\$65,200.00				\$0.00	\$65,200.00
D-Tstg Csg/Tbg	228		\$33,000.00				\$0.00	\$33,000.00
D-Mud Logging Unit	229		\$21,500.00				\$0.00	\$21,500.00
D-Perf/Wireline Svc	231		\$2,700.00				\$0.00	\$2,700.00
D-Rentals-Surface	235		\$173,500.00				\$0.00	\$173,500.00
D-Rentals-Subsrfc	236		\$149,300.00				\$0.00	\$149,300.00
D-Trucking/Forklift/Rig Mob	237		\$113,700.00				\$0.00	\$113,700.00
D-Welding Services	238		\$3,400.00				\$0.00	\$3,400.00
D-Contingency	243		\$41,700.00				\$0.00	\$41,700.00
D-Envrnmntl/Clsd Loop	244		\$233,400.00				\$0.00	\$233,400.00
C-Lctn/Pits/Roads	305			\$4,900.00			\$0.00	\$4,900.00
C-Frac Equipment	307			\$900,300.00			\$0.00	\$900,300.00
C-Frac Chemicals	308			\$548,500.00			\$0.00	\$548,500.00
C-Frac Proppant	309			\$853,500.00			\$0.00	\$853,500.00
C-Frac Proppant Transportation	310			\$133,300.00			\$0.00	\$133,300.00
C-Fuel & Power	311			\$8,400.00			\$0.00	\$8,400.00
C-Water	312			\$646,200.00			\$0.00	\$646,200.00
C-Bits	313			\$9,800.00			\$0.00	\$9,800.00
C-Mud & Chemicals	314			\$18,100.00			\$0.00	\$18,100.00
C-Contract Labor	325			\$9,800.00			\$0.00	\$9,800.00
C-Company Sprvsn	326			\$15,400.00			\$0.00	\$15,400.00
C-Contract Sprvsn	327			\$210,800.00			\$0.00	\$210,800.00
C-Tstg Csg/Tbg	328			\$2,800.00			\$0.00	\$2,800.00
C-Perf/Wireline Svc	331			\$361,500.00			\$0.00	\$361,500.00
C-Stimulation/Treating	332			\$6,300.00			\$0.00	\$6,300.00
C-Completion Unit	333			\$31,400.00			\$0.00	\$31,400.00
C-Rentals-Surface	335			\$240,800.00			\$0.00	\$240,800.00
C-Rentals-Subsrfc	336			\$34,200.00			\$0.00	\$34,200.00
C-Trucking/Forklift/Rig Mob	337			\$11,200.00			\$0.00	\$11,200.00
C-Welding Services	338			\$2,800.00			\$0.00	\$2,800.00
C-Water Disposal	339			\$31,400.00			\$0.00	\$31,400.00
C-Contingency	343			\$203,100.00			\$0.00	\$203,100.00
C-Envrnmntl/Clsd Loop	344			\$2,800.00			\$0.00	\$2,800.00
C-Dyed Diesel	345			\$335,700.00			\$0.00	\$335,700.00
C-Coil Tubing	346			\$318,900.00			\$0.00	\$318,900.00
C-Flowback Crews & Lquip	347			\$32,100.00			\$0.00	\$32,100.00
TB-Location/Pits/Roads	353				\$61,400.00		\$0.00	\$61,400.00
TB-Contract Labor	356				\$148,000.00		\$0.00	\$148,000.00
TB-Water Disposal	362				\$87,700.00		\$0.00	\$87,700.00
PEQ-Contract Labor	374					\$5,500.00	\$0.00	\$5,500.00
PEQ-Contract Supervision	376					\$5,000.00	\$0.00	\$5,000.00
PEQ-Completion Unit	381					\$10,500.00	\$0.00	\$10,500.00
PEQ-Rentals-Surface	383					\$7,000.00	\$0.00	\$7,000.00
PEQ-Trkg/Forklift/Rig Mobilization	385					\$3,000.00	\$0.00	\$3,000.00
Total Intangible Costs		\$18,600.00	\$2,422,500.00	\$4,974,000.00	\$297,100.00	\$31,000.00	\$0.00	\$7,743,200.00
Total Gross Cost		\$18,600.00	\$2,834,300.00	\$5,054,500.00	\$1,166,500.00	\$139,700.00	\$0.00	\$9,213,600.00
Note: The above costs are estimates only. Actual costs will be billed as incurred.								

Note: The above costs are estimates only. Actual costs will be billed as incurred.

COG Operating LLC

By: _____

Date Prepared: _____

COG Operating LLC

We approve:

% Working Interest

By: _____

Company:
By: _____

Printed Name: _____
Title: _____
Date: _____

This AFE is only an estimate. By signing you agree to pay your share of the actual costs incurred.

COG OPERATING LLC
AUTHORITY FOR EXPENDITURE
Drill & Complete

Well Name	MYOX 31 ST COM 502H	Prospect	ATLAS 752R
SHL	31: 290 FSL, 1335 FFL OR UNIT O	State & County	NEW MEXICO, EDDY
BHL	30: 50 FNL, 1980 FEL OR UNIT B	Objective	DRILL & COMPLETE
Formation	2ND BONE SPRING	Depth	18,000'
Legal	30 & 31, T25S-R28E	TVD	8,000'
AFE Numbers			

Cost Description	Code	PreSpud (PS)	Drilling (DR)	Completions (C)	Tank Btty Constrctn(TB)	Pmpq Equip (PEQ)	Revision	Total
Tangible Costs								
D-Surface Casing	401		\$15,900.00				\$0.00	\$15,900.00
D-Intermed Csg	402		\$87,700.00				\$0.00	\$87,700.00
D-Production Casing/Liner	403		\$265,600.00				\$0.00	\$265,600.00
D-Wellhead Equip	405		\$42,600.00				\$0.00	\$42,600.00
C-Tubing	504			\$24,300.00			\$0.00	\$24,300.00
C-Wellhead Equip	505			\$13,900.00			\$0.00	\$13,900.00
PEQ-Pumping Unit	506						\$0.00	\$0.00
PEQ-Rods	508						\$0.00	\$0.00
TB-Tanks	510				\$84,300.00		\$0.00	\$84,300.00
TB-Flowlines/Pipelines	511				\$77,200.00		\$0.00	\$77,200.00
TB-Htr Trtr/Seprtr	512				\$189,600.00		\$0.00	\$189,600.00
TB-Electrical System/Equipment	513				\$126,400.00		\$0.00	\$126,400.00
C-Pckrs/Anchors/Hgrs	514			\$34,000.00			\$0.00	\$34,000.00
TB-Couplings/Fittings/Valves	515				\$189,600.00		\$0.00	\$189,600.00
TB-Gas Lift/Compression	516				\$133,400.00		\$0.00	\$133,400.00
TB-Pumps-Surface	521				\$19,700.00		\$0.00	\$19,700.00
TB-Meters/Lacts	525				\$24,600.00		\$0.00	\$24,600.00
TB-Flares/Combusters/Emission	526				\$24,600.00		\$0.00	\$24,600.00
C-Gas Lift/Compression	527			\$8,300.00			\$0.00	\$8,300.00
PEQ-Instrumentation/SCADA/POC	529					\$7,100.00	\$0.00	\$7,100.00
PEQ-Tubing	530					\$5,000.00	\$0.00	\$5,000.00
PEQ-Wellhead Equipment	531					\$3,000.00	\$0.00	\$3,000.00
PEQ-Pumps	532					\$5,000.00	\$0.00	\$5,000.00
PEQ-Electrical System	533					\$15,100.00	\$0.00	\$15,100.00
PEQ-Packers/Anchors/Hangers	534					\$70,500.00	\$0.00	\$70,500.00
PEQ-Miscellaneous	535					\$3,000.00	\$0.00	\$3,000.00
Total Tangible Costs		\$0.00	\$411,800.00	\$80,500.00	\$869,400.00	\$108,700.00	\$0.00	\$1,470,400.00

Intangible Costs

PS-Title/Permits	201	\$6,100.00					\$0.00	\$6,100.00
D-Insurance	202	\$1,700.00					\$0.00	\$1,700.00
PS-Damages/ROW	203	\$10,100.00					\$0.00	\$10,100.00
PS-Survey/Stake Lctn	204	\$700.00					\$0.00	\$700.00
D-Lctn/Pits/Roads	205		\$86,800.00				\$0.00	\$86,800.00
D-Drilling Overhead	206		\$5,000.00				\$0.00	\$5,000.00
D-Daywork Contract	209		\$681,800.00				\$0.00	\$681,800.00
D-Directional Drlg Services	210		\$246,900.00				\$0.00	\$246,900.00
D-Fuel & Power	211		\$139,200.00				\$0.00	\$139,200.00
D-Water	212		\$32,300.00				\$0.00	\$32,300.00
D-Bits	213		\$65,200.00				\$0.00	\$65,200.00
D-Mud & Chemicals	214		\$156,100.00				\$0.00	\$156,100.00
D-Cement Surface	217		\$12,800.00				\$0.00	\$12,800.00
D-Cement Intermed	218		\$59,900.00				\$0.00	\$59,900.00
D-Prod-2nd Int Cmt	219		\$65,200.00				\$0.00	\$65,200.00
D-Float Equipment & Centralizers	221		\$50,400.00				\$0.00	\$50,400.00
D-Csg Crews & Equip	222		\$33,000.00				\$0.00	\$33,000.00
D-Contract Labor	225		\$10,100.00				\$0.00	\$10,100.00
D-Company Sprvsn	226		\$40,400.00				\$0.00	\$40,400.00
D-Contract Sprvsn	227		\$65,200.00				\$0.00	\$65,200.00
D-Tstg Csg/Tbg	228		\$33,000.00				\$0.00	\$33,000.00
D-Mud Logging Unit	229		\$21,500.00				\$0.00	\$21,500.00
D-Perf/Wireline Svc	231		\$2,700.00				\$0.00	\$2,700.00
D-Rentals-Surface	235		\$173,500.00				\$0.00	\$173,500.00
D-Rentals-Subsrfc	236		\$149,300.00				\$0.00	\$149,300.00
D-Trucking/Forklift/Rig Mob	237		\$113,700.00				\$0.00	\$113,700.00
D-Welding Services	238		\$3,400.00				\$0.00	\$3,400.00
D-Contingency	243		\$41,700.00				\$0.00	\$41,700.00
D-Envrnmntl/Clsd Loop	244		\$233,400.00				\$0.00	\$233,400.00
C-Lctn/Pits/Roads	305			\$4,900.00			\$0.00	\$4,900.00
C-Frac Equipment	307			\$900,300.00			\$0.00	\$900,300.00
C-Frac Chemicals	308			\$548,500.00			\$0.00	\$548,500.00
C-Frac Proppant	309			\$853,500.00			\$0.00	\$853,500.00
C-Frac Proppant Transportation	310			\$133,300.00			\$0.00	\$133,300.00
C-Fuel & Power	311			\$8,400.00			\$0.00	\$8,400.00
C-Water	312			\$646,200.00			\$0.00	\$646,200.00
C-Bits	313			\$9,800.00			\$0.00	\$9,800.00
C-Mud & Chemicals	314			\$18,100.00			\$0.00	\$18,100.00
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C-Company Sprvsn	326			\$15,400.00			\$0.00	\$15,400.00
C-Contract Sprvsn	327			\$210,800.00			\$0.00	\$210,800.00
C-Tstg Csg/Tbg	328			\$2,800.00			\$0.00	\$2,800.00
C-Perf/Wireline Svc	331			\$361,500.00			\$0.00	\$361,500.00
C-Stimulation/Treating	332			\$6,300.00			\$0.00	\$6,300.00
C-Completion Unit	333			\$31,400.00			\$0.00	\$31,400.00
C-Rentals-Surface	335			\$240,800.00			\$0.00	\$240,800.00
C-Rentals-Subsrfc	336			\$34,200.00			\$0.00	\$34,200.00
C-Trucking/Forklift/Rig Mob	337			\$11,200.00			\$0.00	\$11,200.00
C-Welding Services	338			\$2,800.00			\$0.00	\$2,800.00
C-Water Disposal	339			\$31,400.00			\$0.00	\$31,400.00
C-Contingency	343			\$203,100.00			\$0.00	\$203,100.00
C-Envrnmntl/Clsd Loop	344			\$2,800.00			\$0.00	\$2,800.00
C-Dyed Diesel	345			\$335,700.00			\$0.00	\$335,700.00
C-Coil Tubing	346			\$318,900.00			\$0.00	\$318,900.00
C-Flowback Crews & Equip	347			\$32,100.00			\$0.00	\$32,100.00
TB-Location/Pits/Roads	353				\$61,400.00		\$0.00	\$61,400.00
TB-Contract Labor	356				\$148,000.00		\$0.00	\$148,000.00
TB-Water Disposal	362				\$87,700.00		\$0.00	\$87,700.00
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PEQ-Contract Supervision	376					\$5,000.00	\$0.00	\$5,000.00
PEQ-Completion Unit	381					\$10,500.00	\$0.00	\$10,500.00
PEQ-Rentals-Surface	383					\$7,000.00	\$0.00	\$7,000.00
PEQ-Trkg/Forklift/Rig Mobilization	385					\$3,000.00	\$0.00	\$3,000.00
Total Intangible Costs		\$18,600.00	\$2,422,500.00	\$4,974,000.00	\$297,100.00	\$31,000.00	\$0.00	\$7,743,200.00

Total Gross Cost	\$18,600.00	\$2,834,300.00	\$5,054,500.00	\$1,166,500.00	\$139,700.00	\$0.00	\$9,213,600.00
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Note: The above costs are estimates only. Actual costs will be billed as incurred.

COG Operating LLC

By: _____

Date Prepared: _____

We approve:

% Working Interest

COG Operating LLC

By: _____

Company: _____
By: _____

Printed Name: _____
Title: _____
Date: _____

This AFE is only an estimate. By signing you agree to pay your share of the actual costs incurred.

COG OPERATING LLC
AUTHORITY FOR EXPENDITURE
Drill & Complete

Well Name	MYOX 31 ST COM 503H	Prospect	ATLAS 2528
SHL	31: 270 FSL, 1420 FWL OR UNIT N	State & County	NEW MEXICO, EDDY
BHL	30: 50 FNL, 1980 FWL OR UNIT C	Objective	DRILL & COMPLETE
Formation	2ND BONE SPRING	Depth	18,000'
Legal	30 & 31, T255-R28E	TVD	8,000'
AFE Numbers			

Cost Description	Code	PreSpud (PS)	Drilling (DR)	Completions (C)	Tank Btty Constrctn(TB)	Pmpq Equip (PEQ)	Revision	Total
Tangible Costs								
D-Surface Casing	401		\$15,900.00				\$0.00	\$15,900.00
D-Intermed Csg	402		\$87,700.00				\$0.00	\$87,700.00
D-Production Casing/Liner	403		\$265,600.00				\$0.00	\$265,600.00
D-Wellhead Equip	405		\$42,600.00				\$0.00	\$42,600.00
C-Tubing	504			\$24,300.00			\$0.00	\$24,300.00
C-Wellhead Equip	505			\$13,900.00			\$0.00	\$13,900.00
PEQ-Pumping Unit	506						\$0.00	\$0.00
PEQ-Rods	508						\$0.00	\$0.00
TB-Tanks	510				\$84,300.00		\$0.00	\$84,300.00
TB-Flowlines/Pipelines	511				\$77,200.00		\$0.00	\$77,200.00
TB-Htr Trtr/Seprtr	512				\$189,600.00		\$0.00	\$189,600.00
TB-Electrical System/Equipment	513				\$126,400.00		\$0.00	\$126,400.00
C-Pckrs/Anchors/Hgrs	514			\$34,000.00			\$0.00	\$34,000.00
TB-Couplings/Fittings/Valves	515				\$189,600.00		\$0.00	\$189,600.00
TB-Gas Lift/Compression	516				\$133,400.00		\$0.00	\$133,400.00
TB-Pumps-Surface	521				\$19,700.00		\$0.00	\$19,700.00
TB-Meters/Lacts	525				\$24,600.00		\$0.00	\$24,600.00
TB-Flares/Combusters/Emission	526				\$24,600.00		\$0.00	\$24,600.00
C-Gas Lift/Compression	527			\$8,300.00			\$0.00	\$8,300.00
PEQ-Instrumentation/SCADA/POC	529					\$7,100.00	\$0.00	\$7,100.00
PEQ-Tubing	530					\$5,000.00	\$0.00	\$5,000.00
PEQ-Wellhead Equipment	531					\$3,000.00	\$0.00	\$3,000.00
PEQ-Pumps	532					\$5,000.00	\$0.00	\$5,000.00
PEQ-Electrical System	533					\$15,100.00	\$0.00	\$15,100.00
PEQ-Packers/Anchors/Hangers	534					\$70,500.00	\$0.00	\$70,500.00
PEQ-Miscellaneous	535					\$3,000.00	\$0.00	\$3,000.00
Total Tangible Costs		\$0.00	\$411,800.00	\$80,500.00	\$869,400.00	\$108,700.00	\$0.00	\$1,470,400.00

Intangible Costs								
PS-Title/Permits	201	\$6,100.00					\$0.00	\$6,100.00
D-Insurance	202	\$1,700.00					\$0.00	\$1,700.00
PS-Damages/ROW	203	\$10,100.00					\$0.00	\$10,100.00
PS-Survey/Stake Lctn	204	\$700.00					\$0.00	\$700.00
D-Lctn/Pits/Roads	205		\$86,800.00				\$0.00	\$86,800.00
D-Drilling Overhead	206		\$5,000.00				\$0.00	\$5,000.00
D-Daywork Contract	209		\$581,800.00				\$0.00	\$581,800.00
D-Directional Drig Services	210		\$246,900.00				\$0.00	\$246,900.00
D-Fuel & Power	211		\$139,200.00				\$0.00	\$139,200.00
D-Water	212		\$32,300.00				\$0.00	\$32,300.00
D-Bits	213		\$65,200.00				\$0.00	\$65,200.00
D-Mud & Chemicals	214		\$156,100.00				\$0.00	\$156,100.00
D-Cement Surface	217		\$12,800.00				\$0.00	\$12,800.00
D-Cement Intermed	218		\$59,900.00				\$0.00	\$59,900.00
D-Prod-2nd Int Cmt	219		\$65,200.00				\$0.00	\$65,200.00
D-Float Equipment & Centralizers	221		\$50,400.00				\$0.00	\$50,400.00
D-Csg Crews & Equip	222		\$33,000.00				\$0.00	\$33,000.00
D-Contract Labor	225		\$10,100.00				\$0.00	\$10,100.00
D-Company Sprvsn	226		\$40,400.00				\$0.00	\$40,400.00
D-Contract Sprvsn	227		\$65,200.00				\$0.00	\$65,200.00
D-Tstg Csg/Tbg	228		\$33,000.00				\$0.00	\$33,000.00
D-Mud Logging Unit	229		\$21,500.00				\$0.00	\$21,500.00
D-Perf/Wireline Svc	231		\$2,700.00				\$0.00	\$2,700.00
D-Rentals-Surface	235		\$173,500.00				\$0.00	\$173,500.00
D-Rentals-Subsrfc	236		\$149,300.00				\$0.00	\$149,300.00
D-Trucking/Forklift/Rtg Mob	237		\$113,700.00				\$0.00	\$113,700.00
D-Welding Services	238		\$3,400.00				\$0.00	\$3,400.00
D-Contingency	243		\$41,700.00				\$0.00	\$41,700.00
D-Envrnmntl/Clsd Loop	244		\$233,400.00				\$0.00	\$233,400.00
C-Lctn/Pits/Roads	305			\$4,900.00			\$0.00	\$4,900.00
C-Frac Equipment	307			\$900,300.00			\$0.00	\$900,300.00
C-Frac Chemicals	308			\$548,500.00			\$0.00	\$548,500.00
C-Frac Proppant	309			\$853,500.00			\$0.00	\$853,500.00
C-Frac Proppant Transportation	310			\$133,300.00			\$0.00	\$133,300.00
C-Fuel & Power	311			\$8,400.00			\$0.00	\$8,400.00
C-Water	312			\$646,200.00			\$0.00	\$646,200.00
C-Bits	313			\$9,800.00			\$0.00	\$9,800.00
C-Mud & Chemicals	314			\$18,100.00			\$0.00	\$18,100.00
C-Contract Labor	325			\$9,800.00			\$0.00	\$9,800.00
C-Company Sprvsn	326			\$15,400.00			\$0.00	\$15,400.00
C-Contract Sprvsn	327			\$210,800.00			\$0.00	\$210,800.00
C-Tstg Csg/Tbg	328			\$2,800.00			\$0.00	\$2,800.00
C-Perf/Wireline Svc	331			\$361,500.00			\$0.00	\$361,500.00
C-Stimulation/Treating	332			\$6,300.00			\$0.00	\$6,300.00
C-Completion Unit	333			\$31,400.00			\$0.00	\$31,400.00
C-Rentals-Surface	335			\$240,800.00			\$0.00	\$240,800.00
C-Rentals-Subsrfc	336			\$34,200.00			\$0.00	\$34,200.00
C-Trucking/Forklift/Rtg Mob	337			\$11,200.00			\$0.00	\$11,200.00
C-Welding Services	338			\$2,800.00			\$0.00	\$2,800.00
C-Water Disposal	339			\$31,400.00			\$0.00	\$31,400.00
C-Contingency	343			\$203,100.00			\$0.00	\$203,100.00
C-Envrnmntl/Clsd Loop	344			\$2,800.00			\$0.00	\$2,800.00
C-Dyed Diesel	345			\$335,700.00			\$0.00	\$335,700.00
C-Coil Tubing	346			\$318,900.00			\$0.00	\$318,900.00
C-Flowback Crews & Equip	347			\$32,100.00			\$0.00	\$32,100.00
TB-Location/Pits/Roads	353				\$61,400.00		\$0.00	\$61,400.00
TB-Contract Labor	356				\$148,000.00		\$0.00	\$148,000.00
TB-Water Disposal	362				\$87,700.00		\$0.00	\$87,700.00
PEQ-Contract Labor	374					\$5,500.00	\$0.00	\$5,500.00
PEQ-Contract Supervision	376					\$5,000.00	\$0.00	\$5,000.00
PEQ-Completion Unit	381					\$10,500.00	\$0.00	\$10,500.00
PEQ-Rentals-Surface	383					\$7,000.00	\$0.00	\$7,000.00
PEQ-Trkg/Forklift/Rtg Mobilization	385					\$3,000.00	\$0.00	\$3,000.00
Total Intangible Costs		\$18,600.00	\$2,422,500.00	\$4,974,000.00	\$297,100.00	\$31,000.00	\$0.00	\$7,743,200.00

Total Gross Cost	\$18,600.00	\$2,834,300.00	\$5,054,500.00	\$1,166,500.00	\$139,700.00	\$0.00	\$9,213,600.00
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Note: The above costs are estimates only. Actual costs will be billed as incurred.

COG Operating LLC

By: _____

Date Prepared: _____

COG Operating LLC

We approve:
% Working Interest

By: _____

Company:
By: _____

Printed Name: _____
Title: _____
Date: _____

This AFE is only an estimate. By signing you agree to pay your share of the actual costs incurred.

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

**IN THE MATTER OF APPLICATION FOR
COMPULSORY POOLING SUBMITTED BY
COG OPERATING LLC**

**CASE NO. 20979
ORDER NO. R-21135**

ORDER

The Director of the New Mexico Oil Conservation Division ("OCD"), having heard this matter through a Hearing Examiner on January 9, 2020, and after considering the testimony, evidence, and recommendation of the Hearing Examiner, issues the following Order.

FINDINGS OF FACT

1. COG Operating LLC ("Operator") submitted an application ("Application") to compulsory pool the uncommitted oil and gas interests within the spacing unit ("Unit") described in Exhibit A. The Unit is expected to be a standard horizontal spacing unit. 19.15.16.15(B) NMAC. Operator seeks to be designated the operator of the Unit.
2. Operator will dedicate the well(s) described in Exhibit A ("Well(s)") to the Unit.
3. Operator proposes the supervision and risk charges for the Well(s) described in Exhibit A.
4. Operator identified the owners of uncommitted interests in oil and gas minerals in the Unit and provided evidence that notice was given.
5. The Application was heard by the Hearing Examiner on the date specified above, during which Operator presented evidence through affidavits in support of the Application. No other party presented evidence at the hearing.

CONCLUSIONS OF LAW

6. OCD has jurisdiction to issue this Order pursuant to NMSA 1978, Section 70-2-17.
7. Operator is the owner of an oil and gas working interest within the Unit.
8. Operator satisfied the notice requirements for the Application and the hearing as required by 19.15.4.12 NMAC.
9. OCD satisfied the notice requirements for the hearing as required by 19.15.4.9 NMAC.
10. Operator has the right to drill the Well(s) to a common source of supply at the described depth(s) and location(s) in the Unit.
11. The Unit contains separately owned uncommitted interests in oil and gas minerals.
12. Some of the owners of the uncommitted interests have not agreed to commit their interests to the Unit.
13. The pooling of uncommitted interests in the Unit will prevent waste and protect correlative rights, including the drilling of unnecessary wells.
14. This Order affords to the owner of an uncommitted interest the opportunity to produce his just and equitable share of the oil or gas in the pool.

ORDER

15. The uncommitted interests in the Unit are pooled as set forth in Exhibit A.
16. The Unit shall be dedicated to the Well(s) set forth in Exhibit A.
17. Operator is designated as operator of the Unit and the Well(s).
18. If the Surface Location or Bottom Hole Location of a well is changed from the location described in Exhibit A, Operator shall submit an amended Exhibit A, which the Division shall append to this Order.
19. If the location of a well will be unorthodox under the spacing rules in effect at the time of completion, Operator shall obtain the OCD's approval for a non-standard location before commencing production of the well.

CASE NO. 20979
ORDER NO. R-21135

Page 2 of 8

20. The Operator shall commence drilling the initial well within one (1) year after the date of this Order; and (b) for an infill well, no later than thirty (30) days after completion of the well.
21. Operator shall comply with the infill well requirements in 19.15.13.9 NMAC through 19.15.13.12 NMAC.
22. This Order shall terminate automatically if Operator fails to comply with Paragraphs 20 or 21.
23. Operator shall submit to OCD and each owner of a working interest in the pool ("Pooled Working Interest") an itemized schedule of estimated costs to drill, complete, and equip the well ("Estimated Well Costs") no later than: (a) for an initial well, no later than thirty (30) days after the date of this Order; (b) for an infill well proposed by Operator, no later than (30) days after the later of the initial notice period pursuant to 19.15.13.10(B) NMAC or the extension granted by the OCD Director pursuant 19.15.13.10(D) NMAC; or (c) for an infill well proposed by an owner of a Pooled Working Interest, no later than thirty (30) days after expiration of the last action required by 19.15.13.11 NMAC.
24. No later than thirty (30) days after Operator submits the Estimated Well Costs, the owner of a Pooled Working Interest shall elect whether to pay its share of the Estimated Well Costs or its share of the actual costs to drill, complete and equip the well ("Actual Well Costs") out of production from the well. An owner of a Pooled Working Interest who elects to pay its share of the Estimated Well Costs shall render payment to Operator no later than thirty (30) days after the expiration of the election period, and shall be liable for operating costs, but not risk charges, for the well. An owner of a Pooled Working Interest who fails to pay its share of the Estimated Well Costs or who elects to pay its share of the Actual Well Costs out of production from the well shall be considered to be a "Non-Consenting Pooled Working Interest."
25. No later than within one hundred eighty (180) days after Operator submits a Form C-105 for a well, Operator shall submit to OCD and each owner of a Pooled Working Interest an itemized schedule of the Actual Well Costs. The Actual Well Costs shall be considered to be the Reasonable Well Costs unless OCD or an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If OCD or an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Reasonable Well Costs after public notice and hearing.
26. No later than sixty (60) days after the later of the expiration of the period to file a written objection to the Actual Well Costs or OCD's order determining the Reasonable Well Costs, each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs shall pay to Operator its share of the Reasonable Well

Costs that exceed the Estimated Well Costs, or Operator shall pay to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs its share of the Estimated Well Costs that exceed the Reasonable Well Costs.

27. The reasonable charges for supervision to drill and produce a well ("Supervision Charges") shall not exceed the rates specified in Exhibit A, provided however that the rates shall be adjusted annually pursuant to the COPAS form entitled "Accounting Procedure-Joint Operations."
28. No later than within ninety (90) days after Operator submits a Form C-105 for a well, Operator shall submit to OCD and each owner of a Pooled Working Interest an itemized schedule of the reasonable charges for operating and maintaining the well ("Operating Charges"), provided however that Operating Charges shall not include the Reasonable Well Costs or Supervision Charges. The Operating Charges shall be considered final unless OCD or an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If OCD or an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Operating Charges after public notice and hearing.
29. Operator may withhold the following costs and charges from the share of production due to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs: (a) the proportionate share of the Supervision Charges; and (b) the proportionate share of the Operating Charges.
30. Operator may withhold the following costs and charges from the share of production due to each owner of a Non-Consenting Pooled Working Interest: (a) the proportionate share of the Reasonable Well Costs; (b) the proportionate share of the Supervision and Operating Charges; and (c) the percentage of the Reasonable Well Costs specified as the charge for risk described in Exhibit A.
31. Each year on the anniversary of this Order, and no later than ninety (90) days after each payout, Operator shall provide to OCD and each owner of a Non-Consenting Pooled Working Interest a schedule of the revenue attributable to a well and the Supervision and Operating Costs charged against that revenue.
32. Any cost or charge that is paid out of production shall be withheld only from the share due to an owner of a Pooled Working Interest. No cost or charge shall be withheld from the share due to an owner of a royalty interests. For the purpose of this Order, an unleased mineral interest shall consist of a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest.
33. Except as provided above, Operator shall hold the revenue attributable to a well that is not disbursed for any reason for the account of the person(s) entitled to the revenue as provided in the Oil and Gas Proceeds Payment Act, NMSA 1978.

Sections 70-10-1 *et seq.*, and relinquish such revenue as provided in the Uniform Unclaimed Property Act, NMSA 1978, Sections 7-8A-1 *et seq.*

34. The Unit shall terminate if (a) the owners of all Pooled Working Interests reach a voluntary agreement; or (b) the well(s) drilled on the Unit are plugged and abandoned in accordance with the applicable rules. Operator shall inform OCD no later than thirty (30) days after such occurrence.
35. OCD retains jurisdiction of this matter for the entry of such orders as may be deemed necessary.

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



ADRIENNE SANDOVAL
DIRECTOR
AS/jag

Date: February 20, 2020

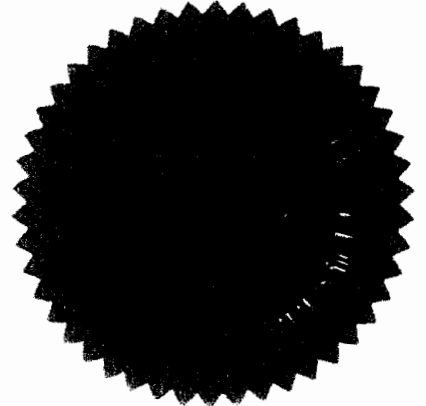


Exhibit A

CASE NO. 20979
ORDER NO. R-21135

COMPULSORY POOLING APPLICATION CHECKLIST

ALL INFORMATION IN THE APPLICATION MUST BE SUPPORTED BY SIGNED AFFIDAVITS

Case: 20979

APPLICANT'S RESPONSE

Date	January 9, 2020
Applicant	COG Operating LLC
Designated Operator & OGRID (affiliation if applicable)	229137
Applicant's Counsel	Ocean Munds Dry
Case Title:	APPLICATION OF COG OPERATING LLC FOR COMPULSORY POOLING, EDDY COUNTY, NEW MEXICO
Entries of Appearance/Intervenor:	EARL DEBRINE ON BEHALF OF EOG RESOURCES, INC
Well Family	MAXX WELLS
Formation/Pool	
Formation Name(s) or Vertical Extent	BONE SPRING
Primary Product (Oil or Gas)	OIL
Pooling this vertical extent	BONE SPRING
Pool Name and Pool Code	DELAWARE RIVER BS POOL (POOL CODE 16800)
Well Location Setback Rules:	STATEWIDE
Spacing Unit Size:	320 AC
Spacing Unit	
Type (Horizontal/Vertical)	HORIZONTAL
Size (Acres)	320
Building Blocks:	QUARTER SECTION
Orientation:	NORTH SOUTH
Description: TRS/County	F/2E/2 OF S30 & 31, T25S, R28E, EDDY COUNTY, NM
Standard Horizontal Well Spacing Unit (Y/N). If No, describe	YES
Other Situations	
Depth Severance: Y/N. If yes, description	NO
Proximity Tracts: If yes, description	NO
Proximity Defining Well. If yes, description	NO
Applicant's Ownership in Each Tract	EXHIBIT 1, ATTACHMENT B
Well(s)	
Name & API (if assigned), surface and bottom hole location, footages, completion target, orientation, completion status (standard or non-standard)	EXHIBIT 1, ATTACHMENT A

CASE NO. 20979
ORDER NO. R-21135

Page 6 of 8

Well #1	WYOX 31 STATE COME WELL NO. 501H, AP: NO. PENDING SHL 290 FSL AND 1390 FEL (UNIT P), S31-T255-R28E, N34PM BHL 50 FNL AND 576 FEL (UNIT A), S30-T255-R28E, N34PM COMPLETION TARGET: SECOND BONE SPRING AT APPROX 7750 TVD WELL ORIENTATION SOUTH TO NORTH COMPLETION LOCATION EXPECTED TO BE STANDARD
Well #2	
Horizontal Well First and Last Take Points	EXHIBIT 1, ATTACHMENT A (C-102s)
Completion Target (Formation, TVD and MD)	EXHIBIT 2, ATTACHMENT G (X-SECTION)
AFE Capex and Operating Costs	
Drilling Supervision/Month \$	\$7000/MONTH
Production Supervision/Month \$	\$700/MONTH
Justification for Supervision Costs	EXHIBIT 1 (PARA. 12), ATTACHMENT C (AFES)
Requested Risk Charge	200%, SEE APPLICATION
Notice of Hearing	
Proposed Notice of Hearing	EXHIBIT 3
Proof of Mailed Notice of Hearing (20 days before hearing)	EXHIBIT 3
Proof of Published Notice of Hearing (10 days before hearing)	EXHIBIT 3
Ownership Determination	
Land Ownership Schematic of the Spacing Unit	EXHIBIT 1, ATTACHMENT B
Tract List (including lease numbers and owners)	EXHIBIT 1, ATTACHMENT B
Pooled Parties (including ownership type)	EXHIBIT 1, ATTACHMENT B
Unlocatable Parties to be Pooled	N/A
Ownership Depth Severance (including percentage above & below)	N/A
Joinder	
Sample Copy of Proposal Letter	EXHIBIT 1, ATTACHMENT C
List of Interest Owners (ie Exhibit A of JOA)	EXHIBIT 1, ATTACHMENT B
Chronology of Contact with Non-Joined Working Interests	EXHIBIT 1 (PARA. 11 & 13), ATTACHMENT C

Overhead Rates in Proposal Letter	N/A
Cost Estimate to Drill and Complete	EXHIBIT 1, ATTACHMENT C (AFES)
Cost Estimate to Equip Well	EXHIBIT 1, ATTACHMENT C (AFES)
Cost Estimate for Production Facilities	EXHIBIT 1, ATTACHMENT C (AFES)
Geology	
Summary (including special considerations)	EXHIBIT 2
Spacing Unit Schematic	EXHIBIT 2, ATTACHMENT D
Gunbarrel/Lateral Trajectory Schematic	N/A
Well Orientation (with rationale)	EXHIBIT 2
Target Formation	BONE SPRING
HSU Cross Section	EXHIBIT 2, ATTACHMENT G
Depth Severance Discussion	N/A
Forms, Figures and Tables	
C-102	EXHIBIT 1, ATTACHMENT A
Tracts	EXHIBIT 1, ATTACHMENT B
Summary of Interests, Unit Recapitulation (Tracts)	EXHIBIT 1, ATTACHMENT B
General Location Map (including basin)	EXHIBIT 1, ATTACHMENT B
Well Bore Location Map	EXHIBIT 2, ATTACHMENT D
Structure Contour Map Subsea Depth	EXHIBIT 2, ATTACHMENT E
Cross Section Location Map (including wells)	EXHIBIT 2, ATTACHMENT F
Cross Section (including Landing Zone)	EXHIBIT 2, ATTACHMENT G
Additional Information	
CERTIFICATION: I hereby certify that the information provided in this checklist is complete and accurate.	
Printed Name (Attorney or Party Representative):	Ocean Mounds Dr. J.
Signed Name (Attorney or Party Representative):	Ocean Mounds Dr. J.
Date:	1/8/20

CASE NO. 20979
ORDER NO. R-21135

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

**IN THE MATTER OF APPLICATION FOR
COMPULSORY POOLING SUBMITTED BY
COG OPERATING LLC**

**CASE NO. 20980
ORDER NO. R-21136**

ORDER

The Director of the New Mexico Oil Conservation Division ("OCD"), having heard this matter through a Hearing Examiner on January 9, 2020, and after considering the testimony, evidence, and recommendation of the Hearing Examiner, issues the following Order.

FINDINGS OF FACT

1. COG Operating LLC ("Operator") submitted an application ("Application") to compulsory pool the uncommitted oil and gas interests within the spacing unit ("Unit") described in Exhibit A. The Unit is expected to be a standard horizontal spacing unit. 19.15.16.15(B) NMAC. Operator seeks to be designated the operator of the Unit.
2. Operator will dedicate the well(s) described in Exhibit A ("Well(s)") to the Unit.
3. Operator proposes the supervision and risk charges for the Well(s) described in Exhibit A.
4. Operator identified the owners of uncommitted interests in oil and gas minerals in the Unit and provided evidence that notice was given.
5. The Application was heard by the Hearing Examiner on the date specified above, during which Operator presented evidence through affidavits in support of the Application. No other party presented evidence at the hearing.

CONCLUSIONS OF LAW

6. OCD has jurisdiction to issue this Order pursuant to NMSA 1978, Section 70-2-17.
7. Operator is the owner of an oil and gas working interest within the Unit.
8. Operator satisfied the notice requirements for the Application and the hearing as required by 19.15.4.12 NMAC.
9. OCD satisfied the notice requirements for the hearing as required by 19.15.4.9 NMAC.
10. Operator has the right to drill the Well(s) to a common source of supply at the described depth(s) and location(s) in the Unit.
11. The Unit contains separately owned uncommitted interests in oil and gas minerals.
12. Some of the owners of the uncommitted interests have not agreed to commit their interests to the Unit.
13. The pooling of uncommitted interests in the Unit will prevent waste and protect correlative rights, including the drilling of unnecessary wells.
14. This Order affords to the owner of an uncommitted interest the opportunity to produce his just and equitable share of the oil or gas in the pool.

ORDER

15. The uncommitted interests in the Unit are pooled as set forth in Exhibit A.
16. The Unit shall be dedicated to the Well(s) set forth in Exhibit A.
17. Operator is designated as operator of the Unit and the Well(s).
18. If the Surface Location or Bottom Hole Location of a well is changed from the location described in Exhibit A, Operator shall submit an amended Exhibit A, which the Division shall append to this Order.
19. If the location of a well will be unorthodox under the spacing rules in effect at the time of completion, Operator shall obtain the OCD's approval for a non-standard location before commencing production of the well.

CASE NO. 20980
ORDER NO. R-21136

Page 2 of 7

20. The Operator shall commence drilling the initial well within one (1) year after the date of this Order; and (b) for an infill well, no later than thirty (30) days after completion of the well.
21. Operator shall comply with the infill well requirements in 19.15.13.9 NMAC through 19.15.13.12 NMAC.
22. This Order shall terminate automatically if Operator fails to comply with Paragraphs 20 or 21.
23. Operator shall submit to OCD and each owner of a working interest in the pool ("Pooled Working Interest") an itemized schedule of estimated costs to drill, complete, and equip the well ("Estimated Well Costs") no later than: (a) for an initial well, no later than thirty (30) days after the date of this Order; (b) for an infill well proposed by Operator, no later than (30) days after the later of the initial notice period pursuant to 19.15.13.10(B) NMAC or the extension granted by the OCD Director pursuant 19.15.13.10(D) NMAC; or (c) for an infill well proposed by an owner of a Pooled Working Interest, no later than thirty (30) days after expiration of the last action required by 19.15.13.11 NMAC.
24. No later than thirty (30) days after Operator submits the Estimated Well Costs, the owner of a Pooled Working Interest shall elect whether to pay its share of the Estimated Well Costs or its share of the actual costs to drill, complete and equip the well ("Actual Well Costs") out of production from the well. An owner of a Pooled Working Interest who elects to pay its share of the Estimated Well Costs shall render payment to Operator no later than thirty (30) days after the expiration of the election period, and shall be liable for operating costs, but not risk charges, for the well. An owner of a Pooled Working Interest who fails to pay its share of the Estimated Well Costs or who elects to pay its share of the Actual Well Costs out of production from the well shall be considered to be a "Non-Consenting Pooled Working Interest."
25. No later than within one hundred eighty (180) days after Operator submits a Form C-105 for a well, Operator shall submit to OCD and each owner of a Pooled Working Interest an itemized schedule of the Actual Well Costs. The Actual Well Costs shall be considered to be the Reasonable Well Costs unless OCD or an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If OCD or an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Reasonable Well Costs after public notice and hearing.
26. No later than sixty (60) days after the later of the expiration of the period to file a written objection to the Actual Well Costs or OCD's order determining the Reasonable Well Costs, each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs shall pay to Operator its share of the Reasonable Well

Costs that exceed the Estimated Well Costs, or Operator shall pay to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs its share of the Estimated Well Costs that exceed the Reasonable Well Costs.

27. The reasonable charges for supervision to drill and produce a well ("Supervision Charges") shall not exceed the rates specified in Exhibit A, provided however that the rates shall be adjusted annually pursuant to the COPAS form entitled "Accounting Procedure-Joint Operations."
28. No later than within ninety (90) days after Operator submits a Form C-105 for a well, Operator shall submit to OCD and each owner of a Pooled Working Interest an itemized schedule of the reasonable charges for operating and maintaining the well ("Operating Charges"), provided however that Operating Charges shall not include the Reasonable Well Costs or Supervision Charges. The Operating Charges shall be considered final unless OCD or an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If OCD or an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Operating Charges after public notice and hearing.
29. Operator may withhold the following costs and charges from the share of production due to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs: (a) the proportionate share of the Supervision Charges; and (b) the proportionate share of the Operating Charges.
30. Operator may withhold the following costs and charges from the share of production due to each owner of a Non-Consenting Pooled Working Interest: (a) the proportionate share of the Reasonable Well Costs; (b) the proportionate share of the Supervision and Operating Charges; and (c) the percentage of the Reasonable Well Costs specified as the charge for risk described in Exhibit A.
31. Each year on the anniversary of this Order, and no later than ninety (90) days after each payout, Operator shall provide to OCD and each owner of a Non-Consenting Pooled Working Interest a schedule of the revenue attributable to a well and the Supervision and Operating Costs charged against that revenue.
32. Any cost or charge that is paid out of production shall be withheld only from the share due to an owner of a Pooled Working Interest. No cost or charge shall be withheld from the share due to an owner of a royalty interests. For the purpose of this Order, an unleased mineral interest shall consist of a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest.
33. Except as provided above, Operator shall hold the revenue attributable to a well that is not disbursed for any reason for the account of the person(s) entitled to the revenue as provided in the Oil and Gas Proceeds Payment Act, NMSA 1978.

Sections 70-10-1 *et seq.*, and relinquish such revenue as provided in the Uniform Unclaimed Property Act, NMSA 1978, Sections 7-8A-1 *et seq.*

34. The Unit shall terminate if (a) the owners of all Pooled Working Interests reach a voluntary agreement; or (b) the well(s) drilled on the Unit are plugged and abandoned in accordance with the applicable rules. Operator shall inform OCD no later than thirty (30) days after such occurrence.
35. OCD retains jurisdiction of this matter for the entry of such orders as may be deemed necessary.

STATE OF NEW MEXICO
OIL CONSERVATION DIVISION



ADRIENNE SANDOVAL
DIRECTOR

AS/jag

Date: February 20, 2020

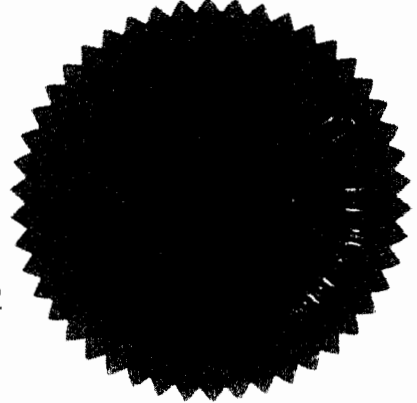


Exhibit A

CASE NO. 20980
ORDER NO. R-21136

Page 5 of 7

COMPULSORY POOLING APPLICATION CHECKLIST

ALL INFORMATION IN THE APPLICATION MUST BE SUPPORTED BY SIGNED AFFIDAVITS

Case: 20980		APPLICANT'S RESPONSE
Date	January 9, 2020	
Applicant	COG Operating LLC	
Designated Operator & OGRID (affiliation if applicable)	229137	
Applicant's Counsel:	Ocean Munds-Dry	
Case Title:	APPLICATION OF COG OPERATING LLC FOR COMPULSORY POOLING, EDDY COUNTY, NEW	
Entries of Appearance/Intervenors:	EARL DEBRINE ON BEHALF OF EOG RESOURCES, INC	
Well Family	MYOX WELLS	
Formation/Pool		
Formation Name(s) or Vertical Extent:	BONE SPRING	
Primary Product (Oil or Gas):	OIL	
Pooling this vertical extent:	BONE SPRING	
Pool Name and Pool Code:	DELAWARE RIVER BS POOL (POOL CODE 16800)	
Well Location Setback Rules:	STATEWIDE	
Spacing Unit Size:	320 AC	
Spacing Unit		
Type (Horizontal/Vertical)	HORIZONTAL	
Size (Acres)	320	
Building Blocks:	QUARTER SECTION	
Orientation:	NORTH-SOUTH	
Description: TRS/County	W/2E/2 OF S30 & 31, T25S, R28E, EDDY COUNTY,	
Standard Horizontal Well Spacing Unit (Y/N), If No, describe	NM YES	
Other Situations		
Depth Severance: Y/N. If yes, description	NO	
Proximity Tracts: If yes, description	NO	
Proximity Defining Well: if yes, description	NO	
Applicant's Ownership in Each Tract	EXHIBIT 1, ATTACHMENT B	
Well(s)		
Name & API (if assigned), surface and bottom hole location, footages, completion target, orientation, completion status (standard or non-standard)	EXHIBIT 1, ATTACHMENT A	
Well #1	MYOX 31 STATE COME WELL NO. 502H, API NO. PENDING. SHL 290 FSL AND 1335 FEL (UNIT O), S31-T25S-R28E, NMPM BHL: 50 FNL AND 1814 FEL (UNIT B), S30-T25S-R28E, NMPM. COMPLETION TARGET: SECOND BONE SPRING AT APPROX 7750 TVD. WELL ORIENTATION SOUTH TO NORTH. COMPLETION LOCATION EXPECTED TO BE STANDARD	
Well #2		
Horizontal Well First and Last Take Points	EXHIBIT 1, ATTACHMENT A (C-102s)	
Completion Target (Formation, TVD and MD)	EXHIBIT 2, ATTACHMENT G (X-SECTION)	
AFE Capex and Operating Costs		
Drilling Supervision/Month \$	\$7000/MONTH	

CASE NO. 20980
ORDER NO. R-21136

Production Supervision/Month	\$700/MONTH
Justification for Supervision Costs	EXHIBIT 1 (PARA. 12), ATTACHMENT C (AFES)
Requested Risk Charge	200%, SEE APPLICATION
Notice of Hearing	
Proposed Notice of Hearing	EXHIBIT 3
Proof of Mailed Notice of Hearing (20 days before hearing)	EXHIBIT 3
Proof of Published Notice of Hearing (10 days before hearing)	EXHIBIT 3
Ownership Determination	
Land Ownership Schematic of the Spacing Unit	EXHIBIT 1, ATTACHMENT B
Tract List (including lease numbers and owners)	EXHIBIT 1, ATTACHMENT B
Pooled Parties (including ownership type)	EXHIBIT 1, ATTACHMENT B
Unlocatable Parties to be Pooled	N/A
Ownership Depth Severance (including percentage above & below)	N/A
Joinder	
Sample Copy of Proposal Letter	EXHIBIT 1, ATTACHMENT C
List of Interest Owners (ie Exhibit A of JOA)	EXHIBIT 1, ATTACHMENT B
Chronology of Contact with Non-Joined Working Interest	EXHIBIT 1 (PARA. 11 & 13), ATTACHMENT C
Overhead Rates in Proposal Letter	N/A
Cost Estimate to Drill and Complete	EXHIBIT 1, ATTACHMENT C (AFES)
Cost Estimate to Equip Well	EXHIBIT 1, ATTACHMENT C (AFES)
Cost Estimate for Production Facilities	EXHIBIT 1, ATTACHMENT C (AFES)
Geology	
Summary (including special considerations)	EXHIBIT 2
Spacing Unit Schematic	EXHIBIT 2, ATTACHMENT D
Gunbarrel/Lateral Trajectory Schematic	N/A
Well Orientation (with rationale)	EXHIBIT 2
Target Formation	BONE SPRING
HSU Cross Section	EXHIBIT 2, ATTACHMENT G
Depth Severance Discussion	N/A
Forms, Figures and Tables	
C-102	EXHIBIT 1, ATTACHMENT A
Tracts	EXHIBIT 1, ATTACHMENT B
Summary of Interests, Unit Recapitulation (Tracts)	EXHIBIT 1, ATTACHMENT B
General Location Map (including basin)	EXHIBIT 1, ATTACHMENT B
Well Bore Location Map	EXHIBIT 2, ATTACHMENT D
Structure Contour Map - Subsea Depth	EXHIBIT 2, ATTACHMENT E
Cross Section Location Map (including wells)	EXHIBIT 2, ATTACHMENT F
Cross Section (including Landing Zone)	EXHIBIT 2, ATTACHMENT G
Additional Information	
CERTIFICATION: I hereby certify that the information provided in this checklist is complete and accurate.	
Printed Name (Attorney or Party Representative):	Ocean Munds Dry
Signed Name (Attorney or Party Representative):	Ocean Munds Dry
Date:	1/8/20

CASE NO. 20980
ORDER NO. R-21136

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

**IN THE MATTER OF APPLICATION FOR
COMPULSORY POOLING SUBMITTED BY
COG OPERATING LLC**

**CASE NO. 20981
ORDER NO. R-21137**

ORDER

The Director of the New Mexico Oil Conservation Division ("OCD"), having heard this matter through a Hearing Examiner on January 9, 2020, and after considering the testimony, evidence, and recommendation of the Hearing Examiner, issues the following Order.

FINDINGS OF FACT

1. COG Operating LLC ("Operator") submitted an application ("Application") to compulsory pool the uncommitted oil and gas interests within the spacing unit ("Unit") described in Exhibit A. The Unit is expected to be a standard horizontal spacing unit. 19.15.16.15(B) NMAC. Operator seeks to be designated the operator of the Unit.
2. Operator will dedicate the well(s) described in Exhibit A ("Well(s)") to the Unit.
3. Operator proposes the supervision and risk charges for the Well(s) described in Exhibit A.
4. Operator identified the owners of uncommitted interests in oil and gas minerals in the Unit and provided evidence that notice was given.
5. The Application was heard by the Hearing Examiner on the date specified above, during which Operator presented evidence through affidavits in support of the Application. No other party presented evidence at the hearing.

CONCLUSIONS OF LAW

6. OCD has jurisdiction to issue this Order pursuant to NMSA 1978, Section 70-2-17.
7. Operator is the owner of an oil and gas working interest within the Unit.
8. Operator satisfied the notice requirements for the Application and the hearing as required by 19.15.4.12 NMAC.
9. OCD satisfied the notice requirements for the hearing as required by 19.15.4.9 NMAC.
10. Operator has the right to drill the Well(s) to a common source of supply at the described depth(s) and location(s) in the Unit.
11. The Unit contains separately owned uncommitted interests in oil and gas minerals.
12. Some of the owners of the uncommitted interests have not agreed to commit their interests to the Unit.
13. The pooling of uncommitted interests in the Unit will prevent waste and protect correlative rights, including the drilling of unnecessary wells.
14. This Order affords to the owner of an uncommitted interest the opportunity to produce his just and equitable share of the oil or gas in the pool.

ORDER

15. The uncommitted interests in the Unit are pooled as set forth in Exhibit A.
16. The Unit shall be dedicated to the Well(s) set forth in Exhibit A.
17. Operator is designated as operator of the Unit and the Well(s).
18. If the Surface Location or Bottom Hole Location of a well is changed from the location described in Exhibit A, Operator shall submit an amended Exhibit A, which the Division shall append to this Order.
19. If the location of a well will be unorthodox under the spacing rules in effect at the time of completion, Operator shall obtain the OCD's approval for a non-standard location before commencing production of the well.

20. The Operator shall commence drilling the initial well within one (1) year after the date of this Order; and (b) for an infill well, no later than thirty (30) days after completion of the well.
21. Operator shall comply with the infill well requirements in 19.15.13.9 NMAC through 19.15.13.12 NMAC.
22. This Order shall terminate automatically if Operator fails to comply with Paragraphs 20 or 21.
23. Operator shall submit to OCD and each owner of a working interest in the pool ("Pooled Working Interest") an itemized schedule of estimated costs to drill, complete, and equip the well ("Estimated Well Costs") no later than: (a) for an initial well, no later than thirty (30) days after the date of this Order; (b) for an infill well proposed by Operator, no later than (30) days after the later of the initial notice period pursuant to 19.15.13.10(B) NMAC or the extension granted by the OCD Director pursuant 19.15.13.10(D) NMAC; or (c) for an infill well proposed by an owner of a Pooled Working Interest, no later than thirty (30) days after expiration of the last action required by 19.15.13.11 NMAC.
24. No later than thirty (30) days after Operator submits the Estimated Well Costs, the owner of a Pooled Working Interest shall elect whether to pay its share of the Estimated Well Costs or its share of the actual costs to drill, complete and equip the well ("Actual Well Costs") out of production from the well. An owner of a Pooled Working Interest who elects to pay its share of the Estimated Well Costs shall render payment to Operator no later than thirty (30) days after the expiration of the election period, and shall be liable for operating costs, but not risk charges, for the well. An owner of a Pooled Working Interest who fails to pay its share of the Estimated Well Costs or who elects to pay its share of the Actual Well Costs out of production from the well shall be considered to be a "Non-Consenting Pooled Working Interest."
25. No later than within one hundred eighty (180) days after Operator submits a Form C-105 for a well, Operator shall submit to OCD and each owner of a Pooled Working Interest an itemized schedule of the Actual Well Costs. The Actual Well Costs shall be considered to be the Reasonable Well Costs unless OCD or an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If OCD or an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Reasonable Well Costs after public notice and hearing.
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Costs that exceed the Estimated Well Costs, or Operator shall pay to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs its share of the Estimated Well Costs that exceed the Reasonable Well Costs.

27. The reasonable charges for supervision to drill and produce a well ("Supervision Charges") shall not exceed the rates specified in Exhibit A, provided however that the rates shall be adjusted annually pursuant to the COPAS form entitled "Accounting Procedure-Joint Operations."
28. No later than within ninety (90) days after Operator submits a Form C-105 for a well, Operator shall submit to OCD and each owner of a Pooled Working Interest an itemized schedule of the reasonable charges for operating and maintaining the well ("Operating Charges"), provided however that Operating Charges shall not include the Reasonable Well Costs or Supervision Charges. The Operating Charges shall be considered final unless OCD or an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If OCD or an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Operating Charges after public notice and hearing.
29. Operator may withhold the following costs and charges from the share of production due to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs: (a) the proportionate share of the Supervision Charges; and (b) the proportionate share of the Operating Charges.
30. Operator may withhold the following costs and charges from the share of production due to each owner of a Non-Consenting Pooled Working Interest: (a) the proportionate share of the Reasonable Well Costs; (b) the proportionate share of the Supervision and Operating Charges; and (c) the percentage of the Reasonable Well Costs specified as the charge for risk described in Exhibit A.
31. Each year on the anniversary of this Order, and no later than ninety (90) days after each payout, Operator shall provide to OCD and each owner of a Non-Consenting Pooled Working Interest a schedule of the revenue attributable to a well and the Supervision and Operating Costs charged against that revenue.
32. Any cost or charge that is paid out of production shall be withheld only from the share due to an owner of a Pooled Working Interest. No cost or charge shall be withheld from the share due to an owner of a royalty interests. For the purpose of this Order, an unleased mineral interest shall consist of a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest.
33. Except as provided above, Operator shall hold the revenue attributable to a well that is not disbursed for any reason for the account of the person(s) entitled to the

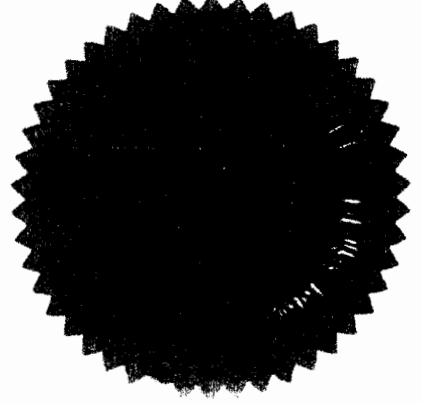
revenue as provided in the Oil and Gas Proceeds Payment Act, NMSA 1978, Sections 70-10-1 *et seq.*, and relinquish such revenue as provided in the Uniform Unclaimed Property Act, NMSA 1978, Sections 7-8A-1 *et seq.*

34. The Unit shall terminate if (a) the owners of all Pooled Working Interests reach a voluntary agreement; or (b) the well(s) drilled on the Unit are plugged and abandoned in accordance with the applicable rules. Operator shall inform OCD no later than thirty (30) days after such occurrence.
35. OCD retains jurisdiction of this matter for the entry of such orders as may be deemed necessary.

STATE OF NEW MEXICO
OIL CONSERVATION DIVISION


ADRIENNE SANDOVAL
DIRECTOR
AS/jag

Date: February 20, 2020



CASE NO. 20981
ORDER NO. R-21137

Exhibit A

COMPULSORY POOLING APPLICATION CHECKLIST	
ALL INFORMATION IN THE APPLICATION MUST BE SUPPORTED BY SIGNED AFFIDAVITS	
Case: 20981	APPLICANT'S RESPONSE
Date	January 9, 2020
Applicant	COG Operating LLC
Designated Operator & OGRID (affiliation if applicable)	229137
Applicant's Counsel:	Ocean Munds-Dry
Case Title:	APPLICATION OF COG OPERATING LLC FOR COMPULSORY POOLING, EDDY COUNTY, NEW
Entries of Appearance/Intervenors:	EARL DEBRINE ON BEHALF OF EOG RESOURCES, INC
Well Family	MYOX WELLS
Formation/Pool	
Formation Name(s) or Vertical Extent:	BONE SPRING
Primary Product (Oil or Gas):	OIL
Pooling this vertical extent:	BONE SPRING
Pool Name and Pool Code:	DELAWARE RIVER BS POOL (POOL CODE 16800)
Well Location Setback Rules:	STATEWIDE
Spacing Unit Size:	320 AC
Spacing Unit	
Type (Horizontal/Vertical)	HORIZONTAL
Size (Acres)	320
Building Blocks:	QUARTER SECTION
Orientation:	NORTH-SOUTH
Description: TRS/County	E/2W/2 OF S30 & 31, T25S, R28E, EDDY COUNTY,
Standard Horizontal Well Spacing Unit (Y/N). If No, describe	NM YES
Other Situations	
Depth Severance: Y/N. If yes, description	NO
Proximity Tracts: If yes, description	NO
Proximity Defining Well: if yes, description	NO
Applicant's Ownership in Each Tract	EXHIBIT 1, ATTACHMENT B
Well(s)	
Name & API (if assigned), surface and bottom hole location, footages, completion target, orientation, completion status (standard or non-standard)	EXHIBIT 1, ATTACHMENT A
Well #1	MYOX 31 STATE COME WELL NO 503H, API NO. PENDING. SHL: 270 FSL AND 1420 FWL (UNIT N), S31-T25S-R28E, NMPM BHL: 50 FNL AND 2228 FWL (UNIT C), S30-T25S-R28E, NMPM. COMPLETION TARGET: SECOND BONE SPRING AT APPROX 7750 TYD. WELL ORIENTATION SOUTH TO NORTH. COMPLETION LOCATION EXPECTED TO BE STANDARD.
Well #2	
Horizontal Well First and Last Take Points	EXHIBIT 1, ATTACHMENT A (C-102s)
Completion Target (Formation, TVD and MD)	EXHIBIT 2, ATTACHMENT G (X-SECTION)
AFE Capex and Operating Costs	
Drilling Supervision/Month \$	\$7000/MONTH

CASE NO. 20981
ORDER NO. R-21137

Production Supervision/Month \$	\$700/MONTH
Justification for Supervision Costs	EXHIBIT 1 (PARA. 12), ATTACHMENT C (AFES)
Requested Risk Charge	200%, SEE APPLICATION
Notice of Hearing	
Proposed Notice of Hearing	EXHIBIT 3
Proof of Mailed Notice of Hearing (20 days before hearing)	EXHIBIT 3
Proof of Published Notice of Hearing (10 days before hearing)	EXHIBIT 3
Ownership Determination	
Land Ownership Schematic of the Spacing Unit	EXHIBIT 1, ATTACHMENT B
Tract List (including lease numbers and owners)	EXHIBIT 1, ATTACHMENT B
Pooled Parties (including ownership type)	EXHIBIT 1, ATTACHMENT B
Unlocatable Parties to be Pooled	N/A
Ownership Depth Severance (including percentage above & below)	N/A
Joinder	
Sample Copy of Proposal Letter	EXHIBIT 1, ATTACHMENT C
List of Interest Owners (ie Exhibit A of JOA)	EXHIBIT 1, ATTACHMENT B
Chronology of Contact with Non-Joined Working Interests	EXHIBIT 1 (PARA. 11 & 13), ATTACHMENT C
Overhead Rates in Proposal Letter	N/A
Cost Estimate to Drill and Complete	EXHIBIT 1, ATTACHMENT C (AFES)
Cost Estimate to Equip Well	EXHIBIT 1, ATTACHMENT C (AFES)
Cost Estimate for Production Facilities	EXHIBIT 1, ATTACHMENT C (AFES)
Geology	
Summary (including special considerations)	EXHIBIT 2
Spacing Unit Schematic	EXHIBIT 2, ATTACHMENT D
Gunbarrel/Lateral Trajectory Schematic	N/A
Well Orientation (with rationale)	EXHIBIT 2
Target Formation	BONE SPRING
HSU Cross Section	EXHIBIT 2, ATTACHMENT G
Depth Severance Discussion	N/A
Forms, Figures and Tables	
C-102	EXHIBIT 1, ATTACHMENT A
Tracts	EXHIBIT 1, ATTACHMENT B
Summary of Interests, Unit Recapitulation (Tracts)	EXHIBIT 1, ATTACHMENT B
General Location Map (including basin)	EXHIBIT 1, ATTACHMENT B
Well Bore Location Map	EXHIBIT 2, ATTACHMENT D
Structure Contour Map - Subsea Depth	EXHIBIT 2, ATTACHMENT E
Cross Section Location Map (including wells)	EXHIBIT 2, ATTACHMENT F
Cross Section (including Landing Zone)	EXHIBIT 2, ATTACHMENT G
Additional Information	
CERTIFICATION: I hereby certify that the information provided in this checklist is complete and accurate.	
Printed Name (Attorney or Party Representative):	Ocean Munds Dry
Signed Name (Attorney or Party Representative):	Ocean Munds Dry
Date:	4/8/20

CASE NO. 20981
ORDER NO. R-21137



February 24, 2020

Via CMRRR No. 9489 0090 0027 6155 1659 97

EOG Resources Inc.

5509 Champions Drive

Midland, TX 79706

Attn: Land Manager

Re: Well Proposal Under Order No. R-21137

Myox 31 State Com 503H

E/2W/2 of Sections 30 & 31, T25S-R28E

Eddy County, New Mexico

Dear Sir or Madam:

COG Operating, LLC ("COG") hereby previously proposed and now hereby propose the following horizontal wells with productive laterals located in the E/2W/2 of Sections 30 and 31, T25S-R28E, Eddy County, New Mexico, under Compulsory Pooling Order No. as described above.

- **Myox 31 State Com 503H**, to be drilled to a depth sufficient to test the Bone Spring formation at a total vertical depth of 8,000' and total measured depth of 18,000'. The surface location is proposed at a legal location in Unit N of Section 31, T25S-R28E, and the bottom hole location at a legal location in Unit C of Section 30, T25S-R28E. The dedicated project area will be the E2W2 of Sections 30 and 31, T25S-R28E, Eddy County, New Mexico. The total estimated cost to drill and complete said well is \$9,213,600.00, as shown on the attached Authority for Expenditure ("AFE").

As stated, COG has received a Compulsory Pooling order for the captioned lands, which I have enclosed for your review. Your interest in these lands has been pooled under the terms of the Orders. Pursuant to the Orders, if you wish to participate in the Operations described above, please indicate so in the space provided below, and sign and return the enclosed AFE within 30 days of receipt of this correspondence, along with a check for your proportionate share of the above proposed well costs payable to COG Operating LLC within 30 days of election. Our records credit EOG Resources Inc., with an estimated 13.418669% working interest (subject to review by a title attorney) which makes your estimated cost to participate in the 503H well \$1,236,342.49. Please indicate your election in the space provided below.

In the meantime, should you have any questions, please do not hesitate to contact me at 432.221.0452 or tmacha@concho.com.

Sincerely,

COG Operating LLC

Travis Macha
Landman II

TM:bh
Enc

WELL	ELECT TO PARTICIPATE IN THE DRILLING AND COMPLETION	ELECT <i>not</i> TO PARTICIPATE IN THE DRILLING AND COMPLETION
Myox 31 State Com 503H		

EOG Resources, Inc.

By: _____
Name: _____
Title: _____
Date: _____

COG OPERATING LLC
AUTHORITY FOR EXPENDITURE
Drill & Complete

Well Name	MYDX 31 ST COM 503H	Prospect	ATLAS 252R
SHL	31: 270 FSL, 1420 FWL OR UNIT N	State & County	NEW MEXICO, EDDY
BHL	30: 50 FNL, 1980 FWL OR UNIT C	Objective	DRILL & COMPLETE
Formation	2ND BONE SPRING	Depth	18,000'
Legal	30 & 31, T25S-R28E	TVD	8,000'
AFE Numbers			

Cost Description	Code	PreSpud (PS)	Drilling (DR)	Completions (C)	Tank Btty Constrcn(TB)	Pmpq Equip (PEQ)	Revision	Total
Tangible Costs								
D-Surface Casing	401		\$15,900.00				\$0.00	\$15,900.00
D-Intermed Csg	402		\$87,700.00				\$0.00	\$87,700.00
D-Production Casing/Liner	403		\$265,600.00				\$0.00	\$265,600.00
D-Wellhead Equip	405		\$42,600.00				\$0.00	\$42,600.00
C-Tubing	504			\$24,300.00			\$0.00	\$24,300.00
C-Wellhead Equip	505			\$13,900.00			\$0.00	\$13,900.00
PEQ-Pumping Unit	506						\$0.00	\$0.00
PEQ-Rods	508						\$0.00	\$0.00
TB-Tanks	510				\$84,300.00		\$0.00	\$84,300.00
TB-Flowlines/Pipelines	511				\$77,200.00		\$0.00	\$77,200.00
TB-Htr Trtr/Seprtr	512				\$189,600.00		\$0.00	\$189,600.00
TB-Electrical System/Equipment	513				\$126,400.00		\$0.00	\$126,400.00
C-Pckrs/Anchors/Hgrs	514			\$34,000.00			\$0.00	\$34,000.00
TB-Couplings/Fittings/Valves	515				\$189,600.00		\$0.00	\$189,600.00
TB-Gas Lift/Compression	516				\$133,400.00		\$0.00	\$133,400.00
TB-Pumps-Surface	521				\$19,700.00		\$0.00	\$19,700.00
TB-Meters/Lacts	525				\$24,600.00		\$0.00	\$24,600.00
TB-Flares/Combusters/Emission	526				\$24,600.00		\$0.00	\$24,600.00
C-Gas Lift/Compression	527			\$8,300.00			\$0.00	\$8,300.00
PEQ-Instrumentation/SCADA/POC	529					\$7,100.00	\$0.00	\$7,100.00
PEQ-Tubing	530					\$5,000.00	\$0.00	\$5,000.00
PEQ-Wellhead Equipment	531					\$3,000.00	\$0.00	\$3,000.00
PEQ-Pumps	532					\$5,000.00	\$0.00	\$5,000.00
PEQ-Electrical System	533					\$15,100.00	\$0.00	\$15,100.00
PEQ-Packers/Anchors/Hangers	534					\$70,500.00	\$0.00	\$70,500.00
PEQ-Miscellaneous	535					\$3,000.00	\$0.00	\$3,000.00
Total Tangible Costs		\$0.00	\$411,800.00	\$80,500.00	\$869,400.00	\$108,700.00	\$0.00	\$1,470,400.00

Intangible Costs								
PS-Title/Permits	201	\$6,100.00					\$0.00	\$6,100.00
D-Insurance	202	\$1,700.00					\$0.00	\$1,700.00
PS-Damages/ROW	203	\$10,100.00					\$0.00	\$10,100.00
PS-Survey/Stake Lctn	204	\$700.00					\$0.00	\$700.00
D-Lctn/Pits/Roads	205		\$86,800.00				\$0.00	\$86,800.00
D-Drilling Overhead	206		\$5,000.00				\$0.00	\$5,000.00
D-Daywork Contract	209		\$581,800.00				\$0.00	\$581,800.00
D-Directional Drlg Services	210		\$246,900.00				\$0.00	\$246,900.00
D-Fuel & Power	211		\$139,200.00				\$0.00	\$139,200.00
D-Water	212		\$32,300.00				\$0.00	\$32,300.00
D-Bits	213		\$65,200.00				\$0.00	\$65,200.00
D-Mud & Chemicals	214		\$156,100.00				\$0.00	\$156,100.00
D-Cement Surface	217		\$12,800.00				\$0.00	\$12,800.00
D-Cement Intermed	218		\$59,900.00				\$0.00	\$59,900.00
D-Prod-2nd Int Cmt	219		\$65,200.00				\$0.00	\$65,200.00
D-Float Equipment & Centralizers	221		\$50,400.00				\$0.00	\$50,400.00
D-Csg Crews & Equip	222		\$33,000.00				\$0.00	\$33,000.00
D-Contract Labor	225		\$10,100.00				\$0.00	\$10,100.00
D-Company Sprvsn	226		\$40,400.00				\$0.00	\$40,400.00
D-Contract Sprvsn	227		\$65,200.00				\$0.00	\$65,200.00
D-Tstg Csg/Tbg	228		\$33,000.00				\$0.00	\$33,000.00
D-Mud Logging Unit	229		\$21,500.00				\$0.00	\$21,500.00
D-Perf/Wireline Svc	231		\$2,700.00				\$0.00	\$2,700.00
D-Rentals-Surface	235		\$173,500.00				\$0.00	\$173,500.00
D-Rentals-Subsrfc	236		\$149,300.00				\$0.00	\$149,300.00
D-Trucking/Forklift/Rig Mob	237		\$113,700.00				\$0.00	\$113,700.00
D-Welding Services	238		\$3,400.00				\$0.00	\$3,400.00
D-Contingency	243		\$41,700.00				\$0.00	\$41,700.00
D-Envrnmtl/Clsd Loop	244		\$233,400.00				\$0.00	\$233,400.00
C-Lctn/Pits/Roads	305			\$4,900.00			\$0.00	\$4,900.00
C-Frac Equipment	307			\$900,300.00			\$0.00	\$900,300.00
C-Frac Chemicals	308			\$548,500.00			\$0.00	\$548,500.00
C-Frac Proppant	309			\$853,500.00			\$0.00	\$853,500.00
C-Frac Proppant Transportation	310			\$133,300.00			\$0.00	\$133,300.00
C-Fuel & Power	311			\$8,400.00			\$0.00	\$8,400.00
C-Water	312			\$646,200.00			\$0.00	\$646,200.00
C-Bits	313			\$9,800.00			\$0.00	\$9,800.00
C-Mud & Chemicals	314			\$18,100.00			\$0.00	\$18,100.00
C-Contract Labor	325			\$9,800.00			\$0.00	\$9,800.00
C-Company Sprvsn	326			\$15,400.00			\$0.00	\$15,400.00
C-Contract Sprvsn	327			\$210,800.00			\$0.00	\$210,800.00
C-Tstg Csg/Tbg	328			\$2,800.00			\$0.00	\$2,800.00
C-Perf/Wireline Svc	331			\$361,500.00			\$0.00	\$361,500.00
C-Stimulation/Treating	332			\$6,300.00			\$0.00	\$6,300.00
C-Completion Unit	333			\$31,400.00			\$0.00	\$31,400.00
C-Rentals-Surface	335			\$240,800.00			\$0.00	\$240,800.00
C-Rentals-Subsrfc	336			\$34,200.00			\$0.00	\$34,200.00
C-Trucking/Forklift/Rig Mob	337			\$11,200.00			\$0.00	\$11,200.00
C-Welding Services	338			\$2,800.00			\$0.00	\$2,800.00
C-Water Disposal	339			\$31,400.00			\$0.00	\$31,400.00
C-Contingency	343			\$203,100.00			\$0.00	\$203,100.00
C-Envrnmtl/Clsd Loop	344			\$2,800.00			\$0.00	\$2,800.00
C-Dyed Diesel	345			\$335,700.00			\$0.00	\$335,700.00
C-Coil Tubing	346			\$318,900.00			\$0.00	\$318,900.00
C-Flowback Crews & Equip	347			\$32,100.00			\$0.00	\$32,100.00
TB-Location/Pits/Roads	353				\$61,400.00		\$0.00	\$61,400.00
TB-Contract Labor	356				\$148,000.00		\$0.00	\$148,000.00
TB-Water Disposal	362				\$87,700.00		\$0.00	\$87,700.00
PEQ-Contract Labor	374					\$5,500.00	\$0.00	\$5,500.00
PEQ-Contract Supervision	376					\$5,000.00	\$0.00	\$5,000.00
PEQ-Completion Unit	381					\$10,500.00	\$0.00	\$10,500.00
PEQ-Rentals-Surface	383					\$7,000.00	\$0.00	\$7,000.00
PEQ-Trkg/Forklift/Rig Mobilization	385					\$3,000.00	\$0.00	\$3,000.00
Total Intangible Costs		\$18,600.00	\$2,422,500.00	\$4,974,000.00	\$297,100.00	\$31,000.00	\$0.00	\$7,743,200.00

Total Gross Cost	\$18,600.00	\$2,834,300.00	\$5,054,500.00	\$1,166,500.00	\$139,700.00	\$0.00	\$9,213,600.00
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Note: The above costs are estimates only. Actual costs will be billed as incurred.

COG Operating LLC

By: _____

Date Prepared: _____

COG Operating LLC

We approve:
% Working Interest

By: _____

Company:
By: _____

Printed Name:
Title:
Date: _____

This AFE is only an estimate. By signing you agree to pay your share of the actual costs incurred.

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

**IN THE MATTER OF APPLICATION FOR
COMPULSORY POOLING SUBMITTED BY
COG OPERATING LLC**

**CASE NO. 20981
ORDER NO. R-21137**

ORDER

The Director of the New Mexico Oil Conservation Division ("OCD"), having heard this matter through a Hearing Examiner on January 9, 2020, and after considering the testimony, evidence, and recommendation of the Hearing Examiner, issues the following Order.

FINDINGS OF FACT

1. COG Operating LLC ("Operator") submitted an application ("Application") to compulsory pool the uncommitted oil and gas interests within the spacing unit ("Unit") described in Exhibit A. The Unit is expected to be a standard horizontal spacing unit. 19.15.16.15(B) NMAC. Operator seeks to be designated the operator of the Unit.
2. Operator will dedicate the well(s) described in Exhibit A ("Well(s)") to the Unit.
3. Operator proposes the supervision and risk charges for the Well(s) described in Exhibit A.
4. Operator identified the owners of uncommitted interests in oil and gas minerals in the Unit and provided evidence that notice was given.
5. The Application was heard by the Hearing Examiner on the date specified above, during which Operator presented evidence through affidavits in support of the Application. No other party presented evidence at the hearing.

CONCLUSIONS OF LAW

6. OCD has jurisdiction to issue this Order pursuant to NMSA 1978, Section 70-2-17.
7. Operator is the owner of an oil and gas working interest within the Unit.
8. Operator satisfied the notice requirements for the Application and the hearing as required by 19.15.4.12 NMAC.
9. OCD satisfied the notice requirements for the hearing as required by 19.15.4.9 NMAC.
10. Operator has the right to drill the Well(s) to a common source of supply at the described depth(s) and location(s) in the Unit.
11. The Unit contains separately owned uncommitted interests in oil and gas minerals.
12. Some of the owners of the uncommitted interests have not agreed to commit their interests to the Unit.
13. The pooling of uncommitted interests in the Unit will prevent waste and protect correlative rights, including the drilling of unnecessary wells.
14. This Order affords to the owner of an uncommitted interest the opportunity to produce his just and equitable share of the oil or gas in the pool.

ORDER

15. The uncommitted interests in the Unit are pooled as set forth in Exhibit A.
16. The Unit shall be dedicated to the Well(s) set forth in Exhibit A.
17. Operator is designated as operator of the Unit and the Well(s).
18. If the Surface Location or Bottom Hole Location of a well is changed from the location described in Exhibit A, Operator shall submit an amended Exhibit A, which the Division shall append to this Order.
19. If the location of a well will be unorthodox under the spacing rules in effect at the time of completion, Operator shall obtain the OCD's approval for a non-standard location before commencing production of the well.

CASE NO. 20981
ORDER NO. R-21137

Page 2 of 7

20. The Operator shall commence drilling the initial well within one (1) year after the date of this Order; and (b) for an infill well, no later than thirty (30) days after completion of the well.
21. Operator shall comply with the infill well requirements in 19.15.13.9 NMAC through 19.15.13.12 NMAC.
22. This Order shall terminate automatically if Operator fails to comply with Paragraphs 20 or 21.
23. Operator shall submit to OCD and each owner of a working interest in the pool ("Pooled Working Interest") an itemized schedule of estimated costs to drill, complete, and equip the well ("Estimated Well Costs") no later than: (a) for an initial well, no later than thirty (30) days after the date of this Order; (b) for an infill well proposed by Operator, no later than (30) days after the later of the initial notice period pursuant to 19.15.13.10(B) NMAC or the extension granted by the OCD Director pursuant 19.15.13.10(D) NMAC; or (c) for an infill well proposed by an owner of a Pooled Working Interest, no later than thirty (30) days after expiration of the last action required by 19.15.13.11 NMAC.
24. No later than thirty (30) days after Operator submits the Estimated Well Costs, the owner of a Pooled Working Interest shall elect whether to pay its share of the Estimated Well Costs or its share of the actual costs to drill, complete and equip the well ("Actual Well Costs") out of production from the well. An owner of a Pooled Working Interest who elects to pay its share of the Estimated Well Costs shall render payment to Operator no later than thirty (30) days after the expiration of the election period, and shall be liable for operating costs, but not risk charges, for the well. An owner of a Pooled Working Interest who fails to pay its share of the Estimated Well Costs or who elects to pay its share of the Actual Well Costs out of production from the well shall be considered to be a "Non-Consenting Pooled Working Interest."
25. No later than within one hundred eighty (180) days after Operator submits a Form C-105 for a well, Operator shall submit to OCD and each owner of a Pooled Working Interest an itemized schedule of the Actual Well Costs. The Actual Well Costs shall be considered to be the Reasonable Well Costs unless OCD or an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If OCD or an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Reasonable Well Costs after public notice and hearing.
26. No later than sixty (60) days after the later of the expiration of the period to file a written objection to the Actual Well Costs or OCD's order determining the Reasonable Well Costs, each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs shall pay to Operator its share of the Reasonable Well


Costs that exceed the Estimated Well Costs, or Operator shall pay to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs its share of the Estimated Well Costs that exceed the Reasonable Well Costs.

27. The reasonable charges for supervision to drill and produce a well ("Supervision Charges") shall not exceed the rates specified in Exhibit A, provided however that the rates shall be adjusted annually pursuant to the COPAS form entitled "Accounting Procedure-Joint Operations."
28. No later than within ninety (90) days after Operator submits a Form C-105 for a well, Operator shall submit to OCD and each owner of a Pooled Working Interest an itemized schedule of the reasonable charges for operating and maintaining the well ("Operating Charges"), provided however that Operating Charges shall not include the Reasonable Well Costs or Supervision Charges. The Operating Charges shall be considered final unless OCD or an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If OCD or an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Operating Charges after public notice and hearing.
29. Operator may withhold the following costs and charges from the share of production due to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs: (a) the proportionate share of the Supervision Charges; and (b) the proportionate share of the Operating Charges.
30. Operator may withhold the following costs and charges from the share of production due to each owner of a Non-Consenting Pooled Working Interest: (a) the proportionate share of the Reasonable Well Costs; (b) the proportionate share of the Supervision and Operating Charges; and (c) the percentage of the Reasonable Well Costs specified as the charge for risk described in Exhibit A.
31. Each year on the anniversary of this Order, and no later than ninety (90) days after each payout, Operator shall provide to OCD and each owner of a Non-Consenting Pooled Working Interest a schedule of the revenue attributable to a well and the Supervision and Operating Costs charged against that revenue.
32. Any cost or charge that is paid out of production shall be withheld only from the share due to an owner of a Pooled Working Interest. No cost or charge shall be withheld from the share due to an owner of a royalty interests. For the purpose of this Order, an unleased mineral interest shall consist of a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest.
33. Except as provided above, Operator shall hold the revenue attributable to a well that is not disbursed for any reason for the account of the person(s) entitled to the

revenue as provided in the Oil and Gas Proceeds Payment Act, NMSA 1978, Sections 70-10-1 *et seq.*, and relinquish such revenue as provided in the Uniform Unclaimed Property Act, NMSA 1978, Sections 7-8A-1 *et seq.*

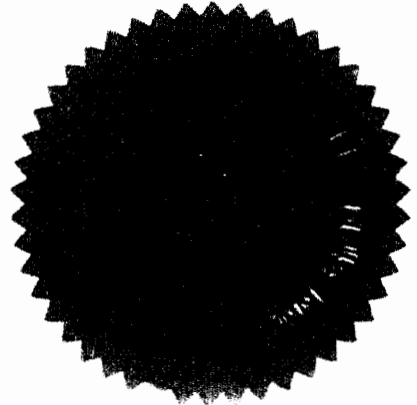
34. The Unit shall terminate if (a) the owners of all Pooled Working Interests reach a voluntary agreement; or (b) the well(s) drilled on the Unit are plugged and abandoned in accordance with the applicable rules. Operator shall inform OCD no later than thirty (30) days after such occurrence.
35. OCD retains jurisdiction of this matter for the entry of such orders as may be deemed necessary.

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



ADRIENNE SANDOVAL
DIRECTOR
AS/jag

Date: February 20, 2020



CASE NO. 20981
ORDER NO. R-21137

Exhibit A

COMPULSORY POOLING APPLICATION CHECKLIST	
ALL INFORMATION IN THE APPLICATION MUST BE SUPPORTED BY SIGNED AFFIDAVITS	
Case: 20981	APPLICANT'S RESPONSE
Date	January 9, 2020
Applicant	COG Operating LLC
Designated Operator & OGRID (affiliation if applicable)	229137
Applicant's Counsel:	Ocean Munds-Dry
Case Title:	APPLICATION OF COG OPERATING LLC FOR COMPULSORY POOLING, EDDY COUNTY, NEW
Entries of Appearance/Intervenors	EARL DEBRINE ON BEHALF OF EOG RESOURCES, INC
Well Family	MYOX WELLS
Formation/Pool	
Formation Name(s) or Vertical Extent:	BONE SPRING
Primary Product (Oil or Gas):	OIL
Pooling this vertical extent:	BONE SPRING
Pool Name and Pool Code:	DELAWARE RIVER BS POOL (POOL CODE 16800)
Well Location Setback Rules:	STATEWIDE
Spacing Unit Size:	320 AC
Spacing Unit	
Type (Horizontal/Vertical)	HORIZONTAL
Size (Acres)	320
Building Blocks:	QUARTER SECTION
Orientation:	NORTH-SOUTH
Description: TRS/County	E/2W/2 OF S30 & 31, T25S, R28E, EDDY COUNTY,
Standard Horizontal Well Spacing Unit (Y/N). If No, describe	NM YES
Other Situations	
Depth Severance: Y/N. If yes, description	NO
Proximity Tracts: If yes, description	NO
Proximity Defining Well: if yes, description	NO
Applicant's Ownership in Each Tract	EXHIBIT 1, ATTACHMENT B
Well(s)	
Name & API (if assigned), surface and bottom hole location, footages, completion target, orientation, completion status (standard or non-standard)	EXHIBIT 1, ATTACHMENT A
Well #1	MYOX 31 STATE COME WELL NO. 503H, API NO. PENDING. SHL: 270 FSL AND 1420 FWL (UNIT N). S31-T25S-R28E, NMPM BHL: 50 FNL AND 2228 FWL (UNIT C). S30-T25S-R28E, NMPM. COMPLETION TARGET: SECOND BONE SPRING AT APPROX 7750 TVD. WELL ORIENTATION SOUTH TO NORTH. COMPLETION LOCATION EXPECTED TO BE STANDARD
Well #2	
Horizontal Well First and Last Take Points	EXHIBIT 1, ATTACHMENT A (C-102s)
Completion Target (Formation, TVD and MD)	EXHIBIT 2, ATTACHMENT G (X-SECTION)
AFE Capex and Operating Costs	
Drilling Supervision/Month \$	\$7000/MONTH

CASE NO. 20981
ORDER NO. R-21137

Production Supervision/Month \$	\$700/MONTH
Justification for Supervision Costs	EXHIBIT 1 (PARA. 12), ATTACHMENT C (AFES)
Requested Risk Charge	200%, SEE APPLICATION
Notice of Hearing	
Proposed Notice of Hearing	EXHIBIT 3
Proof of Mailed Notice of Hearing (20 days before hearing)	EXHIBIT 3
Proof of Published Notice of Hearing (10 days before hearing)	EXHIBIT 3
Ownership Determination	
Land Ownership Schematic of the Spacing Unit	EXHIBIT 1, ATTACHMENT B
Tract List (including lease numbers and owners)	EXHIBIT 1, ATTACHMENT B
Pooled Parties (including ownership type)	EXHIBIT 1, ATTACHMENT B
Unlocatable Parties to be Pooled	N/A
Ownership Depth Severance (including percentage above & below)	N/A
Joinder	
Sample Copy of Proposal Letter	EXHIBIT 1, ATTACHMENT C
List of Interest Owners (ie Exhibit A of JOA)	EXHIBIT 1, ATTACHMENT B
Chronology of Contact with Non-Joined Working Interests	EXHIBIT 1 (PARA. 11 & 13), ATTACHMENT C
Overhead Rates in Proposal Letter	N/A
Cost Estimate to Drill and Complete	EXHIBIT 1, ATTACHMENT C (AFES)
Cost Estimate to Equip Well	EXHIBIT 1, ATTACHMENT C (AFES)
Cost Estimate for Production Facilities	EXHIBIT 1, ATTACHMENT C (AFES)
Geology	
Summary (including special considerations)	EXHIBIT 2
Spacing Unit Schematic	EXHIBIT 2, ATTACHMENT D
Gunbarrel/Lateral Trajectory Schematic	N/A
Well Orientation (with rationale)	EXHIBIT 2
Target Formation	BONE SPRING
HSU Cross Section	EXHIBIT 2, ATTACHMENT G
Depth Severance Discussion	N/A
Forms, Figures and Tables	
C-102	EXHIBIT 1, ATTACHMENT A
Tracts	EXHIBIT 1, ATTACHMENT B
Summary of Interests, Unit Recapitulation (Tracts)	EXHIBIT 1, ATTACHMENT B
General Location Map (including basin)	EXHIBIT 1, ATTACHMENT B
Well Bore Location Map	EXHIBIT 2, ATTACHMENT D
Structure Contour Map - Subsea Depth	EXHIBIT 2, ATTACHMENT E
Cross Section Location Map (including wells)	EXHIBIT 2, ATTACHMENT F
Cross Section (including Landing Zone)	EXHIBIT 2, ATTACHMENT G
Additional Information	
CERTIFICATION: I hereby certify that the information provided in this checklist is complete and accurate.	
Printed Name (Attorney or Party Representative):	Ocean Munds Dry
Signed Name (Attorney or Party Representative):	Ocean Munds Dry
Date:	1/6/20

CASE NO. 20981
ORDER NO. R-21137