



ConocoPhillips
2208 West Main Street
Artesia, New Mexico 88210
www.conocophillips.com

July 8, 2021

Attn: Dean McClure
NM Oil Conservation Division
1220 South Saint Francis Drive
Santa Fe, New Mexico 87505

Re: Application for Administrative Approval
Off-lease Measurement – Oil Only

Dear Mr. McClure,

COG Operating LLC respectfully requests approval for off-lease measurement – Oil only for the following wells:

Montera Federal Com 601H
API# 30-025-47842
Dogie Draw; Wolfcamp
Ut. M, Sec.10-T25S-R35E
Lea County, NM

Oil Production:

The oil production from these wells may be transported by truck to either the Red Hills Offload Station, located in Unit O, Section 4-T26S-R32E, or the Jal Offload Station, located in Unit D, Section 4-T26S-R37E, Lea County in the event the CTB on lease is over capacity or in the case of battery or pipeline repairs. Oil will remain segregated and will be measured by lact meter when offloading at the Offload Stations.

COG Operating LLC is the only working interest owner, please see Land Negotiator letter attached.

Please see the enclosed Administrative Application Checklist, C-107-B Application for Off Lease Measurement, plats for referenced wells, site facility diagram, maps with lease boundaries showing wells and facility locations and communization agreement application.

Thank you for your attention to this matter. If you have questions or need further information, please email me at jeanette.barron@conocophillips.com or call 575.748.6974.

Sincerely,


Jeanette Barron
Regulatory Coordinator

Revised March 23, 2017

RECEIVED:	REVIEWER:	TYPE:	APP NO:
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ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

NEW MEXICO OIL CONSERVATION DIVISION
 - Geological & Engineering Bureau -
 1220 South St. Francis Drive, Santa Fe, NM 87505



ADMINISTRATIVE APPLICATION CHECKLIST

THIS CHECKLIST IS MANDATORY FOR ALL ADMINISTRATIVE APPLICATIONS FOR EXCEPTIONS TO DIVISION RULES AND
 REGULATIONS WHICH REQUIRE PROCESSING AT THE DIVISION LEVEL IN SANTA FE

Applicant: COG Operating, LLCOGRID Number: 229137Well Name: Monera Federal Com 601HAPI: 30-025-47842Pool: Dogie Draw; WolfcampPool Code: 17980

**SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION
 INDICATED BELOW**

1) **TYPE OF APPLICATION:** Check those which apply for [A]

A. Location - Spacing Unit - Simultaneous Dedication

☐ NSL☐ NSP (PROJECT AREA)☐ NSP (PRORATION UNIT)☐ SD

B. Check one only for [I] or [II]

[I] Commingling - Storage - Measurement

☐ DHC☐ CTB☐ PLC☐ PC☐ OLS☒ OLM

[II] Injection - Disposal - Pressure Increase - Enhanced Oil Recovery

☐ WFX☐ PMX☐ SWD☐ IPI☐ EOR☐ PPR2) **NOTIFICATION REQUIRED TO:** Check those which apply.A. ☐ Offset operators or lease holdersB. ☒ Royalty, overriding royalty owners, revenue ownersC. ☐ Application requires published noticeD. ☐ Notification and/or concurrent approval by SLOE. ☒ Notification and/or concurrent approval by BLMF. ☐ Surface ownerG. ☐ For all of the above, proof of notification or publication is attached, and/or,H. ☐ No notice required**FOR OCD ONLY**☐

Notice Complete

☐Application
Content
Complete3) **CERTIFICATION:** I hereby certify that the information submitted with this application for administrative approval is **accurate** and **complete** to the best of my knowledge. I also understand that **no action** will be taken on this application until the required information and notifications are submitted to the Division.

Note: Statement must be completed by an individual with managerial and/or supervisory capacity.

Jeanette Barron

Date

7/8/21

Print or Type Name

575-746-6974

Phone Number

Jeanette Barron

Signature

jeanette.barron@conocophillips.com

e-mail Address

District I
1625 N. French Drive, Hobbs, NM 88240
District II
811 S. First St., Artesia, NM 88210
District III
1000 Rio Brazos Road, Aztec, NM 87410
District IV
1220 S. St Francis Dr, Santa Fe, NM
87505

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B
Revised August 1, 2011

OIL CONSERVATION DIVISION
1220 S. St Francis Drive
Santa Fe, New Mexico 87505

Submit the original
application to the Santa Fe
office with one copy to the
appropriate District Office.

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: COG Operating LLC

OPERATOR ADDRESS: 2208 W Main Street, Artesia, New Mexico 88210

APPLICATION TYPE:

☐ Pool Commingling ☐ Lease Commingling ☐ Pool and Lease Commingling ☒ Off-Lease Storage and Measurement (Only if not Surface Commingled)

LEASE TYPE: ☐ Fee ☐ State ☒ Federal

Is this an Amendment to existing Order? ☐ Yes ☐ No If "Yes", please include the appropriate Order No. _____

Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling

☐ Yes ☐ No

(A) POOL COMMINGLING
Please attach sheets with the following information

(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes

(2) Are any wells producing at top allowables? ☐ Yes ☐ No

(3) Has all interest owners been notified by certified mail of the proposed commingling? ☐ Yes ☐ No.

(4) Measurement type: ☐ Metering ☐ Other (Specify)

(5) Will commingling decrease the value of production? ☐ Yes ☐ No If "yes", describe why commingling should be approved

(B) LEASE COMMINGLING
Please attach sheets with the following information

(1) Pool Name and Code.

(2) Is all production from same source of supply? ☐ Yes ☐ No

(3) Has all interest owners been notified by certified mail of the proposed commingling? ☐ Yes ☐ No

(4) Measurement type: ☐ Metering ☐ Other (Specify)

(C) POOL and LEASE COMMINGLING
Please attach sheets with the following information

(1) Complete Sections A and B.

(D) OFF-LEASE STORAGE and MEASUREMENT
Please attached sheets with the following information

(1) Is all production from same source of supply? ☒ Yes ☐ No

(2) Include proof of notice to all interest owners.

(E) ADDITIONAL INFORMATION (for all application types)
Please attach sheets with the following information

(1) A schematic diagram of facility, including legal location.

(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.

(3) Lease Names, Lease and Well Numbers, and API Numbers.

I hereby certify that the information above is true and complete to the best of my knowledge and belief.

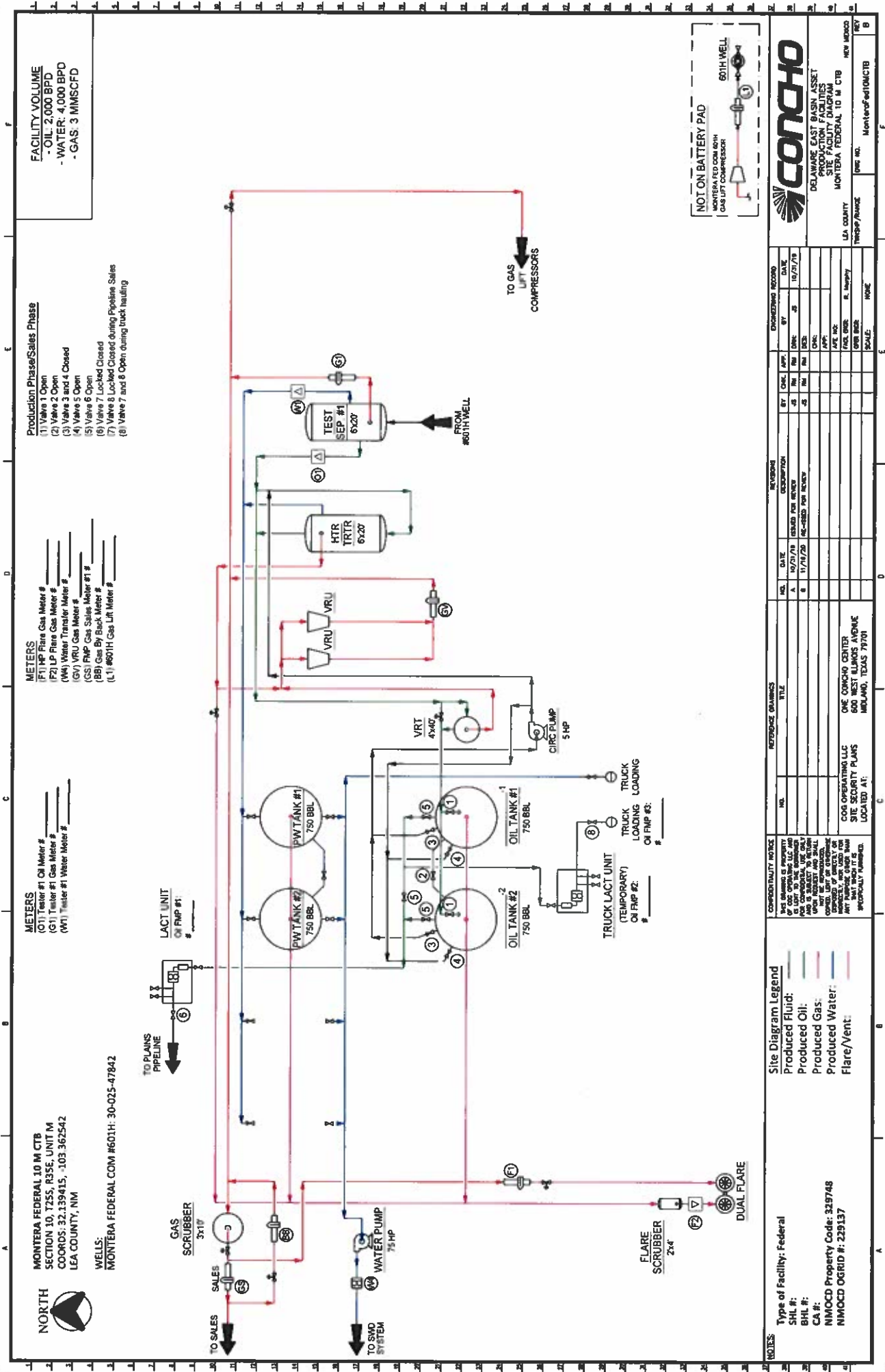
SIGNATURE: Jeanette Barron

TITLE: Regulatory Coordinator DATE: 7/8/21

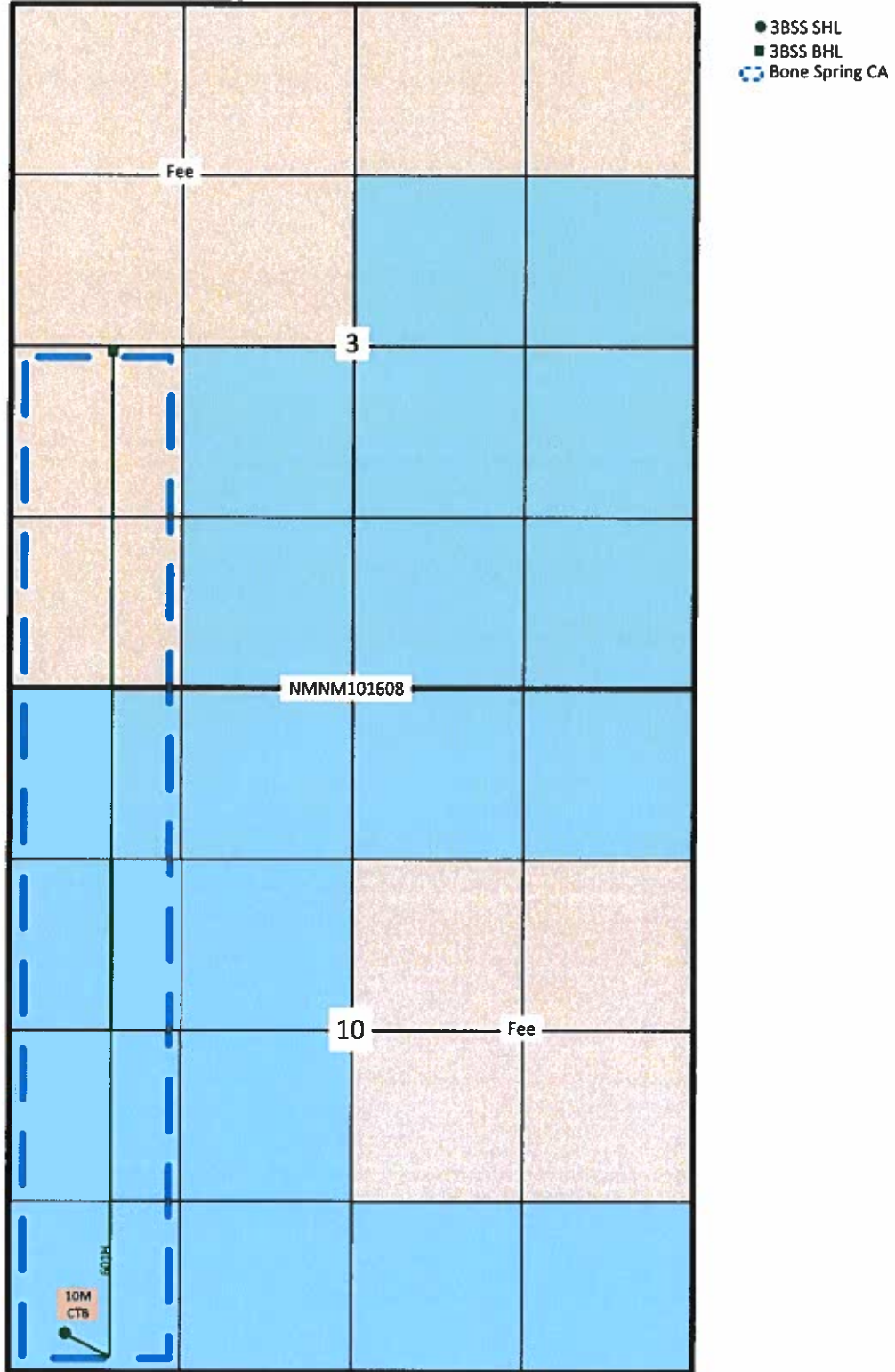
TYPE OR PRINT NAME Jeanette Barron TELEPHONE NO.: 575.748.6974

E-MAIL ADDRESS: jeanette.barron@conocophillips.com

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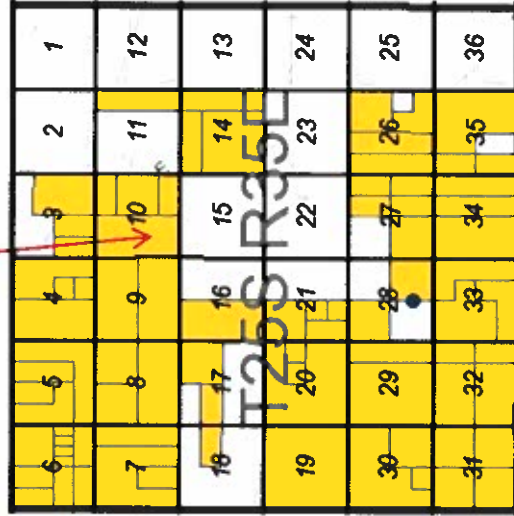
Montera Federal Wells



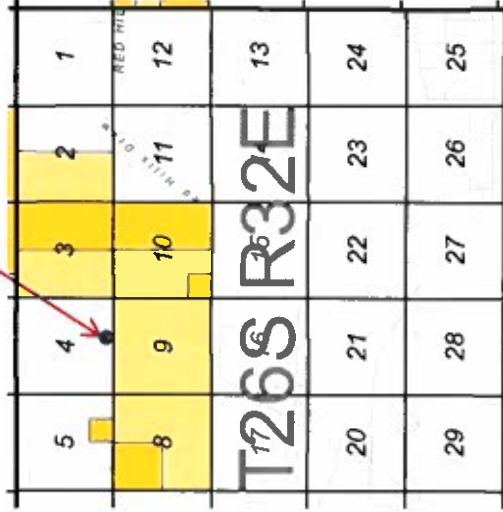
Sec. 3, 10-T25S-R35E
Lea County, NM

Montera Federal Com 601H & Red Hills and Jal Offload Station Map

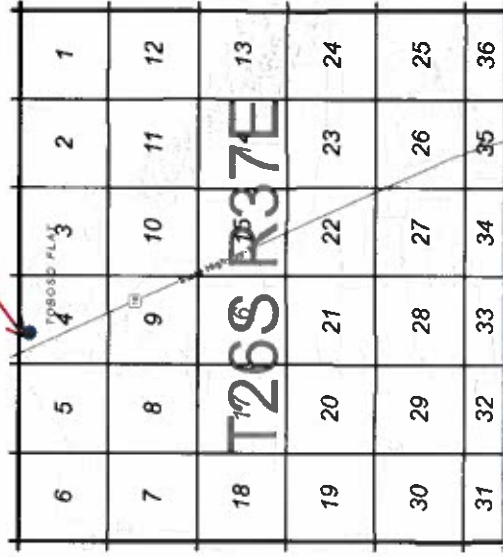
Montera Fed Com 601H
Lea County, NM



Red Hills Offload Station
Lea County, NM



Jal Offload Station
Lea County, NM







ConocoPhillips
600 W. Illinois Ave.
Midland, TX 79701
www.conocophillips.com

7/2/2021

**RE: MONTERA FED COM 601H WELL
LEA COUNTY, NEW MEXICO**

To Whom It Concerns,

My name is Matt Solomon, and I am a Staff Land Negotiator at Conoco Phillips. My area of responsibility includes the above captioned well.

I certify that title records indicate that COG Operating LLC is the only working interest owner in the spacing unit dedicated to this well.

Respectfully,

A handwritten signature in blue ink, appearing to read 'MS', written over a faint, larger signature.

Matt Solomon
Staff Land Negotiator
matt.solomon@conocophillips.com
432-685-4352

Montera Federal Com 601H OLM								
Date Sent	Initials	Name	Address	City	State	ZipCode	Certified Return Receipt No.	Delivered
07.08.21	JB	BLM	620 E. Green Street	Carlsbad	NM	88220	7017 3040 0000 1205 1890	

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of December, 2020, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Township 25 South, Range 35 East, N.M.P.M.

Section 3: W/2SW/4

Section 10: W/2W/2

Lea County, New Mexico

Containing 240.00 acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the crude oil and associated natural gas hereafter referred to as "communitized substances," producible from such pool.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **COG Operating LLC, 600 W. Illinois Ave., Midland, TX, 79701**. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same pool as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **December 1, 2020**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.

14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

OPERATOR:

COG OPERATING LLC

Date: 10/12/2020

By: [Signature]

Sean Johnson
Attorney-In-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §


This instrument was acknowledged before me on the 12th day of October, 2020, by Sean Johnson, Attorney-In-Fact of COG Operating LLC, a Delaware Limited Liability Company, on behalf of same.



[Signature]
Notary Public in and for the State of Texas
My Commission expires: 2-14-2023

WORKING INTEREST OWNER AND/OR LESSEE OF RECORD

Date: 10/12/2020

By: 
COG Operating LLC
Attorney-In-Fact

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on October 12, 2020, by Sean Johnson, Attorney-In-Fact, of COG Operating LLC, a Delaware Limited Liability Company, on behalf of said limited liability company.




Notary Public in and for the State of Texas
My Commission Expires: 2-14-2023

EXHIBIT "A"

Plat of communitized area covering 240.00 acres in the W/2 SW/4 of Section 3 & the W/2 W/2 of Section 10,
T25S - R35E, N.M.P.M., Lea County, New Mexico
Communitized depths are hereby limited to the Wolfcamp Formation

Tract 1:
Fee Lease



Tract 2:
USA-NMNM 101608

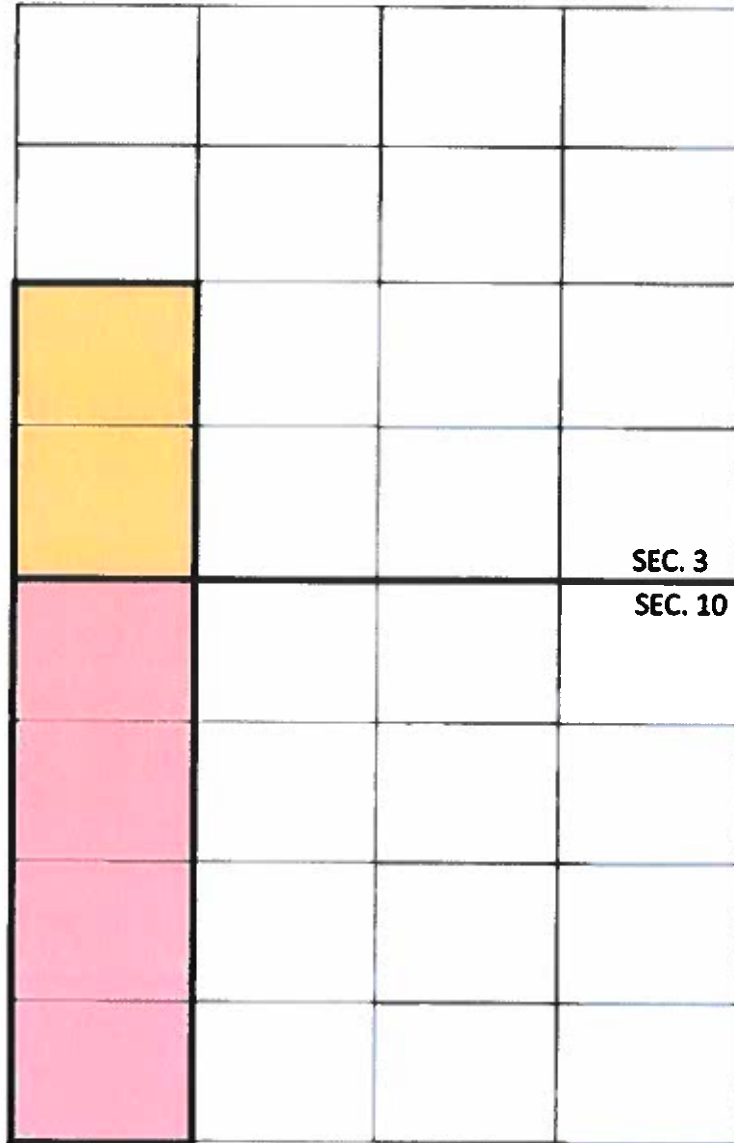


EXHIBIT "B"

To Communitization Agreement Dated December 1, 2020 embracing the following described land in the
W/2 SW/4 of Section 3 & the W/2 W/2 of Section 10,
T25S - R35E, N.M.P.M., Lea County, New Mexico
Communitized depths are hereby limited to the Wolfcamp formation.

Operator of Communitized Area: COG Operating LLC

DESCRIPTION OF LEASES COMMITTED

TRACT #1

Lease 1

Lease Date:	August 1, 2017
Lease Term:	Three (3) Years
Recordation:	Book 2120, Page 105
Lessor:	New Mexico Ten, LLLP, a New Mexico limited partnership
Original Lessee:	Tap Rock Resources, LLC
Current Lessee:	COG Operating LLC
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 25 South, Range 35 East</u> Section 3: W/2SW/4
Number of Acres:	80
Royalty Rate:	25%
WI Owner Names and Interests:	COG Operating LLC 100%
ORRI Owners:	None

TRACT #2

Lease 2

Lease Date:	December 1, 1998
Lease Term:	Ten (10) Years
Recordation:	Not recorded
Lessor:	USA - NMNM 101608
Original Lessee:	Robert E. Landreth
Current Lessee:	COG Operating LLC
Description of Land Committed:	Insofar only as said lease covers: <u>Township 25 South, Range 35 East</u> Section 10: W/2W/2 Lea County, New Mexico
Number of Acres:	160
Royalty Rate:	12.5%
WI Owners Names and Interests:	COG Operating LLC 100%
ORRI Owners:	CrownRock Minerals, L.P. Foundation Minerals, LLC Mavros Minerals II, LLC Oak Valley Mineral and Land, LP Viper Energy Partners LLC

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	80.00	33.333333%
2	160.00	66.666667%
Total	240.00	100.000000%

LEA COUNTY, NM
 KEITH MANES, COUNTY CLERK
 4427
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 BY CARRIE SANDOVAL

RATIFICATION OF COMMUNITIZATION AGREEMENT

STATE OF NEW MEXICO §
 COUNTY OF LEA §

COG Operating LLC, as Operator, executed a Communitization Agreement, effective as of the date therein, communitizing and combining the oil and gas leases set forth therein, insofar as they cover the communitized area for the Montera Federal Com spacing and proration unit comprised of W/2SW/4 of Section 3 and W/2W/2 of Section 10, Township 25 South, Range 35 East, Lea County, NM.

Foundation Minerals, LLC, whose address is P.O. Box 50820, Midland, TX, 79710, is the owner of an overriding royalty interest located in that portion of the communitized area located in the W/2W/2 of Section 10, Township 25 South, Range 35 East, Lea County, NM.

Foundation Minerals, LLC, desires to adopt, ratify and confirm the Communitization Agreement insofar as it covers the right, title and interest of Foundation Minerals, LLC, in and to the oil and gas leases and the lands included in the communitized area created by COG Operating LLC.

In consideration of the premises, Foundation Minerals, LLC, does hereby adopt, ratify and confirm the above-described Communitization Agreement insofar as it covers its right, title and interest in the oil and gas leases and the lands included in communitized area, and agrees that its interest is subject to all of the terms and provisions therein.

This Ratification is effective as of the effective date of the above-referenced Communitization Agreement.

Foundation Minerals, LLC

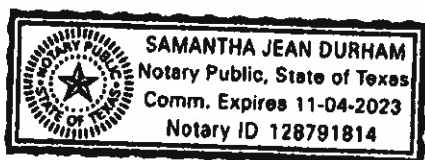
NA Signature PWV

By: Noble Starnes
 Printed Name

Title: Authorized Person
 Printed Title

STATE OF Texas §
 COUNTY OF Midland §

The foregoing instrument was acknowledged before me on the 5th day of March, 2021,
 by Noble Starnes, as Authorized Person of Foundation Minerals, LLC, a
Delaware Limited Liability, on behalf of same.



Samantha Jean Durham
 NOTARY PUBLIC in and for the State of Texas

LEA COUNTY, NM
 KEITH MANES, COUNTY CLERK
 4430
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 BY CARRIE SANDOVAL

RATIFICATION OF COMMUNITIZATION AGREEMENT

STATE OF NEW MEXICO §
 §
 COUNTY OF LEA §

COG Operating LLC, as Operator, executed a Communitization Agreement, effective as of the date therein, communitizing and combining the oil and gas leases set forth therein, insofar as they cover the communitized area for the Montera Federal Com spacing and proration unit comprised of W/2SW/4 of Section 3 and W/2W/2 of Section 10, Township 25 South, Range 35 East, Lea County, NM.

Mavros Minerals II, LLC, whose address is P.O. Box 50820, Midland, TX, 79710, is the owner of an overriding royalty interest located in that portion of the communitized area located in the W/2W/2 of Section 10, Township 25 South, Range 35 East, Lea County, NM.

Mavros Minerals II, LLC, desires to adopt, ratify and confirm the Communitization Agreement insofar as it covers the right, title and interest of Mavros Minerals II, LLC, in and to the oil and gas leases and the lands included in the communitized area created by COG Operating LLC.

In consideration of the premises, Mavros Minerals II, LLC, does hereby adopt, ratify and confirm the above-described Communitization Agreement insofar as it covers its right, title and interest in the oil and gas leases and the lands included in communitized area, and agrees that its interest is subject to all of the terms and provisions therein.

This Ratification is effective as of the effective date of the above-referenced Communitization Agreement.

Mavros Minerals II, LLC

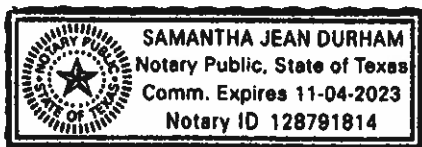
 7/1/21
 Signature

By: Brandon Black
 Printed Name

Title: Manager
 Printed Title

STATE OF Texas §
 §
 COUNTY OF Midland §

The foregoing instrument was acknowledged before me on the 5th day of March, 2021,
 by Brandon Black, as Manager of Mavros Minerals II, LLC, a
Delaware Limited Liability company, on behalf of same.




 NOTARY PUBLIC in and for the State of Texas

LEA COUNTY, NM
 KEITH MANES, COUNTY CLERK
 4431
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 BY CARRIE SANDOVAL

RATIFICATION OF COMMUNITIZATION AGREEMENT

STATE OF NEW MEXICO §
 §
 COUNTY OF LEA §

COG Operating LLC, as Operator, executed a Communitization Agreement, effective as of the date therein, communitizing and combining the oil and gas leases set forth therein, insofar as they cover the communitized area for the Montera Federal Com spacing and proration unit comprised of W/2SW/4 of Section 3 and W/2W/2 of Section 10, Township 25 South, Range 35 East, Lea County, NM.

Oak Valley Mineral and Land, LP, whose address is P.O. Box 50820, Midland, TX, 79710, is the owner of an overriding royalty interest located in that portion of the communitized area located in the W/2W/2 of Section 10, Township 25 South, Range 35 East, Lea County, NM.

Oak Valley Mineral and Land, LP, desires to adopt, ratify and confirm the Communitization Agreement insofar as it covers the right, title and interest of Oak Valley Mineral and Land, LP, in and to the oil and gas leases and the lands included in the communitized area created by COG Operating LLC.

In consideration of the premises, Oak Valley Mineral and Land, LP, does hereby adopt, ratify and confirm the above-described Communitization Agreement insofar as it covers its right, title and interest in the oil and gas leases and the lands included in communitized area, and agrees that its interest is subject to all of the terms and provisions therein.

This Ratification is effective as of the effective date of the above-referenced Communitization Agreement.

Oak Valley Mineral & Land, LP

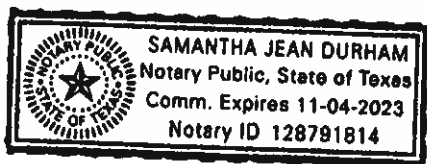
 PWW
 Signature

By: Brandon Black
 Printed Name

Title: Vice President
 Printed Title

STATE OF Texas §
 §
 COUNTY OF Midland §

The foregoing instrument was acknowledged before me on the 29 day of March, 2021,
 by Brandon Black, as Vice President of Oak Valley Mineral & Land, LP,
Texas Limited Partnership, on behalf of same.



Samantha Jean Durham
 NOTARY PUBLIC in and for the State of Texas

LEA COUNTY, NM
 KEITH MANES, COUNTY CLERK
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 BY CARRIE SANDOVAL

RATIFICATION OF COMMUNITIZATION AGREEMENT

STATE OF NEW MEXICO §
 §
 COUNTY OF LEA §

COG Operating LLC, as Operator, executed a Communitization Agreement, effective as of the date therein, communitizing and combining the oil and gas leases set forth therein, insofar as they cover the communitized area for the Montera Federal Com spacing and proration unit comprised of W/2SW/4 of Section 3 and W/2W/2 of Section 10, Township 25 South, Range 35 East, Lea County, NM.

Viper Energy Partners, LLC, whose address is 500 W. Texas Avenue, Suite 1200, Midland, TX, 79701, is the owner of an overriding royalty interest located in that portion of the communitized area located in the W/2W/2 of Section 10, Township 25 South, Range 35 East, Lea County, NM.

Viper Energy Partners, LLC, desires to adopt, ratify and confirm the Communitization Agreement insofar as it covers the right, title and interest of Viper Energy Partners, LLC, in and to the oil and gas leases and the lands included in the communitized area created by COG Operating LLC.

In consideration of the premises, Viper Energy Partners, LLC, does hereby adopt, ratify and confirm the above-described Communitization Agreement insofar as it covers its right, title and interest in the oil and gas leases and the lands included in communitized area, and agrees that its interest is subject to all of the terms and provisions therein.

This Ratification is effective as of the effective date of the above-referenced Communitization Agreement.

Viper Energy Partners, LLC *ll 222*

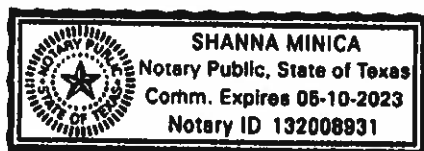
Tom F. Hawkins
 Signature

By: Tom F. Hawkins
 Printed Name

Title: EVP of Land & Regulatory
 Printed Title

STATE OF TEXAS §
 §
 COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the 15th day of October, 2020, by Tom F. Hawkins, as EVP of Viper Energy Partners, a Delaware limited liability company, on behalf of same.



Shanna Minica
 NOTARY PUBLIC in and for the State of TEXAS

LEA COUNTY, NM
 KEITH MANES, COUNTY CLERK
 4432
 Book 2178 Page 971
 1 of 1
 04/14/2021 01:47 PM
 BY CARRIE SANDOVAL

RATIFICATION OF COMMUNITIZATION AGREEMENT

STATE OF NEW MEXICO §
 §
 COUNTY OF LEA §

COG Operating LLC, as Operator, executed a Communitization Agreement, effective as of the date therein, communitizing and combining the oil and gas leases set forth therein, insofar as they cover the communitized area for the Montera Federal Com spacing and proration unit comprised of W/2SW/4 of Section 3 and W/2W/2 of Section 10, Township 25 South, Range 35 East, Lea County, NM.

CrownRock Minerals, L.P., whose address is P.O. Box 51933, Midland, TX, 79710, is the owner of an overriding royalty interest located in that portion of the communitized area located in the W/2W/2 of Section 10, Township 25 South, Range 35 East, Lea County, NM.

CrownRock Minerals, L.P., desires to adopt, ratify and confirm the Communitization Agreement insofar as it covers the right, title and interest of CrownRock Minerals, L.P., in and to the oil and gas leases and the lands included in the communitized area created by COG Operating LLC.

In consideration of the premises, CrownRock Minerals, L.P., does hereby adopt, ratify and confirm the above-described Communitization Agreement insofar as it covers its right, title and interest in the oil and gas leases and the lands included in communitized area, and agrees that its interest is subject to all of the terms and provisions therein.

This Ratification is effective as of the effective date of the above-referenced Communitization Agreement.

CrownRock Minerals, L.P.



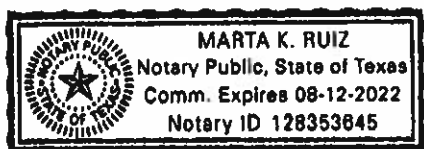
Signature

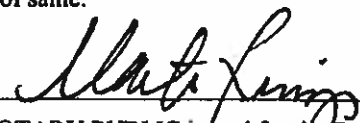
By: Jeff Beard,
 Printed Name

Title: , Executive Vice President
 Printed Title

STATE OF Texas §
 §
 COUNTY OF Midland §

The foregoing instrument was acknowledged before me on the 14th day of October, 2020, by Jeff Beard, as Executive Vice President of CrownRock Minerals, LP, a Delaware limited partnership, on behalf of same.




 NOTARY PUBLIC in and for the State of Texas

From: [Barron, Jeanette](#)
To: [McClure, Dean, EMNRD](#)
Subject: RE: [EXTERNAL]off lease measuring application OLM-251
Date: Wednesday, August 11, 2021 4:30:50 PM
Attachments: [Montera Fed Com 601H_Dedicated Acres Sundry.pdf](#)

Hello Dean, this was filed and approved on 06.17.21. I have just reached out to Mayte Reyes to make sure a copy was submitted to NMOCD. Please let me know if you need anything more for this one...thanks again Dean for all your help!

Thank you,

Jeanette Barron | Regulatory Coordinator, Delaware Basin NM Regulatory | **ConocoPhillips**

O: 575-748-6974 | **C:** 575-703-7411 | 2208 W. Main Street, Artesia, New Mexico

From: McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Sent: Wednesday, August 11, 2021 2:28 PM
To: Barron, Jeanette <Jeanette.Barron@conocophillips.com>
Subject: [EXTERNAL]off lease measuring application OLM-251

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Barron,

I am reviewing off lease measuring application OLM-251 which involves the Montera Federal 10 M CTB operated by COG Operating, LLC (229137).

The initial APD indicates that the well in this application will have the dedicated spacing as indicated in this application and is as follows:

Well API	Well Name	UL or Q/Q	S-T-R	Pool Code
30-025-47842	Montera Federal Com #601H	W/2 SW/4 W/2 W/2	3-25S-35E 10-25S-35E	17980

However, it looks like earlier this year, a revision was made to the APD which would include the entire SW/4 and W/2 of the referenced sections as dedicated to this well. The only executed CA on record matches the original dedicated spacing. Please confirm the correct spacing for this well. If it is desired to expand the dedicated acreage, then that will require that either a well will need to be intended to be drilled to bring in the neighboring acreage or else a NSP be applied for; additionally you will need to apply for a new CA for the new spacing. Otherwise, if the original dedicated acreage is correct, then please submit a C-103A requesting a change in plans to correct the current dedicated acreage on record and email me when it has been submitted.

Dean McClure
Petroleum Engineer, Oil Conservation Division
New Mexico Energy, Minerals and Natural Resources Department
(505) 469-8211

Well Name: MONTERA FEDERAL COM	Well Location: T25S / R35E / SEC 10 / SWSW / 32.138398 / -103.362544	County or Parish/State: LEA / NM
Well Number: 601H	Type of Well: OIL WELL	Allottee or Tribe Name:
Lease Number: NMNM101608	Unit or CA Name:	Unit or CA Number:
US Well Number: 3002547842	Well Status: Drilling Well	Operator: COG OPERATING LLC

Notice of Intent

Type of Submission: Notice of Intent	Type of Action Other
Date Sundry Submitted: 06/08/2021	Time Sundry Submitted: 03:23
Date proposed operation will begin: 06/08/2021	
Procedure Description: COG Operating LLC respectfully requests approval for the following changes to the originally approved APD's. Dedicated Acres. From: 480 To: 240 C102 Attached	

Surface Disturbance

Is any additional surface disturbance proposed?: No

NOI Attachments

Procedure Description

Montera_Fed_Com_601H_C102_20210608152308.pdf

Received by OCD: 7/8/2021 8:46:39 AM

Page 26 of 33

Well Name: MONTERA FEDERAL COM	Well Location: T25S / R35E / SEC 10 / SWSW / 32.138398 / -103.362544	County or Parish/State: LEA / NM
Well Number: 601H	Type of Well: OIL WELL	Allottee or Tribe Name:
Lease Number: NMNM101608	Unit or CA Name:	Unit or CA Number:
US Well Number: 3002547842	Well Status: Drilling Well	Operator: COG OPERATING LLC

Operator Certification

I certify that the foregoing is true and correct. Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction. Electronic submission of Sundry Notices through this system satisfies regulations requiring a submission of Form 3160-5 or a Sundry Notice.

Operator Electronic Signature: MAYTE REYES	Signed on: JUN 08, 2021 03:14 PM
Name: COG OPERATING LLC	
Title: Regulatory Analyst	
Street Address: 925 N ELDRIDGE PARKWAY	
City: HOUSTON	State: TX
Phone: (281) 293-1000	
Email address: MAYTE.X.REYES@CONOCOPHILLIPS.COM	

Field Representative

Representative Name: Gerald Herrera		
Street Address: 2208 West Main Street		
City: Artesia	State: NM	Zip: 88210
Phone: (575)748-6940		
Email address: Gerald.A.Herrera@conocophillips.com		

BLM Point of Contact

BLM POC Name: ZOTA M STEVENS	BLM POC Title: Petroleum Engineer
BLM POC Phone: 5752345998	BLM POC Email Address: ZSTEVENS@BLM.GOV
Disposition: Approved	Disposition Date: 06/17/2021
Signature: Zota Stevens	

DISTRICT I

1625 N. PIERCE DR., HOBBS, NM 88240
Phone: (575) 593-8101 Fax: (575) 593-8790

DISTRICT II

811 S. FIRST ST., ARTESIA, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-8720

DISTRICT III

1000 RIO BRAZOS RD., AZTEC, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170

DISTRICT IV

1220 S. ST. FRANCIS DR., SANTA FE, NM 87505
Phone: (505) 478-3460 Fax: (505) 478-3482

State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 SOUTH ST. FRANCIS DR.
Santa Fe, New Mexico 87505

Form C-102

Revised August 1, 2011

Submit one copy to appropriate

District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-47842	Pool Code 17980	Pool Name Dogie Draw; Wolfcamp
Property Code 329748	Property Name MONTERA FEDERAL COM	Well Number 601H
OGRID No. 229137	Operator Name COG OPERATING, LLC	Elevation 3226.9'

Surface Location


UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	10	25-S	35-E		275	SOUTH	430	WEST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
L	3	25-S	35-E		2590	SOUTH	330	WEST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
240			

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

<p>LOT 4 40.88 Ac</p> <p>LOT 3 40.94 Ac</p> <p>LOT 2 41.00 Ac</p> <p>LOT 1 41.04 Ac</p> <p>POINT LEGEND</p> <table border="1"> <tr><td>1</td><td>Y=423071.0 N</td></tr> <tr><td>2</td><td>X=841331.7 E</td></tr> <tr><td>3</td><td>Y=420437.6 N</td></tr> <tr><td>4</td><td>X=841353.8 E</td></tr> <tr><td>5</td><td>Y=417799.7 N</td></tr> <tr><td>6</td><td>X=841376.1 E</td></tr> <tr><td>7</td><td>Y=415161.3 N</td></tr> <tr><td>8</td><td>X=841398.0 E</td></tr> <tr><td>9</td><td>Y=415179.4 N</td></tr> <tr><td>10</td><td>X=844040.5 E</td></tr> <tr><td>11</td><td>Y=420458.0 N</td></tr> <tr><td>12</td><td>X=843993.1 E</td></tr> </table> <p>LEASE X-ING LAT.=32.152147° N LONG.=103.362853° W</p> <p>GRID AZ. - 359°32'03" HORZ. DIST. - 7766.7'</p> <p>2590'</p> <p>330'</p> <p>430'</p> <p>275'</p> <p>SECTION 3</p> <p>SECTION 10</p> <p>NAD 83 NME <u>PROPOSED BOTTOM HOLE LOCATION</u> Y=423030.1 N X=841662.1 E LAT.=32.159266° N LONG.=103.362846° W</p> <p>2540' FSL & 330' FWL Y=422980.1 N X=841662.5 E LAT.=32.159129° N LONG.=103.362846° W</p> <p>FEE</p> <p>NMNM101608</p> <p>FTP 100' FSL & 330' FWL Y=415263.6 N X=841725.2 E LAT.=32.137918° N LONG.=103.362868° W GRID AZ. TO FTP 209°19'13"</p> <p>NAD 83 NME <u>SURFACE LOCATION</u> Y=415439.3 N X=841823.9 E LAT.=32.138398° N LONG.=103.362544° W</p>	1	Y=423071.0 N	2	X=841331.7 E	3	Y=420437.6 N	4	X=841353.8 E	5	Y=417799.7 N	6	X=841376.1 E	7	Y=415161.3 N	8	X=841398.0 E	9	Y=415179.4 N	10	X=844040.5 E	11	Y=420458.0 N	12	X=843993.1 E	<p>OPERATOR CERTIFICATION</p> <p>I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p>Signature: <u>Mayte Reyes</u> Date: <u>6-8-2021</u></p> <p>Printed Name: <u>Mayte Reyes</u></p> <p>E-mail Address: <u>mreyes1@concho.com</u></p> <p>SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>JANUARY 21, 2020</p> <p>Date of Survey</p> <p>Signature & Seal of Professional Surveyor</p> <p></p> <p>Signature: <u>Chad Harcrow</u> Date: <u>9/25/20</u></p> <p>Certificate No. <u>CHAD HARCROW 17777</u></p> <p>W.O. # <u>20-1272</u> DRAWN BY: <u>AH</u></p>
1	Y=423071.0 N																								
2	X=841331.7 E																								
3	Y=420437.6 N																								
4	X=841353.8 E																								
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9	Y=415179.4 N																								
10	X=844040.5 E																								
11	Y=420458.0 N																								
12	X=843993.1 E																								

From: [Engineer, OCD, EMNRD](#)
To: [Barron, Jeanette](#)
Cc: [McClure, Dean, EMNRD](#); [Simmons, Kurt, EMNRD](#); [Bratcher, Mike, EMNRD](#); [Kautz, Paul, EMNRD](#); [Hawkins, James, EMNRD](#); [Powell, Brandon, EMNRD](#); [lisa@rwbyram.com](#); [Glover, James](#); [Paradis, Kyle O](#); [Walls, Christopher](#)
Subject: Approved Administrative Order OLM-251
Date: Wednesday, August 18, 2021 1:11:35 PM
Attachments: [OLM251 Order.pdf](#)

NMOCD has issued Administrative Order OLM-251 which authorizes COG Operating, LLC (229137) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool Code
30-025-47842	Montera Federal Com #601H	W/2 SW/4	3-25S-35E	17980
		W/2 W/2	10-25S-35E	

The administrative order is attached to this email and can also be found online at OCD Imaging.

Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.

Dean McClure
Petroleum Engineer, Oil Conservation Division
New Mexico Energy, Minerals and Natural Resources Department
(505) 469-8211

State of New Mexico
Energy, Minerals and Natural Resources Department

Notice

Order: **OLM-251**
Operator: **COG Operating, LLC (229137)**
Publication Date:
Submittal Date: **7/8/2021**

Noticed Persons

Date	Person	Certified Tracking Number	Status
7/14/2021	BLM	7017 3040 0000 1205 1890	Delivered

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

**APPLICATION FOR OFF-LEASE MEASUREMENT
SUBMITTED BY COG OPERATING, LLC**

ORDER NO. OLM-251

ORDER

The Director of the New Mexico Oil Conservation Division ("OCD"), having considered the application and the recommendation of the Engineering Bureau, issues the following Order.

FINDINGS OF FACT

1. COG Operating, LLC ("Applicant") submitted a complete application to off-lease measure the oil production ("Application") from the wells, pool, and lease identified in Exhibit A.
2. Applicant provided notice of the Application to all persons owning a working interest in the oil production to be off-lease measured in accordance with 19.15.23.9(A)(5) NMAC, and those persons either submitted a written waiver or did not file an objection to the Application.
3. Applicant provided notice of the Application to the Bureau of Land Management or New Mexico State Land Office, as applicable.

CONCLUSIONS OF LAW

4. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, and 19.15.23 NMAC.
5. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9(A)(5) NMAC.
6. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

ORDER

1. Applicant is authorized to store and measure oil and gas production off-lease from the pools, leases, and wells identified in Exhibit A at a central tank battery described in Exhibit A.
2. The oil production from the wells identified in Exhibit A shall be physically separated from the oil production from other wells and no commingling of production from different leases shall occur in accordance with 19.15.23.9(A)(3) NMAC and 19.15.23.9(A)(4) NMAC, except as otherwise provided in order(s) issued by OCD.
3. Applicant shall measure the commingled oil at a central tank battery described in Exhibit A in accordance with 19.15.18.15 NMAC or 19.15.23.8 NMAC.

4. Applicant shall calibrate the meters used to measure or allocate oil production in accordance with 19.15.12.10(C)(2) NMAC.
5. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



**ADRIENNE SANDOVAL
DIRECTOR**

DATE: 8/12/2021

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **OLM-251**
 Operator: **COG Operating, LLC (229137)**
 Central Tank Battery: **Montera Federal 10 M Central Tank Battery**
 Central Tank Battery Location: **Unit M, Section 10, Township 25 South, Range 35 East**
 Central Tank Battery: **Red Hills Offload Station**
 Central Tank Battery Location: **Unit O, Section 4, Township 26 South, Range 32 East**
 Central Tank Battery: **Jal Offload Station**
 Central Tank Battery Location: **Unit D, Section 4, Township 26 South, Range 37 East**
 Gas Title Transfer Meter Location:

Pools

Pool Name	Pool Code
DOGIE DRAW; WOLFCAMP	17980

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Wolfcamp NMNM 143009	W/2 SW/4	3-25S-35E
	W/2 W/2	10-25S-35E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-47842	Montera Federal Com #601H	W/2 SW/4	3-25S-35E	17980
		W/2 W/2	10-25S-35E	

District I

1625 N. French Dr., Hobbs, NM 88240
Phone:(575) 393-6161 Fax:(575) 393-0720

District II

811 S. First St., Artesia, NM 88210
Phone:(575) 748-1283 Fax:(575) 748-9720

District III

1000 Rio Brazos Rd., Aztec, NM 87410
Phone:(505) 334-6178 Fax:(505) 334-6170

District IV

1220 S. St Francis Dr., Santa Fe, NM 87505
Phone:(505) 476-3470 Fax:(505) 476-3462

State of New Mexico
Energy, Minerals and Natural Resources
Oil Conservation Division
1220 S. St Francis Dr.
Santa Fe, NM 87505

CONDITIONS

Action 35481

CONDITIONS

Operator: COG OPERATING LLC 600 W Illinois Ave Midland, TX 79701	OGRID: 229137
	Action Number: 35481
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.	8/18/2021