

ABOVE THIS LINE FOR DIVISION USE ONLY

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



LOG Operating LLC
 Raptor 12 State Com
 #5 1H 3 2H

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

696

Application Acronyms:

- [NSL-Non-Standard Location] [NSP-Non-Standard Proration Unit] [SD-Simultaneous Dedication]
- [DHC-Downhole Commingling] [CTB-Lease Commingling] [PLC-Pool/Lease Commingling]
- [PC-Pool Commingling] [OLS - Off-Lease Storage] [OLM-Off-Lease Measurement]
- [WFX-Waterflood Expansion] [PMX-Pressure Maintenance Expansion]
- [SWD-Salt Water Disposal] [IPI-Injection Pressure Increase]
- [EOR-Qualified Enhanced Oil Recovery Certification] [PPR-Positive Production Response]

- [1] **TYPE OF APPLICATION** - Check Those Which Apply for [A]
- [A] Location - Spacing Unit - Simultaneous Dedication
 NSL NSP SD
- Check One Only for [B] or [C]
- [B] Commingling - Storage - Measurement
 DHC CTB PLC PC OLS OLM
- [C] Injection - Disposal - Pressure Increase - Enhanced Oil Recovery
 WFX PMX SWD IPI EOR PPR
- [D] Other: Specify _____
- [2] **NOTIFICATION REQUIRED TO:** - Check Those Which Apply, or Does Not Apply
- [A] Working, Royalty or Overriding Royalty Interest Owners
- [B] Offset Operators, Leaseholders or Surface Owner
- [C] Application is One Which Requires Published Legal Notice
- [D] Notification and/or Concurrent Approval by BLM or SLO
U.S. Bureau of Land Management - Commissioner of Public Lands, State Land Office
- [E] For all of the above, Proof of Notification or Publication is Attached, and/or,
- [F] Waivers are Attached
- [3] **SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION INDICATED ABOVE.**

[4] **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.

Brian Maiorino
 Print or Type Name

B. Maiorino
 Signature

Regulatory Analyst
 Title

7/12/12
 Date

bmaiorino@concho.com
 e-mail Address



RECEIVED OGD

August 3, 2012

New Mexico Oil Conservation Division
Richard Ezeanyim
1220 S St. Francis Drive
Santa Fe, New Mexico 87505

Re: Raptor 12 State Com Battery Commingle of State Leases V0-8390 and V0-8391

Mr. Ezeanyim,

COG Operating LLC respectfully requests approval for CTB Commingle on our Raptor 12 State Com Leases. These leases will have one battery location requiring Surface Commingling of V0-8390 and V0-8391.

Production to the Raptor 12 State Com Battery will consist of the following wells:

Raptor 12 State Com #1H Eddy County, NM API # 30-015-38971 Surface: 400 FSL & 200 FWL, Sec 12 T16S, R28E, Unit M	Raptor 12 State Com #2H Eddy County, NM API # 30-015-39860 Surface: 1980 FSL & 330 FEL, Sec 12 T16S, R28E, Unit I
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Consolidating production from two leases to one battery will extend the economic life for these wells and lessen surface disturbance. Commingling will not reduce the value of production.

The Raptor 12 State Com Battery has diverse ownership for all wells going into that facility. These wells will be producing from the Crow Flats; Abo and Ishee Lake; Abo pools. I have attached a diagram of the battery facility, a map showing all well and facility locations, admin checklist, notice to all interest owners, and a copy of the pending Comunitization Agreements for each well.

Please contact me at 432-221-0467 should you have any questions.

Sincerely,

Brian Maiorino
Regulatory Analyst
COG Operating, LLC

COG Operating LLC is requesting approval for surface commingling (CTB) of hydrocarbon production from the following formation(s) and well(s):

Lease No.: V0-8390-2 Tract 1 and V0-8391 Tract 2, Com No.: not yet approved

<u>Well Name</u>	<u>API No.</u>	<u>Loc: ¼ ¼ Sec. Twp. Rng.</u>	<u>Formation</u>	<u>BOPD</u>	<u>Oil Gravity</u>	<u>MCFPD</u>
Raptor 12 State Com 2H	30-015-39860	NESE, Sec.12, T16S, R28E,I	Crow Flats; Abo	335	40.8/@60°	364

With hydrocarbon production from:

Lease No.: V0-8390 Tract 1 and V0-8391 Tract 2, Com No. : Not yet approved

<u>Well Name</u>	<u>API No.</u>	<u>Loc: ¼ ¼ Sec. Twp. Rng.</u>	<u>Formation</u>	<u>BOPD</u>	<u>Oil Gravity</u>	<u>MCFPD</u>
Raptor 12 State Com 1H	30-015-38971	SESE, Sec.12, T16S, R28E,P	Ishee Lake; Abo	98	40.8/@60°	209

The storage and measuring facility is located at SESE, Sec.12, T16S, R28E on lease V0-8391, Eddy County, New Mexico. NMOCD will be notified if there is any future change in the facility location.

Details of the proposed method for allocating production to contributing sources are as follows:

Oil and Gas are to be measured at individual test facilities at the Raptor 12 State Com 1H Battery, and production allocated based on monthly well tests. Gas is to be sold at DCP sales meter #727906-00 located at Blackhawk 11 Fed Com 1H facility, SWSW, Sec 11, T16S, R28E.

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: 550 West Texas Ave. Suite 100, Midland, TX 79701
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: Crow Flats; Abo 97691 and Ishee Lake; Abo 97627
(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 E.

(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: B. Maiorino TITLE: Regulatory Analyst DATE: 7/12/12
TYPE OR PRINT NAME Brian Maiorino TELEPHONE NO.: 432-221-0467
E-MAIL ADDRESS: bmaiorino@concho.com

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 Road, Aztec, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170
DISTRICT IV
1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

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 30-015-39860	Pool Code 97691	Pool Name Crow Flats;Abo
Property Code 38721	Property Name RAPTOR 12 STATE COM	Well Number 2H
OGRID No. 229137	Operator Name COG OPERATING, LLC	Elevation 3589'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
I	12	16-S	28-E		1980	SOUTH	330	EAST	EDDY

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	12	16-S	28-E		1980	SOUTH	330	WEST	EDDY

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
160.00			

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>GEODETIC COORDINATES NAD 27 NME</p> <p>SURFACE LOCATION Y=704250.6 N X=564904.0 E</p> <p>LAT.=32.935881° N LONG.=104.121785° W</p> <p>BOTTOM HOLE LOCATION Y=704349.5 N X=560336.2 E</p>	<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><i>B. Maiorino</i> 7/12/12 Signature Date</p> <p>Brian Maiorino Printed Name</p> <p>bmaiorino@concho.com E-mail Address</p>
<p>CORNER COORDINATES TABLE</p> <p>Ⓐ - Y=705049.2 N, X=560011.9 E Ⓑ - Y=704913.3 N, X=565239.4 E Ⓒ - Y=703713.1 N, X=560001.1 E Ⓓ - Y=703588.6 N, X=565228.4 E</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 3, 2012</p> <p>Date of Survey</p> <p><i>Ronald J. Eidson</i> Signature of Professional Surveyor</p> <p>NEW MEXICO REGISTRATION NO. 3239 RONALD J. EIDSON Surveyor</p> <p>01/17/2012</p> <p>Certification Commission Ronald J. Eidson 12641 Ronald J. Eidson 3239</p> <p>AF JWSC W.O.: 11.11.2627</p>

DISTRICT I
1625 N. FRENCH DR., HOBBS, NM 88240
DISTRICT II
1301 W. GRAND AVENUE, ARTESIA, NM 88210
DISTRICT III
1000 RIO BRAZOS RD., AZTEC, NM 87410
DISTRICT IV
11885 S. ST. FRANCIS DR., SANTA FE, NM 87505

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 July 16, 2010
Submit to Appropriate
District Office

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-015-38971	Pool Code 97627	Pool Name Ishee Lake; Abo
Property Code 38593	Property Name RAPTOR 12 STATE COM	Well Number 1H
OGRID No. 229137	Operator Name COG OPERATING, LLC	Elevation 3533'

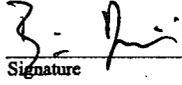
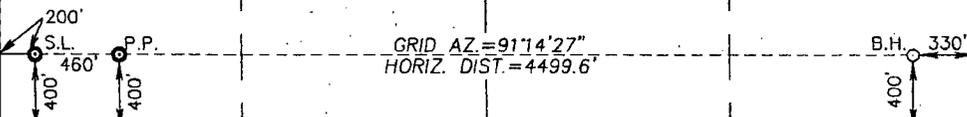
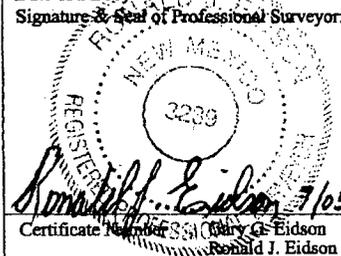
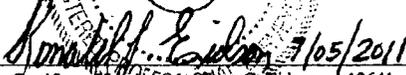
Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	12	16-S	28-E		400	SOUTH	200	WEST	EDDY

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
P	12	16-S	28-E		400	SOUTH	330	EAST	EDDY
Dedicated Acres 160	Joint or Infill	Consolidation Code	Order No.						

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

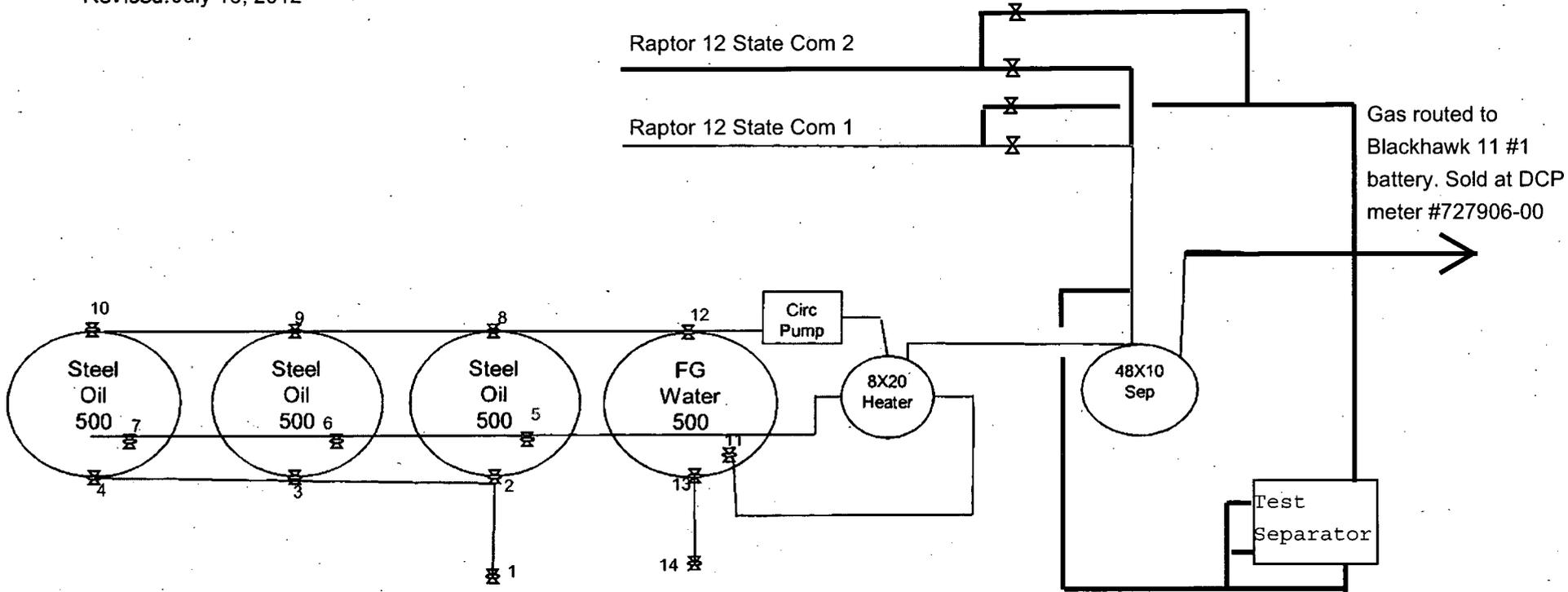
<p style="text-align: center;">GEODETTIC COORDINATES NAD 27 NME</p> <p style="text-align: center;">SURFACE LOCATION Y=702772.6 N X=560193.5 E LAT.=32.931843° N LONG.=104.137147° W</p> <p style="text-align: center;">BOTTOM HOLE LOCATION Y=702670.9 N X=564890.8 E</p> <p style="text-align: center;">PENETRATION POINT Y=702762.7 N X=560653.4 E</p>	<p>OPERATOR CERTIFICATION</p> <p><i>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.</i></p> <p style="text-align: right;">  Signature 7/12/12 Date </p> <p style="text-align: center;"> Brian Maiorino Printed Name bmaiorino@concho.com E-mail Address </p>
	<p>SURVEYOR CERTIFICATION</p> <p><i>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.</i></p> <p style="text-align: center;">FEBRUARY 20, 2011</p> <p>Date of Survey</p> <p>Signature & Seal of Professional Surveyor:</p>
	<p style="text-align: center;">GRID AZ = 91°14'27"</p> <p style="text-align: center;">HORIZ. DIST. = 4499.6'</p>
	
 <p style="text-align: right;">  Certificate Number 3239 Ronald J. Eidson 3239 LA JWSC W.O.: 11.11.1475 </p>	

COG OPERATING LLC

Site Security Plan is located at:
550 W. Texas Suite 100, Midland, Texas 79701
(432)-683-7443

Revised: July 16, 2012

Raptor 12 State Com #1H Battery
400 FSL 200 FWL, 12-16S-32E
Eddy, NM, API #: 30-015-38971



Raptor 12 State Com #1H
400 FSL 200 FWL, 12-16S-32E
Eddy County, NM
API #: 30-015-38971

Raptor 12 State Com #2H
1980 FSL 330 FEL, 12-16S-28E
Eddy County, NM
API #: 30-015-39860

Production Phase:
Valves: #1, 2, 3, 4 Closed
Valve: #11 Open
Valves: #5, 6 or 7 Open
Valves: #8, 9 or 10 Open
Valves: #13, 14 Open for Water Transfer

Sales Phase:
Valve: #1 Open
Valves: #2, 3 or 4 or Open
Valves: #5, 6 or 7 Open
Valves: #8, 9, 10 Closed

Water is trucked to SWD

July 17, 2012

Crump Energy Partners, LLC
P.O. Box 50820
Midland, TX 79710

Certified Mail: 91 7199 9991 7030 4044 9418

Re: Raptor 12 State Com Battery Commingle of State Lease V0-8390, V0-8391, and V0-8390-2

To Whom It May Concern:

This letter will serve as notice under Rule 104.F (3) that COG Operating LLC has requested administrative approval from the Oil Conservation Division in Santa Fe, NM for Lease Commingle of production from the following wells to the Leo 3 Fed Com 1H Tank Battery:

Raptor 12 State Com #1H Eddy County, NM API # 30-015-38971 Surface: 400 FSL & 200 FWL, Sec 12, T16S, R28E, Unit M	Raptor 12 State Com #2H Eddy County, NM API # 30-015-39860 Surface: 1980 FSL & 330 FEL, Sec 12 T16S, R28E, Unit I
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Should your company have any objection, it must be filed in writing within twenty (20) days from the date of this notice. The Division Director may approve the Surface Commingle if no objection has been made within the 20 days after the application has been received.

Attachments: 1 copy of OCD application

Sincerely,

Brian Maiorino
Regulatory Analyst
COG Operating LLC

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input checked="" type="checkbox"/> Roxanna Pardo <input type="checkbox"/> Agent <input type="checkbox"/> Address
1. Article Addressed to: Crump Energy Partners, LLC P.O. Box 50820 Midland, TX 79710	B. Received by (Printed Name) Roxanna Pardo C. Date of Delivery 7-26-12
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
2 91 7199 9991 7030 4044 9418	

July 17, 2012

Crown Oil Partners, LP
P.O. Box 50820
Midland, TX 79710

Certified Mail: 91 7199 9991 7030 4044 9418

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Brian Maiorino
Regulatory Analyst
COG Operating LLC

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---	---

2. A. 917199 9991 7030 4044 9418

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-N

July 17, 2012

Manzano Energy Partners, LLC
P.O. Box 50820
Roswell, NM 88202

Certified Mail: 91 7199 9991 7030 4044 9418

Re: Raptor 12 State Com Battery Commingle of State Lease V0-8390, V0-8391, and V0-8390-2

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Regulatory Analyst
COG Operating LLC

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<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Diana Lettles</i> C. Date of Delivery <i>7/25/12</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p> <p><i>PO Box 2107 Roswell, NM 88202</i></p>
<p>1. Article Addressed to:</p> <p>Manzano Energy Partners, LLC P.O. Box 50820 Roswell, NM 88202</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from)</p> <p>91 7199 9991 7030 4044 9395</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

July 17, 2012

Crown Oil Partners III L.P.
P.O. Box 50820
Midland, TX 79701

Certified Mail: 91 7199 9991 7030 4044 9418

Re: Raptor 12 State Com Battery Commingle of State Lease V0-8390, V0-8391, and V0-8390-2.

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1. Article Addressed to:	B. Received by (Printed Name)	C. Date of Delivery
Crown Oil Partners III L.P. P.O. Box 50820 Midland, TX 79701	Roxanne Pando	7-27-12
2. Article Number (Transfer from)	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
91 7199 9991 7030 4044 9388	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

July 17, 2012

Hanley Petroleum Inc.
415 W. Wall, Suite 1500
Midland, TX 79701

Certified Mail: 91 7199 9991 7030 4044 9418

Re: Raptor 12 State Com Battery Commingle of State Lease V0-8390, V0-8391, and V0-8390-2

To Whom It May Concern:

This letter will serve as notice under Rule 104.F (3) that COG Operating LLC has requested administrative approval from the Oil Conservation Division in Santa Fe, NM for Lease Commingle of production from the following wells to the Leo 3 Fed Com 1H Tank Battery:

Raptor 12 State Com #1H Eddy County, NM API # 30-015-38971 Surface: 400 FSL & 200 FWL, Sec 12, T16S, R28E, Unit M	Raptor 12 State Com #2H Eddy County, NM API # 30-015-39860 Surface: 1980 FSL & 330 FEL, Sec 12 T16S, R28E, Unit I
---	---

Should your company have any objection, it must be filed in writing within twenty (20) days from the date of this notice. The Division Director may approve the Surface Commingle if no objection has been made within the 20 days after the application has been received.

Attachments: 1 copy of OCD application

Sincerely,

Brian Maiorino
Regulatory Analyst
COG Operating LLC

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
1. Article Addressed to: Hanley Petroleum Inc. 415 W. Wall, Suite 1500 Midland, TX 79701	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.
2. Article Number (10 digit) 91 7199 9991 7030 4044 9371	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1	

July 17, 2012

TBO Oil and Gas, LLC
4505 Mockingbird Lane
Midland, TX 79707

Certified Mail: 91 7199 9991 7030 4044 9418

Re: Raptor 12 State Com Battery Commingle of State Lease V0-8390, V0-8391, and V0-8390-2

To Whom It May Concern:

This letter will serve as notice under Rule 104.F (3) that COG Operating LLC has requested administrative approval from the Oil Conservation Division in Santa Fe, NM for Lease Commingle of production from the following wells to the Leo 3 Fed Com 1H Tank Battery:

Raptor 12 State Com #1H Eddy County, NM API # 30-015-38971 Surface: 400 FSL & 200 FWL, Sec 12, T16S, R28E, Unit M	Raptor 12 State Com #2H Eddy County, NM API # 30-015-39860 Surface: 1980 FSL & 330 FEL, Sec 12 T16S, R28E, Unit I
---	---

Should your company have any objection, it must be filed in writing within twenty (20) days from the date of this notice. The Division Director may approve the Surface Commingle if no objection has been made within the 20 days after the application has been received.

Attachments: 1 copy of OCD application

Sincerely,

Brian Maiorino
Regulatory Analyst
COG Operating LLC

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee B. Received by (Printed Name) ERIC BRACTON 7/20/12 C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
1. Article Addressed to: TBO Oil and Gas, LLC 4505 Mockingbird Lane Midland, TX 79707	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.
2. Article (Tracked) 91 7199 9991 7030 4044 9357	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes

July 17, 2012

H6 Holdings
2300 N. "L" Street
Midland, TX 79705

Certified Mail: 91 7199 9991 7030 4044 9418

Re: Raptor 12 State Com Battery Commingle of State Lease V0-8390, V0-8391, and V0-8390-2

To Whom It May Concern:

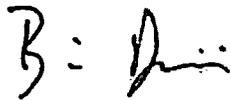
This letter will serve as notice under Rule 104.F (3) that COG Operating LLC has requested administrative approval from the Oil Conservation Division in Santa Fe, NM for Lease Commingle of production from the following wells to the Leo 3 Fed Com 1H Tank Battery:

Raptor 12 State Com #1H Eddy County, NM API # 30-015-38971 Surface: 400 FSL & 200 FWL, Sec 12, T16S, R28E, Unit M	Raptor 12 State Com #2H Eddy County, NM API # 30-015-39860 Surface: 1980 FSL & 330 FEL, Sec 12 T16S, R28E, Unit I
---	---

Should your company have any objection, it must be filed in writing within twenty (20) days from the date of this notice. The Division Director may approve the Surface Commingle if no objection has been made within the 20 days after the application has been received.

Attachments: 1 copy of OCD application

Sincerely,



Brian Maiorino
Regulatory Analyst
COG Operating LLC

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <i>[Handwritten Signature]</i>	<input type="checkbox"/> Age <input type="checkbox"/> Adr
1. Article Addressed to: H6 Holdings 2300 N. "L" Street Midland, TX 79705	B. Received by (Printed Name) <i>David W. Hanson</i>	C. Date of 7-
2. Article Number 91 7199 9991 7030 4044 9418	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merch. <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

English

Customer Service

USPS Mobile



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Manage Your Mail

Track & Confirm

GET EMAIL UPDATES

PRINT DETAILS

YOUR LABEL NUMBER	SERVICE	STATUS OF YOUR ITEM	DATE & TIME	
9171999991703040449333 Hide Details	First-Class Mail®	Depart USPS Sort Facility	July 28, 2012	N
		Processed at USPS Origin Sort Facility	July 28, 2012, 5:09 am	N
		Accepted at USPS Origin Sort Facility	July 28, 2012, 3:54 am	N
		Electronic Shipping Info Received	July 25, 2012	
9171999991703040449364 Hide Details	First-Class Mail®	Delivered	July 27, 2012, 12:49 pm	N
		Depart USPS Sort Facility	July 27, 2012	N
		Processed through USPS Sort Facility	July 27, 2012, 12:42 am	N
		Electronic Shipping Info Received	July 25, 2012	

GET EMAIL UPDATES

PRINT DETAILS

Check on Another Item

What's your label (or receipt) number?

Find

July 17, 2012

Jarvis J. Slade
535 Madison Avenue-4th Floor
New York, NY 10022

Certified Mail: 91 7199 9991 7030 4044 9364

Re: Raptor 12 State Com Battery Commingle of State Lease V0-8390, V0-8391, and V0-8390-2

To Whom It May Concern:

This letter will serve as notice under Rule 104.F (3) that COG Operating LLC has requested administrative approval from the Oil Conservation Division in Santa Fe, NM for Lease Commingle of production from the following wells to the Leo 3 Fed Com 1H Tank Battery:

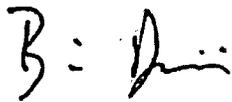
Raptor 12, State Com #1H
Eddy County, NM
API # 30-015-38971
Surface: 400 FSL & 200 FWL, Sec 12,
T16S, R28E, Unit M

Raptor 12 State Com #2H
Eddy County, NM
API # 30-015-39860
Surface: 1980 FSL & 330 FEL, Sec 12
T16S, R28E, Unit I

Should your company have any objection, it must be filed in writing within twenty (20) days from the date of this notice. The Division Director may approve the Surface Commingle if no objection has been made within the 20 days after the application has been received.

Attachments: 1 copy of OCD application

Sincerely,



Brian Maiorino
Regulatory Analyst
COG Operating LLC

July 17, 2012

LHAH Properties, LLC
4515 W. Wall, Suite 1500
Midland, TX 79701

Certified Mail: 91 7199 9991 7030 4044 9333

Re: Raptor 12 State Com Battery Commingle of State Lease V0-8390, V0-8391, and V0-8390-2

To Whom It May Concern:

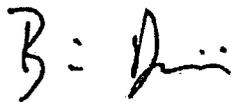
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Raptor 12 State Com #1H Eddy County, NM API # 30-015-38971 Surface: 400 FSL & 200 FWL, Sec 12, T16S, R28E, Unit M	Raptor 12 State Com #2H Eddy County, NM API # 30-015-39860 Surface: 1980 FSL & 330 FEL, Sec 12 T16S, R28E, Unit I
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Attachments: 1 copy of OCD application

Sincerely,



Brian Maiorino
Regulatory Analyst
COG Operating LLC

NM State Land Office
Oil, Gas, & Minerals Division

STATE/STATE OR
STATE/FEE
Revised March 2007

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL MEN BY THESE PRESENTS:

STATE OF NEW MEXICO)
COUNTY OF LEA)^{SS}

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of July 28, 2011, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized area on an acreage or other basis found by the Commissioner to be fair and equitable.

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 leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the L. Abo/Wolfcamp formation (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

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 undersigned as follows:

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

Township 16 South, Range 28 East, NMPM
Section 12: S2S2
Eddy County, New Mexico

Containing 160.00 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "Communitized Substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.
4. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

5. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

6. The commencement, completion, and continued operation or production of a well or wells for communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

7. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

8. COG Operating LLC shall be the Operator of said communitized area and all matters of operation shall be determined and performed by COG Operating LLC.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this Agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such production, and a report of the status

of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR & LESSEE OF RECORD:

COG OPERATING LLC

Successor in Interest to COG Oil & Gas, L.P.

By: *Gregory K. Daggett*
GD Gregory K. Daggett *me*
Attorney-in-Fact

LESSEE OF RECORD:

CROWN OIL PARTNERS III, LP

By: _____
Name:
Title:

WORKING INTEREST OWNERS:

MANZANO ENERGY PARTNERS, LP

By: _____
Kenneth Barbe, Jr.
Manager

HANLEY PETROLEUM INC.

By: _____
Brett K. Bracken
Vice President/General Manager

JARVIS J. SLADE

TBO OIL & GAS, LLC

By: _____
Brett K. Bracken
President / Treasurer

H 6 HOLDINGS

By: _____
Janet Hanson
Manager

LHAH PROPERTIES, LLC

By: _____
W. L. Hanley, Jr.
Manager

BLACK CROWN ENERGY PARTNERS LP

By: _____
Michael E. Black
President

CRUMP ENERGY PARTNERS LP

By: _____
William Crump
Vice President

ACKNOWLEDGEMENTS

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on August 1, 2011, by Gregory K. Daggett, Attorney-in-Fact, of COG Operating, LLC, a Delaware limited liability company, on behalf of said company.



Traci Conner

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2011, by _____, as _____ of Crown Oil Partners III, LP, a _____ limited partnership, on behalf of same.

Notary Public in and for the State of Texas

STATE OF NEW MEXICO

COUNTY OF CHAVES

This instrument was acknowledged before me on _____, 2011, by Kenneth Barbe, Jr., as Manager of Manzano Energy Partners, LP, a Delaware limited liability company, on behalf of same.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2011, by Brett K. Bracken, as Vice President/General Manager of Hanley Petroleum Inc., a Texas corporation, on behalf of same.

Notary Public in and for the State of Texas

STATE OF NEW YORK

COUNTY OF NEW YORK

This instrument was acknowledged before me on _____, 2011, by Jarvis J. Slade.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2011, by Brett K. Bracken, as President/Treasurer of TBO Oil & Gas LLC, a Texas limited liability company, on behalf of same.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2011, by Janet Hanson, as Manager of H6 Holdings, LLC, a _____ limited liability company, on behalf of same.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2011, by W. L. Hanley, Jr. as Manager of LHAH Properties LLC, a Delaware limited liability company, on behalf of same.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2011, by Michael E. Black, as President of Black Crown Energy Partners LP, a _____ limited partnership, on behalf of same.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2011, by William Crump, as Vice President of Crump Energy Partners LLC, a _____ limited liability company, on behalf of same.

Notary Public in and for the State of Texas

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated July 28, 2011, covering S2S2 of Section 12, Township 16 South, Range 28 East, NMPM, Eddy County, New Mexico

OPERATOR of Communitized Area: COG Operating LLC

DESCRIPTION OF LEASES COMMITTED:

TRACT NO. 1

Serial No. of Lease: V0-8390
Date of Lease: December 1, 2008
Lessor: State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record: COG Operating LLC
Description of Lands Committed: Insofar and only insofar as lease covers Township 16 South, Range 28 East, NMPM Section 12: S2SE Eddy County, New Mexico
No. of Acres: 80.00
Royalty Rate: 1/6th
Name and Percent of ORRI Owners: None

Name and Percent of WI Owners:

COG Oil & Gas LLC

	<u>100.00000000%</u>
TOTAL	100.00000000%

TRACT NO. 2

Serial No. of Lease: V0-8391
Date of Lease: December 1, 2008
Lessor: State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record: Crown Oil Partners III, LP
Description of Lands Committed:
Insofar and only insofar as lease covers
Township 16 South, Range 28 East, NMPM
Section 12: S2SE
Eddy County, New Mexico
No. of Acres: 80.00
Royalty Rate: 1/6th
Name and Percent of WI Owners:

Hanley Petroleum Inc.	18.75%*
Jarvis J. Slade	1.25 %*
TBO Oil & Gas, LLC	1.25 %*
H 6 Holdings	1.25 %*
LHAH Properties, LLC	2.50 %*
Manzano Energy Partners, LLC	50.00%**
Black Crown Energy Partners, LP	12.50%
Crump Energy Partners, LLC	<u>12.50%</u>
	100.00%

Name and Percent of ORRI Owners:

*The Hanley Petroleum Inc., et all working interest above bears a .00625 (.25 x .025) ORRI; and a .0625 (.25 x .25) reversionary interest in the operating rights at "payout". Each such interests owned equally by the following parties:
Black Crown Energy Partners, LP
Crump Energy Partners, LLC

**The Manzano Energy Partners, LLC working interest above bears a .02916667 (.50 x .05833333) ORRI; and a .075 (.50 x .15) reversionary interest in the operating rights at "payout". Each such interests owned equally by the following parties:
Black Crown Energy Partners, LP
Crump Energy Partners, LLC

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area
No. 1	80.00	50.0000%
No.2	<u>80.00</u>	<u>50.0000%</u>
	160.00	100.0000%

COMMUNITIZATION AGREEMENT: Raptor 12 State Com #2H
ONLINE Version

KNOW ALL MEN BY THESE PRESENTS:

STATE OF NEW MEXICO)
COUNTY OF LEA)^{SS)}

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of March 3, 2012, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized area on an acreage or other basis found by the Commissioner to be fair and equitable.

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 leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the L. Abo/Wolfcamp formation (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

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 undersigned as follows:

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

Township 16 South, Range 28 East, NMPM

Section 12: N2S2

Eddy County, New Mexico

Containing 160.00 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "Communitized Substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

5. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

6. The commencement, completion, and continued operation or production of a well or wells for communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

7. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

8. COG Operating LLC shall be the Operator of said communitized area and all matters of operation shall be determined and performed by COG Operating LLC.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the operator to obtain a pipeline connection or to market the gas therefrom, and if either: **(a)** a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or **(b)** each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this Agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to lands owned by the State of New Mexico,

written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR & LESSEE OF RECORD:

**COG OPERATING LLC
Successor in Interest to COG Oil & Gas, L.P.**

By: _____
Gayle L. Burleson
VP New Mexico

LESSEE OF RECORD:

CROWN OIL PARTNERS IV, LP.

By: _____

Michael E. Black
President

WORKING INTEREST OWNERS:

MANZANO ENERGY PARTNERS, LP

By: _____

Kenneth Barbe, Jr.
Manager

HANLEY PETROLEUM INC.

By: _____

Brett K. Bracken
Vice President/General Manager

JARVIS J. SLADE

TBO OIL & GAS, LLC

By: _____

Brett K. Bracken
President / Treasurer

H6 HOLDINGS

By: _____
Janet Hanson
Manager

LHAH PROPERTIES, LLC

By: _____
W. L. Hanley, Jr.
Manager

CROWN OIL PARTNERS, LP

By: _____
Michael E. Black
President

CRUMP ENERGY PARTNERS LP

By: _____
William Crump
Vice President

OAK VALLEY MINERAL AND LAND, LP

By: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2012, by Gayle L. Burselson, Vice President of New Mexico, of COG Operating, LLC, a Delaware limited liability company, on behalf of said company.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2012, by _____, as _____ of Crown Oil Partners IV, LP, a _____ limited partnership, on behalf of same.

Notary Public in and for the State of Texas

STATE OF NEW MEXICO

COUNTY OF CHAVES

This instrument was acknowledged before me on _____, 2012, by Kenneth Barbe, Jr., as Manager of Manzano Energy Partners, LP, a Delaware limited liability company, on behalf of same.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2012, by Brett K. Bracken, as Vice President/General Manager of Hanley Petroleum Inc., a Texas corporation, on behalf of same.

Notary Public in and for the State of Texas

STATE OF NEW YORK

COUNTY OF NEW YORK

This instrument was acknowledged before me on _____, 2012, by Jarvis J. Slade.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2012, by Brett K. Bracken, as President/Treasurer of TBO Oil & Gas LLC, a Texas limited liability company, on behalf of same.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2012, by Janet Hanson, as Manager of H6 Holdings, LLC, a _____ limited liability company, on behalf of same.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2012, by W. L. Hanley, Jr. as Manager of LHAH Properties LLC, a Delaware limited liability company, on behalf of same.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2012, by Michael E. Black, as President of Crown Oil Partners, LP. a _____ limited partnership, on behalf of same.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2012, by William Crump, as Vice President of Crump Energy Partners LLC, a _____ limited liability company, on behalf of same.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2012, by _____, as _____ of Oak Valley Mineral and Land, LP, a _____ limited partnership, on behalf of same.

Notary Public in and for the State of Texas

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated March 3, 2012 covering
N2S2 of Section 12, Township 16 South, Range 28 East, NMPM, Eddy County, New Mexico

OPERATOR of Communitized Area: COG Operating LLC

DESCRIPTION OF LEASES COMMITTED:

TRACT NO. 1

Serial No. of Lease: V0-8390-2
Date of Lease: December 1, 2008
Lessor: State of New Mexico acting by and through its Commissioner of Public
Lands
Lessee of Record: COG Operating LLC
Description of Lands Committed:
Insofar and only insofar as lease covers
Township 16 South, Range 28 East, NMPM
Section 12: N2SE
Eddy County, New Mexico
No. of Acres: 80.00
Royalty Rate: 1/6th
Name and Percent of ORRI Owners: None

Name and Percent of WI Owners:

COG Oil & Gas LLC

	<u>100.00000000%</u>
TOTAL	100.00000000%

TRACT NO. 2

Serial No. of Lease: V0-8391
Date of Lease: December 1, 2008
Lessor: State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record: Crown Oil Partners IV, LP
Description of Lands Committed: Insofar and only insofar as lease covers
Township 16 South, Range 28 East, NMPM
Section 12: N2SW
Eddy County, New Mexico
No. of Acres: 80.00
Royalty Rate: 1/6th
Name and Percent of WI Owners:

Hanley Petroleum Inc.	14.0625%*
Jarvis J. Slade	.9375 %*
TBO Oil & Gas, LLC	.9375 %*
H6 Holdings	.9375 %*
LHAH Properties, LLC	1.875 %*
Manzano Energy Partners, LLC	42.50%**
Crown Oil Partners IV, LP	12.50%
Crown Oil Partners, LP	13.75%**
Crump Energy Partners, LLC	<u>12.50%</u>
	100.00%

Name and Percent of ORRI Owners:

*Hanley Petroleum Inc., Jarvis J. Slade, TBO Oil & Gas, LLC, H6 Holdings, LHAH Properties, LLC., and Crown Oil Partners, LP working interest above bears a .00625 (.25 x.025) ORRI assigned to Oak Valley Mineral and Land, LP

**Manzano Energy Partners, LLC, and Crown Oil Partners, LP working interest above bears a .02916667 (.50 x.05833333) ORRI assigned to Oak Valley Mineral and Land, LP

