

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

**APPLICATION OF OPAL RESOURCES OPERATING CO., LLC
AND OPAL RESOURCES II, LLC
FOR A NON-STANDARD SPACING AND
PRORATION UNIT, A NON-STANDARD PROJECT AREA,
AND COMPULSORY POOLING,
LEA COUNTY, NEW MEXICO.**

Case No. 15621

Jade Well Pooling Hearing

Exhibits

No. 1 – Midland Map of proposed spacing unit/project area

No. 2 – C-102 Plat

No. 3 – Summary of interest owners in spacing unit (also reflecting those that are unleased)

No. 4 – Copy of lease proposal letter and form of lease sent to all MI owners

No. 5 – Affidavit of Notice

No. 6 – State Land Office Correspondence and Communitization Agreement

No. 7 – Copy of APD

No. 7-1 Copy of well proposal and AFE

No. 8 – Affidavit of Publication

No. 9 – Large Area Locator Map

No. 10 – Close-up Locator and Structure Map

No. 11 – Base Map with Cross-Section Locations

No. 12 – Stratigraphic Cross-section Map

No. 13 – Well construction diagram

<p>Trilogy Opal Res. 6-1-2019</p> <p>Trilogy (Pet. Tech. Serv.) Phillips (NO 7700)</p> <p>Mary Easley, Est. et al S & H Ent.</p>	<p>Opal Res. 11-5-2017 W/2 4-18-2019</p> <p>Double Eagle 11-21-2017</p>	<p>27.41 Double Eagle</p>
<p>Trilogy Opal Res. 4-16-2019</p> <p>(wo) (Sano) Near Jones 100.530</p> <p>Grimes Lund Co. SE 1/4</p>	<p>Double Eagle 11-21-2017</p> <p>Opal Res. 9-29-17 R. L. Cain (S)</p> <p>Double Eagle 11-21-17 Opal Res. 6-15-2019 Frank Salmon M. Ruth Snowden Tr. (S)</p>	<p>27.73</p>
<p>Trilogy Oper. Wes. Tex. P.M. et al, M.S.</p> <p>Trilogy Oper. B.A. et al U.S. Ruth Snowden (S)</p> <p>Trilogy Oper. Opal Res. 3-29-2019</p> <p>Accl George et al, I Min d. J. Geo Fortson Chance Kipshine (S) 10-16-19</p>	<p>U.S. M.I. Ruth Snowden Tr. (S)</p> <p>Maynard Oil et al E/2</p> <p>Forest Oil (Pet. Tech.) Carver Aba Dec</p> <p>Mins. Div. S & H Ent.</p>	<p>Opal Res. 9-25-2019 SW/4 3-29-2019 W/2</p> <p>R. Parton 7-1-2016 V-8893 \$178.32</p> <p>Double Eagle 11-21-2017 W/2</p> <p>Trilogy Op. W/2 F. Salmon, et al, M.I. Ruth Snow- den Tr. (S)</p>
<p>Opal Res. 7-1-2019</p> <p>Ruth Snowden Tr. (S)</p> <p>R. L. Cain (S)</p>	<p>Leede Op. 11-1-2016 117129 200.00</p> <p>Sandridge 10-12-2014 NW 1/4 W/2 SW 1/4 U.S. M.I.</p> <p>Clara Wright (S)</p>	<p>Opal Res. 10-1-2019 VO-9775 \$400.00 O BHL et al</p> <p>Grt. Westn. HBP (8-148)</p>
<p>First Nat. Borok Lubbock Tr. 1/4 M.I. Clara Wright</p>	<p>First Nat. Borok Lubbock Tr. 1/4 M.I.</p>	<p>28.05 28.79</p>
<p>Tr. Southern Standard J. Wal. Oil drop et al 1-26-19 McCasland & P (S) Soeigh</p>	<p>(Kaiser-Francis) LS M.I.</p>	<p>Kaiser-Francis "M.B. 2nd" L.H. Bantz Est. M.I. A.E. Brooks Jr. et al</p>

COORDINATES

NW COR. SEC. 29
NMSP-E (NAD 83)
N.(Y)=598310.7'
E.(X)=928296.6'
NMSP-E (NAD 27)
N.(Y)=598252.7'
E.(X)=887115.6'

N1/4 COR. SEC. 29
NMSP-E (NAD 83)
N.(Y)=598340.7'
E.(X)=930937.3'
NMSP-E (NAD 27)
N.(Y)=598283.0'
E.(X)=889756.4'

NE COR. SEC. 29
NMSP-E (NAD 83)
N.(Y)=598353.5'
E.(X)=931860.1'
NMSP-E (NAD 27)
N.(Y)=598295.8'
E.(X)=890679.2'

29

SW COR. SEC. 29
NW COR. SEC. 32
NMSP-E (NAD 83)
N.(Y)=593022.0'
E.(X)=928341.2'
NMSP-E (NAD 27)
N.(Y)=592964.0'
E.(X)=887160.0'

SE COR. SEC. 29
NE COR. SEC. 32
NMSP-E (NAD 83)
N.(Y)=593068.6'
E.(X)=931923.8'
NMSP-E (NAD 27)
N.(Y)=593010.9'
E.(X)=890742.6'

SW LEASE COR.
NMSP-E (NAD 83)
N.(Y)=591700.0'
E.(X)=928352.0'
NMSP-E (NAD 27)
N.(Y)=591642.1'
E.(X)=887170.8'

SE LEASE COR.
NMSP-E (NAD 83)
N.(Y)=591733.9'
E.(X)=930992.0'
NMSP-E (NAD 27)
N.(Y)=591676.0'
E.(X)=889810.7'

32

SW COR. SEC. 32
NMSP-E (NAD 83)
N.(Y)=587734.5'
E.(X)=928387.5'
NMSP-E (NAD 27)
N.(Y)=587676.5'
E.(X)=887206.0'

SE COR. SEC. 32
NMSP-E (NAD 83)
N.(Y)=587778.3'
E.(X)=931987.6'
NMSP-E (NAD 27)
N.(Y)=587720.5'
E.(X)=890806.1'

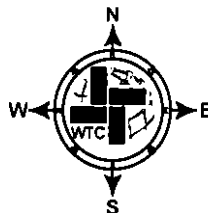
SECTION 29, T.19S., R.39E., N.M.P.M.

COUNTY: LEA STATE: NM

DESCRIPTION: 400' FNL & 400' FWL

OPERATOR: OPAL RESOURCES II, LLC

WELL NAME: JADE 19S-39E-S29 1H



DRIVING DIRECTIONS:

BEGINNING AT THE TEXAS AN NEW MEXICO BORDER ON NADINE ROAD; HEAD WEST APPROXIMATELY 0.7 MILES TO A LEASE ROAD ON RIGHT. TURN RIGHT ONTO LEASE ROAD AND HEAD NORTH APPROXIMATELY 0.4 MILE TO A BEND IN THE ROAD AND THE BEGINNING OF A PROPOSED LEASE ROAD THAT BEARS NORTH 2649 FEET THEN EAST 205 FEET TO A PROPOSED SOUTHWEST WELL PAD CORNER.

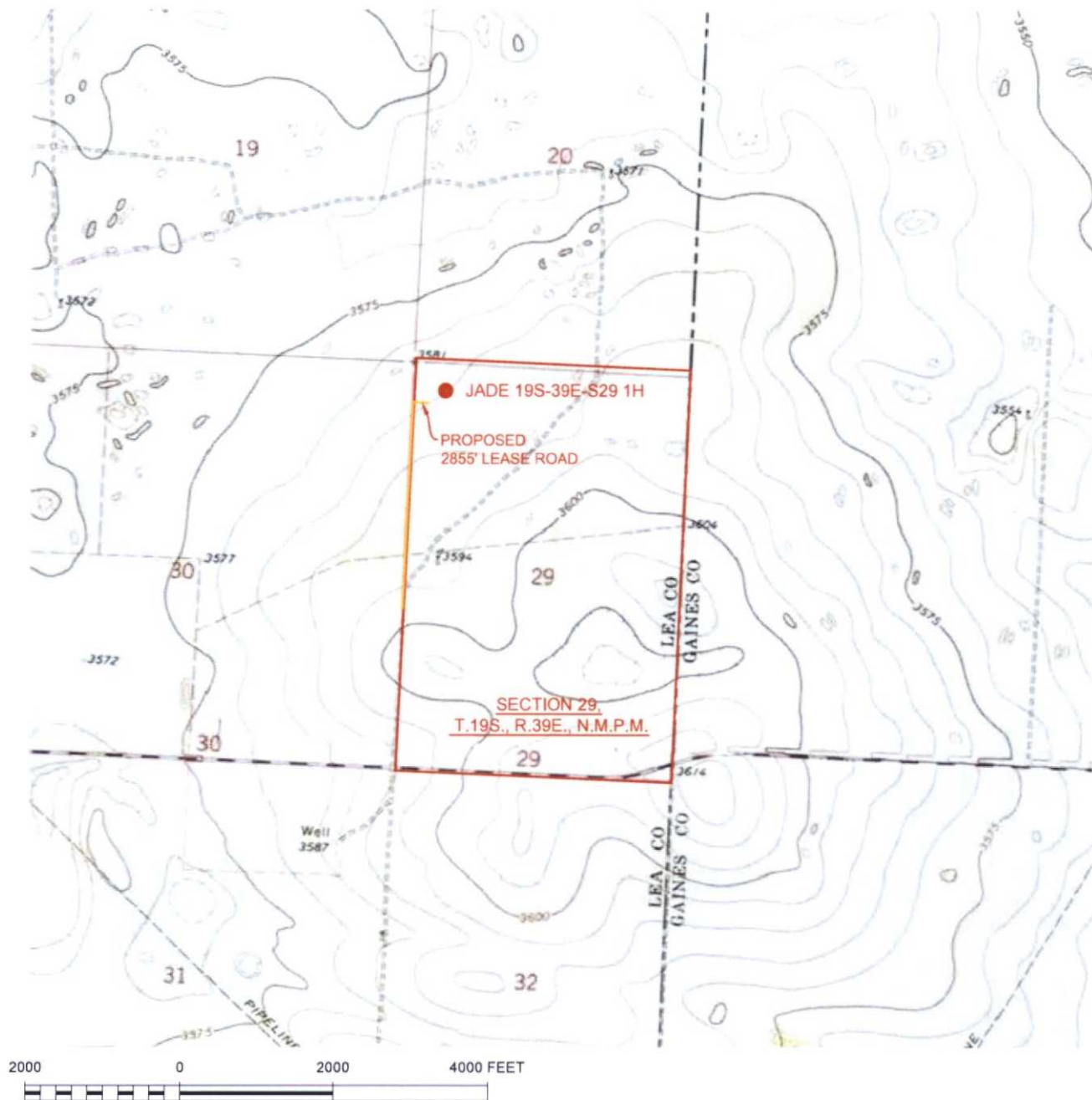


WTC, INC.
405 S.W. 1st STREET
ANDREWS, TEXAS 79714
(432) 523-2181



W.O. NUMBER: 51174

LOCATION VERIFICATION MAP



SCALE: 1" = 2000'

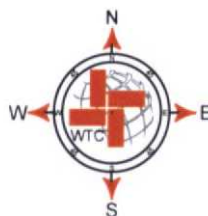
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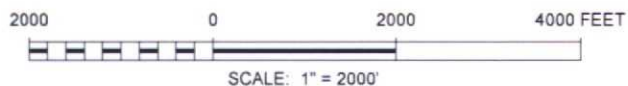
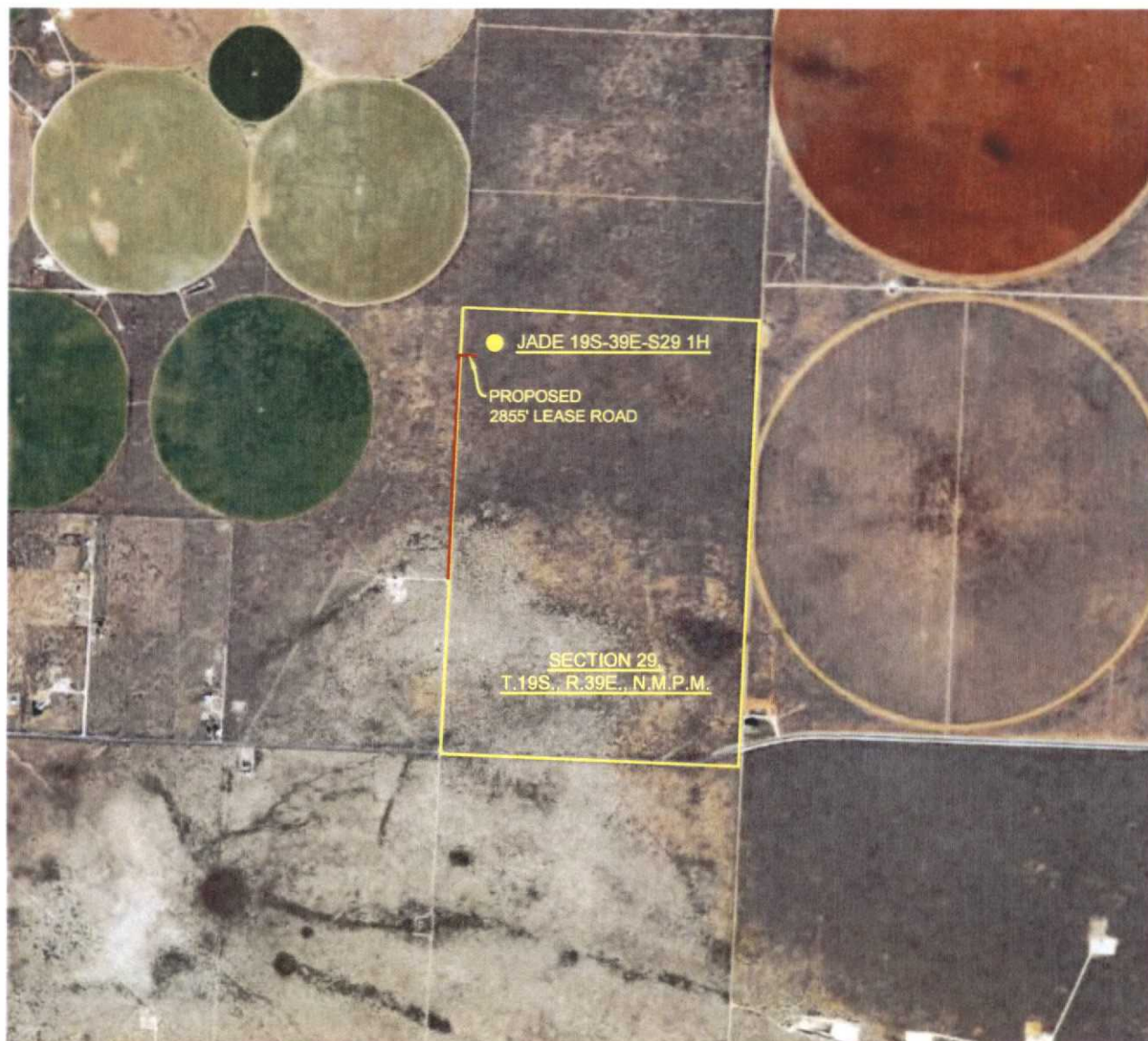


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AERIAL MAP



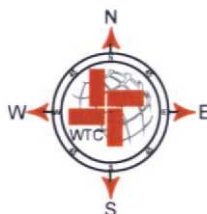
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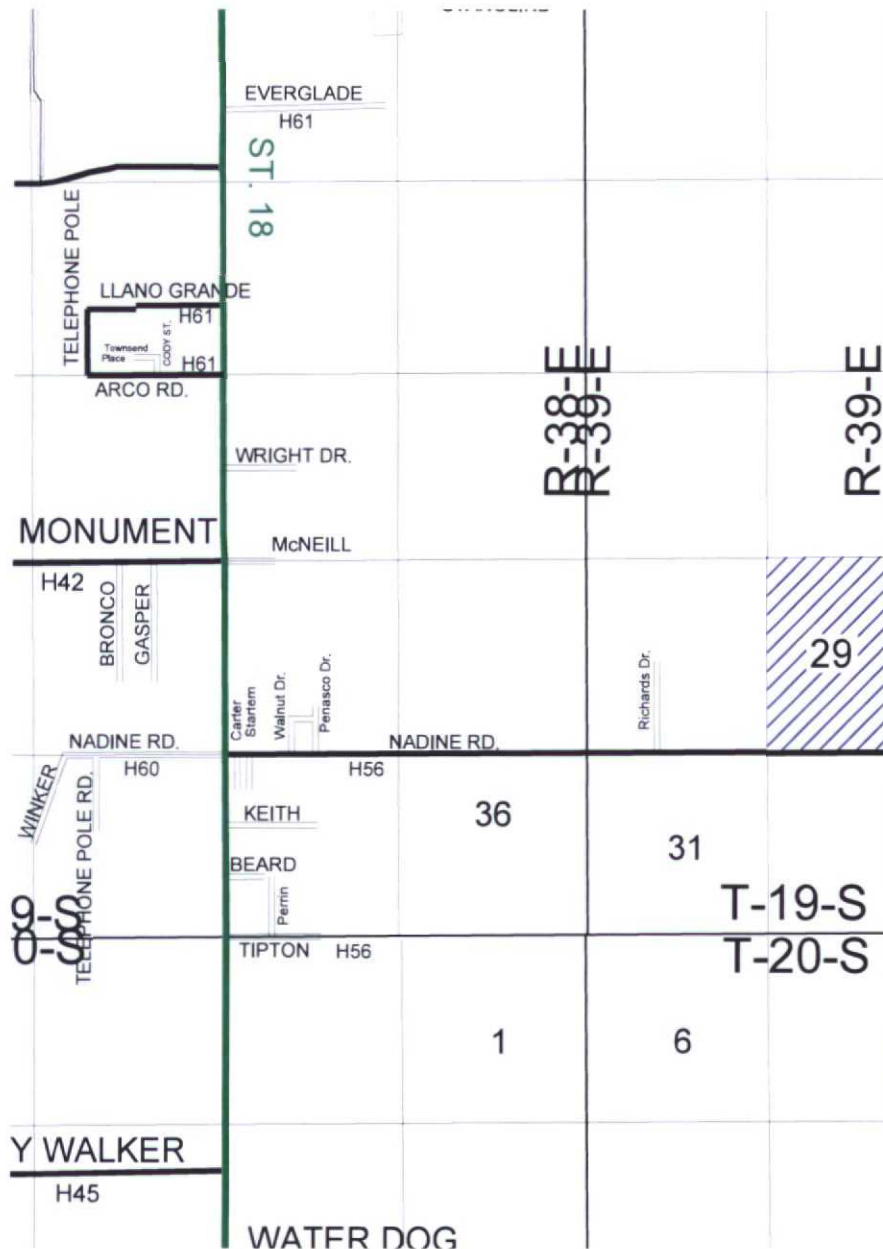


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VICINITY MAP



SECTION 29, T.19S., R.39E., N.M.P.M.

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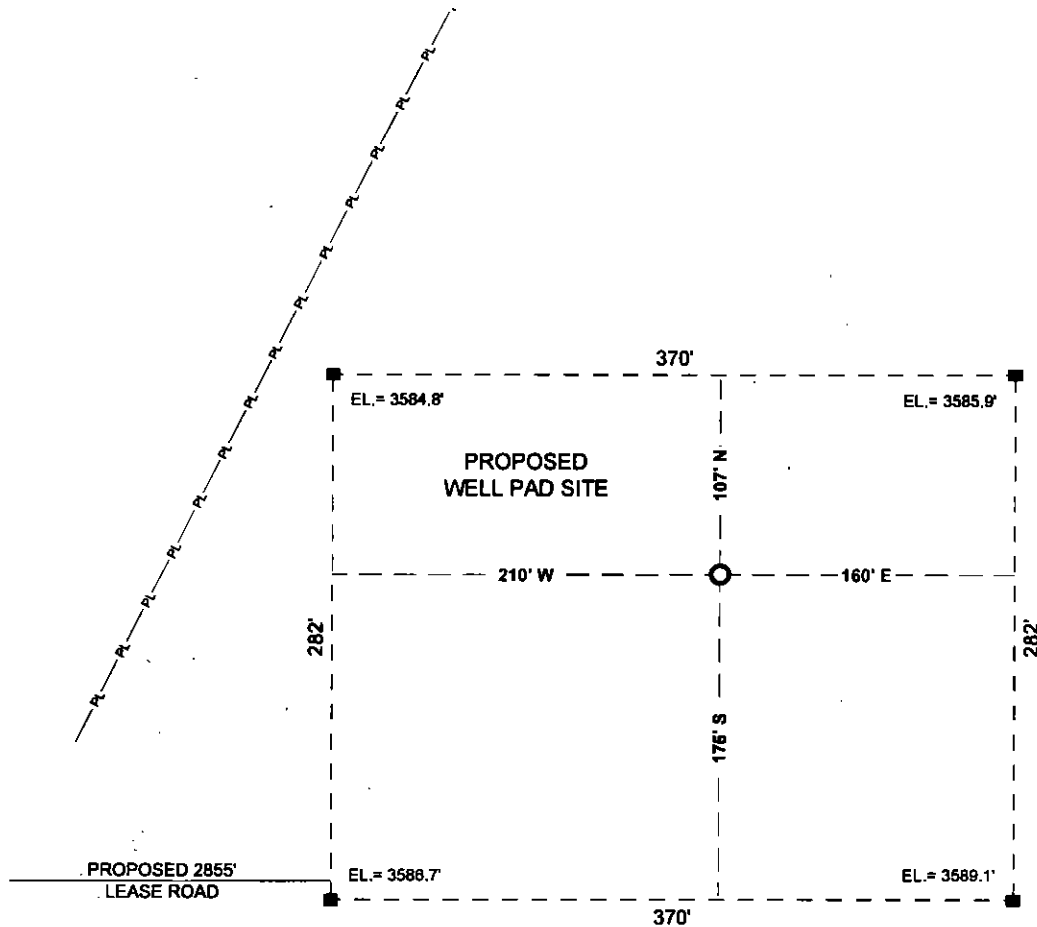


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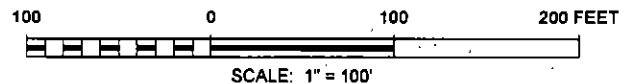


W.O. NUMBER: 51174

SITE LOCATION



SHL: JADE 19S-39E-S29 1H
 GR. ELEV. 3586.7'
 NMSP-E (NAD 83)
 N.(Y)=597915.1'
 E.(X)=928700.0'
 LAT.(N)=32°38'14.68"
 LONG.(W)=103°04'29.98"
 NMSP-E (NAD 27)
 N.(Y)=597857.2'
 E.(X)=887519.1'
 LAT.(N)=32.6372997°
 LONG.(W)=103.0745082°



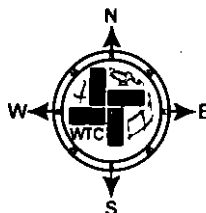
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EXHIBIT 3

Fee Simple Title To the Subject Lands (But Subject to Oil And Gas Leases as Indicated):

A. Tract 1 (W/2W/2 Section 29):

<u>Owner:</u>	<u>% of Mineral Interest:</u>	<u>Applicable Lease:</u>
Renee Osburn, as her separate property	2.083333%	1 (1/5 RI) ¹
Jodi Osburn Tolleson, as her separate property	2.083333%	2 (1/5 RI) ¹
Billie L. Osburn, as separate property	2.083334%	3 (1/5 RI) ¹
Stephen Nelson James, as his separate property	6.250000%	4 (1/5 RI) ¹
Ingrid D. Powell, Trustee of the C & I Powell Revocable Living Trust dated June 16, 1978	0.375000%	5 (1/5 RI)
Ingrid D. Powell, Successor Trustee of the Betty Kyte Dreessen Trust dated December 23, 1958	2.000000%	6 (1/5 RI)
Edward Dreessen, Jr., as his separate property	0.375000%	7 (1/5 RI)
Ingrid D. Powell and Edward Dreessen, Jr., as Trustees of the Betty Kyte Dreessen Revocable Living Trust dated October 17, 1977	3.125000%	8 (1/5 RI)
Cecile Marie Dreessen, as her separate property	0.375000%	9 (1/5 RI)

¹ This mineral interest owner only owns this share of the W/2NW/4 of Section 29. The W/2SW/4 Section 29, as to this share of interest, is owned by Laverna Lewis Bellis, Trustee of the Laverna Lewis Bellis 1999 Revocable Trust dated December 22, 1999 (1/24th mineral interest, Lease 20-25% royalty interest), Gena Zerlan and Kurt Hansen as Co-Executors of the Estate of Oneida Hansen, deceased (1/24th mineral interest, Lease 28-25% royalty interest), and Michael R. Chaffin & Kym B. Chaffin, Co-Trustees of the Geneva Lee Kleiner Revocable Trust (1/24th mineral interest, Lease 29-25% royalty interest).

South Fifth Energy, LLC	4.687500%	10 (1/4 RI)
Carter Family Minerals, LLC	4.687500%	11 (1/4 RI)
Progeny Minerals, LLC	3.125000%	12 (1/5 RI)
Morton J. Smith, III, as his separate property	0.781250%	13 (1/5 RI)
Emlea Smith Chanslor a/k/a Emlea Smith Robert, as her separate property	0.781250%	14 (1/5 RI)
Steve C. Cusack, as his separate property	0.217014%	15 (1/5 RI)
Michael F. Cusack, Trustee of the Cusack Family Revocable Trust (1998)	0.976563%	16 (1/5 RI)
Don M. Sharp, as his separate property	0.390625%	17 (1/4 RI)
ConocoPhillips Company	1.562500%	64 (1/4 RI)
Bradford A. Christmas, marital status unknown	0.507813%	45 (1/4 RI)
Christmas Mineral Interests, LLC	0.507813%	46 (1/4 RI)
Candy Christmas, as her separate property	0.507812%	18 (1/4 RI)
Helen Jane Christmas Barby, Trustee of the Helen Jane Christmas Barby Trust u/t/a dated February 14, 1992	0.507812%	30 (1/4 RI)
Joyce Ann Brown, as her separate property	1.093750%	21 (1/4 RI)
Robert Louis Linnell, Trustee of the Robert Louis Linnell Revocable Trust dated May 14, 2004	0.260417%	54 (1/4 RI)
Patti Watson Leake, as her separate property	0.130208%	34 (1/4 RI)

Fred A. Watson, as her separate property	0.130208%	49 (1/4 RI)
Robert A. McKee, as his separate property	0.260417%	55 (1/4 RI)
Sheryl McKee Kenny, as her separate property	0.260417%	56 (1/4 RI)
Roy V. Flesh, II, as his separate property	0.260417%	58 (1/4 RI)
Dianne Flesh Gumper, as her separate property	0.260417%	59 (1/4 RI)
CRJ Resources, LLC	3.125000%	25 (1/4 RI)
David Fred Carr, as his separate property	0.781250%	61 (1/4 RI)
LM Robinson, LLC	2.343750%	23 (1/4 RI)
Herring's Carter Minerals, LLC	3.125000%	31 (1/4 RI)
Debra D. Dye, as her separate property	3.125000%	48 (1/4 RI)
David M. Yager, Trustee of the David Bond Kyte 1997 Trust	3.125000%	Unleased
Noble Energy, Inc.	3.906250%	Unleased
Danglade/Speight Family Oil and Gas I, LP	7.812500%	26 (1/4 RI)
Heirs or devisees of Ollie S. Jones, deceased	3.125000%	Unleased
Latina W. True a/k/a Latina W. Smith, as her separate property	0.781250%	41 (1/4 RI)
Mary K. True a/k/a Mary Smith, as her separate property	0.781250%	44 (1/4 RI)
Christine Jane Walhstrom Bell, as her separate property	3.125000%	43 (1/5 RI)
H-D Mineral Properties	9.375000%	36 (1/4 RI)

Donna Lynette Powell, Trustee of the Donna Lynette Powell Revocable Trust	0.781250%	27 (1/4 RI)
Patricia E. Osborne, as her separate property	0.260417%	33 (1/4 RI)
Richard S. Stephens, as his separate property	0.260417%	35 (1/4 RI)
Erin E. Stephens, as her separate property	0.130208%	32 (1/4 RI)
Kathleen Marie Enriquez, as her separate property	0.130208%	37 (1/4 RI)
Carla Leet-Assaf, as her separate property	0.200315%	Unleased
Frederika A. Leet, as her separate property	0.046708%	50 (1/4 RI)
Carl F. Hatch, as his separate property	0.740125%	Unleased
Jeannie H. Collins, as her separate property	0.740125%	Unleased
Glen River f/k/a Glen F. Leet, Jr., as his separate property	0.306682%	51 (1/4 RI)
Cheedle Caviness and Elizabeth Caviness, as joint tenants with right of survivorship	1.145282%	Unleased
The Regents University of New Mexico, f/b/o Carl A. Hatch Professorship of Law and Public Administration Fund, University of New Mexico	0.565524%	42 (1/4 RI)
Timothy J. Cusack, as Trustee of the John Patrick Cusack Jr. Amended and Restated Declaration and Agreement of Trust dated July 21, 1995	0.976563%	60 (1/4 RI)
John P. Cusack, III, as his separate property	0.217014%	52 (1/4 RI)

Timothy J. Cusack, as his separate property	0.217014%	57 (1/4 RI)
Catherine A. Cusack, as her separate property	0.217014%	63 (1/4 RI)
Karen Cusack Pasquier f/k/a Karen Cusack Limas, as her separate property	0.217014%	22 (1/4 RI)
Craig A. Cusack, as his separate property	0.217014%	47 (1/4 RI)
Christopher R. Cusack, as his separate property	0.217014%	24 (1/4 RI)
Patrick P. Cusack, as his separate property	0.217013%	53 (1/4 RI)
Michael F. Cusack, Jr., as his separate property	0.217013%	62 (1/4 RI)
J.V. Selman & Burline A. Selman, Trustees of the Selman Family Trust u/t/a/ dated January 23, 1990	0.781250%	19 (1/4 RI)
Selman, LLC	0.781250%	19 (1/4 RI)
Frances Pearl Scarborough, as her separate property	0.781250%	19 (1/4 RI)
Frost Bank, Trustee of the Charles L. Hall Trust	0.416666%	38 (1/4 RI)
Albuquerque National Bank, Trustee for Kathryn Brandenburg	0.312500%	65 (1/4)
Frost Bank, Trustee of the Richard A. Hall Trust	0.416666%	40 (1/4 RI)
EH Minerals, LP	0.416666%	39 (1/4 RI)
James B. Sharp, as his separate property	0.390625%	19 (1/4 RI)
Opal Resources II, LLC	<u>2.505240%</u>	Applicant/Operator
TOTAL	100.000000%	

B. Tract 2 (N/2NW/4 Section 32):

<u>Owner:</u>	<u>% of Mineral Interest:</u>	<u>Applicable Lease:</u>
State of New Mexico, by and through the Commissioner of Public Lands	All	66 (1/6 RI)



309 W. 7th Street, Suite 200
Fort Worth, TX 76102
Tel 817.698.9393
Fax 817.698.9396

January 1st, 2017

RE: Oil and Gas Lease Offer

West ½ of Section 29, T19S, R39E Lea County, New Mexico

Mineral Owner,

Holland Services is an authorized leasing agent for Opal Resources II, LLC, a Houston, Texas based Oil and Gas operator. Our preliminary title work has shown that you will own an undivided mineral interest (being net mineral acres) under the above mentioned property, and thus we are extending an Oil & Gas lease offer.

The lease terms Opal Resources II, LLC is currently prepared to accept are as follows:

- **\$400.00 per net mineral acre**
- **25% royalty interest**
- **3 Year primary lease term**

Accompanying this Offer Letter, I have enclosed the Oil & Gas Lease, a W-9 tax form, and a Contact Sheet. After review, please sign and date these documents in the presence of a Notary Public and mail them back to us in the enclosed pre-paid envelope. Processing and payment typically occurs within 14 days, at which time a check will be mailed to the address provided on your W9 tax form.

Please note that this proposal in no way creates a contract or agreement between you and Holland Services, and will be valid for a period of 30 days, unless it is revoked sooner.

As you likely have questions, I can be reached by my contact information below. This is an exciting opportunity and I look forward to working with you.

Respectfully,

Walker Meadows, RPL
Landman / Crew Chief

HOLLAND SERVICES

Walker.Meadows@hollandservices.com

817.698.9393 (Direct)

817.994.3718 (Mobile)

HOLLANDSERVICES.COM
YOUR ONE STOP LAND MANAGEMENT COMPANY

EXHIBIT 4

NOTICE OF CONFIDENTIALITY RIGHTS: A NATURAL PERSON MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

REV PROD 88 PAID UP

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this ____ day of _____, 2017, between _____ Lessor (whether one or more), whose address is: _____, and **Opal Resources II, LLC** whose address is: 7600 W. Tidwell Road, Suite 500, Houston, Texas 77040 Lessee, WITNESSETH:

1. Lessor, in consideration of ten dollars and other valuable consideration, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of Lea, State of New Mexico, and is described as follows:

BEING the West Half (W/2) of Section 29, Township 19S, Range 39E, Lea County, NM, and containing 320.00 acres more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion, after-acquired title or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **320 acres**, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years from the date hereof, hereinafter called "primary term," and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-fourth (25%) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of one-fourth (25%) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-fourth (25%) of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-fourth (25%) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-fourth (25%) of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas, upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in such bank as directed by Lessor, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same. Lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a minimum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a large unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contractions or both, either before or after commencement of production, in order to conform to the well spacing or density pattern permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

6. Whenever used in this lease the word "operations" shall mean operations for any of the following: preparing the drillsite location or access road, drilling, testing, completing, reworking, recompleting, deepening, sidetracking, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns: No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until sixty (60) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained and shall not be required to move or remove any existing surface facilities necessary or convenient for current operations.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

12. Lessor agrees that this lease covers and includes any and all of Lessor's rights in and to any existing well(s) and/or wellbore(s) on said land, other than existing water wells, and for all purposes of this lease the re-entry and use by Lessee of any existing well and/or wellbore shall be deemed the same as the drilling of a new well.

13. Notwithstanding anything to the contrary contained in this lease, at the option of Lessee, which may be exercised by Lessee giving notice to Lessor, a well which has been drilled and Lessee intends to frac shall be deemed a well capable of producing in paying quantities and the date such well is shut-in shall be when the drilling operations are completed.

14. As a result of land development in the vicinity of said land, governmental rules or ordinances regarding well sites, and/or surface restrictions as may be set forth in this lease and/or other leases in the vicinity, surface locations for well sites in the vicinity may be limited and Lessee may encounter difficulty securing surface location(s) for drilling, reworking or other operations. Therefore, since drilling, reworking or other operations are either restricted or not allowed on said land or other leases in the vicinity, it is agreed that any such operations conducted at a surface location off of said land or off of lands with which said land are pooled in accordance with this lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other operations under said land or lands pooled therewith, shall for purposes of this lease be deemed operations conducted on said land. Nothing contained in this paragraph is intended to modify any surface restrictions or pooling provisions or restrictions contained in this lease, except as expressly stated.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

LESSOR(S)

XXXXXXXXXXXXXXXXXXXX

(ACKNOWLEDGMENT)

STATE OF _____ }
COUNTY OF _____ } ss.

This instrument was acknowledged before me on the _____ day of _____, 2016, by
_____.

Signature _____
Notary Public

Printed _____

My commission expires:
Seal:

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

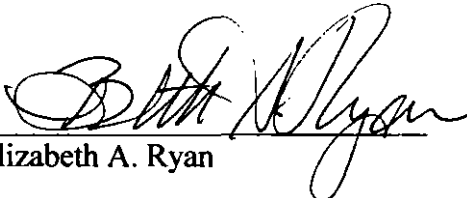
APPLICATION OF OPAL RESOURCES OPERATING CO., LLC
AND OPAL RESOURCES II, LLC
FOR A NON-STANDARD SPACING AND
PRORATION UNIT, A NON-STANDARD PROJECT AREA,
AND COMPULSORY POOLING,
LEA COUNTY, NEW MEXICO.

Case No. 15621

AFFIDAVIT

STATE OF NEW MEXICO)
) ss.
COUNTY OF CHAVES)

Elizabeth A. Ryan, attorney in fact and authorized representative of Opal Resources Operating Co., LLC and Opal Resources II, LLC, the Applicants herein, being first duly sworn, upon oath, states that the above-referenced Application was provided under the notice letter and proof of receipt attached hereto.


Elizabeth A. Ryan

SUBSCRIBED AND SWORN to before this 27 day of February, 2017 by Elizabeth
A. Ryan


Notary Public

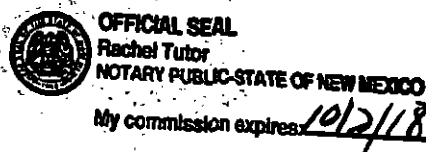


EXHIBIT 5

Parties Being Pooled

- 1) Heirs or Devisees of Ollie S. Jones, deceased
Heirs and Address Unknown
Publication
- 2) Noble Energy, Inc.
1001 Noble Energy Way
Houston, TX 77070
- 3) Ms. Carla Leet-Assaf
4160 N. Highway A1A
Fort Pierce, Florida 34949
- 4) Mr. Carl F. Hatch
101 S. Front Street #9
Rio Vista, California 94571
- 5) Ms. Jeannie H. Collins
101 S. Front Street #9
Rio Vista, California 94571
- 6) Ms. Cheedle Caviness and Ms. Elizabeth Caviness, as joint tenants with right of survivorship
Unknown address
Publication
- 7) David M. Yager, Trustee of the David Bond Kyte 1997 Trust
Address Unknown
Publication

Notice sent to Offset Owners:

Geronimo Holdings
P.O. Box 804
Midland, Texas 79702-0804

Rio Grande Energy
4103 Weatherstone Way
Anderson, Texas 29621

Pogar Petroleum
P.O. Box 10095
Midland, Texas 79702-10095

Sheridan Production Company, LLC
Attn: Ms. Aimee Barriere, JD CPL
9 E. Greenway Plaza, Suite 1300
Houston, Texas 77046

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

**APPLICATION OF OPAL RESOURCES OPERATING CO., LLC
AND OPAL RESOURCES II, LLC
FOR A NON-STANDARD SPACING AND
PRORATION UNIT, A NON-STANDARD PROJECT AREA,
AND COMPULSORY POOLING,
LEA COUNTY, NEW MEXICO.**

Case No. 15621

**SUMMARY OF RECEIPT OF SERVICE
BY CERTIFIED MAIL/RETURN RECEIPT REQUESTED**

Interest Owner	Receipt (01/19/17 hearing)	Receipt (03/02/17 hearing)	Other
Heirs and Devisees of Ollie S. Jones			Publication
ConocoPhillips Company	12/29/16	1/30/2017	
Noble Energy, Inc.	12/29/16	2/03/2017	
Carla Leet-Assaf, as separate property	12/31/16	2/08/2017	
Carl F. Hatch, as separate property	01/03/17	2/01/2017	
Jeannie H. Collins, as separate property	01/30/17	2/01/2017	
Ms. Cheedle Caviness and Elizabeth Caviness, joint tenants with right of survivorship	Undeliverable		Publication
Albuquerque National Bank, Trustee for Kathryn Bradndeburg	01/17/17	2/08/2017	
David M. Yager, Trustee of the David Bond KYTE 1997 Trust			Publication
Geronimo Holdings, offset owner	01/10/17	2/09/2017	
Pogar Petroleum, offset owner	12/30/16	2/08/2017	
Rio Grande Energy, offset owner	12/29/16	1/30/2017	
Sheridan Production Company, offset owner	12/30/16	1/31/2017	

MARCH 2, 2017 HEARING

Carson Ryan LLC
P.O. Box 1612
Roswell, New Mexico 88202-1612

PS Form 3800 6/02

CERTIFIED MAIL

COMPLETE THIS SECTION ON DELIVERY

A. Signature: (☒ Addressee or ☐ Agent)

X 

B. Received By: (Please Print Clearly)

C. Date of Delivery

D. Addressee's Address (If Different From Address Used by Sender.)

Secondary Address / Suite / Apt. / Floor (Please Print Clearly)

Delivery Address

City

State

ZIP + 4 Code

9414 7118 9956 4986 1264 73

RETURN RECEIPT REQUESTED

Article Addressed To:



ConocoPhillips Company
550 Westlake Park Boulevard
Houston TX 77079-2661



USPS Tracking®

[Still Have Questions?](#)[Browse our FAQs ›](#)[Get Easy Tracking Updates ›](#)
[Sign up for My USPS.](#)**Tracking Number: 9414711899564986126473****Expected Delivery Day: Monday, January 30, 2017**

Product & Tracking Information

Postal Product:
First-Class Mail®**Features:**
Certified Mail™

Return Receipt

DATE & TIME**STATUS OF ITEM****LOCATION****January 30, 2017 , 10:24
am****Delivered, To Agent****HOUSTON, TX 77079**

Your item has been delivered to an agent at 10:24 am on January 30, 2017 in HOUSTON, TX 77079.

January 29, 2017 , 1:57 pm

Arrived at USPS Destination
FacilityNORTH
HOUSTON, TX 77315

January 29, 2017 , 5:24 am

In Transit to Destination

January 27, 2017 , 10:57 pm

Departed USPS Facility

LUBBOCK, TX 79402

January 27, 2017 , 10:24 pm

Arrived at USPS Origin
Facility

LUBBOCK, TX 79402

January 27, 2017 , 2:34 pm

Departed Post Office

ROSWELL, NM 88201

January 27, 2017 , 2:06 pm

Acceptance

ROSWELL, NM 88201

January 26, 2017

Pre-Shipment Info Sent to
USPS, USPS Awaiting Item

Available Actions

[Text Updates](#)[Email Updates](#)

Track Another Package

Tracking (or receipt) number

[Track It](#)

Manage Incoming Packages

Track all your packages from a dashboard.
No tracking numbers necessary.[Sign up for My USPS ›](#)

Carson Ryan LLC
P.O. Box 1612
Roswell, New Mexico 88202-1612

PS Form 3800 6/02

CERTIFIED MAIL

COMPLETE THIS SECTION ON DELIVERY

A. Signature (☒ Addressee or ☐ Agent)

X

B. Received By (Please Print Clearly)

Joel Penner

C. Date of Delivery

D. Addressee's Address (If Different From Address Used by Sender)

Secondary Address / Suite / Apt. / Floor (Please Print Clearly)

Delivery Address

City

State

ZIP + 4 Code

9414 7118 9956 4986 1214 54

RETURN RECEIPT REQUESTED

Article Addressed To:



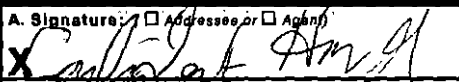
Noble Energy, Inc.
1001 Noble Energy Way
Houston TX 77070-1435

Carson Ryan LLC
P.O. Box 1612
Roswell, New Mexico 88202-1612

PS Form 3800 6/02

CERTIFIED MAIL

COMPLETE THIS SECTION ON DELIVERY

A. Signature: <input type="checkbox"/> Addressee or <input type="checkbox"/> Agent 		
B. Received By: (Please Print Clearly)		
C. Date of Delivery 2-8-17		
D. Addressee's Address (If Different From Address Used by Sender)		
Secondary Address / Suite / Apt. / Floor (Please Print Clearly)		
Delivery Address		
City	State	ZIP + 4 Code

9414 7118 9956 4986 7901 79

RETURN RECEIPT REQUESTED

Article Addressed To:



Ms Carla Leet-Assaf
4160 N. Highway A1A Apt 1206
Fort Pierce FL 34949-8501

Carson Ryan LLC
P.O. Box 1612
Roswell, New Mexico 88202-1612

PS Form 3800 6/02

CERTIFIED MAIL

COMPLETE THIS SECTION ON DELIVERY

A. Signature: (☐ Addressee or ☐ Agent)

X

B. Received By: (Please Print Clearly)

C. Date of Delivery

D. Addressee's Address (If Different From Address Used by Sender)

Secondary Address / Suite / Apt. / Floor (Please Print Clearly)

Delivery Address:

City State ZIP + 4 Code

9414 7118 9956 4986 7968 29

RETURN RECEIPT REQUESTED

Article Addressed To:



Mr Carl F. Hatch
101 S. Front Street Apt 9
Rio Vista CA 94571-1812

Carson Ryan LLC
P.O. Box 1612
Roswell, New Mexico 88202-1612

PS Form 3800 6/02

CERTIFIED MAIL

COMPLETE THIS SECTION ON DELIVERY

A. Signature: ☐ Addressee or ☐ Agent

X *Carl F. Harts*

B. Received By: (Please Print Clearly)

C. Date of Delivery

02/01/17

D. Addressee's Address (If Different From Address Used by Sender)

Secondary Address / Suite / Apt. / Floor (Please Print Clearly)

Delivery Address

City

State

ZIP + 4 Code

9414 7118 9956 4986 7911 90

RETURN RECEIPT REQUESTED

Article Addressed To:



Ms Jeannie H. Collins
101 S. Front Street Apt 9
Rio Vista CA 94571-1812

Carson Ryan LLC
P.O. Box-1612
Roswell, New Mexico 88202-1612

PS Form 3800 6/02

CERTIFIED MAIL

COMPLETE THIS SECTION ON DELIVERY

A. Signature: (☒ Addressee or ☐ Agent)

X 

B. Received By: (Please Print Clearly)

C. Date of Delivery

D. Addressee's Address (If Different From Address Used by Sender)

Secondary Address / Suite / Apt. / Floor (Please Print Clearly)

Delivery Address

City State ZIP + 4 Code

9414 7118 9956 4986 7247 09

RETURN RECEIPT REQUESTED

Article Addressed To:




Albuquerque National Bank,
as Trustee for Kathryn Brandenburg
4243 Terrace Street
Oakland CA 94611-5127

Carson Ryan LLC
P.O. Box 1612
Roswell, New Mexico 88202-1612

PS Form 3800 6/02

CERTIFIED MAIL

COMPLETE THIS SECTION ON DELIVERY

A. Signature: <input type="checkbox"/> Addressee or <input type="checkbox"/> Agent		
		
B. Received By: (Please Print Clearly)		
		
C. Date of Delivery		
FEB - 9 2017		
D. Addressee's Address (If Different From Address Used on Envelope)		
Secondary Address / Suite / Apt. / Floor (Please Print Clearly)		
Delivery Address		
City	State	ZIP + 4 Code

9414 7118 9956 4986 7251 33

RETURN RECEIPT REQUESTED

Article Addressed To:



Geronimo Holdings
P.O. Box 804
Midland TX 79702-0804



USPS Tracking®

Tracking Number: 9414711899564986722118

U.S. Postal Service
Certified Mail Receipt

ARTICLE NUMBER
9414 7118 9956 4986 7221 18

ARTICLE ADDRESS TO:
Pogar Petroleum
P.O. Box 10095
Midland TX 79702-7095

FEES

Postage per piece	\$1.19
Certified Fee	3.35
Return Receipt Fee	2.75
Total Postage & Fees:	\$7.29

Postmark
Here

Product & Tracking Information

Postal Product:

First-Class Mail®

Features:

Certified Mail™

Return Receipt

Available Actions

Text Updates

Email Updates

DATE & TIME

February 8, 2017, 4:47 pm

STATUS OF ITEM

Delivered

LOCATION

MIDLAND, TX 79701

Your item was delivered at 4:47 pm on February 8, 2017 in MIDLAND, TX 79701.

January 31, 2017, 8:31 am	In Transit to Destination	
January 30, 2017, 1:31 am	Departed USPS Destination Facility	MIDLAND, TX 79711
January 29, 2017, 9:43 am	In Transit to Destination	
January 28, 2017, 2:43 am	Arrived at USPS Destination Facility	MIDLAND, TX 79711
January 27, 2017, 11:32 pm	Arrived at USPS Facility	LUBBOCK, TX 79402
January 27, 2017, 2:34 pm	Departed Post Office	ROSWELL, NM 88201
January 27, 2017, 2:06 pm	Acceptance	ROSWELL, NM 88201
January 26, 2017	Pre-Shipment Info Sent to USPS, USPS Awaiting Item	

Track Another Package

Tracking (or receipt) number

Track It

Manage Incoming Packages

Track all your packages from a dashboard.
No tracking numbers necessary.

Sign up for My USPS ›



Carson Ryan LLC
P.O. Box 1612
Roswell, New Mexico 88202-1612

PS Form 3800 6/02

CERTIFIED MAIL

COMPLETE THIS SECTION ON DELIVERY

A. Signature: ☐ Addressee or ☐ Agent

[Signature]

B. Received By: (Please Print Clearly)

C. Date of Delivery

1-30-17

D. Addressee's Address (If Different From Address Used by Sender.)

Secondary Address / Suite / Apt. / Floor (Please Print Clearly)

Delivery Address

City

State

ZIP + 4 Code

9414 7118 9956 4986 7200 91

RETURN RECEIPT REQUESTED

Article Addressed To:



Rio Grande Energy
4103 Weatherstone Way
Anderson SC 29621-3557

Carson Ryan LLC
P.O. Box 1612
Roswell, New Mexico 88202-1612

PS Form 3800 6/02

CERTIFIED MAIL

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Addressee or ☐ Agent

X

B. Received By: (Please Print Clearly)

CITIZEN

C. Date of Delivery

1-31-17

D. Addressee's Address (if Different From Address Used by Sender)

9 Greenway

Secondary Address / Suite / Apt. / Floor (Please Print Clearly)

Delivery Address

City

State

ZIP + 4 Code

9414 7118 9956 4986 7526 10

RETURN RECEIPT REQUESTED

Article Addressed To:

|||||

Sheridan Production Company, LLC
Attn: Ms. Aimee Barriere, JD CPL
9 Greenway Plaza, Suite 1300
Houston TX 77046-0922

JANUARY 19, 2017

Carson Ryan LLC
P.O. Box 1612
Roswell, New Mexico 88202-1612

PS Form 3800 6/02

CERTIFIED MAIL

COMPLETE THIS SECTION ON DELIVERY

A. Signature: ☒ Addressee ☐ Agent

B. Received By: (Please Print Clearly)

12/29/14

C. Date of Delivery

D. Addressee's Address (If Different From Address Used by Sender)

Secondary Address / Suite / Apt. / Floor (Please Print Clearly)

Delivery Address

City State ZIP + 4 Code

9414 7118 9956 4545 0309 37

RETURN RECEIPT REQUESTED

Article Addressed To:

ConocoPhillips Company
550 Westlake Park Boulevard
Houston TX 77079-2661

Carson Ryan LLC
P.O. Box 1612
Roswell, New Mexico 88202-1612

PS Form 3800 6/02

CERTIFIED MAIL

COMPLETE THIS SECTION ON DELIVERY

A. Signature: (☐ Addressee or ☐ Agent)

X 

B. Received By: (Please Print Clearly)

Villalobos

C. Date of Delivery

D. Addressee's Address (If Different From Address Used by Sender)

Secondary Address / Suite / Apt. / Floor (Please Print Clearly)

Delivery Address

City State ZIP + 4 Code

9414 7118 9956 4545 0127 35

RETURN RECEIPT REQUESTED

Article Addressed To:



**Noble Energy, Inc.
1001 Noble Energy Way
Houston TX 77070-1435**

Carson Ryan LLC
P.O. Box 1612
Roswell, New Mexico 88202-1612

PS Form 3800, 6/02

CERTIFIED MAIL

COMPLETE THIS SECTION ON DELIVERY

A. Signature: ☐ Addressee or ☐ Agent
X *Carla Hardy (Leet-Assaf)*

B. Received By: (Please Print Clearly)

C. Date of Delivery

12-31-16

D. Addressee's Address (If Different From Address Used by Sender.)

Secondary Address / Suite / Apt. / Floor (Please Print Clearly)

Delivery Address

City State ZIP + 4 Code

9414 7118 9956 4545 0187 44

RETURN RECEIPT REQUESTED

Article Addressed To:



**Ms Carla Leet-Assaf
4160 N. Highway A1A
Fort Pierce FL 34949-8501**

Carson Ryan LLC
P.O. Box 1612
Roswell, New Mexico 88202-1612

PS Form 3800 6/02

CERTIFIED MAIL

COMPLETE THIS SECTION ON DELIVERY

A. Signature: (<input type="checkbox"/> Addressee or <input type="checkbox"/> Agent)	
X <i>Carl F. Hatch</i>	
B. Received By: (Please Print Clearly)	
CARL F. HATCH	
C. Date of Delivery	
1-3-10	
D. Addressee's Address (If Different From Address Used by Sender.)	
101 S. FRONT ST. #9	
Secondary Address / Suite / Apt. / Floor (Please Print Clearly)	
Rio Vista CA 94571	
City	State ZIP + 4 Code

9414 7118 9956 4545 0171 05

RETURN RECEIPT REQUESTED

Article Addressed To:

Mr Carl F. Hatch
101 S. Front Street Apt 9
Rio Vista CA 94571-1812

Carson Ryan LLC
P.O. Box 1612
Roswell, New Mexico 88202-1612

PS Form 3800 6/02

CERTIFIED MAIL

COMPLETE THIS SECTION ON DELIVERY

A. Signature: (☒ Addressee or ☐ Agent)

X Carl F Hatch

B. Received By: (Please Print Clearly)

CARL F HATCH

C. Date of Delivery

1-31-12

D. Addressee's Address (If Different From Address Used by Sender)

101 S. FRONT ST #9

Secondary Address / Suite / Apt. / Floor (Please Print Clearly)

Delivery Address

RIO VISTA CA 94571

City State ZIP + 4 Code

9414 7118 9956 4545 0163 20

RETURN RECEIPT REQUESTED

Article Addressed To:

Ms Jeannie H. Collins
101 S. Front Street Apt 9
Rio Vista CA 94571-1812

Carson Ryan LLC
P.O. Box 1612
Roswell, New Mexico 88202-1612

PS Form 3800 6/02

CERTIFIED MAIL

COMPLETE THIS SECTION ON DELIVERY

A. Signature: (☐ Addressee or ☐ Agent)

X *Kathryn Brandenburg*

B. Received By: (Please Print Clearly)

C. Date of Delivery

D. Addressee's Address (If Different From Address Used by Sender.)

Secondary Address / Suite / Apt. / Floor (Please Print Clearly)

Delivery Address

City State ZIP + 4 Code

9414 7118 9956 4545 0466 48

RETURN RECEIPT REQUESTED

Article Addressed To:



Albuquerque National Bank, as Trustee for
Kathryn Brandenburg
4243 Terrace Street
Oakland CA 94611-5127

Carson Ryan LLC
P.O. Box 1612
Roswell, New Mexico 88202-1612

PS Form 3800 6/02

CERTIFIED MAIL

COMPLETE THIS SECTION ON DELIVERY

A. Signature: ☒ Addressee or ☐ Agent

Chris Wiley

B. Received By: (Please Print Clearly)

Chris Wiley

C. Date of Delivery

1-10-17

D. Addressee's Address (If Different From Address Used by Sender.)

PO Box 804

Secondary Address / Suite / Apt. / Floor (Please Print Clearly)

Delivery Address

City State ZIP + 4 Code

9414 7118 9956 4540 4381 34

RETURN RECEIPT REQUESTED

Article Addressed To:



Geronimo Holdings
P.O. Box 804
Midland TX 79702-0804

Carson Ryan LLC
P.O. Box 1612
Roswell, New Mexico 88202-1612

PS Form 3800 6/02

CERTIFIED MAIL

COMPLETE THIS SECTION ON DELIVERY

A. Signature: ☐ Addressee or ☐ Agent

X *Kandy Hall*

B. Received By: (Please Print Clearly)

KANDY HALL

C. Date of Delivery

12-30-16

D. Addressee's Address (If Different From Address Used by Sender)

Secondary Address / Suite / Apt. / Floor (Please Print Clearly)

Delivery Address

City

State

ZIP + 4 Code

9414 7118 9956 4540 4361 54

RETURN RECEIPT REQUESTED

Article Addressed To:



Pogar Petroleum
P.O. Box 10095
Midland TX 79702-7095

Carson Ryan LLC
P.O. Box 1612
Roswell, New Mexico 88202-1612

PS Form 3800 6/02

CERTIFIED MAIL

COMPLETE THIS SECTION ON DELIVERY

A. Signature: ☒ Addressee or ☐ Agent

X *[Signature]*

B. Received By: (Please Print Clearly)

C. Date of Delivery

12-29-16

D. Addressee's Address (If Different From Address Used by Sender)

Secondary Address / Suite / Apt. / Floor (Please Print Clearly)

Delivery Address

City State ZIP + 4 Code

9414 7118 9956 4540 4196 69

RETURN RECEIPT REQUESTED

Article Addressed To:



Rio Grande Energy
4103 Weatherstone Way
Anderson SC 29621-3557

USPS Tracking®

U.S. Postal Service
Certified Mail ReceiptARTICLE NUMBER
9414 7118 9956 4540 4135 75ARTICLE ADDRESS TO:
Sheridan Production Company, LLC
Attn: Ms. Aimee Barriere, JD CPL
9 Greenway Plaza, Suite 1300
Houston TX 77046-0922

FEES

Postage per piece	\$2.41
Certified Fee	3.30
Return Receipt Fee	2.70
Total Postage & Fees:	\$8.41

Postmark
Here

Tracking Number: 9414711899564540413575

Expected Delivery Day: Friday, December 30, 2016

Product & Tracking Information

Available Actions

Postal Product:
First-Class Mail®Features:
Certified Mail™

Return Receipt

DATE & TIME	STATUS OF ITEM	LOCATION
December 30, 2016, 7:24 am	Delivered	HOUSTON, TX 77227

Your item was delivered at 7:24 am on December 30, 2016 in HOUSTON, TX 77227.

December 30, 2016, 5:05 am	Available for Pickup	HOUSTON, TX 77227
December 30, 2016, 5:04 am	Arrived at Unit	HOUSTON, TX 77027
December 29, 2016, 8:59 am	Out for Delivery	HOUSTON, TX 77046
December 29, 2016, 8:49 am	Sorting Complete	HOUSTON, TX 77046
December 28, 2016, 8:13 pm	Arrived at USPS Destination Facility	NORTH HOUSTON, TX 77315
December 28, 2016, 1:48 am	Departed USPS Facility	LUBBOCK, TX 79402
December 27, 2016, 11:42 pm	Arrived at USPS Origin Facility	LUBBOCK, TX 79402
December 27, 2016, 4:36 pm	Departed Post Office	ROSWELL, NM 88202
December 27, 2016, 4:33 pm	Acceptance	ROSWELL, NM 88202

Track Another Package

Tracking (or receipt) number

Track It

Manage Incoming Packages

Track all your packages from a dashboard.
No tracking numbers necessary.

Sign up for My USPS >



Beth Ryan

From: Khalsa, Nirnanjan <nkhalsa@slo.state.nm.us>
Sent: Thursday, February 23, 2017 1:30 PM
To: Beth Ryan
Subject: Re: Comm Agreement for the Jade 19 39 29 State Com #1H

Good afternoon Beth,

This letter is to acknowledge that the New Mexico State Land Office has received adequate notification of the pending OCD compulsory pooling hearing for the Jade 19 39 29 State Com #1H well, API 30-025-43294. NM SLO has no objection to the forced pooling application of Opal Resources to the NM OCD. The well spacing for the well requires the State-Fee communitization agreement, which will be processed and approved by the NM Commissioner of Public Lands once the OCD grants the compulsory pooling of the non-participatory interests via Division Order. Please keep us informed as to what the OCD decides in this case so we can go forward with the Communitization process.

Thanks,
Niranjan

Niranjan Khalsa
Petroleum Specialist Supervisor
Oil, Gas & Minerals Division
505.827.6628
New Mexico State Land Office
310 Old Santa Fe Trail
P.O. Box 1148
Santa Fe, NM 87501-1148
nkhalsa@slo.state.nm.us



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For more information please visit <http://www.symanteccloud.com>

EXHIBIT 6

NM State Land Office
Oil, Gas, & Minerals Division

STATE/STATE OR
STATE/FEE
Revised 'HF. 201

COMMUNITIZATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

STATE OF NEW MEXICO SS)

COUNTY OF LEA)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of January 11, 2017, 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 Wichita Albany (ABO) 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:

Tract 1: Subdivision W/2W/2 of Section 29, Township 19 South, Range 39 East NMPM, Lea County, NM containing 160.00 acres, more or less.

Tract 2: Subdivision NW/4NW/4 of Section 32, Township 19 South, Range 39 East NMPM, Lea County, NM, containing 40.00 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. Opal Resources Operating Co., LLC shall be the Operator of said communitized area and all matters of operation shall be determined and performed by Opal Resources Operating Co., 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: Opal Resources Operating CO., LLC

BY: 

LESSEES OF RECORD: Opal Resources II, LLC

BY: 

LESSEES OF RECORD: Double Eagle Andrews LLC

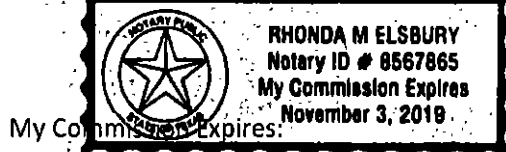
BY: 

Cody Campbell
Manager

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me, the undersigned authority, this ____ day of January 2017, by LESTER MCCORMICK, in his capacity as VICE PRESIDENT – LAND & DEV of OPAL RESOURCES OPERATING CO., LLC, for and on behalf of said limited liability company.

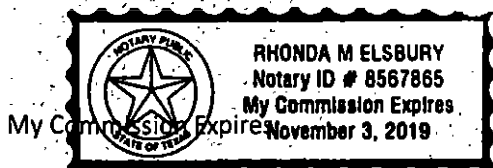


Rhonda M. Elsbury
Notary Public—State of Texas

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me, the undersigned authority, this ____ day of January 2017, by LESTER MCCORMICK, in his capacity as VICE PRESIDENT – LAND & DEV of OPAL RESOURCES II, LLC, for and on behalf of said limited liability company.



Rhonda M. Elsbury
Notary Public—State of Texas

STATE OF TEXAS §

COUNTY OF Tarrant §

~~February~~ This instrument was acknowledged before me, the undersigned authority, this 20th day of ~~January~~ 2017, by ~~JOHN A. SELLERS~~, in his capacity as MANAGER of DOUBLE EAGLE ANDREWS, LLC, for and on behalf of said limited liability company.

Cathy Green
Notary Public—State of Texas

My Commission Expires:

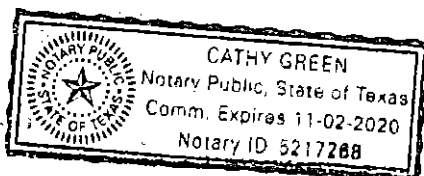


EXHIBIT A

Attached to and made part of that Communitization Agreement dated February 20, 2017 between Opal Resources II, LLC, Opal Resources Operating Co., LLC, Double Eagle Andrews, LLC, et. al, covering the following lands:

Township 19 South, Range 39 East, N.M.P.M., Lea County, New Mexico

Section 29: W/2W/2

Section 32: NW/4NW/4

Containing 200 acres, more or less

OPERATOR OF COMMUNITIZED AREA: Opal Resources Operating Co., LLC

DESCRIPTION OF LEASES COMMITTED:

TRACT NO. 1

Lease No. 1

Lessor: Renee Osburn
Lessee of Record: Opal Resources II, LLC
Date of Lease: October 9, 2014
Recording Info: Lea County Records Book 1929, Page 479
Description of Lands
Committed: NW/4NW/4 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 2

Lessor: Jodi Osburn Tolleson
Lessee of Record: Opal Resources II, LLC
Date of Lease: October 9, 2014
Recording Info: Lea County Records Book 1929, Page 475
Description of Lands
Committed: NW/4NW/4 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 3

Lessor: Billie L. Osburn
Lessee of Record: Opal Resources II, LLC
Date of Lease: October 9, 2014
Recording Info: Lea County Records Book 1923, Page 464
Description of Lands
Committed: NW/4NW/4 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 4

Lessor: Stephen Nelson James
Lessee of Record: Opal Resources II, LLC
Date of Lease: September 23, 2014; Ratified February 2, 2015
Recording Info: Lea County Records Book 1920, Page 171; Ratification in Book 1954, Page 7
Description of Lands
Committed: NW/4NW/4 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 5

Lessor: Ingrid D. Powell; Sole Trustee of the C&I Powell Living Trust dated June 16, 1978
Lessee of Record: Opal Resources II, LLC
Date of Lease: October 9, 2014
Recording Info: Lea County Records Book 1923, Page 454
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 6

Lessor: Ingrid D. Powell, Successor Trustee of the Betty Kyte Dreessen Irrevocable Trust
Lessee of Record: Opal Resources II, LLC
Date of Lease: September 25, 2014
Recording Info: Lea County Records Book 1923, Page 450
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 7

Lessor: Edward T. Dreessen, Jr.
Lessee of Record: Opal Resources II, LLC
Date of Lease: September 25, 2014
Recording Info: Lea County Records Book 1937, Page 887
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 8

Lessor: Ingrid D. Powell and Edward T. Dreessen, as Co-Trustees of the Betty M. Dreessen Revocable Living Trust
Lessee of Record: Opal Resources II, LLC
Date of Lease: September 25, 2014
Recording Info: Lea County Records Book 1937, Page 882
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 9

Lessor: Cecile Marie Dreessen
Lessee of Record: Opal Resources II, LLC
Date of Lease: September 25, 2014
Recording Info: Lea County Records Book 1932, Page 924
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 10

Lessor: South Fifth Energy, LLC
Lessee of Record: Double Eagle Andrews, LLC
Date of Lease: November 21, 2014
Recording Info: Lea County Records Book 1930, Page 135
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 11

Lessor: Carter Family Minerals, LLC
Lessee of Record: Opal Resources II, LLC
Date of Lease: October 9, 2014
Recording Info: Lea County Records Book 1923, Page 468
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 12

Lessor: Progeny Petroleum, LLC
Lessee of Record: Opal Resources II, LLC
Date of Lease: September 15, 2014
Recording Info: Lea County Records Book 1921, Page 413
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 13

Lessor: Morton J. Smith, III
Lessee of Record: Opal Resources II, LLC
Date of Lease: September 24, 2014
Recording Info: Lea County Records Book 1920, Page 190
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 14

Lessor: Emlea Smith Chanslor
Lessee of Record: Opal Resources II, LLC
Date of Lease: September 24, 2014
Recording Info: Lea County Records Book 1921, Page 385
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 15

Lessor: Steve Cusack
Lessee of Record: Opal Resources II, LLC
Date of Lease: September 18, 2014
Recording Info: Lea County Records Book 1920, Page 183
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 16

Lessor: Michael F. Cusack, Trustee of the Cusack Family Revocable Trust
Lessee of Record: Opal Resources II, LLC
Date of Lease: November 14, 2014
Recording Info: Lea County Records Book 1932, Page 931
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 17

Lessor: Don Sharp
Lessee of Record: Opal Resources II, LLC
Date of Lease: November 20, 2014
Recording Info: Lea County Records Book 1937, Page 878
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 18

Lessor: Candy Christmas
Lessee of Record: Opal Resources II, LLC
Date of Lease: July 25, 2016
Recording Info: Lea County Records Book 2067, Page 499
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 19

Lessor: Selman, LLC; Mike Selman as Successor Trustee of the Selman Family Trust dated February 23, 1990; Frances Pearl Scarborough Garrison; and James Sharp
Lessee of Record: Opal Resources II, LLC
Date of Lease: June 15, 2016
Recording Info: Lea County Records Book 2042, Page 283
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 20

Lessor: Laverna Lewis Bellis, Trustee of the Laverna Lewis Bellis 1999 Revocable Trust dated December 22, 1999
Lessee of Record: Opal Resources II, LLC
Date of Lease: April 25, 2016
Recording Info: Lea County Records Book 2027, Page 227
Description of Lands
Committed: SW/4SW/4 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 21

Lessor: Joyce Ann Brown
Lessee of Record: Opal Resources II, LLC
Date of Lease: July 25, 2016
Recording Info: Lea County Records Book ___, Page ___
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 22

Lessor: Karen Cusack Pasquier f/k/a Karen Cusack Limas
Lessee of Record: Opal Resources II, LLC
Date of Lease: June 15, 2016
Recording Info: Lea County Records Book 2036, Page 171
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 23

Lessor: LM Robinson, LLC
Lessee of Record: Opal Resources II, LLC
Date of Lease: May 13, 2016
Recording Info: Lea County Records Book 2033, Page 445
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 24

Lessor: Christopher R. Cusack
Lessee of Record: Opal Resources II, LLC
Date of Lease: June 7, 2016
Recording Info: Lea County Records Book 2036, Page 162
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 25

Lessor: CRJ Resources, LLC
Lessee of Record: Opal Resources II, LLC
Date of Lease: May 13, 2016
Recording Info: Lea County Records Book 2033, Page 449
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 26

Lessor: Danglade/Speight Family Oil & Gas I, LP
Lessee of Record: Opal Resources II, LLC
Date of Lease: May 29, 2016
Recording Info: Lea County Records Book 2017, Page 961
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 27

Lessor: Donna Lynette Powell, Trustee of the Donna Lynette Powell Revocable Trust
Lessee of Record: Opal Resources II, LLC
Date of Lease: August 25, 2016
Recording Info: Lea County Records Book 2053, Page 875
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 28

Lessor: Kurt Hansen and Gena Zerlan, Co-Executors of the Estate of Oneida Hansen
Lessee of Record: Opal Resources II, LLC
Date of Lease: April 14, 2016
Recording Info: Lea County Records Book 2024, Page 443
Description of Lands
Committed: SW/4SW/4 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 29

Lessor: Michael Chaffin and Kym Chaffin, as Co-Trustees of the Geneva Lee Kleiner Revocable Trust
Lessee of Record: Opal Resources II, LLC
Date of Lease: April 1, 2016
Recording Info: Lea County Records Book 2027, Page 231
Description of Lands
Committed: SW/4SW/4 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 30

Lessor: Helen Jane Christmas Barby, as Trustee of the Helen Jane Christmas Barby Trust u/t/a dated February 14, 1992
Lessee of Record: Opal Resources II, LLC
Date of Lease: July 25, 2016
Recording Info: Lea County Records Book 2067, Page 504
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 31

Lessor: Herring's Carter Minerals, LLC
Lessee of Record: Opal Resources II, LLC
Date of Lease: May 13, 2016
Recording Info: Lea County Records Book 2036, Page 180
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 32

Lessor: Erin E. Stephens
Lessee of Record: Opal Resources II, LLC
Date of Lease: October 13, 2016
Recording Info: Lea County Records Book 2067, Page 527
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 33

Lessor: Patricia E. Osborne
Lessee of Record: Opal Resources II, LLC
Date of Lease: October 13, 2016
Recording Info: Lea County Records Book 2067, Page 530
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 34

Lessor: Patti Watson Leake
Lessee of Record: Opal Resources II, LLC
Date of Lease: November 1, 2106
Recording Info: Lea County Records Book 2067, Page 536
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 35

Lessor: Richard S. Stephens
Lessee of Record: Opal Resources II, LLC
Date of Lease: October 13, 2016
Recording Info: Lea County Records Book 2067, Page 533
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 36

Lessor: H-D Mineral Properties
Lessee of Record: Opal Resources II, LLC
Date of Lease: November 1, 2016
Recording Info: Lea County Records Book 2072, Page 324
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 37

Lessor: Kathleen M. Enriquez
Lessee of Record: Opal Resources II, LLC
Date of Lease: October 13, 2016
Recording Info: Lea County Records Book 2072, Page 312
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 38

Lessor: Frost Bank, as Trustee of the Charles L. Hall Trust
Lessee of Record: Opal Resources II, LLC
Date of Lease: December 6, 2016
Recording Info: Lea County Records Book ___, Page ___
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 39

Lessor: EH Minerals, LP
Lessee of Record: Opal Resources II, LLC
Date of Lease: December 4, 2106
Recording Info: Lea County Records Book ___, Page ___
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 40

Lessor: Frost Bank, Trustee of the Richard A. Hall Trust
Lessee of Record: Opal Resources II, LLC
Date of Lease: December 6, 2016
Recording Info: Lea County Records Book ___, Page ___
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 41

Lessor: Latina W. True
Lessee of Record: Opal Resources II, LLC
Date of Lease: December 7, 2016
Recording Info: Lea County Records Book ___, Page ___
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 42

Lessor: The Regents University of New Mexico f/b/o Carl A. Hatch, Professorship
of Law and Public Administration Fund, University of New Mexico
Lessee of Record: Opal Resources II, LLC
Date of Lease: December 7, 2016
Recording Info: Lea County Records Book 2077, Page 989
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 43

Lessor: Christine Jane Wahlstrom Bell
Lessee of Record: Opal Resources II, LLC
Date of Lease: September 23, 2014
Recording Info: Lea County Records Book 1920, Page 186
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 44

Lessor: Mary K. True
Lessee of Record: Opal Resources II, LLC
Date of Lease: December 7, 2016
Recording Info: Lea County Records Book ___, Page ___
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 45

Lessor: Bradford A. Christmas
Lessee of Record: Opal Resources II, LLC
Date of Lease: October 28, 2016
Recording Info: Lea County Records Book ___, Page ___
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 46

Lessor: Christmas Mineral Interests, LLC
Lessee of Record: Opal Resources II, LLC
Date of Lease: October 28, 2016
Recording Info: Lea County Records Book ___, Page ___
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 47

Lessor: Craig A. Cusack
Lessee of Record: Opal Resources II, LLC
Date of Lease: December 6, 2016
Recording Info: Lea County Records Book 2075, Page 686
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 48

Lessor: Debra D. Dye
Lessee of Record: Opal Resources II, LLC
Date of Lease: December 1, 2016
Recording Info: Lea County Records Book 2077, Page 956
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 49

Lessor: Fred Watson, Jr.
Lessee of Record: Opal Resources II, LLC
Date of Lease: December 7, 2016
Recording Info: Lea County Records Book 2075, Page 689
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 50

Lessor: Frederika A. Leet
Lessee of Record: Opal Resources II, LLC
Date of Lease: December 8, 2016
Recording Info: Lea County Records Book ___, Page ___
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 51

Lessor: Glen River f/k/a Glen F. Leet, Jr.
Lessee of Record: Opal Resources II, LLC
Date of Lease: December 1, 2016
Recording Info: Lea County Records Book 2075, Page 695
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 52

Lessor: John P. Cusack, III
Lessee of Record: Opal Resources II, LLC
Date of Lease: December 6, 2016
Recording Info: Lea County Records Book 2075, Page 683
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 53

Lessor: Patrick P. Cusack
Lessee of Record: Opal Resources II, LLC
Date of Lease: November 28, 2016
Recording Info: Lea County Records Book 2075, Page 677
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 54

Lessor: Robert Louis Linnell, as Trustee of the Robert Louis Linnell Revocable Trust dated May 14, 2004
Lessee of Record: Opal Resources II, LLC
Date of Lease: December 7, 2016
Recording Info: Lea County Records Book 2075, Page 692
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 55

Lessor: Robert A. McKee
Lessee of Record: Opal Resources II, LLC
Date of Lease: December 5, 2016
Recording Info: Lea County Records Book 2075, Page 673
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 56

Lessor: Sheryl McKee Kenny
Lessee of Record: Opal Resources II, LLC
Date of Lease: December 5, 2016
Recording Info: Lea County Records Book 2075, Page 670
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 57

Lessor: Timothy J. Cusack
Lessee of Record: Opal Resources II, LLC
Date of Lease: December 6, 2016
Recording Info: Lea County Records Book 2075, Page 680
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 58

Lessor: Roy V. Flesh, II
Lessee of Record: Opal Resources II, LLC
Date of Lease: December 22, 2016
Recording Info: Lea County Records Book 2077, Page 979
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 59

Lessor: Dianne Flesh Gumper
Lessee of Record: Opal Resources II, LLC
Date of Lease: December 16, 2016
Recording Info: Lea County Records Book 2077, Page 976
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 60

Lessor: David Fred Carr
Lessee of Record: Opal Resources II, LLC
Date of Lease: February 3, 2017
Recording Info: Lea County Records Book ___, Page ___
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 61

Lessor: Catherine A. Cusack
Lessee of Record: Opal Resources II, LLC
Date of Lease: December 14, 2016
Recording Info: Lea County Records Book 2077, Page 982
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

Lease No. 62

Lessor: Michael F. Cusack, Jr.
Lessee of Record: Opal Resources II, LLC
Date of Lease: February 4, 2016
Recording Info: Lea County Records Book ___, Page ___
Description of Lands
Committed: W/2W/2 Section 29, Township 19 South, Range 39 East, N.M.P.M.

TRACT NO. 2

Lessor: State of New Mexico by and through its Commissioner of Public Lands
Lessee of Record: Opal Resources II, LLC
Serial No. of Lease: V0-9775-1
Description of Lands: NW/4NW/4 Section 32, Township 19 South, Range 39 East, N.M.P.M.
Committed:
No. of Acres: 40 acres, more or less

RECAPITULATION

Tract Number	Number of Acres Committed	Percentage of Interest In Communitized Area
No. 1	160 acres	80%
No. 2	<u>40 acres</u>	<u>20%</u>
TOTAL	200 acres	100%

District I1625 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

APPLICATION FOR PERMIT TO DRILL, RE-ENTER, DEEPEN, PLUGBACK, OR ADD A ZONE

1. Operator Name and Address OPAL RESOURCES II LLC 7600 W TIDWELL RD STE 500 HOUSTON, TX 77040		2. OGRID Number 370630
		3. API Number 30-025-43294
4. Property Code 316330	5. Property Name JADE 19 39 29 STATE COM	6. Well No. 001H

7. Surface Location

UL - Lot D	Section 29	Township 19S	Range 39E	Lot Idn	Feet From 400	N/S Line N	Feet From 400	E/W Line W	County Lea
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8. Proposed Bottom Hole Location

UL - Lot D	Section 32	Township 19S	Range 39E	Lot Idn D	Feet From 1122	N/S Line N	Feet From 400	E/W Line W	County Lea
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9. Pool Information

NADINE;ABO, EAST	47393
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Additional Well Information

11. Work Type New Well	12. Well Type OIL	13. Cable/Rotary	14. Lease Type Private	15. Ground Level Elevation 3587
16. Multiple N	17. Proposed Depth 13341	18. Formation Abo	19. Contractor	20. Spud Date 8/10/2016
Depth to Ground water		Distance from nearest fresh water well		Distance to nearest surface water

☒ We will be using a closed-loop system in lieu of lined pits**21. Proposed Casing and Cement Program**

Type	Hole Size	Casing Size	Casing Weight/ft	Setting Depth	Sacks of Cement	Estimated TOC
Surf	14.75	11.75	42	1750	865	0
Int1	11	8.625	32	5950	1125	0
Prod	7.875	5.5	20	13341	1345	0

Casing/Cement Program: Additional Comments

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22. Proposed Blowout Prevention Program

Type	Working Pressure	Test Pressure	Manufacturer
Hydril	3000	3000	Hydril

23. I hereby certify that the information given above is true and complete to the best of my knowledge and belief.
 I further certify I have complied with 19.15.14.9 (A) NMAC ☒ and/or 19.15.14.9 (B) NMAC ☒, if applicable.

OIL CONSERVATION DIVISION

Signature:

Printed Name: Electronically filed by Maria Elsbury	Approved By: Paul Kautz
Title: Regulatory & Production Coordinator	Title: Geologist
Email Address: maria.elsbury@opalresources.com	Approved Date: 6/14/2016 Expiration Date: 6/14/2018
Date: 6/10/2016 Phone: 832-667-4127	Conditions of Approval Attached

EXHIBIT 7

District I1625 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

WELL LOCATION AND ACREAGE DEDICATION PLAT

1. API Number 30-025-43294	2. Pool Code 47393	3. Pool Name NADINE; ABO, EAST
4. Property Code 316330	5. Property Name JADE 19 39 29 STATE COM	6. Well No. 001H
7. OGRID No. 370630	8. Operator Name OPAL RESOURCES II LLC	9. Elevation 3587

10. Surface Location

UL - Lot D	Section 29	Township 19S	Range 39E	Lot Idn	Feet From 400	N/S Line N	Feet From 400	E/W Line W	County Lea
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11. Bottom Hole Location If Different From Surface

UL - Lot D	Section 32	Township 19S	Range 39E	Lot Idn D	Feet From 1122	N/S Line N	Feet From 400	E/W Line W	County Lea
12. Dedicated Acres 200.00			13. Joint or Infill		14. Consolidation Code Forced Pooling			15. 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

OPERATOR CERTIFICATION

I hereby certify that the information contained 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(s) or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

E-Signed By: Maria Elsbury
 Title: Regulatory & Production Coordinator
 Date: 6/10/2016

SURVEYOR CERTIFICATION

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.

Surveyed By: James Tompkins
 Date of Survey: 5/31/2016
 Certificate Number: 14729

6/14/2016

OCD Permitting

Form APD Comments

Permit 222198

District I1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720**District II**811 S. First St., Artesia, NM 88210
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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

PERMIT COMMENTS

Operator Name and Address: OPAL RESOURCES II LLC [370630] 7600 W TIDWELL RD STE 500 HOUSTON, TX 77040	API Number: 30-025-43294
	Well: JADE 19 39 29 STATE COM #001H

Created By	Comment	Comment Date
geraldlong	Survey and Drilling Plan to be emailed	6/10/2016
geraldlong	Survey and Drilling Plan to be emailed	6/10/2016
geraldlong	Please advise on email address for Opal to transmit the detailed well plan and more detail on survey.	6/10/2016

District I

1625 N. French Dr., Hobbs, NM 88240
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District II

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District III

1000 Rio Brazos Rd., Aztec, NM 87410
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District IV

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

PERMIT CONDITIONS OF APPROVAL

Operator Name and Address: OPAL RESOURCES II LLC [370630] 7600 W TIDWELL RD STE 500 HOUSTON, TX 77040	API Number: 30-025-43294 Well: JADE 19 39 29 STATE COM #001H
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OCD Reviewer	Condition
pkautz	Will require a directional survey with the C-104
pkautz	Once the well is spud, to prevent ground water contamination through whole or partial conduits from the surface, the operator shall drill without interruption through the fresh water zone or zones and shall immediately set in cement the water protection string
pkautz	If using a pit for drilling and completion operations, must have an approved pit from prior to spudding the well.
pkautz	1) SURFACE & INTERMEDIATE CASING - Cement must circulate to surface -- 2) PRODUCTION CASING - Cement must tie back into intermediate casing --
pkautz	Surface casing must be set 25' below top of Rustler Anhydrite in order to seal off protectable water
pkautz	If cement does not circulate to surface, must run temperature survey or other log to determine top of cement
pkautz	Must notify OCD Hobbs Office if lost circulation is encountered at 575-370-3186
pkautz	Must notify OCD Hobbs Office of any water flows in the Salado Formation at 575-370-3186. Report depth and flow rate
pkautz	1) Must notify OCD Hobbs Office prior to running Stage Tool at 575-370-3186 2) If using Stage Tool on Surface casing, Stage Tool must be set greater than 350' from surface and a minimum of 200 feet above surface shoe. 3) When using a Stage Tool on Intermediate or Production Casing Stage must be a minimum of 50 feet below previous casing shoe.
pkautz	The New! Gas Capture Plan (GCP) notice is posted on the NMOCD website under Announcements. The Plan became effective May 1, 2016. A copy of the GCP form is included with the NOTICE and is also in our FORMS section under Unnumbered Forms. Please review filing dates for all applicable activities currently approved or pending and submit accordingly. Failure to file a GCP may jeopardize the operator's ability to obtain C-129 approval to flare gas after the initial 60-day completion period.

Opal Resources II LLC
Drilling & Completion - AFE Cost Estimate Report

Well Name	Orill and Complete JADE 19539ES29 #1H	AFE Number	901261
API Number	30-125-41254	AFE Date	10-Dec-18
Operator	Opal Resources Operating Co., LLC	Est. Start Date	
Business Unit	Permian		
State	NM		
County	Lea		
OPAL Area Name	Lea City NMI Fullerton Area		
		TMD, R.	13.541
		TVD, R.	7,577
		Prepared By	Garret Long

Objective / Work Description	Orill and Complete JADE 19539ES29 #1H
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Closed Loop
Schubert Costs
Water volumes and costs
Casing revisit
Site and road costs
Cost of frac

Cost Code	Intangibles Description	Dry Hole Cost	Comp. Cost	Facilities Cost	Total Costs
2	Locations/Hits/Hoists	\$127,500	\$8,000	\$0	\$135,500
93	Survey/Permits/Damages/Storage	\$65,000	\$0	\$0	\$65,000
92	Late Operation & Curative	\$60,000	\$0	\$0	\$60,000
4	Mod/DeMod (Trucking/dayrate during move)	\$152,200	\$0	\$0	\$152,200
8	Log Units	\$357,000	\$0	\$0	\$357,000
37	Completion Log Costs	\$0	\$24,000	\$0	\$24,000
12	Site	\$75,500	\$0	\$0	\$75,500
31	Casing Crews & Equipment	\$15,500	\$20,000	\$0	\$35,500
30	Cement & Cementing Services	\$75,000	\$60,000	\$0	\$135,000
24	Communications	\$7,650	\$0	\$0	\$7,650
56	Contract Labor (Hourly/weekly/seasonal/Log QC/etc)	\$81,000	\$20,000	\$0	\$101,000
62	Coring Rentals & Logs	\$0	\$0	\$0	\$0
10	Downhole Rentals (Unit/Washing/Slab/Reamer/Jars/etc)	\$81,500	\$123,120	\$0	\$204,620
37	Directional Drilling Services	\$83,000	\$0	\$0	\$83,000
17	Disposal (water, mud, downhole fluids - pit closure)	\$55,000	\$5,000	\$0	\$60,000
52	Fishing Services	\$0	\$0	\$0	\$0
20	Fuel	\$57,500	\$0	\$0	\$57,500
33	Inspection (SHA/Unit String record costs, etc)	\$15,000	\$0	\$0	\$15,000
60	Logging Services/Logging Line/Perforating	\$0	\$35,000	\$0	\$35,000
95	Macellaneous	\$0	\$0	\$0	\$0
14	Drilling/Completion Rates	\$90,400	\$10,600	\$0	\$101,000
61	Mud Logging Services / MVI Systems	\$21,400	\$0	\$0	\$21,400
11	Plugging & Abandonment (Cement & services)	\$0	\$0	\$0	\$0
15	Pumping Services/Full Trucks	\$0	\$25,000	\$0	\$25,000
32	Simulation (Frac equip/ materials - acid, etc)	\$1,521,836	\$1,521,836	\$0	\$1,521,836
50	Supervision	\$65,500	\$40,000	\$0	\$105,500
18	Supplies/Materials (General rig supplies)	\$11,500	\$0	\$0	\$11,500
11	Surface Equipment Rentals (Drillbit, gen'l rental)	\$189,500	\$55,000	\$0	\$244,500
5	Cased Tubing	\$0	\$195,041	\$0	\$195,041
68	Testing Services (DOP and pressure testing)	\$8,500	\$1,500	\$0	\$10,000
58	Transportation (Daily misc trucking)	\$51,000	\$10,000	\$0	\$61,000
16	Water (VWV suppressant, Make-up water - mud/frac)	\$35,000	\$124,200	\$0	\$159,200
64	Well Tool/Workover	\$0	\$60,000	\$0	\$60,000
94	Contingency	\$0	\$0	\$0	\$0
34	Perforate	\$0	\$0	\$0	\$0
36	Swab Truck/Scale Line	\$0	\$0	\$0	\$0
13	Tank Rental	\$0	\$40,000	\$0	\$40,000
73	Frac Valve	\$0	\$20,000	\$0	\$20,000
74	Tree Saver	\$0	\$0	\$0	\$0
90	Overhead	\$10,500	\$0	\$0	\$10,500
60	Insurance	\$15,000	\$0	\$0	\$15,000
48	Pipeline Interconnect	\$0	\$0	\$0	\$0
58	Flowline/Gathering (Labor only)	\$0	\$10,000	\$0	\$10,000
38	Meters/Measurements	\$0	\$0	\$0	\$0
45	Safety System/Equipment	\$0	\$0	\$0	\$0
40	Other Equipment	\$0	\$0	\$0	\$0
32	Compressor	\$0	\$0	\$0	\$0
31	Misc Construction	\$0	\$0	\$0	\$0
54	Skidways	\$0	\$0	\$0	\$0
39	Technical Equipment	\$0	\$60,000	\$0	\$60,000
44	Connectors	\$0	\$0	\$0	\$0
75	Log Fee/Environment	\$0	\$0	\$0	\$0
TOTAL INTANGIBLES COST		\$1,816,050	\$2,397,797	\$70,000	\$4,283,847
Cost Code	Tangibles Description	Dry Hole Cost	Comp. Cost	Facilities Cost	Total Costs
3	Conductor	\$30,000	\$0	\$0	\$30,000
4	Surface Casing	\$38,119	\$0	\$0	\$38,119
6	Intermediate Casing	\$159,163	\$0	\$0	\$159,163
7	Linear String	\$0	\$0	\$0	\$0
8	Production Casing	\$0	\$228,398	\$0	\$228,398
9	Drilling Casing Equipment	\$8,000	\$251,787	\$0	\$259,787
20	Misc Equipment (subsurface)	\$0	\$7,500	\$0	\$7,500
10	Wellhead	\$9,280	\$2,500	\$0	\$11,780
8	Production Tubing	\$0	\$40,125	\$0	\$40,125
11	Tree	\$0	\$1,500	\$0	\$1,500
12	Surface - Pumping Units	\$0	\$0	\$0	\$0
30	Surface - Separation/Production	\$0	\$100,000	\$0	\$100,000
47	Surface - Treating Equip Oil	\$0	\$0	\$0	\$0
48	Surface - Treating Equip Gas	\$0	\$0	\$0	\$0
34	Surface - Tanks	\$0	\$0	\$0	\$0
73	Surface - SWD Pumps	\$0	\$0	\$0	\$0
48	Surface - Other Equipment	\$0	\$0	\$0	\$0
42	Gathering Line	\$0	\$29,000	\$0	\$29,000
TOTAL TANGIBLES COST		\$244,561	\$531,810	\$129,000	\$905,371
TOTAL AFE COST		\$2,060,611	\$2,929,607	\$199,000	\$5,189,218

OPAL Approval: _____ Date: _____ Recommended: _____

Partner Approval:
The amounts set forth are the Operator's best estimates based on current market conditions. Billing and payment shall be for costs actually incurred. Insurance Coverage on separate page, elect and return with this executed AFE.

Agreed to and accepted this _____ day of _____
Signed _____ Print Name: _____ Title: _____
Company _____ Working Interest _____ Tax ID / S N _____

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

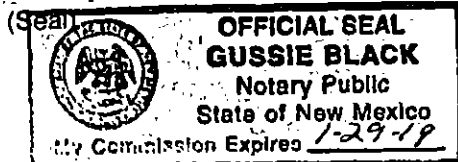
Beginning with the issue dated
January 28, 2017
and ending with the issue dated
January 28, 2017.


Publisher

Sworn and subscribed to before me this
28th day of January 2017.


Business Manager

My commission expires
January 29, 2019



This newspaper is duly qualified to publish
legal notices or advertisements within the
meaning of Section 3, Chapter 167, Laws of
1937, and payment of fees for said

LEGAL	LEGAL	LEGAL
LEGAL NOTICE January 28, 2017		
NOTICE OF HEARING		
STATE OF NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT OIL CONSERVATION DIVISION SANTA FE, NEW MEXICO		
NOTICE: ALBUQUERQUE NATIONAL BANK, AS TRUSTEE FOR KATHRYN BRANDENBURG; CHEEDLE CAVINESS AND ELIZABETH CAVINESS AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP; JEANNIE H. COLLINS; CARL F. HATCH; CARLA LEET-ASSAF, INC.; DAVID M. YAGER; TRUSTEE OF THE DAVID BOND KYTE 1997 TRUST; THE UNKNOWN HEIRS OF THE FOLLOWING DECEASED PERSON: OLLIE S. JONES.		
Opal Resources Operating Co., LLC and Opal Resources II, LLC, hereby give notice pursuant to law and the Rules and Regulations of the Division of the following public hearing to held at 8:15 A.M. on March 2, 2017, in the Oil Conservation Division Hearing Room at 1220 South St. Francis Drive, Santa Fe, New Mexico, before an examiner duly appointed for the hearing. You are not required to attend this hearing, but as a mineral interest owner within the proposed Unit, you may appear and present testimony. Failure to appear at that time and become a party of record will preclude you from challenging the matter at a later date before the Division.		
Parties desiring to appear in this case are required by Division Rule 19.15.4.13 N.M.A.C. to file a pre-hearing statement on or before 5:00 p.m. on the Thursday preceding the scheduled hearing date. The prehearing statement must be filed at the Division's Santa Fe office at the above specified address and an additional copy provided to my office. The pre-hearing statement must include: the names of the party and its attorneys; a concise statement of the party's position in the matter; the names of all witnesses the party will call to testify at the hearing; the approximate time the party will need to present its case; and identification of any procedural matters that are to be resolved prior to the hearing. If you have any questions about this matter, please contact: Carson Ryan, LLC (Elizabeth A. Ryan) at beth@carsonryan.com or 575-291-7806.		
CASE NO. 15821: Application of Opal Resources Operating Co., LLC & Opal Resources II, LLC for a Non-Standard Spacing and Proration Unit, a Non-Standard Project Area, and Compulsory Pooling, Lea County, New Mexico. Applicant in the above styled cause seeks an order: (1) creating a non-standard, 200-acre, more or less, spacing and proration unit comprised of W/2W/2 Section 29 and NW/4NW/4 Section 32, Township 19 South, 39 East, NMPM, Lea County, New Mexico; (2) approving a non- standard project area; and (3) pooling all mineral interests in the Nadine/Abo Formation underlying said acreage. Said non-standard unit is to be dedicated to Applicant's Jade 19S-39E-32N No. 1H Well, to be vertically drilled from the surface location in NW/4NW/4 (Unit D) of Section 29 to the Nadine/Abo Formation to the bottom hole location of in NW/4NW/4 (Unit D) of Section 32. The completed interval for this well will remain within the 330-foot standard offset required by the Rules. Also to be considered will be the cost of drilling and completing the well and the allocation of the costs thereof, as well as actual operating costs and charges for supervision, designation of Opal Resources Operating Co., LLC as operator of the well, and a 200% penalty for risk involved in the drilling the well. #31615		

67111515

00187806

RACHEL TUTOR
CARSON RYAN, LLC
PO BOX 1612
ROSWELL, NM 88202

EXHIBIT 8

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

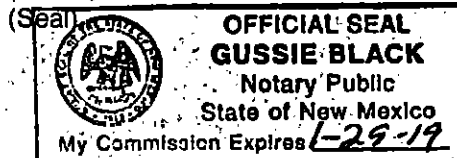
Beginning with the issue dated
January 05, 2017
and ending with the issue dated
January 05, 2017.


Publisher

Sworn and subscribed to before me this
5th day of January 2017.


Business Manager

My commission expires
January 29, 2019



This newspaper is duly qualified to publish
legal notices or advertisements within the
meaning of Section 3, Chapter 167, Laws of
1937 and payment of fees for said

LEGAL	LEGAL	LEGAL
LEGAL NOTICE January 5, 2017		
NOTICE OF HEARING		
STATE OF NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT OIL CONSERVATION DIVISION SANTA FE, NEW MEXICO		
NOTICE: ALBUQUERQUE NATIONAL BANK, AS TRUSTEE FOR KATHRYN BRANDENBURG, CHEEDLE CAVINESS AND ELIZABETH CAVINESS AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP; JEANNIE H. COLLINS; CONOCOPHILLIPS COMPANY; CATHERINE A. CUSACK; TIMOTHY J. CUSACK, TRUSTEE OF THE TESTAMENTARY TRUST U/W/O JOHN P. CUSACK, JR.; ANN ASKREN FLESH; CARL F. HATCH; GERONIMO HOLDINGS; CARLA LEET-ASSAF; NOBLE ENERGY, INC.; POGAR PETROLEUM; RIO GRANDE ENERGY; SHERIDAN PRODUCTION COMPANY, LLC; DAVID M. YAGER, TRUSTEE OF THE DAVID BOND KYTE 1997 TRUST; THE UNKNOWN HEIRS OF THE FOLLOWING DECEASED PERSON: OLLIE S. JONES.		
Opal Resources Operating Co., LLC and Opal Resources II, LLC, hereby give notice pursuant to law and the Rules and Regulations of the Division of the following public hearing to be held at 8:15 A.M. on January 19, 2017, in the Oil Conservation Division Hearing Room at 1220 South St. Francis Drive, Santa Fe, New Mexico, before an examiner duly appointed for the hearing. You are not required to attend this hearing, but as a mineral interest owner within the proposed Unit, you may appear and present testimony. Failure to appear at that time and become a party of record will preclude you from challenging the matter at a later date before the Division.		
Parties desiring to appear in this case are required by Division Rule 19.15.4.13 N.M.A.C. to file a pre-hearing statement on or before 5:00 p.m. on the Thursday preceding the scheduled hearing date. The prehearing statement must be filed at the Division's Santa Fe office at the above specified address and an additional copy provided to my office. The pre-hearing statement must include: the names of the party and its attorneys; a concise statement of the party's position in the matter; the names of all witnesses the party will call to testify at the hearing; the approximate time the party will need to present its case; and identification of any procedural matters that are to be resolved prior to the hearing. If you have any questions about this matter, please contact: Carson Ryan LLC (Elizabeth A. Ryan) at beth@carsonryan.com or 575-291-7606.		
CASE NO. 15621: Application of Opal Resources Operating Co., LLC & Opal Resources II, LLC for a Non-Standard Spacing and Proration Unit, a Non-Standard Project Area, and Compulsory Pooling, Lea County, New Mexico. Applicant in the above styled cause seeks an order (1) creating a non-standard, 200-acre, more or less, spacing and proration unit comprised of W/2W/2 Section 29 and NW/4NW/4 Section 32, Township 19 South, 39 East, NMPM, Lea County, New Mexico; (2) approving a non-standard project area; and (3) pooling all mineral interests in the Nadine/Abo Formation underlying said acreage. Said non-standard unit is to be dedicated to Applicant's Jade 19S-39E-S29 No. 1H Well, to be vertically drilled from the surface location in NW/4NW/4 (Unit D) of Section 29 to the Nadine/Abo Formation to the bottom hole location of in NW/4NW/4 (Unit D) of Section 32. The completed interval for this well will remain within the 330-foot standard offset required by the Rules. Also to be considered will be the cost of drilling and completing the well and the allocation of the costs thereof, as well as actual operating costs and charges for supervision, designation of Opal Resources Operating Co., LLC as operator of the well, and a 200% penalty for risk involved in the drilling the well.		
#31457		

67111515

00186649

RACHEL TUTOR
CARSON RYAN, LLC
PO BOX 1612
ROSWELL, NM 88202

EXHIBIT 9

PERMIAN BASIN MAP

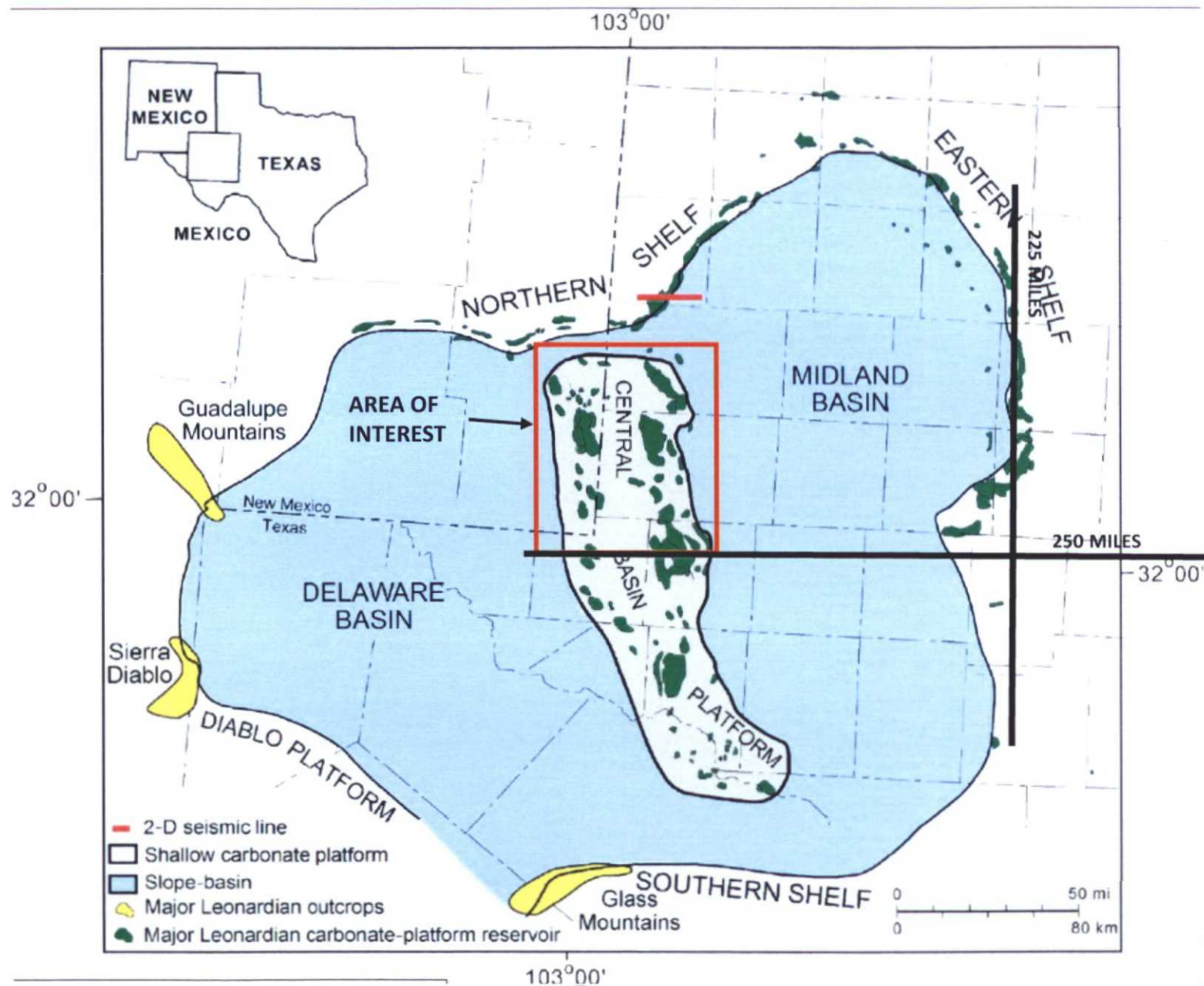


EXHIBIT 10

STRUCTURE TOP WICHITA-ALBANY

FMTOPS - WICHITA-ALBANY [DNC] - BASED ON 3 BAR FIELD CALLS

STAR SHOWS PROPOSED
LOCATION OF JADE WELL

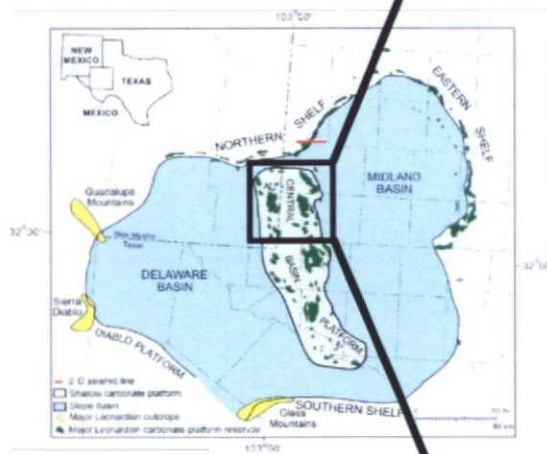
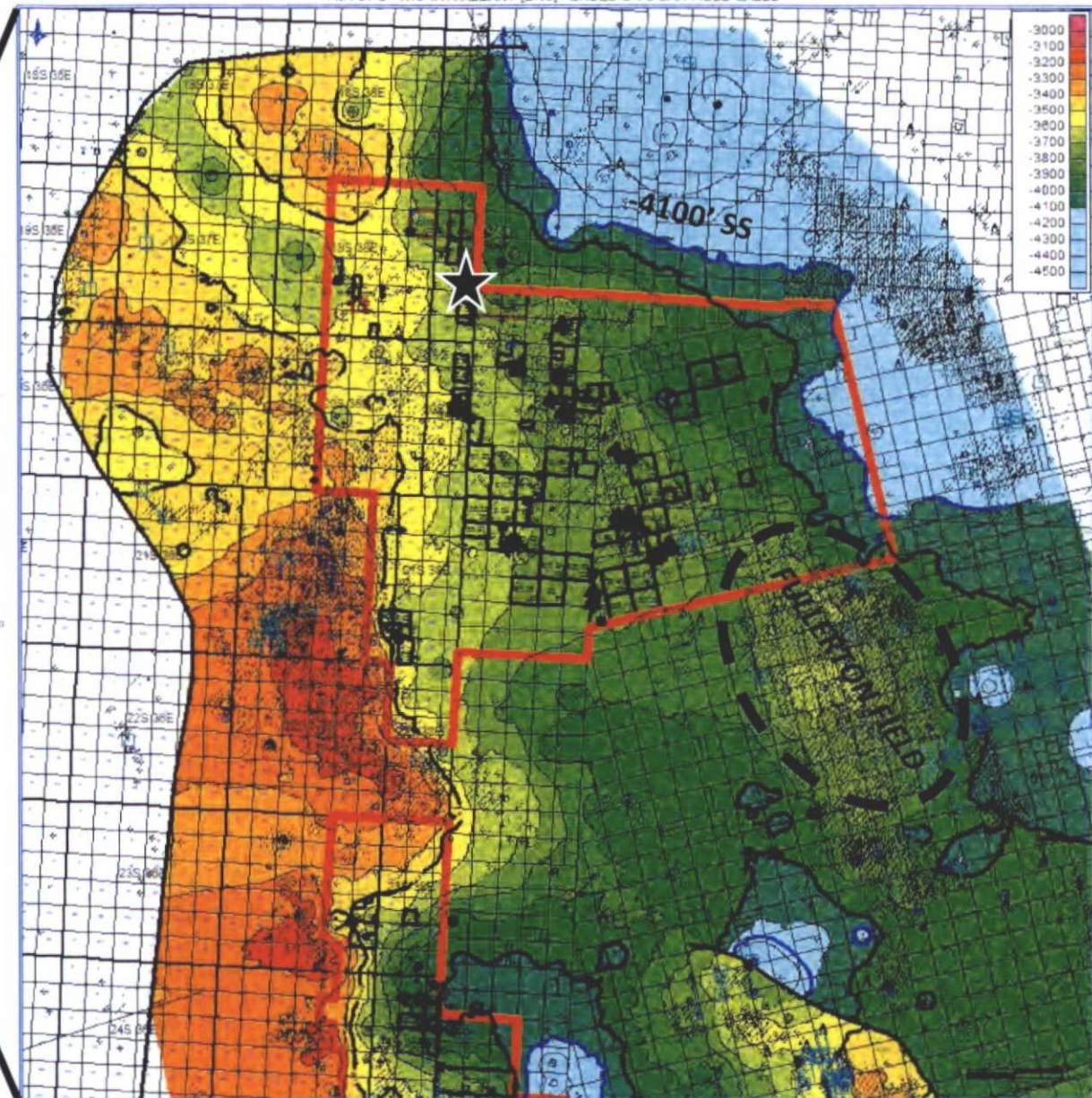
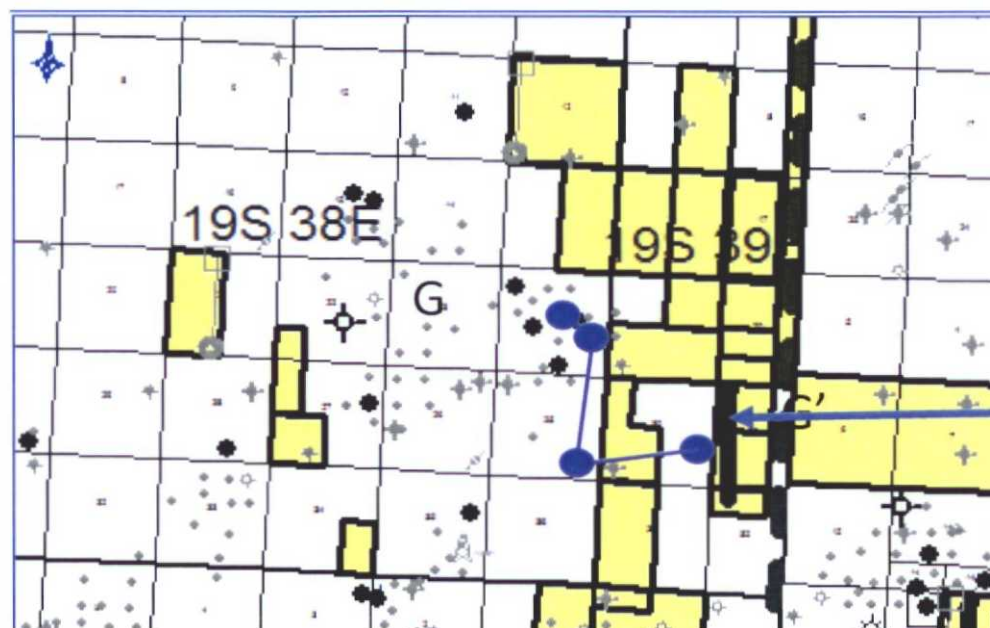


EXHIBIT 11

BASE MAP WITH CROSS SECTION LOCATIONS



**PROPOSED
LOCATION OF JADE
WELL**

EXHIBIT 12

STRUCTURAL CROSS SECTION G-G'

G

G'

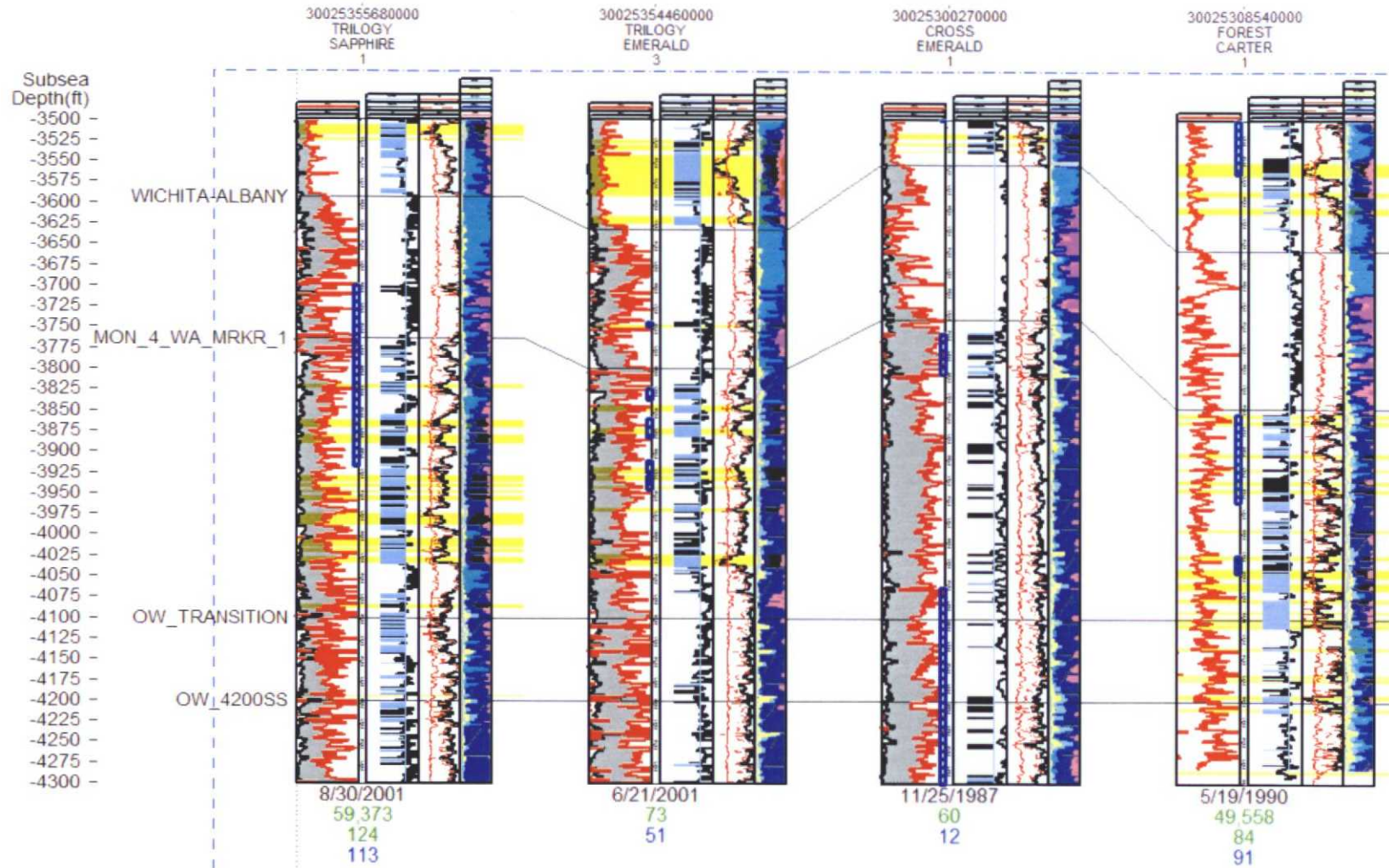




EXHIBIT 13

WELL CONSTRUCTION DIAGRAM

County: Lea County, NM Field: ABO (Wichita Albany) API #: 30-025-43294 Spud Date: January 15, 2017 (possible)		NM OCD Property #: 316330 AFE #: 501291 Rig Name & #: Not Known yet		Planned Wellbore Schematic 12/23/2016 Well Name: JADE 19S39ES29 #1H Operator: Opal Resources II, LLC		SL: Lat: 32.6372997°N, Lon: 103.0745082°W NAD 27 BHL: Lat: 32.6211392°N, Lon: 103.0745752°W GL: 3587' KB: 3612' (25')		Geologist: Dan Creighton Project Manager/Supt: Gerald Long Drilling Engineer: Gerald Long	
Multi-Bowl Design									
13 3/8" SOW x 13 5/8" 3M x 11" 5M x 7 1/16" 5M									
TVD/MD	GEOLOGICAL	Hole Size/Casing Program	Drilling Fluids	BHA	Cementing/Float Equipment	Notes			
100'/100'		26" x 20" Conductor	N/A	N/A	N/A	Tight hole due to red bed shale is High risk while tripping and running casing			
1640' Base of FW 1718' Top Permian			Use Paper Sweeps		Cent every 3rd Jnt; Texas Pattern Shoe				
1750'/1750'		17 1/2" x 13 3/8"	8.4-8.8 ppg FW/Spud Mud	17 1/2" Bit, 8" Shock Sub, 8" True Shoe MW	Lead: 12.9 ppg, 770 sks or 1409 cuft (80% Excess) TOC @ Surface Tail: 14.8 ppg, 615 sks or 818 cuft (80% Excess) TOC @ 1125'				
1795'	Top Salt	J-55, 54 5/8" STC		IBS, 8" DC, IBS, 5- 8" DC, 9 - 6 1/2" DCs, 12 - 5" HWDP					
2,908'	Yates				Cent every 3rd Jnt				
4,430'	San Andres					H2S/Water flows are High risks			
5,696'	Glorietta				Class C				
5,950'/5,950'		12 1/4" x 9 5/8"	10.0-10.1 Brine	12 1/4" Bit, 8" Mtr, 12" Stab, 8" Shock Sub, MWD, X/O, 2- 8" DC, 8" DC, 9 - 6 1/2" DCs, 12 - 5" HWDP	Lead: 11.9 ppg, 1156 sks, 2705 cuft (60% Excess) TOC @ Surface Tail: 14.8 ppg, 222 sks, 293 cuft (60% Excess) TOC @ 5400'				
6,151'	Clearfork	(J-55 36" to 3,200'), (*HCL-80 40" to 5,950'), LTC * Special Drift to 8.75"							
6,733'	Tubb					Drilling dysfunctions (Lateral/Torsional Vibs) are a High risk, multiple bit trips have occurred			
7004'/7004'	KOP	Build Curve w/ 10"/100'							
7,257'	Wichita-Albany					Window is +/- 10' (High/Low) & +/- 70' (Left/Right)			
7,577' TVD/7,904' MD	EOC					VS = 6010'			
		8 3/4" x 5 1/2" Production Hole	9.0-9.4 Cut Brine	Vert/Curve/Lateral Assembly	Prod Cement - Class H	7,577' TVD/13,341' MD			
		5.5" P-110; 20# BTC (or better) surface to 7250'		8 3/4" Bit; 2.0-2.12 Fixed (.28 Revs/gal)	Lead: 11.9 ppg, 210 sks, 495 cuft (50% Excess) TOC @ 5650'				
		5.5" P-110; 23# BTC 7250' to 13,340'		50 Jts of HWDP landing at TOP of Curve	Tail: 14.2 ppg, 1745 sks, 2425 cuft (50% Excess) TOC @ 6957'				
				Lateral Backup Assembly	Displace first w/2000 gallons of MSA Acid				
				8 3/4" Bit; 1.5 - 1.83 Fixed (.28-33 Rev/gal)	SLB Rupture Disc run 2 Jts after FC				
				50 Jts of HWDP landing at TOP of Curve	Cent every other Jnt in lat & curve				
					Cent every 3rd to Interm Shoe				
						Gerald Long (PM and DE)			
						Prepared (Revised): 12/23/2016			
** TOC on Production Job may change after logs *Actual excesses on intermediate and Production cement jobs will be verified with caliper logs									

** TOC on Production Job may change after logs

*Actual excesses on intermediate and Production cement jobs will be verified with caliper logs