

DISTRICT I
1825 N. French Dr., Hobbs, NM 88240
Phone (575) 393-6161 Fax: (575) 393-0720

DISTRICT II
1301 W. Grand Avenue, Artesia, NM 88210
Phone (575) 745-1283 Fax: (575) 745-0720

DISTRICT III
1000 Rio Brazos Rd., Aztec, NM 87410
Phone (505) 334-6176 Fax: (505) 334-6170

DISTRICT IV
1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone (505) 476-3460 Fax: (505) 476-3462

State of New Mexico
Energy, Minerals and Natural Resources Department

HOBBS OGD

Revised 11/11/14
Form C-102

Revised August 1, 2011

Submit one copy to appropriate
District Office

OIL CONSERVATION DIVISION

1220 South St. Francis Dr.
Santa Fe, New Mexico 87505

RECEIVED

WELL LOCATION AND ACREAGE DEDICATION PLAT

☐ AMENDED REPORT

API Number 70-026 42834	Pool Code 63780	Pool Name EVER; BLINERY
Property Code 71765	Property Name BRITT B	Well Number 54
OGRID No. 217817	Operator Name CONOCO PHILLIPS	Elevation 3578'

Surface Location

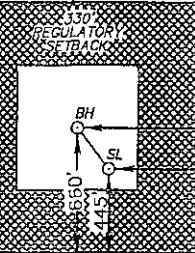
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	10	20 S	37 E		445	SOUTH	1805	EAST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	10	20 S	37 E		660	SOUTH	1980	EAST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
40			

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

				<p>OPERATOR CERTIFICATION</p> <p>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 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.</p> <p><u>Susan B. Maunder</u> 11/11/14 Signature Date</p> <p><u>Susan B. Maunder</u> Printed Name</p> <p><u>Susan.B.Maunder@cop.com</u> Email Address</p>	
					<p>SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p><u>NOVEMBER 3, 2014</u> Date Surveyed</p> <p><u>GARY L. JONES</u> Signature & Seal of Professional Surveyor</p> <p>Certificate No. Gary L. Jones 7977</p> <p>BASIN SURVEYS 25434</p>
		<p>BOTTOM HOLE LOCATION</p> <p>Lat - N 32°34'55.81" Long - W 103°14'13.92" NMSPCE- N 577263.3 E 879969.8 (NAD-83)</p> <p>Lat - N 32°34'55.37" Long - W 103°14'12.20" NMSPCE- N 577201.7 E 837787.1 (NAD-27)</p>		<p>SURFACE LOCATION</p> <p>Lat - N 32°34'53.68" Long - W 103°14'11.87" NMSPCE- N 577049.621 E 879147.644 (NAD-83)</p> <p>Lat - N 32°49'53.24" Long - W 103°14'10.15" NMSPCE- N 576988.036 E 837964.888 (NAD-27)</p>	

OCT 08 2015

DISTRICT I

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

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1301 W. Grand Avenue, Artesia, NM 88210
Phone (575) 748-1283 Fax: (575) 748-9720

DISTRICT III

1000 Rio Brazos Rd., Aztec, NM 87410
Phone (505) 334-8178 Fax: (505) 334-8170

DISTRICT IV

1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone (505) 476-5460 Fax: (505) 476-5462State of New Mexico
Energy, Minerals and Natural Resources Department

OIL CONSERVATION DIVISION

1220 South St. Francis Dr.
Santa Fe, New Mexico 87505

HOBBS OCD

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WELL LOCATION AND ACREAGE DEDICATION PLAT

☐ AMENDED REPORT

API Number 30-026 42834	Pool Code 47090	Pool Name MONUMENT; TUBB
Property Code 31365	Property Name BRITT B	Well Number 54
OGRID No. 217817	Operator Name CONOCO PHILLIPS	Elevation 3578'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	10	20 S	37 E		445	SOUTH	1805	EAST	LEA

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
0	10	20 S	37 E		660	SOUTH	1980	EAST	LEA

Dedicated Acres 40.80	Joint or Infill	Consolidation Code	Order No.
---------------------------------	-----------------	--------------------	-----------

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

				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 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. <u>Susan B. Maunder</u> 11/11/14 Signature Date <u>Susan B. Maunder</u> Printed Name <u>Susan.B.Maunder@cop.com</u> Email Address	
				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. NOVEMBER 3, 2014 Date Surveyed <u>Gary L. Jones</u> Signature & Seal of Professional Surveyor Certificate No. Gary L. Jones 7977 BASIN SURVEYS 25434	
		BOTTOM HOLE LOCATION Lat - N 32°34'55.81" Long - W 103°14'13.92" NMSPCE- N 577263.3 E 879969.8 (NAD-83) Lat - N 32°34'55.37" Long - W 103°14'12.20" NMSPCE- N 577201.7 E 837787.1 (NAD-27)			
		SURFACE LOCATION Lat - N 32°34'53.68" Long - W 103°14'11.87" NMSPCE- N 577049.621 E 879147.644 (NAD-83) Lat - N 32°49'53.24" Long - W 103°14'10.15" NMSPCE- N 576988.036 E 837964.888 (NAD-27)			

84.41', SOD38'19"E 986.51' TO BEG 188AC ML. 6.19 AC TO STATE HWY
DEPT 1987-REDESCRIBED Section 21, T20S-R37E. Containing 311.93 Acres.

All of Section 22, T20S-R37E, containing 640.0 acres.

All of Section 23, T20S-R37E, containing 640.0 acres.

E/2W/2, NW/4NW/4, SW/4SE/4, SW/4SW/4, Section 24, T20S-R27E,
containing 280.00 acres.

W/2, NW/4NE/4 of Section 6, T20S-R38E containing 362.97 acres.

N/2NE/4, N/2NW/4, SW/4SW/4 of Section 7, T20S-R38E, containing 201.16
acres.

W/2NW/4 of Section 18, T20S-R38E, containing 81.00 acres.

S/2, of Section 9, T20S-R37E, containing 313.28 acres less 6.72 AC TO STATE
HWY DEPT.

S/2SE/4, of Section 6, T20S-R38E, containing 80.00 acres.

NE/4SW/4 of Section 3, T20S-R37E, containing 40.00 acres.

SW/4NW/4, NE/4SW/4, N/2SE/4SW/4, SW/4SE/4SW/4, N/2SE/4SE/4SW/4,
SW/4SE/4SE/4SW/4, N/2SW/4SW/4, E/2SE/4, W/2NW/4SE/4,
N/2NE/4NW/4SE/4, S/2SE/4NW/4SE/4, N/2SW/4SE/4, SE/4SW/4SE/4,
N/2SW/4SW/4SE/4 & SE/4SW/4SW/4SE/4 of Section 10, T20S-R37E,
containing 285.00 acres.

S/2SW/4, S/2SE/4, NE/4SE/4, S/2NW/4SE/4, NE/4NW/4SE/4 of Section 13,
T20S-R37E, containing 230.00 acres.

S/2NW/4, S/2NW/4NW/4 & NW/4NW/4NW/4 of Section 14, T20S-R37E,
containing 110.00 acres.

NW/4, NW/4NE/4, SE/4NE/4, S/2NE/4NE/4, NW/4NE/4NE/4, N/2SW/4NE/4,
N/2SW/4SW/4NE/4 & SW/4SW/4SW/4NE/4 of Section 15, T20S-R37E,
containing 297.50 acres.

SW/4NW/4, NW/4SW/4, NE/4, N/2SE/4, N/2SE/4SE/4, N/2S/2SE/4SE/4,
SW/4SW/4SE/4SE/4 & SE/4SE/4SE/4SE/4 of Section 24, T20S-R37E, containing
355.00 acres.

Lots 3 & 4 of Section 18, T20S-R38E, containing 80.92 acres.

Lots 1, 2, & 3 of Section 19, T20S-R38E, containing 121.28 acres.

(the above, as of the date hereof, being the property of S&W Cattle Company)

for so long as the same may be necessary or convenient for Grantee's operations
under the terms and provisions contained in this Agreement which shall supersede
all prior agreements (except those agreements in place or of record described in
the next sentence), whether oral or written, between Grantor and Grantee.
Grantee's rights under this Agreement shall be in addition to, and shall not waive,
amend, supersede or diminish, any of Grantee's rights under its oil and gas leases,

or any right of way, easement or surface lease, of record or in place as of December 31, 2007, between Grantor or a predecessor of Grantor and Grantee, or any of Grantee's parent, or wholly or partially owned subsidiary or affiliated entities, covering all or any portion of the Subject Property. Nothing herein shall be deemed or construed to grant any rights for construction or installation of any mainline transmission pipeline on Grantor's lands by Grantee, or any subsidiary or affiliate of Grantee.

Grantor acknowledges this Agreement complies with House Bill 827 enacted by the New Mexico 48th Legislature and approved by the Governor on March 8, 2007, known as the New Mexico Surface Owners Protection Act (the "ACT") which is incorporated herein for informational purposes only, and the receipt of a copy of which is hereby acknowledged by Grantor. BY EXECUTION OF THIS AGREEMENT, GRANTOR HEREBY WAIVES ANY AND ALL OF ITS RIGHTS UNDER THE ACT AND AGREES THAT THIS AGREEMENT SUPERSEDES ALL PROVISIONS THEREOF WITH RESPECT TO ALL PRESENT AND FUTURE WELLS, PIPELINES, OTHER FACILITIES AND EQUIPMENT, OPERATIONS, AND INGRESS AND EGRESS ASSOCIATED THEREWITH, OF GRANTEE, ITS SUCCESSORS AND ASSIGNS, ON, UNDER AND ACROSS THE SUBJECT PROPERTY FOR THE PURPOSES SET FORTH HEREIN.

For purposes of this Agreement, the following definitions apply:

- (i) "on lease" means use of the surface estate of lands described in an oil and gas lease for the purposes of exploration, production and/or development of the mineral estate underlying the same lands described in said oil and gas lease;
- (ii) "off lease" means any use of the surface estate of lands described in an oil and gas lease for purposes of exploration, production and/or development of the mineral estate underlying any lands other than the same lands described in said oil and gas lease, and means any use of any portion of the Subject Property which is not subject to an oil and gas lease for the purposes of exploration, production and/or development of

the mineral estate underlying any portion of the Subject Property that is subject to an oil and gas lease or underlying any lands other than the Subject Property, whether owned by Grantor or persons or entities other than Grantor;

(iii) "along roadway" means the length of any electric line, flow line or pipeline which is installed within fifty (50) feet from the closest edge of any roadway in place at the time such electric line, flow line or pipeline is constructed hereunder; and

(iv) "across pasture" means the length of any electric line, flow line or pipeline which is installed more than fifty (50) feet from the closest edge of any roadway in place at the time such electric line, flow line or pipeline is constructed hereunder.

(v) "temporarily abandoned" means any oil and/or gas well on the Subject Property (excluding all well(s) located on surface owned by the BLM or State of New Mexico) which is shut-in on January 1 of each calendar year and has been shut in for a period of not less than sixty (60) consecutive days immediately preceding such January 1, and any injection well on the Subject Property (excluding all well(s) located on surface owned by the BLM or State of New Mexico) which is not used for injection on such January 1 and has not been used for injection during such sixty-day period, but does not include any permanently plugged and abandoned well.

Grantor and Grantee agree that this Surface Use Agreement and the following Payment Schedule (i) shall be limited to Grantee's exploration, production and/or development activities located on the Subject Property, provided no payments are required on BLM property on which Grantor is the grazing lessee, and (ii) shall constitute full compensation to Grantee for the installation, maintenance, repair, replacement, use and operation of well locations (inclusive of the area occupied by pits associated therewith), and both on lease and off lease roadways, pipelines, flow lines, power lines, land communications lines and other sites, and ingress and

egress associated Grantee's equipment, facilities and operations on or across the Subject Property:

PAYMENT SCHEDULE

A. The following one-time, lump sum payments in this Section A shall be tendered within thirty (30) days following completion of Grantee's surface construction work to which such payment applies for the items listed below if constructed by Grantee on the Subject Property after December 31, 2007:

Power and Land Communications Lines	
Along roadway	██████████
Across pasture	██████████
Flow lines and Pipelines	
Along roadway	██████████
Across pasture	██████████
Roadways	██████████
New Well Locations (Privately owned surface)	████████████████████
New Well Locations (State owned surface)	████████████████████
Sites (other than well locations and caliche pits)	██████████
Caliche	████████████████████

The amounts set forth above shall remain constant until December 31, 2012; and such amounts shall be adjusted for new construction commenced and caliche purchased during the next five (5) year period commencing January 1, 2013, by the percentage increase in the Consumer Price Index – All Urban Consumers – U.S. All Items, 1982-1984 = 100 – CUUR0000SA0 (the "CPI"), as published by the U.S. Department of Labor for calendar year 2012 as compared to the CPI as published for calendar year 2008. In like manner, as of January 1, 2018 and each successive five (5) year anniversary thereafter, the amounts set forth above shall be adjusted by the percentage increase in the CPI over the preceding five (5) year period. For new construction and caliche purchased at the beginning of each such five (5) year period hereunder between January 1 and the date of publication of the CPI for the last year of the preceding five (5) year period ("interim period"), Grantee's payments during such interim period shall be equal to amounts due hereunder for the prior five (5) year period until publication of the CPI for such last year of the preceding five (5) year period, and upon such publication, any overpayment or underpayment made during the

interim period shall be paid by the overpaid party or paid to the underpaid party, as the case may be, within thirty (30) days following the date of such publication of the CPI for the last year of the preceding five (5) year period. The amount of the payments to be made hereunder shall not decrease, even if there is a decrease in the CPI.

If the CPI ceases to be published, the parties shall negotiate in good faith and endeavor to agree upon a replacement index within thirty (30) days of the referenced index ceasing to exist or be published. The parties shall choose a replacement index as closely comparable to the CPI as reasonably possible. Until a replacement index is agreed by the parties or the commencement of the next five (5) year period hereunder for which such replacement index is needed for the adjustment of such amounts due hereunder, whichever is the latter, the amounts due hereunder shall be equal to the last adjusted amounts due hereunder prior to the date the CPI ceased to exist or be published. If a replacement index is not agreed within ninety (90) days, either party shall have the right, by written notice to the other party, to terminate this Agreement as of the end of the five (5) year period during which the CPI ceased to exist or be published.

Nothing in this Section A shall be deemed or construed to apply to surface use incident to seismic acquisition operations by Grantee, if any.

B. Commencing with calendar year 2008 and payable on or before thirty (30) days after Grantee's receipt of this Agreement executed by Grantor, a ranch use fee of \$500.00 (Five Hundred Dollars) per calendar year per well, for each well that Grantee operates on the Subject Property (excluding all well(s) located on surface owned by the BLM or State of New Mexico) that is an active producing or injection well, or is a temporarily abandoned well, as of January 1 each year, and payable on or before January 31 of each year thereafter on an annual basis.

C. No ranch use fee shall be due for any well on the Subject Property that has been permanently plugged and abandoned.

D. Upon receipt of each one-time and annual payment as set forth above, Grantee shall execute a Payment Receipt describing the amount and purpose of such payment in the form of Exhibit "A" attached and made a part hereof.

E. This Surface Use Agreement and Payment Schedule shall not apply to any right of way, easement or surface lease, if any, for equipment, pipelines or other facilities if constructed on the Subject Property after December 31, 2007 by any subsidiary or affiliate of Grantee other than Burlington Resources Oil & Gas Company LP.

Commencing January 1, 2008, Grantee shall purchase from Grantor all caliche used in Grantee's construction and operations on Subject Property from existing pits on the Subject Property or from other mutually agreeable and reasonable sites on the Subject Property, for so long as Grantor can provide a quantity and quality of caliche which satisfies Grantee's specifications for Grantee's intended use.

Commencing January 1, 2008, not later than 180 days after completion of each new well, all plastic pit lining material will be removed from the drilling pit, and the pit used in the drilling of said new well will be leveled and reseeded with a BLM-recommended seed mixture for that particular type of soil. All drilling pits will be dug from the inside out, and will be fenced during drilling operations.

Not later than 180 days after completion of the permanent plugging and abandonment of a well after December 31, 2007, (i) all caliche will be removed from pad upon which such well was drilled and the portion of the roadway, if any, used to access only the permanently abandoned well location and not necessary or convenient for ingress or egress to Grantee's other on lease or off lease operations in the area, and (ii) the ground within such pad and removed roadway area will be broken, tilled, and reseeded with a BLM-recommended seed mixture for that particular type of soil.

In the event Grantee is the last producer using a roadway after December 31, 2007, Grantee will be responsible for reclaiming the surface occupied by such roadway (i.e., all caliche removed, ground broken, tilled, and reseeded with a BLM-recommended seed mixture for that particular type of soil),

when such roadway is no longer necessary or convenient for ingress or egress to Grantee's on lease or off lease operations in the area.

In the event Grantee wishes to reenter a well which has been permanently plugged and abandoned, the well location, if still in place, and any new roadway constructed to access the re-entry well location, will be treated as property of Grantor, and payment will be made per the above referenced payment schedule as if a new well was being drilled; provided however, a one-time, lump sum payment is due only for that portion of new entry roadway, if any, constructed to access the re-entry well location. Grantee's payment of the annual ranch use fees set forth above includes full compensation for the use of all then existing roadways needed to access the re-entry well location.

Grantor hereby releases Grantee, its predecessors, successors and assigns from any and all claims for compensation of any and all kinds whatsoever arising out of or as a result of any and all occupation and use of the surface estate of the Subject Property with respect to all electric lines, flow lines, pipelines, well locations, roadways and other sites occupied by Grantee and/or its predecessors, if any, including ingress and egress thereto and all caliche used in connection therewith, located on the Subject Property now or at any time prior to January 1, 2008, except to the extent of the annual ranch use fees attributable to active and temporarily abandoned wells which accrue hereafter pursuant to Section B of the Payment Schedule set forth above.

If any action in law or in equity, including any action for declaratory relief, is brought by either party to enforce or interpret the provisions of this Agreement, the prevailing party, shall be entitled to recover reasonable attorneys' fees and cost from the other party, if the other party is the non-prevailing party, which fees may be set by the court in the trial of the action or may be enforced in a separate action brought for that purpose. These fees and costs shall be in addition to any other relief which may be awarded.

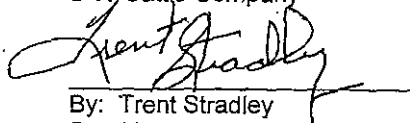
The parties shall execute, and Grantee shall have the right to record, in the public records of the county in which the Subject Property is located, a

Memorandum of Surface Use and Compensation Agreement in the form attached hereto as Exhibit "B".

This agreement shall be binding upon Grantor and Grantee, and their respective heirs, administrators, successors and assignees.

Dated and agreed to this 20 day of Aug. 2008, but made effective as of January 1, 2008.

S-W Cattle Company


By: Trent Stradley
President

ConocoPhillips Company



Michael J. Moore
Attorney-in-Fact

Exhibit A to Surface Use and Compensation Agreement

RECEIPT

S-W Cattle Company hereby acknowledges receipt of payment in the total amount of \$_____ as full compensation pursuant to the Section(s) indicated below of that certain Surface Use and Compensation Agreement effective January 1, 2008 for the following items:

[insert description of types of payments, as examples:

1. Annual ranch use fee per Section B for calendar year [insert applicable year]:
\$_____

2. One-time payment per Section A for flow line connecting Well No. xx to _____
Battery/Compressor Station, _____ rods along roadway and _____ rods across
pasture

3. Purchase of _____ cu. yds. of caliche]

Accepted and Agreed to this _____ day of _____, _____:

S-W Cattle Company

By: Trent Stradley
President

RECORDATION NOTICE AND
MEMORANDUM OF SURFACE USE AND COMPENSATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That, S-W Cattle Company whose address is P. O. Box 1800, Hobbs, New Mexico 88241, ("Grantor"), did enter into an unrecorded Surface Use and Compensation Agreement ("SUCA") effective January 1, 2008, which granted or confirmed certain rights to **ConocoPhillips Company**, the address of which is ConocoPhillips Company, Attention: Manager, RPA, P. O. Box 7500, Bartlesville, Oklahoma 74004-7500 ("Grantee"). The SUCA covers oil and gas operations on or with respect to:

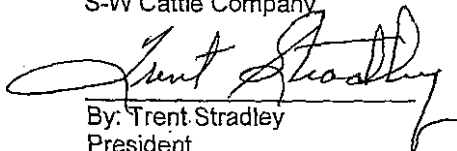
[INSERT LEGAL DESCRIPTION]

The SUCA is hereby referenced and incorporated herein to the same extent as if all its provisions were copied in full in this Notice/Memorandum. This Notice/Memorandum and the SUCA memorialized by it shall be binding on and inure to the benefit of Grantor and Grantee, their respective heirs, administrators, successors and assigns.

IN WITNESS WHEREOF, this Recordation Notice and Memorandum of Surface Use and Compensation Agreement has been executed on the date(s) indicated below by the undersigned.

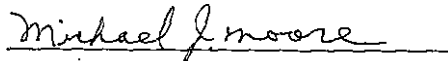
GRANTOR

S-W Cattle Company


By: Trent Stradley
President

GRANTEE

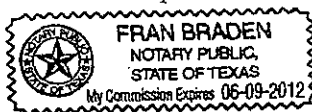
CONOCOPHILLIPS COMPANY


By: Michael J. Moore
Title: Attorney-in-Fact

STATE OF Texas §
COUNTY OF Houston §

This instrument was acknowledged before me this 5th day of September
2008, by Michael J. Mass, Attorney-in-Fact of CONOCOPHILLIPS
COMPANY, on behalf of said corporation.

My Commission Expires:



Fran Braden
Notary Public

STATE OF NEW MEXICO §
COUNTY OF Lea §

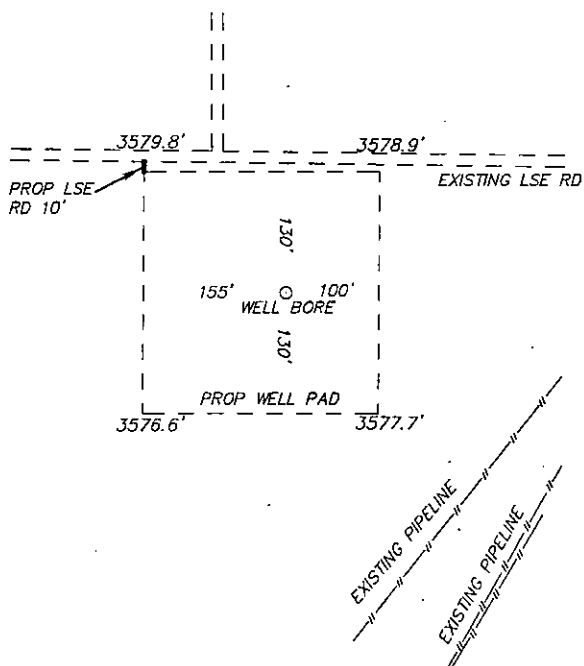
This instrument was acknowledged before me this 20th day of August
2008, by Trent Stradley, President of S-W Cattle Company, on behalf of said corporation.

My Commission Expires:

1-25-2012

Monica Gaudel
Notary Public

SECTION 10, TOWNSHIP 20 SOUTH, RANGE 37 EAST, N.M.P.M.,
LEA COUNTY, WELL PAD VACINITY NEW MEXICO.



CONOCO PHILLIPS
BRITT B #54
ELEV. - 3578'

Lat - N 32°34'53.68"
Long - W 103°14'11.87"
NMSPCE- N 577049.621
E 879147.644
(NAD-83)
Lat - N 32°49'53.24"
Long - W 103°14'10.15"
NMSPCE- N 576988.036
E 837964.888
(NAD-27)



200 0 200 400 FEET
SCALE: 1" = 200'

Directions to Location:

FROM THE JUNCTION OF STATE 8 AND BILLY WALKER
GO EAST 2.7 MILES TO LEASE ROAD, ON LEASE
ROAD GO SOUTH 0.7 MILES THENCE SOUTHWEST 0.2
MILES TURNING SOUTHEAST 0.3 MILES TO PROPOSED
LOCATION.

BASIN SURVEYS P.O. BOX 1786-HOBBS, NEW MEXICO

W.O. Number: 25434 Drawn By: J. SMALL

Date: 11-21-2011 Disk: JMS 25434 REVISED 10-14-13

ConocoPhillips

REF: BRITT B #54 / WELL PAD VACINITY

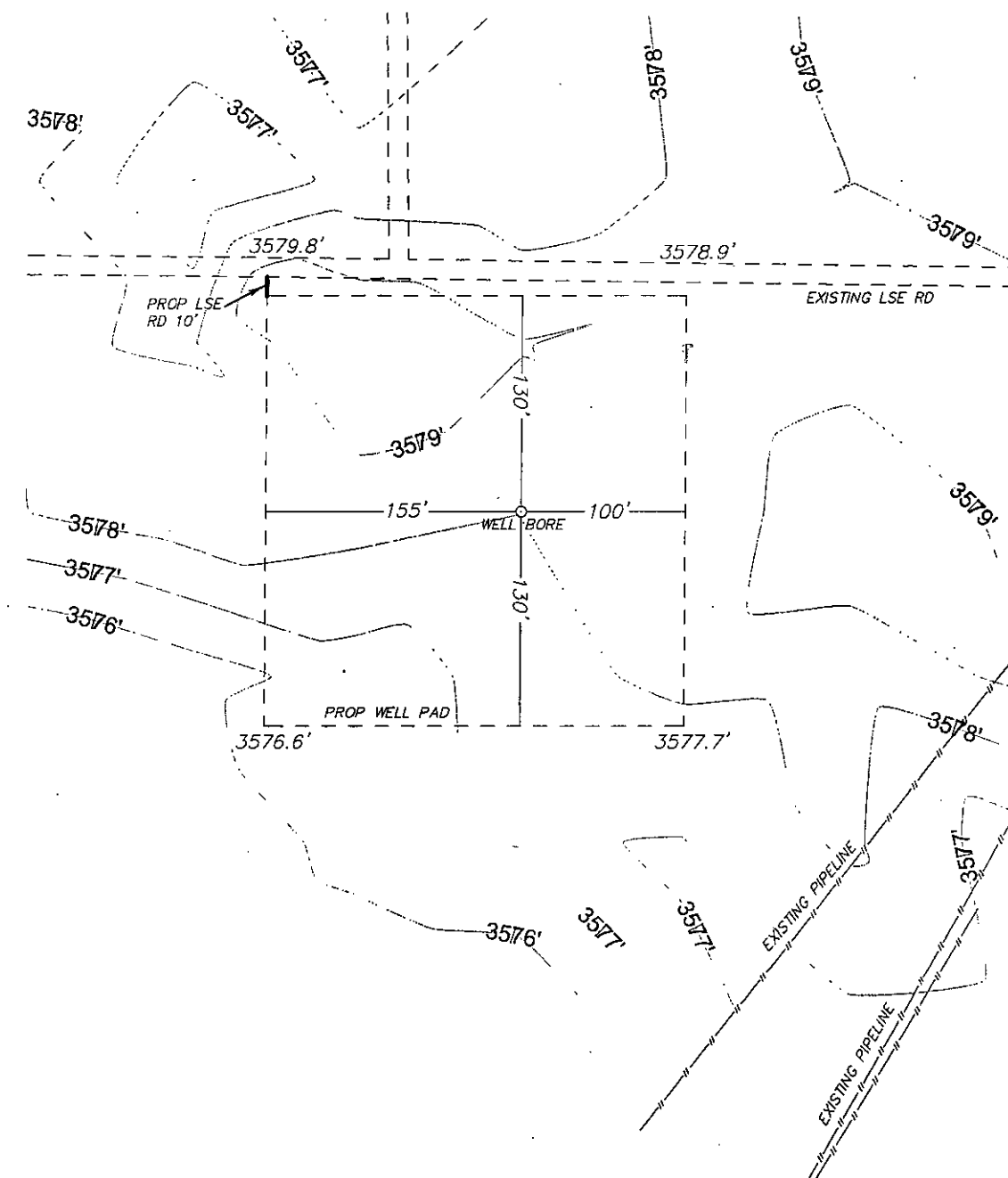
THE BRITT B #54 LOCATED 445'

FROM THE SOUTH LINE AND 1805' FROM THE EAST LINE OF
SECTION 10, TOWNSHIP 20 SOUTH, RANGE 37 EAST,
N.M.P.M., LEA COUNTY, NEW MEXICO.

Survey Date: 11-03-2011 Sheet 2 of 10 Sheets

SECTION 10, TOWNSHIP 20 SOUTH, RANGE 37 EAST, N.M.P.M.,
LEA COUNTY, NEW MEXICO.

WELL PAD
DETAIL



100 0 100 200 FEET

SCALE: 1" = 100'

BASIN SURVEYS P.O. BOX 1786-HOBBS, NEW MEXICO

W.O. Number: 25434 Drawn By: J. SMALL

Date: 11-21-2011 Disk: JMS 25434

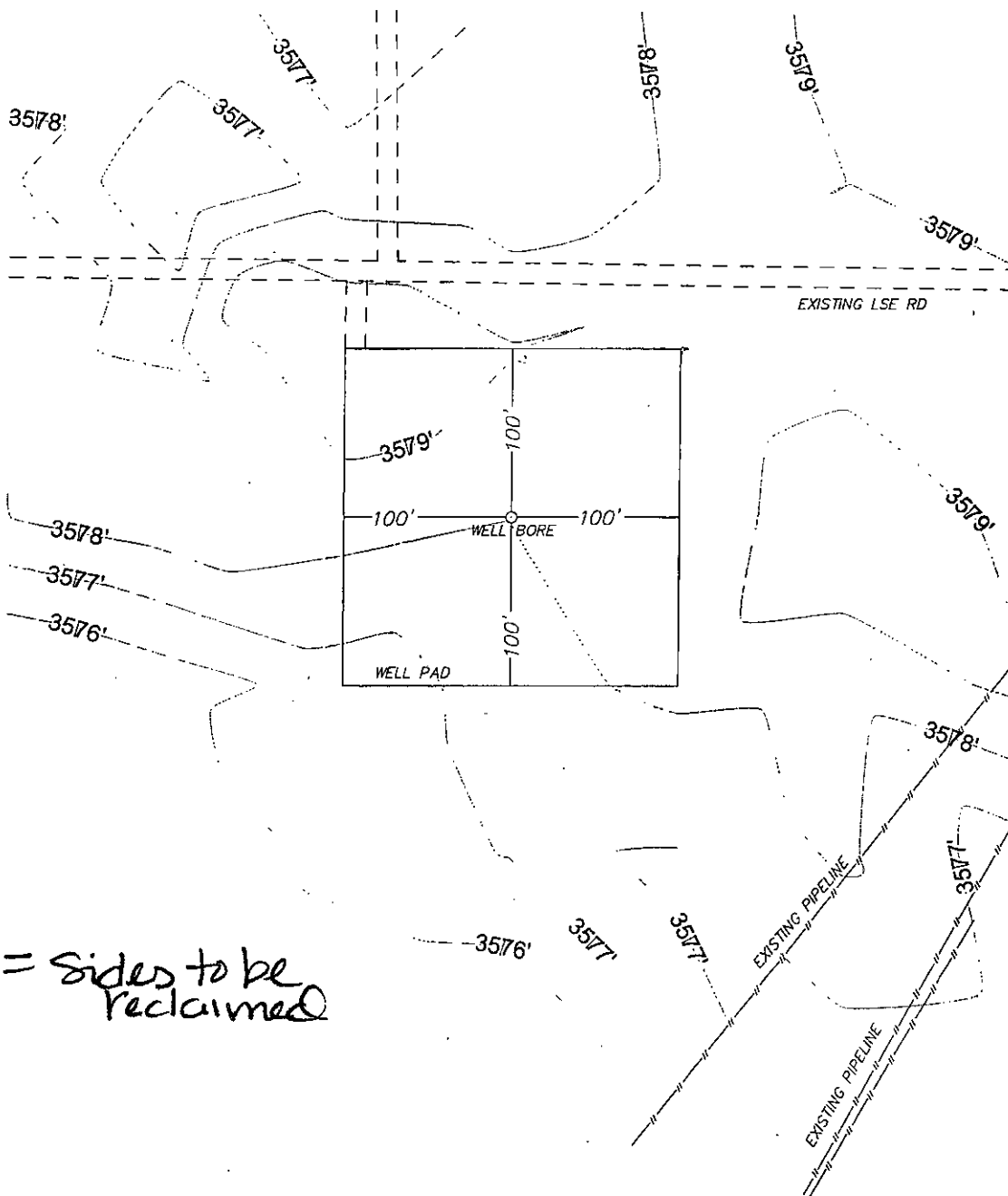
ConocoPhillips

REF: BRITT B #54 / WELL PAD DETAIL

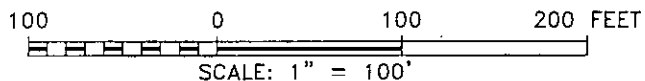
THE BRITT B #54 LOCATED 445'
FROM THE SOUTH LINE AND 1805' FROM THE EAST LINE OF
SECTION 10, TOWNSHIP 20 SOUTH, RANGE 37 EAST,
N.M.P.M., LEA COUNTY, NEW MEXICO.

Survey Date: 11-03-2011 Sheet 3 of 10 Sheets

SECTION 10, TOWNSHIP 20 SOUTH, RANGE 37 EAST, N.M.P.M.,
LEA COUNTY, INTERIM RECLAMATION, NEW MEXICO.



= sides to be reclaimed



BASIN SURVEYS P.O. BOX 1786-HOBBS, NEW MEXICO

W.O. Number: 25434 Drawn By: J. SMALL

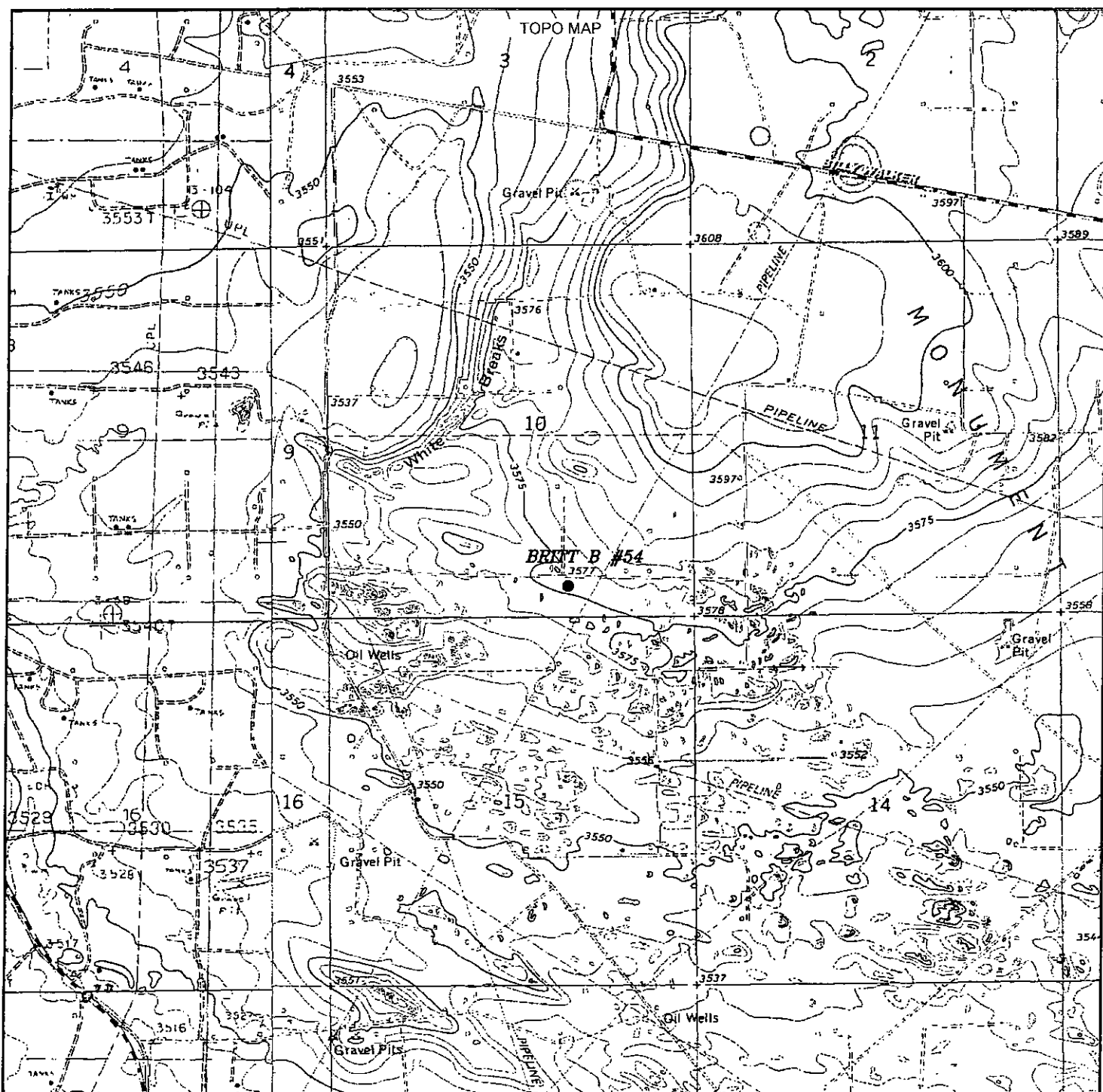
Date: 11-21-2011 Disk: JMS 25434

ConocoPhillips

REF: BRITT B #54 / INTERIM RECLAMATION

THE BRITT B #54 LOCATED 445'
FROM THE SOUTH LINE AND 1805' FROM THE EAST LINE OF
SECTION 10, TOWNSHIP 20 SOUTH, RANGE 37 EAST,
N.M.P.M., LEA COUNTY, NEW MEXICO.

Survey Date: 11-03-2011 Sheet 4 of 10 Sheets



BRITT B #54
 Located 445' FSL and 1805' FEL
 Section 10, Township 20 South, Range 37 East,
 N.M.P.M., Lea County, New Mexico.

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 in the oilfield

P.O. Box 1786
 1120 N. West County Rd.
 Hobbs, New Mexico 88241
 (575) 393-7316 - Office
 (575) 392-2206 - Fax
 basinsurveys.com

W.O. Number: JMS 25434

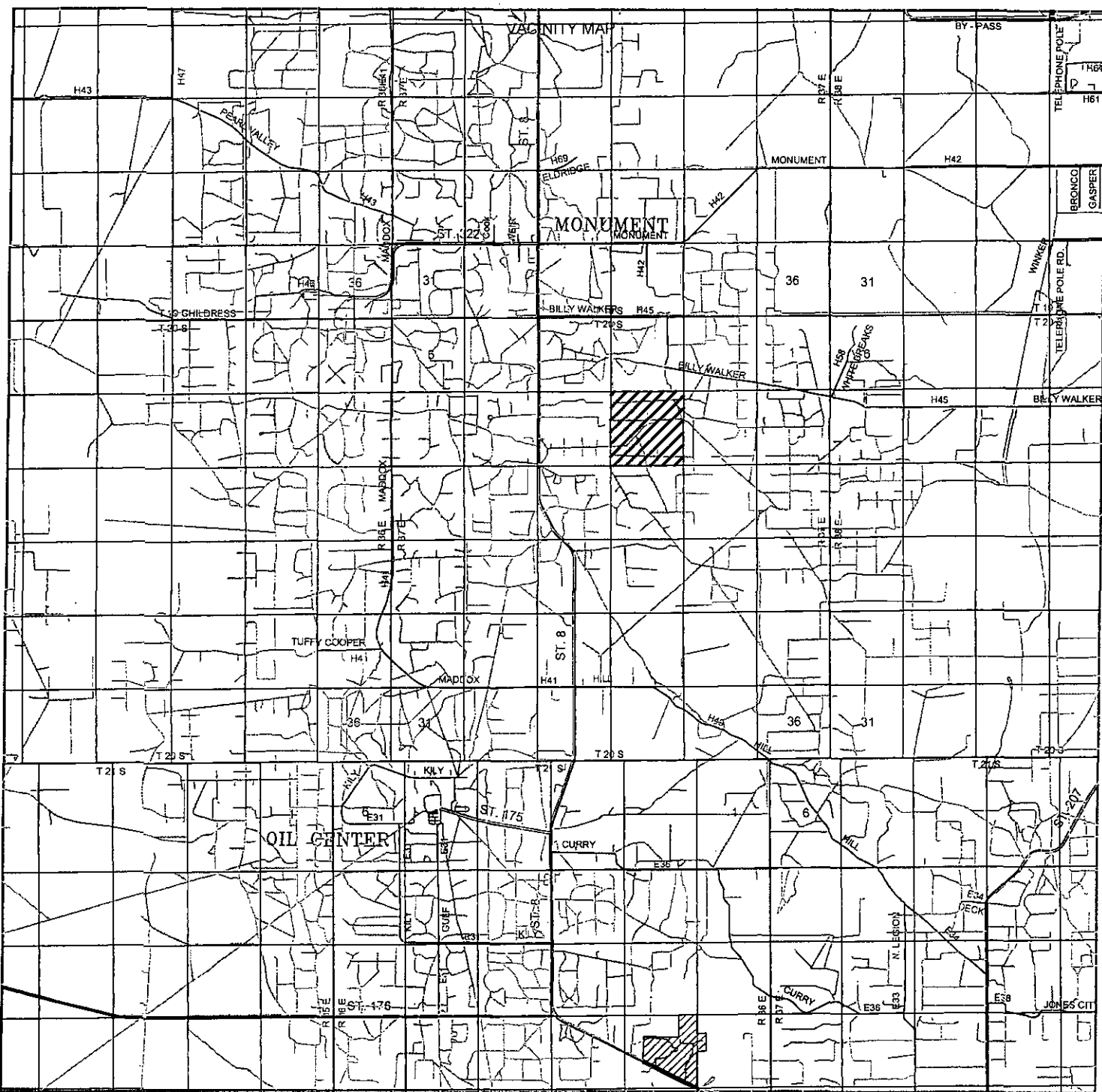
Survey Date: 11-03-2011

Scale: 1" = 2000'

Date: 11-21-2011

ConocoPhillips

Sheet 5 of 10 Sheets



BRITT B #54

Located 445' FSL and 1805' FEL

Section 10, Township 20 South, Range 37 East,
N.M.P.M., Lea County, New Mexico.

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Hobbs, New Mexico 88241
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(575) 392-2206 - Fax
basinsurveys.com

W.O. Number: JMS 25434

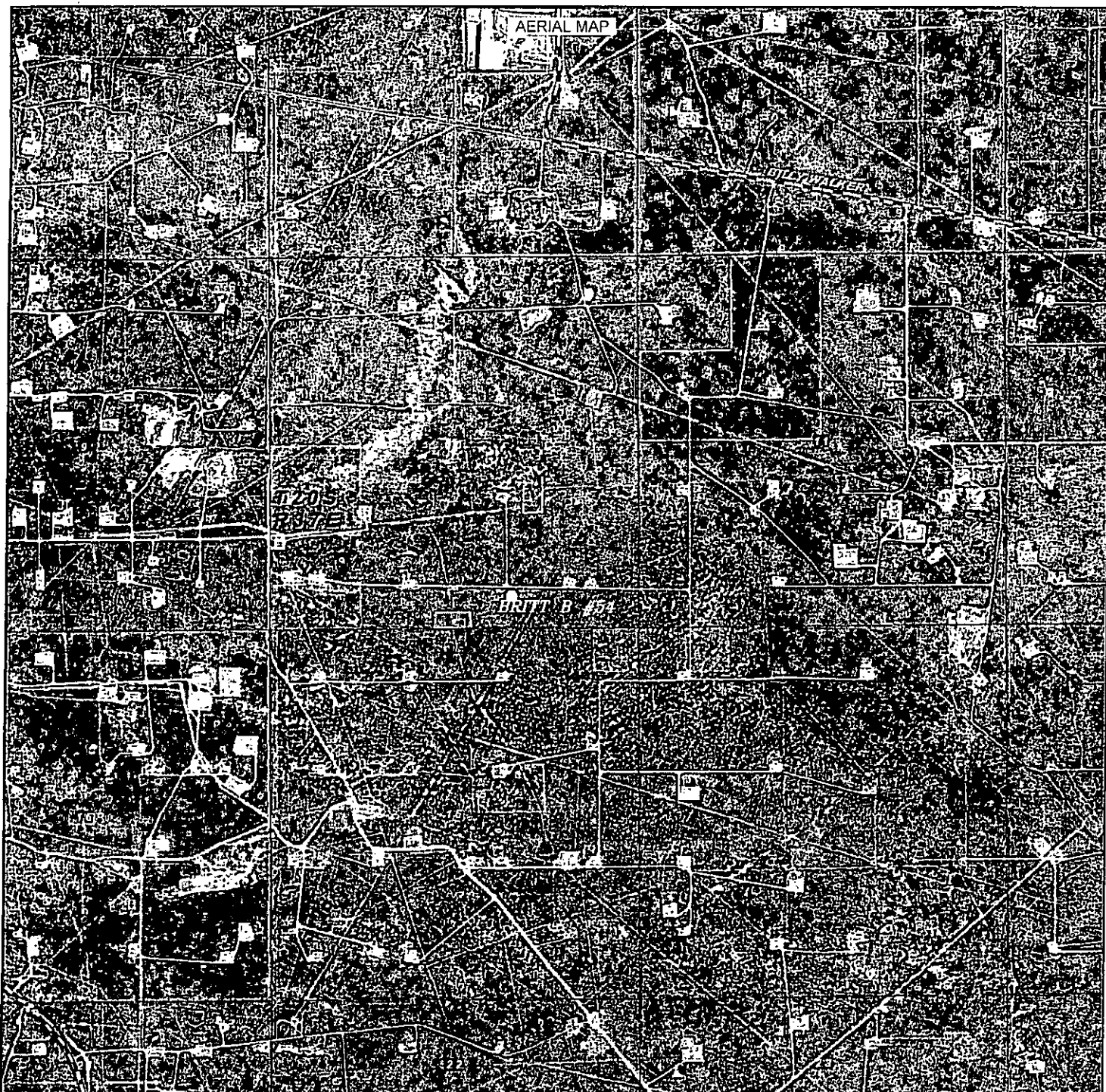
Survey Date: 11-03-2011

Scale: 1" = 2 Miles

Date: 11-21-2011

ConocoPhillips

Sheet 6 of 10 Sheets



BRITT B #54
 Located 445' FSL and 1805' FEL
 Section 10, Township 20 South, Range 37 East,
 N.M.P.M., Lea County, New Mexico.

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W.O. Number: JMS 25434

Scale: 1" = 2000'

YELLOW TINT - USA LAND
 BLUE TINT - STATE LAND
 NATURAL COLOR - FEE LAND


ConocoPhillips

Sheet 7 of 10 Sheets

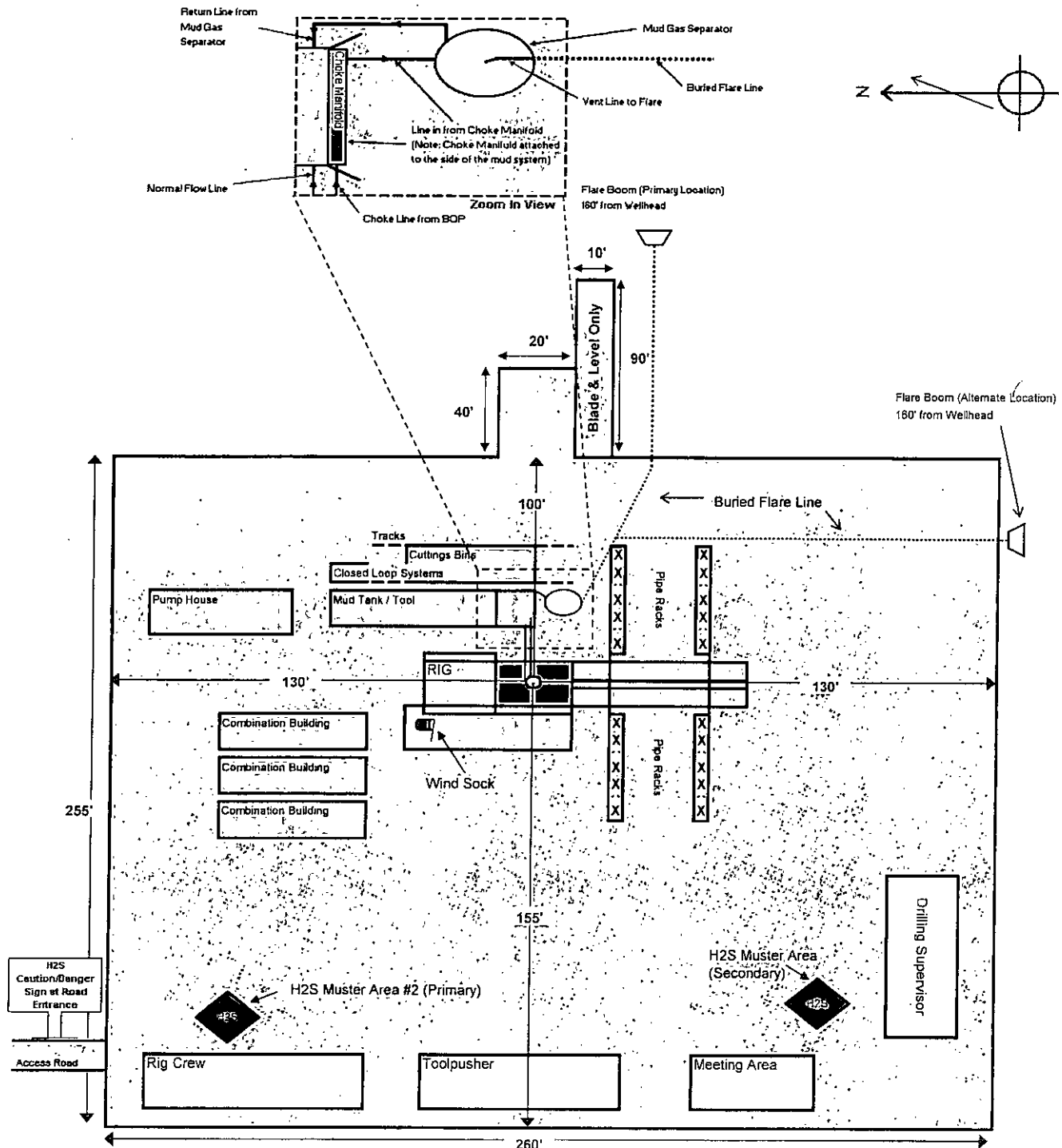
ConocoPhillips

Location Schematic and Rig Layout for Closed Loop System

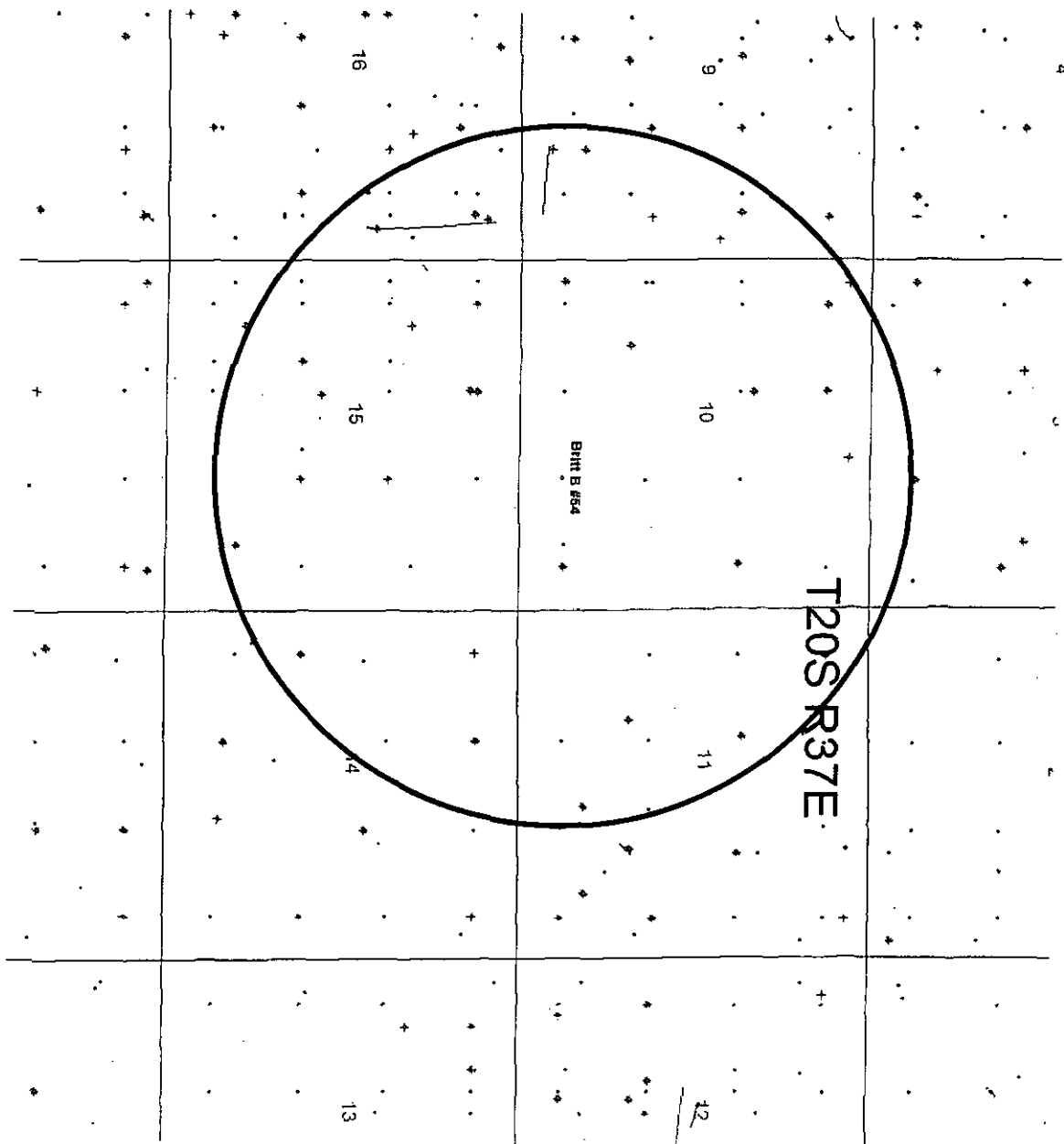
(PICTURE NOT TO SCALE)

Drawn by:
James Chen
Drilling Engineer, ConocoPhillips Company
Date: 12-November-2012 (updated March 2013)

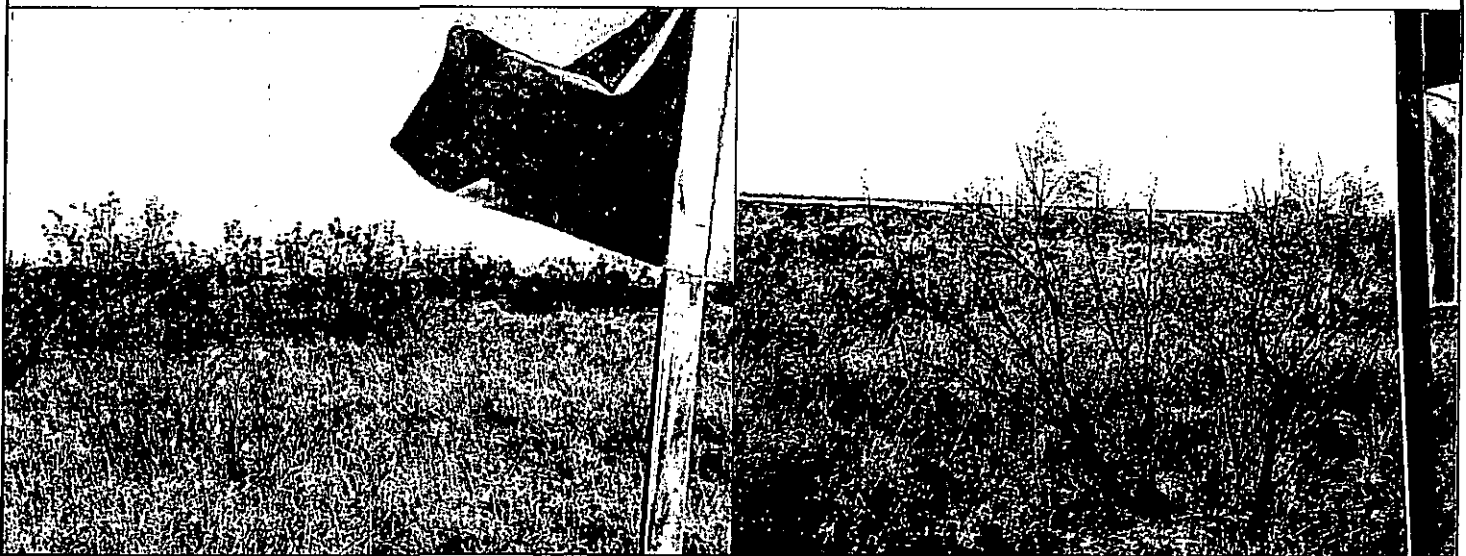
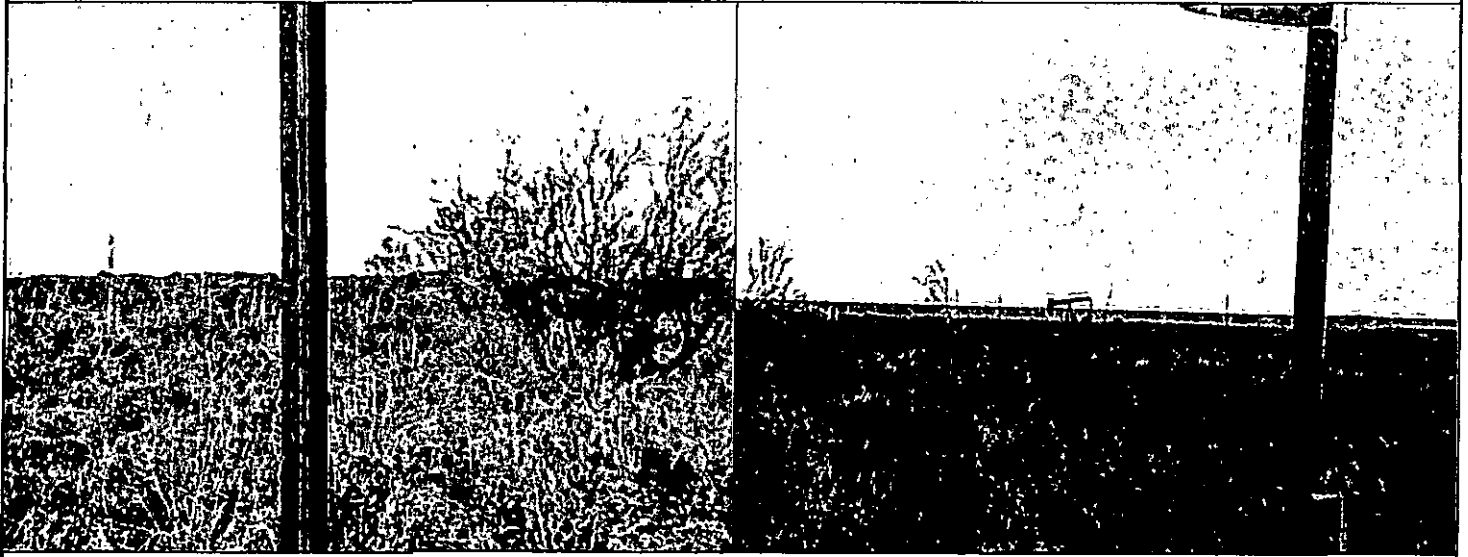
NOTE: There are two muster areas depending on the prevailing wind direction, generally south in this area. The muster area that is furthest upwind/crosswind will be the designated area for briefing and assessing the situation. In the event a full evacuation is deemed necessary, all personnel will exit the location via the access road. If the main access road is blocked off, they will exit via a secondary road (if available) or walk off route in the upwind/crosswind direction.



One Mile Radius- Britt B 54



RECLAMATION
PHOTOS



BRITT B #54
Located 445' FSL and 1805' FEL
Section 10, Township 20 South, Range 37 East,
N.M.P.M., Lea County, New Mexico.

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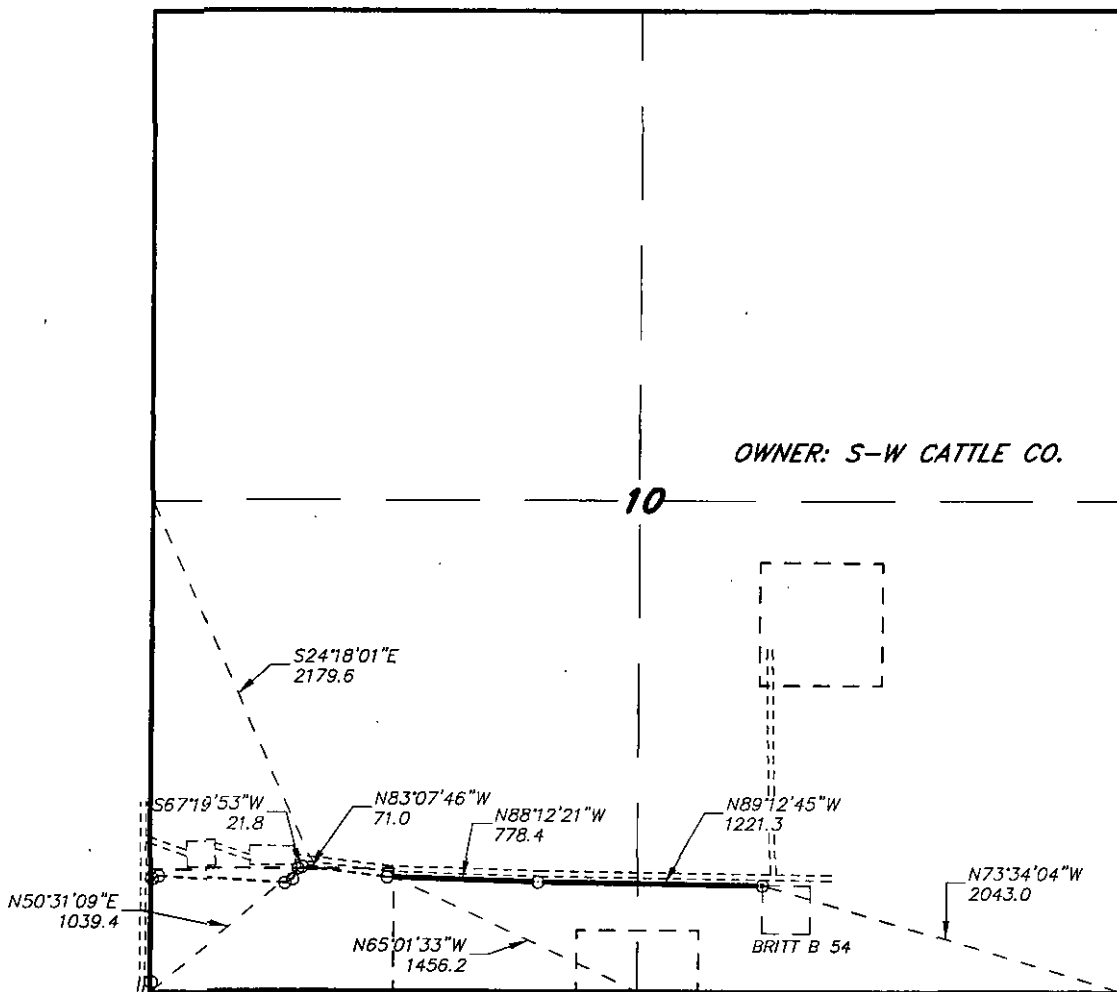
Scale: NONE

Date: 11-21-2011

ConocoPhillips

Sheet 10 of 10 Sheets

SECTION 10, TOWNSHIP 20 SOUTH, RANGE 37 EAST, N.M.P.M.,
LEA COUNTY, NEW MEXICO.

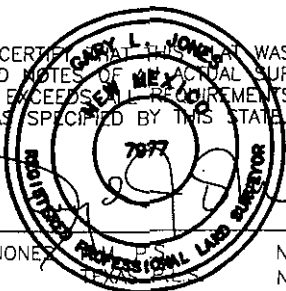


LEGAL DESCRIPTION

A STRIP OF LAND 30.0 FEET WIDE, LOCATED IN SECTION 10, TOWNSHIP 20 SOUTH, RANGE 37 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO AND BEING 15.0 FEET LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY.

BEGINNING AT A POINT WHICH LIES N.73°34'04"W., 2043.0 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE N.89°12'45"W., 1221.3 FEET; THENCE N.88°12'21"W., 778.4 FEET TO A POINT ON THE WEST PROPERTY LINE WHICH LIES N.65°01'33"W., 1456.2 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE BEGINNING AGAIN AT A POINT WHICH LIES S.24°18'01"E. 2179.6 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 10; THENCE N.83°07'46"W., 71.0 FEET; THENCE S.67°19'53"W., 21.8 FEET TO A POINT ON THE SOUTH PROPERTY LINE WHICH LIES N.50°31'09"E., 1039.4 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 10. SAID STRIP OF LAND BEING 2092.5 FEET OR 126.82 RODS IN LENGTH.

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY AND MEETS OR EXCEEDS THE REQUIREMENTS FOR LAND SURVEYS AS SPECIFIED BY THIS STATE.



GARY L. JONES

No. 7977
No. 5074

1000 0 1000 2000 FEET



ConocoPhillips

REF: PROPOSED FLOWLINE FOR THE BRITT B 54

A FLOW LINE CROSSING FEE LAND IN
SECTION 10, TOWNSHIP 20 SOUTH, RANGE 37 EAST,
N.M.P.M., LEA COUNTY, NEW MEXICO.

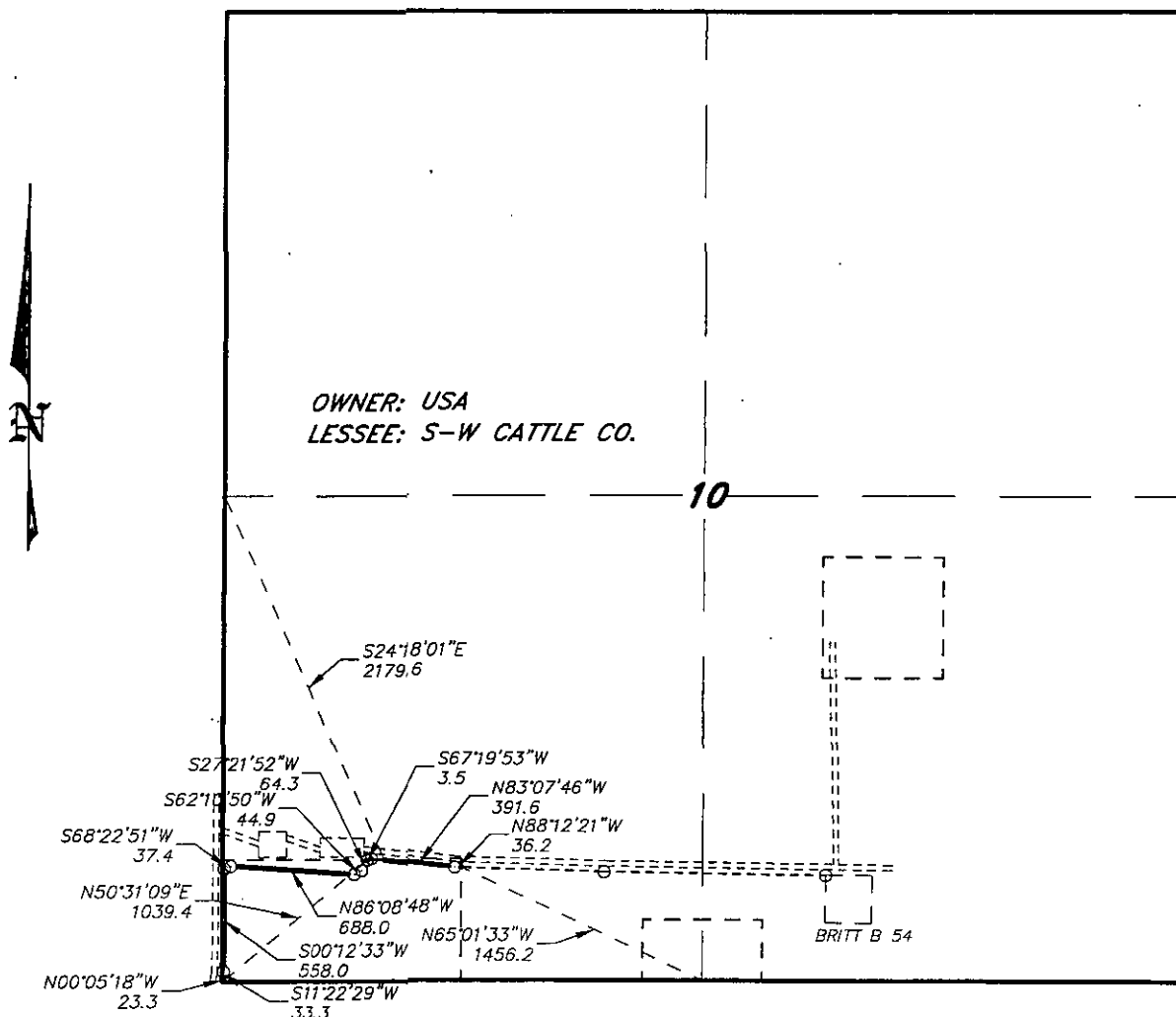
BASIN SURVEYS P.O. BOX 1786-HOBBS, NEW MEXICO

W.O. Number: 25434-29041 Drawn By: J. M. SMALL

Date: 08-13-2013 Disk: JMS 25434-29041

Survey Date: 08-19-2013 Sheet 1 of 5 Sheets

SECTION 10, TOWNSHIP 20 SOUTH, RANGE 37 EAST, N.M.P.M.,
LEA COUNTY, NEW MEXICO.

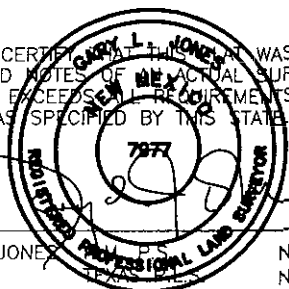


LEGAL DESCRIPTION

A STRIP OF LAND 30.0 FEET WIDE, LOCATED IN SECTION 10, TOWNSHIP 20 SOUTH, RANGE 37 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO AND BEING 15.0 FEET LEFT AND RIGHT OF THE ABOVE PLATTED CENTERLINE SURVEY.

SECTION 10 = 1857.2 FEET = 112.56 RODS = 0.35 MILES = 1.28 ACRES

I HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY AND MEETS OR EXCEEDS THE REQUIREMENTS FOR LAND SURVEYS AS SPECIFIED BY THIS STATE.



GARY L. JONES

No. 7977
No. 5074

BASIN SURVEYS P.O. BOX 1786 - HOBBS, NEW MEXICO

W.O. Number: 25434-29041 Drawn By: J. M. SMALL

Date: 08-13-2013 Disk: JMS 25434-29041

1000 0 1000 2000 FEET

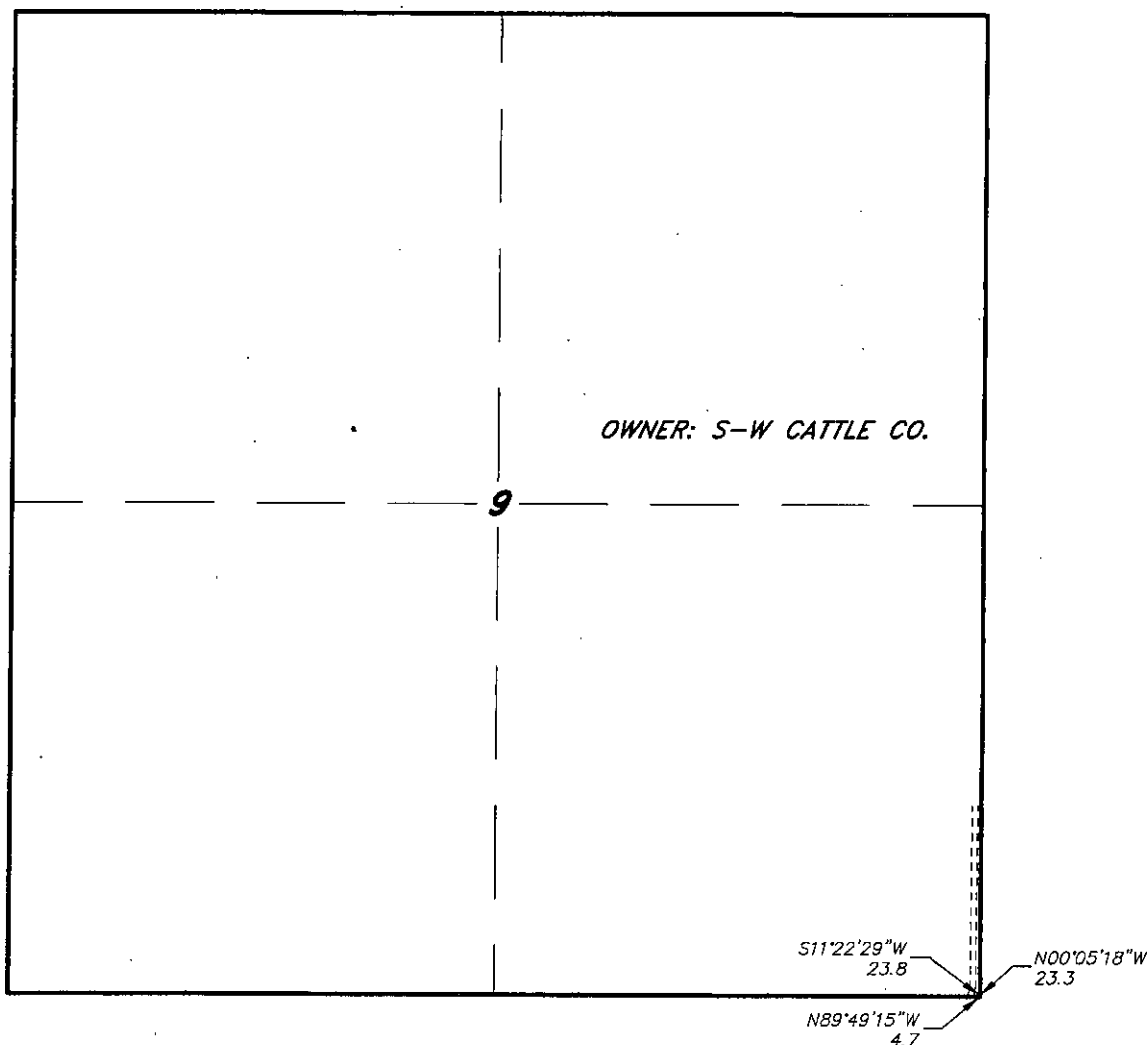
ConocoPhillips

REF: PROPOSED FLOWLINE FOR THE BRITT B 54

A FLOW LINE CROSSING USA LAND IN.
SECTION 10, TOWNSHIP 20 SOUTH, RANGE 37 EAST,
N.M.P.M., LEA COUNTY, NEW MEXICO.

Survey Date: 08-19-2013 Sheet 2 of 5 Sheets

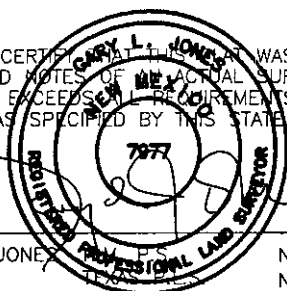
SECTION 9, TOWNSHIP 20 SOUTH, RANGE 37 EAST, N.M.P.M.,
LEA COUNTY, NEW MEXICO.



LEGAL DESCRIPTION

A STRIP OF LAND 30.0 FEET WIDE, LOCATED IN SECTION 9, TOWNSHIP 20 SOUTH, RANGE 37 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO AND BEING 15.0 FEET LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY. BEGINNING AT A POINT WHICH LIES N.00°05'18"W, 23.3 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE S.11°22'29"W, 23.8 FEET TO A POINT ON THE SOUTH SECTION LINE WHICH LIES N.89°49'15"W, 4.7 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 9. SAID STRIP OF LAND BEING 23.8 FEET OR 1.44 RODS IN LENGTH.

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY AND MEETS OR EXCEEDS THE REQUIREMENTS FOR LAND SURVEYS AS SPECIFIED BY THIS STATE.



GARY L. JONES

No. 7977
No. 5074

BASIN SURVEYS P.O. BOX 1786-HOBBS, NEW MEXICO

W.O. Number: 25434-29041 Drawn By: J. M. SMALL

Date: 08-13-2013 Disk: JMS 25434-29041

1000 0 1000 2000 FEET



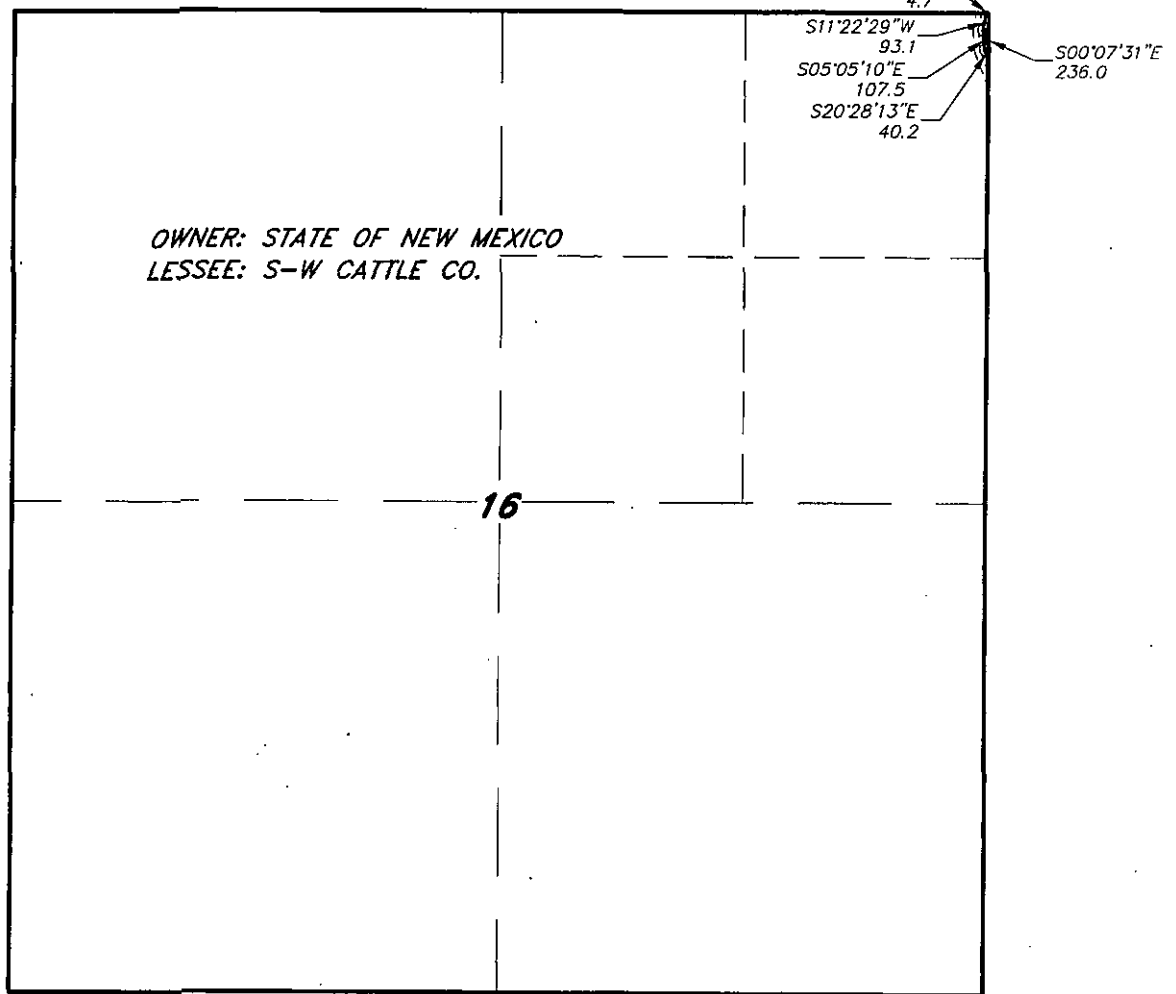
ConocoPhillips

REF: PROPOSED FLOWLINE FOR THE BRITT B 54

A FLOW LINE CROSSING USA LAND IN
SECTION 9, TOWNSHIP 20 SOUTH, RANGE 37 EAST,
N.M.P.M., LEA COUNTY, NEW MEXICO.

Survey Date: 08-19-2013 Sheet 3 of 5 Sheets

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 37 EAST, N.M.P.M.,
LEA COUNTY, NEW MEXICO.



OWNER: STATE OF NEW MEXICO
LESSEE: S-W CATTLE CO.

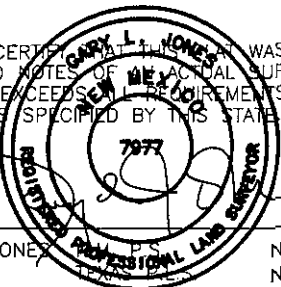
16

LEGAL DESCRIPTION

A STRIP OF LAND 30.0 FEET WIDE, LOCATED IN SECTION 16, TOWNSHIP 20 SOUTH, RANGE 37 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO AND BEING 15.0 FEET LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY. BEGINNING AT A POINT WHICH LIES N.89°49'15\"W., 4.7 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 16; THENCE S.11°22'29\"W., 93.1 FEET; THENCE S.05°05'10\"E., 107.5 FEET; THENCE S.20°28'13\"E. 40.2 FEET TO A POINT ON THE EAST SECTION LINE WHICH LIES S.00°07'31\"E., 236.0 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 16. SAID STRIP OF LAND BEING 240.8 FEET OR 14.59 RODS IN LENGTH AND CONTAINING 0.17 ACRES, MORE OR LESS, AND BEING ALLOCATED BY FORTIES AS FOLLOWS:

NE/4 NE/4 = 14.59 RODS = 0.17 ACRES

I HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY AND MEETS OR EXCEEDS ALL REQUIREMENTS FOR LAND SURVEYS AS SPECIFIED BY THIS STATE.



GARY L. JONES

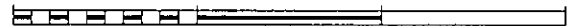
No. 7977
No. 5074

BASIN SURVEYS P.O. BOX 1786 - HOBBS, NEW MEXICO

W.O. Number: 25434-29041 Drawn By: J. M. SMALL

Date: 08-13-2013 Disk: JMS 25434-29041

1000 0 1000 2000 FEET



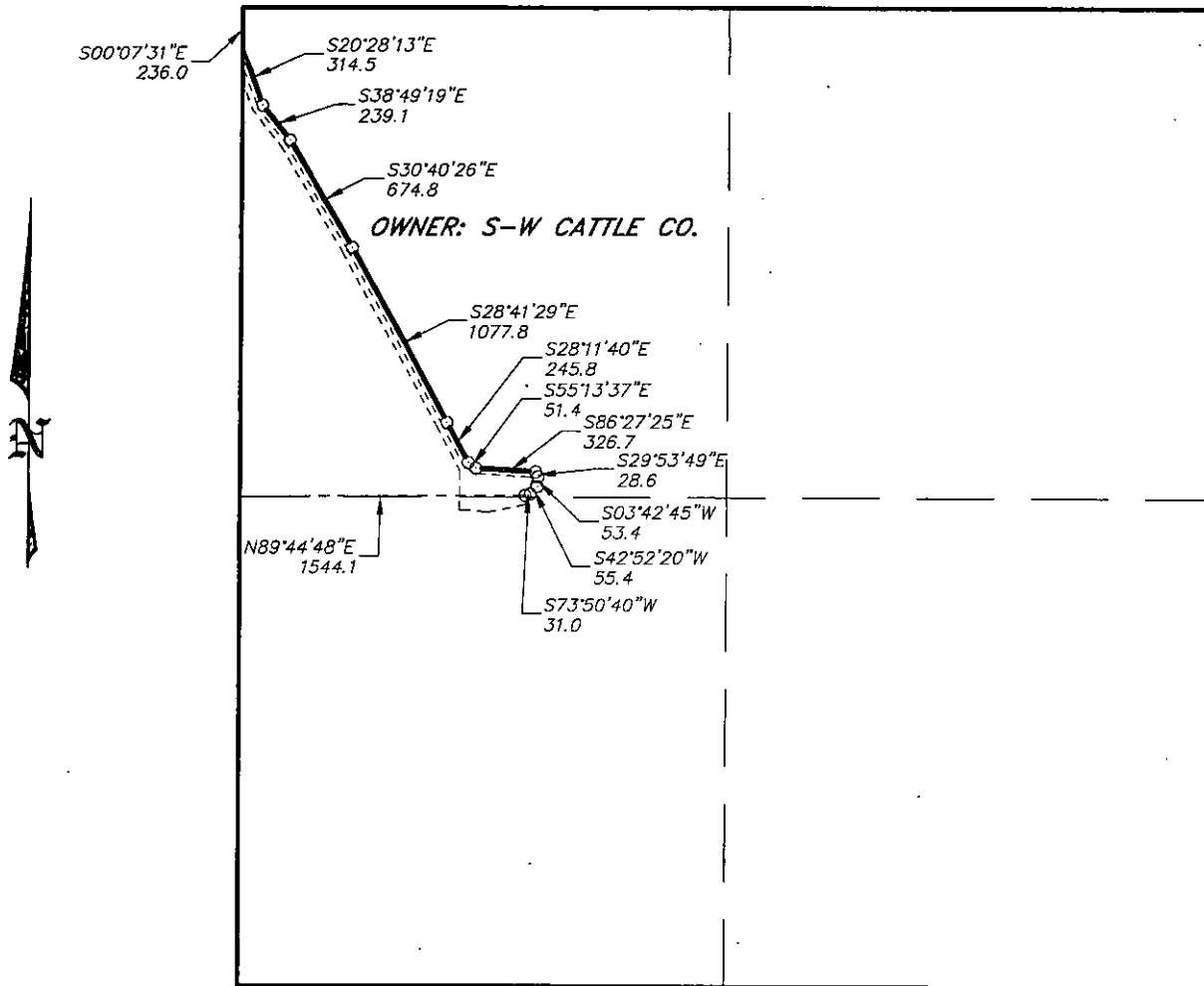
ConocoPhillips

REF: PROPOSED FLOWLINE FOR THE BRITT B 54

A FLOW LINE CROSSING STATE LAND IN
SECTION 9, TOWNSHIP 20 SOUTH, RANGE 37 EAST,
N.M.P.M., LEA COUNTY, NEW MEXICO.

Survey Date: 08-19-2013 Sheet 4 of 5 Sheets

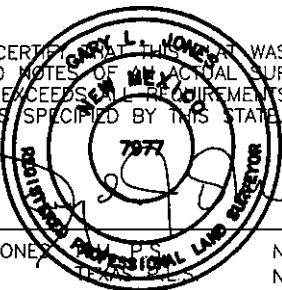
SECTION 15, TOWNSHIP 20 SOUTH, RANGE 37 EAST, N.M.P.M.,
LEA COUNTY, NEW MEXICO.



LEGAL DESCRIPTION

A STRIP OF LAND 30.0 FEET WIDE, LOCATED IN SECTION 15, TOWNSHIP 20 SOUTH, RANGE 37 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO AND BEING 15.0 FEET LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY. BEGINNING AT A POINT WHICH LIES S.00°07'31"E., 236.0 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 15; THENCE S.20°28'13"E., 314.5 FEET; THENCE S.38°49'19"E., 239.1 FEET; THENCE S.30°40'26"E., 674.8 FEET; THENCE S.28°41'29"E., 1077.8 FEET; THENCE S.28°11'40"E., 245.8 FEET; THENCE S.55°13'37"E., 51.4 FEET; THENCE S.86°27'25"E., 326.7 FEET; THENCE S.29°53'49"E., 28.6 FEET; THENCE S.03°42'45"W., 53.4 FEET; THENCE S.42°52'20"W., 55.4 FEET; THENCE S.73°50'40"W., 31.0 FEET TO THE END OF THIS LINE WHICH LIES N.89°44'48"E., 1544.1 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15. SAID STRIP OF LAND BEING 3098.5 FEET OR 187.79 RODS IN LENGTH.

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY AND MEETS OR EXCEEDS THE REQUIREMENTS FOR LAND SURVEYS AS SPECIFIED BY THIS STATE.



GARY L. JONES, P.S. No. 7977
No. 5074

Basin Surveys P.O. BOX 1786-HOBBS, NEW MEXICO

W.O. Number: 25434-29041 Drawn By: J. M. SMALL

Date: 08-13-2013 Disk: JMS 25434-29041

1000 0 1000 2000 FEET



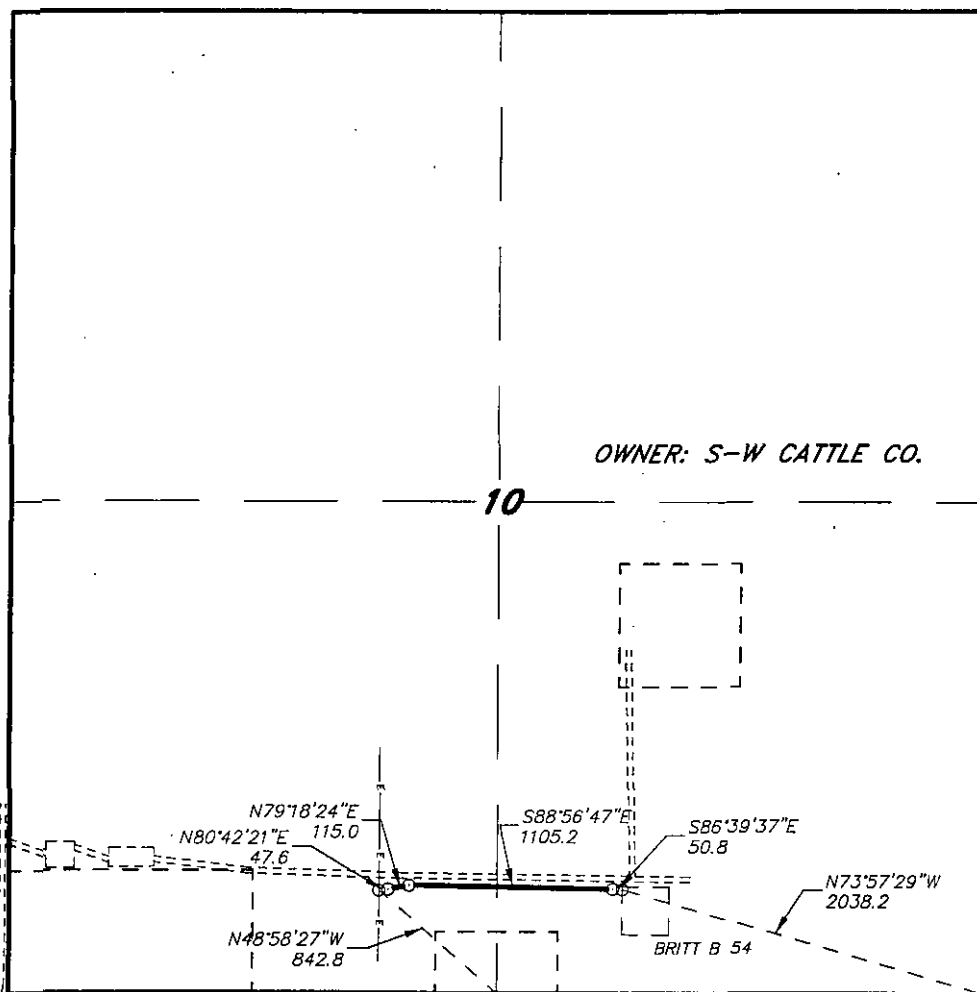
ConocoPhillips

REF: PROPOSED FLOWLINE FOR THE BRITT B 54

A FLOW LINE CROSSING FEE LAND IN
SECTION 15, TOWNSHIP 20 SOUTH, RANGE 37 EAST,
N.M.P.M., LEA COUNTY, NEW MEXICO.

Survey Date: 08-19-2013 Sheet 5 of 5 Sheets

SECTION 10, TOWNSHIP 20 SOUTH, RANGE 37 EAST, N.M.P.M.,
LEA COUNTY, NEW MEXICO.

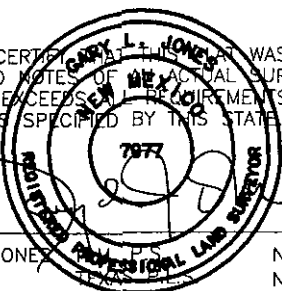


LEGAL DESCRIPTION

A STRIP OF LAND 30.0 FEET WIDE, LOCATED IN SECTION 10, TOWNSHIP 20 SOUTH, RANGE 37 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO AND BEING 15.0 FEET LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY.

BEGINNING AT A POINT WHICH LIES N.48°58'27"W 842.8 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE N.80°42'21"E, 47.6 FEET; THENCE N.79°18'24"E, 115.0 FEET; THENCE S.88°56'47"E, 1105.2 FEET; THENCE S.86°39'37"E, 50.8 FEET TO THE END OF THIS LINE WHICH LIES N.73°57'29"W, 2038.2 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 10. SAID STRIP OF LAND BEING 1318.6 FEET OR 79.91 RODS IN LENGTH.

I HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY AND MEETS OR EXCEEDS THE REQUIREMENTS FOR LAND SURVEYS AS SPECIFIED BY THIS STATE.



GARY L. JONES

No. 7977
No. 5074

BASIN SURVEYS P.O. BOX 1786-HOBBS, NEW MEXICO

W.O. Number: 25434-29041 Drawn By: J. M. SMALL

Date: Disk: JMS 25434-29041

1000 0 1000 2000 FEET



ConocoPhillips

REF: PROPOSED ELECTRIC LINE FOR THE BRITT B 54

AN ELECTRIC LINE CROSSING FEE LAND IN
SECTION 10, TOWNSHIP 20 SOUTH, RANGE 37 EAST,
N.M.P.M., LEA COUNTY, NEW MEXICO.

Survey Date: 08-19-2013 Sheet 1 of * Sheets