

BOPCO, L.P.
201 MAIN ST.
FORT WORTH, TEXAS 76102-3131
817/390-8400

May 26, 2016

FEDERAL EXPRESS

30-015-40156

RECEIVED 000

2016 MAY 31 A 10:22

Bureau of Land Management
Carlsbad District Office
620 E. Green St.
Carlsbad, New Mexico 88220
Attn: Mr. Wesley Ingram

New Mexico State Land Office
Commissioner of Public Lands
310 Old Santa Fe Trail
Santa Fe, New Mexico 87501
Attention: Mr. Pete Martinez

New Mexico Oil Conservation Division
1220 St. Francis
Santa Fe, New Mexico 87505
Attention: Mr. William Jones

Re: Communitization Agreement
PLU CVX JV BS #012H Well
W/2E/2 of Sec. 34-T24S-30E
Eddy County, New Mexico

Gentlemen:

Please find attached herewith one (1) original Communitization Agreement for the PLU CVX JV BS #012H Well located in the W/2E/2 of Sec. 34-T24S-30E, Eddy County, New Mexico. Upon your approval, please return a copy to the undersigned at your earliest convenience.

Should you have any questions or comments in regards to the attached Communitization Agreement, please do not hesitate to contact the undersigned at 817-390-8669.

Very truly yours,



R. Travis Mears

Federal/Federal

COMMUNITIZATION AGREEMENT

Contract No. _____

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto".

WITNESSETH:

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

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

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

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

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

E/2 W/2 Sec 19, T24S-R31E, NMPM, Eddy County, New Mexico

containing 160.0 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the crude oil and associated natural gas, hereinafter referred to as "communitized substances", producible from such formations.

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

All proceeds, 8/8ths, attributed to unleased Federal, State or fee land included within the communitized area

are to be placed in an interest earning escrow or trust account by the designated operator until the land is leased or ownership is established.

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

and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is October 1st, 2015 and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earliest upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior or by his duly authorized representative, and shall remain in force and effect as to the Bone Spring formation for a period of two (2) years and for as long thereafter as communitized substances are, or can be, produced in paying quantities from communitized formations or formation. Provided that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may terminate at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of non-production. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occurs in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination: In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

CTV O&G NM, L.L.C.
SRBI O&G NM, L.L.C.
LMBI O&G NM, L.L.C.
THRU LINE O&G NM, L.L.C.
KEYSTONE O&G NM, L.L.C.

By: W. Frank McCreight
W. Frank McCreight
Vice President of all above
corporations *am*

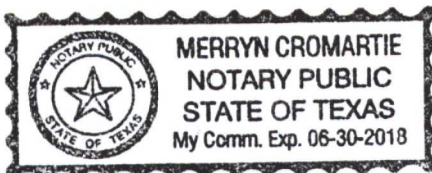
STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 29th day of September, 2015 by W. FRANK MCCREIGHT, the VICE PRESIDENT of CTV O&G NM, L.L.C., SRBI O&G NM, L.L.C., LMBI O&G NM, L.L.C., KEYSTONE O&G NM, L.L.C., and THRU LINE O&G NM, L.L.C., all Delaware corporations, on behalf of said corporations.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of September, 2015.

Merryn Cromartie
Notary Public, State of Texas



My Commission Expires:

6-30-2018

BOPCO, L.P., OPERATOR

By: W. Frank McCreight
W. Frank McCreight
Sr. Vice President of above
corporation *mm*

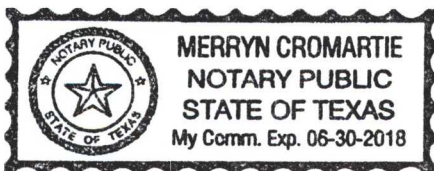
STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 29th day
of September, 2015 by W. FRANK MCCREIGHT, the SR. VICE
PRESIDENT of BOPCO, L.P., a Delaware limited partnership, on
behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day
of September, 2015.

Merryn Cromartie
Notary Public, State of Texas



My Commission Expires:

6-30-2018

Chevron U.S.A. Inc.

BY: P.A. Bikun
P.A. Bikun
Attorney in fact

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 24th day
of November, 2015 P.A. Bikun, the Attorney-in-Fact
of Chevron U.S.A. Inc., on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24th day
of November, 2015.



Shannon Logan
Notary Public, State of Texas

My Commission Expires:

9-23-2018

Exhibit: "A"

Plat of communitized area covering the E/2 W/2 of Section 19
T-24-S, R-31-E, Poker Lake Unit, Eddy County, New Mexico.

PLU CVX JV
BS #014H

CTV O&G NM, L.L.C.
Keystone O&G NM, L.L.C.
Thru Line O&G NM, L.L.C.
LMBI O&G NM, L.L.C.
SRBI O&G NM, L.L.C.
Chevron U.S.A. Inc.
Tract # 1
80 Acres
Lease No. NMNM-025533

19

CTV O&G NM, L.L.C.
Keystone O&G NM, L.L.C.
Thru Line O&G NM, L.L.C.
LMBI O&G NM, L.L.C.
SRBI O&G NM, L.L.C.
Chevron U.S.A. Inc.
Tract # 2
80 Acres
Lease No. NMLC-061705-B

EXHIBIT "B"

To Communization Agreement dated effective October 1st, 2015 embracing 160.00 acres
Operator of Communization Area: BOPCO, L.P.
Description of Leases Committed:

TOWNSHIP 24 SOUTH, RANGE 31 EAST, NMPM

**Section 19: E/2 W/2
Eddy County, New Mexico**

TRACT 1

Serial No. of Lease:	NMNM-025533													
Description of Lands Committed:	Section 19: E/2NW/4													
Number of Net Acres:	80.00													
Lessee of Record:	CTV O&G NM, L.L.C. KEYSTONE O&G NM, L.L.C. THRU LINE O&G NM, L.L.C. LMBI O&G NM, L.L.C. SRBI O&G NM, L.L.C.													
WI Owners:	<table><tbody><tr><td>CTV O&G NM, L.L.C.</td><td>12.50%</td></tr><tr><td>KEYSTONE O&G NM, L.L.C.</td><td>9.375%</td></tr><tr><td>THRU LINE O&G NM, L.L.C.</td><td>9.375%</td></tr><tr><td>LMBI O&G NM, L.L.C.</td><td>9.375%</td></tr><tr><td>SRBI O&G NM, L.L.C.</td><td>9.375%</td></tr><tr><td>Chevron U.S.A. Inc.</td><td>50.00%</td></tr></tbody></table>		CTV O&G NM, L.L.C.	12.50%	KEYSTONE O&G NM, L.L.C.	9.375%	THRU LINE O&G NM, L.L.C.	9.375%	LMBI O&G NM, L.L.C.	9.375%	SRBI O&G NM, L.L.C.	9.375%	Chevron U.S.A. Inc.	50.00%
CTV O&G NM, L.L.C.	12.50%													
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SRBI O&G NM, L.L.C.	9.375%													
Chevron U.S.A. Inc.	50.00%													

TRACT 2

Serial No. of Lease:	NMLC-061705-B													
Description of Land Committed:	Section 19: E/2SW/4													
Number of Net Acres:	80.00													
Lessee of Record:	CTV O&G NM, L.L.C. KEYSTONE O&G NM, L.L.C. THRU LINE O&G NM, L.L.C. LMBI O&G NM, L.L.C. SRBI O&G NM, L.L.C.													
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