

Submit One Copy To Appropriate District Office
 District I
 1625 N. French Dr., Hobbs, NM 88240
 District II
 811 S. First St., Artesia, NM 88210
 District III
 1000 Rio Brazos Rd., Aztec, NM 87410
 District IV
 1220 S. St. Francis Dr., Santa Fe, NM 87505

State of New Mexico
 Energy, Minerals and Natural Resources

Form C-103
 Revised November 3, 2011

OIL CONSERVATION DIVISION
 1220 South St. Francis Dr.
 Santa Fe, NM 87505

WELL API NO. 30-045-29810
5. Indicate Type of Lease STATE <input type="checkbox"/> FEE <input checked="" type="checkbox"/>
6. State Oil & Gas Lease No.
7. Lease Name or Unit Agreement Name ALLISON UNIT COM
8. Well Number 64
9. OGRID Number 14538
10. Pool name or Wildcat Blanco Mesaverde/Basin Dakota
RCVD JAN 9 '13 OIL CONS. DIV. DIST. 3
11. Elevation (Show whether DR, RKB, RT, GR, etc.)

SUNDRY NOTICES AND REPORTS ON WELLS
 (DO NOT USE THIS FORM FOR PROPOSALS TO DRILL OR TO DEEPEN OR PLUG BACK TO A DIFFERENT RESERVOIR. USE "APPLICATION FOR PERMIT" (FORM C-101) FOR SUCH PROPOSALS.)

1. Type of Well: Oil Well Gas Well Other

2. Name of Operator
Burlington Resources Oil Gas Company LP

3. Address of Operator
P.O. Box 4289, Farmington, NM 87499-4289

4. Well Location
 Unit Letter I : 2065 feet from the SOUTH line and 145 feet from the EAST line
 Section 8 Township 32N Range 6W NMPM _____ County SAN JUAN

11. Elevation (Show whether DR, RKB, RT, GR, etc.)

12. Check Appropriate Box to Indicate Nature of Notice, Report or Other Data

<p>NOTICE OF INTENTION TO:</p> <p>PERFORM REMEDIAL WORK <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/></p> <p>TEMPORARILY ABANDON <input type="checkbox"/> CHANGE PLANS <input type="checkbox"/></p> <p>PULL OR ALTER CASING <input type="checkbox"/> MULTIPLE COMPL <input type="checkbox"/></p> <p>OTHER: <input type="checkbox"/></p>	<p>SUBSEQUENT REPORT OF:</p> <p>REMEDIAL WORK <input type="checkbox"/> ALTERING CASING <input type="checkbox"/></p> <p>COMMENCE DRILLING OPNS. <input type="checkbox"/> P AND A <input type="checkbox"/></p> <p>CASING/CEMENT JOB <input type="checkbox"/></p> <p><input checked="" type="checkbox"/> Location is ready for OCD inspection after P&A</p>
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- All pits have been remediated in compliance with OCD rules and the terms of the Operator's pit permit and closure plan.
- Rat hole and cellar have been filled and leveled. Cathodic protection holes have been properly abandoned.
- A steel marker at least 4" in diameter and at least 4' above ground level has been set in concrete. It shows the

OPERATOR NAME, LEASE NAME, WELL NUMBER, API NUMBER, QUARTER/QUARTER LOCATION OR UNIT LETTER, SECTION, TOWNSHIP, AND RANGE. All INFORMATION HAS BEEN WELDED OR PERMANENTLY STAMPED ON THE MARKER'S SURFACE.

- The location has been leveled as nearly as possible to original ground contour and has been cleared of all junk, trash, flow lines and other production equipment.
- Anchors, dead men, tie downs and risers have been cut off at least two feet below ground level.
- If this is a one-well lease or last remaining well on lease, the battery and pit location(s) have been remediated in compliance with OCD rules and the terms of the Operator's pit permit and closure plan. All flow lines, production equipment and junk have been removed from lease and well location.
- All metal bolts and other materials have been removed. Portable bases have been removed. (Poured onsite concrete bases do not have to be removed.)
- All other environmental concerns have been addressed as per OCD rules.
- Pipelines and flow lines have been abandoned in accordance with 19.15.35.10 NMAC. All fluids have been removed from non-retrieved flow lines and pipelines.
- If this is a one-well lease or last remaining well on lease: all electrical service poles and lines have been removed from lease and well location, except for utility's distribution infrastructure.

→ See landowner Release Attached
 When all work has been completed, return this form to the appropriate District office to schedule an inspection.

SIGNATURE Jamie Goodwin TITLE: Regulatory Tech. DATE: 1/8/2013

TYPE OR PRINT NAME Jamie Goodwin E-MAIL: Jamie.L.Goodwin@ConocoPhillips.com PHONE: 505-326-9784
 For State Use Only

APPROVED BY: Monica Kudling TITLE Deputy Oil & Gas Inspector, District #3 DATE 3-15-13
 Conditions of Approval (if any): Ar

RELEASE

For and in consideration of the sum of [REDACTED] and No Cents ([REDACTED]) and other good and valuable consideration, this day paid to the undersigned by ConocoPhillips Company ("Company") of Houston, Texas, receipt of which is hereby acknowledged, the undersigned does for themselves, their heirs, personal representatives, executors, successors and assigns in interest hereby release and forever discharge Company, its subsidiaries and controlled companies, and its and their successors, agents, servants, employees, lessees, sublessees, contractors, subcontractors, agents, servants and employees and any and all other persons, firms, partnerships, legal entities or corporations whosoever (collectively, the "Company Group"), of and from any and all actions, causes of action, suits, debts, dues, sums of money, claims, demands and damages in law or in equity which undersigned now has or may hereafter have, on account of or arise or be connected with:

Plugging and abandoning the Allison Unit Com 64 well at or near **Section 8, Township 32 North, Range 6 West, N.M.P.M., San Juan County, New Mexico** and leaving the well pad, at the undersigned's express request, in an as-is condition.

The undersigned further releases and forever discharges the Company Group from any and all actions, causes of action, suits, debts, dues, sums of money, claims, demands and damages in law or in equity which undersigned now has or may hereafter have, on account of or arise or be connected with any use of electricity from the existing pole and meter located on site.

Specifically excluded from this release is any claim related to personal injury or medical costs that in any way could result in an obligation to report this settlement under the Medicare, Medicaid and SCHIP Extension Act or any other related or similar statute. Claimant agrees and represents by acceptance hereof, that no other exclusions are to be implied other than that specifically referenced immediately above.

The said sum of money is accepted by the undersigned in settlement as full and complete satisfaction for all claims, injury or damages suffered by reason of the occurrence referred to above. The payment made herein does not constitute an admission of liability, but said sum is paid in compromise and settlement, and to avoid controversy.

For the same consideration, the undersigned hereby covenants and agrees never to institute or prosecute or allow any other person for and on their behalf to institute or prosecute any suit or action of any kind in any court of law or equity against the Company Group for any injuries or damages by reason of the occurrence referred to above.

It is the expressed intent of the undersigned to release any and all parties whomsoever, known or unknown, from any and all liabilities resulting from the above described damages.

EXECUTED this 4th day of April, 2011.

Ralph G. Phelps
ROSA JOINT VENTURE,
Ralph G. Phelps, Managing Partner

Cecil C. Phelps
ROSA JOINT VENTURE,
Cecil C. Phelps, Managing Partner