

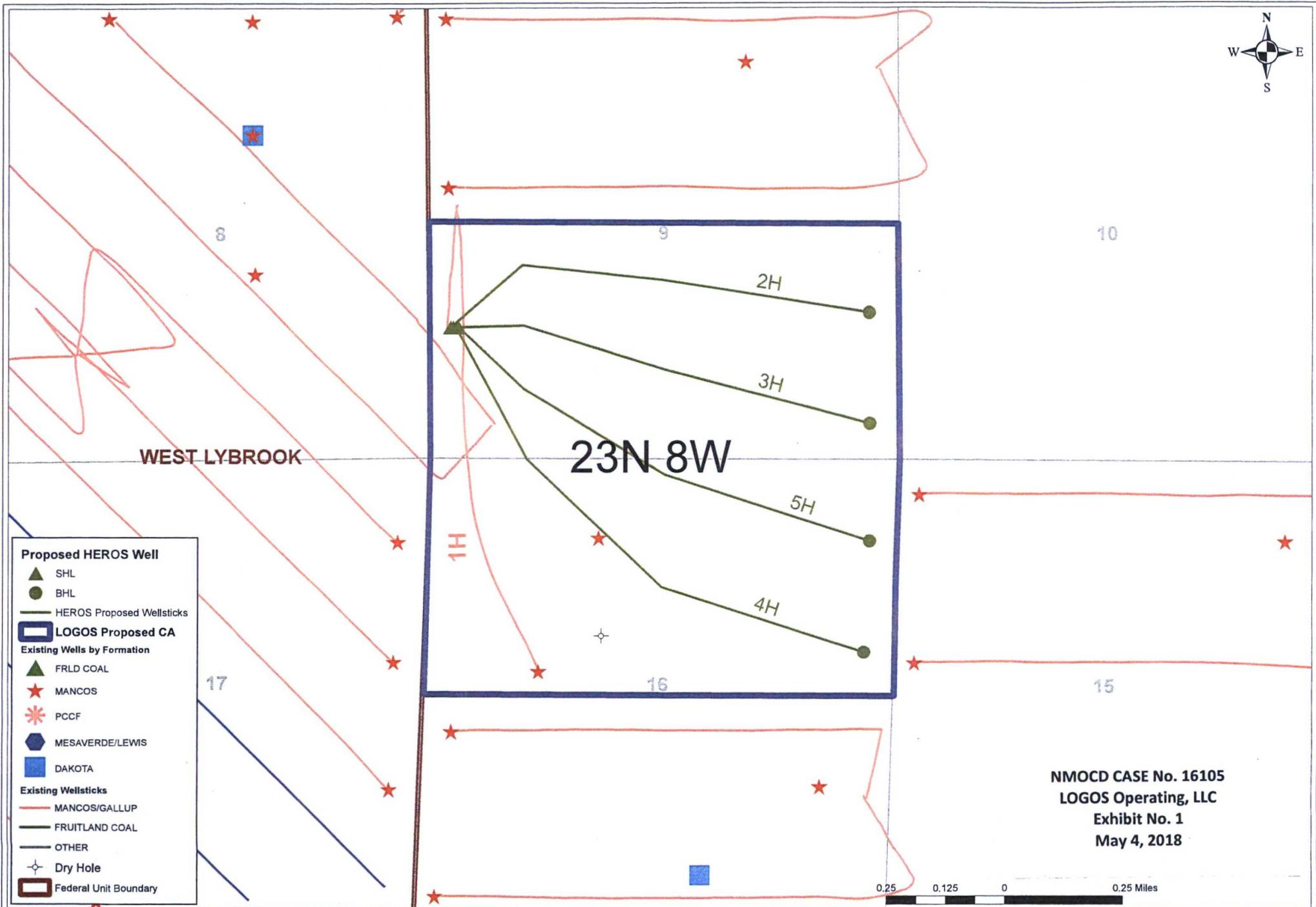
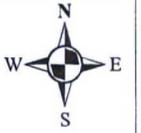
**STATE OF NEW MEXICO  
DEPARTMENT OF ENERGY, MINERALS AND NATURAL RESOURCES  
OIL CONSERVATION DIVISION**

*and non . standard spacing units*

**APPLICATION OF LOGOS OPERATING, LLC, FOR APPROVAL OF A NON-  
STANDARD PROJECT AREA COMPRISED OF ACREAGE SUBJECT TO A  
PROPOSED FEDERAL/STATE OF NEW MEXICO COMMUNITIZATION  
AGREEMENT, SAN JUAN COUNTY, NEW MEXICO**

**CASE NO. 16105**

**LOGOS OPERATING, LLC**  
**May 4, 2018**



23N 8W

WEST LYBROOK

- Proposed HEROS Well**
- ▲ SHL
- BHL
- HEROS Proposed Wellsticks
- ▭ LOGOS Proposed CA
- Existing Wells by Formation**
- ▲ FRLD COAL
- ★ MANCOS
- ✳ PCCF
- ⬡ MESAVERDE/LEWIS
- DAKOTA
- Existing Wellsticks**
- MANCOS/GALLUP
- FRUITLAND COAL
- OTHER
- ⊕ Dry Hole
- ▭ Federal Unit Boundary

NMOCD CASE No. 16105  
LOGOS Operating, LLC  
Exhibit No. 1  
May 4, 2018



ONLINE Version  
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 portions 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 Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such 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 land 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 the 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:

Subdivisions Section 9: S2 and Section 16: N2  
Sect \_\_\_\_\_, T 23N, R 8W, NMPM San Juan County NM  
containing 640.00 acres, more or less, and this agreement shall include only the  
Gallup Formation  
underlying said lands and the crude oil and associated natural gas (hereinafter  
referred to as "communitized substances") producible from such formation.

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 three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, 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 and the State of New Mexico, as specified in the applicable oil and gas operating 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 leasehold bears to the entire acreage interest committed to this agreement.
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 lease 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 operation 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 is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is May 1 2018 Month Day, Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-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; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted 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 capability of 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.
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 interest 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 lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.



**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD**

**LOGOS Resources II, LLC**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: Jay Paul McWilliams  
Title: Chief Executive Officer

**ACKNOWLEDGEMENT**

STATE OF NEW MEXICO )

COUNTY OF SAN JUAN )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Jay Paul McWilliams, Chief Executive Officer of LOGOS Resources II, LLC, for and on behalf of said limited liability company.

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**WPX Energy Production, LLC**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ of WPX Energy Production, LLC, for and on behalf of said limited liability company.

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**Encana Oil & Gas (USA) Inc.**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, \_\_\_\_\_ of Encana Oil & Gas (USA) Inc., for and on behalf of said corporation.

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**Hilcorp San Juan, LP**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of Hilcorp San Juan, LP, for and on behalf of said partnership.

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**BP America Production Co.**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, \_\_\_\_\_ of BP America Production Co., for and on behalf of company.

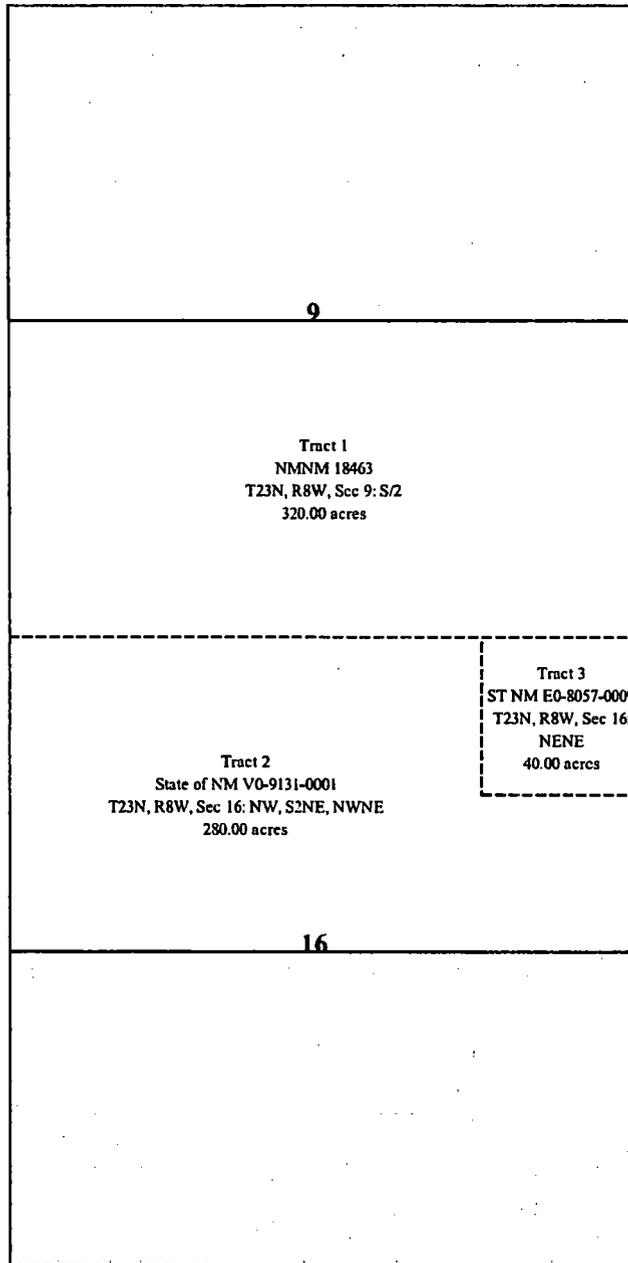
\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

Plat of communitized area covering:  
Township 23 North, Range 8 West, Section 9: S2 and  
Township 23 North, Range 8 West, Section 16: N2  
San Juan County, New Mexico

Communitized Formation: Gallup Formation



**EXHIBIT "B"**

To Communitization Agreement dated \_\_\_\_\_ embracing the following described land in San Juan County, New Mexico.

**Operator of Communitized Area:** LOGOS Operating, LLC

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: USA NMNM 18463  
Lease Date: December 1, 1973  
Lease Term: 10 years  
Lessor: United States of America  
Original Lessee: Harris D. Butler Jr.  
Present Lessee: WPX Energy Production LLC  
Description of Land Committed: Township 23 North, Range 8 West, N.M.P.M.  
Section 9: S2  
Number of Acres: 320.00 acres  
Royalty Rate: 12.50000%  
Name and Percent ORRI Owners: Harris D. Butler III – 4.00000%  
Mazzola & Co. – 1.00000%  
Name and Percent of Working Interest Owners: LOGOS Resources II, LLC – 100.00000%

Tract No. 2

Lease Serial Number: State of NM V0-9131-0001  
Lease Date: February 1, 2012  
Lease Term: 5 years  
Lessor: State of New Mexico  
Original Lessee: Contex Energy Co.  
Present Lessee: Encana Oil & Gas (USA) Inc.

Description of Land Committed: Township 23 North, Range 8 West, N.M.P.M.  
Section 16: NW, W2NE, SENE

Number of Acres: 280.00 acres

Royalty Rate: 16.66667%

Name and Percent ORRI Owners: None

Name and Percent of Working Interest Owners: LOGOS Resources II, LLC – 100.00000%

Tract No. 3

Lease Serial Number: State of NM E0-8057-0009

Lease Date: April 13, 1954

Lease Term: 10 years

Lessor: State of New Mexico

Original Lessee: Charles B. Gonsales

Present Lessee: BP America Production Co. & Hilcorp San Juan, LP

Description of Land Committed: Township 23 North, Range 8 West, N.M.P.M.  
Section 16: NENE

Number of Acres: 40.00 acres

Royalty Rate: 12.50000%

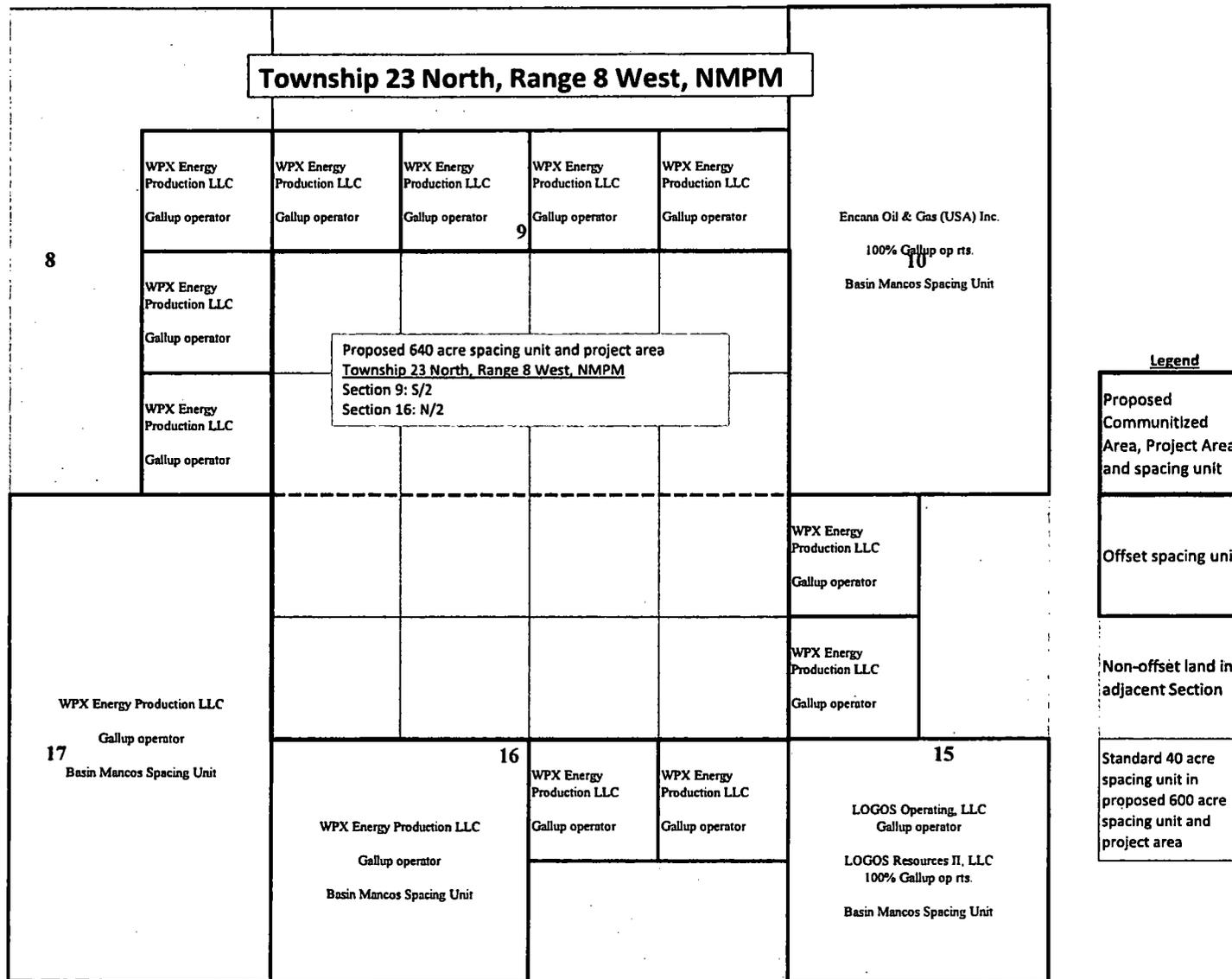
Name and Percent ORRI Owners: Jimski, Inc. – 0.5%

Charles B. Gonsales – 1.5%

Name and Percent of Working Interest Owners: Hilcorp San Juan, LP – 100.00000%

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	320.00	50.000000%
2	280.00	43.750000%
3	<u>40.00</u>	<u>6.250000%</u>
<b>Total</b>	<b>640.00</b>	<b>100.000000%</b>



**NOTE 1:** LOGOS is aware that rights of WPX Energy Production, LLC, have been divested to Enduring Resources IV, LLC. Enduring was made aware of and participated in the formation of the proposed Communitization Agreement covering the proposed Communitized Area depicted above. Based upon the most current information available to LOGOS, State and Federal form assignments have not been approved from WPX to Enduring covering the spacing units depicted above.

**NMOCD CASE No. 16105**  
**LOGOS Operating, LLC**  
**Exhibit No. 3**  
**May 4, 2018**



**EXHIBIT A**

**OCD Case No. 16105 (LOGOS Operating, LLC)**

**OFFSETTING INTEREST OWNERS**

WPX Energy Production, LLC  
Attn: San Juan Land  
3500 One Williams Center  
Tulsa, OK 74172

XTO Energy Inc.  
Attn: Land Department  
810 Houston Street, Suite 2000  
Fort Worth, TX 76102

Encana Oil & Gas (USA) Inc.  
370 17<sup>th</sup> Street, Suite 1700  
Denver, CO 80202

Hilcorp San Juan, LP  
Attn: Land Department  
1111 Travis Street  
Houston, TX 77002

New Mexico State Land Office  
310 Old Santa Fe Trail  
Santa Fe, NM 87501

Farmington Field Office  
Bureau of Land Management  
6251 College Blvd., Suite A  
Farmington, NM 87402



**MONTGOMERY  
& ANDREWS**  
LAW FIRM

J. SCOTT HALL  
Cell: (505) 670-7362  
Email: [shall@montand.com](mailto:shall@montand.com)  
[www.montand.com](http://www.montand.com)

---

April 12, 2018

**VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED**

**To: Offsetting Interest Owners**

**RE: NMOCD Case No. 16105 - Application of LOGOS Operating, LLC, for approval of a non-standard project area comprised of acreage subject to a proposed Federal/State of New Mexico Communitization Agreement, San Juan County, New Mexico**

Ladies and Gentlemen:

This letter is to advise you that LOGOS Operating, LLC, has filed the enclosed application with the New Mexico Oil Conservation Division and requested that this matter be scheduled for hearing before an Examiner on May 3, 2018. The hearing will be held in Porter Hall in the Oil Conservation Division's Santa Fe offices located at 1220 South Saint Frances Drive, Santa Fe, New Mexico 87505. You are not required to attend this hearing, but as an interest owner offsetting the proposed Project Area, you may appear and present testimony. Failure to appear at that time and become a part of record will preclude you from challenging the matter at a later date.

Parties desiring to appear in this case are required by Division Rule 19.15.4.13 NMAC to file a pre-hearing statement on or before 5 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 LOGOS Operating, LLC, at 2010 Afton Place, Farmington, NM 87401. The pre-hearing statement must include the name of the party and its attorneys, a concise statement of the party's position regarding this matter, the names of all witnesses the party will call to testify at hearing; the approximate time the party will need to present its case, and must identify any procedural matters that are to be resolved prior to the hearing.

Sincerely,

J. Scott Hall

Enclosure

cc: Christopher J. Jeffus, LOGOS Resources II, LLC

---

**REPLY TO:**  
325 Paseo de Peralta  
Santa Fe, New Mexico 87501  
Telephone (505) 982-3873 • Fax (505) 982-4289  
  
Post Office Box 2307  
Santa Fe, New Mexico 87504-2307

**EXHIBIT A**

**OCD Case No. 16105 (LOGOS Operating, LLC)**

**OFFSETTING INTEREST OWNERS**

WPX Energy Production, LLC  
Attn: San Juan Land  
3500 One Williams Center  
Tulsa, OK 74172

XTO Energy Inc.  
Attn: Land Department  
810 Houston Street, Suite 2000  
Fort Worth, TX 76102

Encana Oil & Gas (USA) Inc.  
370 17<sup>th</sup> Street, Suite 1700  
Denver, CO 80202

Hilcorp San Juan, LP  
Attn: Land Department  
1111 Travis Street  
Houston, TX 77002

New Mexico State Land Office  
310 Old Santa Fe Trail  
Santa Fe, NM 87501

Farmington Field Office  
Bureau of Land Management  
6251 College Blvd., Suite A  
Farmington, NM 87402

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

**APPLICATION OF LOGOS OPERATING, LLC, FOR APPROVAL OF A NON-STANDARD PROJECT AREA COMPRISED OF ACREAGE SUBJECT TO A PROPOSED FEDERAL/STATE OF NEW MEXICO COMMUNITIZATION AGREEMENT, SAN JUAN COUNTY, NEW MEXICO**

CASE NO. 16105

**APPLICATION**

LOGOS Operating, LLC ("LOGOS"), files this application with the Oil Conservation Division for an order approving a 600 acre non-standard project area comprised of acreage subject to a Federal and State of New Mexico Communitization Agreement covering the Gallup formation underlying the S/2 of Section 9 and the NW/4, W2NE and SENE of Section 16, Township 23 North, Range 8 West, NMPM, San Juan County, New Mexico. In support of its application, LOGOS states:

1. The parent entity of LOGOS (OGRID No. 289408), LOGOS Resources II, LLC, owns all of the working interest in the Gallup formation underlying one federal lease covering the S/2 of Section 9, Township 23 North, Range 8 West, NMPM, San Juan County, New Mexico, and one State of New Mexico lease covering the NW/4, W2NE and SENE of Section 16, Township 23 North, Range 8 West, NMPM, San Juan County, New Mexico.

2. LOGOS has drilled and completed the Heros 2308 09L Com #1H well (API 30-045-35688) as a horizontal Gallup oil well upon a standard project area covering the W2SW of Section 9 and W2NW of Section 16, Township 23 North, Range 8 West, NMPM, San Juan County, New Mexico, under an approved Federal and State of New Mexico Communitization Agreement, assigned Agreement No. NMNM 136868.

3. LOGOS plans to drill three horizontal Gallup oil wells, in addition to the Heros 2308 09L Com #1H, from a surface pad shared with the Heros 2308 09L Com #1H.

4. LOGOS has discussed with the Bureau of Land Management and the New Mexico State Land Office the potential for a single Communitization Agreement covering a single Communitized Area comprised of the Gallup formation underlying the S/2 of Section 9 and the NW/4, W2NE and SENE of Section 16, Township 23 North, Range 8 West, NMPM, San Juan County, New Mexico (the "600 Acre Communitized Area"), and expects to receive preliminary approval of such Communitization Agreement in advance of the hearing in this matter.

5. LOGOS has discussed with the Bureau of Land Management and the New Mexico State Land Office the potential for the Communitization Agreement covering the 600 Acre Communitized Area to supersede, on a prospective basis, Communitization Agreement NMNM 136868.

6. The Nageezi Gallup Oil Pool (47540) covers the S/2 of Section 9 and the NW/4, W2NE and SENE of Section 16, Township 23 North, Range 8 West, NMPM, San Juan County, New Mexico. The Nageezi Gallup Oil Pool is subject to special pool rules providing for 40 acre spacing units and 330 foot setbacks from the outer boundary of the spacing unit. All completions within the Heros 2308 09L #1H are at least 330 feet from the outer boundaries of the proposed 600 Acre Communitized Area, and all completions in the additional three (3) horizontal oil wells detailed in Recital 3 will be at least 330 feet from the outer boundaries of the proposed 600 Acre Communitized Area.

7. In order to minimize surface disturbance, allow for the most efficient horizontal well development pattern, and to effectively develop and produce the resource in the Gallup

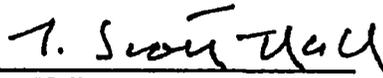
formation, the entire proposed 600 Acre Communitized Area should be treated as a single project area.

8. LOGOS will provide notice of this application to the affected persons in the spacing units that adjoin the proposed 600 Acre Communitized Area. LOGOS's parent entity, LOGOS Resources II, LLC, is the only affected person within the 600 Acre Communitized Area.

9. Approval of this application is in the best interests of conservation, the prevention of waste and the protection of correlative rights.

WHEREFORE, LOGOS Operating, LLC, requests that this Application be set for hearing before an Examiner of the Oil Conservation Division on May 3, 2018, and that after notice and hearing as required by law, the Division enter its order granting this Application.

Respectfully submitted,



J. Scott Hall  
Post Office Box 2307  
Santa Fe, NM 87504-2307  
(505) 982-3873

*Attorneys for LOGOS Operating, LLC*

Case 16105 Application of LOGOS Operating, LLC, for approval of a non-standard project area comprised of acreage subject to a proposed Federal/State of New Mexico Communitization Agreement, San Juan County, New Mexico. Applicant seeks approval of a 600 acre non-standard project area in the Gallup formation comprised of acreage subject to a proposed Federal and State of New Mexico Communitization Agreement covering the Gallup formation underlying the S/2 of Section 9 and the NW/4, W2NE and SENE of Section 16, Township 23 North, Range 8 West, NMPM, San Juan County, New Mexico. The subject acreage lies within the Nageezi Gallup Oil Pool. The subject acreage is located approximately 6 miles West of Lybrook, New Mexico.

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 Adult Signature Required \$ \_\_\_\_\_  
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SANTA FE NM  
 APR 12 2018  
 USPO 87504  
 13847-1802  
 L0605

Postage \$ \_\_\_\_\_  
 Total \$ **WPX Energy Production, LLC**  
 Sent \$ **Attn: San Juan Land**  
 Street **3500 One Williams Center**  
 City **Tulsa, OK 74172**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
**WPX Energy Production, LLC**  
**Attn: San Juan Land**  
**3500 One Williams Center**  
**Tulsa, OK 74172**

2. Article Number (Transfer from service label):  
**7015 1730 0000 9793 6024**

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
  Agent  Addressee  
 B. Received by (Printed Name) \_\_\_\_\_ C. Date of Delivery \_\_\_\_\_

D. Is delivery address different from item?  Yes  No  
 If YES, enter delivery address below:

\_\_\_\_\_

3. Service Type  
 Adult Signature  Priority Mail Express®  
 Adult Signature Restricted Delivery  Registered Mail™  
 Certified Mail®  Registered Mail Restricted Delivery  
 Certified Mail Restricted Delivery  Return Receipt for Merchandise  
 Collect on Delivery  Signature Confirmation™  
 Collect on Delivery Restricted Delivery  Signature Confirmation Restricted Delivery  
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Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

SANTA FE NM  
 Post Office  
 Here  
 APR 12 2018  
 JSPO 87504 a  
 13807504 a  
 L0605

Postage \$ \_\_\_\_\_

**XTO Energy Inc.**  
 Attn: Land Department  
 810 Houston Street, Suite 2000  
 Fort Worth, TX 76102

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions.

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
**XTO Energy Inc.**  
 Attn: Land Department  
 810 Houston Street, Suite 2000  
 Fort Worth, TX 76102

9590 9403 0913 5223 4340 30

2. Article Number (Transfer from service label)  
**7015 1730 0000 9793 6031**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  X *[Signature]*  Agent  
 Addressee

B. Received by (Printed Name) *[Signature]* C. Date of Delivery **APR 16 2018**

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

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Adult Signature Restricted Delivery  Registered Mail™

Certified Mail®  Registered Mail Restricted Delivery

Certified Mail Restricted Delivery  Return Receipt for Merchandise

Collect on Delivery  Signature Confirmation™

Collect on Delivery Restricted Delivery  Signature Confirmation Restricted Delivery

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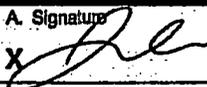
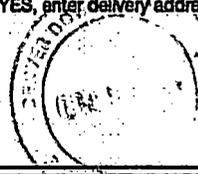
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**EXHIBIT A**

**OCD Case No. 16105 (LOGOS Operating, LLC)**

**AFFECTED PERSONS**

WPX Energy Production, LLC  
Attn: San Juan Land  
3500 One Williams Center  
Tulsa, OK 74172

XTO Energy Inc.  
Attn: Land Department  
810 Houston Street, Suite 2000  
Fort Worth, TX 76102

Encana Oil & Gas (USA) Inc.  
370 17<sup>th</sup> Street, Suite 1700  
Denver, CO 80202

Hilcorp San Juan, LP  
Attn: Land Department  
1111 Travis Street  
Houston, TX 77002

New Mexico State Land Office  
310 Old Santa Fe Trail  
Santa Fe, NM 87501

Farmington Field Office  
Bureau of Land Management  
6251 College Blvd., Suite A  
Farmington, NM 87402



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& ANDREWS**  
LAW FIRM

**J. SCOTT HALL**  
Cell: (505) 670-7362  
Email: [shall@montand.com](mailto:shall@montand.com)  
[www.montand.com](http://www.montand.com)

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May 1, 2018

**VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED**

**To: AFFECTED PERSONS**

**RE: NMOCD Case No. 16105 – Amended Application of LOGOS Operating, LLC, for approval of a non-standard project area and non-standard spacing unit comprised of acreage subject to a proposed Federal/State of New Mexico Communitization Agreement, San Juan County, New Mexico**

Ladies and Gentlemen:

This letter is to advise you that LOGOS Operating, LLC, has filed the enclosed amended application with the New Mexico Oil Conservation Division and requested that this matter be scheduled for hearing before an Examiner on May 4, 2018. The hearing will be held in Porter Hall in the Oil Conservation Division's Santa Fe offices located at 1220 South Saint Frances Drive, Santa Fe, New Mexico 87505. You are not required to attend this hearing, but as an interest owner offsetting the proposed Project Area, you may appear and present testimony. Failure to appear at that time and become a part of record will preclude you from challenging the matter at a later date.

Parties desiring to appear in this case are required by Division Rule 19.15.4.13 NMAC to file a pre-hearing statement on or before 5 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 LOGOS Operating, LLC, at 2010 Afton Place, Farmington, NM 87401. The pre-hearing statement must include the name of the party and its attorneys, a concise statement of the party's position regarding this matter, the names of all witnesses the party will call to testify at hearing; the approximate time the party will need to present its case, and must identify any procedural matters that are to be resolved prior to the hearing.

Sincerely,

J. Scott Hall

Enclosure

cc: Christopher J. Jeffus, LOGOS Resources II, LLC

---

**REPLY TO:**

325 Paseo de Peralta  
Santa Fe, New Mexico 87501  
Telephone (505) 982-3873 • Fax (505) 982-4289

Post Office Box 2307  
Santa Fe, New Mexico 87504-2307

**EXHIBIT A**

**OCD Case No. 16105 (LOGOS Operating, LLC)**

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Tulsa, OK 74172

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Attn: Land Department  
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Attn: Land Department  
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Houston, TX 77002

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

**AMENDED APPLICATION OF LOGOS OPERATING, LLC, FOR APPROVAL OF A  
NON-STANDARD PROJECT AREA AND NON-STANDARD SPACING UNIT  
COMPRISED OF ACREAGE SUBJECT TO A PROPOSED FEDERAL/STATE OF NEW  
MEXICO COMMUNITIZATION AGREEMENT, SAN JUAN COUNTY, NEW MEXICO**

**CASE NO. 16105**

**AMENDED APPLICATION**

LOGOS Operating, LLC ("LOGOS"), files this application with the Oil Conservation Division for an order approving a 640 +/- acre non-standard project area and non-standard spacing unit comprised of acreage subject to a Federal and State of New Mexico Communitization Agreement covering the Gallup formation underlying the S/2 of Section 9 and the N/2 Section 16, Township 23 North, Range 8 West, NMPM, San Juan County, New Mexico. In support of its application, LOGOS states:

1. The parent entity of LOGOS (OGRID No. 289408), LOGOS Resources II, LLC, owns all of the working interest in the Gallup formation underlying one federal lease covering the S/2 of Section 9, Township 23 North, Range 8 West, NMPM, San Juan County, New Mexico, and one State of New Mexico lease covering the NW/4, W2NE and SENE of Section 16, Township 23 North, Range 8 West, NMPM, San Juan County, New Mexico. Hilcorp San Juan, LP (Hilcorp), owns all of the working interest in the Gallup formation underlying one State of New Mexico lease covering the NENE of Section 16, Township 23 North, Range 8 West, NMPM, San Juan County, New Mexico.

2. LOGOS has drilled and completed the Heros 2308 09L Com #1H well (API 30-045-35688) as a horizontal Gallup oil well upon a standard project area covering the W2SW of

Section 9 and W2NW of Section 16, Township 23 North, Range 8 West, NMPM, San Juan County, New Mexico, under an approved Federal and State of New Mexico Communitization Agreement, assigned Agreement No. NMNM 136868.

3. LOGOS plans to drill four horizontal Gallup oil wells, in addition to the Heros 2308 09L Com #1H, from a surface pad shared with the Heros 2308 09L Com #1H.

4. LOGOS has discussed with the Bureau of Land Management and the New Mexico State Land Office the potential for a single Communitization Agreement covering a single Communitized Area comprised of the Gallup formation underlying the S/2 of Section 9 and the N/2 of Section 16, Township 23 North, Range 8 West, NMPM, San Juan County, New Mexico (the "640 Acre Communitized Area"), and expects to receive preliminary approval of such Communitization Agreement in advance of the hearing in this matter.

5. LOGOS has discussed with the Bureau of Land Management and the New Mexico State Land Office the potential for the Communitization Agreement covering the 640 Acre Communitized Area to supersede, on a prospective basis, Communitization Agreement NMNM 136868.

6. The Nageezi Gallup Oil Pool (47540) covers the S/2 of Section 9 and the N/2 of Section 16, Township 23 North, Range 8 West, NMPM, San Juan County, New Mexico. The Nageezi Gallup Oil Pool is subject to special pool rules providing for 40 acre spacing units and 330 foot setbacks from the outer boundary of the spacing unit. All completions within the Heros 2308 09L #1H are at least 330 feet from the outer boundaries of the proposed 640 Acre Communitized Area, and all completions in the additional four (4) horizontal oil wells detailed in Recital 3 will be at least 330 feet from the outer boundaries of the proposed 640 Acre Communitized Area.

7. In order to minimize surface disturbance, allow for the most efficient horizontal well development pattern, and to effectively develop and produce the resource in the Gallup formation, the entire proposed 640 Acre Communitized Area should be treated as a single project area and non-standard spacing unit, all 640 acres within the 640 Acre Communitized Area should be dedicated to the existing Heros 2308 09L Com #1H, and all 640 acres within the 640 Acre Communitized Area should be dedicated to future horizontal Gallup wells with completed intervals wholly within the 640 Acre Communitized Area.

8. Approval of a 640-acre project area comprised of the subject acreage is consistent with the intent of a "project area" expressed in Rule 19.15.16.7.L(2).

9. LOGOS will provide notice of this application to the affected persons in the spacing units that adjoin the proposed 640 Acre Communitized Area, as well as all affected persons within the proposed 640 Acre Communitized Area. LOGOS's parent entity, LOGOS Resources II, LLC, and Hilcorp are the only affected persons within the 640 Acre Communitized Area.

10. Approval of this application is in the best interests of conservation, the prevention of waste and the protection of correlative rights.

WHEREFORE, LOGOS Operating, LLC, requests that this Application be set for hearing before an Examiner of the Oil Conservation Division on May 4, 2018, and that after notice and hearing as required by law, the Division enter its order granting this Application.

Respectfully submitted,



J. Scott Hall  
Post Office Box 2307  
Santa Fe, NM 87504-2307  
(505) 982-3873

*Attorneys for LOGOS Operating, LLC*

**Case 16105. Amended Application of LOGOS Operating, LLC, for approval of a non-standard project area and non-standard spacing unit comprised of acreage subject to a proposed Federal/State of New Mexico Communitization Agreement, San Juan County, New Mexico. Applicant seeks approval of a 640 acre non-standard project area and non-standard spacing unit in the Gallup formation comprised of acreage subject to a proposed Federal and State of New Mexico Communitization Agreement covering the Gallup formation underlying the S/2 of Section 9 and the N/2 of Section 16, Township 23 North, Range 8 West, NMPM, San Juan County, New Mexico. The subject acreage lies within the Nageezi Gallup Oil Pool. The subject acreage is located approximately 6 miles West of Lybrook, New Mexico.**

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