



United States Department of the Interior



BUREAU OF LAND MANAGEMENT

New Mexico State Office

301 Dinosaur Trail

Santa Fe, New Mexico 87508

<https://www.blm.gov/new-mexico>

MAR 31 2021

In Reply Refer To:

NMNM141570

3105.2 (NM920)

Reference:

Communitization Agreement

Big Eddy Unit DI4 Federal Com 269H

Section 04: Lot 1, 2, 3, 4

Section 05: Lot 1

T. 20 S., R. 31 E., N.M.P.M.

Eddy County, NM

XTO Permian Operating, LLC

22777 Springwoods Village Pkwy

Spring, TX 77389

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM141570 involving 75.58 acres of Federal land in lease NMLC 068408, and 113.96 acres of Federal land in lease NMNM 004557, Eddy County, New Mexico, which comprise a 189.54 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath Lots 1, 2, 3, 4 of Sec. 4 and Lot 1 of Sec. 5, T. 20 S., R. 31 E., NMPM, Eddy County, NM, and is effective October 14, 2016. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.


Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is accurate.

Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of Natural Resources Revenue at 1-800-525-9167 or 303-231-3504,

If you have any questions regarding this approval, please contact Elizabeth Rivera at (505) 954-2162.

Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Sheila Mallory".

Sheila Mallory
Deputy State Director
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

NM Taxation & Revenue Dept. (Revenue Processing Div.)

NMOCD

NM (9200)

NM (P0220-CFO, File Room)

NMSO (NM925, File)

Determination - Approval - Certification

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement 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 that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.

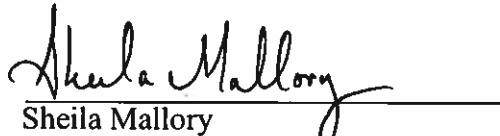
- B. Approve the attached Communitization Agreement covering Lots 1, 2, 3, 4 of Sec. 4 and Lot 1 of Sec. 5, T. 20 S., R. 31 E., NMPM, Eddy County, NM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Carlsbad Field Office pursuant to Item 9 of the approved Communitization Agreement.

- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved:

MAR 31 2021


Sheila Mallory
Deputy State Director
Division of Minerals

Effective: October 14, 2016

Contract No.: Com. Agr. NMNM141570



XTO Energy Inc.
Land Dept. Loc. 115 (W4.4A.495)
22777 Springwoods Village Pkwy
Spring TX 77389-1425
832-625-5234 - Direct Phone
Courtney_Wooten@xtoenergy.com

February 11, 2020

Bureau of Land Management
New Mexico State Office
Attn: Margie Dupre
301 Dinosaur Trail
Santa Fe, New Mexico 87508

N M N M
141570

RECEIVED

FEB 12 2020

BLM, NMSO
SANTA FE

RE: Communitization Agreement
Big Eddy Unit DI4 Fed Com 269H 3001542638
Lot 1 – 38.06 ac; Lot 2 – 37.99 ac; Lot 3 – 37.91 ac; Lot 4 – 37.84 ac of Section 4
Lot 1 – 37.74 ac of Section 5
Township 20 South, Range 31 East, N.M.P.M.
Eddy County, New Mexico

Ms. Dupre:

Enclosed you will find (2) two executed original Communization Agreements for the Big Eddy Unit DI4 Fed Com 269H well, which are ready for your review and approval.

Should you have any questions and/or concerns, please do not hesitate to contact me at the phone number or email address shown above or you may also contact Greg Davis, Senior Landman Advisor at (832) 625-0095 or William_Davis@xtoenergy.com

Sincerely,


Courtney Wooten
Senior Land Analyst

Enclosure – Big Eddy Unit Federal Com 269H Communization Agreement (2)

An ExxonMobil Subsidiary

DISTRICT I
1825 N. French Dr., Hobbs, NM 88240
Phone (505) 524-0161 Fax (505) 524-0720

DISTRICT II
811 S. First St., Artesia, NM 88210
Phone (505) 746-1206 Fax (505) 746-0720

DISTRICT III
1900 Rio Brazos Rd., Arroyo, NM 87410
Phone (505) 324-2179 Fax (505) 324-2179

DISTRICT IV
1825 S. St. Francis Dr., Santa Fe, NM 87505
Phone (505) 476-5000 Fax (505) 476-5425

NM OIL CONSERVATION

ARTESIA DISTRICT

NOV 21 2016

State of New Mexico
Energy, Minerals and Natural Resources Department

OIL CONSERVATION DIVISION

RECEIVED

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

Form C-102
Revised August 1, 2011

Submit one copy to appropriate
District Office

WELL LOCATION AND ACREAGE DEDICATION PLAT

X AMENDED REPORT
As Drilled

API Number 30-015-42638	Pool Code 96688	Pool Name Gatuna Canyon; Bone Spring
Property Code 313476	Property Name Big Eddy Unit D14	Well Number 269H
OGED No. 260737	Operator Name BOPCO, L.P.	Elevation 3470'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
LOT 2	5	20 S	31 E		358	NORTH	2058	EAST	EDDY

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
LOT 1	4	20 S	31 E		653	NORTH	359	EAST	EDDY

Dedicated Acres 200	Joint or Infill	Consolidation Code	Order No.
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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

SURFACE LOCATION Lat - N 32°36'30.85" Long - W 103°53'20.67" NMSPCE- N 585370.8 E 636803.0 (NAD-27)	TOP PERFORATION <u>626' FNL & 1196' FEL</u> Lat - N 32°36'27.97" Long - W 103°53'10.52" NMSPCE- N 585107.9 E 637670.3 (NAD-27)	BOTTOM HOLE LOCATION Lat - N 32°36'27.82" Long - W 103°51'59.00" NMSPCE- N 585118.9 E 643787.9 (NAD-27)	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 undivided 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. <i>Tracie J Cherry</i> 11/18/16 Signature _____ Date _____ Printed Name _____ tjcherry@basspet.com 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. NOV 21 2016 Date Surveyed _____ Signature _____ Professional Surveyor 7977 Certificate No. 7977 Board No. 2000000000 SCALE: 1" = 3000' WO Num.: 32590

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OIL CONSERVATION

ARTESIA DISTRICT

MAR 06 2017

Carlsbad Field Office
OCD ArtesiaFORM APPROVED
07/01/10
Expires: July 31, 2010

WELL COMPLETION OR RECOMPLETION REPORT LOG

1a. Type of Well <input checked="" type="checkbox"/> Oil Well <input type="checkbox"/> Gas Well <input type="checkbox"/> Dry <input type="checkbox"/> Other			5. Lease Serial No. NMNM04557		
b. Type of Completion <input checked="" type="checkbox"/> New Well <input type="checkbox"/> Work Over <input type="checkbox"/> Deepen <input type="checkbox"/> Plug Back <input type="checkbox"/> Diff. Resvr. Other _____			6. If Indian, Allottee or Tribe Name		
2. Name of Operator BOPCOLP			Contact: TRACIE J CHERRY E-Mail: tjcherry@basspet.com		
3. Address P O BOX 2760 MIDLAND, TX 79702			3a. Phone No. (include area code) Ph: 432-883-2277		
4. Location of Well (Report location clearly and in accordance with Federal requirements)* At surface Sec 5 T20S R31E Mer NMP NWNE Lot 2 358FNL 2058FEL At top prod interval reported below Sec 5 T20S R31E Mer NMP NENE Lot 1 626FNL 1196FEL At total depth Sec 4 T20S R31E Mer NMP NENE Lot 1 653FNL 359 FEL			7. Unit or CA Agreement Name and No. NMNM68294X		
14. Date Spudded 11/02/2014			15. Date T.D. Reached 02/10/2015		
16. Date Completed <input type="checkbox"/> D & A <input checked="" type="checkbox"/> Ready to Prod. 10/14/2016			8. Lease Name and Well No. BIG EDDY UNIT 269H		
18. Total Depth: MD TVD 15688 9139			9. API Well No. 30-015-42638		
19. Plug Back T.D.: MD TVD			10. Field and Pool, or Exploratory GATUNA CANYON; BONE SPR		
21. Type Electric & Other Mechanical Logs Run (Submit copy of each) CCL/GR/CBL			11. Sec., T., R., M., or Block and Survey or Area Sec 5 T20S R31E Mer NMP		
22. Was well cored? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Submit analysis) Was DST run? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Submit analysis) Directional Survey? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Submit analysis)			12. County or Parish EDDY		
			13. State NM		
			17. Elevations (DF, KB, RT, GL)* 3470 GL		
20. Depth Bridge Plug Set: MD TVD					

23. Casing and Liner Record (Report all strings set in well)

Hole Size	Size/Grade	Wt. (#/ft)	Top (MD)	Bottom (MD)	Stage Cementer Depth	No. of Sk. & Type of Cement	Slurry Vol. (BBL)	Cement Top*	Amount Pulled
18.125	16.000 J55	84.0		748		400	117		
14.750	13.375 HCL80	68.0		2770		670	231		
12.250	9.625 HCK55	40.0		4100	2803	1250	372		
8.500	5.500 HCP110	17.0		15688	4964	3000	830	907	

24. Tubing Record

Size	Depth Set (MD)	Packer Depth (MD)	Size	Depth Set (MD)	Packer Depth (MD)	Size	Depth Set (MD)	Packer Depth (MD)
2.375	8300	8300						

25. Producing Intervals

Formation	Top	Bottom	Perforated Interval	Size	No. Holes	Perf. Status
A2ND BONE SPRING SAND	8963		9552 TO 15629	0.420	798	OPEN
B)						
C)						
D)						

27. Acid, Fracture, Treatment, Cement Squeeze, Etc.

Depth Interval	Amount and Type of Material
9552 TO 15629	FRAC DOWN CSG USING TOTAL 139,902 BBLs FLUID, 8,444,916# PROPANT ACROSS 21 STAGES

28. Production - Interval A

Date First Produced	Test Date	Hours Tested	Test Production	Oil BBL	Gas MCF	Water BBL	Oil Gravity Corr API	Gas Gravity	Production Method
11/01/2016	11/17/2016	24	→	493.0	491.0	1286.0			OTHER
Choke Size	Thg. Press. Flwg SI	Csg. Press.	24 Hr. Rate →	Oil BBL	Gas MCF	Water BBL	Gas:Oil Ratio	Well Status	
				493	491	1286	996	POW	

28a. Production - Interval B

Date First Produced	Test Date	Hours Tested	Test Production	Oil BBL	Gas MCF	Water BBL	Oil Gravity Corr API	Gas Gravity	Production Method
			→						
Choke Size	Thg. Press. Flwg SI	Csg. Press.	24 Hr. Rate →	Oil BBL	Gas MCF	Water BBL	Gas:Oil Ratio	Well Status	

(See Instructions and spaces for additional data on reverse side)

ELECTRONIC SUBMISSION #358424 VERIFIED BY THE BLM WELL INFORMATION SYSTEM

** OPERATOR-SUBMITTED ** OPERATOR-SUBMITTED ** OPERATOR-SUBMITTED **

28b. Production - Interval C

Date First Produced	Test Date	Hours Tested	Test Production	Oil BBL	Gas MCF	Water BBL	Oil Gravity Corr API	Gas Gravity	Production Method
			→						
Choke Size	Tub. Press Flwg SI	Csg. Press	24 Hr. Rate	Oil BBL	Gas MCF	Water BBL	Gas Oil Ratio	Well Status	
			→						

28c. Production - Interval D

Date First Produced	Test Date	Hours Tested	Test Production	Oil BBL	Gas MCF	Water BBL	Oil Gravity Corr API	Gas Gravity	Production Method
			→						
Choke Size	Tub. Press Flwg SI	Csg. Press	24 Hr. Rate	Oil BBL	Gas MCF	Water BBL	Gas Oil Ratio	Well Status	
			→						

29. Disposition of Gas(Sold, used for fuel, vented, etc.)
SOLD

30. Summary of Porous Zones (Include Aquifers):

Show all important zones of porosity and contents thereof. Cored intervals and all drill-stem tests, including depth interval tested, cushion used, time tool open, flowing and shut-in pressures and recoveries.

31. Formation (Log) Markers

Formation	Top	Bottom	Descriptions, Contents, etc.	Name	Top Meas. Depth
RUSTLER	621	871	ANHYDRITE	RUSTLER	621
SALADO	871	2876	SALT	SALADO T/SALT	871
DELAWARE MTN GROUP	4060	4132	SANDSTONE,SILTSTONE,SHALES	BELL CANYON	4132
BELL CANYON	4132	5036	SANDSTONE,SILTSTONE,SHALES	CHERRY CANYON	4758
CHERRY CANYON	5036	5456	SANDSTONE,SILTSTONE,SHALES	BRUSHY CANYON	5152
BRUSHY CANYON	5456	7201	SANDSTONE,SILTSTONE,SHALES	BONE SPRING LIME	6922
1ST BONE SPRING	8134	9040	SANDSTONE,SILTSTONE,SHALES	2ND BONE SPR SNO	8963
2ND BONE SPRING	8963				

32. Additional remarks (include plugging procedure):

HOLD COMPLETION AS CONFIDENTIAL*

33. Circle enclosed attachments:

- | | | | |
|---|--------------------|---------------|-----------------------|
| 1. Electrical/Mechanical Logs (1 full set req'd) | 2. Geologic Report | 3. DST Report | 4. Directional Survey |
| 5. Sundry Notice for plugging and cement verification | 6. Core Analysis | 7. Other: | |

34. I hereby certify that the foregoing and attached information is complete and correct as determined from all available records (see attached instructions)

Electronic Submission #358424 Verified by the BLM Well Information System.

For BOPCO LP, sent to the Carlsbad

Committed to AFMSS for processing by DEBORAH HAM on 01/27/2017 ()

Name (please print) TRACIE J CHERRY

Title REGULATORY ANALYST

Signature _____ (Electronic Submission)

Date 11/18/2016

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

**** ORIGINAL ** ORIGINAL ** ORIGINAL ** ORIGINAL ** ORIGINAL ** ORIGINAL ** ORIGINAL ****

NM OIL CONSERVATION
ADMINISTRATIVE DISTRICT

NM OGD
Artesia

Form 3160-4
(August 2007)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB No. 1004-0137
Expires: July 31, 2010

WELL COMPLETION OR RECOMPLETION REPORT AND LOG

1a. Type of Well <input checked="" type="checkbox"/> Oil Well <input type="checkbox"/> Gas Well <input type="checkbox"/> Dry <input type="checkbox"/> Other		5. Lease Serial No. NMNM04557	
b. Type of Completion <input checked="" type="checkbox"/> New Well <input type="checkbox"/> Work Over <input type="checkbox"/> Deepen <input type="checkbox"/> Plug Back <input type="checkbox"/> Diff. Resvr. Other _____		6. If Indian, Allottee or Tribe Name	
2. Name of Operator BOPCO LP		7. Unit or CA Agreement Name and No. 891000326X	
Contact: TRACIE J CHERRY E-Mail: tjcherry@basspet.com		8. Lease Name and Well No. BIG EDDY UNIT D14 269H	
3. Address P O BOX 2760 MIDLAND, TX 79702		9. API Well No. 30-015-42638-00-S1	
3a. Phone No. (include area code) Ph: 432-683-2277		10. Field and Pool, or Exploratory GATUNA CANYON-BONE SPRING	
4. Location of Well (Report location clearly and in accordance with Federal requirements)* Sec 5 T20S R31E Mer NMP At surface Lot 2 358FNL 2058FEL 32.362762 N Lat, 103.532109 W Lon Sec 5 T20S R31E Mer NMP At top prod interval reported below Lot 1 626FNL 1196FEL Sec 4 T20S R31E Mer NMP At total depth Lot 1 653FNL 359FEL		11. Sec., T., R., M., or Block and Survey or Area Sec 5 T20S R31E Mer NMP	
14. Date Spudded 11/02/2014		15. Date T.D. Reached 02/10/2015	
16. Date Completed <input type="checkbox"/> D & A <input checked="" type="checkbox"/> Ready to Prod. 11/01/2016		17. Elevations (DF, KB, RT, GL)* 3470 GL	
18. Total Depth: MD 15688 TVD 9139		19. Plug Back T.D.: MD TVD	
20. Depth Bridge Plug Set: MD TVD			
21. Type Electric & Other Mechanical Logs Run (Submit copy of each) CCL GR CBL		22. Was well cored? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Submit analysis) Was DST run? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Submit analysis) Directional Survey? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Submit analysis)	

23. Casing and Liner Record (Report all strings set in well)

Hole Size	Size/Grade	Wt. (#/ft.)	Top (MD)	Bottom (MD)	Stage Cementer Depth	No. of Sk. & Type of Cement	Slurry Vol. (BBL)	Cement Top*	Amount Pulled
18.125	16.000 J-55	84.0	0	748		400	117	0	
14.750	13.375 HCL-80	68.0	0	2770		670	231	0	
12.250	9.625 HCK-55	40.0	0	4100	2803	1250	372	0	
8.500	5.500 HCP-110	17.0	0	15688	4984	3000	830	907	

24. Tubing Record

Size	Depth Set (MD)	Packer Depth (MD)	Size	Depth Set (MD)	Packer Depth (MD)	Size	Depth Set (MD)	Packer Depth (MD)
2.375	8300	8300						

25. Producing Intervals

26. Perforation Record

Formation	Top	Bottom	Perforated Interval	Size	No. Holes	Perf Status
A) BONE SPRING 2ND	9552	15629	9552 TO 15629	0.420	798	OPEN
B)						
C)						
D)						

27. Acid, Fracture, Treatment, Cement Squeeze, Etc.

Depth Interval	Amount and Type of Material
9552 TO 15629	FRAC DOWN CSG USING TOTAL 139,902 BBLs FLUID, 9,444,918# PROPANT ACROSS 21 STAGES

28. Production - Interval A

Date First Produced	Test Date	Hours Tested	Test Production	Oil BBL	Gas MCF	Water BBL	Oil Gravity Corr. API	Gas Gravity	Production Method
11/01/2016	11/17/2016	24	→	493.0	491.0	1286.0			OTHER
Choke Size	Thg. Press. Flwg. SI	Cvg. Press.	24 Hr. Rate	Oil BBL	Gas MCF	Water BBL	Gas:Oil Ratio	Well Status	
			→	493	481	1286	996	POW	

28a. Production - Interval B

Date First Produced	Test Date	Hours Tested	Test Production	Oil BBL	Gas MCF	Water BBL	Oil Gravity Corr. API	Gas Gravity	Production Method
			→						
Choke Size	Thg. Press. Flwg. SI	Cvg. Press.	24 Hr. Rate	Oil BBL	Gas MCF	Water BBL	Gas:Oil Ratio	Well Status	
			→						

(See Instructions and spaces for additional data on reverse side)

ELECTRONIC SUBMISSION #358424 VERIFIED BY THE BLM WELL INFORMATION SYSTEM

** BLM REVISED ** BLM REVISED ** BLM REVISED ** BLM REVISED ** BLM REVISED **

RECLAMATION DUE:

MAY 01 2017

DAVID R. GLASS
PETROLEUM ENGINEER

ACCEPTED FOR RECORD
FEB 13 2017

28b. Production - Interval C

Date First Produced	Test Date	Hours Tested	Test Production	Oil BBL	Gas MCF	Water BBL	Oil Gravity Corr. API	Gas Gravity	Production Method
Check Size	Tbg. Press. Flwg. SI	Csg. Press.	24 Hr. Rate	Oil BBL	Gas MCF	Water BBL	Gas:Oil Ratio	Well Status	

28c. Production - Interval D

Date First Produced	Test Date	Hours Tested	Test Production	Oil BBL	Gas MCF	Water BBL	Oil Gravity Corr. API	Gas Gravity	Production Method
Check Size	Tbg. Press. Flwg. SI	Csg. Press.	24 Hr. Rate	Oil BBL	Gas MCF	Water BBL	Gas:Oil Ratio	Well Status	

29. Disposition of Gas (Sold, used for fuel, vented, etc.)
SOLD
30. Summary of Porous Zones (Include Aquifers):

Show all important zones of porosity and contents thereof: Cored intervals and all drill-stem tests, including depth interval tested, cushion used, time tool open, flowing and shut-in pressures and recoveries.

31. Formation (Log) Markers

Formation	Top	Bottom	Descriptions, Contents, etc.	Name	Top Meas. Depth
RUSTLER	621	871	ANHYDRITE	RUSTLER	621
SALADO	871	2876	SALT	TOP SALT	871
DELAWARE	4060	4132	SANDSTONE, SILTSTONE, SHALES	BELL CANYON	4132
BELL CANYON	4132	5036	SANDSTONE, SILTSTONE, SHALES	CHERRY CANYON	4758
CHERRY CANYON	5036	5456	SANDSTONE, SILTSTONE, SHALES	BRUSHY CANYON	5152
BRUSHY CANYON	5456	7201	SANDSTONE, SILTSTONE, SHALES	BONE SPRING LIME	6922
BONE SPRING 1ST	8134	9040	SANDSTONE, SILTSTONE, SHALES	BONE SPRING 2ND	8963
BONE SPRING 2ND	9552	15629			

32. Additional remarks (include plugging procedure):

HOLD COMPLETION AS CONFIDENTIAL

33. Circle enclosed attachments:

- | | | | |
|---|--------------------|---------------|-----------------------|
| 1. Electrical/Mechanical Logs (1 full set req'd.) | 2. Geologic Report | 3. DST Report | 4. Directional Survey |
| 5. Sundry Notice for plugging and cement verification | 6. Core Analysis | 7. Other: | |

34. I hereby certify that the foregoing and attached information is complete and correct as determined from all available records (see attached instructions):

Electronic Submission #358424 Verified by the BLM Well Information System.
For BOPCO LP, sent to the Carlsbad
Committed to AFMSS for processing by DEBORAH HAM on 01/27/2017 (17DMH0054SE)

Name (please print) TRACIE J CHERRY

Title REGULATORY ANALYST

Signature (Electronic Submission)

Date 11/18/2016

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

**** REVISED ** REVISED ** REVISED ** REVISED ** REVISED ** REVISED ** REVISED ****

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 & Natural Resources

Form C-104
Revised August 1, 2011

Oil Conservation Division
1220 South St. Francis Dr.
Santa Fe, NM 87505

Submit one copy to appropriate District Office

☐ AMENDED REPORT

I. REQUEST FOR ALLOWABLE AND AUTHORIZATION TO TRANSPORT

1 Operator name and Address BOPCO, L.P. P O BOX 2760 MIDLAND, TX 79702		2 OGRID Number 260737
3 API Number 30 - 015-42638		4 Pool Name Gatuna Canyon; Bone Spring
5 Property Code 305860	6 Property Name Big Eddy Unit D14	7 Pool Code 96688
		8 Well Number 269H

II. Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South Line	Feet from the	East/West line	County
Lot 2	05	20S	31E		358	North	2058	East	Eddy

Bottom Hole Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
Lot 1	06	20S	31E		653	North	359	East	Eddy
1 Lse Code F	2 Producing Method Code P	3 Gas Connection Date 10/14/2016	4 C-129 Permit Number	5 C-129 Effective Date	6 C-129 Expiration Date				

III. Oil and Gas Transporters

10 Transporter OGRID	11 Transporter Name and Address	12 O/G/W
16696	OXY USA Inc. P O Box 4294 Houston TX 77210-4294	O
151618	Enterprise Field Services, LLC P O Box 4503 Houston TX	G
NM OIL CONSERVATION ARTESIA DISTRICT NOV 21 2016 RECEIVED		

IV. Well Completion Data

13 Spud Date 11/02/2014	14 Ready Date 10/14/2016	15 TD 15668 MD/9139 TYD	16 PBTD	17 Perforations 9552-15629	18 DHC, MC
19 Hole Size 18.125	20 Casing & Tubing Size 16	21 Depth Set 748	22 Sacks Cement 400		
14.75	13.375	2770	670		
12.25	9.625	4100/DV @ 2803	1250		
8.5	5.5 2.375 cty	15668 / DV @ 4464 #300	3000		

V. Well Test Data

23 Date New Oil 11/01/2016	24 Gas Delivery Date 11/01/2016	25 Test Date 11/17/2016	26 Test Length 24 hrs	27 Tbg. Pressure	28 Csg. Pressure
29 Choke Size 493	30 Oil	31 Water 1286	32 Gas 491	33 Test Method Jet pump	

34 I hereby certify that the rules of the Oil Conservation Division have been complied with and that the information given above is true and complete to the best of my knowledge and belief.

Signature: *Tracie J Cherry*

Printed name: Tracie J Cherry

Title: Sr. Regulatory Analyst

E-mail Address: tcherry@basspet.com

Date: 11/18/2016 Phone: (432)683-2277

OIL CONSERVATION DIVISION

Approved by: *James Sharp*

Title: *Bas Operator - Adv*

Approval Date: 11-23-16

RECEIVED Federal/Federal

Communitization Agreement

Contract No. NM NM 141570

FEB 12 2020

BLM, NMSO
SANTA FE

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:

Township 20 South, Range 31 East, N.M.P.M.

Section 4: Lot 1 – 38.06 ac, Lot 2 – 37.99 ac, Lot 3 – 37.91 ac and Lot 4 – 37.84 ac

Section 5: Lot 1 – 37.74 ac

Eddy County, New Mexico

containing 189.54 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and crude oil and associated natural gas, hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, 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 operations 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 (4) 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 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 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 CA 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 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 if such failure results from, compliance with any such laws, orders, rules or regulations.

10. The date of this agreement is October 14, 2016, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: 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 be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. 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

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 CA 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 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 if such failure results from, compliance with any such laws, orders, rules or regulations.

10. The date of this agreement is October 14, 2014, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities. 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 be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. 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 the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.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.

OPERATOR

Statement of Written Consent by All Named Owners:

I, the undersigned, hereby certify, the Operator of the proposed Communitization Agreement, that all working interest owners (i.e., the lessees of record and operating rights owners) shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the working interest owners of the Federal or Indian leases subject to the Communitization Agreement and that the written consents of all the named owners have been obtained and will be made available to the BLM immediately upon request.

**XTO Energy Inc., on behalf of
XTO Permian Operating, LLC**

Edwin S. Ryan, Jr.
By: Edwin S. Ryan, Jr.
Title: Agent and Attorney-in-Fact

12/3/19
Date: _____

STATE OF TEXAS

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COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this *3rd* day of December, 2019 by Edwin S. Ryan, Jr., Agent and Attorney-in-Fact of XTO ENERGY INC. on behalf of XTO Permian Operating LLC, a Texas limited liability company, on behalf of said company.



Tammy Ekrut
Notary Public, State of Texas

RECORD TITLE OWNER (NMLC 068408 and NMNM 04557)
XTO ENERGY INC. ON BEHALF OF
XTO DELAWARE BASIN, LLC

Edwin S. Ryan, Jr.
 By: Edwin S. Ryan, Jr.
 Title: Agent and Attorney-in-Fact

12/3/19
 Date:

STATE OF TEXAS

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COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 3rd day of December, 2019 by Edwin S. Ryan, Jr., as Agent and Attorney-in-Fact of XTO Energy Inc. on behalf of XTO Delaware Basin, LLC, a Texas limited liability company, on behalf of said company.



Tammy Ekrut
 Notary Public, State of Texas

OPERATING RIGHTS OWNER (NMLC 068408 and NMNM 04557)
OCCIDENTAL PERMIAN LIMITED PARTNERSHIP
 By: OCCIDENTAL PERMIAN MANAGER, LLC, ITS GENERAL PARTNER

John V. Schneider
 By: John V. Schneider
 Title: Attorney-in-Fact

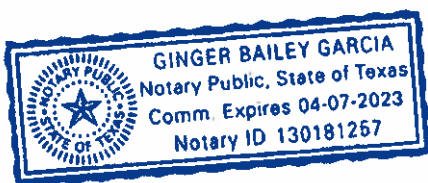
1/27/2020
 Date:

STATE OF TEXAS

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COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 27th day of January, 2020 by John V. Schneider Attorney-in-Fact of Occidental Permian Manager, LLC, a Delaware limited liability company, on behalf of Occidental Permian Limited Partnership, a ~~Delaware~~ limited partnership.



Ginger Bailey Garcia
 Notary Public, State of Texas

EXHIBIT "A"
 Plat of Communitized Area covering
 Lots 1-4 of Section 4, T20S, R31E, N.M.P.M.
 Lot 1 of Section 5, T20S, R31E, N.M.P.M.
 Eddy County, NM

Big Eddy Unit D14 Fed Com 269H
 Bone Spring Formation

		SHL					BHL
			Tract 1 Lot 1 - Sec 5 Lot 4 - Sec 4 (75.58 ac) NMLC 068408		Tract 2 Lots 1 - 3 (113.96 ac) NMNM 04557		
Section 5 T20S-31E				Section 4 T20S-31E			

EXHIBIT "B"

To Communitization Agreement Dated October 14, 2016, embracing the following described land in Eddy County, New Mexico.

Operator of Communitized Area: **XTO Permian Operating, LLC**

DESCRIPTION OF LEASES COMMITTED**Tract No. 1**

Lease Serial Number:	NMLC 068408
Lease Date:	November 1, 1951
Lease Term:	5 Years
Lessor:	United States of America
Lessee:	Woodlan P. Saunders
Present Lessee:	XTO Delaware Basin, LLC
	Insofar only as said lease covers:
Description of Land Committed:	Township 20 South, Range 31 East, N.M.P.M., Eddy County, NM
	Section 4: Lot 4 – 37.84 ac
	Section 5: Lot 1 – 37.74 ac
Number of Acres:	75.58
Royalty Rate:	12.50%
Name and Percent of ORRI Owners:	None
WI Owners and Interests:	XTO Delaware Basin, LLC – 50%
	Occidental Permian Limited Partnership – 50%

Tract No. 2

Lease Serial Number:	NMNM 04557
Lease Date:	August 1, 1952
Lease Term:	5 Years
Lessor:	United States of America
Lessee:	Frances Price
Present Lessee:	XTO Delaware Basin, LLC
	Insofar only as said lease covers:
Description of Land Committed:	Township 20 South, Range 31 East, N.M.P.M., Eddy County, NM
	Section 4: Lot 1 – 38.06 ac, Lot 2 – 37.99 ac and Lot 3 – 37.91 ac
Number of Acres:	113.96
Royalty Rate:	12.50%
Name and Percent of ORRI Owners:	None
WI Owners and Interests:	XTO Delaware Basin, LLC – 50%
	Occidental Permian Limited Partnership – 50%

EXHIBIT "B"

To Communitization Agreement Dated October 14, 2014, embracing the following described land in Eddy County, New Mexico.

Operator of Communitized Area: **XTO Permian Operating, LLC**

DESCRIPTION OF LEASES COMMITTED**Tract No. 1**

Lease Serial Number: NMLC 068408
Lease Date: November 1, 1951
Lease Term: 5 Years
Lessor: United States of America
Lessee: Woodlan P. Saunders
Present Lessee: XTO Delaware Basin, LLC
Insofar only as said lease covers:
Description of Land Committed: Township 20 South, Range 31 East, N.M.P.M., Eddy County, NM
Section 4: Lot 4 – 37.84 ac
Section 5: Lot 1 – 37.74 ac
Number of Acres: 75.58
Royalty Rate: 12.50%
Name and Percent of ORRI Owners: None
WI Owners and Interests: XTO Delaware Basin, LLC – 50%
Occidental Permian Limited Partnership – 50%

Tract No. 2

Lease Serial Number: NMNM 04557
Lease Date: August 1, 1952
Lease Term: 5 Years
Lessor: United States of America
Lessee: Frances Price
Present Lessee: XTO Delaware Basin, LLC
Insofar only as said lease covers:
Description of Land Committed: Township 20 South, Range 31 East, N.M.P.M., Eddy County, NM
Section 4: Lot 1 – 38.06 ac, Lot 2 – 37.99 ac and Lot 3 – 37.91 ac
Number of Acres: 113.96
Royalty Rate: 12.50%
Name and Percent of ORRI Owners: None
WI Owners and Interests: XTO Delaware Basin, LLC – 50%
Occidental Permian Limited Partnership – 50%

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest In Communitized Area</u>
1	75.58	39.875488%
2	113.96	60.124512%
Total	189.54	100.000000%