

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

**APPLICATION OF ROBERT L. BAYLESS, PRODUCER LLC
FOR APPROVAL OF THE LA JARA MANCOS UNIT,
CREATION OF A NEW POOL FOR HORIZONTAL
DEVELOPMENT WITHIN THE UNIT,
AND FOR ALLOWANCE OF 660 FOOT SETBACKS FROM
THE EXTERIOR OF THE PROPOSED UNIT,
RIO ARriba COUNTY, NEW MEXICO.**

CASE NO. 15, 946

EXHIBIT NOTEBOOK

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EXHIBIT LIST

No. 1 – Proposed Unit Map

No. 2 – Federal/Fee Unit Agreement – including sub-exhibits A through C to the Unit Agreement

No. 3 – BLM Preliminary Unit Approval Letter

No. 4 – Preliminary Map of Development

No. 5 – Affidavit of Notice

No. 6 – Newspaper Affidavit of Publication

No. 7 – Request for Suspense of Lease filed with BLM

No. 8 – Unit Type Log

No. 9 – Regional Location Map

No. 10 – Industry Activity Map

No. 11 – Greenhorn Structure Map

No. 12 – Greenhorn Depth Map

No. 13 – Mancos Cross Section A

No. 14 – Mancos Cross Section B

No. 15 – Mancos Cross Section C

No. 16 – Gallup “A Pay” Interval Isopach

No. 17 – Gallup “B Pay” Interval Isopach

No. 18 – Total Gallup Net Pay Isopach

No. 19—Map of Unit reflecting Campo Gallup Pool

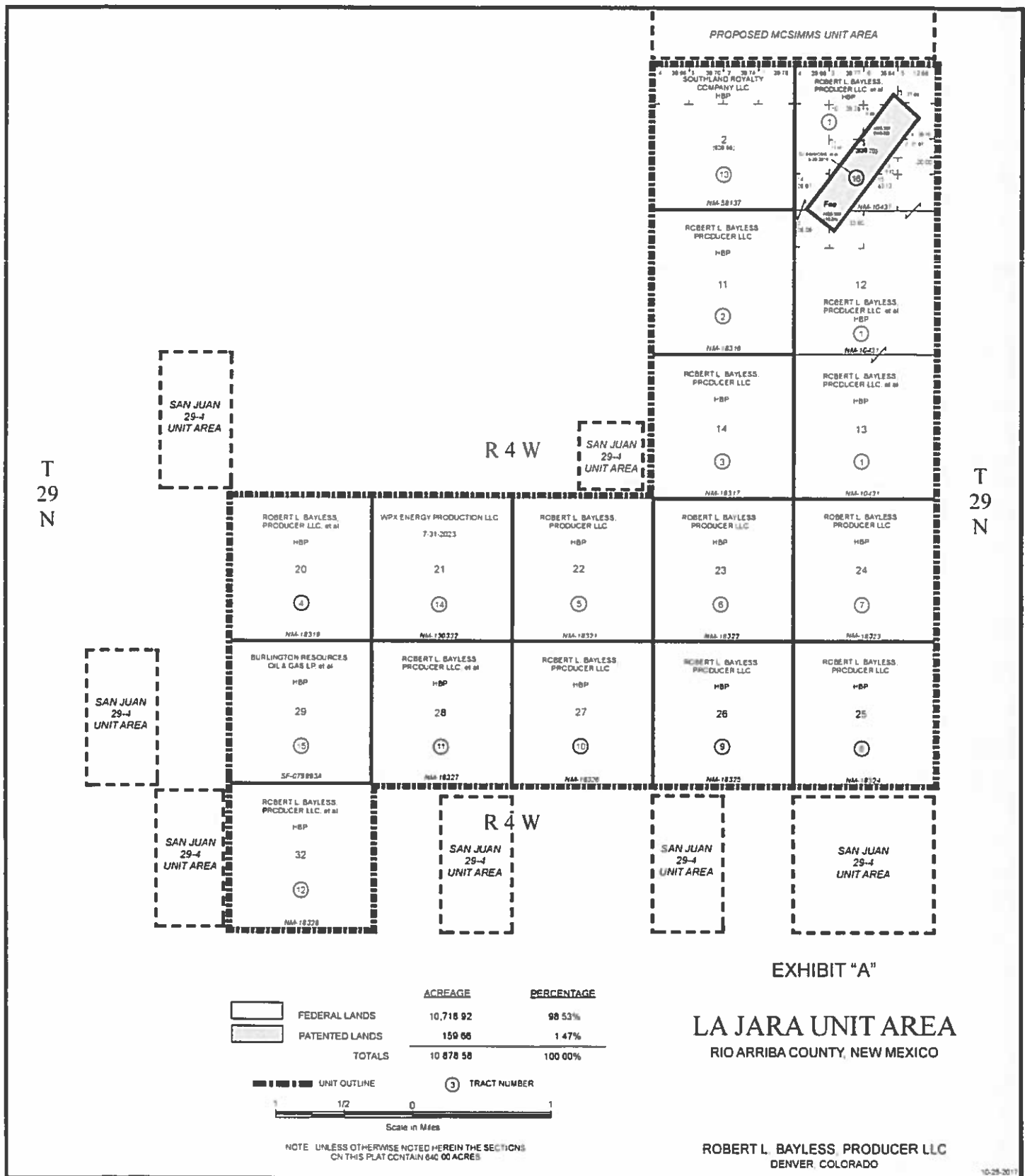


EXHIBIT 1

FEDERAL/FEE
EXPLORATORY UNIT

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE

LA JARA MANCOS UNIT AREA
RIO ARRIBA COUNTY, NEW MEXICO

NO. _____X

EXHIBIT 2

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE

LA JARA MANCOS UNIT AREA

COUNTY OF RIO ARriba STATE OF NEW MEXICO

NO NMNM _____X

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FEDERAL / FEE EXPLORATORY UNIT

FEDERAL / FEE EXPLORATORY UNITS UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION OF THE

LA JARA MANCOS UNIT AREA

COUNTY OF RIO ARriba STATE OF NEW MEXICO
NO. NMNM _____ X

THIS AGREEMENT, entered into as of the ____ day of _____, 2017, by and between the parties subscribing, ratifying, or consenting hereto and herein referred to as the "parties hereto".

THIS AGREEMENT is limited in applicability to wells containing a lateral or laterals drilled, completed or recompleted so that horizontal component of the completion interval extends at least one thousand feet (1,000') in the objective formation ("Horizontal Well(s)"). All pre-existing and future vertical wells within the Unit boundary drilled and completed in the Mancos Group (see 3. UNITIZED LAND AND UNITIZED SUBSTANCES) are excluded from this Agreement.

WITNESSETH

WHEREAS, the parties hereto are the owners of working, royalty or other oil and gas interests in the unit area subject to this agreement and

WHEREAS, the Mineral Leasing Act of February 25, 1920, 41 Statute 437, as amended, 30 U.S.C. Section 181 et seq., authorizes Federal lessees and their representatives to unite with each other or jointly or separately with others, in collectively adopting and operating a unit plan of development or operations of any oil and gas pool, field, or like area, or any part thereof for the purpose of more properly conserving the natural resources thereof whenever determined and certified by the Secretary of the Interior to be necessary or advisable in the public interest and

WHEREAS, the Oil Conservation Division of the New Mexico Energy and Minerals Department, hereinafter referred to as "Division", is authorized by an act of the Legislature (Chapter 70 and 71, NM Statutes 1978 Annotated) to approve this agreement and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interests in the La Jara Mancos Unit Area covering the land hereinafter described to give reasonably effective control of operations therein and

WHEREAS, it is the purpose of the parties hereto to conserve natural resources, prevent waste, and secure other benefits obtainable through development and operation of the area subject to this agreement under the terms, conditions, and limitations herein set forth

NOW, THEREFORE, in consideration of the premises and the promises herein contained, the parties hereto commit to this agreement their respective interests in the below-defined unit area, and agree severally among themselves as follows.

1. ENABLING ACT AND REGULATIONS The Acts of March 3, 1909 and of February 25, 1920, as amended, supra, and all valid pertinent regulations including operating and unit plan regulations, heretofore issued thereunder or valid, pertinent and reasonable regulations hereafter issued thereunder are accepted and made a part of this agreement as to Federal and Indian trust lands, provided such regulations are not inconsistent with the terms of this agreement; and as to non-Federal and non-Indian trust lands, the oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations, not inconsistent with the terms hereof or the laws of the State in which the non-Federal land is located, are hereby accepted and made a part of this agreement.

2. UNIT AREA. The following described land is hereby designated and recognized as constituting the unit area.

See map attached hereto marked as Exhibit "A" is hereby designated and recognized as constituting the Unit Area containing:

10,878.58 acres more or less

Exhibit "A" shows, in addition to the boundary of the unit area, the boundaries and identity of tracts and leases in said area to the extent known to the Unit Operator. Exhibit "B" attached hereto is a schedule showing to the extent known to the Unit Operator, the acreage, percentage, and kind of ownership of oil and gas interests in all lands in the unit area. However, nothing herein or in Exhibits "A" and "B" shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in the Exhibits as owned by such party. Exhibits "A" and "B" shall be revised by the Unit Operator whenever changes in the unit area or in the ownership interests in the individual tracts render such revision necessary, or when requested by the Authorized Officer, hereinafter referred to as "AO", and not less than four (4) copies of the revised Exhibits shall be filed with the proper Bureau of Land Management office and one (1) copy with the New Mexico Oil Conservation Division of the Energy and Minerals Department, hereinafter referred to as "Division."

The above-described unit area shall, when practicable, be expanded to include therein any additional lands whenever such expansion is deemed to be necessary or advisable to conform with the purposes of this agreement. Such expansion shall be affected in the following manner:

(a) Unit Operator, on its own motion (after preliminary concurrence by the AO, or on demand of the AO (after preliminary concurrence by the AO)) shall prepare a Notice of Proposed Expansion describing the contemplated changes in the boundaries of the unit area, the reasons therefor, any plans for additional drilling, and the proposed effective date of the expansion, preferably the first day of a month subsequent to the date of notice.

(b) Said notice shall be delivered to the proper Bureau of Land Management office and copies thereof mailed to the last known address of each working interest owner, lessee and lessor whose interest are affected, advising that 30 days will be allowed for submission to the Unit Operator of any objections.

(c) Upon expiration of the 30-day period provided in the preceding item (b) hereof, Unit Operator shall file with the AO and the Division, evidence of mailing of the Notice of Expansion and a copy of any objections thereto which have been filed with Unit Operator together with an application in triplicate, for approval of such expansion and with appropriate joinders.

(d) After due consideration of all pertinent information, the expansion shall, upon approval by the AO, become effective as of the date prescribed in the notice thereof or such other appropriate date.

3. UNITIZED LAND AND UNITIZED SUBSTANCES All land now or hereafter committed to this agreement shall constitute land referred to herein as "unitized land" or "land subject to this agreement". All oil and gas in the Mancos Shale Formation, including genetically related rocks below the stratigraphic equivalent of the top of the Mancos Shale Formation (which is the base of Point Lookout Sandstone of the Mesaverde Group) at a measured depth of 6,824 feet down to the stratigraphic equivalent of the base of the Mancos Shale Formation (which is the top of the Dakota Sandstone) at a measured depth of 8,586 feet as encountered in the San Juan 29-4 Unit No. 24 well in the NE4 of Section 8, Township 29 North, Range 4 West, N M P M (API #30-039-22844), are unitized under the terms of this agreement and herein are called "unitized substances" (see type log attached as Exhibit "C").

4. UNIT OPERATOR Robert L. Bayless, Producer LLC, hereby designated as Unit Operator and by signature hereto as Unit Operator agrees and consents to accept the duties and obligations of Unit Operator for the discovery, development, and production of unitized substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in the capacity and not as an owner of interest in unitized substances, and the term "working interest owner" when used herein shall include or refer to Unit Operator as the owner of a working interest only when such an interest is owned by it.

5. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time prior to the establishment of unitized production or areas hereunder, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and terminate Unit Operator's rights as such for a period of six (6) months after notice of intention to resign has been served by Unit Operator on all working interest owners and the AO and the Division, and until all wells then drilled hereunder are placed in a satisfactory condition for suspension or abandonment, whichever is required by the AO and the Division as to State Lands unless a new Unit Operator shall have been selected and approved and shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

Unit Operator shall have the right to resign in like manner and subject to like limitations as above provided at any time after a producing unit area established hereunder is in existence, but in all instances of resignation or removal, until a successor Unit Operator is selected and approved as hereinafter provided, the working interest owners shall be jointly responsible for performance of the duties of Unit Operator, and shall not later than thirty (30) days before such resignation or removal becomes effective appoint a common agent to represent them in any action to be taken hereunder.

The resignation of Unit Operator shall not release Unit Operator from any liability for any default by it hereunder occurring prior to the effective date of its resignation.

The Unit Operator may, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by the same percentage vote of the owners of working interests as herein provided for the selection of a new Unit Operator. Such removal shall be effective upon notice thereof to the AO.

The resignation or removal of Unit Operator under this agreement shall not terminate its right, title, or interest as the owner of a working interest or other interest in unitized substances, but upon the resignation or removal of Unit Operator becoming effective, such Unit Operator shall deliver possession of all wells, equipment, materials, and appurtenances used in conducting the unit operations to the newly qualified successor Unit Operator or to the common agent, if no such new Unit Operator is selected, elected, to be used for the purpose of conducting unit operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equipment, or appurtenances needed for the preservation of any wells.

6. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender his or its resignation as Unit Operator or shall be removed as hereinabove provided, or a change of Unit Operator as negotiated by the working interest owners, the owners of the working interests according to their respective acreage interest in all unitized land shall, pursuant to the approval of the parties requirements of the unit operating agreement, select a successor Unit Operator. Such selection shall not become effective until:

- (a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and
- (b) the selection shall have been approved by the AO.

If no successor Unit Operator is selected and qualified as herein provided, the AO at their election may declare this unit agreement terminated.

7. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT. If the Unit Operator is not the sole owner of working interests, costs and expenses incurred by Unit Operator in conducting unit operations hereunder shall be paid and apportioned among and borne by the owners of working interests, all in accordance with the agreement or agreements entered into by and between the Unit Operator and the owners of working interests, whether one or more, separately or collectively. Any agreement or agreements entered into between the working interest owners and the Unit Operator as provided in this section, whether one or more, are herein referred to as the "unit operating agreement." Such unit operating agreement shall also provide the manner in which the working interest owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases, or other independent contracts, and such other rights and obligations as between Unit Operator and the working interest owners as may be agreed upon by Unit Operator and the working interest owners, however, no such unit operating agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the Unit Operator of any right or obligation established under this unit agreement, and in case of any inconsistency or conflict between this agreement and the unit operating agreement, this agreement shall govern. Two copies of any unit operating agreement executed pursuant to this section shall be filed in the proper Bureau of Land Management office and one true copy with the Division prior to approval of this unit agreement.

8. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR. Except as otherwise specifically provided herein, the exclusive right, privilege, and duty of exercising any and all rights of the parties hereto which are necessary or convenient for prospecting for, producing, storing, allocating, and distributing the unitized substances are hereby delegated to and shall be exercised by the Unit Operator as herein provided. Acceptable evidence of title to said rights shall be deposited with Unit Operator and, together with this agreement, shall constitute and define the rights, privileges, and obligations of Unit Operator. Nothing herein, however, shall be construed to transfer title to any land or to any lease or operating agreement, it being understood that under this agreement the Unit Operator, in its capacity as Unit Operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.

9. DRILLING TO DISCOVERY. Within six (6) months after the effective date hereof, the Unit Operator shall commence to drill an adequate test well at a location approved by the AO, unless on such effective date a well is being drilled in conformity with the terms hereof, and thereafter continue such drilling diligently until a 3,000 foot horizontal lateral in the Mancos Shale Group has been tested which can be produced in paying quantities (to-wit: quantities sufficient to repay the costs of drilling, completing, and producing operations, with a reasonable profit) or the Unit Operator shall at any time establish to the satisfaction of the AO, that further drilling of said well would be unwarranted or impracticable, provided, however, that Unit Operator shall not in any event be required to drill said well to a measured depth in excess of 10,500 feet. Until the discovery of unitized substances capable of being produced in paying quantities, the Unit Operator shall continue drilling one well at a time, allowing not more than one (1) year between the completion of one well and the commencement of drilling operations for the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of the AO until it is reasonably proved that the unitized land is incapable of producing unitized substances in paying quantities in the formations drilled hereunder. Nothing in this section shall be deemed to limit the right of the Unit Operator to resign as provided in Section 5 hereof, or as requiring Unit Operator to commence or continue any drilling during the period pending such resignation becoming effective in order to comply with the requirements of this section.

The AO may modify any of the drilling requirements of this section by granting reasonable extensions of time when, in their opinion, such action is warranted.

Upon failure to commence any well as provided for in this section within the time allowed including any extension of time granted by the AO this agreement will automatically terminate. Upon failure to continue drilling diligently any well commenced hereunder, the AO may, after fifteen (15) days notice to the Unit Operator, declare this unit agreement terminated. The parties to this agreement may not initiate a request to voluntarily terminate this agreement during the first six (6) months of its term unless at least one obligation well has been drilled in accordance with the provisions of this section. The failure to commence a well subsequent to the drilling of the initial obligation well, or in the case of multiple well requirements, if specified, subsequent to the drilling of those multiple wells, as provided for in this (these) section(s), within the time allowed including any extension of time granted by the AO, shall cause this agreement to terminate automatically. Upon failure to continue drilling diligently any well other than the obligation well(s) commenced hereunder, the AO may, after 15 days notice to the Unit Operator, declare this unit agreement terminated. Failure to commence drilling the initial obligation well, or the first of multiple obligation wells, on time and to drill it diligently shall result in the unit agreement approval being declared invalid ab initio by the AO. In the case of multiple well requirements, failure to commence drilling the required multiple wells beyond the first well, and to drill them diligently, may result in the unit agreement approval being declared invalid ab initio by the AO.

10. PLAN OF FURTHER DEVELOPMENT AND OPERATION. Within twelve (12) months after completion of a well capable of producing unitized substances in paying quantities, the Unit Operator shall submit for the approval of the AO, an acceptable plan of development and operation for the unitized land which, when approved by the AO and the Division, shall constitute the further drilling and development obligations of the Unit Operator under this agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for the approval of the AO, a plan for an additional specified period for the development and operation of the unitized land. Subsequent plans should normally be filed on a calendar year basis not later than March 1 each year. Any proposed modification or addition to the existing plan should be filed as a supplement to the plan.

Any plan submitted pursuant to this section shall provide for the timely exploration of the unitized area, and for the diligent drilling necessary for determination of the area or areas capable of producing unitized substances in paying quantities. This plan shall be as complete and adequate as the AO and the Division may determine to be necessary for timely development and proper conservation of the oil and gas resources of the unitized area and shall

- (a) specify the number and locations of any wells to be drilled and the proposed order and time for such drilling; and
- (b) provide a summary of operations and production for the previous year

Plans shall be modified or supplemented when necessary to meet changed conditions or to protect the interests of all parties to this agreement. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of development and operation. The AO and the Division are authorized to grant a reasonable extension of the 12-month period herein prescribed for submission of an initial plan of development and on operation where such action is justified because of unusual conditions or circumstances

After completion of a well capable of producing unitized substances in paying quantities, no further wells, except such as may be necessary to afford protection against operations not under this agreement and such as may be specifically approved by the AO and the Division shall be drilled except in accordance with an approved plan of development and operation

11. ALLOCATION OF PRODUCTION All unitized substances produced under this agreement, except any part thereof used in conformity with good operating practices within the unitized area for drilling, operating, and other production or development purposes, or for repressuring or recycling in accordance with a plan of development and operations that has been approved by the AO, or unavoidably lost shall be deemed to be produced equally on an acreage basis from the several tracts of unitized land, unleased Federal and Indian trust land, if any. Each such tract shall have allocated to it such percentage of said production as the number of acres of such tract bears to the total acres of unitized land, unleased Federal and Indian trust land, if any. There shall be allocated to the working interest owners of each tract of unitized land, in addition, such percentage of the production attributable to the unleased Federal and Indian trust land within the unitized area as the number of acres of such unitized tract included in said unitized area bears to the total acres of unitized land in said unitized area, for the payment of the compensatory royalty specified in section 15 of this agreement. Allocation of production hereunder for purposes other than for settlement of the royalty, overriding royalty, or payment out of production obligations of the respective working interest owners, including compensatory royalty obligations under section 15, shall be prescribed as set forth in the unit operating agreement or as otherwise mutually agreed by the affected parties.

12. ROYALTY SETTLEMENT. The United States and any royalty owner who is entitled to take in kind a share of the substances now unitized hereunder shall hereafter be entitled to the right to take in kind its share of the unitized substances, and Unit Operator, or the working interest owner in case of the operation of a well by a working interest owner as herein provided for in special cases, shall make deliveries of such royalty share taken in kind in conformity with the applicable contracts, laws, and regulations. Settlement for royalty interest not taken in kind shall be made by working interest owners responsible therefore under existing contracts, laws and regulations, or by the Unit Operator on or before the last day of each month for unitized substances produced during the preceding calendar month, provided, however, that nothing in this section shall operate to relieve the responsible parties of any land from their respective lease obligations for the payment of any royalties due under their leases.

If gas obtained from lands not subject to this agreement is introduced into the unit area hereunder, for use in repressuring, stimulation of production or increasing ultimate recovery in conformity with a plan of development and operation approved by the AO and the Division, a like amount of gas, after settlement as herein provided for any gas transferred from any other area and with appropriate deduction for loss from any cause, may be withdrawn from the formation into which the gas is introduced, royalty free as to dry gas, but not as to any products which may be extracted therefrom; provided that such withdrawal shall be at such time as may be provided in the approved plan of development and operation or as may otherwise be consented to by the AO, and the Division as conforming to good petroleum engineering practice, and provided further, that such right of withdrawal shall terminate on the termination of this Unit Agreement.

Royalty due on United States and Indian trust lands shall be computed as provided in 30 CFR Group 200 and paid in value or delivered in kind as to all unitized substances on the basis of the amounts thereof allocated to unitized land as provided in Section 11 at the rates specified in the respective lease, or at such other rate or rates as may be authorized by law or regulation and approved by the AO; provided, that for leases on which the royalty rate depends on the daily average production per well, said average production shall be determined in accordance with the operating regulations as though the unitized area were a single consolidated lease.

13. RENTAL SETTLEMENT. Rental or minimum royalties due on leases committed hereto shall be paid by appropriate working interest owners under existing contracts, laws, and regulations, provided that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any rental or minimum royalty due under their leases. Rental or minimum royalty for lands of the United States and Indian trust lands subject to this agreement shall be paid at the rate specified in the respective leases from the United States, and Indian trust lands, unless such rental or minimum royalty is waived, suspended, or reduced by law or by approval of the Secretary or his duly authorized representative.

With respect to any lease on non-federal or non-Indian trust land containing provisions which would terminate such lease unless drilling operations are commenced upon the land covered thereby within the time therein specified or rentals are paid for the privilege of deferring such drilling operations, the rentals required thereby shall, notwithstanding any other provision of this agreement, be deemed to accrue and become payable during the term thereof as extended by this agreement and until the required drilling operations are commenced upon the land covered thereby, or until the unit area establishes production

14. CONSERVATION Operations hereunder and production of unitized substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste as defined by or pursuant to State or Federal law or regulation.

15. DRAINAGE The Unit Operator shall take such measures as the AO deems appropriate and adequate to prevent drainage of unitized substances for unitized land by wells on land not subject to this agreement, which shall include the drilling of protective wells and which may include the payment of a fair and reasonable compensatory royalty, as determined by the AO.

16. LEASES AND CONTRACTS CONFORMED AND EXTENDED The terms, conditions, and provisions of all leases, subleases, and other contracts relating to exploration, drilling, development, or operation for oil or gas on lands committed to this agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect; and the parties hereto hereby consent that the Secretary, as to Federal, each by his approval hereof, or by the approval hereof by his duly authorized representative, shall and does hereby establish, alter, change, or revoke the drilling, producing, rental minimum royalty, and royalty requirements of Federal, State committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this agreement, and, without limiting the generality of the foregoing, all leases, subleases, and contracts are particularly modified in accordance with the following:

- (a) The development and operation of lands subject to this agreement under the terms hereof shall be deemed full performance of all obligations for development and operation with respect to each and every separately owned tract subject to this agreement, regardless of whether there is any development of any particular tract of this unit area.
- (b) Drilling and producing operations performed hereunder upon any tract of unitized lands will be accepted and deemed to be performed upon and for the benefit of each and every tract of unitized land, and no lease shall be deemed to expire by reason of failure to drill or produce wells situated on the land therein embraced.
- (b) Suspension of drilling or producing operations on all unitized lands pursuant to direction or consent of the AO or his duly authorized representative shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every tract of unitized land. A suspension of drilling or producing operations limited to specified lands shall be applicable only to such lands
- (d) Each lease, sublease or contract relating to the exploration, drilling, development, or operation for oil or gas of lands other than those of the United States committed to this agreement which, by its terms might expire prior to the termination of this agreement, is hereby extended beyond any such terms so provided therein so that it shall be continued in full force and effect for and during the term of this agreement.

(e) Any Federal lease committed hereto shall continue in force beyond the term so provided therein or by law as to the land committed so long as such lease remains subject hereto, provided that a well capable of production of unitized substances in paying quantities is established in paying quantities under this unit agreement prior to the expiration date of the term of such lease, or in the event actual drilling operations are commenced on unitized land, in accordance with provisions of this agreement, prior to the end of the primary term of such lease and are being diligently prosecuted at that time, such Federal lease shall be extended for two years, and so long thereafter as oil or gas is produced in paying quantities in accordance with the provisions of the Act of February 25, 1920, as amended. Any Indian lease committed hereto shall continue in force beyond the term so provided therein or by law as to the land committed so long as such lease remains subject hereto, provided that production of Unitized Substances in paying quantities is established under this Unit Agreement prior to the expiration date of the term of such lease and such lease shall be extended for so long thereafter as oil or gas is produced in paying quantities in accordance with the provisions of the acts governing the leasing of Indian lands.

(f) Each sublease or contract relating to the operation and development of unitized substances from lands of the United States committed to this agreement, which by its terms would expire prior to the time at which the underlying lease, as extended by the immediately preceding paragraph, will expire, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of the underlying lease as such term is herein extended.

(g) The segregation of any Federal lease committed to this agreement is governed by the following provision in the fourth paragraph of Section 17 (j) of the Mineral Leasing Act, as amended by the Act of September 2, 1960, (74 Stat. 781-784) (30 U.S.C. 226 (m)): "Any (Federal) lease heretofore or hereafter committed to any such (Unit) plan embracing lands that are in part within and in part outside the area covered by any such plan shall be segregated into separate leases as to the lands committed and the lands not committed as of the effective date of unitization. Provided, however that any such lease as to non-unitized portion shall continue in force and effect for the term thereof, but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities."

17 COVENANTS RUN WITH LAND. The covenants herein shall be construed to be covenants running with the land with respect to the interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer or conveyance of interest in land or lease subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest. No assignment or transfer of any working interest, royalty, or other interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, photo static, or certified copy of the instrument of transfer.

18 EFFECTIVE DATE AND TERM. This agreement shall become effective when approved by the AO and shall automatically terminate five (5) years from said effective date unless:

(a) Upon application by the Unit Operator such date of expiration is extended by the AO; or

(b) It is reasonably determined prior to the expiration of the fixed terms or any extension thereof that the unitized land is incapable of production of unitized substances in paying quantities in the formations tested hereunder, and after notice of intention to terminate this agreement on such ground is given by the Unit Operator to all parties in interest at their last known addresses, this agreement is terminated, with approval of the AO; or

(c) a valuable discovery of unitized substances in paying quantities has been made or accepted on unitized land during said initial term or any extension thereof, in which event this agreement shall remain in effect for such term and so long thereafter as unitized substances can be produced as to Federal or Indian trust lands and are being produced as to State lands in quantities sufficient to pay for the cost of producing same from wells on unitized land. Should production cease and diligent drilling or re-working operations to restore production or new production are not in progress or re-working within sixty (60) days and production is not restored or should new production not be obtained in paying quantities on committed lands within this unit area, this agreement will automatically terminate effective the last day of the month in which the last unitized production occurred; or

(d) It is voluntarily terminated as provided in this agreement. Except as noted herein this agreement may be terminated at any time prior to the discovery of unitized substances which can be produced in paying quantities by not less than 75 per centum, on an acreage basis, of the working interest owners signatory hereto, with the approval of the AO. The Unit Operator shall give notice of any such approval to all parties hereto. Voluntary termination may not occur during the first six (6) months of this agreement unless at least one obligation well shall have been drilled in conformance with Section 9.

19 RATE OF PROSPECTING, DEVELOPMENT, AND PRODUCTION. The AO is hereby vested with authority to alter or modify from time to time, in his discretion, the quantity and rate of production under this agreement when such quantity and rate are not fixed pursuant to Federal or State law, or do not conform to any State-wide voluntary conservation or allocation program which is established, recognized, and generally adhered to by the majority of operators in such State. The above authority is hereby limited to alteration or modifications which are in the public interest. The public interest to be served and the purpose thereof must be stated in the order of alteration or modification. Without regard to the foregoing, the AO is also hereby vested with authority to alter or modify from time to time, in his discretion, the rate of prospecting and development and the quantity and rate of production under this agreement when such alteration or modification is in the interest of attaining the conservation objectives stated in this agreement and is not in violation of any applicable Federal or State law.

Powers in this section vested in the AO shall only be exercised after notice to Unit Operator and opportunity for hearing to be held not less than 15 days from notice.

20 APPEARANCES. Unit Operators shall, after notice to other parties affected, have the right to appear for and on behalf of any and all interest affected hereby before the Department of the Interior and the Division and to appeal from orders issued under the regulations of said Department and the Division or to apply for relief from any of said regulations, or in any proceedings relative to operations before the Department and the Division or any other legally constituted authority; provided, however, that any other interested party shall also have the right at its own expense to be heard in any such proceeding.

21 NOTICES. All notices, demands, or statements required hereunder to be given or rendered to the parties hereto shall be in writing and shall be personally delivered to the party or parties, or sent by postpaid registered or certified mail, to the last known address of the party or parties.

22 NO WAIVER OF CERTAIN RIGHTS. Nothing contained in this agreement shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State where unitized lands are located, or of the United States, or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive.

23 UNAVOIDABLE DELAY. All obligations under this agreement requiring the Unit Operator to commence or continue drilling, or to operate on, or produce unitized substances from any of the lands covered by this agreement, shall be suspended while the Unit Operator, despite the exercise of due care and diligence, is prevented from complying with such obligations, in whole or in part, by strikes, acts of God, Federal, State, or municipal law or agencies, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary materials or equipment in open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not.

24 NONDISCRIMINATION. In connection with the performance of work under this agreement the Unit Operator agrees to comply with all 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.

25 LOSS OF TITLE. In the event title to any tract of unitized land shall fail and the true owner cannot be induced to join in this unit agreement such tract shall be automatically regarded as not committed hereto, and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title to any royalty, working interest, or other interests subject thereto, payment or delivery on account thereof may be withheld without liability for interest until the dispute is finally settled; provided, that as to Federal and State lands or leases, no payments of funds due the United States should be withheld, but such funds shall be deposited as directed by the AO, to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

Unit Operator as such is relieved from any responsibility for any defect or failure of any title hereunder.

26. NON-JOINDER AND SUBSEQUENT JOINDER. If the owner of any substantial interest in a tract within the unit area fails or refuses to subscribe or consent to this agreement, the owner of the working interest in that tract may withdraw the tract from this agreement by written notice delivered to the proper Bureau of Land Management office, the Division, and the Unit Operator prior to the approval of this agreement by the AO. Any oil or gas interests in lands within the unit area not committed hereto prior to final approval may thereafter be committed hereto by the owner or owners thereof subscribing or consenting to this agreement and, if the interest is a working interest, by the owner of such interest only subscribing to the unit operating agreement.

After operations are commenced hereunder, the right of subsequent joinder, as provided in this section, by a working interest owner is subject to such requirements or approvals, if any, pertaining to such joinder, as may be provided for in the unit operating agreement. After final approval hereof, joinder by a non-working interest owner must be consented to in writing by the working interest owner committed hereto and responsible for the payment of any benefits that may accrue hereunder in behalf of such non-working interest. A non-working interest may not be committed to this unit agreement unless the corresponding working interest is committed hereto. Joinder to the unit agreement by a working interest owner, at any time, must be accompanied by appropriate joinder to the unit operating agreement in order for the interest to be regarded as committed to this agreement. Except as may otherwise herein be provided, subsequent joinders to this agreement shall be effective as of the date of the filing with the AO and the Division of duly executed counterparts of all or any papers necessary to establish effective commitment of any interest and/or tract to this agreement.

27. COUNTERPARTS. 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 those parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all such parties had signed the same document and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands within the above-described unit area.

28. SURRENDER. Nothing in this agreement shall prohibit the exercise by any working interest owner of the right to surrender vested in such party by any lease, sublease, or operating agreement as to all or any part of the lands covered thereby, provided that each party who will or might acquire such working interest by such surrender or by forfeiture as hereafter set forth, is bound by the terms of this agreement.

If, as a result of any such surrender, the working interest rights as to such lands become vested in any party other than the fee owner of the unitized substances, said party may forfeit such rights and further benefits from operation hereunder as to said land to the party next in the chain of title who shall be and become the owner of such working interest.

If, as a result of any such surrender or forfeiture, working interest rights become vested in the fee owner of the unitized substances, such owner may:

- (a) accept those working interest rights subject to this agreement and the unit operating agreement; or
- (b) lease the portion of such land subject to this agreement and the unit operating agreement; or
- (c) provide for the independent operation of any part of such land.

If the fee owner of the unitized substances does not accept the working interest rights subject to this agreement and the unit operating agreement or lease such lands as above provided within six (6) months after the surrender or forfeited working interest rights become vested in the fee owner, the benefits and obligations of operations accruing to such lands under this agreement and the unit operating agreement shall be shared by the remaining owners of unitized working interests in accordance with their respective working interest ownerships, and such owners of working interests shall compensate the fee owner of unitized substances in such lands by paying sums equal to the rentals, minimum royalties, and royalties applicable to such lands under the lease in effect when the lands were unitized.

An appropriate accounting and settlement shall be made for all benefits accruing to or payments and expenditures made or incurred on behalf of such surrendered or forfeited working interest subsequent to the date of surrender or forfeiture, and payment of any monies found to be owing by such an accounting shall be made as between the parties within thirty (30) days.

The exercise of any right vested in a working interest owner to reassign such working interest to the party from whom obtained shall be subject to the same conditions as set forth in this section in regard to the exercise of a right to surrender.

29. TAXES. The working interest owners shall tender and pay for their account and the account of the royalty owners all valid taxes on or measured by the unitized substances in and under or that may be produced, gathered and sold from the land covered by this agreement after its effective date, or upon the proceeds derived therefrom. The working interest owners on each tract shall and may charge the proper proportion of said taxes to royalty owners having interest in said tract, and may currently retain and deduct a sufficient amount of the unitized substances or derivative products, or net proceeds thereof, from the allocated share of each royalty owner to secure reimbursement for the taxes so paid. No such taxes shall be charged to the United States or the State of New Mexico or to any lessor who has a contract with his lessee which requires the lessee to pay such taxes.

30. NO PARTNERSHIP. It is expressly agreed that the relation of the parties hereto is that of independent contractors and nothing contained in this agreement, expressed or implied, nor any operations conducted hereunder, shall create or be deemed to have created a partnership or association between the parties hereto or any of them.

31. SURFACE AND ENVIRONMENTAL PROTECTION STIPULATIONS. Nothing in this agreement shall modify or change either the special Federal lease stipulations relating to surface management or such special Federal lease stipulations relating to surface and environmental protection, attached to and made a part of, Oil and Gas Leases covering lands within the Unit Area.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and have set opposite their respective names the date of execution.

Robert L. Bayless, Producer LLC

By _____
Robert L. Bayless, Jr.
Executive Manager

Date of Execution _____

Address 621 17th Street, Suite 2300
Denver, CO 80219

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on this _____ day of _____, 2017.

Robert L. Bayless, Jr. as Executive Manager of ROBERT L. BAYLESS, PRODUCER LLC

(Seal, if any)

Title (and Rank) _____

My commission expires: _____

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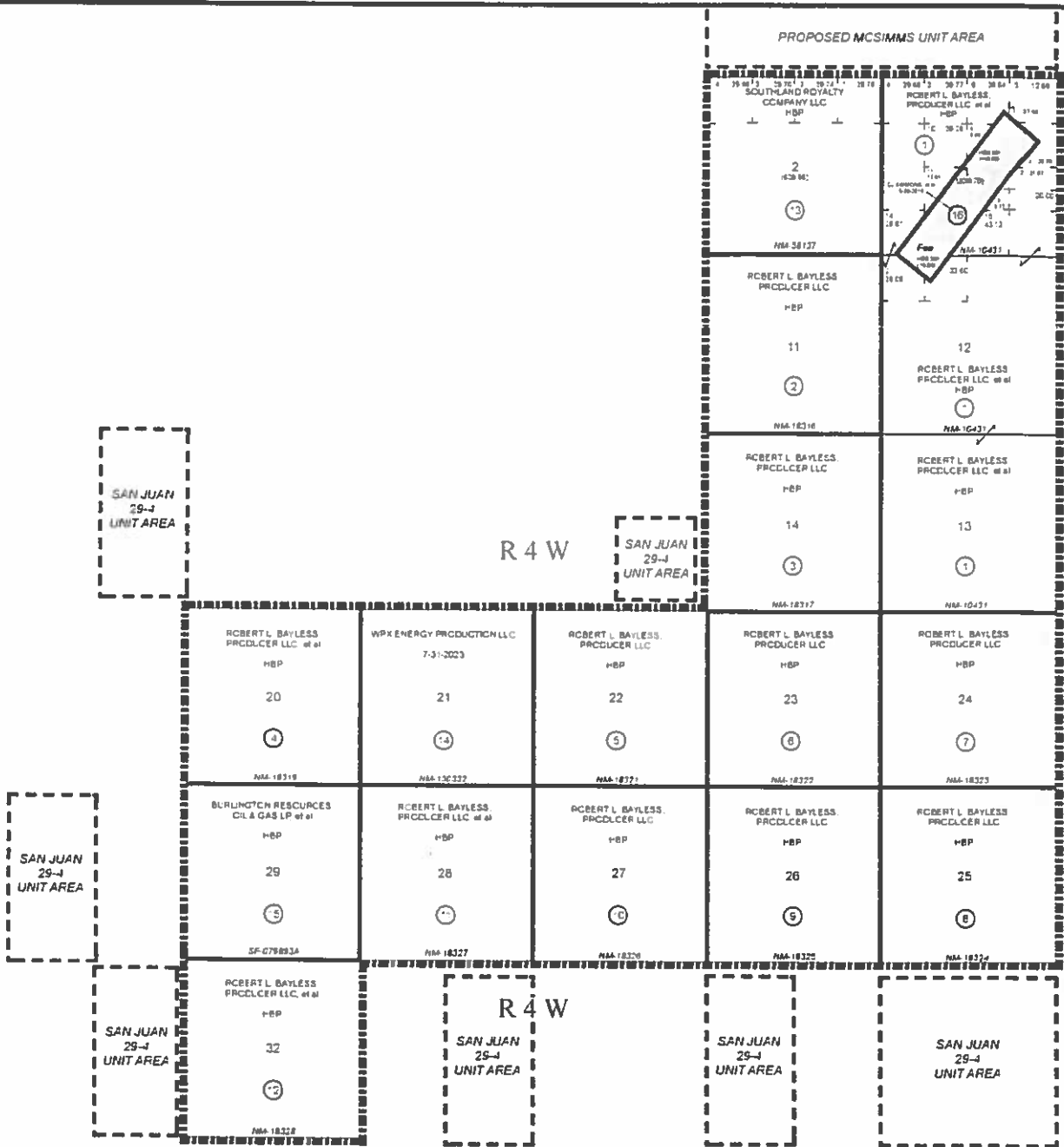


EXHIBIT "A"

LA JARA UNIT AREA RIO ARriba COUNTY, NEW MEXICO

	ACREAGE	PERCENTAGE
FEDERAL LANDS	10,718.92	98.53%
PATENTED LANDS	159.68	1.47%
TOTALS	10,878.58	100.00%

UNIT OUTLINE (3) TRACT NUMBER

Scale in Miles

NOTE: UNLESS OTHERWISE NOTED HEREIN THE SECTIONS ON THIS PLAT CONTAIN 640.00 ACRES

ROBERT L. BAYLESS, PRODUCER LLC
DENVER, COLORADO

EXHIBIT "B"
SCHEDULE SHOWING THE PERCENTAGE AND KIND OF OWNERSHIP OF OIL AND GAS INTERESTS
LA JARA MANCOS UNIT AREA
RIO ARRIPIA COUNTY, NEW MEXICO

Ownership reflected herein covers those formations lying below the stratigraphic equivalent of the top of the Mancos Shale Formation, which is the base of the Point Lookout Sandstone of the Mesaverde Group, at a measured depth of 6,824 feet down to the stratigraphic equivalent of the base of the Mancos Shale Formation, which is the top of the Dakota Sandstone, at a measured depth of 8,566 feet as encountered in the San Juan 28-4 Unit No. 24 well in the NE/4 of Section 8, Township 28 North, Range 4 West, N M P M, API #30-038-22844

10-25-2017

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER & EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE		LESSEE OF RECORD AND PERCENTAGE		OVERRIDING ROYALTY AND PERCENTAGE		WORKING INTEREST AND PERCENTAGE	
					PERCENTAGE		PERCENTAGE		PERCENTAGE		PERCENTAGE
FEDERAL LANDS:											
1.	T28N-R4W, NMPM Sec. 1: Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, SW/4NW/4, NW/4SW/4, SE/4SE/4, S2NE/4SE/4 Sec. 12: Lots 1, 2, NE/4, S2/NW/4, S/2 Sec. 13: All	1,760.04	NM-10431 Effective 10-1-1889 HBP	U.S.A. - All (12.5% royalty)		Burlington Resources Oil & Gas LP	100.00000%	Gene Grubitz III Trust R F Partners TOTAL	1.00000% 1.00000% 2.00000%	As to Sec. 1: Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, SW/4NW/4, NW/4SW/4, Sec. 12: E/2; Sec. 13: W/2; Robert L. Bayless, Producer LLC	100.00000%
2.	T28N-R4W, NMPM Sec. 11: All	640.00	NM-018316 Effective 5-1-1973 HBP	U.S.A. - All (12.5% royalty)		Synergy Operating LLC	100.00000%	None		Robert L. Bayless, Producer LLC	100.00000%
3.	T28N-R4W, NMPM Sec. 14: All	640.00	NM-018317 Effective 5-1-1973 HBP	U.S.A. - All (12.5% royalty)		Synergy Operating LLC	100.00000%	None		Robert L. Bayless, Producer LLC	100.00000%

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER & EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
4.	<u>T29N-R4W, NMPM</u> Sec. 20: All	640.00	NM-018319 Effective 5-1-1973 HBP	U.S.A. - All (12.5% royalty)	Synergy Operating LLC	100.00000% Bayless Grandchildren LLC SFT, LLC Schalk Family Legacy Trust John Trust Susan Trust TOTAL	7.5000% As to Sec. 20: S/2. 2.5000% Robert L. Bayless, Producer 1.2500% LLC 0.8250% 0.8250% As to the balance of the lands: 12.5000% Synergy Operating LLC 100.00000%
5.	<u>T29N-R4W, NMPM</u> Sec. 22: All	640.00	NM-018321 Effective 5-1-1973 HBP	U.S.A. - All (12.5% royalty)	SFT LLC	100.00000% None	Robert L. Bayless, Producer LLC 100.00000%
6.	<u>T29N-R4W, NMPM</u> Sec. 23: All	640.00	NM-018322 Effective 6-1-1973 HBP	U.S.A. - All (12.5% royalty)	SFT LLC	100.00000% None	Robert L. Bayless, Producer LLC 100.00000%
7.	<u>T29N-R4W, NMPM</u> Sec. 24: All	640.00	NM-018323 Effective 5-1-1973 HBP	U.S.A. - All (12.5% royalty)	Synergy Operating LLC	100.00000% None	Robert L. Bayless, Producer LLC 100.00000%
8.	<u>T29N-R4W, NMPM</u> Sec. 25: All	640.00	NM-018324 Effective 5-1-1973 HBP	U.S.A. - All (12.5% royalty)	SFT LLC	100.00000% None	Robert L. Bayless, Producer LLC 100.00000%

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER & EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
9.	<u>T28N-R4W, N1/4 Sec. 26: All</u>	640.00	NM-018325 Effective 5-1-1973 HBP	U.S.A. - All (12.5% royalty)	SFT LLC	None	Robert L. Bayless, Producer LLC 100.00000%
10.	<u>T28N-R4W, N1/4 Sec. 27: All</u>	640.00	NM-018326 Effective 5-1-1973 HBP	U.S.A. - All (12.5% royalty)	SFT LLC	None	Robert L. Bayless, Producer LLC 100.00000%
11.	<u>T28N-R4W, N1/4 Sec. 28: All</u>	640.00	NM-018327 Effective 5-1-1973 HBP	U.S.A. - All (12.5% royalty)	Synergy Operating LLC	None	As to Sec. 28: E/2: Robert L. Bayless, Producer LLC 100.00000% As to Sec. 28: W/2: Synergy Operating LLC 100.00000%
12.	<u>T28N-R4W, N1/4 Sec. 32: All</u>	640.00	NM-018328 Effective 5-1-1973 HBP	U.S.A. - All (12.5% royalty)	SFT LLC Burlington Resources Oil & Gas LP GEO Exploration Inc. TOTAL	Bayless Grandchildren LLC Schalk Family Legacy Trust John Trust Susan Trust TOTAL	As to Sec. 32: E/2: Robert L. Bayless, Producer LLC 100.00000% As to the remaining lands: SFT LLC 50.00000% Burlington Resources Oil & Gas LP 47.50000% GEO Exploration Inc. 2.50000% TOTAL 100.00000%

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER & EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
13.	<u>T28N-R4W-NMFM</u> Sec. 2; Lots 1, 2, 3, 4, S/2N/2, S/2	638.88	NM-058137 Effective 6-1-1985 HBP	U.S.A. - All (12.5% royalty)	Southland Royalty Co. LLC	None	Southland Royalty Co. LLC 100.0000%
14.	<u>T28N-R4W-NMFM</u> Sec. 21; All	640.00	NM-130332 Effective 8-1-2013 Expires 7/31/2023	U.S.A. - All (12.5% royalty)	WPX Energy Production LLC	None	WPX Energy Production LLC 100.0000%
15.	<u>T28N-R4W-NMFM</u> Sec. 28; All	640.00	SF-079893A Effective 4-1-1951 HBP	U.S.A. - All (12.5% royalty)	Burlington Resources Oil & Gas LP	None	Burlington Resources Oil & Gas LP 81.5500% N. B. Siam 4.3800% Harold Pool 4.3800% Heirs of M. A. Romero 3.1300% JABCO LLP 2.1800% Langdon D. Harrison Revocable Trust 2.1800% Ruth Zimmerman Trust 2.1100% Rio Arriba Limited Partnership 0.0400% Roy G. Barton, Sr. & Opal Barton Revocable Trust 0.0400% Tinnin Family Properties X, LLC 0.0100% The Tinnil LLC 0.0100% TOTAL 100.0000%

15	FEDERAL TRACTS	TOTALING	10,718.92	ACRES	OR	98.53%	OF	UNIT	AREA
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TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER & EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
PATENTED LANDS:							
16.	129N-R4W, NMPM Sec. 1 & 12: HES 281	159.66	Unleased	Melinda Archuleta Moon, Trustee of the Rose Archuleta-Trujillo Living Trust	18.66667%	Unleased	100.00000%
			Unleased	Andrea Lucero	18.66667%	Unleased	100.00000%
		9-20-2018		Artie F. Walker	11.11111%	D J Simmons Company	100.00000%
		9-20-2018		Karen F. Walker	11.11111%	D J Simmons Company	100.00000%
		9-20-2018		Rachel A. Walker	11.11111%	D J Simmons Company	100.00000%
		5-20-2018		Eleanor Gladida Trujillo	5.55556%	D J Simmons Company	100.00000%
		5-20-2018		Genevieve Rinerson	5.55556%	D J Simmons Company	100.00000%
		5-20-2018		Manuel Ferran	5.55556%	D J Simmons Company	100.00000%
		5-20-2018		Devens Carroll Myer, Trustee	4.16667%	D J Simmons Company	100.00000%
		4-25-2021		Gregory F. Myer	3.12500%	San Juan Basin Properties, LLC	100.00000%
						Classical Gas & Oil LLC	2.83334%
						Gypsum Springs LLC	0.75000%
						Petroleum Resource Management Corporation	0.75000%
						TOTAL	4.33334%
		12-13-2021		Nathan D. Myer	3.12500%	San Juan Basin Properties, LLC	100.00000%
		5-20-2018		Joan E. Hird	3.12500%	D J Simmons Company	100.00000%
		12-13-2021		Carroll D. Myer II	3.12500%	San Juan Basin Properties, LLC	100.00000%
				TOTAL	100.00000%		
1	PATENTED TRACTS	TOTALING	159.66		1.47%	OF	UNIT AREA

16	TRACTS	TOTALING	10,876.58	IN	UNIT	AREA
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LA JARA MANCOS UNIT AREA



Robert L. Eayless, Producer LLC

EXHIBIT C

La Jara Mancos Unit

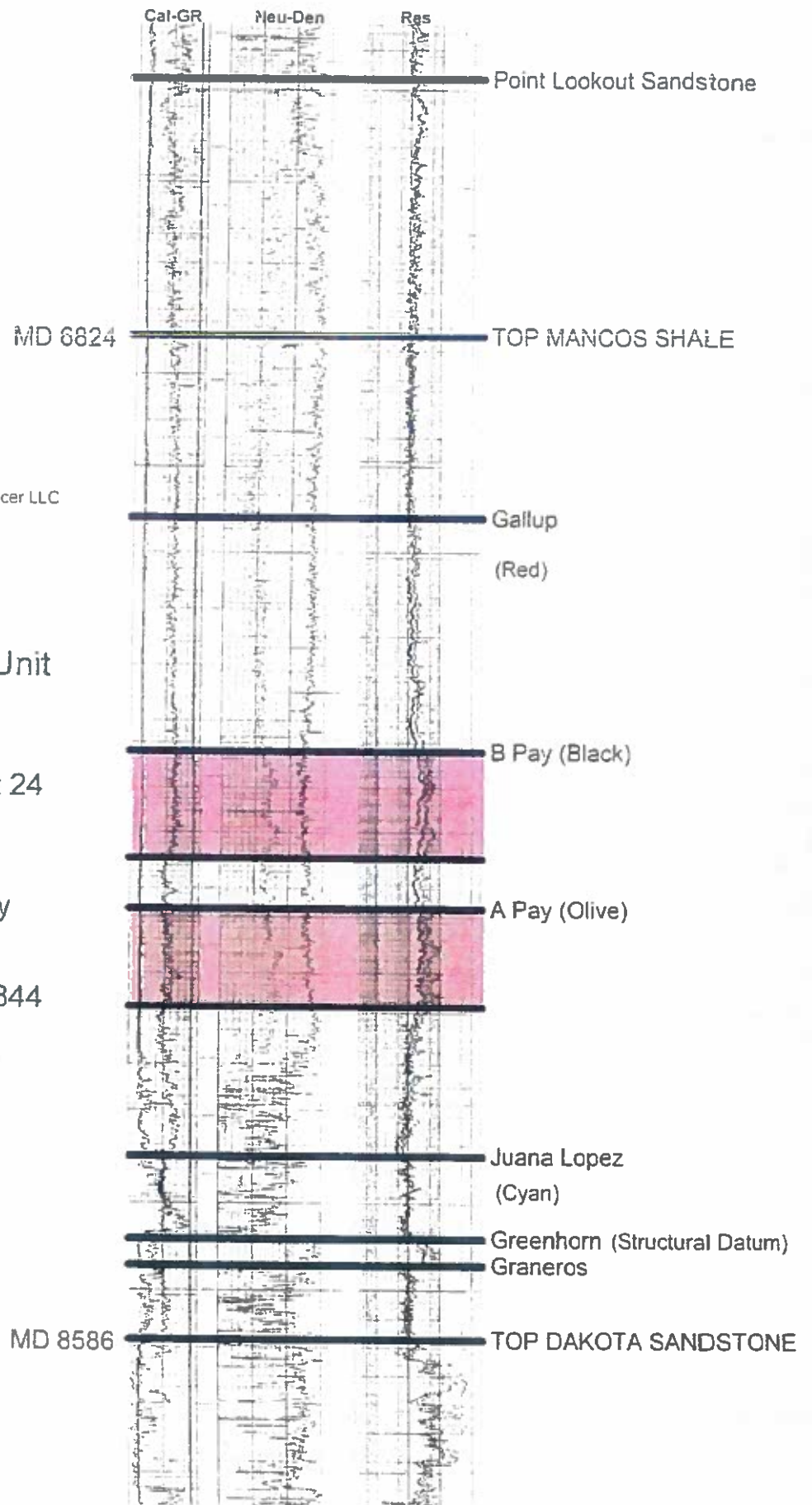
Type Log

San Juan 29-4 Unit 24

NE Section 8
T29N - R4W
Rio Arriba County
New Mexico

API No. 30-039-22844

By G Ccnyell 8-31-2017





United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Farmington Field Office
6251 College Blvd. Suite A
Farmington, New Mexico 87402
www.nm.blm.gov



IN REPLY REFER TO:
La Jara Mancos Unit
NMNM136440X

November 20, 2017

Mr. John Thomas
Robert L. Bayless, Producer LLC
P. O. Box 168
Farmington, NM 87499

Reference is made to your request for the designation of 10,878.58 acres, more or less, in Rio Arriba County, New Mexico as logically subject to exploration and development under unitization provisions of the Mineral Leasing Acts for Federal Lands. Pursuant to unitization regulations under 43 CFR Part 3180, the lands requested, as outlined on your plat marked Exhibit 'A' and dated 10/25/2017 for the La Jara Mancos Unit is hereby designated as a logical unit area. Your proposed use of the modified form for Federal and patented lands and for a single formation unit area will be accepted. This exploratory unit will unitize the Mancos Shale only within the vertical limits defined in type log shown as Exhibit C from San Juan 29-4 #24 well (30-039-22844) in your geologic report in the application. If conditions are such that further modification of said form is deemed necessary, two copies of the proposed modifications with appropriate justification must be submitted to this office for preliminary approval.

The unit agreement to be submitted for the area designated above will provide for the initial obligation well to be a Mancos horizontal lateral which will develop the Mancos Shale Group within the defined vertical limits.

In the absence of any other type of land requiring special provisions or of any objections not now apparent, a duly executed agreement identical with said form will be approved if submitted in an approvable status within a reasonable period of time. However, notice is hereby given that the right is reserved to deny approval of any executed agreement submitted that, in our opinion, does not have the full commitment of sufficient lands to afford effective control of operations in the unit area.

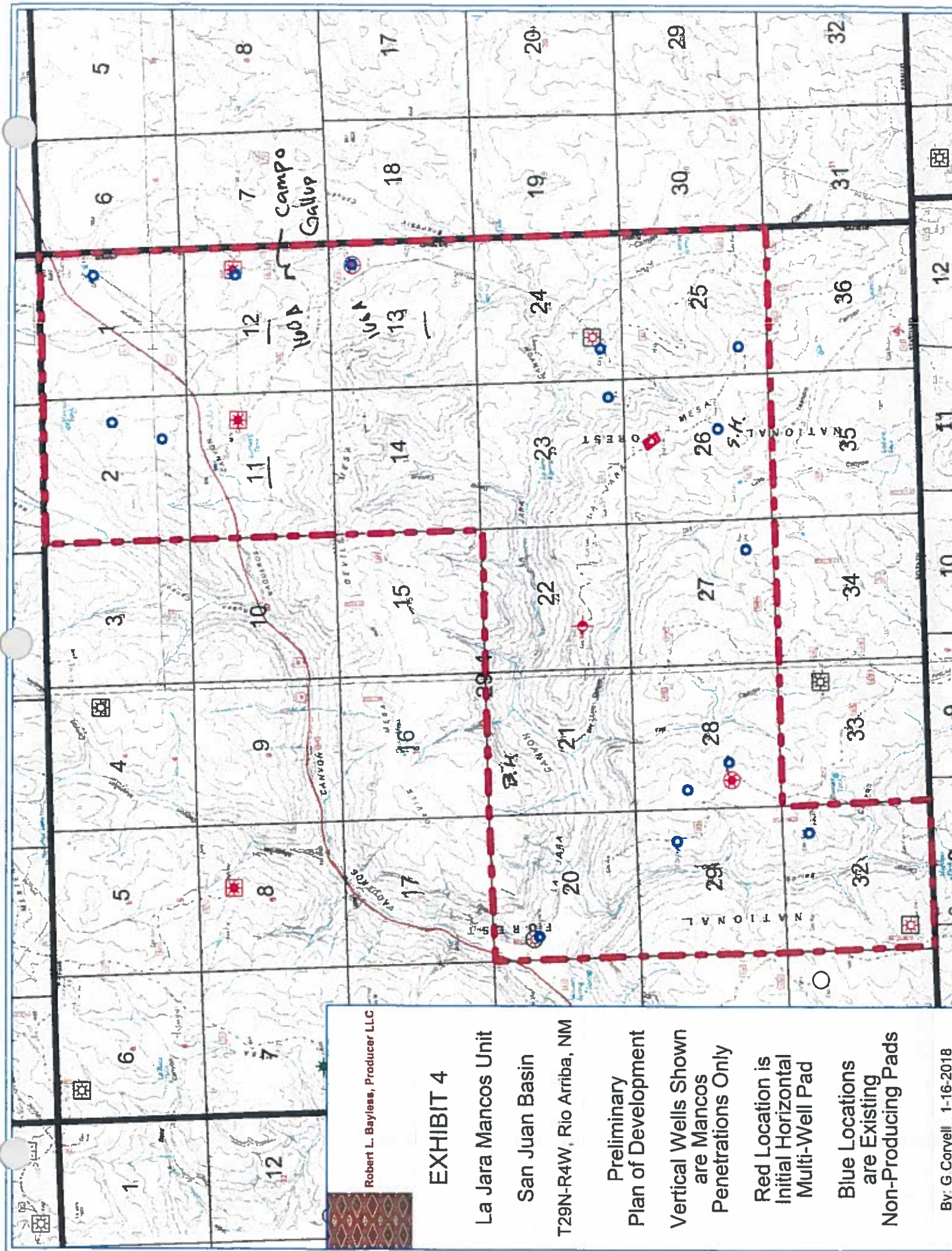
Please include the latest status of all acreage when the executed agreement is submitted for final approval. The format of the sample exhibits attached to the model unit agreement (43 CFR 3186.1) should be followed closely in the preparation of Exhibits A and B. A minimum of Four (4) copies of the executed agreement should be submitted with your request for final approval. If you require additional executed copies of the agreement for further distribution, please increase the number of copies accordingly.

If you have questions regarding the above unit, please contact me at (505) 564-7740 or jhewitt@blm.gov.

Sincerely,

Joe Hewitt,
Geologist, Petroleum Mgt Team

EXHIBIT 3



Affidavit of Publication

State of New Mexico
County of Rio Arriba

I, Robert Trapp, being first duly sworn, declare and say I am the publisher of the Rio Grande SUN, a weekly newspaper published in the English language and having a general circulation in the County of Rio Arriba, State of New Mexico, and being a newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 of the Session Laws of 1937. The publication, a copy of which is hereto attached, was published in said paper once each week for

Publisher's Bill

243 lines one time at \$ 170.10

 lines times at

Affidavit \$ 5.00

Subtotal \$ 175.10

Tax \$ 15.65

Total \$ 190.75

1 consecutive weeks and on the same day of each week in the regular issue of the paper during the time of publication and the notice was published in the newspaper proper, and not in any supplement. The first publication being on the 11 day of January, 2018 and the last publication on the 11 day of January, 2018 payment for said advertisement has been duly made, or assessed as court costs. The undersigned has personal knowledge of the matters and things set forth in this affidavit.

Robert Trapp

Publisher

Payment received at Rio Grande SUN

Subscribed and sworn to before me this 11 day of Jan A.D. 2018

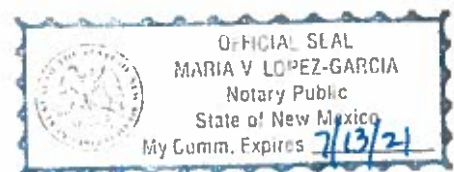
Date January 9, 2018

Maria V. Lopez-Garcia

Maria V. Lopez-Garcia/Notary Public
My commission expires 13 July 2021

By [Signature]

EXHIBIT 6



**NOTICE OF HEARING
STATE OF
NEW MEXICO
ENERGY, MINERALS
AND NATURAL
RESOURCES
DEPARTMENT OIL
CONSERVATION
DIVISION
SANTA FE,
NEW MEXICO**

NOTICE: HILCORP ENERGY COMPANY, GENE GRUBITZ III, TRUSTEE OF THE GENE GRUBITZ III TRUST, RF PARTNERS, NUEVIDA RESOURCES, LLC, BAYLESS GRANDCHILDREN LLC, JOHN T. SCHALK, TRUSTEE OF THE SCHALK FAMILY LEGACY TRUST, JOHN T. SCHALK, TRUSTEE

OF THE JOHN TRUST, JOHN T. SCHALK, TRUSTEE OF THE SUSAN TRUST, GEO-EXPLORATION INC., SOUTHLAND ROYALTY COMPANY LLC, LOGO RESOURCES, LLC, WPX ENERGY PRODUCTION, LLC, DUGAN PRODUCTION CORPORATION, KERR-MCGEE OIL & GAS ONSHORE LP, HAROLD POOL, UNKNOWN HEIRS OR DEVISEES OF M.A. ROMERO, DECEASED, JABCO, LLP, JACQUELINE M. HARRISON, TRUSTEE OF THE LANGDON D. HARRISON REVOCABLE TRUST, XAN WILLIAMS, TRUSTEES OF THE RUTH ZIMMERMAN TRUST, RIO ARRIBA LIMITED PARTNERSHIP, ROY G. BARTON, SR. AND ROY G. BARTON, JR., TRUSTEES OF THE OPAL BARTON REVOCABLE TRUST, TINNIN FAMILY PROPERTIES X, LLC, TINMIL LLC, MELINDA ARCHULETA MOON, TRUSTEE OF THE ROSE ARCHULETA-TRUJILLO LIVING TRUST, ANDREA LUCERO, ARLIE F. WALKER, KAREN F. WALKER, RACHEL A. WALKER, ELEANOR GLADIOLA TRUJILLO, GENEVIEVE RINERSON, MANUEL FERRAN, DEVERE CARROLL MYER, TRUSTEE OF THE CARROLL D. MYER REVOCABLE TRUST, GREGORY F. MYER, CLASSICAL GAS & OIL LLC, GYPSUM SPRINGS LLC, PETROLEUM RESOURCES MANAGEMENT CORPORATION, NATHAN D. MYER, JOAN E. HIRD, CARROLL D. MYER II, BUREAU OF LAND MANAGEMENT, SFT, LCC, SAN JUAN BASIN PROPERTIES LLC, CROSS TIMBERS ENERGY LLC, ROMERO FAMILY LIMITED PARTNERSHIP, CRITCHFIELD SANTA FE LLC, SAN JUAN BASIN PROPERTIES LLC, RIO ARRIBA HOLDINGS LLC, RICHARD WILLIAM SIMMS, BARBARA SIMMS, DONALD W. SCHUTZ AND MARY S. SCHUTZ, CO-TRUSTEES OF THE DONALD AND MARY SCHUTZ TRUST, JICARILLA OIL AND GAS ADMINISTRATION, JICARILLA AGENCY, BUREAU OF

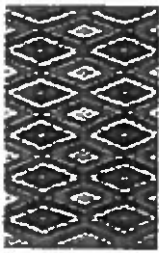
INDIAN AFFAIRS, BLACK HILLS GAS RESOURCES INC., HILCORP SAN JUAN, LP, XTO ENERGY INC., DAVID WILLIAMS, MARCIA HOLLEY WILLIAMS, DAVID R. SUTER, MARY ANN SUTER, TOMMY L. SPRINKLE, SHARON C. SPRINKLE, CRAIG H. SLUETZ, SHIRLEY T. SLUETZ, ROSEMARY FIEL, GAYLA KIEL, GUY R. CAMPBELL, MARY D. CAMPBELL, GUY R. CAMPBELL, JR. COMPANY
ROBERT L. BAYLESS, PRODUCER, LLC, hereby gives notice pursuant to law and the Rules and Regulations of the Division of the following public hearing to be held at 8:15 A.M. on January 25, 2018, in the Oil Conservation Division Hearing Room at 1220 South St. Francis Drive, Santa Fe, New Mexico, before an examiner duly appointed for the hearing. You are not required to attend this hearing, but as a mineral interest owner within the proposed Unit or an offsetting operator or interest owners, you may appear and present testimony. Failure to appear at that time and become a party of record will preclude you from challenging the matter at a later date before the Division. Parties desiring to appear in this case are required by Division Rule 19.15.4.13 N.M.A.C. to file a pre-hearing statement on or before 5:00 p.m. on the Thursday preceding the scheduled hearing date. The pre-hearing statement must be filed at the Division's Santa Fe office at the above specified address and an additional copy provided to my office. The pre-hearing statement must include: the names of the party and its attorneys; a concise statement of the party's position in the matter; the names of all witnesses the party will call to testify at the hearing; the approximate time the party will need to present its case; and identification of any procedural matters that are to be resolved prior to the hearing. If you have any questions about this matter, please con-

tact: Carson Ryan LLC (Elizabeth A. Ryan) at beth@carsonryan.com or 575-291-7606.

CASE NO. 15946 APPLICATION OF ROBERT L. BAYLESS, PRODUCER LLC FOR APPROVAL OF LA JARA MANCOS UNIT, CREATION OF A NEW POOL FOR HORIZONTAL DEVELOPMENT WITHIN THE UNIT AREA, AND FOR ALLOWANCE OF 660 FOOT SETBACKS FROM THE EXTERIOR OF THE PROPOSED UNIT, RIO ARRIBA COUNTY, NEW MEXICO. Applicant seeks approval for its La Jara Mancos Unit consisting of 10,878.58 acres, more or less,

of federal and fee lands situated in all or parts of Sections 1-2, 11-14, and 20-24, 25-29 and Section 32 of Township 29 North, Range 4 West, N.M.P.M., Rio Arriba County, New Mexico. The Unitized Interval includes all formations from the top of the Mancos Shale Formation to the base of the Mancos Shale Formation. In addition, Applicant seeks an order creating a new pool for horizontal wells which would extend from the top of the Mancos Shale Formation to the base of the Mancos Shale Formation within the proposed Unit Area that will allow for horizontal gas development with 860 foot setbacks from the exterior of the proposed Unit boundary and with no internal setbacks. The subject acreage is approximately five miles north of Fruitland, New Mexico.

(Published January 11, 2018)



Robert L. Bayless, Producer LLC

Post Office Box 168
2700 N. Farmington Avenue, Bldg F, Suite 1
Farmington, New Mexico 87499
505-326-2659 office
505-326-6911 fax

621 Seventeenth Street, Suite 2300
Denver, Colorado 80293

303-296-9900 office
303-296-0753 fax

October 24, 2017

Originals filed in triplicate via Federal Express

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

Originals filed in triplicate via hand delivery

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

Dear Messrs. Glover and Hewitt:

In accordance with Section 39 of the Mineral Leasing Act and the Bureau of Land Management's (BLM) regulations at 43 C.F.R. §§ 3103.4-4 and 3165.1, Robert L. Bayless, Producer LLC ("Bayless") requests a suspension of operations and production for federal lease NMNM-18321 ("Lease"), effective as of October 1, 2017. Bayless is the assignee of 100% of the record title interest in the Lease. On October 12, 2017, an Assignment of Record Title Interest in a Lease for Oil and Gas or Geothermal Resource was filed with the BLM New Mexico and received by Cynthia Marquez. In this assignment, SFT LLC assigned its entire 100% record title interest in the Lease to Bayless. This assignment is pending BLM's approval.

Contemporaneously with this request, Bayless has submitted an Application for Permit to Drill (APD) for a well on the Lease. Bayless requests a suspension of operations and production for the Lease while the BLM prepares environmental analysis on the APD as required by the National Environmental Policy Act of 1969 (NEPA) and to accommodate a timing stipulation that prohibits drilling operations on the Lease between November 1 and March 1. By Bayless' calculation, the primary term of the Lease will expire on or about November 29, 2017. The environmental analysis required by NEPA may not be prepared, and the APD may not be approved, in time for Bayless to commence actual drilling operations on the Lease before its primary term expires. Moreover, even once the APD is approved, Bayless may be unable to commence operations because of the timing stipulation. Therefore, Bayless respectfully requests that the BLM grant a suspension of operations and production for the Lease until BLM approves the APD or until expiration of the timing stipulation in 2018, whichever is later.

The requested suspension of operations and production is in the interest of conservation and, thus, appropriate under the terms of the Mineral Leasing Act and its implementing regulations. 30 U.S.C. § 209 (2016); 43 C.F.R. § 3103.4-4(b) (2016); *Savoy Energy, L.P.*, 178 IBLA 313, 322 (2010); *Harvey E. Yates Co.*, 156 IBLA 100, 105 (2001); *River Gas Corp. et al.*, 149 IBLA 239, 245 (1999); BLM Manual, 3160-10.2.21.A.1, 3160-10.2.21.B.1. (Rel. 3-150, 3/13/1987); *see also* BLM Manual, 3160-10, Appendix 1 (describing the BLM's authority to grant a suspension of operations and production pursuant to Section 39 of the Mineral Leasing Act during the preparation of NEPA analysis). The Assistant Solicitor of the Department of the Interior and a reviewing federal court have determined that a suspension of operations and production should be approved "in all cases, where the preparation of an environmental impact statement or other environmental studies is required . . . and thus assure the lessee that he will receive an extension comparable to the period during which operations are prohibited and thus not be deprived of any of the development period Congress has granted him." *Copper Valley Machine Works, Inc. v. Andrus*, 653 F.2d 595, 600 n.7 (D.C. Cir. 1980) (emphasis added) (citing Solicitor's Opinion).

The requested suspension of operations and production would toll the running of the term of the Lease and effectively add the period of suspension to the primary term of the Lease. 30 U.S.C. § 209 (2016); 43 C.F.R. § 3103.4-4(b) (2016). In accordance with Section 39 of the Mineral Leasing Act, 30 U.S.C. § 209, and 43 C.F.R. § 3103.4-4(d), Bayless also requests a suspension of annual rental and minimum royalty payments during the period of suspension of operations and production on the Lease. Additionally, Bayless requests the suspension of operations and production be dated effective as of October 1, 2017. *See* 43 C.F.R. § 3165.1; BLM Manual 3160-10—Suspension of Operations and/or Production, § 3160-10.3.31.C.1 (Rel. 3-150, 3/13/1987).

As required, this request is executed by all parties seeking the suspension of operations and production. The assignor of the Lease, SFT LLC, has ratified this request below.

Your consideration and approval of this request is appreciated. If you have questions or require any additional information, please contact the undersigned at 505-326-2659 or notices@rlbayless.com.

Sincerely,
Robert L. Bayless, Producer LLC



Kevin H McCord
Lead Manager, Property & Operations

SFT LLC



By: Claudia Short
Agent

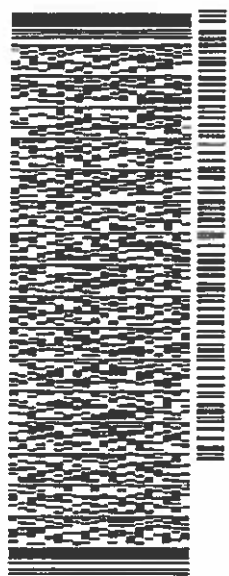
ORIGIN ID: FMANA (505) 326-2659
 JOHN THOMAS
 ROBERT L. BAYLESS
 2100 FARMINGTON AVE. BLDG F STE 1
 FARMINGTON, NM 87401
 UNITED STATES US

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December 13, 2017

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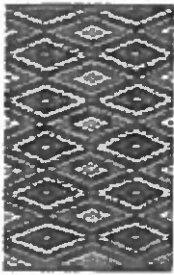
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		Weight:	0.5 lbs/0.2 kg

Recipient:
James Glover
Bureau of Land Management
301 Dinosaur Trail
SANTA FE, NM 87508 US

Reference

Shipper:
John Thomas
ROBERT L. BAYLESS
2700 Farmington Ave. Bldg F Ste 1
FARMINGTON, NM 87401 US
NMNM18321

Thank you for choosing FedEx.



Robert L. Bayless, Producer LLC

Post Office Box 168
2700 Farmington Avenue, Building F Suite 1
Farmington, New Mexico 87499
505-326-2659
505-326-6911 Fax

621 Seventeenth Street, Suite 2300
Denver, Colorado 80293
303-296-9900
Fax 303-296-0753

December 21, 2017

Originals filed in triplicate via Fedex

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

Originals filed in triplicate via hand delivery

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

Dear Messrs. Glover and Hewitt:

This letter follows a request for a suspension of operations and production submitted by Robert L. Bayless, Producer LLC ("Bayless") and dated October 24, 2017. Bayless requested a suspension of operations and production for federal lease NMNM-18321 ("Lease"), effective as of December 1, 2017, in accordance with Section 39 of the Mineral Leasing Act and the Bureau of Land Management's (BLM) regulations at 43 C.F.R. §§ 3103.4-4 and 3165.1. Bayless requested this suspension to allow the BLM to prepare environmental analysis on a pending Application for Permit to Drill (APD) for a well on the Lease as required by the National Environmental Policy Act of 1969 (NEPA) and to accommodate a timing stipulation that prohibits drilling operations on the Lease between November 1 and March 1. To Bayless' knowledge, the BLM has not approved or denied the suspension request.

With this letter, Bayless now notifies the BLM that its APD for a well on the Lease was approved on December 7, 2017. Nonetheless, Bayless continues to require the requested suspension of operations and production because a timing stipulation currently prohibits Bayless from commencing drilling operations on the Lease. Specifically, a timing stipulation prohibits drilling operations on the Lease between November 1 and March 1. Therefore, Bayless hereby notifies the BLM that it continues to maintain its request for a suspension of operations and production for the Lease until March 1, 2018, when the timing stipulation expires.

December 21, 2017

Page 2

Bayless' continued request for a suspension of operations and production is in the interest of conservation and, thus, appropriate under the terms of the Mineral Leasing Act and its implementing regulations. Bayless submitted its APD to the BLM in October, before the timing limitation began. BLM processed the APD and performed the analysis required by NEPA before it approved the APD in December. Now that the BLM has approved the APD, however, Bayless is unable to access the Lease. The BLM's delay in approving the APD while it prepared the requisite NEPA analysis, causing the BLM to approve the APD in December when Bayless was precluded from commencing drilling operations, justifies a suspension. 30 U.S.C. § 209 (2016); 43 C.F.R. § 3103.4-4(b) (2016); *Savoy Energy, L.P.*, 178 IBLA 313, 322 (2010); *Harvey E. Yates Co.*, 156 IBLA 100, 105 (2001); *River Gas Corp. et al.*, 149 IBLA 239, 245 (1999); BLM Manual, 3160-10.2.21.A.1, 3160-10.2.21.B.1. (Rel. 3-150, 3/13/1987); *see also* BLM Manual, 3160-10, Appendix 1 (describing the BLM's authority to grant a suspension of operations and production pursuant to Section 39 of the Mineral Leasing Act during the preparation of NEPA analysis). Therefore, Bayless' requested suspension continues to be in the interest of conservation.

Additionally, Bayless notifies the BLM that it now holds 100% of the record title interest in the Lease. On October 12, 2017, an Assignment of Record Title Interest in a Lease for Oil and Gas or Geothermal Resources was filed with the BLM New Mexico State Office. In this assignment, SFT LLC assigned its entire 100% record title interest in the Lease to Bayless. The BLM approved this assignment on December 11, 2017, which was effective on November 1, 2017. The approval of the assignment does not affect Bayless' suspension request because Bayless requested the suspension together with SFT LLC; nonetheless, Bayless notifies the BLM of the changed record title interest as a courtesy.

Bayless appreciates the BLM's continued consideration its suspension request. If you have questions or require any additional information, please contact the undersigned at 505-326-2659 or notices@rlbayless.com.

Sincerely,

Robert L. Bayless, Producer LLC



Kevin H McCord

Lead Manager, Property & Operations

ORIGINAL FAX (505) 326-2659
 KEVIN MCCORD
 ROBERT L. BAYLESS
 2700 FARMINGTON AVE. BLDG F STE 1
 FARMINGTON, NM 87401
 UNITED STATES US

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Kevin McCord
ROBERT L. BAYLESS
FARMINGTON, NM 87401
US

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Fri, 12/22/2017 10:41

James Glover
BLM NM State Office
301 DINOSAUR TRL
SANTA FE, NM 87508
US



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参考信息:	NMNM18321
签收人:	J.BOWDEN
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递送至:	接待员/前台
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 Robert L. Bayless, Producer LLC

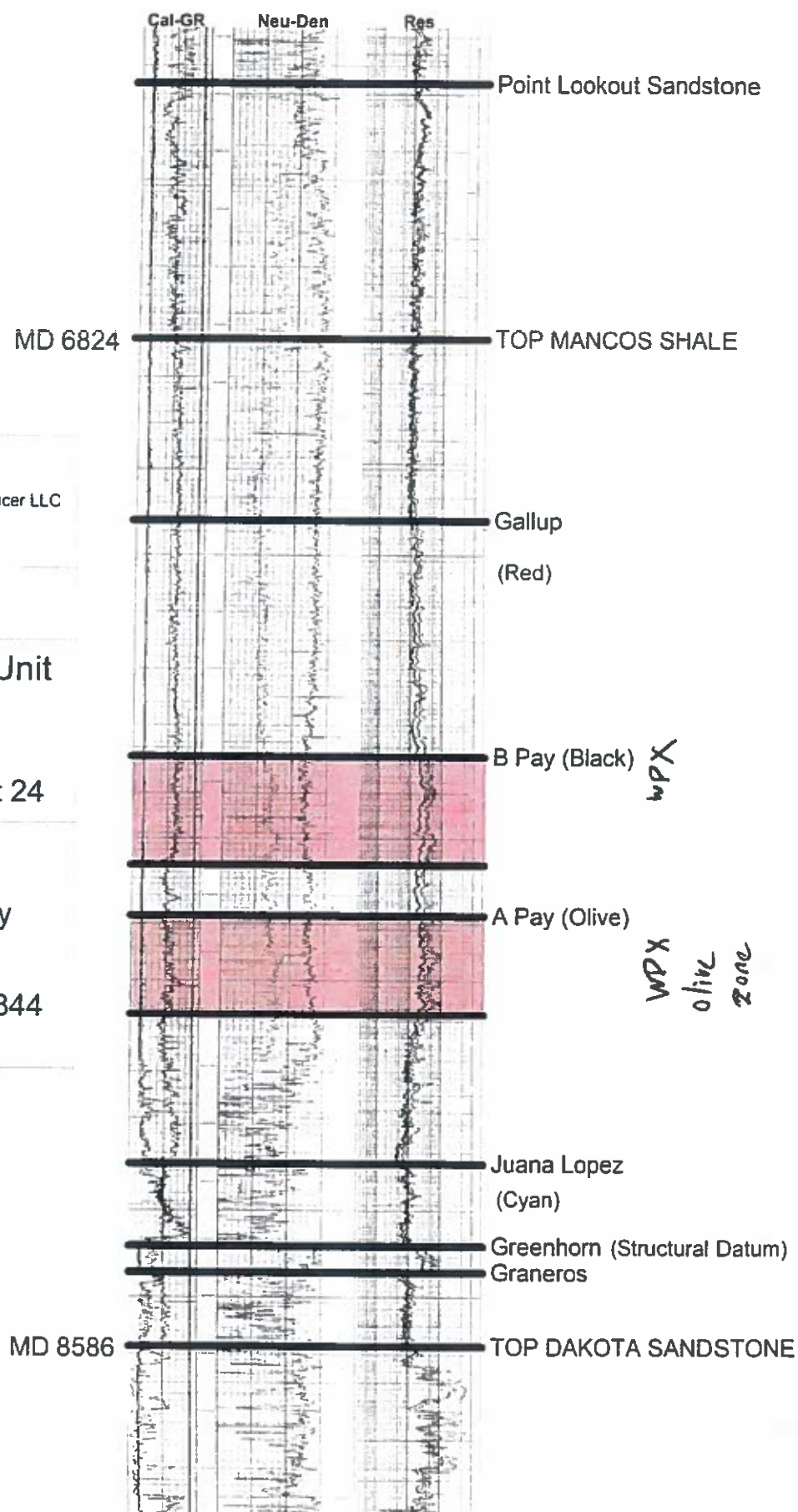
EXHIBIT 8

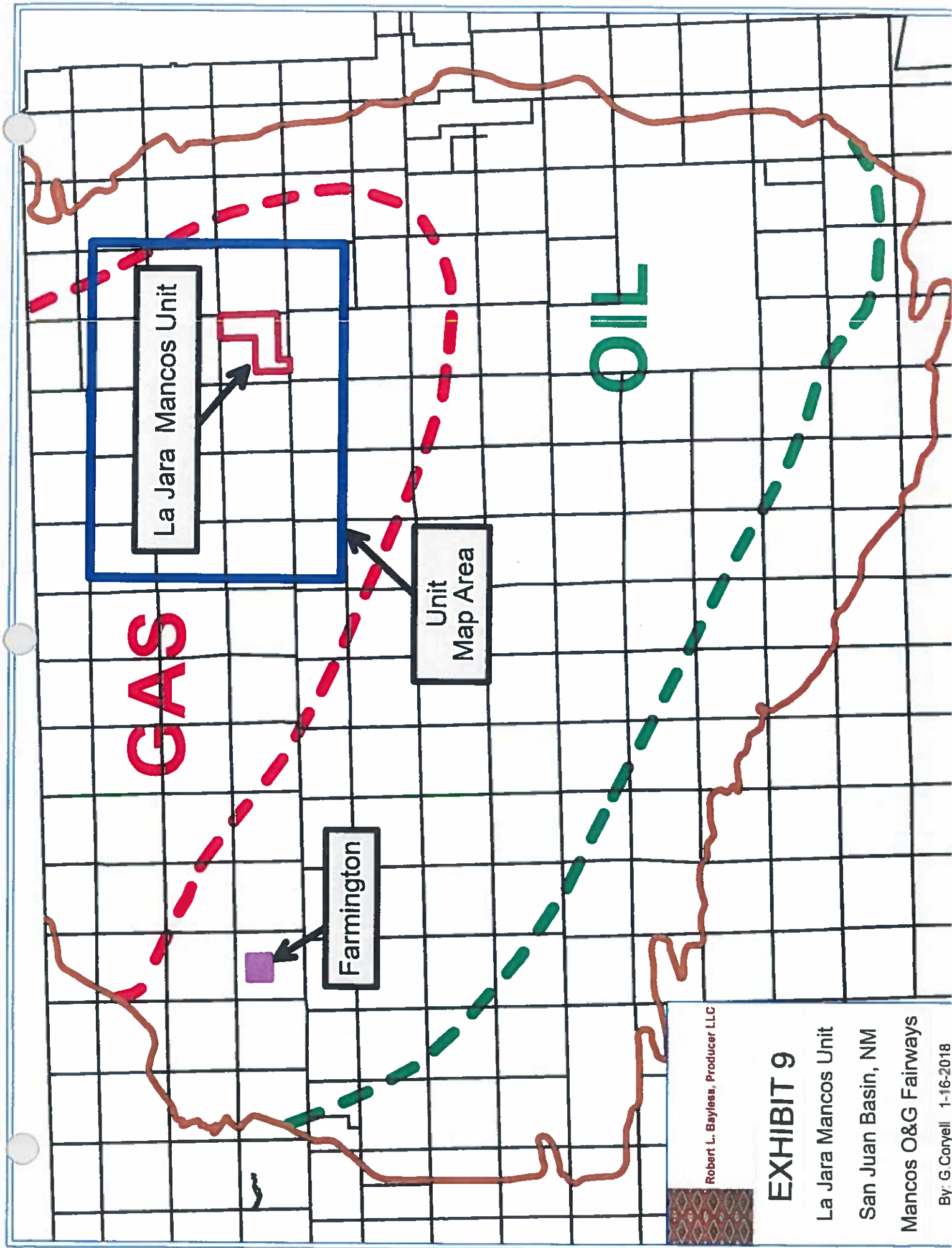
La Jara Mancos Unit
Type Log
San Juan 29-4 Unit 24

NE Section 8
T29N - R4W
Rio Arriba County
New Mexico

API No. 30-039-22844

By G Coryell 8-31-2017



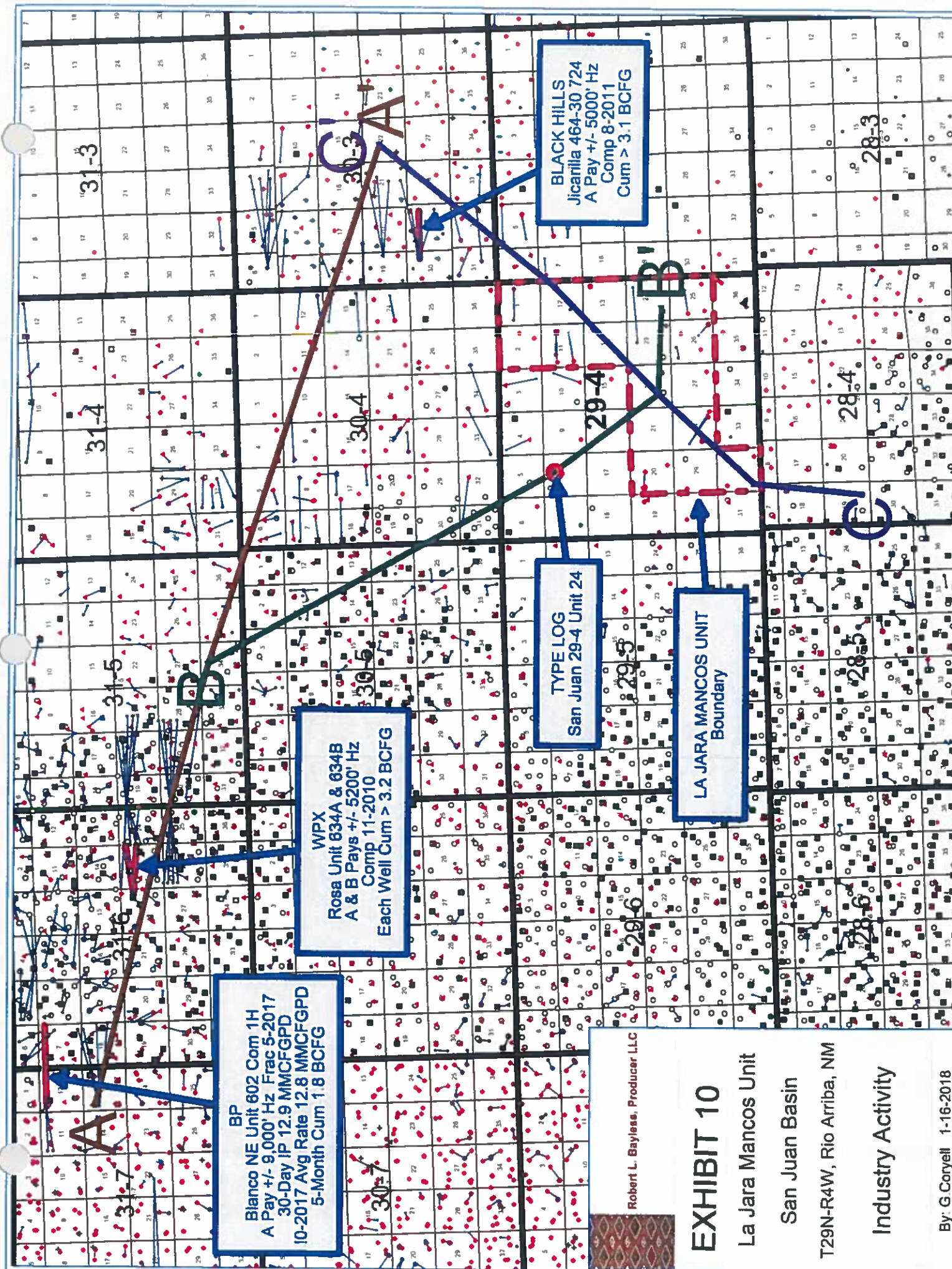


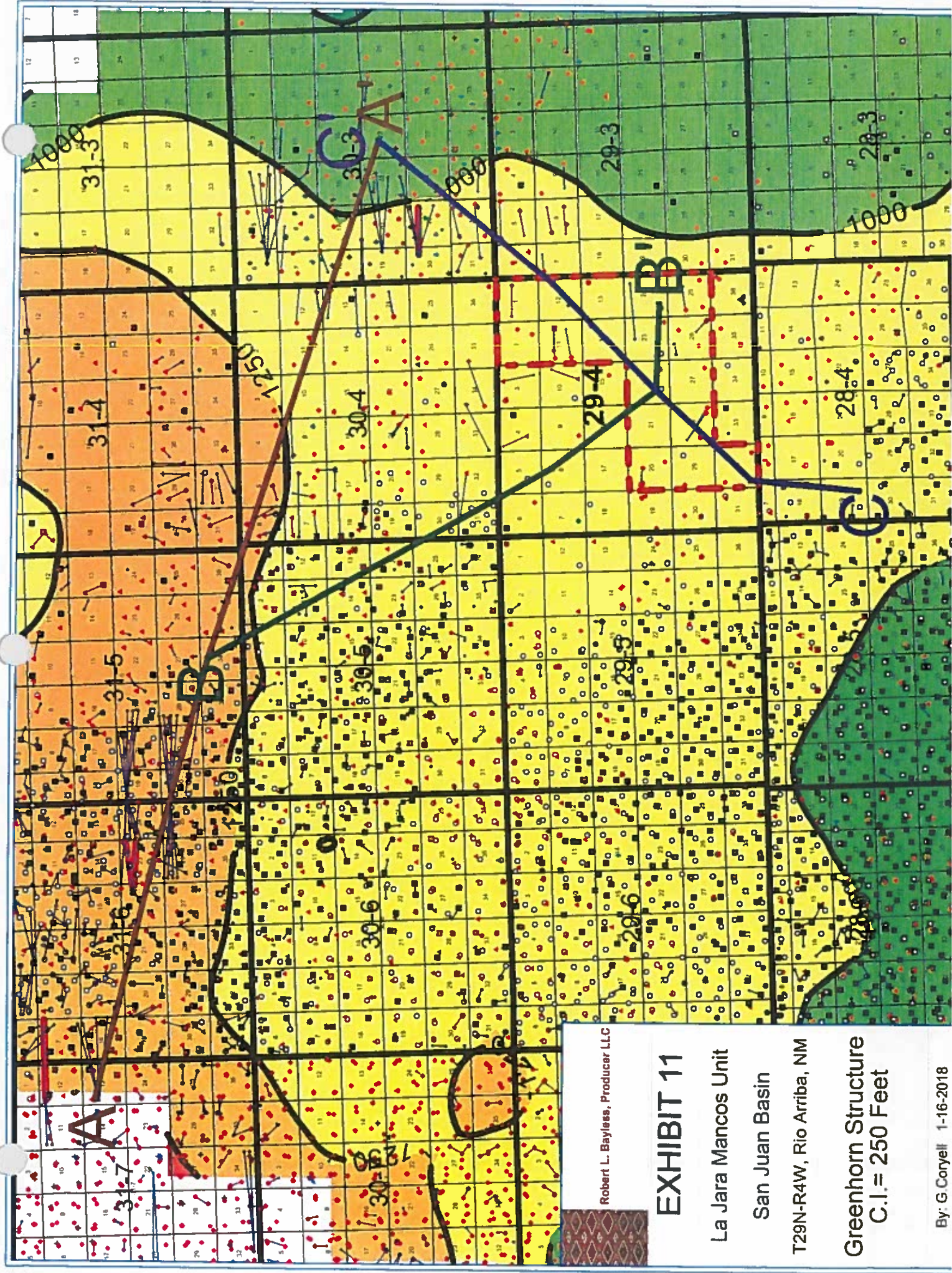
Robert L. Bayless, Producer LLC

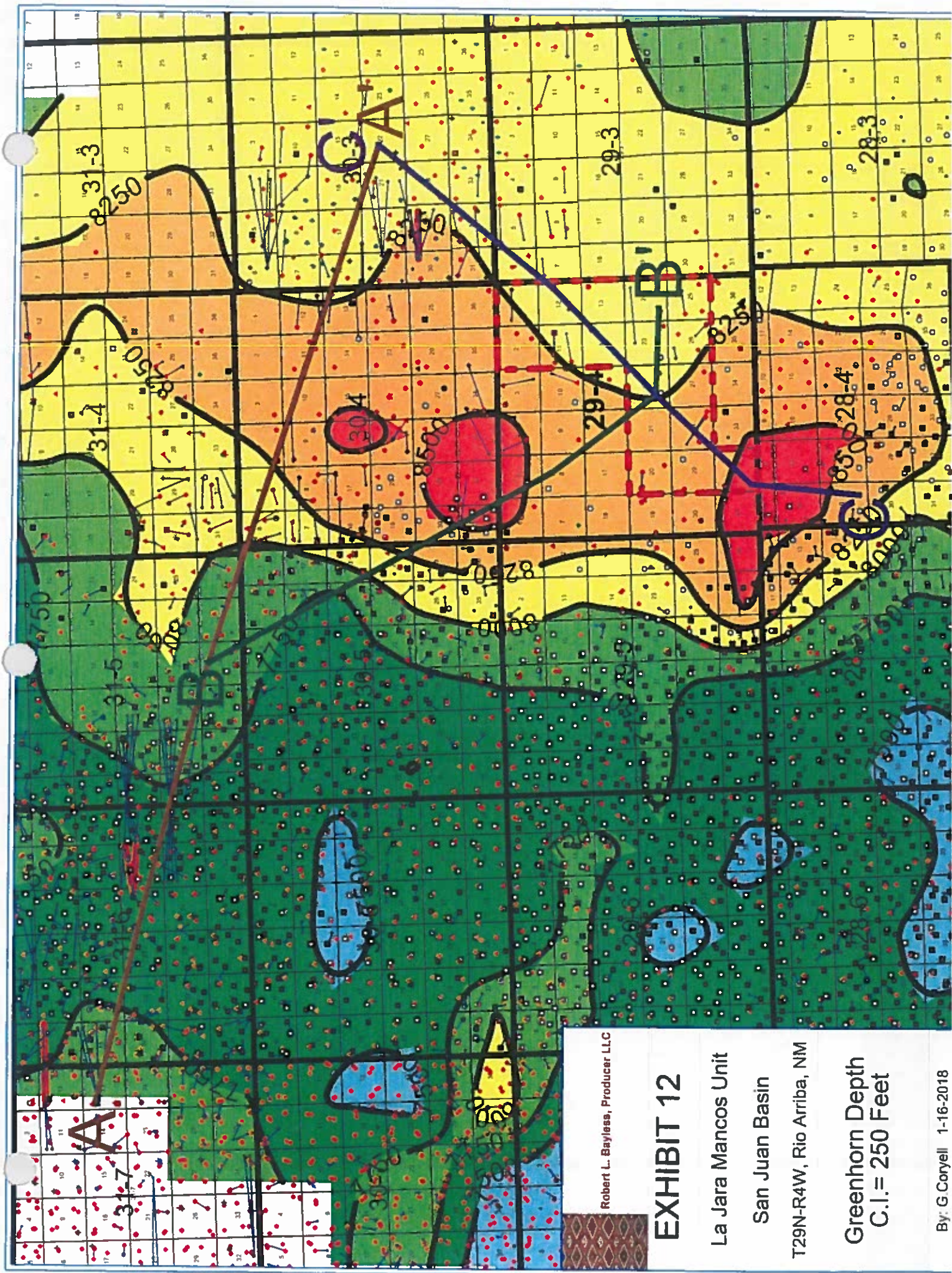
EXHIBIT 9

La Jara Mancos Unit
San Juan Basin, NM
Mancos O&G Fairways

By: G. Corvell 1-16-2018







Robert L. Bayless, Producer LLC

EXHIBIT 12

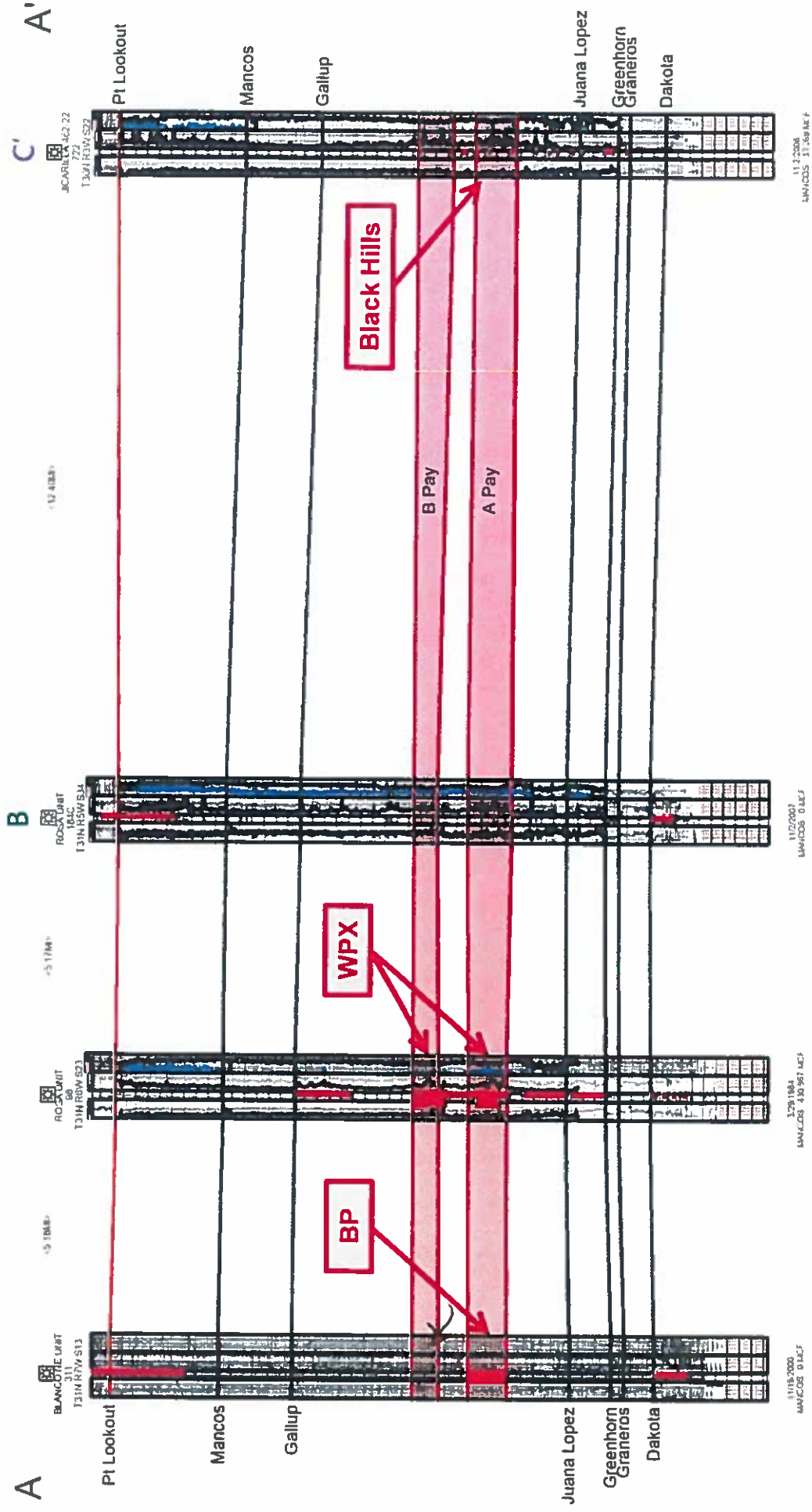
La Jara Mancos Unit

San Juan Basin

T29N-R4W, Rio Arriba, NM

Greenhorn Depth
C.I. = 250 Feet

Drilled Intervals in Key Horizontal Wells



B

B'

La Jara Mancos Unit

Type Log

BxC

<9.08MI>

<2.97MI>

<1.95MI>

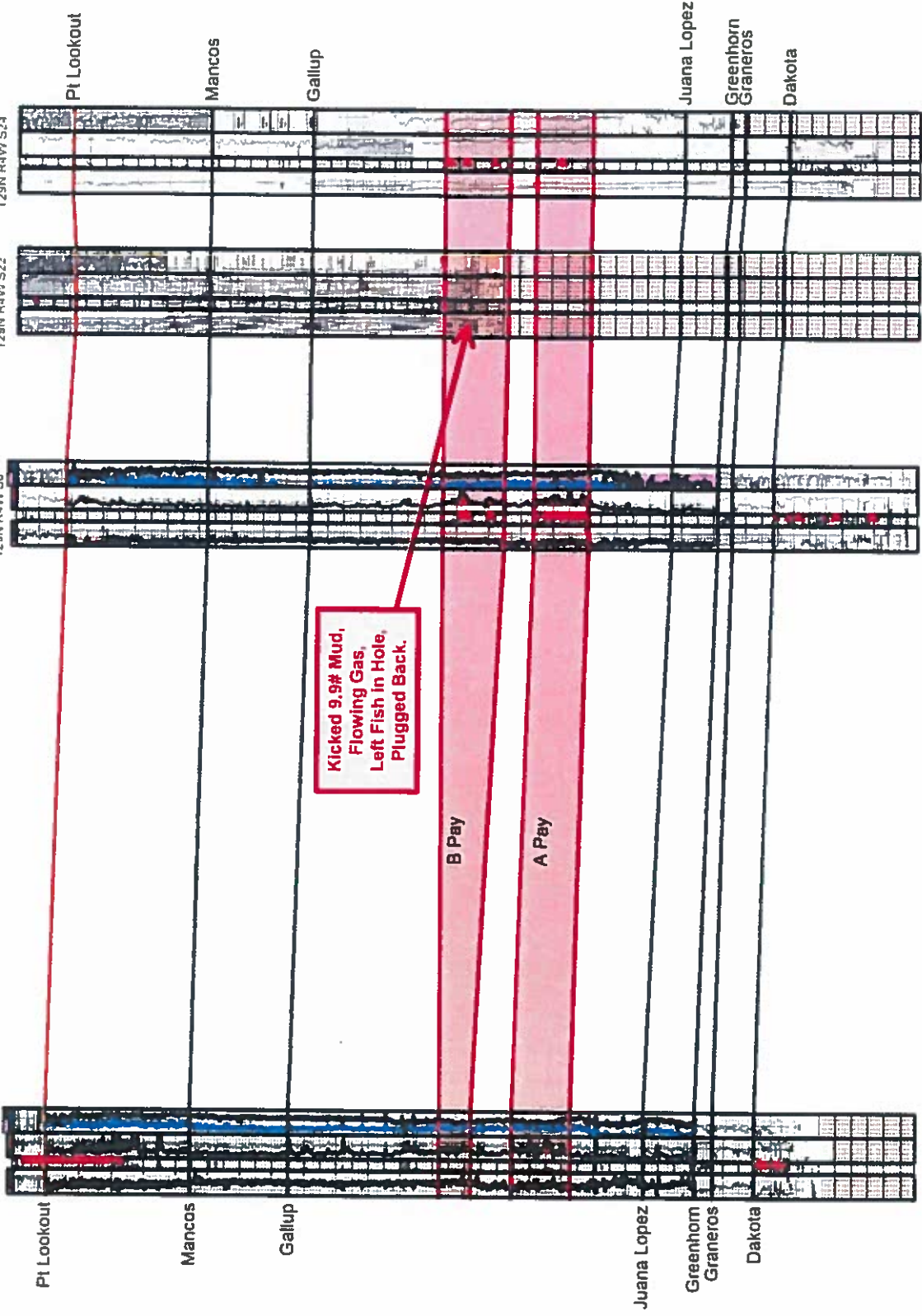
<1.95MI>

ROSA UNIT
184C
T31N R5W S34

SAN JUAN
24
T29N R4W S8

CONOCO 29-4
T29N R4W S22

CONOCO 29-4
T29N R4W S24



11/2/2007
COS 0 MCF

6/15/1982
MANCOS 36 935 MCF

10/6/1973
MANCOS 0 MCF

5/7/1974
MANCOS 0 MCF

La Jara Mancos Unit

C

CxB

C'

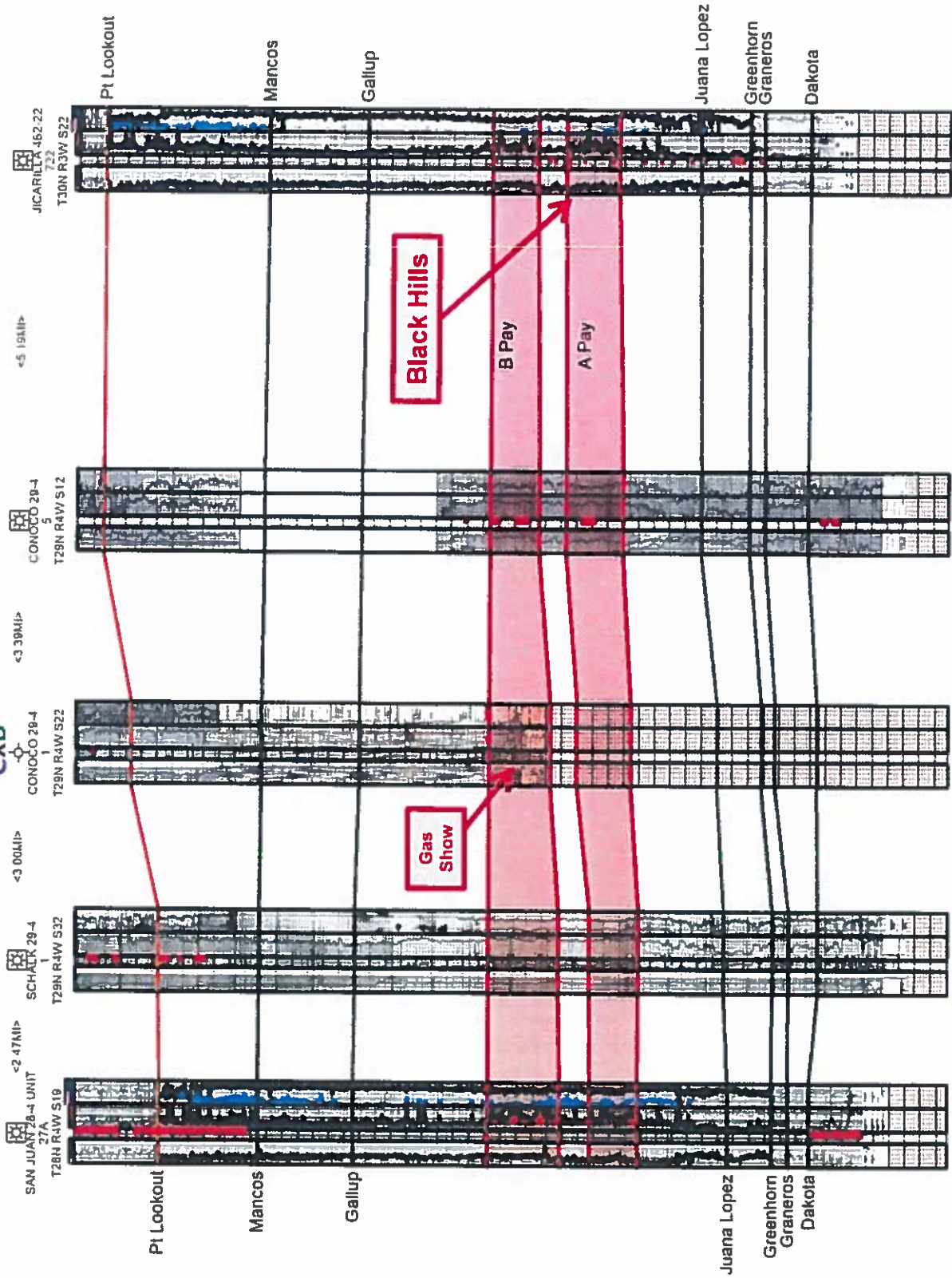


EXHIBIT 15

10/30/2002
MANCOS 0 MCF

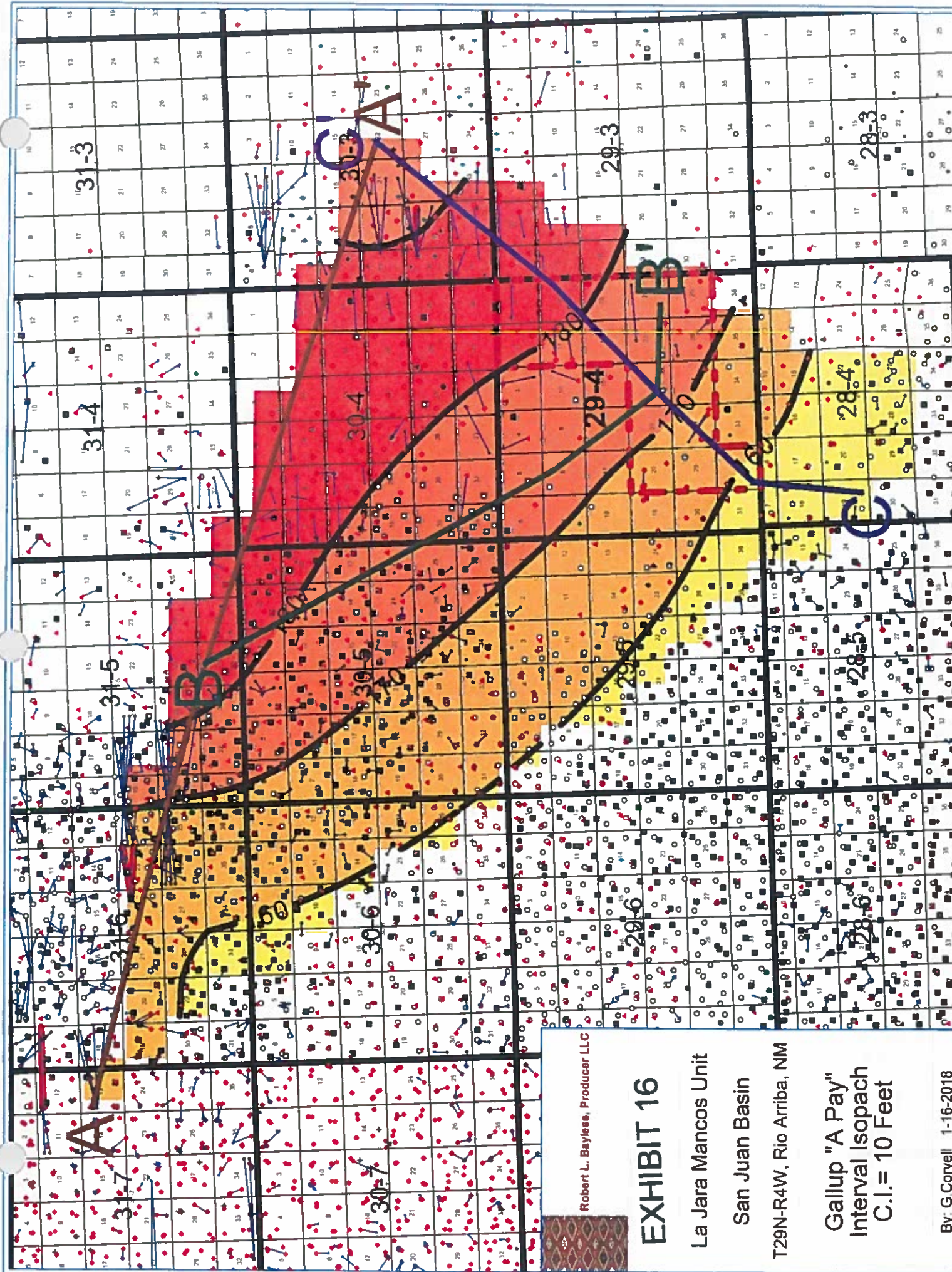
5/25/19/15
MANCOS 0 MCF

10/8/1973
MANCOS 0 MCF

2/28/19/14
MANCOS 118 B MCF

11/2/2006
MAN

Robert L. Bayless, Producer LLC



Robert L. Bayless, Producer LLC

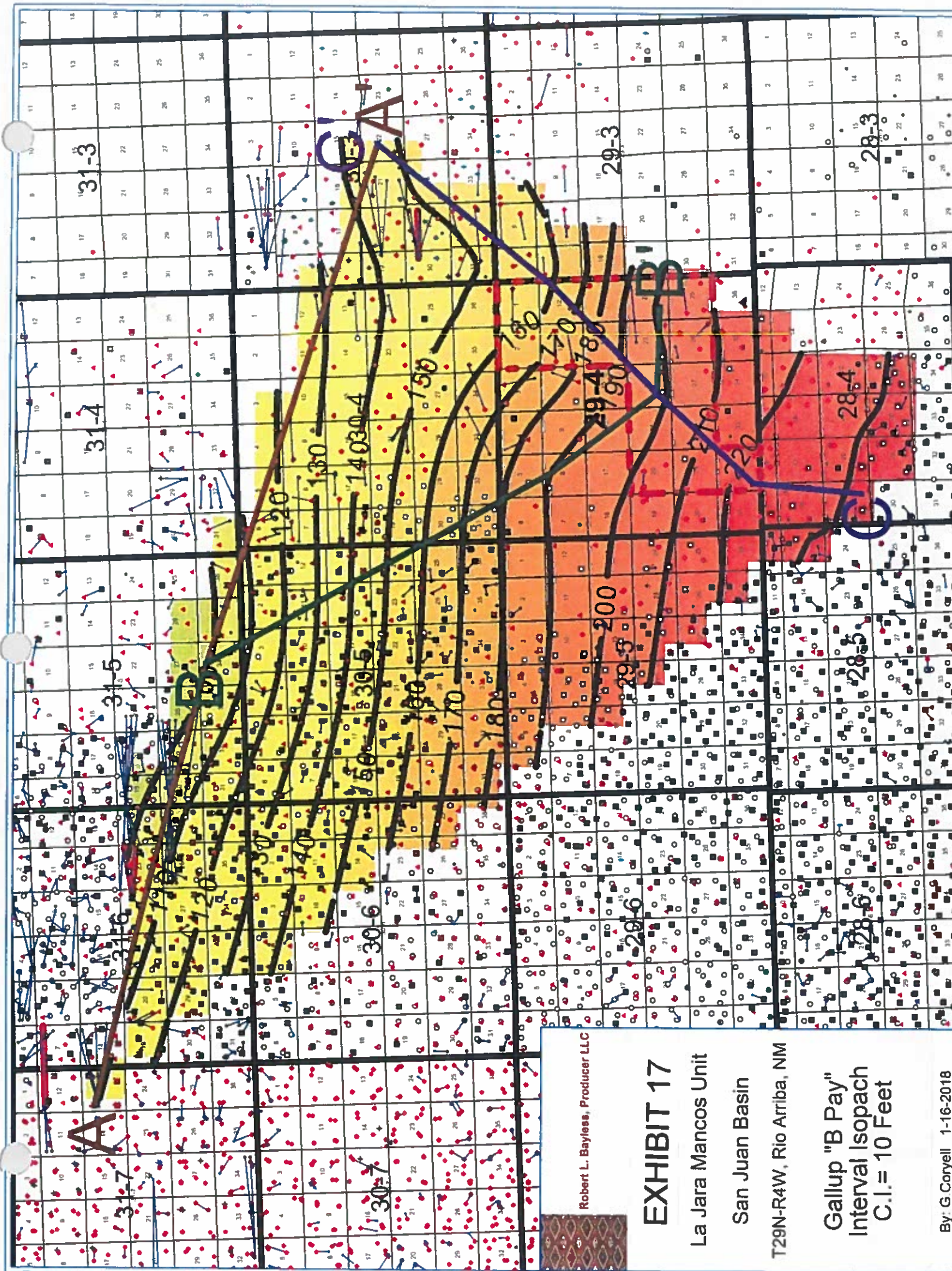
EXHIBIT 16

La Jara Mancos Unit

San Juan Basin

T29N-R4W, Rio Arriba, NM

Gallup "A Pay"
Interval Isopach
C.I.= 10 Feet

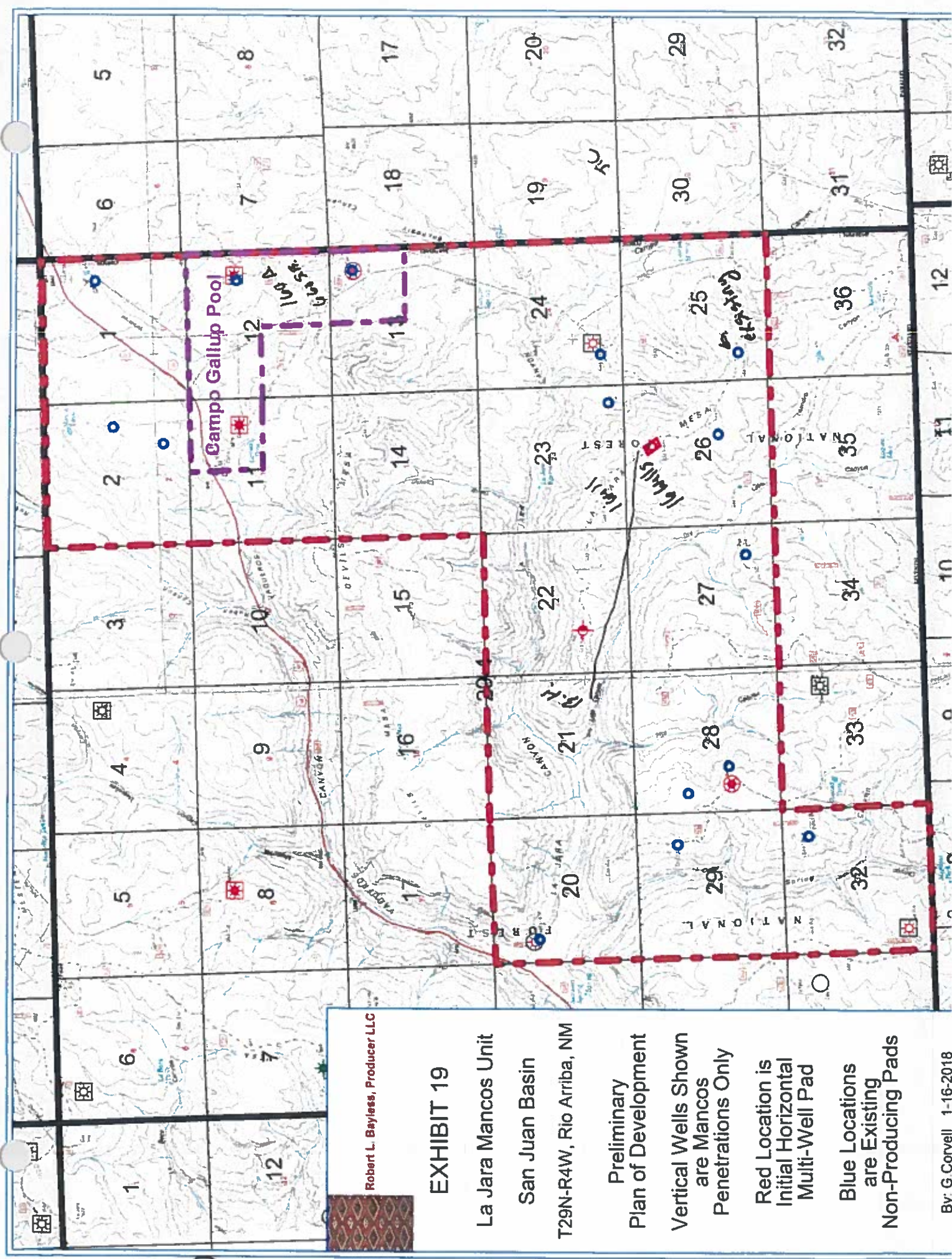


Robert L. Bayless, Producer LLC

EXHIBIT 17

La Jara Mancos Unit
San Juan Basin
T29N-R4W, Rio Arriba, NM

Gallup "B Pay"
Interval Isopach
C.I.= 10 Feet



Robert L. Bayless, Producer LLC

EXHIBIT 19

La Jara Mancos Unit
San Juan Basin
T29N-R4W, Rio Arriba, NM

Preliminary
Plan of Development
Vertical Wells Shown
are Mancos
Penetrations Only

Red Location is
Initial Horizontal
Multi-Well Pad

Blue Locations
are Existing
Non-Producing Pads