

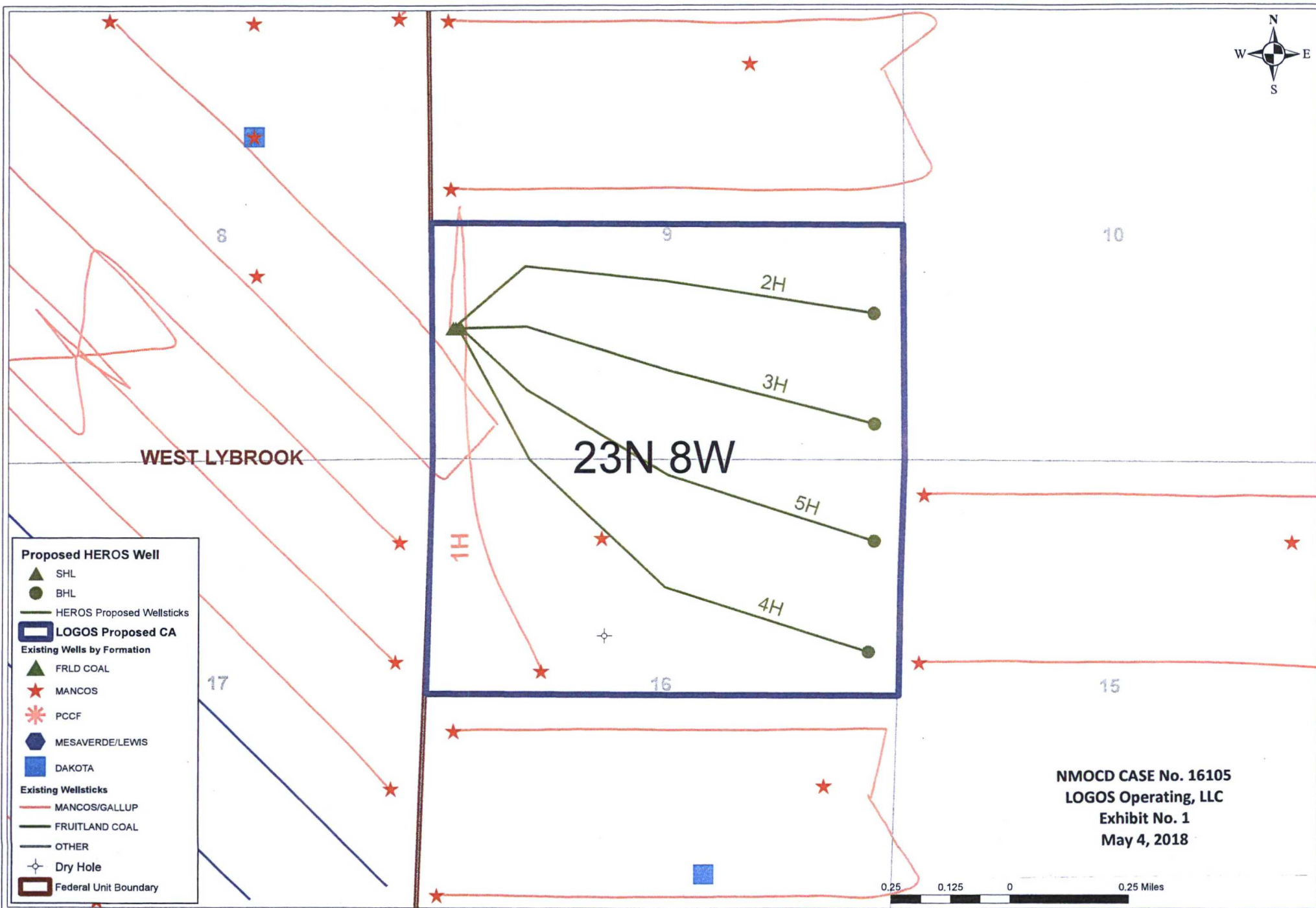
**STATE OF NEW MEXICO
DEPARTMENT OF ENERGY, MINERALS AND NATURAL RESOURCES
OIL CONSERVATION DIVISION**

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

CASE NO. 16105

LOGOS OPERATING, LLC

May 4, 2018



ONLINE Version
COMMUNITIZATION AGREEMENT

Contract No. _____

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

WITNESSETH:

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

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

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

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

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

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

Subdivisions Section 9: S2 and Section 16: N2

Sect _____, T 23N, R 8W, NMPM San Juan County NM

containing 640.00 acres, more or less, and this agreement shall include only the

Gallup Formation

underlying said lands and the crude oil and associated natural gas (hereinafter referred to as "communitized substances") producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is May 1 2018 Month Day, Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

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

LOGOS Operating, LLC

Date

By: _____
Name: Jay Paul McWilliams
Title: President

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)

COUNTY OF SAN JUAN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Jay Paul McWilliams, President of LOGOS Operating, LLC, for and on behalf of said limited liability company.

My Commission Expires

Notary Public

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

LOGOS Resources II, LLC

Date

By: _____
Name: Jay Paul McWilliams
Title: Chief Executive Officer

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)

COUNTY OF SAN JUAN)

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

My Commission Expires

Notary Public

WPX Energy Production, LLC

Date

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

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

My Commission Expires

Notary Public

Encana Oil & Gas (USA) Inc.

Date

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

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

My Commission Expires

Notary Public

Hilcorp San Juan, LP

Date

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

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

My Commission Expires

Notary Public

BP America Production Co.

Date

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

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

My Commission Expires

Notary Public

EXHIBIT "A"

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

Communitized Formation: Gallup Formation

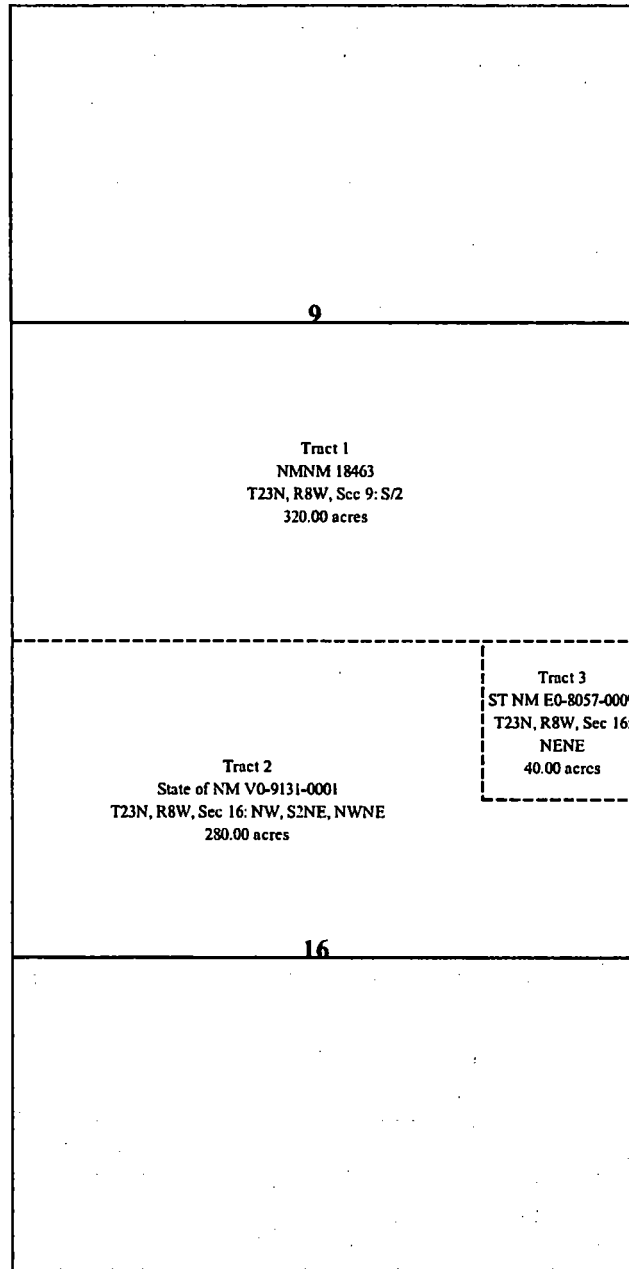


EXHIBIT "B"

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

Operator of Communitized Area: LOGOS Operating, LLC

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: USA NMNM 18463

Lease Date: December 1, 1973

Lease Term: 10 years

Lessor: United States of America

Original Lessee: Harris D. Butler Jr.

Present Lessee: WPX Energy Production LLC

Description of Land Committed: Township 23 North, Range 8 West, N.M.P.M.
Section 9: S2

Number of Acres: 320.00 acres

Royalty Rate: 12.50000%

Name and Percent ORRI Owners: Harris D. Butler III – 4.00000%

Mazzola & Co. – 1.00000%

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

Tract No. 2

Lease Serial Number: State of NM V0-9131-0001

Lease Date: February 1, 2012

Lease Term: 5 years

Lessor: State of New Mexico

Original Lessee: Contex Energy Co.

Present Lessee: Encana Oil & Gas (USA) Inc.

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

Number of Acres: 280.00 acres

Royalty Rate: 16.66667%

Name and Percent ORRI Owners: None

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

Tract No. 3

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

Lease Date: April 13, 1954

Lease Term: 10 years

Lessor: State of New Mexico

Original Lessee: Charles B. Gonsales

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

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

Number of Acres: 40.00 acres

Royalty Rate: 12.50000%

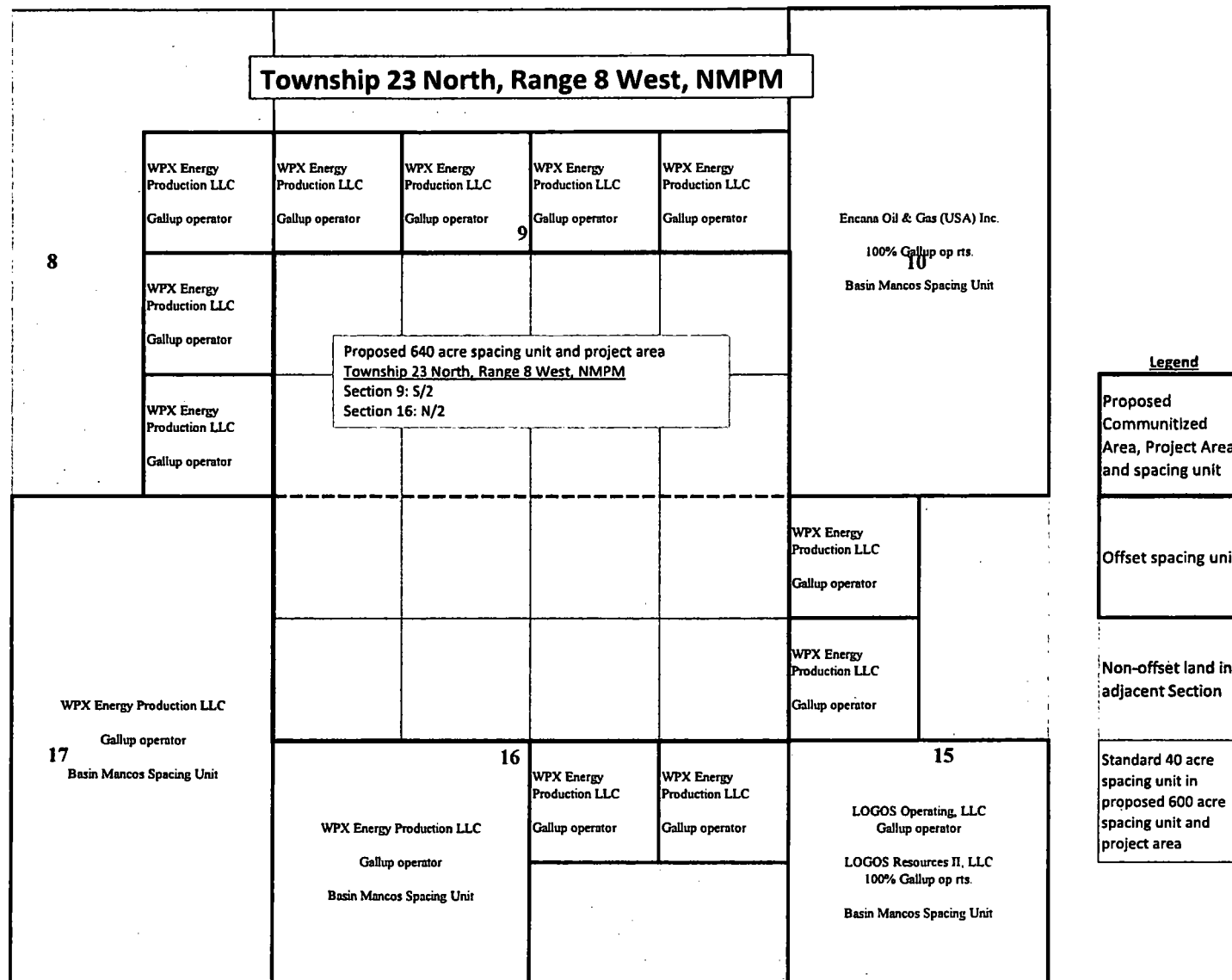
Name and Percent ORRI Owners: Jimski, Inc. – 0.5%

Charles B. Gonsales – 1.5%

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

RECAPITULATION

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



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

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

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

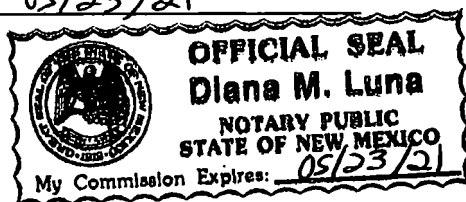
AFFIDAVIT OF NOTICE

J. Scott Hall, attorney and authorized representative of the Applicant in this matter, being first duly sworn, upon oath states that he sent copies of the Application in this matter to the parties as specified on the attached Exhibit A.

SUBSCRIBED AND SWORN to before me this 3rd day of May, 2018.

My Commission Expires:

05/23/21



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

EXHIBIT A

OCD Case No. 16105 (LOGOS Operating, LLC)

OFFSETTING INTEREST OWNERS

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

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

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

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

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

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



**MONTGOMERY
& ANDREWS**
LAW FIRM

J. SCOTT HALL
Cell: (505) 670-7362
Email: shall@montand.com
www.montand.com

April 12, 2018

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

To: Offsetting Interest Owners

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

Ladies and Gentlemen:

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

Parties desiring to appear in this case are required by Division Rule 19.15.4.13 NMAC to file a pre-hearing statement on or before 5 p.m. on the Thursday preceding the scheduled hearing date. The prehearing statement must be filed at the Division's Santa Fe office at the above specified address and an additional copy provided to LOGOS Operating, LLC, at 2010 Afton Place, Farmington, NM 87401. The pre-hearing statement must include the name of the party and its attorneys, a concise statement of the party's position regarding this matter, the names of all witnesses the party will call to testify at hearing; the approximate time the party will need to present its case, and must identify any procedural matters that are to be resolved prior to the hearing.

Sincerely,

J. Scott Hall

Enclosure

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

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

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

EXHIBIT A

OCD Case No. 16105 (LOGOS Operating, LLC)

OFFSETTING INTEREST OWNERS

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

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

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

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

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

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

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

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

CASE NO. 16105

APPLICATION

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

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

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

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

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

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

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

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

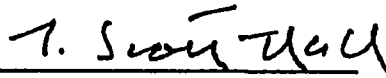
formation, the entire proposed 600 Acre Communitized Area should be treated as a single project area.

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

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

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

Respectfully submitted,



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

Attorneys for LOGOS Operating, LLC

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

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Domestic Mail Only

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OFFICIAL USE

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Extra Services & Fees (check box, add fee as appropriate)

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☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

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Total

\$

Sent

Street

City

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

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7015 1730 0000 9793 6024

SANTA FE NM
APR 12 2018
USPO 87504
13847-1802
LO605

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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

2. Article Number (Transfer from service label):

7015 1730 0000 9793 6024

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item?
If YES, enter delivery address below:

☐ Yes ☒ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

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SANTA FE NM
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 APR 12 2018

USPO 87504 a
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L0605

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

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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

9590 9403 0913 5223 4340 30

2. Article Number (Transfer from service label)

7015 1730 0000 9793 6031

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

[Signature]

C. Date of Delivery
 APR 16 2018

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
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| \$ AZ | Denver, CO 80202 |

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

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

9590 9403 0913 5223 4339 96

2. Article Number (Transfer from service label)

7015 1730 0000 9793 6055

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

4-16-18

D. Is delivery address different from item 1? ☐ Yes
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310 Old Santa Fe Trail
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**New Mexico State Land Office
310 Old Santa Fe Trail
Santa Fe, NM 87501**

A. Signature

B. Received by (Printed Name)

☐ Agent

☐ Addressee

B. Received by (Printed Name)

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

3. Service Type

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9590 9403 0913 5223 4340 23

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

9590 9403 0913 5223 4340 16

2. Article Number (Transfer from service label)

7015 1730 0000 9793 6079

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x *Art Garcia*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

ART GARCIA

C. Date of Delivery

4/16/18

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

3. Service Type

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

AFFIDAVIT OF NOTICE

J. Scott Hall, attorney and authorized representative of the Applicant in this matter, being first duly sworn, upon oath states that he sent copies of the Amended Application in this matter to the parties as specified on the attached Exhibit A.

SUBSCRIBED AND SWORN to before me this 3rd day of May, 2018.

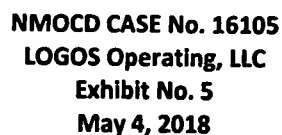
My Commission Expires:

EXHIBIT A

OCD Case No. 16105 (LOGOS Operating, LLC)

AFFECTED PERSONS

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

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

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

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

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

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



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& ANDREWS**
LAW FIRM

J. SCOTT HALL
Cell: (505) 670-7362
Email: shall@montand.com
www.montand.com

May 1, 2018

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

To: AFFECTED PERSONS

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

Ladies and Gentlemen:

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

Parties desiring to appear in this case are required by Division Rule 19.15.4.13 NMAC to file a pre-hearing statement on or before 5 p.m. on the Thursday preceding the scheduled hearing date. The prehearing statement must be filed at the Division's Santa Fe office at the above specified address and an additional copy provided to LOGOS Operating, LLC, at 2010 Afton Place, Farmington, NM 87401. The pre-hearing statement must include the name of the party and its attorneys, a concise statement of the party's position regarding this matter, the names of all witnesses the party will call to testify at hearing; the approximate time the party will need to present its case, and must identify any procedural matters that are to be resolved prior to the hearing.

Sincerely,

J. Scott Hall

Enclosure

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

REPLY TO:

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

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

EXHIBIT A

OCD Case No. 16105 (LOGOS Operating, LLC)

AFFECTED PERSONS

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

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

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

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

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

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

MAY 01 2018 PM03:19

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

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

CASE NO. 16105

AMENDED APPLICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

Respectfully submitted,



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

Attorneys for LOGOS Operating, LLC

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

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Denver, CO 80202

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1111 Travis Street
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