

District I
1625 N. French Drive, Hobbs, NM 88240
District II
811 S. First St., Artesia, NM 88210
District III
1000 Rio Brazos Road, Aztec, NM 87410
District IV
1220 S. St Francis Dr, Santa Fe, NM
87505

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B
Revised August 1, 2011

OIL CONSERVATION DIVISION
1220 S. St Francis Drive
Santa Fe, New Mexico 87505

Submit the original
application to the Santa Fe
office with one copy to the
appropriate District Office.

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: OXY USA INC.
OPERATOR ADDRESS: PO BOX 4294, HOUSTON, TX, 77210
APPLICATION TYPE:

☐ Pool Commingling ☐ Lease Commingling ☒ Pool and Lease Commingling ☐ Off-Lease Storage and Measurement (Only if not Surface Commingled)

LEASE TYPE: ☐ Fee ☐ State ☒ Federal

Is this an Amendment to existing Order? ☒ Yes ☐ No If "Yes", please include the appropriate Order No. PLC 670A
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling
☒ Yes ☐ No

(A) POOL COMMINGLING
Please attach sheets with the following information

(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes
SEE ATTACHED					

- (2) Are any wells producing at top allowables? ☐ Yes ☒ No
(3) Has all interest owners been notified by certified mail of the proposed commingling? ☒ Yes ☐ No.
(4) Measurement type: ☐ Metering ☒ Other (Specify) WELL TESTS
(5) Will commingling decrease the value of production? ☐ Yes ☒ No If "yes", describe why commingling should be approved

(B) LEASE COMMINGLING
Please attach sheets with the following information

- (1) Pool Name and Code.
(2) Is all production from same source of supply? ☐ Yes ☐ No
(3) Has all interest owners been notified by certified mail of the proposed commingling? ☐ Yes ☐ No
(4) Measurement type: ☐ Metering ☐ Other (Specify)

(C) POOL and LEASE COMMINGLING
Please attach sheets with the following information

- (1) Complete Sections A and E.

(D) OFF-LEASE STORAGE and MEASUREMENT
Please attached sheets with the following information

- (1) Is all production from same source of supply? ☐ Yes ☐ No
(2) Include proof of notice to all interest owners.

(E) ADDITIONAL INFORMATION (for all application types)
Please attach sheets with the following information

- (1) A schematic diagram of facility, including legal location.
(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.
(3) Lease Names, Lease and Well Numbers, and API Numbers.

I hereby certify that the information above is true and complete to the best of my knowledge and belief.

SIGNATURE: Sandra Musallam TITLE: REGULATORY ENGINEER DATE: 11/22/2021
TYPE OR PRINT NAME SANDRA MUSALLAM TELEPHONE NO.: 713-366-5106
E-MAIL ADDRESS: SANDRA_MUSALLAM@OXY.COM

Revised March 23, 2017

RECEIVED:	REVIEWER:	TYPE:	APP NO:
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ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

NEW MEXICO OIL CONSERVATION DIVISION
 - Geological & Engineering Bureau -
 1220 South St. Francis Drive, Santa Fe, NM 87505



ADMINISTRATIVE APPLICATION CHECKLIST

THIS CHECKLIST IS MANDATORY FOR ALL ADMINISTRATIVE APPLICATIONS FOR EXCEPTIONS TO DIVISION RULES AND REGULATIONS WHICH REQUIRE PROCESSING AT THE DIVISION LEVEL IN SANTA FE

Applicant: OXY USA INC **OGRID Number:** 16696
Well Name: PRECIOUS 30-18 FED COM 10H & MULTIPLE **API:** 30-015-46463 & MULTIPLE
Pool: INGLE WELLS, BONE SPRING & OTHERS **Pool Code:** 33740 & OTHERS

SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION INDICATED BELOW

1) TYPE OF APPLICATION: Check those which apply for [A]

A. Location - Spacing Unit - Simultaneous Dedication

☐ NSL ☐ NSP (PROJECT AREA) ☐ NSP (PRORATION UNIT) ☐ SD

B. Check one only for [I] or [II]

[I] Commingling - Storage - Measurement

☐ DHC ☐ CTB ☒ PLC ☐ PC ☐ OLS ☐ OLM

AMNEDMENT TO
PLC 670A

[II] Injection - Disposal - Pressure Increase - Enhanced Oil Recovery

☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR

2) NOTIFICATION REQUIRED TO: Check those which apply.

- A. ☐ Offset operators or lease holders
 B. ☒ Royalty, overriding royalty owners, revenue owners
 C. ☐ Application requires published notice
 D. ☐ Notification and/or concurrent approval by SLO
 E. ☒ Notification and/or concurrent approval by BLM
 F. ☐ Surface owner
 G. ☒ For all of the above, proof of notification or publication is attached, and/or,
 H. ☐ No notice required

FOR OCD ONLY

- ☐ Notice Complete
☐ Application Content Complete

3) CERTIFICATION: I hereby certify that the information submitted with this application for administrative approval is **accurate** and **complete** to the best of my knowledge. I also understand that **no action** will be taken on this application until the required information and notifications are submitted to the Division.

Note: Statement must be completed by an individual with managerial and/or supervisory capacity.

SANDRA MUSALLAM

Print or Type Name

Signature

11/22/2021

Date

713-366-5106

Phone Number

SANDRA.MUSALLAM@OXY.COM

e-mail Address

APPLICATION FOR POOL LEASE COMMINGLE AND OFF-LEASE STORAGE, MEASUREMENT AND SALES

Commingle Proposal for Oil Production at the Precious Battery

OXY USA INC requests to amend to commingle permit PLC 670A for oil production at the Precious Battery (E 31 T23S R31E). Arkenstone 31 Fed Com 5H will be added, and Arkenstone 31 Fed Com 3H, 4H, 6H and 9H have amended spacing units. Also, Arkenstone wells have an updated pool designation. All wells still have BLM NRI of 12.5% and share one facility train.

This commingle request includes the current and future wells in the pools and leases/CAs listed below.

POOL & LEASE COMMINGLE & OFF-LEASE STORAGE, MEASUREMENT AND SALES

COM AGREEMENTS PENDING

25% BLM ROYALTY 12.5% (NMNM 0546237) & 5% BLM ROYALTY 12.5% (NMNM 017057) & 20% BLM ROYALTY 12.5% (NMNM 021639) & 30% BLM ROYALTY 12.5% (NMNM 0533177) & 20% BLM ROYALTY 12.5% (NMNM 021640) FOR BLM INTEREST ALLOCATION OF 12.5%

WELL NAME	API	SURFACE LOCATION	POOL	POOL CODE	EST DATE ONLINE	EST OIL BOPD	EST GRAVITY API	EST GAS MCFPD	EST BTU/CF	EST WAT BWPD
PRECIOUS 30_18 FED COM 10H	30-015-46463	A-31-23S-31E	INGLE WELLS; BONE SPRING	33740	Apr-21	529	44	2501	1311	1341
PRECIOUS 30_18 FED COM 13H	30-015-46531	B-31-23S-31E	INGLE WELLS; BONE SPRING	33740	TBD	1485	44	3363	1300	2308
PRECIOUS 30_18 FED COM 14H	30-015-46615	B-31-23S-31E	INGLE WELLS; BONE SPRING	33740	TBD	1485	44	3363	1300	2308
PRECIOUS 30_18 FED COM 174H	30-015-46610	C-31-23S-31E	WC-015 G-08 S233135D;WOLFCAMP	98236	TBD	1290	44.4	4677	1325	2206
PRECIOUS 30_18 FED COM 175H	30-015-46457	A-31-23S-31E	WC-015 G-08 S233135D;WOLFCAMP	98236	TBD	1290	44.4	4677	1325	2206
PRECIOUS 30_18 FED COM 176H	30-015-46462	A-31-23S-31E	WC-015 G-08 S233135D;WOLFCAMP	98236	TBD	1290	44.4	4655	1325	2206
PRECIOUS 30_18 FED COM 24H	30-015-46540	C-31-23S-31E	INGLE WELLS; BONE SPRING	33740	TBD	1485	44	3363	1300	2308
PRECIOUS 30_18 FED COM 25H	30-015-46545	A-31-23S-31E	INGLE WELLS; BONE SPRING	33740	TBD	1485	44	3363	1300	2308
PRECIOUS 30_18 FED COM 26H	30-015-46542	A-31-23S-31E	INGLE WELLS; BONE SPRING	33740	TBD	1485	44	3363	1300	2308
PRECIOUS 30_18 FED COM 33H	30-015-46617	B-31-23S-31E	INGLE WELLS; BONE SPRING	33740	TBD	1485	44	3363	1300	2308
PRECIOUS 30_18 FED COM 34H	30-015-46616	B-31-23S-31E	INGLE WELLS; BONE SPRING	33740	TBD	1485	44	3363	1300	2308
PRECIOUS 30_18 FED COM 3H	30-015-46350	B-31-23S-31E	INGLE WELLS; BONE SPRING	33740	TBD	1485	44	3363	1300	2308
PRECIOUS 30_18 FED COM 44H	30-015-46544	C-31-23S-31E	WC-015 G-08 S233135D;WOLFCAMP	98236	TBD	1290	44.4	4677	1325	2206
PRECIOUS 30_18 FED COM 45H	30-015-46525	B-31-23S-31E	WC-015 G-08 S233135D;WOLFCAMP	98236	TBD	1290	44.4	4677	1325	2206
PRECIOUS 30_18 FED COM 46H	30-015-46524	A-31-23S-31E	WC-015 G-08 S233135D;WOLFCAMP	98236	TBD	1290	44.4	4655	1325	2206
PRECIOUS 30_18 FED COM 4H	30-015-46464	B-31-23S-31E	INGLE WELLS; BONE SPRING	33740	Apr-21	951	44	3728	1297	1750
PRECIOUS 30_18 FED COM 5H	30-015-46448	A-31-23S-31E	INGLE WELLS; BONE SPRING	33740	Apr-21	805	44	4361	1288	1330
PRECIOUS 30_18 FED COM 6H	30-015-46465	A-31-23S-31E	INGLE WELLS; BONE SPRING	33740	Apr-21	469	44	2681	1296	1107

COM AGREEMENTS PENDING

9.799% BLM ROYALTY 12.5% (NMNM0546237) & 5.082% BLM ROYALTY 12.5% (NMNM 0546732) & 35.0645% BLM ROYALTY 12.5% (NMNM 021639) & 30.0168% BLM ROYALTY 12.5% (NMNM 0533177) & 20.0377% BLM ROYALTY 12.5% (NMNM 21640) FOR BLM INTEREST ALLOCATION OF 12.5%

WELL NAME	API	SURFACE LOCATION	POOL	POOL CODE	EST DATE ONLINE	EST OIL BOPD	EST GRAVITY API	EST GAS MCFPD	EST BTU/CF	EST WAT BWPD
PRECIOUS 30_18 FED COM 11H	30-015-46376	C-31-23S-31E	INGLE WELLS; BONE SPRING	33740	TBD	1085	44	2794	1300	1705
PRECIOUS 30_18 FED COM 12H	30-015-46533	C-31-23S-31E	INGLE WELLS; BONE SPRING	33740	TBD	1085	44	2794	1300	1705
PRECIOUS 30_18 FED COM 171H	30-015-46581	D-31-23S-31E	WC-015 G08 S233135D;WOLFCAMP	98236	TBD	1234	44.4	4502	1325	2147
PRECIOUS 30_18 FED COM 172H	30-015-46582	D-31-23S-31E	WC-015 G08 S233135D;WOLFCAMP	98236	TBD	1234	44.4	4480	1325	2147
PRECIOUS 30_18 FED COM 173H	30-015-46543	C-31-23S-31E	WC-015 G08 S233135D;WOLFCAMP	98236	TBD	1234	44.4	4480	1325	2147
PRECIOUS 30_18 FED COM 1H	30-015-46373	D-31-23S-31E	INGLE WELLS; BONE SPRING	33740	Apr-21	846	44	3952	1325	1512
PRECIOUS 30_18 FED COM 21H	30-015-46522	D-31-23S-31E	INGLE WELLS; BONE SPRING	33740	TBD	1085	44	2794	1300	1705
PRECIOUS 30_18 FED COM 22H	30-015-46678	D-31-23S-31E	INGLE WELLS; BONE SPRING	33740	TBD	1085	44	2794	1300	1705
PRECIOUS 30_18 FED COM 23H	30-015-46541	C-31-23S-31E	INGLE WELLS; BONE SPRING	33740	TBD	1085	44	2794	1300	1705
PRECIOUS 30_18 FED COM 2H	30-015-46473	D-31-23S-31E	PURPLE SAGE; WOLFCAMP (GAS)	98220	Apr-21	379	44.4	2201	1289	852
PRECIOUS 30_18 FED COM 31H	30-015-46520	D-31-23S-31E	INGLE WELLS; BONE SPRING	33740	TBD	1234	44	4476	1300	2147
PRECIOUS 30_18 FED COM 32H	30-015-46611	D-31-23S-31E	INGLE WELLS; BONE SPRING	33740	TBD	1234	44	4476	1300	2147
PRECIOUS 30_18 FED COM 41H	30-015-46521	D-31-23S-31E	WC-015 G08 S233135D;WOLFCAMP	98236	TBD	1234	44.4	4502	1325	2147
PRECIOUS 30_18 FED COM 42H	30-015-46609	D-31-23S-31E	WC-015 G08 S233135D;WOLFCAMP	98236	TBD	1234	44.4	4480	1325	2147
PRECIOUS 30_18 FED COM 43H	30-015-46614	C-31-23S-31E	WC-015 G08 S233135D;WOLFCAMP	98236	TBD	1234	44.4	4480	1325	2147
PRECIOUS 30_18 FED COM 7H	30-015-46372	D-31-23S-31E	INGLE WELLS; BONE SPRING	33740	Apr-21	626	44	3120	1289	1268
PRECIOUS 30_18 FED COM 9H	30-015-46523	C-31-23S-31E	INGLE WELLS; BONE SPRING	33740	Apr-21	797	44	3320	1311	1287

100% BLM ROYALTY 12.5% (NMNM0531277A)

WELL NAME	API	SURFACE LOCATION	POOL	POOL CODE	EST DATE ONLINE	EST OIL BOPD	EST GRAVITY API	EST GAS MCFPD	EST BTU/CF	EST WAT BWPD
FNR 26 FEDERAL #2H	30-015-41647	L-26-235-30E	FORTY NINER RIDGE; DELAWARE, SW (O)	96477	Aug-2014	37	42.1	110	1350	248
FNR 26 FEDERAL #4H*	30-015-41012	M-26-235-30E	FORTY NINER RIDGE; DELAWARE, SW (O)	96477	Jun-2014	0	42.1	0	1320	0
FNR 26 FEDERAL 001	30-015-30412	M-26-235-30E	WC FORTY NINER RIDGE; DELAWARE, SE & FORTY NINER RIDGE; BONE SPRING	96843 & 24720	Mar-1999	3	42.1	8	1305	10
FNR 35 FEDERAL #1H	30-015-42275	D-35-235-30E	SAND DUNES; DELAWARE, SOUTH	53818	Dec-2014	0	42.1	31	1303	0
FNR 35 FEDERAL #3H	30-015-42298	L-35-235-30E	SAND DUNES; DELAWARE, SOUTH	53818	Sep-2014	25	42.1	106	1265	449

*SHUT IN

COM AGREEMENTS PENDING**87.5% BLM ROYALTY 12.5% (NMNM0546732A) & 12.5% BLM ROYALTY 12.5% (NMNM 0544986B) FOR BLM INTEREST ALLOCATION OF 12.5%**

WELL NAME	API	SURFACE LOCATION	POOL	POOL CODE	EST DATE ONLINE	EST OIL BOPD	EST GRAVITY API	EST GAS MCFPD	EST BTU/CF	EST WAT BWPD
ARKENSTONE 31 FED COM 5H	30-015-47319	A-31-235-31E	COTTON DRAW; BONE SPRING	13367	Dec-2022	699	44	2076	1300	1096
ARKENSTONE 31 FEDERAL 10H	30-015-46323	A-31-235-31E	COTTON DRAW; BONE SPRING	13367	Dec-2022	620	44	1937	1300	1166

COM AGREEMENT PENDING**50% BLM ROYALTY 12.5% (NMNM0546732A) & 50% BLM ROYALTY 12.5% (NMNM 082904) FOR BLM INTEREST ALLOCATION OF 12.5%**

WELL NAME	API	SURFACE LOCATION	POOL	POOL CODE	EST DATE ONLINE	EST OIL BOPD	EST GRAVITY API	EST GAS MCFPD	EST BTU/CF	EST WAT BWPD
ARKENSTONE 31 FEDERAL 3H	30-015-46618	B-31-235-31E	COTTON DRAW; BONE SPRING	13367	Mar-2022	1085	44	2794	1300	1705

COM AGREEMENT PENDING**38.5% BLM ROYALTY 12.5% (NMNM0546732A) & 61.5% BLM ROYALTY 12.5% (NMNM 082904) FOR BLM INTEREST ALLOCATION OF 12.5%**

WELL NAME	API	SURFACE LOCATION	POOL	POOL CODE	EST DATE ONLINE	EST OIL BOPD	EST GRAVITY API	EST GAS MCFPD	EST BTU/CF	EST WAT BWPD
ARKENSTONE 31 FED COM 4H	30-015-46619	B-31-235-31E	COTTON DRAW; BONE SPRING	13367	Mar-2022	1085	44	2794	1300	1705

COM AGREEMENT PENDING**37.5% BLM ROYALTY 12.5% (NMNM0546732A) & 12.5% BLM ROYALTY 12.5% (NMNM0544986B) & 50% BLM ROYALTY 12.5% (NMNM 082904) FOR BLM INTEREST ALLOCATION OF 12.5%**

WELL NAME	API	SURFACE LOCATION	POOL	POOL CODE	EST DATE ONLINE	EST OIL BOPD	EST GRAVITY API	EST GAS MCFPD	EST BTU/CF	EST WAT BWPD
ARKENSTONE 31 FEDERAL 6H	30-015-46320	A-31-235-31E	COTTON DRAW; BONE SPRING	13367	Apr-2021	629	44	3148	1300	1445

COM AGREEMENT PENDING**50% BLM ROYALTY 12.5% (NMNM0546732A) & 50% BLM ROYALTY 12.5% (NMNM 082904) FOR BLM INTEREST ALLOCATION OF 12.5%**

WELL NAME	API	SURFACE LOCATION	POOL	POOL CODE	EST DATE ONLINE	EST OIL BOPD	EST GRAVITY API	EST GAS MCFPD	EST BTU/CF	EST WAT BWPD
ARKENSTONE 31 FEDERAL 9H	30-015-46322	C-31-235-31E	COTTON DRAW; BONE SPRING	13367	Mar-2022	1085	44	2794	1300	1705

100% BLM ROYALTY 12.5% (NMNM0546732A) FOR BLM INTEREST ALLOCATION OF 12.5%

WELL NAME	API	SURFACE LOCATION	POOL	POOL CODE	EST DATE ONLINE	EST OIL BOPD	EST GRAVITY API	EST GAS MCFPD	EST BTU/CF	EST WAT BWPD
ARKENSTONE 31 FEDERAL 1H	30-015-46370	D-31-235-31E	COTTON DRAW; BONE SPRING	13367	Dec-2022	705	44	2093	1300	1109
ARKENSTONE 31 FEDERAL 2H	30-015-46677	D-31-235-31E	COTTON DRAW; BONE SPRING	13367	Dec-2022	760	44	2085	1300	1201
ARKENSTONE 31 FEDERAL 7H	30-015-46321	D-31-235-31E	COTTON DRAW; BONE SPRING	13367	Dec-2022	705	44	2088	1300	1109

Production estimates are average of first 6-month volumes or most recent NMOC reported data.

Process Description:

The Precious CTB has two trains for capacity purposes. All wells at the facility have identical BLM royalty, therefore each well can flow to any train. For each Facility Train, production is sent through a 10' X 40' three-phase production separator. Oil production flows through a line heater then to two 8' X 20' heater treaters before being sent to a 4' vapor recovery tower. It then flows to two oil storage tanks before being pumped through one of two LACT meters, which serve as the FMPs for BLM royalty payments. A truck load FMP is set-up at the Facility for use as back-up in the event of a LACT meter failure.

Oil production is allocated back to each well based on well test. For testing purposes, each Train is equipped with three permanent 6' x 20' three-phase test separators. Each test vessel is equipped with oil turbine meters, gas orifice meters and water turbine meters. In addition, each Train is equipped to add up to three portable 6' X 20' three-phase test separators. Any portable test separator will be equipped with an oil turbine meter, gas orifice meter and water turbine meter.

All wells are tested daily prior to Range 1 of decline and are tested at least three times per month during Range 1 of decline. When Range 2 decline is started, the wells are tested at least twice per month. Wells are tested at least once per month when Range 3 of decline is started, as specified in Hearing Order R-14299.

Gas production from all wells at each Train are combined after the production and test separators. It then flows through an orifice meter, which serves as the gas FMP for that Train for the purpose of royalty payment, then sent to sales. Gas production commingling is handled through PLC 749.

All water from the Precious Battery is sent to the Sand Dunes Water Disposal System.

Additional Application Components:

The flow of production is shown in detail on the enclosed facility diagram. Also enclosed is a map detailing the lease boundaries, well and battery locations.

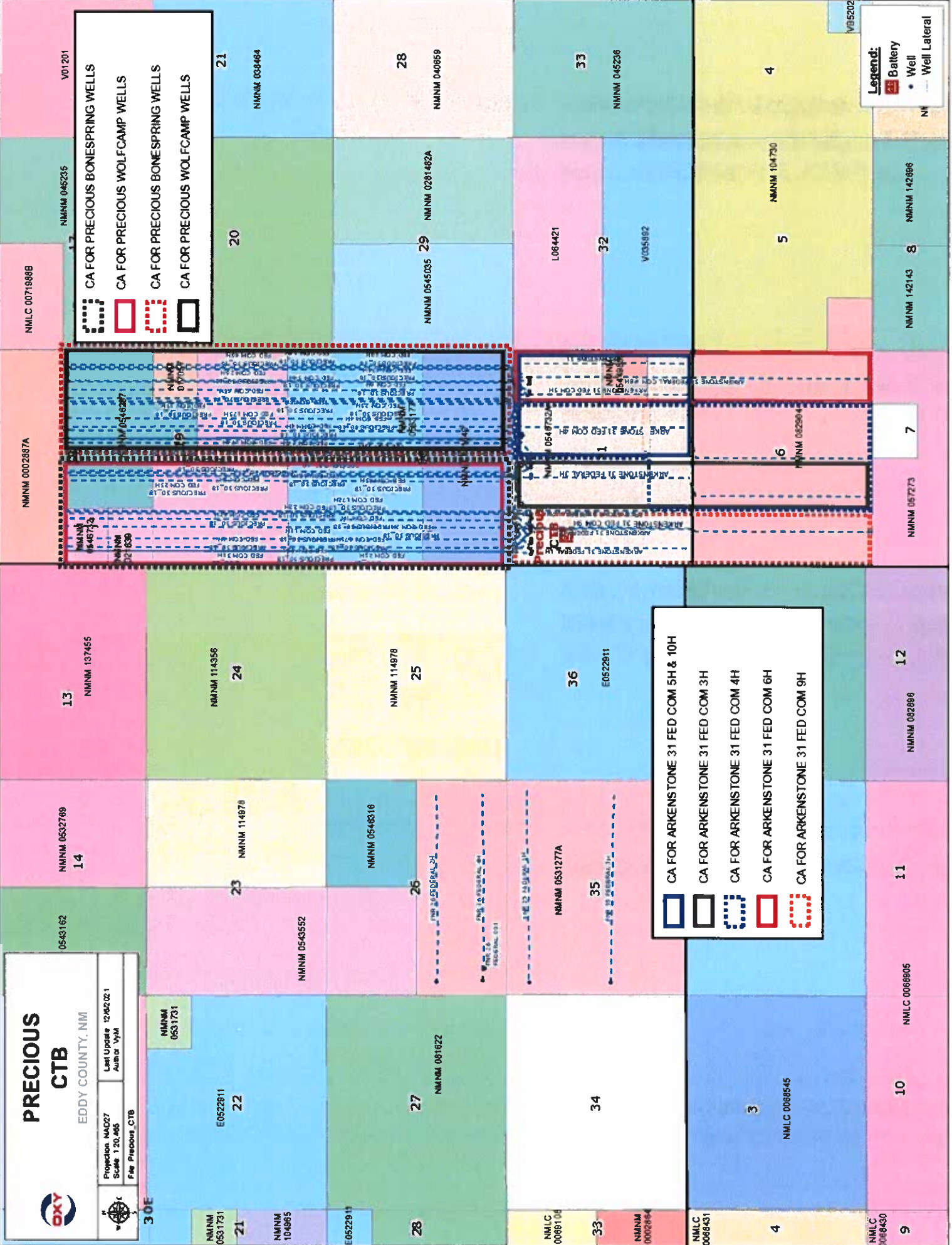
The oil and gas meters will be calibrated on a regular basis per API, NMOCD and BLM specifications.

Pursuant to Statewide rule 19.15.12.10(C)(4)(g) OXY USA INC requests the option to include additional pools or leases within the defined parameters set forth in the Order for future additions.

Commingling will not reduce the individual wells' production value or otherwise adversely affect the interest owners. It is the most effective means of producing the reserves.

The surface commingle application will be submitted separately for approval per NMOCD and BLM regulations.

OXY USA INC understands the requested approval will not constitute the granting of any right-of-way or construction rights not granted by the lease instrument.







**OXY USA WTP Limited Partnership / OXY USA INC /
OCCIDENTAL PERMIAN LTD**
A subsidiary of Occidental Petroleum Corporation

5 Greenway Plaza, Suite 110, Houston, Texas 77046
P.O. Box 4294, Houston, Texas 77210-4294
Direct: 713.366.5106
Sandra_Musallam@oxy.com

December 14, 2021

Re: Application for Pool and Lease Commingle Permit and Off-lease Measurement, Sales, & Storage for Oil Production at the Precious Battery in Eddy County, New Mexico.

Dear Interest Owner:

This is to advise you that OXY USA INC is filing an amendment to PLC 670A for oil production at the Precious Battery. A copy of the application submitted to the Division is attached. *This commingle request includes the current and future wells in the leases/CAs and pools listed in the attached application.*

Any objections or requests for a hearing regarding this application must be submitted to the New Mexico Oil Conservation Division Santa Fe Office within 20 Days from the date of this letter.

Pursuant to Statewide rule 19.15.12.10(C)(4)(g) OXY USA INC requests the option to include additional pools or leases within the defined parameters set forth in the order for future additions.

For questions regarding this application, please contact Sandra Musallam at (713) 366-5106.

Respectfully,

A handwritten signature in blue ink, appearing to read "S Musallam".

OXY USA INC
Sandra Musallam
Regulatory Engineer – Compliance Lead
Sandra_Musallam@oxy.com

MAILED 12/14/2021

NAME	ADDRESS	CITY	STATE	ZIP	TRACKING NUMBER
A G ANDRIKOPOULOS RESOURCES INC	P O BOX 788	CHEYENNE	WY	82003	9414811898765845812799
ANGELA LEIGH SIMPSON STARRETT	1721 WISTERIA WAY	WESTLAKE	TX	76262	9414811898765845812744
ANTELOPE ENERGY COMPANY LLC	1801 BROADWAY STE 1550	DENVER	CO	80202	9414811898765845812737
ARROTT FAMILY REV TR	PO BOX 95074	NORTH LITTLE ROCK	AR	72190	9414811898765845812775
ARROTT FAMILY REVOCABLE TR	PO BOX 11566	BIRMINGHAM	AL	35202	9414811898765845812911
BALONEY FEATHERS LTD	PO BOX 1586	LUBBOCK	TX	79408	9414811898765845812959
BOARD OF REGENTS UNIVERSITY OF NM	1 UNIVERSITY OF NEW MEXICO MSC06 3595	ALBUQUERQUE	NM	87131	9414811898765845812966
BRYAN BELL FAMILY LLC	P O BOX 24591	NEW ORLEANS	LA	70184	9414811898765845812928
CATHLEEN ANN ADAMS REV TR	PO BOX 45807	RIO RANCHO	NM	87174	9414811898765845812904
CLAY JOHNSON	1603 NORTH BIG SPRING ST	MIDLAND	TX	79701	9414811898765845812997
CONEJOS ENERGY LLC	208 PEREGRINE HILL CIRCLE	MIDLAND	TX	79707	9414811898765845812942
CONOCOPHILLIPS COMPANY	P O BOX 2197	HOUSTON	TX	77252	9414811898765845812980
CONQUISTADOR COUNCIL BOY SCOUTS	P O BOX 840738	DALLAS	TX	75284	9414811898765845812973
DOUGLAS A DENTON	3323 N MIDLAND DR STE 113-167	MIDLAND	TX	79707	9414811898765845812614
FREDDIE JEAN WHEELER	3744 DOVER DR	ODESSA	TX	79762	9414811898765845812652
GIBSON FAMILY PROPERTIES LP	2000 SINCLAIR	MIDLAND	TX	79705	9414811898765845812669
GILMORE RESOURCES INC	PO BOX 577	KIMBALL	NE	69145	9414811898765845812621
HOWARD A RUBIN INC	623 CAMINO RANCHEROS	SANTA FE	NM	87505	9414811898765845812690
HURT PROPERTIES LP	PO BOX 1927	ABINGDON	VA	24212	9414811898765845812645
JADT MINERALS LTD	PO BOX 190229	DALLAS	TX	75219	9414811898765845812683
JAMES R HURT	PO BOX 72	ODESSA	TX	79760	9414811898765845812638
KASTLEFORD LAND COMPANY LLC	PO BOX 51540	MIDLAND	TX	79710	9414811898765845812676
LORRAINE L JOHNSON LIVING TRUST	PO BOX 3480	OMAHA	NE	68103	9414811898765845812119
MATTHEW CAUL CRAIGHEAD	4210 COUNTRY DR	VERNON	TX	76384	9414811898765845812157
MCQUIDDY COMMUNICATION & ENERGY	PO BOX 2072	ROSWELL	NM	88202	9414811898765845812164
MORRIS E & HOLLY K SCHERTZ	P O BOX 2588	ROSWELL	NM	88202	9414811898765845812126
NEW MEXICO MILITARY INSTITUTE	101 W COLLEGE BLVD	ROSWELL	NM	88201	9414811898765845812102
NWS OIL & GAS LTD	PO BOX 45	MIDLAND	TX	79702	9414811898765845812195
PATRICIA BOYLE YOUNG MANAGEMENT TR	P O BOX 1037	OKMULGEE	OK	74447	9414811898765845812140
PENASCO PETROLEUM LLC	P O BOX 2292	ROSWELL	NM	88202	9414811898765845812188
RICHARD C GIBSON	P O BOX 3817	MIDLAND	TX	79702	9414811898765845812133
RICHARD DONALD JONES JR	200 N GAINES RD	CEDAR CREEK	TX	78612	9414811898765845812171
RICHARD K BARR FAMILY TRUST	804 PARK VISTA CIRCLE	SOUTHLAKE	TX	76092	9414811898765845812317
ROBERT N ENFIELD REV TRUST	P O BOX 40909	AUSTIN	TX	78704	9414811898765845812355
ROLLA R HINKLE III	P O BOX 2292	ROSWELL	NM	88202	9414811898765845812324
ROYALTY ASSET HOLDINGS II LP	5956 SHERRY LN STE 1221	DALLAS	TX	75225	9414811898765845812300
RUBIE CROSBY BELL FAMILY LLC	P O BOX 24591	NEW ORLEANS	LA	70184	9414811898765845812393
SCOTT E WILSON BYPASS TRUST	11644 BLALOCK LN	HOUSTON	TX	77024	9414811898765845812348
THE KINCHELOE III LLC	1857 PASEO SAN LUIS STE 4	SIERRA VISTA	AZ	85635	9414811898765845812386
WEST BEND ENERGY PARTNERS III LLC	1320 SOUTH UNIVERSITY DR STE 701	FORT WORTH	TX	76107	9414811898765845812331
WEST BEND ENERGY PARTNERS LLC	1320 S UNIVERSITY DR STE 701	FORT WORTH	TX	76107	9414811898765845812379
WRIGHT MINERALS LLC	P O BOX 2312	SANTA FE	NM	87504	9414811898765845812010

Carlsbad Current Argus.

PART OF THE LEXIPRESS NETWORK

Affidavit of Publication

Ad # 0004983306

This is not an invoice

OXY USA INC
5 GREENWAY PLAZA OFFICE 29.076

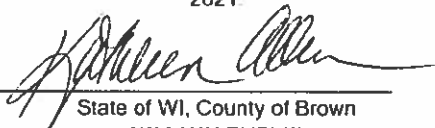
HOUSTON, TX 77046

I, a legal clerk of the Carlsbad Current Argus, a newspaper published daily at the City of Carlsbad, in said county of Eddy, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements may be published; that the printed notice attached hereto was published in the regular and entire edition of said newspaper and not in supplement thereof in editions dated as follows:

11/03/2021


Legal Clerk

Subscribed and sworn before me this November 3, 2021:


State of WI, County of Brown
NOTARY PUBLIC
1-7-25

My commission expires

Notice of Application for Surface Commingling

OXY USA INC located at 5 Greenway Plaza, Suite 110 Houston TX 77046 is applying to the NMOCD to amend surface commingling permit PLC 670A for oil production. The facility is located in Eddy County in Section 31 in T23S R31E. Wells going to this battery are located in Sections 18, 19, 30 and 31 in T23S R31E and Sections 26 and 35 in T23S R30E and Section 6 in T24S R31E. Production is from the Ingle Wells; Bone Spring, WC-015 G 08 5233135D; Wolfcamp, Purple Sage; Wolfcamp (Gas), Forty Niner Ridge, Delaware SW (O), WC Forty Niner Ridge, Delaware SE, Forty Niner Ridge, Bone Spring and Sand Dunes; Delaware South. Pursuant to Statewide Rule 19.15.12.10, interested parties must file objections or requests for hearing in writing with the division's Santa Fe office within 20 days after publication, or the NMOCD may approve the application. For questions pertaining to the application, please contact Sandra Musallam at (713) 366-5106. #4983306, Current Argus, Nov 3, 2021

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Ad # 0004983306

PO #:

of Affidavits 1

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Phone: (505) 748-1283 Fax: (505) 748-0720

DISTRICT III
1000 RIO BRAZOS RD., AZTEC, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170

DISTRICT IV
1220 S. ST. FRANCIS DR., SANTA FE, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 SOUTH ST. FRANCIS DR.
Santa Fe, New Mexico 87505

Form C-102

Revised August 1, 2011

Submit one copy to appropriate

District Office

☒ AMENDED REPORT**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number 30-015-46370	Pool Code 13367	Pool Name COTTON DRAW; BONE SPRING
Property Code 326150	Property Name ARKENSTONE "31" FEDERAL	Well Number 1H
GRID No. 16696	Operator Name OXY USA INC.	Elevation 3346.9'

Surface Location

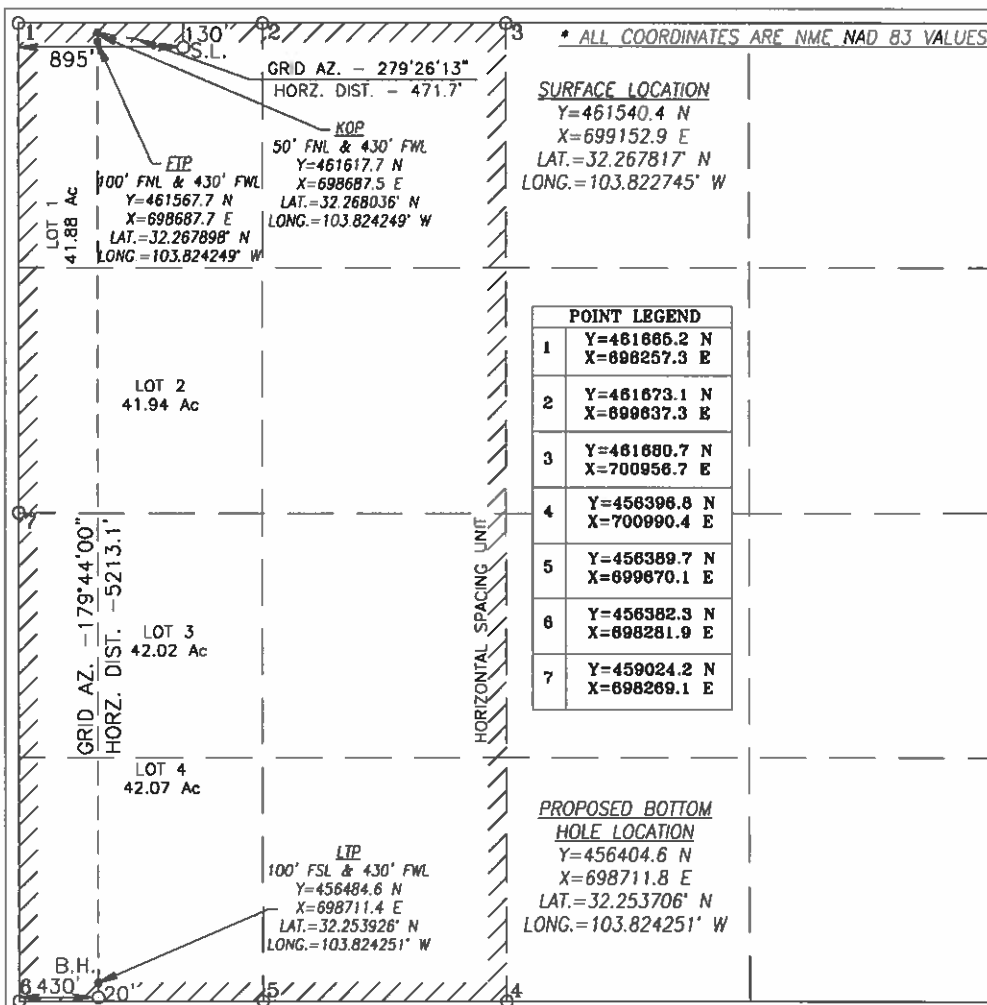
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	31	23-S	31-E		130	NORTH	895	WEST	EDDY

Bottom Hole Location if Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
4	31	23-S	31-E		20	SOUTH	430	WEST	EDDY

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
240			

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

**OPERATOR CERTIFICATION**

I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

Leslie T. Reeves 12/13/2021

Signature Date

LESLIE REEVES

Printed Name

LESLIE_REEVES@OXY.COM

E-mail Address

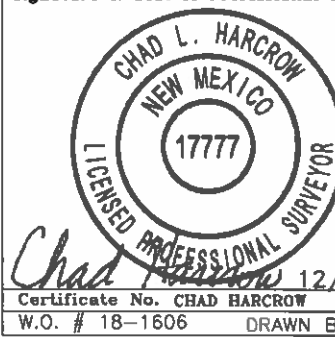
SURVEYOR CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

SEPTEMBER 11, 2018

Date of Survey

Signature & Seal of Professional Surveyor



Certificate No. CHAD HARCROW 17777
W.O. # 18-1606 DRAWN BY: JR

DISTRICT I
1685 N. FRENCH DR., HOBBS, NM 88240
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DISTRICT II
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Phone: (505) 748-1289 Fax: (505) 748-8720

DISTRICT III
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DISTRICT IV
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☒ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-015-46677	Pool Code 13367	Pool Name COTTON DRAW; BONE SPRING
Property Code 326150	Property Name ARKENSTONE 31 FEDERAL	Well Number 2H
OGRID No. 16696	Operator Name OXY USA INC.	Elevation 3347.4'

Surface Location

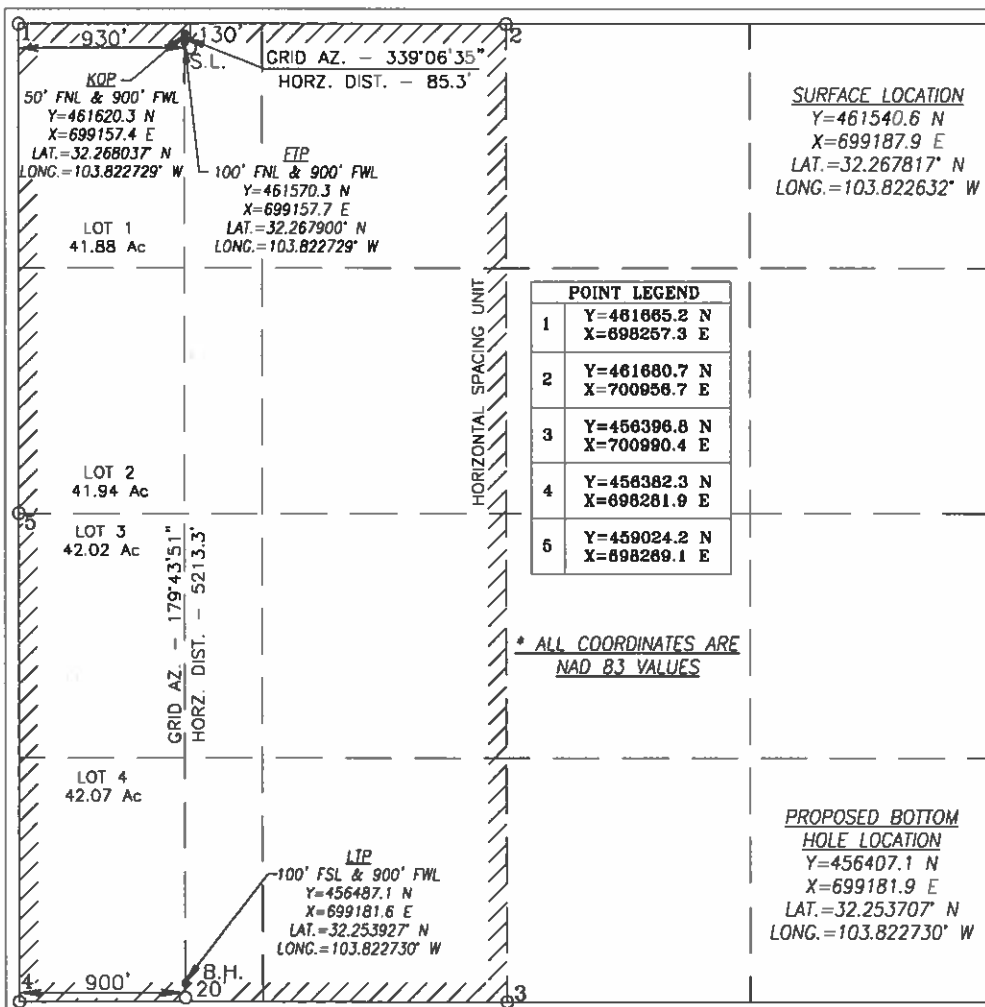
UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	31	23-S	31-E		130	NORTH	930	WEST	EDDY

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
4	31	23-S	31-E		20	SOUTH	900	WEST	EDDY

Dedicated Acres 320	Joint or Infill	Consolidation Code	Order No.
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NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION



OPERATOR CERTIFICATION I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. <i>Leslie T. Reeves</i> 12/13/2021 Signature Date LESLIE REEVES Printed Name LESLIE_REEVES@OXY.COM E-mail Address	
SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief. JULY 10, 2019 Date of Survey Signature & Seal of Professional Surveyor <i>Chad L. Harcrow</i> 7/22/19 Certificate No. CHAD HARCROW 17777 W.O. # 19-1282 DRAWN BY: AM	

DISTRICT I

1625 N. FRENCH DR., HOBBS, NM 88240
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DISTRICT II

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DISTRICT III

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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-015-46618	Pool Code 13367	Pool Name COTTON DRAW; BONE SPRING
Property Code 326150	Property Name ARKENSTONE 31 FEDERAL	Well Number 3H
OGRID No. 16696	Operator Name OXY USA INC.	Elevation 3344.4'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	31	23-S	31-E		130	NORTH	2613	EAST	EDDY

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	6	24-S	31-E		20	SOUTH	1730	WEST	EDDY
Dedicated Acres 320	Joint or Infill	Consolidation Code	Order No.						

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<p>NAD83 SURFACE LOCATION Y=461550.8 N X=700987.5 E LAT.=32.267822° N LONG.=103.816810° W</p> <p>KOP NAD83 50' FNL & 2175' FWL Y=461627.8 N X=700432.4 E LAT.=32.268040° N LONG.=103.818604° W</p> <p>ETP NAD83 100' FNL & 2175' FWL Y=461577.8 N X=700432.7 E LAT.=32.267903° N LONG.=103.818604° W</p> <p>TP1 NAD83 100' FSL & 2175' FWL Y=456494.0 N X=700456.5 E LAT.=32.253929° N LONG.=103.818606° W</p> <p>POINT LEGEND NAD83</p> <table border="1"> <tr><td>1</td><td>Y=461673.1 N</td></tr> <tr><td>2</td><td>X=899637.3 E</td></tr> <tr><td>3</td><td>Y=458308.8 N</td></tr> <tr><td>4</td><td>X=899670.1 E</td></tr> <tr><td>5</td><td>Y=461101.8 N</td></tr> <tr><td>6</td><td>X=899690.8 E</td></tr> <tr><td>7</td><td>Y=461107.7 N</td></tr> <tr><td>8</td><td>X=701001.4 E</td></tr> <tr><td>9</td><td>Y=468398.8 N</td></tr> <tr><td>10</td><td>X=700990.4 E</td></tr> <tr><td>11</td><td>Y=461680.8 N</td></tr> <tr><td>12</td><td>X=700998.8 E</td></tr> </table> <p>TP2 NAD83 100' FNL & 1730' FWL Y=456291.6 N X=700012.2 E LAT.=32.253378° N LONG.=103.820046° W</p> <p>LTP NAD83 100' FSL & 1730' FWL Y=451203.2 N X=700031.9 E LAT.=32.239391° N LONG.=103.820061° W</p> <p>NAD83 PROPOSED BOTTOM HOLE LOCATION Y=451123.2 N X=700032.2 E LAT.=32.239171° N LONG.=103.820061° W</p>	1	Y=461673.1 N	2	X=899637.3 E	3	Y=458308.8 N	4	X=899670.1 E	5	Y=461101.8 N	6	X=899690.8 E	7	Y=461107.7 N	8	X=701001.4 E	9	Y=468398.8 N	10	X=700990.4 E	11	Y=461680.8 N	12	X=700998.8 E	<p>NAD27 SURFACE LOCATION Y=461491.5 N X=659803.9 E LAT.=32.267699° N LONG.=103.816323° W</p> <p>KOP NAD27 50' FNL & 2175' FWL Y=461588.3 N X=659248.9 E LAT.=32.267917° N LONG.=103.818118° W</p> <p>ETP NAD27 100' FNL & 2175' FWL Y=461518.3 N X=659249.1 E LAT.=32.267780° N LONG.=103.818118° W</p> <p>TP1 NAD27 100' FSL & 2175' FWL Y=456434.8 N X=659272.8 E LAT.=32.253806° N LONG.=103.818120° W</p> <p>POINT LEGEND NAD27</p> <table border="1"> <tr><td>1</td><td>Y=461613.8 N</td></tr> <tr><td>2</td><td>X=858453.8 E</td></tr> <tr><td>3</td><td>Y=456330.6 N</td></tr> <tr><td>4</td><td>X=858486.4 E</td></tr> <tr><td>5</td><td>Y=451048.5 N</td></tr> <tr><td>6</td><td>X=858488.8 E</td></tr> <tr><td>7</td><td>Y=451048.6 N</td></tr> <tr><td>8</td><td>X=858487.5 E</td></tr> <tr><td>9</td><td>Y=456337.7 N</td></tr> <tr><td>10</td><td>X=858486.7 E</td></tr> <tr><td>11</td><td>Y=461621.3 N</td></tr> <tr><td>12</td><td>X=858778.0 E</td></tr> </table> <p>TP2 NAD27 100' FNL & 1730' FWL Y=456232.4 N X=658828.5 E LAT.=32.253255° N LONG.=103.819560° W</p> <p>LTP NAD27 100' FSL & 1730' FWL Y=451144.1 N X=658848.0 E LAT.=32.239268° N LONG.=103.819576° W</p> <p>NAD27 PROPOSED BOTTOM HOLE LOCATION Y=451064.1 N X=658848.3 E LAT.=32.239048° N LONG.=103.819576° W</p>	1	Y=461613.8 N	2	X=858453.8 E	3	Y=456330.6 N	4	X=858486.4 E	5	Y=451048.5 N	6	X=858488.8 E	7	Y=451048.6 N	8	X=858487.5 E	9	Y=456337.7 N	10	X=858486.7 E	11	Y=461621.3 N	12	X=858778.0 E	<p style="text-align: center;">OPERATOR CERTIFICATION</p> <p>I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unless mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p style="text-align: right;">12/01/21 Date</p> <p>Signature _____ Emily Messer Printed Name emily_messer@oxy.com E-mail Address</p> <p style="text-align: center;">SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p style="text-align: right;">JULY 10, 2019 Date of Survey</p> <p>Signature & Seal of Professional Surveyor</p> <div style="text-align: center;"> <p>CHAD L. HARCROW NEW MEXICO 17777 LICENSED PROFESSIONAL SURVEYOR</p> </div> <p>Signature _____ 11/17/21 Certificate No. CHAD HARCROW 17777 W.O. #21-971 DRAWN BY: DS</p>
1	Y=461673.1 N																																																	
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WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-015-46322	Pool Code 13367	Pool Name COTTON DRAW; BONE SPRING
Property Code 326150	Property Name ARKENSTONE 31 FEDERAL COM	Well Number 4H
GRID No. 16696	Operator Name OXY USA INC.	Elevation 3344.6'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	31	23-S	31-E		130	NORTH	2578	EAST	EDDY

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	6	24-S	31-E		20	SOUTH	2680	WEST	EDDY

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
520			

NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
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<p>NAD83 SURFACE LOCATION Y=461551.0 N X=701022.5 E LAT.=32.267822° N LONG.=103.816695° W</p> <p>KOP NAD83 50' FNL & 1915' FEL Y=461833.9 N X=701684.9 E LAT.=32.268041° N LONG.=103.814552° W</p> <p>FIP NAD83 100' FSL & 1915' FEL Y=461583.9 N X=701685.2 E LAT.=32.267903° N LONG.=103.814552° W</p> <p>TP1 NAD83 100' FSL & 1915' FEL Y=458500.7 N X=701713.7 E LAT.=32.253930° N LONG.=103.814539° W</p> <p>POINT LEGEND NAD83</p> <table border="1"> <tr><td>1</td><td>Y=461886.9 N</td></tr> <tr><td>2</td><td>X=702278.1 E</td></tr> <tr><td>3</td><td>Y=458440.8 N</td></tr> <tr><td>4</td><td>X=702282.4 E</td></tr> <tr><td>5</td><td>Y=451118.0 N</td></tr> <tr><td>6</td><td>X=702382.0 E</td></tr> <tr><td>7</td><td>Y=451101.5 N</td></tr> <tr><td>8</td><td>X=699480.8 E</td></tr> <tr><td>9</td><td>Y=457710.5 N</td></tr> <tr><td>10</td><td>X=699681.9 E</td></tr> <tr><td>11</td><td>Y=457717.5 N</td></tr> <tr><td>12</td><td>X=700981.9 E</td></tr> <tr><td>13</td><td>Y=461880.5 N</td></tr> <tr><td>14</td><td>X=700956.0 E</td></tr> </table> <p>TP2 NAD83 100' FNL & 2680' FEL Y=456296.7 N X=700962.2 E LAT.=32.253380° N LONG.=103.816973° W</p> <p>LTP NAD83 100' FSL & 2680' FEL Y=451207.6 N X=700981.9 E LAT.=32.239311° N LONG.=103.816989° W</p> <p>NAD83 PROPOSED BOTTOM HOLE LOCATION Y=451127.6 N X=700982.2 E LAT.=32.239171° N LONG.=103.816989° W</p>	1	Y=461886.9 N	2	X=702278.1 E	3	Y=458440.8 N	4	X=702282.4 E	5	Y=451118.0 N	6	X=702382.0 E	7	Y=451101.5 N	8	X=699480.8 E	9	Y=457710.5 N	10	X=699681.9 E	11	Y=457717.5 N	12	X=700981.9 E	13	Y=461880.5 N	14	X=700956.0 E	<p>NAD27 SURFACE LOCATION Y=461491.7 N X=659839.0 E LAT.=32.267699° N LONG.=103.816210° W</p> <p>KOP NAD27 50' FNL & 1915' FEL Y=461574.6 N X=660501.4 E LAT.=32.267918° N LONG.=103.814066° W</p> <p>FIP NAD27 100' FSL & 1915' FEL Y=461524.6 N X=660501.7 E LAT.=32.267781° N LONG.=103.814065° W</p> <p>TP1 NAD27 100' FSL & 1915' FEL Y=456441.5 N X=660530.0 E LAT.=32.253907° N LONG.=103.814053° W</p> <p>POINT LEGEND NAD27</p> <table border="1"> <tr><td>1</td><td>Y=461627.3 N</td></tr> <tr><td>2</td><td>X=661084.0 E</td></tr> <tr><td>3</td><td>Y=456344.6 N</td></tr> <tr><td>4</td><td>X=661108.7 E</td></tr> <tr><td>5</td><td>Y=451054.8 N</td></tr> <tr><td>6</td><td>X=661138.1 E</td></tr> <tr><td>7</td><td>Y=451042.5 N</td></tr> <tr><td>8</td><td>X=659496.8 E</td></tr> <tr><td>9</td><td>Y=457651.4 N</td></tr> <tr><td>10</td><td>X=658478.3 E</td></tr> <tr><td>11</td><td>Y=457650.3 N</td></tr> <tr><td>12</td><td>X=658798.3 E</td></tr> <tr><td>13</td><td>Y=461681.3 N</td></tr> <tr><td>14</td><td>X=659773.0 E</td></tr> </table> <p>TP2 NAD27 100' FNL & 2680' FEL Y=456237.5 N X=659778.5 E LAT.=32.253257° N LONG.=103.816487° W</p> <p>LTP NAD27 100' FSL & 2680' FEL Y=451148.6 N X=659798.0 E LAT.=32.239267° N LONG.=103.816504° W</p> <p>NAD27 PROPOSED BOTTOM HOLE LOCATION Y=451068.6 N X=659798.3 E LAT.=32.239048° N LONG.=103.816504° W</p>	1	Y=461627.3 N	2	X=661084.0 E	3	Y=456344.6 N	4	X=661108.7 E	5	Y=451054.8 N	6	X=661138.1 E	7	Y=451042.5 N	8	X=659496.8 E	9	Y=457651.4 N	10	X=658478.3 E	11	Y=457650.3 N	12	X=658798.3 E	13	Y=461681.3 N	14	X=659773.0 E	<p>OPERATOR CERTIFICATION</p> <p>I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Emily Messer</i> 12/01/21 Signature Date</p> <p>Printed Name emily_messer@oxy.com</p> <p>E-mail Address</p> <p>SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>JULY 10, 2019 Date of Survey</p> <p>Signature & Seal of Professional Surveyor</p> <p>CHAD L. HARCROW NEW MEXICO 17777 LICENSED PROFESSIONAL SURVEYOR</p> <p><i>Chad L. Harcrow</i> 11/17/21 Certificate No. CHAD HARCROW 17777 W.O. #21-972 DRAWN BY: DS</p>
1	Y=461886.9 N																																																									
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DISTRICT I
1626 N. FRENCH DR., HOBBS, NM 88240
Phone: (575) 383-8181 Fax: (575) 383-8720

DISTRICT II
811 S. FIRST ST., ARTESIA, NM 88210
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DISTRICT III
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DISTRICT IV
1220 S. ST. FRANCIS DR., SANTA FE, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 SOUTH ST. FRANCIS DR.
Santa Fe, New Mexico 87505

Form C-102
Revised August 1, 2011
Submit one copy to appropriate
District Office

☒ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-015-47319	Pool Code 13367	Pool Name COTTON DRAW; BONE SPRING
Property Code 326149	Property Name ARKENSTONE 31 FEDERAL COM	Well Number 5H
OGRID No. 16696	Operator Name OXY USA INC.	Elevation 3345.0'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	31	23-S	31-E		100	NORTH	865	EAST	EDDY

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	31	23-S	31-E		20	SOUTH	1100	EAST	EDDY

Dedicated Acres 320	Joint or Infill	Consolidation Code	Order No.
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NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

LOT 1 41.88 Ac	<p><u>SURFACE LOCATION</u> Y=461588.6 N X=702735.3 E LAT.=32.267902° N LONG.=103.811154° W</p>	<p>KOP 50' FNL & 1100' FEL Y=461637.5 N X=702499.9 E LAT.=32.268040° N LONG.=103.811915° W</p> <p>FTP 100' FNL & 1100' FEL Y=461587.5 N X=702500.2 E LAT.=32.267903° N LONG.=103.811915° W</p>	<p>GRID AZ. - 281°45'24" HORZ. DIST. - 240.4'</p> <p>HORIZONTAL SPACING UNIT</p> <p>GRID AZ. - 179°40'44" HORZ. DIST. - 5212.6'</p>	<p>OPERATOR CERTIFICATION I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Leslie T. Reeves</i> 12/13/21 Signature Date LESLIE REEVES Printed Name LESLIE_REEVES@OXY.COM E-mail Address</p>										
LOT 2 41.64 Ac	<p>POINT LEGEND</p> <table border="1"> <tr> <td>1</td> <td>Y=461692.5 N X=703599.6 E</td> </tr> <tr> <td>2</td> <td>Y=459051.9 N X=703615.3 E</td> </tr> <tr> <td>3</td> <td>Y=456410.9 N X=703629.2 E</td> </tr> <tr> <td>4</td> <td>Y=456396.8 N X=700990.4 E</td> </tr> <tr> <td>5</td> <td>Y=461680.7 N X=700956.7 E</td> </tr> </table>	1		Y=461692.5 N X=703599.6 E	2	Y=459051.9 N X=703615.3 E	3	Y=456410.9 N X=703629.2 E	4	Y=456396.8 N X=700990.4 E	5	Y=461680.7 N X=700956.7 E		<p>SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>JULY 10, 2019 Date of Survey</p>
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4	Y=456396.8 N X=700990.4 E													
5	Y=461680.7 N X=700956.7 E													
LOT 3 42.02 Ac	<p>* ALL COORDINATES ARE NAD 83 VALUES</p>		<p>Signature & Seal of Professional Surveyor</p>											
LOT 4 42.07 Ac	<p><u>PROPOSED BOTTOM HOLE LOCATION</u> Y=456425.0 N X=702529.2 E LAT.=32.253712° N LONG.=103.811902° W</p>	<p>LTP 100' FSL & 1100' FEL Y=456505.0 N X=702528.7 E LAT.=32.253932° N LONG.=103.811903° W</p>	<p>CHAD L. HARCROW NEW MEXICO 17777 LICENSED PROFESSIONAL SURVEYOR</p> <p><i>Chad L. Harcrow</i> 7/26/19 Certificate No. CHAD HARCROW 17777 W.O. # 19-1277 DRAWN BY: AM</p>											

District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720

District II
811 S. First St., Artesia, NM 88210
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District III
1000 Rio Brazos Road, Aztec, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170

District IV
1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87505

Form C-102
Revised August 1, 2011
Submit one copy to appropriate
District Office

☒ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION AS-DRILLED PLAT

¹ API Number 30-015-46320	² Prod Code 13367	³ Pool Name COTTON DRAW; BONE SPRING
⁴ Property Code 326149	⁵ Property Name ARKENSTONE 31 FEDERAL COM	
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁶ Well Number 6H
		⁹ Elevation 3345'

¹⁰ Surface Location

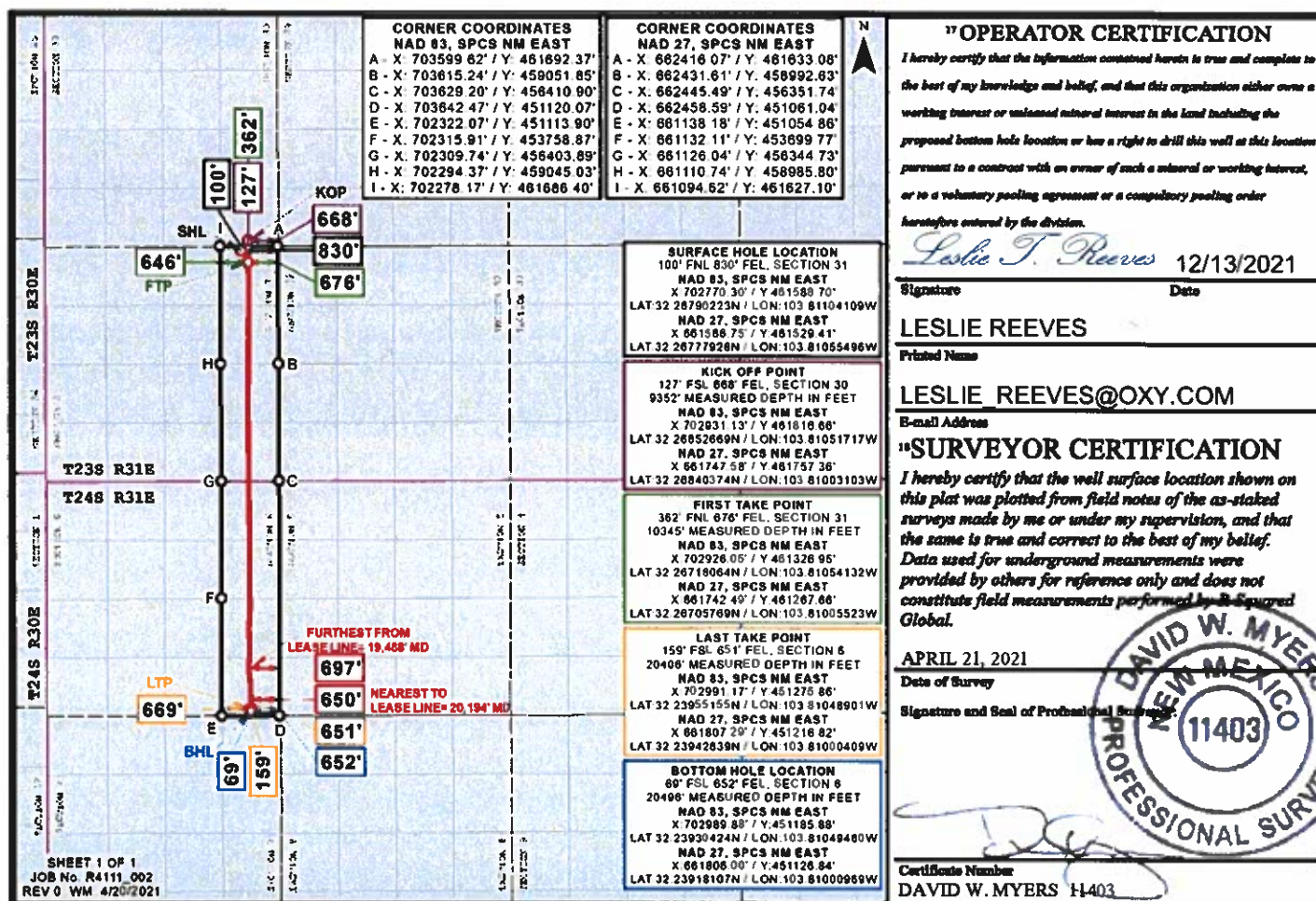
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	31	23S	31E		100	NORTH	830	EAST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	6	24S	31E		69	SOUTH	652	EAST	EDDY

¹² Dedicated Acres 320.22	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



Distances/areas relative to NAD 83 Combined Scale Factor: 0.99977803 Convergence Angle: 00°16'32.4192950"

☐ Horizontal Spacing Unit

DISTRICT I
1625 N. FRENCH DR., HOBBS, NM 88240
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DISTRICT II
611 S. FIRST ST., ARTESIA, NM 88210
Phone: (505) 748-1283 Fax: (505) 748-9720

DISTRICT III
1000 RIO BRAZOS RD., AZTEC, NM 87410
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WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-015-46321	Pool Code 13367	Pool Name COTTON DRAW; BONE SPRING
Property Code 326149	Property Name ARKENSTONE 31 FEDERAL	Well Number 7H
GRID No. 16696	Operator Name OXY USA INC.	Elevation 3346.5'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	31	23-S	31-E		130	NORTH	965	WEST	EDDY

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
4	31	23-S	31-E		20	SOUTH	1360	WEST	EDDY

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
320			

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	<p>POINT LEGEND</p> <table border="1"> <tr> <td>1</td> <td>Y=461665.2 N X=699257.3 E</td> </tr> <tr> <td>2</td> <td>Y=461680.7 N X=700956.7 E</td> </tr> <tr> <td>3</td> <td>Y=456398.8 N X=700990.4 E</td> </tr> <tr> <td>4</td> <td>Y=456382.3 N X=698281.9 E</td> </tr> <tr> <td>5</td> <td>Y=459024.2 N X=698269.1 E</td> </tr> </table> <p>* ALL COORDINATES ARE NAD 83 VALUES</p>	1	Y=461665.2 N X=699257.3 E	2	Y=461680.7 N X=700956.7 E	3	Y=456398.8 N X=700990.4 E	4	Y=456382.3 N X=698281.9 E	5	Y=459024.2 N X=698269.1 E	<p>OPERATOR CERTIFICATION</p> <p>I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Leslie T. Reeves</i> 12/13/2021 Signature Date LESLIE REEVES Printed Name LESLIE_REEVES@OXY.COM E-mail Address</p> <p>SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>JULY 10, 2019 Date of Survey</p> <p>Signature & Seal of Professional Surveyor</p> <p> <i>Chad L. Harcrow</i> 7/22/19 Certificate No. CHAD HARCROW 17777 W.O. # 19-1284 DRAWN BY: AM</p>
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DISTRICT IV

1220 S. ST. FRANCIS DR., SANTA FE, NM 87505
Phone: (505) 478-3480 Fax: (505) 478-3482State of New Mexico
Energy, Minerals & Natural Resources Department
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Santa Fe, New Mexico 87505

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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-015-46619	Pool Code 13367	Pool Name COTTON DRAW; BONE SPRING
Property Code 326150	Property Name ARKENSTONE 31 FEDERAL COM	Well Number 9H
OGRID No. 16696	Operator Name OXY USA INC.	Elevation 3344.5'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	31	23-S	31-E		130	NORTH	2648	EAST	EDDY

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
7	6	24-S	31-E		20	SOUTH	850	WEST	EDDY

Dedicated Acres 320	Joint or Infill	Consolidation Code	Order No.
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NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

<p>NAD83 SURFACE LOCATION</p> <p>Y=461550.6 N X=700952.4 E LAT.=32.267822° N LONG.=103.816923° W</p> <p>KOP NAD83 50' FNL & 930' FWL Y=461620.5 N X=699187.4 E LAT.=32.268037° N LONG.=103.822632° W</p> <p>FTP NAD83 100' FNL & 930' FWL Y=461570.5 N X=699187.7 E LAT.=32.267900° N LONG.=103.822632° W</p> <p>TP1 NAD83 100' FSL & 930' FWL Y=456487.3 N X=699211.5 E LAT.=32.253927° N LONG.=103.822633° W</p> <p>POINT LEGEND NAD83</p> <table border="1"> <tr><td>1</td><td>Y=461885.2 N</td></tr> <tr><td>2</td><td>X=699257.2 E</td></tr> <tr><td>3</td><td>Y=456904.2 N</td></tr> <tr><td>4</td><td>X=699289.1 E</td></tr> <tr><td>5</td><td>Y=456382.3 N</td></tr> <tr><td>6</td><td>X=699281.0 E</td></tr> <tr><td>7</td><td>Y=451005.2 N</td></tr> <tr><td>8</td><td>X=699302.1 E</td></tr> <tr><td>9</td><td>Y=451101.5 N</td></tr> <tr><td>10</td><td>X=699300.0 E</td></tr> <tr><td>11</td><td>Y=456380.0 N</td></tr> <tr><td>12</td><td>X=699270.1 E</td></tr> <tr><td>13</td><td>Y=461673.1 N</td></tr> <tr><td>14</td><td>X=699257.2 E</td></tr> </table> <p>TP2 NAD83 100' FNL & 850' FWL Y=456286.9 N X=699132.2 E LAT.=32.253377° N LONG.=103.822893° W</p> <p>LTP NAD83 100' FSL & 850' FWL Y=451199.1 N X=699151.9 E LAT.=32.239391° N LONG.=103.822907° W</p> <p>NAD83 PROPOSED BOTTOM HOLE LOCATION Y=451119.1 N X=699152.2 E LAT.=32.239171° N LONG.=103.822908° W</p>	1	Y=461885.2 N	2	X=699257.2 E	3	Y=456904.2 N	4	X=699289.1 E	5	Y=456382.3 N	6	X=699281.0 E	7	Y=451005.2 N	8	X=699302.1 E	9	Y=451101.5 N	10	X=699300.0 E	11	Y=456380.0 N	12	X=699270.1 E	13	Y=461673.1 N	14	X=699257.2 E	<p>NAD27 SURFACE LOCATION</p> <p>Y=461491.3 N X=659768.9 E LAT.=32.267699° N LONG.=103.816437° W</p> <p>KOP NAD27 50' FNL & 930' FWL Y=461561.2 N X=659003.9 E LAT.=32.267914° N LONG.=103.822146° W</p> <p>FTP NAD27 100' FNL & 930' FWL Y=461511.2 N X=658004.1 E LAT.=32.267777° N LONG.=103.822147° W</p> <p>TP1 NAD27 100' FSL & 930' FWL Y=456428.1 N X=658027.8 E LAT.=32.253804° N LONG.=103.822147° W</p> <p>POINT LEGEND NAD27</p> <table border="1"> <tr><td>1</td><td>Y=461805.9 N</td></tr> <tr><td>2</td><td>X=697073.7 E</td></tr> <tr><td>3</td><td>Y=456905.0 N</td></tr> <tr><td>4</td><td>X=697085.0 E</td></tr> <tr><td>5</td><td>Y=456323.2 N</td></tr> <tr><td>6</td><td>X=697088.1 E</td></tr> <tr><td>7</td><td>Y=451036.1 N</td></tr> <tr><td>8</td><td>X=697118.2 E</td></tr> <tr><td>9</td><td>Y=451042.5 N</td></tr> <tr><td>10</td><td>X=698496.0 E</td></tr> <tr><td>11</td><td>Y=456350.0 N</td></tr> <tr><td>12</td><td>X=698486.4 E</td></tr> <tr><td>13</td><td>Y=461813.8 N</td></tr> <tr><td>14</td><td>X=698453.0 E</td></tr> </table> <p>TP2 NAD27 100' FNL & 850' FWL Y=456227.7 N X=657948.5 E LAT.=32.253254° N LONG.=103.822407° W</p> <p>LTP NAD27 100' FSL & 850' FWL Y=451140.1 N X=657968.0 E LAT.=32.239268° N LONG.=103.822422° W</p> <p>NAD27 PROPOSED BOTTOM HOLE LOCATION Y=451060.1 N X=657968.3 E LAT.=32.239048° N LONG.=103.822422° W</p>	1	Y=461805.9 N	2	X=697073.7 E	3	Y=456905.0 N	4	X=697085.0 E	5	Y=456323.2 N	6	X=697088.1 E	7	Y=451036.1 N	8	X=697118.2 E	9	Y=451042.5 N	10	X=698496.0 E	11	Y=456350.0 N	12	X=698486.4 E	13	Y=461813.8 N	14	X=698453.0 E	<p>OPERATOR CERTIFICATION</p> <p>I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Emily Messer</i> 12/01/21 Signature Date</p> <p>Emily Messer Printed Name emily_messer@oxy.com E-mail Address</p> <p>SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>JULY 10, 2019 Date of Survey</p> <p>Signature & Seal of Professional Surveyor</p> <p>CHAD L. HARCROW NEW MEXICO 17777 LICENSED PROFESSIONAL SURVEYOR</p> <p><i>Chad Harcrow</i> 11/17/21 Certificate No. CHAD HARCROW 17777 W.O. #21-970 DRAWN BY: DS</p>
1	Y=461885.2 N																																																									
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DISTRICT I

1626 N. FRENCH DR., HOBBS, NM 88240
Phone: (575) 383-8181 Fax: (575) 383-0720

DISTRICT II

811 S. FIRST ST., ARTESIA, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-9720

DISTRICT III

1000 RIO BRAZOS RD., AZTEC, NM 87410
Phone: (505) 834-6178 Fax: (505) 334-8170

DISTRICT IV

1220 S. ST. FRANCIS DR., SANTA FE, NM 87505
Phone: (505) 476-3450 Fax: (505) 476-3452

State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 SOUTH ST. FRANCIS DR.
Santa Fe, New Mexico 87505

Form C-102

Revised August 1, 2011

Submit one copy to appropriate

District Office

☒ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-015-46323	Pool Code 13367	Pool Name COTTON DRAW; BONE SPRING
Property Code 326149	Property Name ARKENSTONE 31 FEDERAL COM	Well Number 10H
OGRID No. 16696	Operator Name OXY USA INC.	Elevation 3344.1'

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	31	23-S	31-E		100	NORTH	795	EAST	EDDY

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	31	23-S	31-E		20	SOUTH	330	EAST	EDDY

Dedicated Acres 320	Joint or Infill	Consolidation Code	Order No.
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NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED
OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

LOT 1 41.88 Ac	<p><u>SURFACE LOCATION</u> Y=461588.9 N X=702805.2 E LAT.=32.267902° N LONG.=103.810928° W</p>	HORIZONTAL SPACING UNIT	<p>GRID AZ. = 83°36'20" HORZ. DIST. = 467.6'</p> <p>KOP 50' FNL & 330' FEL Y=461641.0 N X=703269.9 E LAT.=32.268039° N LONG.=103.809424° W</p> <p>FIP 100' FNL & 330' FEL Y=461591.0 N X=703270.2 E LAT.=32.267902° N LONG.=103.809424° W</p>	<p>OPERATOR CERTIFICATION I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Leslie T. Reeves</i> 12/13/21 Signature Date LESLIE REEVES Printed Name LESLIE REEVES@OXY.COM E-mail Address</p>										
LOT 2 41.64 Ac	<p>POINT LEGEND</p> <table border="1"> <tr><td>1</td><td>Y=461692.5 N X=703599.8 E</td></tr> <tr><td>2</td><td>Y=459051.9 N X=703615.3 E</td></tr> <tr><td>3</td><td>Y=456410.9 N X=703629.2 E</td></tr> <tr><td>4</td><td>Y=456396.8 N X=700990.4 E</td></tr> <tr><td>5</td><td>Y=461680.7 N X=700966.7 E</td></tr> </table>		1	Y=461692.5 N X=703599.8 E	2	Y=459051.9 N X=703615.3 E	3	Y=456410.9 N X=703629.2 E	4	Y=456396.8 N X=700990.4 E	5	Y=461680.7 N X=700966.7 E		<p>SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>JULY 10, 2019 Date of Survey</p>
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4	Y=456396.8 N X=700990.4 E													
5	Y=461680.7 N X=700966.7 E													
LOT 3 42.02 Ac	<p>* ALL COORDINATES ARE NAD 83 VALUES</p>		<p>Signature & Seal of Professional Surveyor</p>											
LOT 4 42.07 Ac	<p><u>PROPOSED BOTTOM HOLE LOCATION</u> Y=456429.1 N X=703299.1 E LAT.=32.253713° N LONG.=103.809412° W</p>	<p>LIP 100' FSL & 330' FEL Y=456509.1 N X=703298.7 E LAT.=32.253933° N LONG.=103.809412° W</p>	<p>CHAD L. HARCROW NEW MEXICO 17777 LICENSED PROFESSIONAL SURVEYOR</p> <p>7/26/19 Certificate No. CHAD HARCROW 17777 W.O. # 19-1273 DRAWN BY: AM</p>											

WELL NAME	API	SURFACE LOCATION	POOL	POOL CODE
PRECIOUS 30_18 FED COM 10H	30-015-46463	A-31-23S-31E	INGLE WELLS; BONE SPRING	33740
PRECIOUS 30_18 FED COM 13H	30-015-46531	B-31-23S-31E	INGLE WELLS; BONE SPRING	33740
PRECIOUS 30_18 FED COM 14H	30-015-46615	B-31-23S-31E	INGLE WELLS; BONE SPRING	33740
PRECIOUS 30_18 FED COM 174H	30-015-46610	C-31-23S-31E	WC-015 G-08 S233135D;WOLFCAMP	98236
PRECIOUS 30_18 FED COM 175H	30-015-46457	A-31-23S-31E	WC-015 G-08 S233135D;WOLFCAMP	98236
PRECIOUS 30_18 FED COM 176H	30-015-46462	A-31-23S-31E	WC-015 G-08 S233135D;WOLFCAMP	98236
PRECIOUS 30_18 FED COM 24H	30-015-46540	C-31-23S-31E	INGLE WELLS; BONE SPRING	33740
PRECIOUS 30_18 FED COM 25H	30-015-46545	A-31-23S-31E	INGLE WELLS; BONE SPRING	33740
PRECIOUS 30_18 FED COM 26H	30-015-46542	A-31-23S-31E	INGLE WELLS; BONE SPRING	33740
PRECIOUS 30_18 FED COM 33H	30-015-46617	B-31-23S-31E	INGLE WELLS; BONE SPRING	33740
PRECIOUS 30_18 FED COM 34H	30-015-46616	B-31-23S-31E	INGLE WELLS; BONE SPRING	33740
PRECIOUS 30_18 FED COM 3H	30-015-46350	B-31-23S-31E	INGLE WELLS; BONE SPRING	33740
PRECIOUS 30_18 FED COM 44H	30-015-46544	C-31-23S-31E	WC-015 G-08 S233135D;WOLFCAMP	98236
PRECIOUS 30_18 FED COM 45H	30-015-46525	B-31-23S-31E	WC-015 G-08 S233135D;WOLFCAMP	98236
PRECIOUS 30_18 FED COM 46H	30-015-46524	A-31-23S-31E	WC-015 G-08 S233135D;WOLFCAMP	98236
PRECIOUS 30_18 FED COM 4H	30-015-46464	B-31-23S-31E	INGLE WELLS; BONE SPRING	33740
PRECIOUS 30_18 FED COM 5H	30-015-46448	A-31-23S-31E	INGLE WELLS; BONE SPRING	33740
PRECIOUS 30_18 FED COM 6H	30-015-46465	A-31-23S-31E	INGLE WELLS; BONE SPRING	33740
PRECIOUS 30_18 FED COM 11H	30-015-46376	C-31-23S-31E	INGLE WELLS; BONE SPRING	33740
PRECIOUS 30_18 FED COM 12H	30-015-46533	C-31-23S-31E	INGLE WELLS; BONE SPRING	33740
PRECIOUS 30_18 FED COM 171H	30-015-46581	D-31-23S-31E	WC-015 G08 S233135D;WOLFCAMP	98236
PRECIOUS 30_18 FED COM 172H	30-015-46582	D-31-23S-31E	WC-015 G08 S233135D;WOLFCAMP	98236
PRECIOUS 30_18 FED COM 173H	30-015-46543	C-31-23S-31E	WC-015 G08 S233135D;WOLFCAMP	98236
PRECIOUS 30_18 FED COM 1H	30-015-46373	D-31-23S-31E	INGLE WELLS; BONE SPRING	33740
PRECIOUS 30_18 FED COM 21H	30-015-46522	D-31-23S-31E	INGLE WELLS; BONE SPRING	33740
PRECIOUS 30_18 FED COM 22H	30-015-46678	D-31-23S-31E	INGLE WELLS; BONE SPRING	33740
PRECIOUS 30_18 FED COM 23H	30-015-46541	C-31-23S-31E	INGLE WELLS; BONE SPRING	33740
PRECIOUS 30_18 FED COM 2H	30-015-46473	D-31-23S-31E	PURPLE SAGE; WOLFCAMP (GAS)	98220
PRECIOUS 30_18 FED COM 31H	30-015-46520	D-31-23S-31E	INGLE WELLS; BONE SPRING	33740
PRECIOUS 30_18 FED COM 32H	30-015-46611	D-31-23S-31E	INGLE WELLS; BONE SPRING	33740
PRECIOUS 30_18 FED COM 41H	30-015-46521	D-31-23S-31E	WC-015 G08 S233135D;WOLFCAMP	98236
PRECIOUS 30_18 FED COM 42H	30-015-46609	D-31-23S-31E	WC-015 G08 S233135D;WOLFCAMP	98236
PRECIOUS 30_18 FED COM 43H	30-015-46614	C-31-23S-31E	WC-015 G08 S233135D;WOLFCAMP	98236
PRECIOUS 30_18 FED COM 7H	30-015-46372	D-31-23S-31E	INGLE WELLS; BONE SPRING	33740
PRECIOUS 30_18 FED COM 9H	30-015-46523	C-31-23S-31E	INGLE WELLS; BONE SPRING	33740
FNR 26 FEDERAL #2H	30-015-41647	L-26-23S-30E	FORTY NINER RIDGE; DELAWARE, SW (O)	96477
FNR 26 FEDERAL #4H*	30-015-41012	M-26-23S-30E	FORTY NINER RIDGE; DELAWARE, SW (O)	96477
FNR 26 FEDERAL 001	30-015-30412	M-26-23S-30E	WC FORTY NINER RIDGE; DELAWARE, SE & FORTY NINER RIDGE;BONE SPRING	96843 & 24720
FNR 35 FEDERAL #1H	30-015-42275	D-35-23S-30E	SAND DUNES; DELAWARE, SOUTH	53818
FNR 35 FEDERAL #3H	30-015-42298	L-35-23S-30E	SAND DUNES; DELAWARE, SOUTH	53818
ARKENSTONE 31 FED COM 5H	30-015-47319	A-31-23S-31E	COTTON DRAW; BONE SPRING	13367
ARKENSTONE 31 FEDERAL 10H	30-015-46323	A-31-23S-31E	COTTON DRAW; BONE SPRING	13367
ARKENSTONE 31 FEDERAL 3H	30-015-46618	B-31-23S-31E	COTTON DRAW; BONE SPRING	13367
ARKENSTONE 31 FED COM 4H	30-015-46619	B-31-23S-31E	COTTON DRAW; BONE SPRING	13367
ARKENSTONE 31 FEDERAL 6H	30-015-46320	A-31-23S-31E	COTTON DRAW; BONE SPRING	13367
ARKENSTONE 31 FEDERAL 9H	30-015-46322	C-31-23S-31E	COTTON DRAW; BONE SPRING	13367
ARKENSTONE 31 FEDERAL 1H	30-015-46370	D-31-23S-31E	COTTON DRAW; BONE SPRING	13367
ARKENSTONE 31 FEDERAL 2H	30-015-46677	D-31-23S-31E	COTTON DRAW; BONE SPRING	13367
ARKENSTONE 31 FEDERAL 7H	30-015-46321	D-31-23S-31E	COTTON DRAW; BONE SPRING	13367

Musallam, Sandra C

From: AFMSS <blm-afmss-notifications@blm.gov>
Sent: Friday, February 4, 2022 1:50 AM
To: Musallam, Sandra C
Subject: [EXTERNAL] Well Name: Batch Sundry, Sundry Id: 2655584, Notification of Batch Sundry Received

WARNING - This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments.

The Bureau of Land Management

Notice Of Intent Receipt

- Operator Name: **OXY USA INCORPORATED**
- Well Name: **Batch Sundry**
- Well Number: **Batch Sundry**
- US Well Number: **Batch Sundry**
- Sundry ID: **2655584**

The BLM received your Notice Of Intent, Commingling (Surface) and Off-Lease Measurement sundry on 02/04/2022. This is to notify you that we are processing your sundry.

You may contact the field office if you have any questions.

If we need more information we will contact you. Thank you.

This notification is automatically generated. Please do not reply to this message as this account is not monitored.

Arkenstone 31 Fed Com 3H

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of December 2021, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

Township 23 South, Range 31 East, N.M.P.M.
E/2W/2 of Section 31, Eddy County, New Mexico

Township 24 South, Range 31 East, N.M.P.M.
E/2W/2 of Section 6, Eddy County, New Mexico

Containing 320 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil, natural gas and associated liquid

Arkenstone 31 Fed Com 3H

- hydrocarbons hereafter referred to as “communitized substances,” producible from such formation.
2. Attached hereto, and made a part of this agreement for all purposes is Exhibit “A”, a plat designating the communitized area and, Exhibit “B”, designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
 3. The Operator of the communitized area shall be OXY USA Inc., 5 Greenway Plaza, Suite 110, Houston, TX 77046. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based

- on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
 10. The date of this agreement is December 1, 2021, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

Arkenstone 31 Fed Com 3H

11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

OPERATOR:

OXY USA INC.

DATE: _____

BY: _____

James Laning
Attorney-in-Fact

Arkenstone 31 Fed Com 3H

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____, 20____, by
JAMES LANING, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on
behalf of said corporation.

Notary Public in and for the State of Texas

LESSEE OF RECORD NMNM – 0546732A

CONOCOPHILLIPS COMPANY

By: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of ConocoPhillips Company, a _____ corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

Arkenstone 31 Fed Com 3H

OPERATING RIGHTS OF RECORD NMNM-0546732A

OXY USA INC.

DATE: _____

BY: _____

James Laning
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____, 20____, by
JAMES LANING, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on
behalf of said corporation.

Notary Public in and for the State of Texas

Arkenstone 31 Fed Com 3H

LESSEE & OPERATING RIGHTS OF RECORD NMNM-82904

OXY USA INC.

DATE: _____

BY: _____

James Laning
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____, 20____, by
JAMES LANING, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on
behalf of said corporation.

Notary Public in and for the State of Texas

Arkenstone 31 Fed Com 3H

LESSEE OF RECORD NMNM – 82904

OXY Y-1 COMPANY

DATE: _____

BY: _____

James Laning
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____, 20____, by
JAMES LANING, ATTORNEY-IN-FACT of OXY Y-1 COMPANY., a New Mexico
corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

Arkenstone 31 Fed Com 3H

LESSEE OF RECORD NMNM – 82904

EOG RESOURCES, INC

Date

By: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20 __, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of EOG RESOURCES, INC, a _____ corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

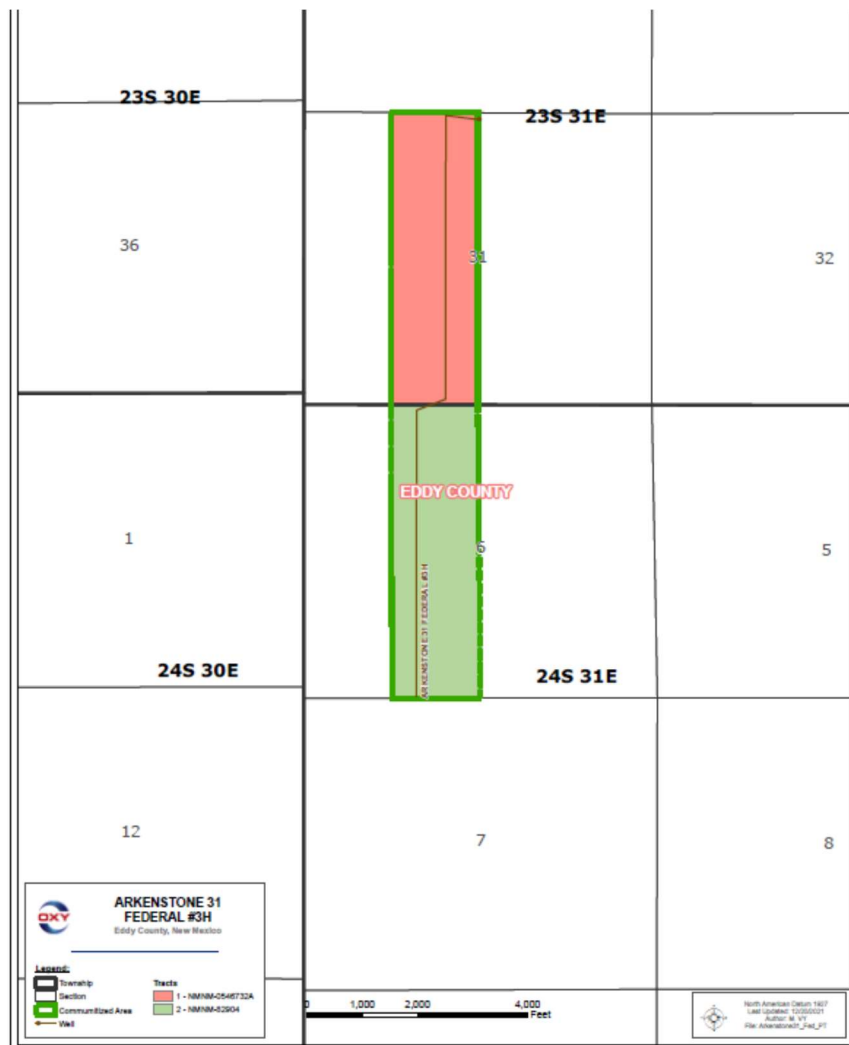
Notary Public

Arkenstone 31 Fed Com 3H

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated 12/01/2021.

Plat of communitized area covering **320** acres in the E/2W/2 of Section 31 of Township 23 South, Range 31 East, and the E/2W/2 of Section 6, Township 24 South, Range 31 East, N.M.P.M., Eddy County, NM, as written in Section 1 above.

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Arkenstone 31 Fed Com 3H

EXHIBIT "B"

To Communitization Agreement Dated 12/01/2020 embracing the following described land in the E/2W/2 of Section 31 of Township 23 South, Range 31 East, and the E/2W/2 of Section 6, Township 24 South, Range 31 East, N.M.P.M., Eddy County, NM.

Operator of Communitized Area: OXY USA Inc.

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

Lease Serial Number: NMNM 0546732A

Description of Land Committed: Township 23 South, Range 31 East,
Section 31: E/2W/2

Number of Gross Acres: 160.00 acres

Lessee of Record: ConocoPhillips Company – 100.00%

Name of Working Interest Owners: OXY USA Inc. – 100.00%

ORRI:

- Nancy Herman Gibson – 0.083333%
- Marisa Gibson Selkirk – 0.083333%
- Sally Gibson Agar – 0.083333%
- Gina Carolyn Gibson – 0.083333%
- Suzanne Gibson Sloan – 0.083333%
- Tim Gibson – 0.083333%
- JADT Minerals, LTD – 1.125%
- Douglas A. Denton 0.375%
- Discovery Inc. – 0.5%
- First National Bank & Trust Company of Oklahoma
Trustee of the Patricia Boyle Young Trust –
0.75%
- Richard D. Jones, Jr. – 0.375%
- Wells Fargo Bank, N.A., Trustee for Angela Leigh
Simpson Starrett Revocable Trust – 0.375%
- Board of Regents of New Mexico Military Institute –
0.040275%
- Conquistador Council Boy Scouts of America Trust
Fund – 0.013425%
- Board of Regents of the University of New Mexico
“W.E. & Hazel J. Bondurant Scholarship
Fund” – 0.2148%
- G. W. Allen – 0.354%
- Jerune Allen – 0.18875%

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Howard A. Rubin, Inc. – 0.06291667%
 Rubie Bell Crosby Family, LLC – 0.03145833%
 Bryan Bell Family, LLC – 0.03145833%
 Robert N. Enfield, Trustee for Robert N. Enfield
 Revocable Trust – 0.06291667%

Tract No. 2

Lease Serial Number: NMNM 82904

Description of Land Committed: Township 24 South, Range 31 East,
 Section 6: E/2W/2

Number of Gross Acres: 160 acres

Lessee of Record: EOG Resources Inc – 68.00%
 OXY Y-1 Company – 32.00%

Name of Working Interest Owners: OXY USA Inc. – 100.00%

ORRI: N/A

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	50.00%
2	120.00	50.00%
Total	320.00	100.00%

Arkenstone 31 Fed Com 4H

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of December 2021, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

Township 23 South, Range 31 East, N.M.P.M.

W/2E/2 and SE/4SW/4 of Section 31, Eddy County, New Mexico

Township 24 South, Range 31 East, N.M.P.M.

W/2E/2 and E/2W/2 of Section 6, Eddy County, New Mexico

Containing 519.73 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil, natural gas and associated liquid

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- hydrocarbons hereafter referred to as “communitized substances,” producible from such formation.
2. Attached hereto, and made a part of this agreement for all purposes is Exhibit “A”, a plat designating the communitized area and, Exhibit “B”, designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
 3. The Operator of the communitized area shall be OXY USA Inc., 5 Greenway Plaza, Suite 110, Houston, TX 77046. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based

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- on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
 10. The date of this agreement is December 1, 2021, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

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11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

OPERATOR:

OXY USA INC.

DATE: _____

BY: _____

James Laning
Attorney-in-Fact

Arkenstone 31 Fed Com 4H

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____, 20____, by
JAMES LANING, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on
behalf of said corporation.

Notary Public in and for the State of Texas

Arkenstone 31 Fed Com 4H

LESSEE OF RECORD NMNM – 0546732A

CONOCOPHILLIPS COMPANY

Date

By: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20 __, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of ConocoPhillips Company, a _____ corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

Arkenstone 31 Fed Com 4H

OPERATING RIGHTS OF RECORD NMNM-0546732A

OXY USA INC.

DATE: _____

BY: _____

James Laning
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____, 20____, by
JAMES LANING, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on
behalf of said corporation.

Notary Public in and for the State of Texas

Arkenstone 31 Fed Com 4H

LESSEE & OPERATING RIGHTS OF RECORD NMNM-82904

OXY USA INC.

DATE: _____

BY: _____

James Laning
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____, 20____, by
JAMES LANING, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on
behalf of said corporation.

Notary Public in and for the State of Texas

Arkenstone 31 Fed Com 4H

LESSEE OF RECORD NMNM – 82904

OXY Y-1 COMPANY

DATE: _____

BY: _____

James Laning
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____, 20____, by
JAMES LANING, ATTORNEY-IN-FACT of OXY Y-1 COMPANY., a New Mexico
corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

Arkenstone 31 Fed Com 4H

LESSEE OF RECORD NMNM – 82904

EOG RESOURCES, INC

Date

By: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20 __, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of EOG RESOURCES, INC, a _____ corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

Arkenstone 31 Fed Com 4H

EXHIBIT "A"Attached to and made a part of that Communitization Agreement dated 12/01/2021.

Plat of communitized area covering **519.73** acres in the W/2E/2 and SE/4SW/4 of Section 31 of Township 23 South, Range 31 East, and the W/2E/2 and E/2W/2 of Section 6, Township 24 South, Range 31 East, N.M.P.M., Eddy County, NM, as written in Section 1 above.

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EXHIBIT "B"

To Communitization Agreement Dated 12/01/2020 embracing the following described land in the W/2E/2 and SE/4SW/4 of Section 31 of Township 23 South, Range 31 East, and the W/2E/2 and E/2W/2 of Section 6, Township 24 South, Range 31 East, N.M.P.M., Eddy County, NM.

Operator of Communitized Area: OXY USA Inc.

DESCRIPTION OF LEASES COMMITTEDTract No. 1

Lease Serial Number: NMNM 0546732A

Description of Land Committed: Township 23 South, Range 31 East,
Section 31: W/2E/2, SE/4SW/4

Number of Gross Acres: 200 acres

Lessee of Record: ConocoPhillips Company – 100.00%

Name of Working Interest Owners: OXY USA Inc. – 100.00%

ORRI:

- Nancy Herman Gibson – 0.083333%
- Marisa Gibson Selkirk – 0.083333%
- Sally Gibson Agar – 0.083333%
- Gina Carolyn Gibson – 0.083333%
- Suzanne Gibson Sloan – 0.083333%
- Tim Gibson – 0.083333%
- JADT Minerals, LTD – 1.125%
- Douglas A. Denton 0.375%
- Discovery Inc. – 0.5%
- First National Bank & Trust Company of Oklahoma
Trustee of the Patricia Boyle Young Trust –
0.75%
- Richard D. Jones, Jr. – 0.375%
- Wells Fargo Bank, N.A., Trustee for Angela Leigh
Simpson Starrett Revocable Trust – 0.375%
- Board of Regents of New Mexico Military Institute –
0.040275%
- Conquistador Council Boy Scouts of America Trust
Fund – 0.013425%
- Board of Regents of the University of New Mexico
“W.E. & Hazel J. Bondurant Scholarship
Fund” – 0.2148%
- G. W. Allen – 0.354%
- Jerune Allen – 0.18875%

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Howard A. Rubin, Inc. – 0.06291667%
 Rubie Bell Crosby Family, LLC – 0.03145833%
 Bryan Bell Family, LLC – 0.03145833%
 Robert N. Enfield, Trustee for Robert N. Enfield
 Revocable Trust – 0.06291667%

Tract No. 2

Lease Serial Number: NMNM 82904

Description of Land Committed: Township 24 South, Range 31 East,
 Section 6: W/2E/2, E/2 W/2

Number of Gross Acres: 319.73 acres

Lessee of Record: EOG Resources Inc – 68.00%
 OXY Y-1 Company – 32.00%

Name of Working Interest Owners: OXY USA Inc. – 100.00%

ORRI: N/A

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	200	38.481519%
2	319.73	61.518481%
Total	519.73	100.00%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of March, 2021, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

Township 23 South, Range 31 East, N.M.P.M.
E/2E/2 of Section 31, Eddy County, New Mexico

Township 24 South, Range 31 East, N.M.P.M.
E/2E/2 of Section 6, Eddy County, New Mexico

Containing 320.22 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil, natural gas and associated liquid

- hydrocarbons hereafter referred to as “communitized substances,” producible from such formation.
2. Attached hereto, and made a part of this agreement for all purposes is Exhibit “A”, a plat designating the communitized area and, Exhibit “B”, designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
 3. The Operator of the communitized area shall be OXY USA Inc., 5 Greenway Plaza, Suite 110, Houston, TX 77046. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based

- on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
 10. The date of this agreement is March 1, 2021, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

Arkenstone 31 Fed Com 6H

11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

OPERATOR:

OXY USA INC.

DATE: _____

BY: _____

John V. Schneider
Attorney-in-Fact

Arkenstone 31 Fed Com 6H

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____, 20____, by
JOHN V. SCHNEIDER, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on
behalf of said corporation.

Notary Public in and for the State of Texas

LESSEE & OPERATING RIGHTS OF RECORD NMNM-0544986B

OXY USA INC.

DATE: _____

BY: _____
John V. Schneider
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____, 20____, by
JOHN V. SCHNEIDER, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on
behalf of said corporation.

Notary Public in and for the State of Texas

Arkenstone 31 Fed Com 6H

LESSEE OF RECORD NMNM – 0546732A

CONOCOPHILLIPS COMPANY

Date

By: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF _____)
_____) ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of ConocoPhillips Company, a _____ corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

Arkenstone 31 Fed Com 6H

OPERATING RIGHTS OF RECORD NMNM-0546732A

OXY USA INC.

DATE: _____

BY: _____
John V. Schneider
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____, 20____, by
JOHN V. SCHNEIDER, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on
behalf of said corporation.

Notary Public in and for the State of Texas

Arkenstone 31 Fed Com 6H

LESSEE & OPERATING RIGHTS OF RECORD NMNM-82904

OXY USA INC.

DATE: _____

BY: _____

John V. Schneider
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____, 20____, by
JOHN V. SCHNEIDER, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on
behalf of said corporation.

Notary Public in and for the State of Texas

Arkenstone 31 Fed Com 6H

LESSEE OF RECORD NMNM – 82904

OXY Y-1 COMPANY

DATE: _____

BY: _____

John V. Schneider
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____, 20____, by
JOHN V. SCHNEIDER, ATTORNEY-IN-FACT of OXY Y-1 COMPANY., a New Mexico
corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

Arkenstone 31 Fed Com 6H

LESSEE OF RECORD NMNM – 82904

EOG RESOURCES, INC

Date

By: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20 __, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of EOG RESOURCES, INC, a _____ corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

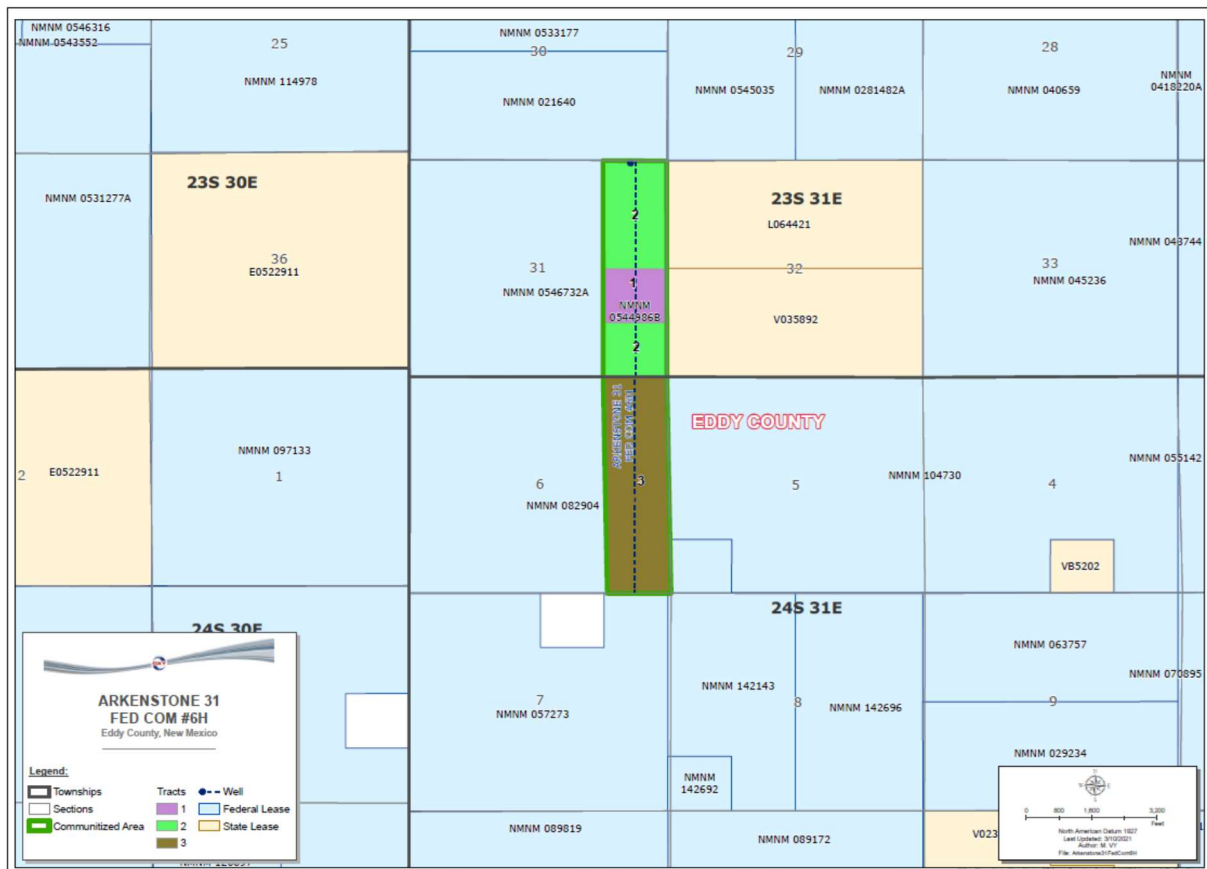
Notary Public

Arkenstone 31 Fed Com 6H

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated 3/01/2021.

Plat of communitized area covering **320.22** acres in the E/2E/2 of Section 31 of Township 23 South, Range 31 East, and the E/2E/2 of Section 6, Township 24 South, Range 31 East, N.M.P.M., Eddy County, NM, as written in Section 1 above.

ARKENSTONE FED COM 6H

Arkenstone 31 Fed Com 6H

EXHIBIT "B"

To Communitization Agreement Dated 11/01/2020 embracing the following described land in the E/2E/2 of Section 31 of Township 23 South, Range 31 East, and the E/2E/2 of Section 6, Township 24 South, Range 31 East, N.M.P.M., Eddy County, NM.

Operator of Communitized Area: OXY USA Inc.

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

Lease Serial Number: NMNM 0544986B

Description of Land Committed: Township 23 South, Range 31 East,
Section 31: NE/4 of SE/4

Number of Gross Acres: 40.00 acres

Lessee of Record: OXY USA Inc. – 100.00%

Name of Working Interest Owners: OXY USA Inc. - 100.00%

ORRI: Albert H. Spencer – 5%
Wright Minerals, LLC – 1.25%

Tract No. 2

Lease Serial Number: NMNM 0546732A

Description of Land Committed: Township 23 South, Range 31 East,
Section 31: E/2NE/4, SE/4SE/4

Number of Gross Acres: 120.00 acres

Lessee of Record: ConocoPhillips Company – 100.00%

Name of Working Interest Owners: OXY USA Inc. – 100.00%

ORRI: Nancy Herman Gibson – 0.083333%
Marisa Gibson Selkirk – 0.083333%
Sally Gibson Agar – 0.083333%
Gina Carolyn Gibson – 0.083333%
Suzanne Gibson Sloan – 0.083333%
Tim Gibson – 0.083333%

Arkenstone 31 Fed Com 6H

JADT Minerals, LTD – 1.125%
Douglas A. Denton 0.375%
Discovery Inc. – 0.5%
First National Bank & Trust Company of Oklahoma
Trustee of the Patricia Boyle Young Trust –
0.75%
Richard D. Jones, Jr. – 0.375%
Wells Fargo Bank, N.A., Trustee for Angela Leigh
Simpson Starrett Revocable Trust – 0.375%
Board of Regents of New Mexico Military Institute –
0.040275%
Conquistador Council Boy Scouts of America Trust
Fund – 0.013425%
Board of Regents of the University of New Mexico
“W.E. & Hazel J. Bondurant Scholarship
Fund” – 0.2148%
G. W. Allen – 0.354%
Jerune Allen – 0.18875%
Howard A. Rubin, Inc. – 0.06291667%
Rubie Bell Crosby Family, LLC – 0.03145833%
Bryan Bell Family, LLC – 0.03145833%
Robert N. Enfield, Trustee for Robert N. Enfield
Revocable Trust – 0.06291667%

Arkenstone 31 Fed Com 6H

Tract No. 3

Lease Serial Number: NMNM 82904

Description of Land Committed: Township 24 South, Range 31 East,
Section 6: Lot 1, SE/4NE/4, NE/4SE/4, SE/4SE/4

Number of Gross Acres: 160.22 acres

Lessee of Record: EOG Resources Inc – 68.00%
OXY Y-1 Company – 32.00%

Name of Working Interest Owners: OXY USA Inc. – 100.00%

ORRI: N/A

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	40.00	12.4914%
2	120.00	37.4742%
3	160.22	50.0344%
Total	320.22	100.00%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of December 2021, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

Township 23 South, Range 31 East, N.M.P.M.
W/2W/2 of Section 31, Eddy County, New Mexico

Township 24 South, Range 31 East, N.M.P.M.
W/2W/2 of Section 6, Eddy County, New Mexico

Containing 335.83 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil, natural gas and associated liquid

- hydrocarbons hereafter referred to as “communitized substances,” producible from such formation.
2. Attached hereto, and made a part of this agreement for all purposes is Exhibit “A”, a plat designating the communitized area and, Exhibit “B”, designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
 3. The Operator of the communitized area shall be OXY USA Inc., 5 Greenway Plaza, Suite 110, Houston, TX 77046. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based

- on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
 10. The date of this agreement is December 1, 2021, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

Arkenstone 31 Fed Com 9H

11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

OPERATOR:

OXY USA INC.

DATE: _____

BY: _____

James Laning
Attorney-in-Fact

Arkenstone 31 Fed Com 9H

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____, 20____, by
JAMES LANING, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on
behalf of said corporation.

Notary Public in and for the State of Texas

Arkenstone 31 Fed Com 9H

LESSEE OF RECORD NMNM – 0546732A

CONOCOPHILLIPS COMPANY

Date

By: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20 __, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of ConocoPhillips Company, a _____ corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

Arkenstone 31 Fed Com 9H

OPERATING RIGHTS OF RECORD NMNM-0546732A

OXY USA INC.

DATE: _____

BY: _____
James Laning
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____, 20____, by
JAMES LANING, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on
behalf of said corporation.

Notary Public in and for the State of Texas

Arkenstone 31 Fed Com 9H

LESSEE & OPERATING RIGHTS OF RECORD NMNM-82904

OXY USA INC.

DATE: _____

BY: _____

James Laning
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____, 20____, by
JAMES LANING, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on
behalf of said corporation.

Notary Public in and for the State of Texas

Arkenstone 31 Fed Com 9H

LESSEE OF RECORD NMNM – 82904

OXY Y-1 COMPANY

DATE: _____

BY: _____

James Laning
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____, 20____, by
JAMES LANING, ATTORNEY-IN-FACT of OXY Y-1 COMPANY., a New Mexico
corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

Arkenstone 31 Fed Com 9H

LESSEE OF RECORD NMNM – 82904

EOG RESOURCES, INC

Date

By: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20 __, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of EOG RESOURCES, INC, a _____ corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

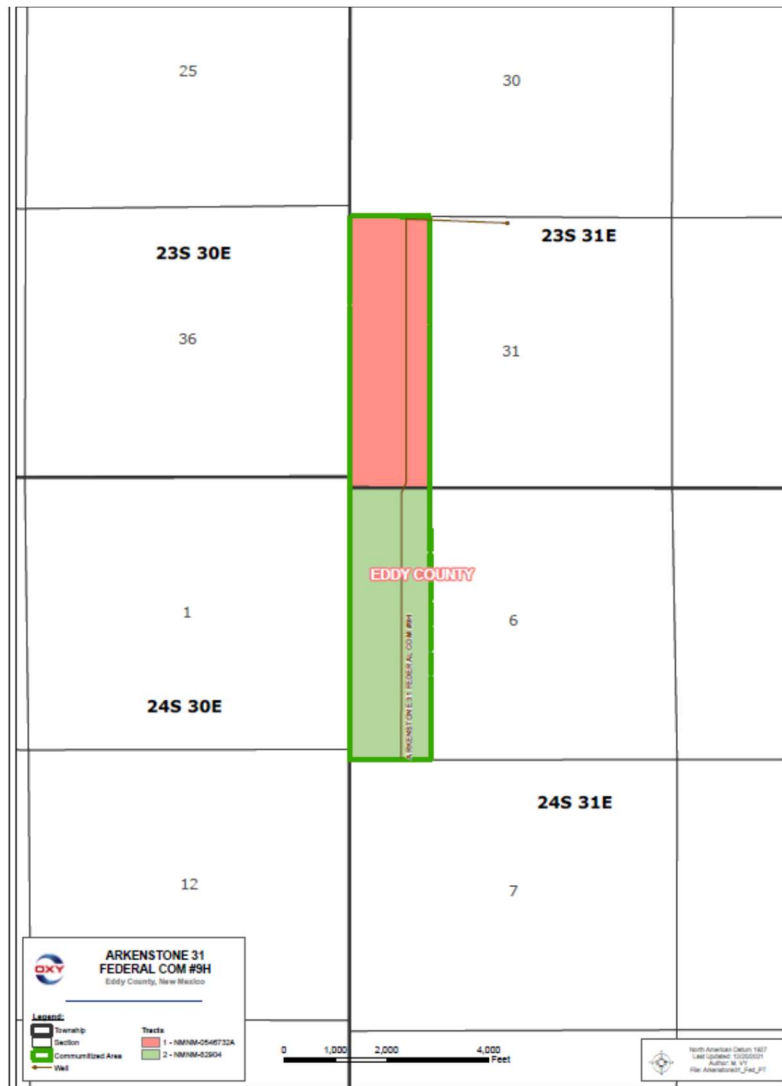
My Commission Expires

Notary Public

Arkenstone 31 Fed Com 9H

EXHIBIT "A"Attached to and made a part of that Communitization Agreement dated 12/01/2021.

Plat of communitized area covering **335.83** acres in the W/2W/2 of Section 31 of Township 23 South, Range 31 East, and the W/2W/2 of Section 6, Township 24 South, Range 31 East, N.M.P.M., Eddy County, NM, as written in Section 1 above.

ARKENSTONE FED COM 9H

Arkenstone 31 Fed Com 9H

EXHIBIT "B"

To Communitization Agreement Dated 12/01/2020 embracing the following described land in the W/2W/2 of Section 31 of Township 23 South, Range 31 East, and the W/2W/2 of Section 6, Township 24 South, Range 31 East, N.M.P.M., Eddy County, NM.

Operator of Communitized Area: OXY USA Inc.

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

Lease Serial Number: NMNM 0546732A

Description of Land Committed: Township 23 South, Range 31 East,
Section 31: W/2W/2

Number of Gross Acres: 167.91 acres

Lessee of Record: ConocoPhillips Company – 100.00%

Name of Working Interest Owners: OXY USA Inc. – 100.00%

ORRI:

- Nancy Herman Gibson – 0.083333%
- Marisa Gibson Selkirk – 0.083333%
- Sally Gibson Agar – 0.083333%
- Gina Carolyn Gibson – 0.083333%
- Suzanne Gibson Sloan – 0.083333%
- Tim Gibson – 0.083333%
- JADT Minerals, LTD – 1.125%
- Douglas A. Denton 0.375%
- Discovery Inc. – 0.5%
- First National Bank & Trust Company of Oklahoma
Trustee of the Patricia Boyle Young Trust –
0.75%
- Richard D. Jones, Jr. – 0.375%
- Wells Fargo Bank, N.A., Trustee for Angela Leigh
Simpson Starrett Revocable Trust – 0.375%
- Board of Regents of New Mexico Military Institute –
0.040275%
- Conquistador Council Boy Scouts of America Trust
Fund – 0.013425%
- Board of Regents of the University of New Mexico
“W.E. & Hazel J. Bondurant Scholarship
Fund” – 0.2148%
- G. W. Allen – 0.354%
- Jerune Allen – 0.18875%

Arkenstone 31 Fed Com 9H

Howard A. Rubin, Inc. – 0.06291667%
 Rubie Bell Crosby Family, LLC – 0.03145833%
 Bryan Bell Family, LLC – 0.03145833%
 Robert N. Enfield, Trustee for Robert N. Enfield
 Revocable Trust – 0.06291667%

Tract No. 2

Lease Serial Number: NMNM 82904

Description of Land Committed: Township 24 South, Range 31 East,
 Section 6: W/2W/2

Number of Gross Acres: 167.92 acres

Lessee of Record: EOG Resources Inc – 68.00%
 OXY Y-1 Company – 32.00%

Name of Working Interest Owners: OXY USA Inc. – 100.00%

ORRI: N/A

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	167.91	49.99%
2	167.92	50.01%
Total	335.83	100.00%

From: [Engineer, OCD, EMNRD](#)
To: [Musallam, Sandra C](#)
Cc: [McClure, Dean, EMNRD](#); [Hawkins, James, EMNRD](#); [Powell, Brandon, EMNRD](#); [lisa@rwbyram.com](#); [Glover, James](#); [Paradis, Kyle O](#); [Walls, Christopher](#)
Subject: Approved Administrative Order PLC-670-B
Date: Wednesday, February 23, 2022 5:23:39 PM
Attachments: [PLC670B Order.pdf](#)

NMOCD has issued Administrative Order PLC-670-B which authorizes Oxy USA, Inc. (16696) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool Code
30-015-46463	Precious 30 18 Federal Com #10H	SW/4	18-23S-31E	33740
		W/2	19-23S-31E	
		W/2	30-23S-31E	
30-015-46531	Precious 30 18 Federal Com #13H	SE/4	18-23S-31E	33740
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46615	Precious 30 18 Federal Com #14H	SE/4	18-23S-31E	33740
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46610	Precious 30 18 Federal Com #174H	SE/4	18-23S-31E	98236
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46457	Precious 30 18 Federal Com #175H	SW/4	18-23S-31E	98236
		W/2	19-23S-31E	
		W/2	30-23S-31E	
30-015-46462	Precious 30 18 Federal Com #176H	SE/4	18-23S-31E	98236
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46540	Precious 30 18 Federal Com #24H	SE/4	18-23S-31E	33740
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46545	Precious 30 18 Federal Com #25H	SE/4	18-23S-31E	33740
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46542	Precious 30 18 Federal Com #26H	SE/4	18-23S-31E	33740
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46617	Precious 30 18 Federal Com #33H	SE/4	18-23S-31E	33740
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46616	Precious 30 18 Federal Com #34H	SE/4	18-23S-31E	33740
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46350	Precious 30 18 Federal Com #3H	SE/4	18-23S-31E	33740
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46544	Precious 30 18 Federal Com #44H	SE/4	18-23S-31E	98236
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46525	Precious 30 18 Federal Com #45H	SE/4	18-23S-31E	98236
		E/2	19-23S-31E	
		E/2	30-23S-31E	

30-015-46524	Precious 30 18 Federal Com #46H	SE/4	18-23S-31E	98236
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46464	Precious 30 18 Federal Com #4H	SE/4	18-23S-31E	33740
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46448	Precious 30 18 Federal Com #5H	SE/4	18-23S-31E	33740
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46465	Precious 30 18 Federal Com #6H	SE/4	18-23S-31E	33740
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46376	Precious 30 18 Federal Com #11H	SW/4	18-23S-31E	33740
		W/2	19-23S-31E	
		W/2	30-23S-31E	
30-015-46533	Precious 30 18 Federal Com #12H	SW/4	18-23S-31E	33740
		W/2	19-23S-31E	
		W/2	30-23S-31E	
30-015-46581	Precious 30 18 Federal Com #171H	SW/4	18-23S-31E	98236
		W/2	19-23S-31E	
		W/2	30-23S-31E	
30-015-46582	Precious 30 18 Federal Com #172H	SW/4	18-23S-31E	98236
		W/2	19-23S-31E	
		W/2	30-23S-31E	
30-015-46543	Precious 30 18 Federal Com #173H	SW/4	18-23S-31E	98236
		W/2	19-23S-31E	
		W/2	30-23S-31E	
30-015-46373	Precious 30 18 Federal Com #1H	SW/4	18-23S-31E	33740
		W/2	19-23S-31E	
		W/2	30-23S-31E	
30-015-46522	Precious 30 18 Federal Com #21H	SW/4	18-23S-31E	33740
		W/2	19-23S-31E	
		W/2	30-23S-31E	
30-015-46678	Precious 30 18 Federal Com #22H	SW/4	18-23S-31E	33740
		W/2	19-23S-31E	
		W/2	30-23S-31E	
30-015-46541	Precious 30 18 Federal Com #23H	SW/4	18-23S-31E	33740
		W/2	19-23S-31E	
		W/2	30-23S-31E	
30-015-46473	Precious 30 18 Federal Com #2H	SW/4	18-23S-31E	98220
		W/2	19-23S-31E	
		W/2	30-23S-31E	
30-015-46520	Precious 30 18 Federal Com #31H	SW/4	18-23S-31E	33740
		W/2	19-23S-31E	
		W/2	30-23S-31E	
30-015-46611	Precious 30 18 Federal Com #32H	SW/4	18-23S-31E	33740
		W/2	19-23S-31E	
		W/2	30-23S-31E	
30-015-46521	Precious 30 18 Federal Com #41H	SW/4	18-23S-31E	98236
		W/2	19-23S-31E	
		W/2	30-23S-31E	
		SW/4	18-23S-31E	

30-015-46609	Precious 30 18 Federal Com #42H	W/2 W/2	19-23S-31E 30-23S-31E	98236
30-015-46614	Precious 30 18 Federal Com #43H	SW/4 W/2 W/2	18-23S-31E 19-23S-31E 30-23S-31E	98236
30-015-46372	Precious 30 18 Federal Com #7H	SW/4 W/2 W/2	18-23S-31E 19-23S-31E 30-23S-31E	33740
30-015-46523	Precious 30 18 Federal Com #9H	SW/4 W/2 W/2	18-23S-31E 19-23S-31E 30-23S-31E	33740
30-015-41647	FNR 26 Federal #2H	N/2 S/2	26-23S-30E	96477
30-015-41012	FNR 26 Federal #4H	S/2 S/2	26-23S-30E	96477
30-015-30412	FNR 26 Federal #1	M M	26-23S-30E 26-23S-30E	24720 96843
30-015-42275	FNR 35 Federal #1H	N/2 N/2	35-23S-30E	53818
30-015-42298	FNR 35 Federal #3H	N/2 S/2	35-23S-30E	53818
30-015-46619	Arkenstone 31 Federal Com #4H	B G J N O B C F G J K N O	31-23S-31E 6-24S-31E	13367
30-015-46323	Arkenstone 31 Federal Com #10H	E/2	31-23S-31E	13367
30-015-46320	Arkenstone 31 Federal Com #6H	E/2 E/2 E/2 E/2	31-23S-31E 6-24S-31E	13367
30-015-46618	Arkenstone 31 Federal #3H	E/2 W/2 E/2 W/2	31-23S-31E 6-24S-31E	13367
30-015-46370	Arkenstone 31 Federal #1H	W/2	31-23S-31E	13367
30-015-46321	Arkenstone 31 Federal Com #7H	W/2	31-23S-31E	13367
30-015-46322	Arkenstone 31 Federal #9H	W/2 W/2 W/2 W/2	31-23S-31E 6-24S-31E	13367
30-015-46677	Arkenstone 31 Federal #2H	W/2	31-23S-31E	13367
30-015-47319	Arkenstone 31 Federal Com #5H	E/2	31-23S-31E	13367

The administrative order is attached to this email and can also be found online at OCD Imaging.

Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.

Dean McClure
 Petroleum Engineer, Oil Conservation Division
 New Mexico Energy, Minerals and Natural Resources Department
 (505) 469-8211

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

**APPLICATION FOR SURFACE COMMINGLING
SUBMITTED BY OXY USA, INC.**

ORDER NO. PLC-670-B

ORDER

The Director of the New Mexico Oil Conservation Division (“OCD”), having considered the application and the recommendation of the OCD Engineering Bureau, issues the following Order.

FINDINGS OF FACT

1. Oxy USA, Inc. (“Applicant”) submitted a complete application to surface commingle the oil production from the pools, leases, and wells identified in Exhibit A (“Application”).
2. Applicant proposed a method to allocate the oil production to the pools, leases, and wells to be commingled.
3. To the extent that ownership is identical, Applicant submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7.B. NMAC.
4. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the oil production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
5. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
6. Applicant certified the commingling of oil production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil production to less than if it had remained segregated.
7. Applicant in the notice for the Application stated that it sought authorization to add additional pools, leases, and wells and identified the parameters to make such additions.
8. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil production from wells which have not yet been approved to be drilled, but will produce from a pool and lease identified in Exhibit A.
9. Applicant submitted or intends to submit one or more proposed communitization agreement(s) (“Proposed Agreement(s)”) to the BLM or NMSLO, as applicable, identifying the acreage of each lease to be consolidated into a single pooled area (“Pooled Area”), as described in Exhibit B.

CONCLUSIONS OF LAW

10. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.
11. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10.A.(2) NMAC, 19.15.12.10.C.(4)(c) NMAC, and 19.15.12.10.C.(4)(e) NMAC, as applicable.
12. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9.A.(5) NMAC and 19.15.23.9.A.(6) NMAC, as applicable.
13. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10.B.(1) NMAC or 19.15.12.10.C.(1) NMAC, as applicable.
14. Commingling of oil production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10.B.(3) NMAC and 19.15.12.10.C.(4)(h) NMAC.
15. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10.C.(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
16. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

ORDER

1. Applicant is authorized to surface commingle oil production from the pools, leases, and wells identified in Exhibit A.

Applicant is authorized to store and measure oil production off-lease from the pools, leases, and wells identified in Exhibit A at a central tank battery described in Exhibit A.

Applicant is authorized to surface commingle oil production from wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A.

Applicant is authorized to store and measure oil production off-lease from wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A at a central tank battery described in Exhibit A.

2. This Order supersedes Order PLC-670-A.
3. For each Pooled Area described in Exhibit B, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingle application to OCD to conform this Order with the approved Agreement(s). If OCD denies the new surface commingle application, this Order shall terminate on the date of such action.

Applicant shall allocate the oil production to each lease within a Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the Pooled Area described in Exhibit B until the Proposed Agreement which includes the Pooled Area is approved. After the Proposed Agreement is approved, the oil production from the Pooled Area shall be allocated as required by the BLM's or NMSLO's, as applicable, approval of the Agreement, including any production that had been allocated previously in accordance with this Order.

4. The allocation of oil production to wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
5. The allocation of oil production shall be based on the production life of each well as measured for three periods: (a) the initial production period shall be measured from the first production until the earlier of either the peak production rate or thirty (30) days after the first production; (b) the plateau period shall be measured from the end of the initial production period to the peak decline rate; and (c) the decline period shall be measured from the end of the plateau period until the well is plugged and abandoned.

During the initial production period, the oil production for each well identified in Exhibit A shall be allocated using a production curve calculated from a minimum of ten (10) well tests per month, except that any day in which a well test cannot achieve an accurate result due to a temporary change in oil production shall not be included in the computation of time determining the well test schedule. The production curve shall be calculated by interpolating daily production for each day using the known daily production obtained by well tests and shall use a method of interpolation that is at minimum as accurate as maintaining a constant rate of change for each day's production between the known daily production values.

During the plateau period, the oil production for each well identified in Exhibit A shall be allocated using a minimum of three (3) well tests per month.

During the decline period, the oil production for each well identified in Exhibit A shall be allocated as follows: (a) a minimum of three (3) well tests per month when the decline rate is greater than twenty-two percent (22%) per month; (b) a minimum of two (2) well tests per month when the decline rate is between twenty-two percent (22%) and ten percent (10%) per month; and (c) a minimum of one (1) well test per month when the decline rate is less than ten percent (10%) per month.

Upon OCD's request, Applicant shall submit a Form C-103 to the OCD Engineering Bureau that contains the decline rate curve and other relevant information demonstrating the production life of a well.

Applicant shall conduct a well test by separating and metering the oil production from that well for either (a) a minimum of twenty-four (24) consecutive hours; or (b) a combination of nonconsecutive periods that meet the following conditions: (i) each period shall be a minimum of six (6) hours; and (ii) the total duration of the nonconsecutive periods shall be a minimum of eighteen (18) hours.

The well test requirements of this Order shall be suspended for any well shut-in for a period that continues for more than fifteen (15) days until the well commences production.

6. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
7. Applicant shall calibrate the meters used to measure or allocate oil production in accordance with 19.15.12.10.C.(2) NMAC.
8. If the commingling of oil production from any pool, lease, or well reduces the value of the commingled oil production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
9. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10.C.(4)(g) NMAC.
10. If a well is not included in Exhibit A but produces from a pool or lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well and proposed method to determine the allocation of oil production to it.
11. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.

12. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
13. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



**ADRIENNE SANDOVAL
DIRECTOR**

DATE: 2/23/2022

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **PLC-670-B**
Operator: **Oxy USA, Inc. (16696)**
Central Tank Battery: **Precious Battery**
Central Tank Battery Location: **Unit E, Section 31, Township 23 South, Range 31 East**
Gas Title Transfer Meter Location:

Pools

Pool Name	Pool Code
COTTON DRAW; BONE SPRING	13367
FORTY NINER RIDGE; BONE SPRING	24720
INGLE WELLS; BONE SPRING	33740
SAND DUNES; DELAWARE, SOUTH	53818
FORTY NINER RIDGE; DELAWARE, SW (O)	96477
WC FORTY NINER RIDGE; DELAWARE, SE	96843
PURPLE SAGE; WOLFCAMP (GAS)	98220
WC-015 G-08 S233135D; WOLFCAMP	98236

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
NMNM 0531277A	S/2	26-23S-30E
	All	35-23S-30E
NMNM 0546732A	All minus I	31-23S-31E
NMNM 0546237	I J K N O P	18-23S-31E
	B	19-23S-31E
NMNM 0546732	L	18-23S-31E
NMNM 017057	A	19-23S-31E
	M	18-23S-31E
NMNM 021639	C D E F G H	19-23S-31E
	I J K L	
NMNM 0533177	S/2 S/2	19-23S-31E
	N/2	30-23S-31E
NMNM 021640	S/2	30-23S-31E
NMNM 0544986B	I	31-23S-31E
NMNM 082904	All	6-24S-31E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
		SW/4	18-23S-31E	
30-015-46463	Precious 30 18 Federal Com #10H	W/2	19-23S-31E	33740
		W/2	30-23S-31E	
		SE/4	18-23S-31E	
30-015-46531	Precious 30 18 Federal Com #13H	E/2	19-23S-31E	33740
		E/2	30-23S-31E	

30-015-46615	Precious 30 18 Federal Com #14H	SE/4	18-23S-31E	33740
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46610	Precious 30 18 Federal Com #174H	SE/4	18-23S-31E	98236
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46457	Precious 30 18 Federal Com #175H	SW/4	18-23S-31E	98236
		W/2	19-23S-31E	
		W/2	30-23S-31E	
30-015-46462	Precious 30 18 Federal Com #176H	SE/4	18-23S-31E	98236
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46540	Precious 30 18 Federal Com #24H	SE/4	18-23S-31E	33740
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46545	Precious 30 18 Federal Com #25H	SE/4	18-23S-31E	33740
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46542	Precious 30 18 Federal Com #26H	SE/4	18-23S-31E	33740
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46617	Precious 30 18 Federal Com #33H	SE/4	18-23S-31E	33740
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46616	Precious 30 18 Federal Com #34H	SE/4	18-23S-31E	33740
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46350	Precious 30 18 Federal Com #3H	SE/4	18-23S-31E	33740
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46544	Precious 30 18 Federal Com #44H	SE/4	18-23S-31E	98236
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46525	Precious 30 18 Federal Com #45H	SE/4	18-23S-31E	98236
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46524	Precious 30 18 Federal Com #46H	SE/4	18-23S-31E	98236
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46464	Precious 30 18 Federal Com #4H	SE/4	18-23S-31E	33740
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46448	Precious 30 18 Federal Com #5H	SE/4	18-23S-31E	33740
		E/2	19-23S-31E	
		E/2	30-23S-31E	
30-015-46465	Precious 30 18 Federal Com #6H	SE/4	18-23S-31E	33740
		E/2	19-23S-31E	
		E/2	30-23S-31E	

30-015-46376	Precious 30 18 Federal Com #11H	SW/4 W/2 W/2	18-23S-31E 19-23S-31E 30-23S-31E	33740
30-015-46533	Precious 30 18 Federal Com #12H	SW/4 W/2 W/2	18-23S-31E 19-23S-31E 30-23S-31E	33740
30-015-46581	Precious 30 18 Federal Com #171H	SW/4 W/2 W/2	18-23S-31E 19-23S-31E 30-23S-31E	98236
30-015-46582	Precious 30 18 Federal Com #172H	SW/4 W/2 W/2	18-23S-31E 19-23S-31E 30-23S-31E	98236
30-015-46543	Precious 30 18 Federal Com #173H	SW/4 W/2 W/2	18-23S-31E 19-23S-31E 30-23S-31E	98236
30-015-46373	Precious 30 18 Federal Com #1H	SW/4 W/2 W/2	18-23S-31E 19-23S-31E 30-23S-31E	33740
30-015-46522	Precious 30 18 Federal Com #21H	SW/4 W/2 W/2	18-23S-31E 19-23S-31E 30-23S-31E	33740
30-015-46678	Precious 30 18 Federal Com #22H	SW/4 W/2 W/2	18-23S-31E 19-23S-31E 30-23S-31E	33740
30-015-46541	Precious 30 18 Federal Com #23H	SW/4 W/2 W/2	18-23S-31E 19-23S-31E 30-23S-31E	33740
30-015-46473	Precious 30 18 Federal Com #2H	SW/4 W/2 W/2	18-23S-31E 19-23S-31E 30-23S-31E	98220
30-015-46520	Precious 30 18 Federal Com #31H	SW/4 W/2 W/2	18-23S-31E 19-23S-31E 30-23S-31E	33740
30-015-46611	Precious 30 18 Federal Com #32H	SW/4 W/2 W/2	18-23S-31E 19-23S-31E 30-23S-31E	33740
30-015-46521	Precious 30 18 Federal Com #41H	SW/4 W/2 W/2	18-23S-31E 19-23S-31E 30-23S-31E	98236
30-015-46609	Precious 30 18 Federal Com #42H	SW/4 W/2 W/2	18-23S-31E 19-23S-31E 30-23S-31E	98236
30-015-46614	Precious 30 18 Federal Com #43H	SW/4 W/2 W/2	18-23S-31E 19-23S-31E 30-23S-31E	98236
30-015-46372	Precious 30 18 Federal Com #7H	SW/4 W/2 W/2	18-23S-31E 19-23S-31E 30-23S-31E	33740

30-015-46523	Precious 30 18 Federal Com #9H	SW/4 W/2 W/2	18-23S-31E 19-23S-31E 30-23S-31E	33740
30-015-41647	FNR 26 Federal #2H	N/2 S/2	26-23S-30E	96477
30-015-41012	FNR 26 Federal #4H	S/2 S/2	26-23S-30E	96477
30-015-30412	FNR 26 Federal #1	M M	26-23S-30E 26-23S-30E	24720 96843
30-015-42275	FNR 35 Federal #1H	N/2 N/2	35-23S-30E	53818
30-015-42298	FNR 35 Federal #3H	N/2 S/2	35-23S-30E	53818
30-015-46619	Arkenstone 31 Federal Com #4H	B G J N O B C F G J K N O	31-23S-31E 6-24S-31E	13367
30-015-46323	Arkenstone 31 Federal Com #10H	E/2	31-23S-31E	13367
30-015-46320	Arkenstone 31 Federal Com #6H	E/2 E/2 E/2 E/2	31-23S-31E 6-24S-31E	13367
30-015-46618	Arkenstone 31 Federal #3H	E/2 W/2 E/2 W/2	31-23S-31E 6-24S-31E	13367
30-015-46370	Arkenstone 31 Federal #1H	W/2	31-23S-31E	13367
30-015-46321	Arkenstone 31 Federal Com #7H	W/2	31-23S-31E	13367
30-015-46322	Arkenstone 31 Federal #9H	W/2 W/2 W/2 W/2	31-23S-31E 6-24S-31E	13367
30-015-46677	Arkenstone 31 Federal #2H	W/2	31-23S-31E	13367
30-015-47319	Arkenstone 31 Federal Com #5H	E/2	31-23S-31E	13367

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit B

Order: **PLC-670-B**
Operator: **Oxy USA, Inc. (16696)**

Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring NMNM 143986	SW/4	18-23S-31E	816.41	A
	W/2	19-23S-31E		
	W/2	30-23S-31E		
CA Bone Spring BLM	SE/4	18-23S-31E	800	B
	E/2	19-23S-31E		
	E/2	30-23S-31E		
CA Wolfcamp BLM	SW/4	18-23S-31E	816.41	C
	W/2	19-23S-31E		
	W/2	30-23S-31E		
CA Wolfcamp BLM	SE/4	18-23S-31E	800	D
	E/2	19-23S-31E		
	E/2	30-23S-31E		
CA Bone Spring BLM	E/2 W/2	31-23S-31E	320.15	E
	E/2 W/2	6-24S-31E		
CA Bone Spring BLM	B G J N O	31-23S-31E	520.32	F
	B C F G J K N O	6-24S-31E		
CA Bone Spring BLM	E/2 E/2	31-23S-31E	320.22	G
	E/2 E/2	6-24S-31E		
CA Bone Spring BLM	W/2 W/2	31-23S-31E	335.53	H
	W/2 W/2	6-24S-31E		
CA Bone Spring BLM	E/2	31-23S-31E	320	I

Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 0546237	E/2 SW/4	18-23S-31E	80	A
NMNM 0546732	L	18-23S-31E	41.49	A
NMNM 021639	M	18-23S-31E	286.27	A
	C D E F K L	19-23S-31E		
NMNM 0533177	S/2 SW/4	19-23S-31E	245.06	A
	NW/4	30-23S-31E		
NMNM 021640	SW/4	30-23S-31E	163.59	A
NMNM 0546237	SE/4	18-23S-31E	200	B
	B	19-23S-31E		
NMNM 017057	A	19-23S-31E	40	B
NMNM 021639	H G J I	19-23S-31E	160	B
NMNM 0533177	S/2 SE/4	19-23S-31E	240	B
	NE/4	30-23S-31E		

NMNM 021640	SE/4	30-23S-31E	160	B
NMNM 0546237	E/2 SW/4	18-23S-31E	80	C
NMNM 0546732	L	18-23S-31E	41.49	C
NMNM 021639	M C D E F K L	18-23S-31E 19-23S-31E	286.27	C
NMNM 0533177	S/2 SW/4 NW/4	19-23S-31E 30-23S-31E	245.06	C
NMNM 021640	SW/4	30-23S-31E	163.59	C
NMNM 0546237	SE/4 B	18-23S-31E 19-23S-31E	200	D
NMNM 017057	A	19-23S-31E	40	D
NMNM 021639	H G J I	19-23S-31E	160	D
NMNM 0533177	S/2 SE/4 NE/4	19-23S-31E 30-23S-31E	240	D
NMNM 021640	SE/4	30-23S-31E	160	D
NMNM 0546732A	E/2 W/2	31-23S-31E	160	E
NMNM 082904	E/2 W/2	6-24S-31E	160.15	E
NMNM 0546732A	B G J N O	31-23S-31E	200	F
NMNM 082904	B C F G J K N O	6-24S-31E	320.32	F
NMNM 0546732A	A H P	31-23S-31E	120	G
NMNM 0544986B	I	31-23S-31E	40	G
NMNM 082904	E/2 E/2	6-24S-31E	160.22	G
NMNM 0546732A	W/2 W/2	31-23S-31E	167.8	H
NMNM 082904	W/2 W/2	6-24S-31E	167.73	H
NMNM 0546732A	A B G H J O P	31-23S-31E	280	I
NMNM 0544986B	I	31-23S-31E	40	I

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State of New Mexico
Energy, Minerals and Natural Resources
Oil Conservation Division
1220 S. St Francis Dr.
Santa Fe, NM 87505

CONDITIONS

Action 67124

CONDITIONS

Operator: OXY USA INC P.O. Box 4294 Houston, TX 772104294	OGRID: 16696
	Action Number: 67124
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.	2/23/2022