<u>District I</u> 1625 N. French Drive, Hobbs, NM 88240 <u>District II</u> 811 S. First St., Artesia, NM 88210

<u>District III</u> 1000 Rio Brazos Road, Aztec, NM 87410 <u>District IV</u>

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.

APPLICA	<u>ATION</u> FO	OR SURFACE (COMMINGLING	G (DIVERSE	OWNERSHIP)	
OPERATOR NAME:	OXY USA	INC				
OPERATOR ADDRESS:	P O BOX 4	1294 HOUSTON, T	X 77210			
APPLICATION TYPE:						
☐ Pool Commingling ☐ Lease	Commingling	☑Pool and Lease Co	mmingling Off-Lease	Storage and Measur	rement (Only if not Surface	e Commingled)
LEASE TYPE:		State 🛛 Fede	ral			
Is this an Amendment to exis			LC-483B			
Have the Bureau of Land Ma ⊠Yes □No	ınagement (E	BLM) and State Land	d office (SLO) been not	tified in writing o	of the proposed comm	ingling
1 tes 1140			OL COMMINGLIN Is with the following in			
		Gravities / BTU of	Calculated Gravities /	1	Calculated Value of	
(1) Pool Names and Codes		Non-Commingled Production	BTU of Commingled Production		Commingled Production	Volumes
SEE ATTACHED						
(2) Are any wells producing a		es? □Yes ⊠No				
(4) Measurement type: (5) Will commingling decreas		Other (Specify) WELI production? Yes		be why commingli	ing should be approved	
			SE COMMINGLINGS with the following in			
 Pool Name and Code. Is all production from sam Has all interest owners beer Measurement type:	notified by c			∐Yes ∏N	0	
			LEASE COMMIN			
(1) Complete Sections A and	Е.					
	` ,		ORAGE and MEA			
(1) Is all production from sam				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
(2) Include proof of notice to	all interest ow	ners.				
	(E) ADI		PRMATION (for all swith the following in		vpes)	
(1) A schematic diagram of fa	cility, includir		ionoming i			
(2) A plat with lease boundari (3) Lease Names, Lease and V	_	-	ions. Include lease numbe	ers if Federal or Sta	ate lands are involved.	
I hereby certify that the informat	tion above is to	rue and complete to the	best of my knowledge an	d belief.		
SIGNATURE:	8	T	ITLE:REGULATORY	ENGINEER	DATE:02/10	5/2022
TYPE OR PRINT NAME_SAM	NDRA MUSA	LLAM	TELEPHON	E NO.:713-366-	5106	
F-MAII ADDRESS: SANDI	RA MIISALI	AM@OXY COM				

RECEIVED:	REVIEWER:	TYPE:	APP NO:	
	<u> </u>	ABOVE THIS TABLE FOR OCD I		
		CO OIL CONSERV		ON SECTION
	•	gical & Engineering	•	•
	1220 South St.	Francis Drive, Sant	a Fe, NM 8750	05
	ADMINIS	TRATIVE APPLICATI	ON CHECKLIS	T
THIS	CHECKLIST IS MANDATORY FOR		ATIONS FOR EXCEPTION	ns to division rules and
Applicant: SANDR				GRID Number: 16696
	R CANYON 21 FED COM 31H	& OTHERS	AP	30-015-44182 & OTHERS
ool: PURPLE SAGE;	WOLFCAMP		Poo	ol Code: <u>98220</u>
SUBMIT ACCUR	ATE AND COMPLETE II	NFORMATION REQUI		SS THE TYPE OF APPLICATION
1) TVDE OF ADDI	CATION: Chaalthaa		,	
•	ICATION: Check thos – Spacing Unit – Simu			MENT TO PLC-483B
	· · · —		P(proration unit)	□sd
Ш.	101	(I ROJECI AREA)	or (FRORAHON UNIT)	
B. Check o	ne only for [I] or [II]			
	mingling – Storage –			
	DHC CTB		-	
[II] INJec	ction – Disposal – Pres] WFX		ancea Oii Recc :OR	overy
L_		3440	OK LITK	FOR OCD ONLY
2) NOTIFICATION	N REQUIRED TO: Chec	k those which apply	/.	
	operators or lease h			☐ Notice Complete
	ty, overriding royalty		vners	Application
	cation requires publis		\circ	Content
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	ce owner	пет арргочаг бу в	_/ V \	
	of the above, proof	of notification or pu	ublication is atto	ached, and/or,
	otice required .	·		
•	N: I hereby certify the			• •
	e approval is accurate	-	•	equired information and
	are submitted to the D			
N	ote: Statement must be comp	oletea by an inaiviauai Wiff	ı managenai ana/or	зирегизогу сараспу.
			02/16/2022	
SANDRA MUSALLAM			Date	
Print or Type Name			713-366-5106	
			Phone Numb	per
SIMILED				
<u> </u>				USALLAM@OXY.COM
Signature			e-mail Addre	222

APPLICATION FOR POOL AND LEASE COMMINGLE, OFF-LEASE MEASUREMENT, SALES AND STORAGE Amended commingling proposal for Cedar Canyon 23 Federal 3H Satellite/Cedar Canyon 22 Satellite

OXY USA INC requests to amend previously approved NMOCD commingle order PLC-483B to add the wells listed below at the Cedar Canyon 22 Satellite (L 22 T24S R29E). The wells are currently at Cedar Canyon 21 Federal Battery, and this commingle request will supersede PLC 541A for the Cedar Canyon 21 Battery wells. In Addition, Riverbend Federal #009 (30-015-28861) has been plugged and will not be moved from PLC 541A to this permit.

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

Cedar Canyon 22 Satellite Train #1 (L 22 T24S R29E)

Wells to be added:

Well Name	API	Surface Location	Date Online	Oil (BPD)	API Gravity	Gas (MSCFD)	BTU/CF	Water (BWPD)
POOL: CORRAL DRAW; BONE SPRING	(96238)						•	
Federal CA PENDING Lease (NMNM)	85893, NMNM8655	0 & NMNM869	08) (BLM 12.5	% Royalt	y Rate)			
Cedar Canyon 21 Fed Com 22 H	30-015-44190	E-21-24S-29E	Nov-2017	54	44.5	366	1335	128
Cedar Canyon 21 Fed Com 23 H	30-015-44191	E-21-24S-29E	Nov-2017	53	44.4	319	1320	144
Cedar Canyon 21 Fed Com 21 H	30-015-44181	A-21-24S-29E	Nov-2017	33	43.1	251	1296	120
Federal CA NMNM136578 Lease (NM	/NM13996 & NMNI	M81586) (BLM	12.5% Royalty	Rate)				
Cedar Canyon 22 Fed Com 5H	30-015-43758	M-22-24S-29E	Nov-2016	31	43.3	342	1296	109

POOL: PIERCE CROSSING; BONE SPRING E (96473)

Federal CA PENDING Lease (NMNM85893, NMNM86550, NMNM86908 & NMNM81586) (BLM 12.5% Royalty Rate)

Cedal Callyon 21-22 ed Coll 3211 30-013-44170 L-21-243-23L NOV-2017 112 44 016 1322 300		Cedar Canyon 21-22 Fed Com 32H	30-015-44176	E-21-24S-29E	Nov-2017	112	44	618	1322	980
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POOL: PURPLE SAGE; WOLFCAMP (98220)

Federal CA PENDING Lease (NMNM85893, NMNM86550 & NMNM86908) (BLM 12.5% Royalty Rate)

dar Canyon 21 Fed Com 31H	30-015-44182 A-21-24S-29E	Oct-2017 47	44.5	273	1290	327	
---------------------------	---------------------------	-------------	------	-----	------	-----	--

POOL: CEDAR CANYON; DELAWARE (11540)

Lease NMNM86550 (BLM 12.5% Royalty Rate)

Yvonne 21 Federal #001	30-015-28850	F-21-24S-29E	Dec-1996	11	39.7	12	1294	58

Existing well:

POOL: CORRAL DRAW; BONE SPRING (96238)

Lease NMNM081586 (BLM 12.5% Royalty Rate)

Well Name	АРІ	Surface Location	Date Online	Oil (BPD)	API Gravity	Gas (MSCFD)	BTU/CF	Water (BWPD)
Cedar Canyon 22 001H	30-015-40668	K-22-24S-29E	Apr-2013	56	44	477	1308	93

Cedar Canyon 23 Federal 3H Satellite (I 22 T24S R29E)

Existing wells:

Federal Lease NMNM81586 (12.5% Royalty Rate). POOL: PIERCE CROSSING; BONE SPRING E (96473)

Well Name	API	Surface Location	Date Online	Oil (BPD)	API Gravity	Gas (MSCFD)	BTU/CF	Water (BWPD)
Cedar Canyon 22 Fed 21H	30-015-43642	I-22-24S-29E	02/2017	61	43.9	384	1301	150
Cedar Canyon 23-24 Fed 31H	30-015-44179	A-22-24S-29E	09/2017	112	45.5	300	1332	343
Cedar Canyon 23-24 Fed 32H	30-015-44180	A-22-24S-29E	09/2017	115	44.8	414	1301	511
Cedar Canyon 23 Fed 3H	30-015-43290	I-22-24S-29E	02/2017	69	43.5	402	1301	196
Cedar Canyon 23 Fed 4H	30-015-43281	H-22-24S-29E	01/2016	50	42.9	342	1270	128
Cedar Canyon 23 Fed 5H	30-015-43282	A-22-24S-29E	01/2016	62	43.0	247	1301	150
Guacamole CC 24 23 Fed 11H	30-015-45870	C-24-24S-29E	03/2020	42	43.9	606	1271	784
Guacamole CC 24 23 Fed 12H	30-015-45871	F-24-24S-29E	03/2020	54	43.9	1477	1271	161

Federal Lease NMNM81586 (12.5% Royalty Rate). POOL: CORRAL DRAW; BONE SPRING (96238)

	Well Name	АРІ	Surface Location	Date Online	Oil (BPD)	API Gravity	Gas (MSCFD)	BTU/CF	Water (BWPD)
I	Cedar Canyon 23 1H	30-015-40667	E-23-24S-29E	04/2013	5	44.0	0	1315	304

Federal CA NMNM136823 Lease (NMNM13996 & NMNM81586) (12.5% Royalty Rate)

POOL: PIERCE CROSSING; BONE SPRING E (96473)

Well Name	API	Surface Location	Date Online	Oil (BPD)	API Gravity	Gas (MSCFD)	BTU/CF	Water (BWPD)
Cedar Canyon 22 Fed Com 4H	30-015-43708	I-22-24S-29E	02/2017	34	43.9	323	1263	102

Federal CA NMNM137568 Lease (NMNM81586, NMNM93477 & NMNM88138) (12.5% Royalty Rate)

POOL: PIERCE CROSSING; BONE SPRING E (96473)

Well Name	API	Surface Location	Date Online	Oil (BPD)	API Gravity	Gas (MSCFD)	BTU/CF	Water (BWPD)
Cedar Canyon 23 Fed Com 6H	30-015-44095	I-22-24S-29E	08/2017	113	43	492	1270	180

Cedar Canyon 23 Federal 3H Satellite

The wells flow to the inlet header and are separated at a 10′ X 40′ three-phase production separator. Oil production flows to two storage tanks located at the Cedar Canyon 22 Satellite then is sold through a LACT meter, which serves as the oil FMP for the purpose of royalty payment. Upstream of the storage tanks, oil from Cedar Canyon 22 Satellite Train #1 is tied in.

Oil production is allocated back to each well based on well test. For testing purposes, the facility is equipped with one 4' X 10' three-phase test separator and six 6' X 20' three-phase test separators. All test vessels are equipped with an oil turbine meter, gas orifice meter and water turbine meter.

All wells at the Cedar Canyon 23 Federal 3H Satellite and Cedar Canyon 22 Satellite Train #1 (current and future wells listed in this application) have been on production for two years or more and are in Range 3 of decline. They are tested at least once per month, as specified in Hearing Order R-14299. Production is allocation to each well based on the aforementioned well tests.

Gas production flows from the production and test separators to a 54" X 10' gas scrubber. It then flows through two orifice meters, which serve as the gas FMPs, then is sent to sales. Gas production is allocated back to the wells at Cedar Canyon 23 Federal 3H Satellite based on the aforementioned well tests. The gas is commingled per PLC 750B.

All water from the Cedar Canyon 23 Federal 3H Satellite is sent to the Cedar Canyon 22 Battery before being sent to the Cedar Canyon water disposal distribution system.

Cedar Canyon 22 Satellite Train #1

The current and future wells listed in this application will flow to the inlet header and be separated at a 6' X 20' three-phase production separator. Oil production then flows to two storage tanks located at Cedar Canyon 22 Satellite and then is sold through a LACT meter, which serves as the oil FMP for the purpose of royalty payment. Upstream of the storage tanks, oil from Cedar Canyon 23 Federal 3H Satellite is tied in.

Oil production is allocated back to each well based on well test. For testing purposes, the facility is equipped with a three-phase test separator with an oil turbine meter, gas orifice meter and water turbine meter. The gas orifice meter also serves as a gas FMP.

All wells at the Cedar Canyon 22 Satellite Train #1 (current and future wells listed in this application) and Cedar Canyon 23 Federal 3H Satellite have been on production for two years or more and are in Range 3 of decline. They are tested

at least once per month, as specified in Hearing Order R-14299. Production is allocation to each well based on the aforementioned well tests.

Gas production is measured at an orifice meter on the 6' X 20' three-phase production separator, which also serves as a gas FMP. It then combines with the gas from the test separator and is sent to sales. Gas production from both the production separator and test separator FMPs is allocated back to the wells at Cedar Canyon 22 Satellite Train #1 based on the aforementioned well tests. The gas is commingled per PLC 750B.

All water from the Cedar Canyon 22 Satellite Train #1 is sent to the Cedar Canyon 22 Battery before being sent to the Cedar Canyon water disposal distribution system.

Additional Application Components:

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

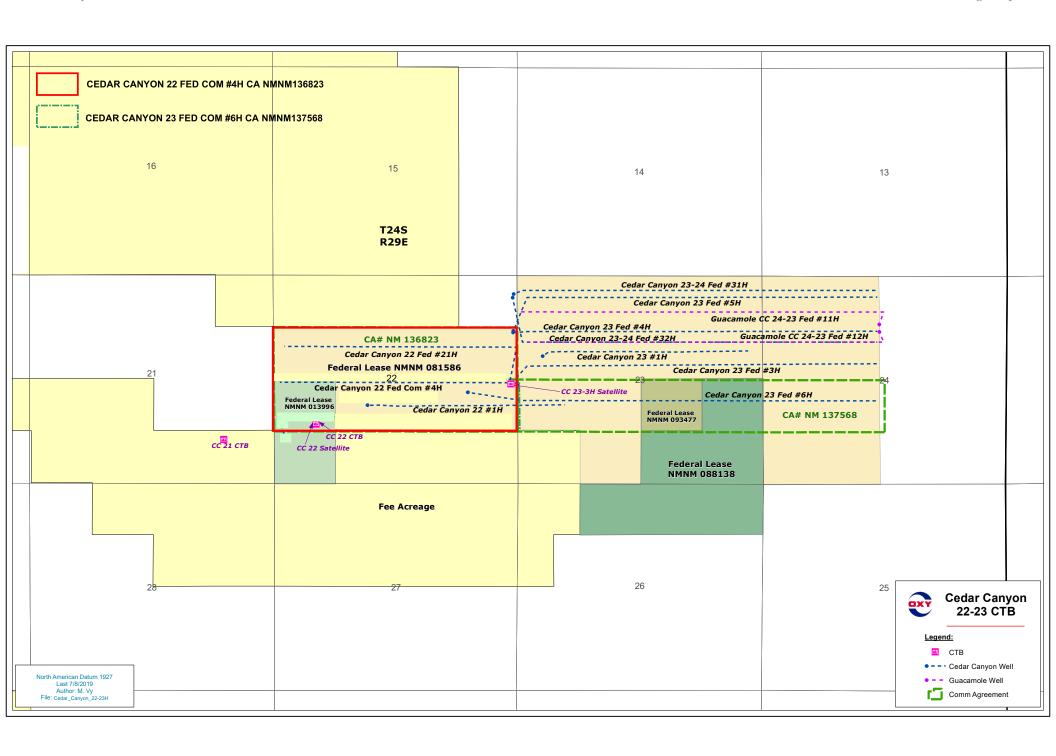
The oil and gas meters are calibrated on a regular basis per API, NMOCD and BLM specifications.

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.

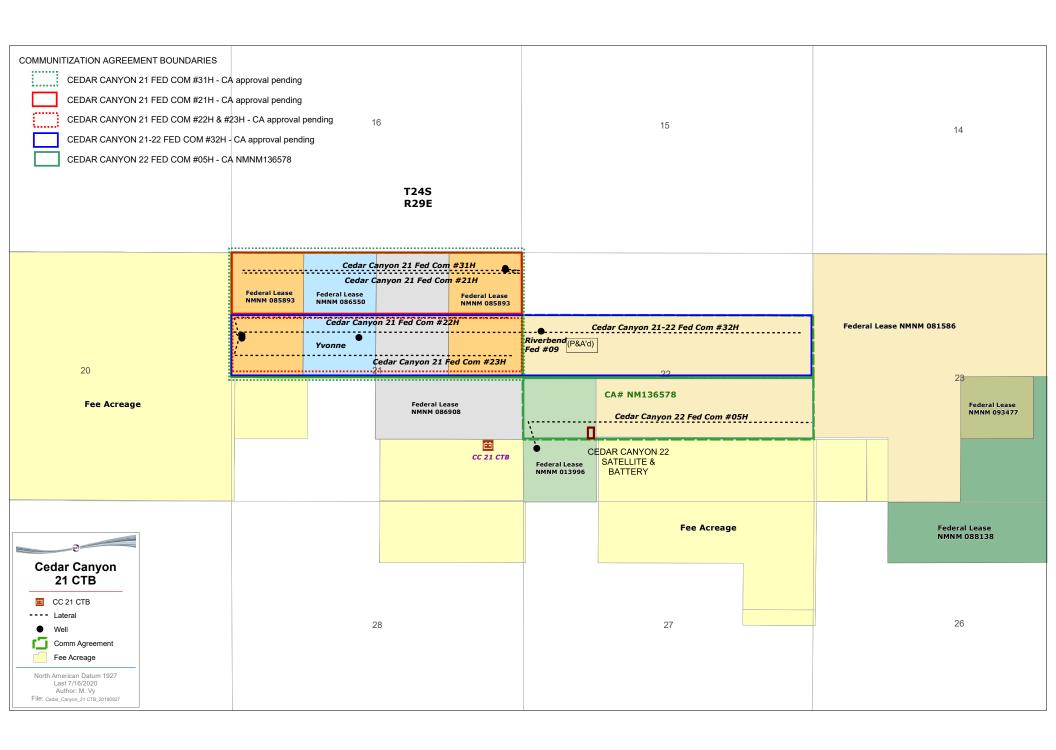
Commingling will not reduce the individual wells' production value or otherwise adversely affect the interest owners. It is the most effective means of producing the reserves.

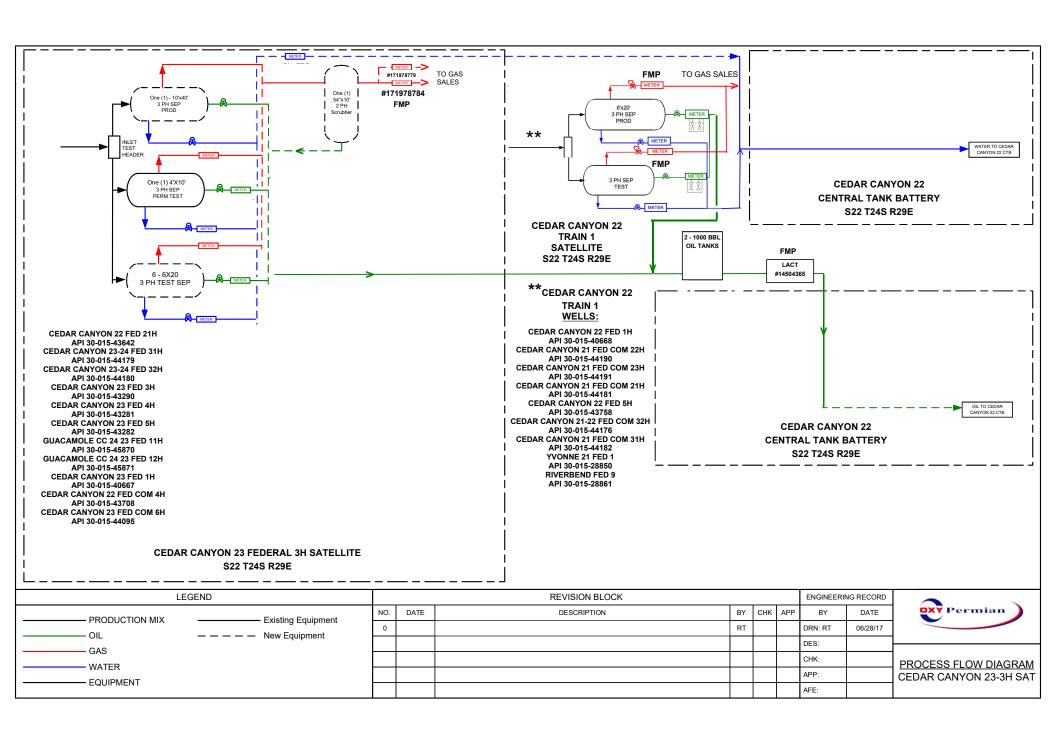
OXY USA INC understands the requested approval will not constitute the granting of any right-of-way or construction rights not granted by the lease instrument.

Received by OCD: 3/1/2022 4:15:00 PM



Received by OCD: 3/1/2022 4:15:00 PM





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

February 17, 2022

Re: Request for Pool and Lease Commingling, Off-lease Measurement, Sales, & Storage for Oil Production at Cedar Canyon 23 Federal 3H Satellite and Cedar Canyon 22 Satellite

Dear Interest Owner:

This is to advise you that OXY USA INC is filing an amendment to previously approved order PLC-483B for oil production at Cedar Canyon 23 Federal 3H Satellite and Cedar Canyon 22 Satellite. A copy of the application submitted to the New Mexico Oil Conservation Division is attached. The commingle request includes the current and future wells in the pools and leases/CAs of the wells listed in the 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,

OXY USA INC

Sandra Musallam

Regulatory Engineer - Compliance Lead

Sandra Musallam@oxy.com

MAILED 02/17/2022

					MAILED 02/17/2022
To Name	To Address Line 1	To City	To State	To ZIP	TRACKING NUMBER
BEN J FORTSON III CHILDRENS TRUST	P O BOX 29	FORT WORTH	TX	76101	_9414811898765847595850
BEVERLY GAY NICHOLS	2207 SHEPHERDS RIDGE RD	CHARLOTTESVILLE	VA	22901	_9414811898765847595867
BRECK MINERALS LP	PO BOX 911	BRECKENRIDGE	TX	76424	_9414811898765847595829
BRIGHAM MINERALS	5914 W COURTYARD DRIVE STE 200	AUSTIN	TX	78730	_9414811898765847595805
CCB 1998 TRUST	5 WESTOVER RD	FORT WORTH	TX	76107	_9414811898765847595843
CLAIBORNE LP	500 COMMERCE STREET SUITE 600	FORT WORTH	TX	76102	_9414811898765847595881
CYDNEY MCDONALD MEDFORD	2111 PAISANO RD	AUSTIN	TX	78746	_9414811898765847595836
DCB 1998 TRUST	5 WESTOVER RD	FORT WORTH	TX	76107	_9414811898765847595874
EDNA & CURTIS ANDERSON REV TR	9314 CHERRY BROOK LANE	FRISCO	TX	75033	_9414811898765847595751
EOG RESOURCES INC	P O BOX 840321	DALLAS	TX	75284	_9414811898765847595768
EOG RESOURCES INC	P O BOX 2267	MIDLAND	TX	79702	_9414811898765847595720
FINA OIL AND CHEMICAL COMPANY	P O BOX 200669	HOUSTON	TX	77216	_9414811898765847595706
INTERNATIONAL PETROLEUM SERVICE CO	P O BOX 201730	DALLAS	TX	75320	_9414811898765847595744
JACK SCOTT & SANDRA MCDONALD	4510 HOUSTON	SNYDER	TX	79549	_9414811898765847595782
JAN ALICE HERRSTROM	810 FOREST OAKS CIRCLE	WOODWAY	TX	76712	_9414811898765847595737
KIMBELL ART FOUNDATION	301 COMMERCE ST SUITE 2300	FORT WORTH	TX	76102	_9414811898765847595775
MANIX ROYALTY LTD	PO BOX 2818	MIDLAND	TX	79701	_9414811898765847595911
MAPOO-NET TX GENERAL PARTNERSHIP	PO BOX 268946	OKLAHOMA CITY	OK	73126	_9414811898765847595966
MARY MARTHA GAINES ENGLAND	P O BOX 541661	GRAND PRAIRIE	TX	75054	_9414811898765847595928
MCMULLEN MINERALS LLC	PO BOX 470857	FORT WORTH	TX	76147	_9414811898765847595904
MICAELLA GAINES KLAPUCH	P O BOX 227	WIMBERLEY	TX	78676	_9414811898765847595942
MICHAEL A KULENGUSKI	279 JONES MOUNTAIN ROAD	MADISON	VA	22727	_9414811898765847595980
MWB 1998 TRUST	5 WESTOVER RD	FORT WORTH	TX	76107	_9414811898765847595935
PEGASUS RESOURCES LLC	PO BOX 733980	DALLAS	TX	75373	_9414811898765847595614
PREMIER OIL & GAS INC	P O BOX 1246	ARTESIA	NM	88210	_9414811898765847595652
REBECCA GAINES HOOKS	P O BOX 111	WARING	TX	78074	_9414811898765847595669
RICHARD K BARR FAMILY TRUST	804 PARK VISTA CIRCLE	SOUTHLAKE	TX	76092	_9414811898765847595621
ROACH FOUNDATION INC	777 TAYLOR ST PII J	FORT WORTH	TX	76102	_9414811898765847595690
ROBERT C GRABLE	201 MAIN STREET STE 2500	FORT WORTH	TX	76102	_9414811898765847595645
ROBERT E GAINES JR	P O BOX 105	WARING	TX	78074	_9414811898765847595683
RUTTER & WILBANKS CORPORATION	PO BOX 3186	MIDLAND	TX	79701	_9414811898765847595638
SCOTT CRANFORD AP TRUST	3305 CELEBRATION BLVD	SUWANEE	GA	30024	_9414811898765847595676
SCOTT E WILSON BYPASS TRUST	11644 BLALOCK LN	HOUSTON	TX	77024	_9414811898765847595157
SHARBRO ENERGY LLC	PO BOX 840	ARTESIA	NM	88211	_9414811898765847595164
SUNDANCE MINERALS I	P O BOX 17744	FORT WORTH	TX	76102	_9414811898765847595126
TWIN OAKS PETROLEUM LLC	1042 MOUNTAIN VIEW WAY	PINE MOUNTAIN	GA	31822	_9414811898765847595102
WILLIAM K BURTON	5 WESTOVER RD	FORT WORTH	TX	76107	_9414811898765847595195

To Name	To Address Line 1	To City	To State	To ZIP	TRACKING NUMBER
XTO HOLDINGS LLC	PO BOX 840780	DALLAS	TX	75284	_9414811898765847595140
C MARK WHEELER	PO BOX 248	ROUND ROCK	TX	78680	_9414811898765847747280
CHISOS MINERALS LLC	PO BOX 731112	DALLAS	TX	75373	_9414811898765847747235
COLLINS & WARE INC	145 E 57TH ST 11TH FL	NEW YORK	NY	10022	_9414811898765847747273
CORNERSTONE FAMILY TRUST	P O BOX 558	PEYTON	СО	80831	_9414811898765847747815
CROWNROCK MINERALS LP	PO BOX 51933	MIDLAND	TX	79710	_9414811898765847747853
DAVID H & VICKI MCDONALD	183 G R HOWARD RD	LOVING	NM	88256	_9414811898765847747860
ENRICH H MCDONALD	P O BOX 597	LOVING	NM	88256	_9414811898765847747822
GLEN MCDONALD AND BARBARA MCDONALD	P O BOX 367	LOVING	NM	88256	_9414811898765847747808
JAREED PARTNERS LTD	P O BOX 51451	MIDLAND	TX	79710	_9414811898765847747891
LONNY RAY MCDONALD	5506 SIOUX ROAD	CARLSBAD	NM	88220	_9414811898765847747846
PAUL R BARWIS	P O BOX 230	MIDLAND	TX	79702	_9414811898765847747884
RAYMOND H AND MARGARET MCDONALD JR	1379 COUNTY RD 3566	DIKE	TX	75437	_9414811898765847747839
ROBERT AND BRENDA PATTON	2006 S PEPPERTREE CIRCLE	CARLSBAD	NM	88220	_9414811898765847747877

Carlsbad Current Argus.

Notice of Application for Surface Commingling OXY USA INC located at 5

OXY USA INC located at 5
Greenway Plaza, Suite 110
Houston TX 77046 is applying to the NMOCD for an
amendment to previously
approved surface commingle Order PLC-4838 for oil

production of wells at Cedar Canyon 23-3H Federal

Battery and Cedar Canyon

are located in Eddy County, Section 22 T245 – R29E. Wells going to the afore-mentioned batteries are lo-cated in Sections 21, 22 and

23. Production is from the

Corral Draw; Bone Spring, Pierce Crossing; Bone Spring

E, Cedar Canyon; Delaware and Purple Sage; Wolfcamp. Pursuant to Statewide Rule 19.15.12.10, interested par-ties must file objections or

requests for hearing in writ-

Fe office within 20 days after publication, or the NMOCD may approve the application. ing with the division's Santa

For questions pertaining to the application, please contact Sandra Musallam at (713) 366-5106.

#5136634, Current Argus, February 18, 2022

The batteries

Canyon

22 Satellite.

Affidavit of Publication Ad # 0005136634 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:

02/18/2022

Subscribed and sworn before me this February 18,

2022:

State of WI, County of Brown NOTARY PUBLIC

My commission expires

KATHLEEN ALLEN Notary Public State of Wisconsin

Ad # 0005136634 # of Affidavits1

This is not an invoice

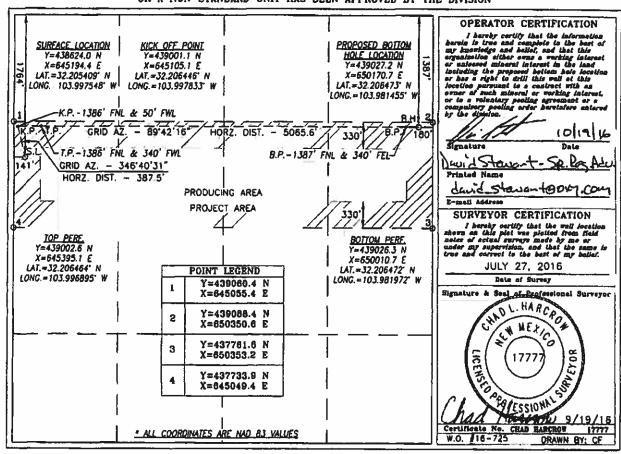
Released to Imaging: 11/23/2022 3:00:31 PM

Received by OCD: 3/1/2022 4:15:00 PM

NM OIL CONSERVATION

ARTESIA DISTRICT

MAY 19 2017 DISTRICT I STATE OF HOUSE PAR SERVICE Energy, Minerals & Natural Resources Department DISTRICT II OIL CONSERVATION DIVISIONED State of New Mexico Form C-102 DISTRICT II ARTESIA, NE 60210 Phone (676) 746-6780 Fax (576) 746-682 Fax (576) 746-6780 Revised August 1, 2011 1220 SOUTH ST. FRANCIS DR. Santa Fe, New Mexico 87505 Submit one copy to appropriate DISTRICT JII 1900 RIO BRAZOS RD., ATTEC, NM 87410 Phases (606) 334-8178 Fax: (806) 334-8170 District Office DISTRICT IV 1200 E ST. FRANCIS DE SANTA PE NO 87508 Palson (808) 876-3680 Page (808) 476-3482 AMENDED REPORT WELL LOCATION AND ACREAGE DEDICATION PLAT API Number **Pool Code** 30-015 - 44190 96238 Cornal Bone Property Code Well Number Property Name 15207 CEDAR CANYON 21 FEDERAL COM 22H Operator Name OGRID No. Elevation OXY USA INC. 16696 2930.8 Surface Location UL or lot No. Section Range Feet from the Township Lot Ida North/South line Feet from the East/West line County Ε 21 24-S 29-E 1764 NORTH WEST **EDDY** 141 Bottom Hole Location If Different From Surface UL or lot No. Section Township Range Let Idn Feet from the North/South Has Feet from the East/Vest Mne County 21 24-S 29-E 1387 NORTH **EAST EDDY** Joint or Infill | Consolidation Code Bedicated Acres Order No. NSL will be filed 60 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



Received by OCD: 3/1/2022 4:15:00 PM

WM OIL CONSERVATION

ARTESIA DISTRICT

Feet from the

141

State of New Mexico MAY 19 2017

State of New Mexico MAY 19 2017 DISTRICT I OIL CONSERVATION DEVISION 1220 SOUTH ST. FRANCIS DR. DISTRICT II 814 S. FURST ST. ARTESIA. NM 84210 Paggi: (578) 748-1883 Fam. (878) 748-9729

Lot Ido

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

East/West line

WEST

DISTRICT III 1000 BIO BRAZOS RD., AZTZC, NM 87410 Phome: (808) 334-8178 Page (808) 334-8170 DISTRICT IV

Section

21

Township

24-S

Range

UL or lot No.

Ε

☐ AMENDED REPORT

County

EDDY

heas: (808) 476-3485 Faz: (808) 476-3468	WELL LOCATION AND	ACREAGE DEDICATION	PLAT	
30-05- 44/9/	Fool Code		Pool Name	
20 00 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 	96235	Cornal Draw		
Property Code	Prop	ر ا	fell Number	
315207	CEDAR CANYON	21 FEDERAL COM		23H
OGRID No.		ator Name		Elevation
16696	0XY 1		2931.0	
	Surfa	ce Location		

Santa Fe, New Mexico 87505

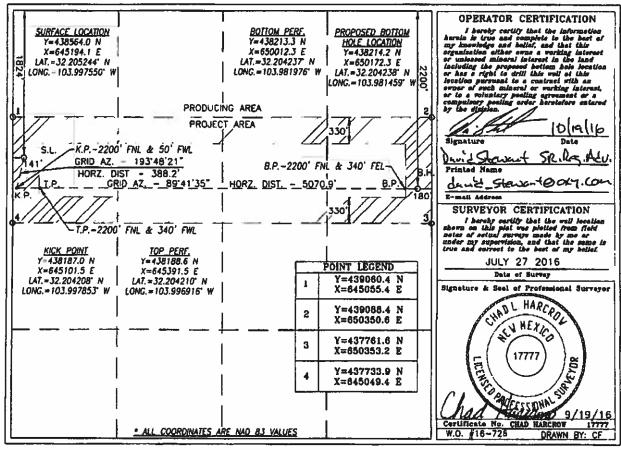
29-E 1824 NORTH Bottom Hole Location If Different From Surface

North/South line

Feet from the

ſ	UL or lot No.	Section	Township	Range	Lot Ida	Feet from the	North/South line	Feet from the	East/West line	County
1	Н	21	24-S	29-E		2200	NORTH	180	EAST	EDDY
1	Dedicated Acres	Joint e	r Infill Co	nsolidation	Code On	der 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



WIN OIL CONSERVATION

	ARTESIA DISTRICT
Chake of Non-Monley	44.2.

DISTRICT I State of New Mexico

INCOMPRESSION OF THE STATE OF THE STAT

Pages: (808) 554-6178 Pag: (808) 534-6179 DISTRICT IV 1858 8.77, PARKED SE, MANTA FE, 108 67806 Pages: (808) 676-3480 Fag: (808) 678-5688

AMENDED REPORT

	WELL LOCATION AND	ACREAGE DEDICATION	PLAT			
API Number	Pool Code		Pool Name			
30-015-44	1/8/ 96235	Corra(1)raw	Bone Souina			
Property Code		perty Name	Well Number			
315207	CEDAR CANYON 21 FEDERAL COM 21H					
OGRID No.	Орг	rator Name	Elevation			
16696	OXY	USA INC.	2928.2'			

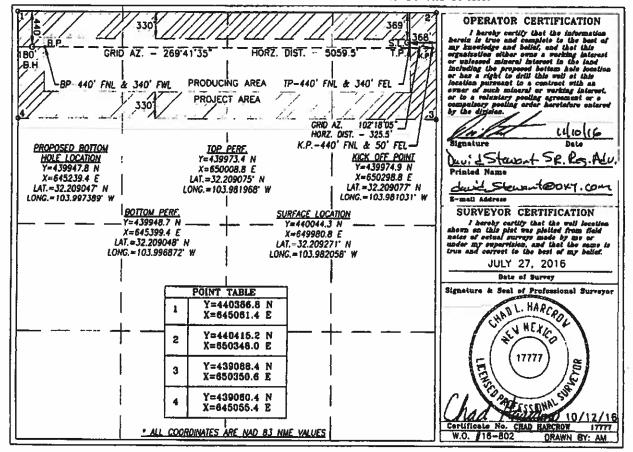
Surface Location

UL or lot No.	Section	Township	Range	Lot Jdn	Feet from the	North/South line	Feet from the	Zest/West line	County
. A	21	24-S	29-E		369	NORTH	368	EAST	EDDY

Bottom Hole Location If Different From Surface

UL or jet No.	Section 21	Township 24-S	Range 29-E	Let Idn	Feet from the 440	North/South line NORTH	Feet from the 180	East/West line WEST	County
Dedicated Acres	Joint o	r Infill Co	neolidation (Code Or	der No.				

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District I.
1425 N. French Dr., Hobbs, N.M. 82240
Photos: (373) 993-4161 Pax: (373) 993-4720
Quirks II.
811.3. First St., Arminia, N.M. 83210
Photos: (373) 748-1232 First. (373) 748-9720
District III.
1000 Rich Brance Rand, Asten, N.M. 87410
Photos: (303) 334-6178 First: (593) 334-6170
Qiptrict IV.
1220 S. B. Frencio Dr., Sanne Fa, N.M. 87903
Photos: (393) 476-3440 First. (393) 478-3440

22

24 SOUTH

29 EAST, N.M.P.M.

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
(As Dolled)

EDDY

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WELL LOCATION AND ACREAGE DEDICATION PLAT

30-015-43758

96238

Corral Draw Bone Spring

Property Code
21 61016

CEDAR CANYON "22" FEDERAL CON

54

SOUTH

207

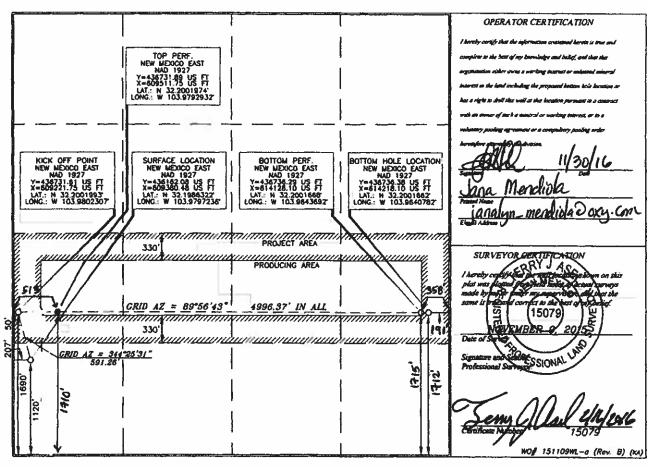
WEST

Property Code 316106 CEDAR CANYON "22" FEDERAL COM 5H OGRID No. Operator Name Elevation 16696 OXY USA INC. 2939.7' Surface Location UL or lot no. Section Township Lot lda Feet from the North South line | Feet from the East/West line County

Bottom Hole Location If Different From Surface UL or lot po. Section Township Lot Idn Feet from the North/South line Range East/West line County 22 24 SOUTH 29 EAST, N.M.P.M. EAST **EDDY** Dedicated Acres Joint or Infili OWNER BP- 1715 FSL 358 PEL 160 7P- 1910 FSL 513 FWL

1120

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.



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DISTRICT I 1025 N. PERNOR DER. HORRS, NN 803440 PRAMALE (1879) 2820-0161 Face (070) 1820-07780 DISTRICT II 511 S. PIRST St., ARTESIA, NN 80210 PRAMALE (1870) 746-1820 Pas: (070) 746-1820 DISTRICT III DISTRICT III 1220 SOUTH ST. FRANCIS DR. Santa Fe, New Mexico 87505 District Office DISTRICT III 1000 RIO BRAZOS RD., AZTEC, NM 87410 PROSE: (060) 334-0170 PROSE: (060) 334-0170 DISTRICT III 1000 RIO BRAZOS RD., AZTEC, NM 87410 PROSE: (060) 334-0170 DISTRICT III 1220 SOUTH ST. FRANCIS DR. Santa Fe, New Mexico 87505											
DISTRICT IV		704 67505 476-3462	WELL LO	CATION	AND ACRE	<u>AGE DE</u> DICAȚI	ON PLAT		DED REPORT		
30-015-40 Property Co	1176		964	OOI CODE	Pie	rce Crossina	D 3. 31		-		
317654			CEDA	R CAN	Property Nat	FEDERAL CO	- 0	Well Nur			
OGRID No. Operator Name OXY USA INC.				ne		Elevation	- n				
		<u> </u>		·	Surface Loc			293	1.4'		
	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County		
E	21	24~S	29-E		1794	NORTH	141	WEST	EDDY		
UL or lot No.	Section				cation If Diffe	erent From Sur	face		b		
H	22	Township 24-S	Range 29-F	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County		
Dedicated Acres	Joint or		asolidation Co	ode Or	der Ho. 20 - 11	NORTH	1782	EAST	EDDY		
320											
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											
		UR A N	ON-STAND	ARD UN	IT HAS BEEN	APPROVED BY 1	HE DIVISION				
SURFACE LOCA Y=438594.1 X=645194.2 LAT.=32.205.32 LONG.=103.9975	8. W	KICK OFF Y=43868 X=64510 LAT.=32.20 LONG.=103.9	7.1 N 13.7 E 5583" N	Y=438 X=64: LAT.=32	2 PERF. 8688.6 N 5393.7 E .205584' N J.996903' W L	<u>BOITOM PERF.</u> Y=438712.9 N X=655307.1 E LAT.=32.205562 N ONG.=103.964852 W	I hereby of herein is true a my knowledge a corganization either an including the present of the	OR CERTIFICA certify that the infund complete to the und belief, and that her owns a working termi interest in the reposed bottom had to a contract of mineral or working to pooling agreementing order heretofor	ermetion best of this interest land land this the		
6, K.P. – 1700' FAL		 <u> </u>	2 (RID X2. =	89°51"27"	MORZ DIST 10.		Silveture Silveture Ana Me Printed Name ignaha m	endiola endiola nendiola 2 oxo	18		
mounda	nnnin.		7/77/77/70	PRODUCI	NG AREA		8-mail Eddress	R CERTIFICAT			
B GRID AZ. HORZ. DIS	- 315'45' St 129	58° 	SON SI		8.P1elle FNI	L & 33° FEL -	I hereby on this of shown on this of notes of actual is under my supervirue and correct JUL) Bai	ertify that the well lat was plotted from surveys made by minion, and that the to the best of my 27, 2016 to of Survey at of Professional	location in field a or same is belief.		
		1	SECTION			ı I	CHI	L. HARCRON			
POINT LEGEND 1 Y=439080.4 N						SED_BOTTOM LOCATION 38712.8 N 55467.1 E 2.205560" N 03.964335" W	1 OENSE	17777 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	Z13/16		

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API Number	Pool Code	ACREAGE DEDICATION	Pool Name	
30-015 - 44182 Property Code		Purple Sage orty Name 21 FEDERAL COM	Wolfcamp	Well Number
315207 OGRID No. 16696	Oper OXY		31H Elevation 2928.2'	

OIL CONSERVATION DIVISION

1220 SOUTH ST. FRANCIS DR. Santa Fe, New Mexico 87505

Surface Location

UL or lot No.	Section	Township	Range	Let Ida	Feet from the	North/South line	Feet from the	East/West line	County
A	21	24-S	29-E		339	NORTH	368	EAST	EDDY

Bottom Hole Location If Different From Surface

	UL or let No.	Section	Township	Renge	Lot Idn	Feel from the	North/South line	Feet from the	East/West line	County	
	D	21	24-S	29-E		380	NORTH	180	WEST	EDDY	
	Dedicated Acres Joint or Infill Consolidation Code			Code Or	đer No.						
ı	370	1 7									

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

B.H. GRID B.P 380' FNL &	: 340° FWL GRID AZ. — 97°03'04" HORZ. D	339' 2 5.1, 368' T.P. 7k.P. IST 320.4'	OPERATOR CERTIFICATION I bereby 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 bettem here location or has a right to drift this rely at this location pursuent to a contract with as owner of such mineral ar working interest, or to a volustary pooling agreement or e computatory peculing arder heretafore entered by the division. Z. Z. [7] Signature Data
PROPOSED BOTTOM HOLE LOCATION Y=44007.8 N X=645239.7 E LAT.=32.209212' N LONG.=103.997388' W	PRODUCING AREA PROJECT AREA 330 10P PERF. Y=440033.4 N X=650008.7 E LAT.=32.209240' N LONG.=103.981968' W	SURFACE LOCATION Y=440074.22 N X=649980.8 E LAT.=32.209353" N LONG.=103.982058" W	Printed Name devil Stevent SR. Re. Ale Printed Name devil Stevent Open. Com E-mail Address SURVEYOR CERTIFICATION I berely certify that the well location shown as this plat was plotted from field notes of class surveys made by me ar under my supervision, and that the same is true and carried to the base of my belief. JULY 27, 2016 Date of Survey Signature & Seal of Professional Burveyor HARCAO
BOTTOM PERF. Y=440008.7 N X=645399.7 E LAT.=32.209213' N LONG.=103.996871' W	POINT LEGEND 1 Y=40038.0 N 4 Y=430001.6 N X=603677.4 E 4 X=603671.4 E 2 Y=40356.3 N 5 Y=437676.1 N X=609164.0 E 5 X=60365.4 E 3 Y=439029.5 N 6 Y=437702.6 N X=609166.6 E 6 X=609169.1 E	KICK OFF POINT Y=440034.9 N X=650298.7 E LAT.=32.209242' N LONG.=103.981031' W	17777 DE SURMA 10/13/16 Cartificate No. CRAD HARCRON 17777 W.O. 115-803 DRAWN BY: AM

DISTRICT I P.O. Box 1880, Hobbs, RM 88241-1980

State of New Mexico Energy, Minerals and Natural Resources Department

Porm C-102 Revised February 10, 1994 Submit to Appropriate District Office State Lease - 4 Copies Fee Lease - 3 Copies

DISTRICT II P.O. Brawer DD, Artesia, NM 682(1-0719

DISTRICT III

DISTRICT IV

1000 Rio Brazos Rd., Aztec, NM 67410

OIL CONSERVATION DIVISION

P.O. Box 2088

Santa Fe, New Mexico 87504-2088 P.O. BOX 2086, SANTA PE, N.M. 87504-2088

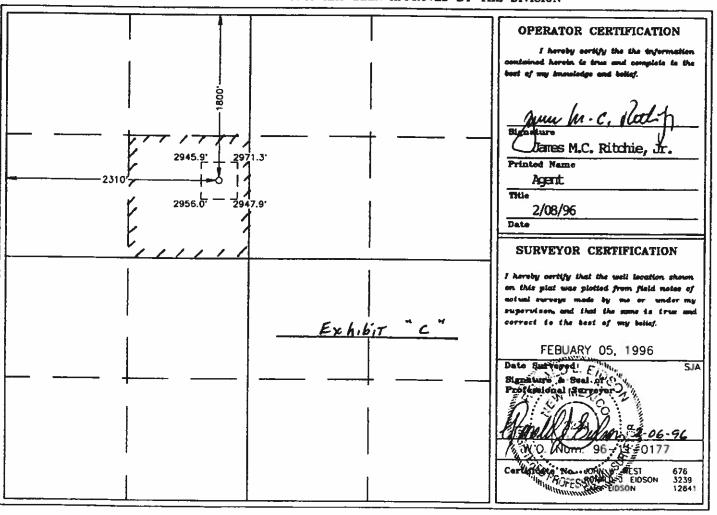
AMENDED REPORT

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WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number				Pool Code			Pool Name		
<u> 30-0</u>	15-2	8880		96238	3	Connal Draw	(Bone Springs))	
Property				Y	Property Nazz VONNE 21 F			Well Nun	per
OGRID No. 017891				Operator Name POGO PRODUCING COMPANY			Elevation 2953		
					Surface Loca	ation			
UL or lot No.	Section 21	Township 24 S	Range 29 E	Lot Idn	Feet from the	North/South line NORTH	Peet from the 2310	East/West line WEST	County
			Bottom	Hole Loc	cation If Diffe	rent From Sur	face	·	·
UL or lot No.	Section	Township	Range	Lot idn	Feet from the	North/South line	Feet from the	East/West line	County
Dedicated Acre	Joint o	r Infili Cor	eolidation (Code Or	der No.				

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



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(June 1990) DEPARTME BUREAU OF	N.M. Oil Cons. Divisi NT OF THE INTERIOR 811 S. 1st Street LAND MANAGEMENTARIOS NM 88210-2834	Budget Bureau No. 1004-0135' \ '				
Do not use this form for proposals to d	S AND REPORTS ON WELLS rill or to deepen or reentry to a different edition. OR PERMIT—" for such proposals	6. If Indian, Allottee or Tribe Name				
SUBMI	T IN TRIPLICATE	7. If Unit or CA, Agreement Designation				
Oil Gas Other 2. Name of Operator Pogo Producing Company	98. 50.330	8. Well Name and No. Y. Vonne 21 Federal #1				
3. Address and Telephone No. P. O. Box 10340, Midland, TX		30-015-28850 10. Field and Pool, or Exploratory Area				
4. Location of Well (Footage, Sec., T., R., M., or Survey I 1800' FNL & 2310' FWL, Section		Corral Draw Delaware II. County or Parish, State Eddy County, NM				
12. CHECK APPROPRIATE BOX	s) TO INDICATE NATURE OF NOTICE, REPOR	RT, OR OTHER DATA				
TYPE OF SUBMISSION	TYPE OF ACTION					
Notice of Intent	Abandonment	Change of Plans				
Subsequent Report	Recompletion Plugging Back	New Construction Non-Routine Fracturing				
	Casing Repair	Water Shut-Off				
Final Abandonment Notice	Altering Casing Other	Conversion to Injection Dispose Water (Note: Report results of multiple completion on Well Completion or Recompletion Report and Log form.)				
	Il pertinent details, and give pertinent dates, including estimated date of starting cal depths for all markers and zones pertinent to this work.)*	any proposed work. If well is directionally drilled.				
11/6/96 Set CIBP @ 7000 6538' (5838	% T&A the Bone Springs. Perf	the Delaware 6480'-				
11/7/96 Acdz Delaware v	/ 1400 gals 7-1/2% HCL.	20				
11/8/96 Swab test well.	11/8/96 Swab test well.					
11/10/96 Frac Delaware v	11/10/96 Frac Delaware w/ 75,400# 16/30 sand. Flow well back.					
11/11/96 Circ well clear	1. Swab test well.					
11/12/96 RIH w/ producti	on eqpt. Put well on productio	n.				
		4				

14 I hereby certificated the foregoing is true and correct Signed Title	Sen	ior Operations End	gineer	Daile1	1/18/96
(This space for Federal or State office use) Approved by	A	COEFTED FOR RECORD	GLA89	Date	
Title 18 U.S.C. Section (00), makes it a crime for any person knowingly and will or representations as to any marter within its jurisdiction.	nily t		y of the United !	States any false, fict	mous or fraudulent statements
*See In	struc	tion on Reverse Side			

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From: McClure, Dean, EMNRD on behalf of Engineer, OCD, EMNRD

To: <u>Musallam, Sandra C</u>; <u>Schenkel, Beth V</u>

Cc: McClure, Dean, EMNRD; Wrinkle, Justin, EMNRD; Powell, Brandon, EMNRD; lisa@rwbyram.com; Paradis, Kyle O; Walls,

Christopher

Subject:Approved Administrative Order PLC-483-CDate:Wednesday, November 23, 2022 2:31:00 PM

Attachments: PLC483C Order.pdf

NMOCD has issued Administrative Order PLC-483-C 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	
30-015-43642	Cedar Canyon 22 Federal #21H	S/2 N/2	22-24S-29E	96473	
20.015.44170	C. J. C	N/2 N/2	23-24S-29E	0.6472	
30-015-44179	Cedar Canyon 23-24 Federal #31H	N/2 NW/4	24-24S-29E	96473	
20.015.44100	C. J. C	S/2 N/2	23-24S-29E	06472	
30-015-44180	Cedar Canyon 23-24 Federal #32H	S/2 NW/4	24-24S-29E	96473	
30-015-43708	Cedar Canyon 22 Federal Com #4H	S/2 N/2, N/2 S/2	22-24S-29E	96473	
20.015.42200	C. I C	N/2 S/2	23-24S-29E	0.6472	
30-015-43290	Cedar Canyon 23 Federal #3H	N/2 SW/4	24-24S-29E	96473	
20.015.42201	Cala Cara 22 Eala al IIAII	S/2 N/2	23-24S-29E	06472	
30-015-43281	Cedar Canyon 23 Federal #4H	S/2 NW/4	24-24S-29E	96473	
20.015.42202	C. I C 22 E. I 1 #5H	N/2 N/2	23-24S-29E	06472	
30-015-43282	Cedar Canyon 23 Federal #5H	N/2 NW/4	24-24S-29E	96473	
20.015.44005		N/2 S/2	23-24S-29E	06452	
30-015-44095	Cedar Canyon 23 Federal Com #6H	N/2 SW/4	24-24S-29E	96473	
20.015.45050	Guacamole CC 24 23 Federal #11H	N/2 N/2	23-24S-29E	06452	
30-015-45870		N/2 NW/4	24-24S-29E	96473	
20.015.45051	C 1 CC 24 22 E 1 1 1 1 2 1	S/2 N/2	23-24S-29E	06472	
30-015-45871	Guacamole CC 24 23 Federal #12H	S/2 NW/4	24-24S-29E	96473	
30-015-40667	Cedar Canyon 23 #1H	S/2 N/2	23-24S-29E	96238	
20.015.40((0	Cala Cara 22 IIII	IJK	22-24S-29E	0(220	
30-015-40668	Cedar Canyon 22 #1H	${f L}$	23-24S-29E	96238	
30-015-44190	Cedar Canyon 21 Federal Com #22H	S/2 N/2	21-24S-29E	96238	
30-015-44191	Cedar Canyon 21 Federal Com #23H	S/2 N/2	21-24S-29E	96238	
30-015-44181	Cedar Canyon 21 Federal Com #21H	N/2 N/2	21-24S-29E	96238	
30-015-43758	Cedar Canyon 22 Federal Com #5H	N/2 S/2	22-24S-29E	96238	
30-015-44176	Cedar Canyon 21 22 Federal Com	S/2 N/2	21-24S-29E	06472	
30-015-441/6	#32H	S/2 N/2	22-24S-29E	96473	
30-015-44182	Cedar Canyon 21 Federal Com #31H	N/2	21-24S-29E	98220	
30-015-28850	Yvonne 21 Federal #1	F	21-24S-29E	11540	

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 From: Engineer, OCD, EMNRD
To: Musallam, Sandra C

Cc: ROlson@hinklelawfirm.com; acloutier@hinklelawfirm.com; NSteele@hinklelawfirm.com; Engineer, OCD, EMNRD;

McClure, Dean, EMNRD

Subject: Protest of surface commingling application PLC-483-C

Date: Tuesday, March 8, 2022 11:56:10 AM

Attachments: <u>image001.png</u>

2022-03-08 Entry of Appearance & Notice of Protest.pdf

Importance: High

Ms. Musallam,

The Division has received a protest to the surface commingling application PLC-483-C which involves a surface commingling project that includes the Cedar Canyon 22 and Cedar Canyon 23 Federal 3H Satellites and is operated by Oxy USA, Inc. (16696). This application has been submitted to the Division and assigned action ID: 85413 which can be found at OCD Permitting (nm.gov).

This application will now be placed on hold until the matter is resolved by either the protester withdrawing their protest or by a public hearing.

Please see the attached protest letter for the protester's contact information.

Dean McClure

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

From: Davidson, Florene, EMNRD <florene.davidson@state.nm.us>

Sent: Tuesday, March 8, 2022 9:30 AM

To: Salvidrez, Marlene, EMNRD < Marlene.Salvidrez@state.nm.us>; Engineer, OCD, EMNRD

<OCD.Engineer@state.nm.us>

Subject: FW: [EXTERNAL] OXY USA Inc. Request for Amendment to Order No.: PLC-483B

Importance: High

From: Charley Good < CGood@hinklelawfirm.com>

Sent: Tuesday, March 8, 2022 9:27 AM

To: Davidson, Florene, EMNRD <<u>florene.davidson@state.nm.us</u>>

Cc: Rich Olson <<u>ROlson@hinklelawfirm.com</u>>; Andrew Cloutier <<u>ACloutier@hinklelawfirm.com</u>>;

Natalie Steele < NSteele@hinklelawfirm.com>; Sandra Musallam@oxy.com

Subject: [EXTERNAL] OXY USA Inc. Request for Amendment to Order No.: PLC-483B

Importance: High

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Good morning, Florene –

Please find attached an *Entry of Appearance and Notice of Protest* for filing concerning Order No.: PLC-483B. Please be advised that our clients were informed by OXY USA Inc. that the attached must be submitted to the NM Oil Conservation Division no later than <u>March 9</u>, 2022. Therefore, please let our office know if there is anything additional we need to do in order to make the attached of record. By copy hereof, I am serving Sandra Musallam of OXY USA with the attached.

Thank you for your assistance and attention to this matter.

Very truly yours,

Charley



Charley R. Good,
Certified Paralegal,
Hinkle Shanor LLP
P.O. Box 10
Roswell, New Mexico 882020010
(575) 622-6510 telephone
(575) 623-9332 facsimile
cgood@hinklelawfirm.com

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From: <u>Davidson, Florene, EMNRD</u>

To: Salvidrez, Marlene, EMNRD; Engineer, OCD, EMNRD

Subject: FW: [EXTERNAL] OXY USA Inc. Request for Amendment to Order No.: PLC-483B

Date: Tuesday, March 8, 2022 9:30:27 AM

Attachments: <u>image001.png</u>

2022-03-08 Entry of Appearance & Notice of Protest.pdf

Importance: High

From: Charley Good < CGood@hinklelawfirm.com>

Sent: Tuesday, March 8, 2022 9:27 AM

To: Davidson, Florene, EMNRD <florene.davidson@state.nm.us>

Cc: Rich Olson <ROlson@hinklelawfirm.com>; Andrew Cloutier <ACloutier@hinklelawfirm.com>;

Natalie Steele < NSteele@hinklelawfirm.com>; Sandra Musallam@oxy.com

Subject: [EXTERNAL] OXY USA Inc. Request for Amendment to Order No.: PLC-483B

Importance: High

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Good morning, Florene –

Please find attached an *Entry of Appearance and Notice of Protest* for filing concerning Order No.: PLC-483B. Please be advised that our clients were informed by OXY USA Inc. that the attached must be submitted to the NM Oil Conservation Division no later than <u>March 9</u>, 2022. Therefore, please let our office know if there is anything additional we need to do in order to make the attached of record. By copy hereof, I am serving Sandra Musallam of OXY USA with the attached.

Thank you for your assistance and attention to this matter.

Very truly yours,

Charley

Charley R. Good, Certified Paralegal, Hinkle Shanor LLP P.O. Box 10 Roswell, New Mexico 88202-0010 (575) 622-6510 telephone (575) 623-9332 facsimile This message (including attachments) constitutes a confidential attorney-client or is otherwise a confidential communication from the law firm, Hinkle Shanor LLP, that is covered by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2521, and is intended solely for the use of the individual(s) or entity to whom it is addressed. It is not intended for transmission to, or receipt by, any unauthorized person. If you are not the intended recipient or received these documents by mistake or error, please do not read it



cgood@hinklelawfirm.com

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

IN RE: OXY USA INC. REQUEST FOR AMENDMENT TO ORDER PLC-483B RELATING TO OIL PRODUCTION

TO CEDAR CANYON 23 FEDERAL 3H SATELLITE

AND CEDAR CANYON 22 SATELLITE

ENTRY OF APPEARANCE AND NOTICE OF PROTEST

HINKLE SHANOR LLP (Richard E. Olson and Andrew J. Cloutier) hereby enter their appearance on behalf of Rebecca Gaines Hooks, Micaella Gaines Klapuch, Robert E. Gaines, Jr. and Mary Martha Gaines England (collectively the "Gaines Heirs").

Applicant seeks to measure gas volumes at a central delivery point and allocate back to the wellhead for various specified wells and "other wells." The Gaines Heirs hereby object to entry of any order pertaining to unnamed "other wells" as any such order would deprive interest owners in those unspecified wells of notice and due process.

HINKLE SHANOR LL

By:

Richard E. Olson Andrew J. Cloutier

P.O. Box 10

Roswell, New Mexico 88202-0010

Telephone: 575-622-6510

Facsimile:

575-623-9332

E-Mail:

rolson@hinklelawfirm.com

acloutier@hinklelawfirm.com

Order No.: PLC-483B

Attorneys for the Gaines Heirs

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Entry of Appearance and Notice of Protest was e-mailed to the following on this 8th day of March, 2022:

Florene Davidson Commission Clerk Oil Conservation Commission 1220 S. St. Francis Drive Santa Fe, NM 87505 Florene.Davidson@state.nm.us OXY USA Inc.
Attn: Sandra Musallam
Regulatory Engineer
Compliance Lead

Sandra Musallam@oxy.com

Richard E. Olson Andrew J. Cloutier

Order No.: PLC-483B

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

IN RE: OXY USA INC. REQUEST FOR AMENDMENT TO ORDER PLC-483B RELATING TO OIL PRODUCTION TO CEDAR CANYON 23 FEDERAL 3H SATELLITE AND CEDAR CANYON 22 SATELLITE

STIPULATION BY APPLICANT AND WITHDRAWAL OF NOTICE OF PROTEST

Applicant OXY USA, Inc. hereby stipulates that the "future wells" and "additional pools or leases" referred to in the Application only refer to pools, leases and wells that would produce from the lands and proration units identified in the Application and does not apply to any lands, leases or wells drilled or to be drilled in which Rebecca Gaines Hooks, Micaella Gaines Klapuch, Robert E. Gaines, Jr. and Mary Martha Gaines England (collectively the "Gaines Heirs") currently own a royalty or mineral interest.

Based on the foregoing stipulation, the Gaines Heirs hereby withdraw their Entry of Appearance and Notice of Protest in this matter.

Stipulated to and Submitted by:

HOLLAND & HART LLP

By:

Michael H. Feldewert Adam G. Rankin P.O. Box 2208

Santa Fe, New Mexico 87504

(505) 998-4421

(505) 983-6043 (Facsimile)

mfeldewert@hollandhart.com

agrankin@hollandhart.com

Attorneys for Applicant OXY USA, Inc.

HINKLE SHANOR LLP

By:

Richard E. Olson Andrew J. Cloutier

P.O. Box 10

Roswell, New Mexico 88202-0010

(575) 622-6510

(575) 623-9332 (Facsimile)

rolson@hinklelawfirm.com

acloutier@hinklelawfirm.com

Attorneys for the Gaines Heirs

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was e-mailed to the following on this (_ day of May, 2022:

Marlene Salvidrez
Florene Davidson
Commission Clerk
Oil Conservation Commission
1220 S. St. Francis Drive
Santa Fe, NM 87505
Marlene Salvidrez@state.nm.us
Florene Davidson@state.nm.us

OXY USA Inc.
Attn: Sandra Musallam
Regulatory Engineer
Compliance Lead
Sandra Musallam@oxy.com

Michael H. Feldewert
Adam G. Rankin
P.O. Box 2208
Santa Fe, New Mexico 87504
(505) 998-4421
(505) 983-6043 (Facsimile)
mfeldewert@hollandhart.com
agrankin@hollandhart.com

Attorneys for Applicant OXY USA, Inc.

Richard E. Olson Andrew J. Cloutier

18881746_v1



U.S. Department of the Interior BUREAU OF LAND MANAGEMENT

Sundry Print Reports

Well Name: CEDAR CANYON 22 Well Location: T24S / R29E / SEC 22 / County or Parish/State: EDDY /

FEDERAL COM NESE / 32.202503 / -103.964108

Well Number: 4H Type of Well: OIL WELL Allottee or Tribe Name:

Lease Number: NMNM81586 Unit or CA Name: CEDAR CANYON 22 Unit or CA Number:

FED COM 4H NMNM136823

US Well Number: 300154370800S1 Well Status: Producing Oil Well Operator: OXY USA

INCORPORATED

Notice of Intent

Sundry ID: 2699581

Type of Submission: Notice of Intent

Type of Action: APD Change

Date Sundry Submitted: 10/25/2022 Time Sundry Submitted: 09:50

Date proposed operation will begin: 10/25/2022

Procedure Description: OXY requests approval of the updated C-102 for Cedar Canyon 22 Federal Com 4H to reflect 320 acres, as established in CA NMNM136823.

NOI Attachments

Procedure Description

CC_22_4H_C_102_Amendment_FINAL_20221025095024.pdf

Page 1 of 2

eived by OCD: 3/1/2022 4:15:00 PM Well Name: CEDAR CANYON 22

FEDERAL COM

Well Location: T24S / R29E / SEC 22 / NESE / 32.202503 / -103.964108

County or Parish/State: Page 32 of 103

Zip:

Well Number: 4H

Type of Well: OIL WELL

Allottee or Tribe Name:

Lease Number: NMNM81586

Unit or CA Name: CEDAR CANYON 22

FED COM 4H

Unit or CA Number:

NMNM136823

US Well Number: 300154370800S1

Well Status: Producing Oil Well

Operator: OXY USA INCORPORATED

Operator

I certify that the foregoing is true and correct. Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction. Electronic submission of Sundry Notices through this system satisfies regulations requiring a

Operator Electronic Signature: SANDRA MUSALLAM Signed on: OCT 25, 2022 09:50 AM

Name: OXY USA INCORPORATED

Title: Regulatory Engineer

Street Address: 5 GREENWAY PLAZA, SUITE 110

City: HOUSTON State: TX

Phone: (713) 366-5106

Email address: SANDRA_MUSALLAM@OXY.COM

Field

Representative Name:

Street Address:

City: State:

Phone:

Email address:

Page 2 of 2



U.S. Department of the Interior BUREAU OF LAND MANAGEMENT

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
YVONNE 21 FED	1	300152885000S1	NMNM86550	NMNM86550	OXY USA
CEDAR CANYON	5H	300154328200S1	NMNM81586	NMNM81586	OXY USA
CEDAR CANYON	1H	300154066700S1	NMNM81586	NMNM81586	OXY USA
CEDAR CANYON	31H	300154417900S1	NMNM81586	NMNM81586	OXY USA
CEDAR CANYON	4H	300154370800S1	NMNM81586	NMNM136823	OXY USA
CEDAR CANYON	32H	300154417600S1	NMNM85893	NMNM85893	OXY USA
CEDAR CANYON	3Н	300154329000S1	NMNM81586	NMNM81586	OXY USA
CEDAR CANYON	21H	300154418100S1	NMNM85893	NMNM85893	OXY USA
GUACAMOLE CC	12H	300154587100S1	NMNM81586	NMNM81586	OXY USA
CEDAR CANYON	6H	300154409500S1	NMNM81586	NMNM137568	OXY USA
CEDAR CANYON	22H	300154419000S1	NMNM85893	NMNM85893	OXY USA
CEDAR CANYON	31H	300154418200S1	NMNM85893	NMNM85893	OXY USA
CEDAR CANYON	4H	300154328100S1	NMNM81586	NMNM81586	OXY USA
CEDAR CANYON	5H	300154375800S1	NMNM13996	NMNM136578	OXY USA
CEDAR CANYON	1H	300154066800S1	NMNM81586	NMNM81586	OXY USA
CEDAR CANYON	21H	300154364200S1	NMNM81586	NMNM81586	OXY USA
CEDAR CANYON	32H	300154418000S1	NMNM81586	NMNM81586	OXY USA
GUACAMOLE CC	11H	300154587000S1	NMNM81586	NMNM81586	OXY USA
CEDAR CANYON	23H	300154419100S1	NMNM85893	NMNM85893	OXY USA

Notice of Intent

Sundry ID: 2690630

Type of Submission: Notice of Intent

Type of Action: Commingling (Surface)

Date Sundry Submitted: 09/02/2022 Time Sundry Submitted: 08:45

Date proposed operation will begin: 12/01/2022

Procedure Description: OXY USA INC requests approval according to 43 CFR 3173.14 (a)(1)(i) to commingle production at the Cedar Canyon 23-3H Battery and Cedar Canyon 22 Satellite Train #1 (AFMSS 2159299 previous approval). This amendment application includes ALL wells/leases/CAs from the previously approved permit in addition to the new leases/CAs. Commingling will not reduce the individual wells' production value or otherwise negatively affect the royalty revenue of the Federal government. It is the most effective means of producing the reserves. Production allocation methodology and other pertinent information are attached.

Surface Disturbance

Is any additional surface disturbance proposed?: No

NOI Attachments

Procedure Description

CC_23_3H_BLM_Submittal_V2_20220902204504.pdf

Operator

I certify that the foregoing is true and correct. Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction. Electronic submission of Sundry Notices through this system satisfies regulations requiring a

Operator Electronic Signature: SANDRA MUSALLAM Signed on: SEP 02, 2022 08:45 PM

Name: OXY USA INCORPORATED

Title: Regulatory Engineer

Street Address: 5 GREENWAY PLAZA, SUITE 110

City: HOUSTON State: TX

Phone: (713) 366-5106

Email address: SANDRA MUSALLAM@OXY.COM

R	e	pr	es	en	tati	ve	N	lam	e:
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Street Address:

City: State: Zip

Phone:

Email address:

DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT CASE RECORDATION (MASS) Serial Register Page

Run Date/Time: 10/17/2022 13:39 PM Page 1 Of 2 **Serial Number**

01 02-25-1920;041STAT0437;30USC181

Total Acres: Case Type 318310: O&G COMMUNITZATION AGRMT 160.000

Commodity 459: OIL & GAS

Case Disposition: AUTHORIZED Case File Juris: CARLSBAD FIELD OFFICE

Serial Number: NMNM-- 136578

NMNM 136578

Int Rel % Interest Name & Address BLM CARLSBAD FO 620 E GREENE ST CARLSBAD NM 882206292 OFFICE OF RECORD 0.000000000

OXY USA INC PO BOX 4294 HOUSTON TX 772104294 **OPERATOR** 100.000000000

Serial Number: NMNM-- 136578

Sec SType **Suff Subdivision District/Field Office** Mer Twp Rng Nr County Mgmt Agency BUREAU OF LAND MGMT 0240S 0290E 022 ALIQ N2S2: CARLSBAD FIELD OFFICE EDDY

Serial Number: NMNM-- 136578 Relinquished/Withdrawn Lands

Serial Number: NMNM-- 136578

Act Date	Act Co	ode Action Txt	Action Remarks	Pending Off	
11/01/2016	387	CASE ESTABLISHED			
11/01/2016	516	FORMATION	BONE SPRING		
11/01/2016	526	ACRES-FED INT 100%	160;100%		
11/01/2016	868	EFFECTIVE DATE	/A/		
11/26/2016	654	AGRMT PRODUCING	/1/		
11/26/2016	658	MEMO OF 1ST PROD-ACTUAL	/1/30-015-43758		
12/16/2016	334	AGRMT APPROVED			
12/16/2016	643	PRODUCTION DETERMINATION	/1/		

Line Number	Remark Text	Serial Number: NMNM 136578
0001	/A/ RECAPITULATION EFFECTIVE 11/01/2016	
0002	TR# LEASE SERIAL NO AC COMMITTED % INTEREST	
0003	1 NMNM 13996 40.00 25.00	
0004	2 NMNM 81586 120.00 75.00	
0005	TOTAL 160.00 100.00	

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

Run Date/Time: 10/17/2022 13:39 PM (MASS) Serial Register Page Page 2 Of 2

Run Date/Time: 10/17/2022 13:40 PM Page 1 Of 2 **Serial Number**

01 02-25-1920;041STAT0437;30USC181

Total Acres:

Case Type 318310: O&G COMMUNITZATION AGRMT

320.000

NMNM 136823

Commodity 459: OIL & GAS **Case Disposition: AUTHORIZED**

Case File Juris: CARLSBAD FIELD OFFICE

Serial Number: NMNM-- - 136823 Int Rel Name & Address % Interest

OXY USA INC PO BOX 4294 HOUSTON TX 772104294 **OPERATOR** 100.000000000

BLM CARLSBAD FO 620 E GREENE ST CARLSBAD NM 882206292 OFFICE OF RECORD 0.000000000

Serial Number: NMNM-- - 136823

Sec SType **Suff Subdivision District/Field Office** Mer Twp Rng Nr County Mgmt Agency BUREAU OF LAND MGMT 0240S 0290E 022 ALIQ S2N2,N2S2; CARLSBAD FIELD OFFICE EDDY

Serial Number: NMNM-- - 136823 Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 136823

Act Date	Act Co	ode Action Txt	Action Remarks	Pending Off	
11/01/2016	387	CASE ESTABLISHED			
11/01/2016	516	FORMATION	BONE SPRNG		
11/01/2016	526	ACRES-FED INT 100%	320;100%		
11/01/2016	868	EFFECTIVE DATE	/A/		
01/29/2017	654	AGRMT PRODUCING	/1/		
01/29/2017	658	MEMO OF 1ST PROD-ACTUAL	/1/30-015-43708		
03/07/2017	334	AGRMT APPROVED			
03/07/2017	643	PRODUCTION DETERMINATION	/1/		

Line Number	Remark Text	Serial Number: NMNM 136823
0001	/A/ RECAPITULATION EFFECTIVE 11/01/2016	
0002	TR# LEASE SERIAL NO AC COMMITTED % INTEREST	
0003	1 NMNM 13996 40.00 12.50	
0004	2 NMNM 81586 280.00 87.50	
0005	TOTAL 320.00 100.00	

Run Date/Time: 10/17/2022 13:40 PM (MASS) Serial Register Page Page 2 Of 2

Run Date/Time: 10/17/2022 13:42 PM Page 1 Of 2 Serial Number

Case File Juris:

01 02-25-1920;041STAT0437;30USC181

Case Type 318310: O&G COMMUNITZATION AGRMT

Commodity 459: OIL & GAS

Case Disposition: AUTHORIZED

Total Acres:

240.000

NMNM 137568

Serial Number: NMNM-- - 137568 Name & Address Int Rel % Interest BLM CARLSBAD FO 620 E GREENE ST CARLSBAD NM 882206292 OFFICE OF RECORD 0.000000000

OXY USA INC PO BOX 4294 HOUSTON 772104294 **OPERATOR** 100.000000000

Serial Number: NMNM-- - 137568

Mer Twp Rng Sec SType Nr Suff Subdivision **District/ Field Office** County Mgmt Agency N2S2: CARLSBAD FIELD OFFICE BUREAU OF LAND MGMT 0240S 0290F 023 ALIO **FDDY** 0240S 0290F N2SW; CARLSBAD FIELD OFFICE FDDY BUREAU OF LAND MGMT 024 ALIQ 23

Serial Number: NMNM-- - 137568 Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 137568

Act Code Action Txt Action Remarks Pending Off Act Date PROPOSAL RECEIVED 06/08/2017 580 CA RECD 07/15/2017 387 CASE ESTABLISHED 07/15/2017 **FORMATION** BONE SPRING; 516 07/15/2017 526 ACRES-FED INT 100% 240;100% 07/15/2017 **EFFECTIVE DATE** 868 /A/ 08/06/2017 AGRMT PRODUCING 654 NMNM137568,23-6H 01/10/2018 334 AGRMT APPROVED 01/10/2018 690 AGRMT VALIDATED

Serial Number: NMNM-- - 137568 **Line Number Remark Text** 0001 /A/ RECAP EFFECTIVE 07/15/2017 0002 TR# LEASE SERIAL NO AC COMMITTED % INT 0003 1 NMNM 81586 160.00 66.66666 0004 2 NMNM 93477 40.00 16.66667 0005 3 NMNM 88138 16.66667 40.00 0006 TOTAL 240.00 100.00000

Run Date/Time: 10/17/2022 13:42 PM (MASS) Serial Register Page Page 2 Of 2

Federal Communitization Agreement

Contract No.		

THIS AGREEMENT entered into as of the 28th day of September, 2017, 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 24 South, Range 29 East, Section 21: N/2N/2, Eddy County, New Mexico.

Containing <u>160.00</u> acres, and this agreement shall include only the <u>Bone Spring Formation</u> underlying said lands and the crude oil and associated natural gas hereafter referred to as "communitized substances," producible from such formation.

- 2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. 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 September 28, 2017, 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 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their

successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons 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. <u>Nondiscrimination.</u> 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.

OXY USA Inc.

Operator

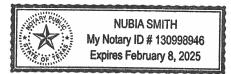
3-16-2022 Date

By:_

James Laning, Attorney-In-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF HARRIS)



Notary Public in and for the State of Texas

Released to Imaging: 11/23/2022 3:00:31 PM

SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING INTEREST

COMMUNITIZATION	AGREEMENT:	

I, the undersigned, hereby certify, on behalf of OXY USA Inc., the Operator under the captioned Communitization Agreement, that all working interest owners shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the true and correct owners of the leases committed to the Communitization Agreement, and the consents of the requisite working interest owners have been obtained.

I, further certify that the Communitization Agreement follows the standard form except for Sections 1 and 10.

NAME:

Printed: James Laning

Title: Attorney-in-fact

Phone number: (713)215-7000

Email: james_laning@oxy.com

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

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

3-16-2027

Title: Attorney-in-Fact

Released to Imaging: 11/23/2022 3:00:31 PM

ACKNOWLEDGEMENT

STATE OF TEXAS) ss.

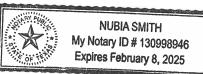
COUNTY OF HARRIS)

On this day of ______, 20 22, before me, a Notary Public for the State of Texas, personally appeared JAMES LANING, known to me to be the ATTORNEY-IN-FACT of OXY USA, Inc., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

<u>02-08-2025</u> My Commission Expires

Notary Public



OPERATING RIGHTS OWNER FOR NMNM 085893, NMNM 086550 and NMNM 086908 LESSEE OF RECORD FOR NM 086908

OXY USA INC.

3-16-2022 Date

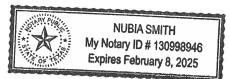
By: ______James Laning, Attorney-In-Fact

pro

Released to Imaging: 11/23/2022 3:00:31 PM

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF HARRIS)



Notary Public in and for the State of Texas

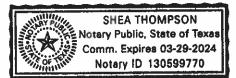
LESSEE OF RECORD FOR NMNM 085893 and NMNM 086550

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Midland)

This instrument was acknowledged before me on this the 15th day of March, 2022, by Matthew W. Smith, as Attantey in Fact of EOG RESOURCES.

INC., a Delaware corporation, on behalf of said corporation.



Notary Public in and for the State of Texas

EXHIBIT "A"

Plat of communitized area covering <u>160.00</u> acres in <u>N/2N/2 of Section 21, Township 24 South, Range 29 East, Eddy County, New Mexico.</u>

Cedar Canyon 21 Federal Com 21H



EXHIBIT "B"

To Communitization Agreement Dated <u>September 28, 2017</u> embracing the following described land in <u>N/2N/2 of Section 21, Township 24 South, Range 29 East, Eddy County, New Mexico</u>.

Operator of Communitized Area: OXY USA Inc.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: NMNM - 085893

Description of Land Committed: Township 24 South, Range 29 East,

Section 21: NE/4NE/4, NW/4NW/4

Number of Acres: 80.00

Current Lessee of Record: EOG Resources, Inc.

Name and Percent of WI Owners: OXY USA Inc. – 100%

Tract No. 2

Lease Serial Number: NMNM - 086550

Description of Land Committed: Township 24 South, Range 29 East,

Section 21: NE/4 NW/4

Number of Gross Acres: 40.00

Current Lessee of Record: EOG Resources, Inc.

Name and Percent of WI Owners: OXY USA Inc. – 100%

Tract No. 3

Lease Serial Number: NMNM - 086908

Description of Land Committed: Township 24 South, Range 29 East,

Section 21: NW/4 NE/4

Released to Imaging: 11/23/2022 3:00:31 PM

Number of Gross Acres: 40.00

Current Lessee of Record: OXY USA Inc.

Name and Percent of WI Owners: OXY USA Inc. – 100%

Received by OCD: 3/1/2022 4:15:00 PM

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	80.00	50.0000%
2	40.00	25.0000%
3	40.00	25.0000%
Total	160.00	100.0000%

BLM is pending review of Cedar Canyon 21 Fed Com 21H

Case Serial # NMNM105757154



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

811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720 <u>District III</u>

1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 <u>District IV</u>

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number ² Pool Code		³ Pool Name		
30-015-43708	96473		PIERCE CROSSING;BONE SPRING, EAST	
⁴ Property Code	⁵ Prop		roperty Name	⁶ Well Number
316103	CEDAR C	ANYON "22" FEDERA	AL COM	4H
⁷ OGRID No.		8 O	perator Name	⁹ Elevation
16696	OXY USA	INC.		2958.4' GL

¹⁰ Surface Location

					Bullace					
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	•	County
	22	24S	29E		2540	SOUTH	260	EAST	EDDY	
-	-	-	п Во	ttom Hol	e Location If	Different Fron	n Surface			
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line		County
L	22	24S	29E		2567	SOUTH	160	WEST	EDDY	
12 Dedicated Acres	s ¹³ Joint of	r Infill 14 (Consolidation	Code 15 Or	der No. NSL	7389	BP: 2565 F	SL & 336 FW	/L	
320							TP: 2494 F	SL & 529 FEI	_	

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.

ī-	·			1
SEC 22 PLEASE SEE ATTACHED CA NMNM136823 FOR 320 ACRES		KOP:	2570' FSL & 80' FEL	17 OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or 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 a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.
ВР			ТР	Signature Date SANDRA MUSALLAM Printed Name SANDRA_MUSALLAM@OXY.COM E-mail Address
OO			<u> </u>	"CLIDATENOD CEDTIFICATION
BHL SPACING UNIT			SHL	*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. OCTOBER 27, 2015 Date of Survey
				Signature and Seal of Professional Surveyor: 15079 Certificate Number

NMNM 136823

DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT CASE RECORDATION (MASS) Serial Register Page

Run Date/Time: 10/19/2022 15:16 PM Page 1 Of 2 **Serial Number**

01 02-25-1920;041STAT0437;30USC181

Total Acres: Case Type 318310: O&G COMMUNITZATION AGRMT 320.000

Commodity 459: OIL & GAS

Case Disposition: AUTHORIZED Case File Juris: CARLSBAD FIELD OFFICE

Serial Number: NMNM-- - 136823

Int Rel Name & Address % Interest BLM CARLSBAD FO 620 E GREENE ST CARLSBAD NM 882206292 OFFICE OF RECORD 0.000000000 **OXY USA INC** PO BOX 4294 HOUSTON TX 772104294 **OPERATOR** 100.000000000

Serial Number: NMNM-- - 136823

Sec SType **Suff Subdivision District/Field Office** Mer Twp Rng Nr County Mgmt Agency BUREAU OF LAND MGMT 0240S 0290E 022 ALIQ S2N2,N2S2; CARLSBAD FIELD OFFICE EDDY

Serial Number: NMNM-- - 136823 Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 136823

Act Date	e Act Code Action Txt		Action Remarks	Pending Off	
11/01/2016	387	CASE ESTABLISHED			
11/01/2016	516	FORMATION	BONE SPRNG		
11/01/2016	526	ACRES-FED INT 100%	320;100%		
11/01/2016	868	EFFECTIVE DATE	/A/		
01/29/2017	654	AGRMT PRODUCING	/1/		
01/29/2017	658	MEMO OF 1ST PROD-ACTUAL	/1/30-015-43708		
03/07/2017	334	AGRMT APPROVED			
03/07/2017	643	PRODUCTION DETERMINATION	/1/		

Line Number	Remark Text	Serial Number: NMNM 136823
0001	/A/ RECAPITULATION EFFECTIVE 11/01/2016	
0002	TR# LEASE SERIAL NO AC COMMITTED % INTEREST	
0003	1 NMNM 13996 40.00 12.50	
0004	2 NMNM 81586 280.00 87.50	
0005	TOTAL 320.00 100.00	

Run Date/Time: 10/19/2022 15:16 PM (MASS) Serial Register Page Page 2 Of 2

Received by OCP; 3/1/2022 4:15:00	PM State of New Me	exico	Form C-103		
Office <u>District I</u> – (575) 393-6161	Energy, Minerals and Natural Resources		Revised July 18, 2013		
1625 N. French Dr., Hobbs, NM 88240 District II – (575) 748-1283	O. C.		WELL API NO. 30-015-43290		
811 S. First St., Artesia, NM 88210	OIL CONSERVATION		5. Indicate Type of Lease		
<u>District III</u> – (505) 334-6178 1000 Rio Brazos Rd., Aztec, NM 87410	1220 South St. Francis Dr.		STATE FEE		
District IV – (505) 476-3460 Santa Fe, NM 87505 1220 S. St. Francis Dr., Santa Fe, NM 87505			6. State Oil & Gas Lease No.		
SUNDRY NOT	ICES AND REPORTS ON WELLS		7. Lease Name or Unit Agreement Name		
(DO NOT USE THIS FORM FOR PROPOSALS TO DRILL OR TO DEEPEN OR PLUG BACK TO A DIFFERENT RESERVOIR. USE "APPLICATION FOR PERMIT" (FORM C-101) FOR SUCH			CEDAR CANYON "23" FEDERAL		
PROPOSALS.)	<u> </u>		8. Well Number #3H		
1. Type of Well: Oil Well 2. Name of Operator	Gas Well Other		9. OGRID Number		
_	Y USA INC		16696		
3. Address of Operator 5 GREE	NWAY PLAZA SUITE 110, HOUS	STON TX 77046	10. Pool name or Wildcat PIERCE CROSSING;BONE SPRING, EAST		
4. Well Location					
	2540feet from theSOUT				
Section 22	Township 24S	Range 29E	NMPM County EDDY		
	11. Elevation (Show whether DR, 2957.1'	RKB, RT, GR, etc.,			
of starting any proposed we proposed completion or reconstruction. OXY USA INC requests to amend to	ork). SEE RULE 19.15.7.14 NMAC completion. the spacing unit for Cedar Canyon 23.8-29E F. The spacing unit recorder	C. For Multiple Con3 Federal 3H to refl	d give pertinent dates, including estimated date impletions: Attach wellbore diagram of ect the As-drilled C-102 of 240 ACRES SEC Permitting page reflects the planned C-102		
Spud Date:	Rig Release Da				
I hereby certify that the information	above is true and complete to the be	est of my knowledg	e and belief.		
SIGNATURE SWILL	TITLE_REGU	LATORY ENGIN	EER _DATE11/01/2022		
Type or print name SANDRA MUS For State Use Only	ALLAM E-mail address: SANDR	A_MUSALLAM@	OXY.COM PHONE: 713-366-5106		
APPROVED BY:Conditions of Approval (if any):	TITLE		DATE		

District I
1623 N. French Dr., Hobbs, NM 82240
Phone: (573) 393-6161 Pax. (573) 393-0720
District II
811 S. Frest St., Armeia, NM 88210
Phone: (575) 748-1283 Fax. (573) 748-9720
District III
1000 Rio Brazon Road, Asten, NM 87410
Phone: (590) 334-6178 Fax. (555) 334-6170
District IV
1200 S. St. Francis Dr., Santo Fa, NM 87935
Phone: (590) 476-3460 Pax. (505) 476-3462

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

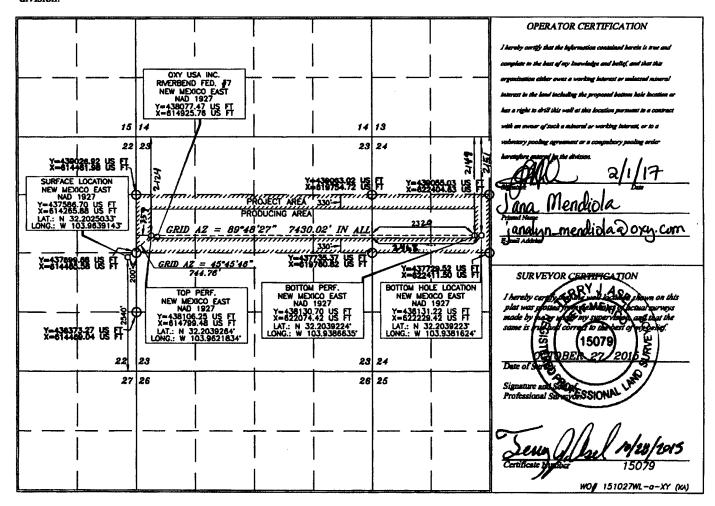
Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

30-01	5-4						East			
	rty Code		Property Name Well Number					•		
3150	76 <u> </u>		CEDAR CANYON "23" FEDERAL 3H					ЗН		
	ID No.		Operator Name				Elevation			
160	096		OXY USA INC.				957.1'			
Surface Location										
UL or lot no.	Section	Township	Range	Lot Ida	Feet from the	North/South line	Feet from the	East/We	st line	County
I	22	24 SOUTH	29 EAST, N.M.P.M.		2540'	SOUTH	200'	EAS	T	EDDY
Bottom Hole Location If Different From Surface										
UL or lot no.	Section	Township	Range	Lot Ida	Feet from the	North/South line	Feet from the	East/We	st line	County
F	24	24 SOUTH	29 EAST, N.M.P.M.		2159	NORTH	£468	WES	T	EDDY
Dedicated Acres Joint or Infill Consolidation Code Order No. BP - 2149 FNL 2320 FWL										
240 Yes TP-2124 FNL 359 FEL										

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.



Federal Communitization Agreement

Contract No.

THIS AGREEMENT entered into as of the 1st day of October, 2017, 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 24 South, Range 29 East, Section 21: S/2N/2, Eddy County, New Mexico.

Containing 160.00 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the

operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

- 3. The Operator of the communitized area shall be <u>OXY USA Inc.</u>, 5 Greenway <u>Plaza</u>, <u>Suite 110</u>, <u>Houston</u>, <u>TX 77046</u>. 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.
- The date of this agreement is October 1, 2017, and it shall become effective as of 10. 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 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations

hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons 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.

OXY USA Inc.

Operator

By:

Bradley S. Dusek, Attorney-In-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _ BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.

DELEENA D. LANG Notary Public, State of Texas Comm. Expires 02-18-2022 Notary ID 128179978		
Comm. Expires 02-18-2022	WARY PULL	DELEENA D. LANG
Comm. Expires 02-18-2022	- A- 6	Notary Public, State of Texas
	103	Comm. Expires 02-18-2022
	THE OF THIS	Notary ID 128179978

Notary Public in and for the State of Texas

OPERATING RIGHTS OWNER AND LESSEE OF RECORD FOR NM 085893, NM 086550 and NM 086908

OXY USA INC.

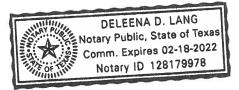
Bradley S. Dusek, Attorney-In/Fact

ACKŇOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY USA FIVE., a Delaware corporation, on behalf of said corporation.



Notary Public in and for the State of Texas

EOG RESOURCES, INC.

 $\frac{4-23-19}{\text{Date}}$

NAME: Wendy Daton

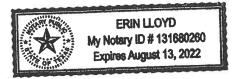
TITLE: HO

ACKNOWLEDGEMENT

STATE OF LEXAS

COUNTY OF Mid and

This instrument was acknowledged before me on this the day of the



Notary Public in and for the State of

exq

EXHIBIT "A"

Plat of communitized area covering <u>160.00</u> acres in <u>S/2N/2 of Section 21, Township 24 South, Range 29 East, Eddy County, New Mexico.</u>

Cedar Canyon 21 Federal Com 22H

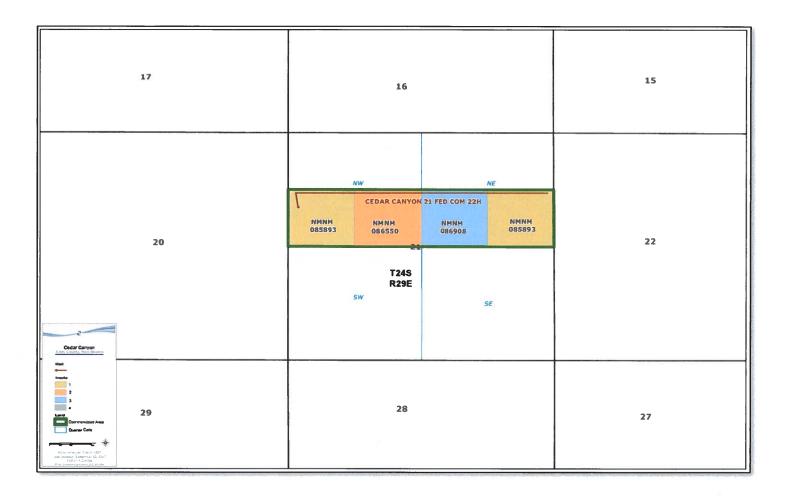


EXHIBIT "B"

To Communitization Agreement Dated October 1, 2017 embracing the following described land in S/2N/2 of Section 21, Township 24 South, Range 29 East, Eddy County, New Mexico.

Operator of Communitized Area: OXY USA Inc.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: NMNM - 085893

Description of Land Committed: Township 24 South, Range 29 East,

Section 21: SE/4NE/4, SW/4NW/4

Number of Acres: 80.00

Name of Working Interest Owners: OXY USA Inc. – 100%

*EOG Resources, Inc. – 0% WI (Lessee only)

Tract No. 2

Lease Serial Number: NMNM - 086550

Description of Land Committed: Township 24 South, Range 29 East,

Section 21: SE/4NW/4

Number of Gross Acres: 40.00

Name of Working Interest Owners: OXY USA Inc. – 100%

*EOG Resources, Inc. – 0% WI (Lessee only)

Tract No. 3

Lease Serial Number: NMNM - 086908

Description of Land Committed: Township 24 South, Range 29 East,

Section 21: SW/4NE/4

Number of Gross Acres: 40.00

Name of Working Interest Owners: OXY USA Inc. – 100%

Received by OCD: 3/1/2022 4:15:00 PM

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	80.00	50.0000%
2	40.00	25.0000%
3	40.00	25.0000%
Total	160.00	100.0000%

Run Date/Time: 2/15/2022 9:09 AM (MASS) Serial Register Page Page 2 Of 3

CEDAR CANYON 21 FED COM #22H

01 02-25-1920;041\$TAT0437;30U\$C181 Case Type 318310: O&G COMMUNITZATION

AGRMT

Commodity 459: OIL & GAS Case Disposition: PENDING

Total Acres: 160.000 Serial Number NMNM 143327

Case File Juris: CARLSBAD FIELD OFFICE

Serial Number: NMNM- - 143327

 Name & Address
 Int Rel
 % Interest

 BLM NMSO
 301 DINOSAUR TRL
 SANTA FE
 NM
 875081560
 OFFICE OF RECORD
 0.000000000

 OXY USA INC
 5 GREENWAY PLZ STE 110
 HOUSTON
 TX
 770460521
 OPERATOR
 100.000000000

Mer Twp Rng Sec SType Nr Suff Subdivision District/ Field Office County Mgmt Agency

23 0240S 0290E 021 ALIQ S2N2; CARLSBAD FIELD OFFICE EDDY BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands Serial Number: NMNM-- - 143327

Serial Number: NMNM-- - 143327

 Act Date
 Act Code Action Txt
 Action Remarks
 Pending Off

 10/01/2017
 387
 CASE ESTABLISHED

 10/01/2017
 516
 FORMATION
 BONE SPRING;

 05/14/2021
 580
 PROPOSAL RECEIVED
 CA RECD;

Line Number Remark Text Serial Number: NMNM-- - 143327

Run Date/Time: 2/15/2022 9:09 AM (MASS) Serial Register Page Page 3 Of 3

CEDAR CANYON 21 FED COM #31H

01 02-25-1920;041STAT0437;30USC181 Case Type 318310: O&G COMMUNITZATION

AGRMT

Commodity 459: OIL & GAS Case Disposition: PENDING

Total Acres: 320.000

Serial Number NMNM 143328

Case File Juris: CARLSBAD FIELD OFFICE

Serial Number: NMNM- - 143328

 Name & Address
 Int Rel
 % Interest

 BLM NMSO
 301 DINOSAUR TRL
 SANTA FE
 NM
 875081560
 OFFICE OF RECORD
 0.000000000

 OXY USA INC
 5 GREENWAY PLZ STE 110
 HOUSTON
 TX
 770460521
 OPERATOR
 100.000000000

Mer Twp Rng Sec SType Nr Suff Subdivision District/ Field Office County Mgmt Agency

23 0240S 0290E 021 ALIQ N2: CARLSBAD FIELD OFFICE EDDY BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands Serial Number: NMNM-- - 143328

Serial Number: NMNM-- - 143328

 Act Date
 Act Code
 Action Txt
 Action Remarks
 Pending Off

 09/01/2017
 387
 CASE ESTABLISHED

 09/01/2017
 516
 FORMATION
 WOLFCAMP;

 05/14/2021
 580
 PROPOSAL RECEIVED
 CA RECD;

Line Number Remark Text Serial Number: NMNM-- - 143328

Federal Communitization Agreement

MAY 1 4 2021

Contract No. Nmnm 143328

BLM, NMSO SANTA FE

Released to Imaging: 11/23/2022 3:00:31 PM

THIS AGREEMENT entered into as of the 1st day of September, 2017, 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 24 South, Range 29 East, Section 21: N/2, Eddy County, New Mexico.
 - Containing <u>320.00</u> acres, and this agreement shall include only the <u>Wolfcamp</u> <u>Formation</u> underlying said lands and the <u>oil and gas</u> 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 <u>OXY USA Inc., 5 Greenway</u>
 <u>Plaza, Suite 110, Houston, TX 77046</u>. 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 September 1, 2017, 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 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations

hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons 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. <u>Nondiscrimination.</u> 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.

OXY USA Inc.

Operator

Doto

John V. Schneider, Attorney-In-Fact

Released to Imaging: 11/23/2022 3:00:31 PM

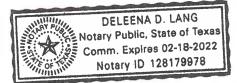
Released to Imaging: 11/23/2022 3:00:31 PM

Received by OCD: 3/1/2022 4:15:00 PM

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

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



Notary Public in and for the State of Texas

Released to Imaging: 11/23/2022 3:00:31 PM

Received by OCD: 3/1/2022 4:15:00 PM

OPERATING RIGHTS OWNER FOR NMNM 085893, NMNM 086550 & NMNM 086908 LESSEE OF RECORD FOR NMNM 086908

	OXY USA INC.
5/6/2021 Date	By: John V. Schneider, Attorney-In-Fact
	ACKNOWLEDGEMENT
STATE OF TEXAS)
COUNTY OF HARRIS)
This instrument was acknowle JOHN V. SCHNEIDER, ATT behalf of said corporation.	dged before me on
DELEENA D. L Notary Public, State Comm. Expires 02-	18-2022 Luleu 1

LESSEE OF RECORD FOR NMNM 085893 & NMNM 086550

EOG RESOURCES, INC.

6/15/21Date

ACKNOWLEDGEMENT

STATE OF <u>lexas</u>

COUNTY OF <u>Midland</u>

This instrument was acknowledged before me on this the 15 day of June, 2021 by Matthew W Snish, as Open of attorny in Factor EOG RESOURCES, INC., a Delaware corporation, on behalf of said corporation.

TRACY JORDAN

Notary Public, State of Texas

Comm. Expires 10-17-2023

Notary ID 132215854

Notary Public in and for the State of Ilka

BLM-NMSO
BLM-NMSO
JUL:22:2022 13:22:10
RECETUED

Released to Imaging: 11/23/2022 3:00:31 PM

SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING INTEREST

communitization agreement: <u>NMNM 143328</u>

I, the undersigned, hereby certify, on behalf of OXY USA Inc., the Operator under the captioned Communitization Agreement, that all working interest owners shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the true and correct owners of the leases committed to the Communitization Agreement, and the consents of the requisite working interest owners have been obtained.

I, further certify that the Communitization Agreement follows the standard form except for Sections 1 and 10.

BY:

NAME: JOHN V. SCHNEIDER

TITLE: ATTORNEY-IN-FACT

Phone number: 713-215-7000, Email: John Schneider@Oxy.com

Released to Imaging: 11/23/2022 3:00:31 PM

EXHIBIT "A"

Plat of communitized area covering <u>320.00</u> acres in <u>N/2 of Section 21, Township 24 South, Range 29 East, Eddy County, New Mexico.</u>

Cedar Canyon 21 Federal Com 31H

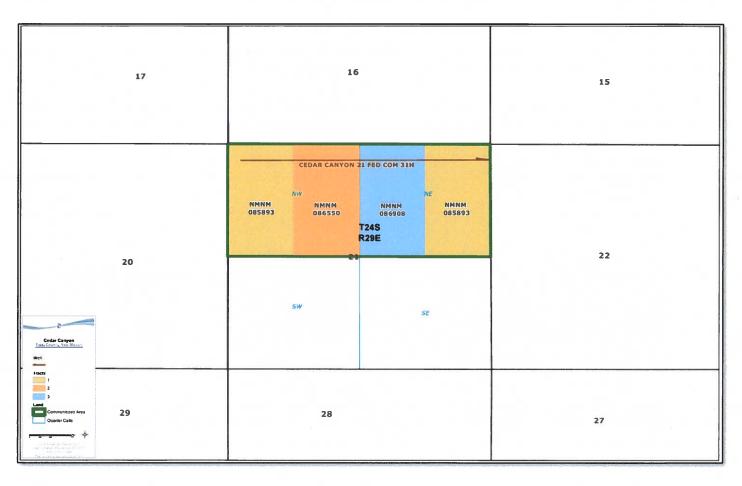


EXHIBIT "B"

To Communitization Agreement Dated <u>September 1, 2017</u> embracing the following described land in <u>N/2 of Section 21, Township 24 South, Range 29 East, Eddy County, New Mexico</u>.

Operator of Communitized Area: OXY USA Inc.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:

NMNM - 085893

Description of Land Committed:

Township 24 South, Range 29 East,

Section 21: E/2NE/4, W/2NW/4

Number of Acres:

160.00

Current Lessee of Record:

EOG Resources, Inc.

Name of Working Interest Owners:

OXY USA Inc. - 100%

Tract No. 2

Lease Serial Number:

NMNM - 086550

Description of Land Committed:

Township 24 South, Range 29 East,

Section 21: E/2NW/4

Number of Gross Acres:

80.00

Current Lessee of Record:

EOG Resources, Inc.

Name of Working Interest Owners:

OXY USA Inc. – 100%

Tract No. 3

Lease Serial Number:

NMNM - 086908

Description of Land Committed:

Township 24 South, Range 29 East,

Section 21: W/2NE/4

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80.00

Current Lessee of Record: OXY USA Inc.

Number of Gross Acres:

Name of Working Interest Owners: OXY USA Inc. – 100%

Released to Imaging: 11/23/2022 3:00:31 PM

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	50.0000%
2	80.00	25.0000%
3	80.00	<u>25.0000%</u>
Total	320.00	100.0000%

Federal Communitization Agreement

Contract No.	

THIS AGREEMENT entered into as of the 1^{st} day of October, 2017, 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 24 South, Range 29 East, Sections 21 & 22: S/2 N/2, Eddy County, New Mexico.

Containing <u>320.00</u> acres, and this agreement shall include only the <u>Bone Spring Formation</u> underlying said lands and the <u>oil and gas</u> hereafter referred to as "communitized substances," producible from such formation.

This agreement will affect only the production from the wellbore of the Cedar Canyon 21-22 Fed Com #32H well located at an approximate surface location of 1794' from the NORTH line and 141' from the WEST line of Section 21, Township 24 South, Range 29 East and a bottom hole location of 1700' from the NORTH line and 180' from the EAST

line of Section 22, Township 24 South, Range 29 East, and shall not affect the allocation of production to any existing wells on the above described lands or on lands previously communitized with any of the above described lands.

- 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.
- The date of this agreement is October 1, 2017, and it shall become effective as of 10. 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 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

- The covenants herein shall be construed to be covenants running with the land 11. 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.
- This agreement shall be binding upon the parties hereto and shall extend to and be 13. binding upon their respective heirs, executors, administrators, successors, and assigns.
- This agreement may be executed in any number of counterparts, no one of which 14. 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.
- Nondiscrimination. In connection with the performance of work under this 15. 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.

OXY USA Inc.

Operator

Bradley S. Dusek, Attorney-In-Fact

STATE OF TEXAS	
	`
COUNTY OF HARRIS	Ś

DELEENA D. LANG
lotary Public, State of Texas
Comm. Expires 02-18-2022
Notary ID 128179978

Notary Public in and for the State of Texas

OPERATING RIGHTS OWNER AND LESSEE OF RECORD FOR NM 05893, NM 086550, NM 086908 and NM 081586

OXY USA INC.

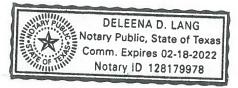
10/16/18 Date

Bradley S. Dusek, Attorney-In-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF HARRIS)

This instrument was acknowledged before me on CCtober 16, 2018, by BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.



Notary Public in and for the State of Texas

Released to Imaging: 11/23/2022 3:00:31 PM

EXHIBIT "A"

Plat of communitized area covering <u>320.00</u> acres in <u>N/2 of Sections 21 & 22, Township 24 South, Range 29 East, Eddy County, New Mexico.</u>

Cedar Canyon 21-22 Federal Com 32H

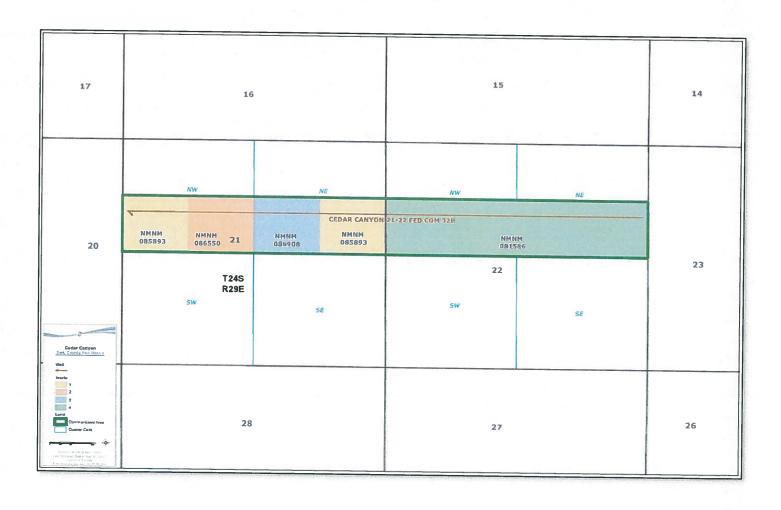


EXHIBIT "B"

To Communitization Agreement Dated <u>September 1, 2017</u> embracing the following described land in <u>S/2 N/2 of Sections 21 & 22, Township 24 South, Range 29 East, Eddy County, New Mexico</u>.

Operator of Communitized Area: OXY USA Inc.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:

NMNM - 085893

Description of Land Committed:

Township 24 South, Range 29 East,

I.M., Section 21: SE/4NE/4, SW/4NW/4

Number of Acres:

80.00

Name of Working Interest Owners:

OXY USA Inc.

Tract No. 2

Lease Serial Number:

NMNM - 086550

Description of Land Committed:

Township 24 South, Range 29 East,

I.M., Section 21: SE/4NW/4

Number of Gross Acres:

40.00

Name of Working Interest Owners:

OXY USA Inc.

Tract No. 3

Lease Serial Number:

NMNM - 086908

Description of Land Committed:

Township 24 South, Range 29 East,

I.M., Section 21: SW/4NE/4

Number of Gross Acres:

40.00

Name of Working Interest Owners:

OXY USA Inc.

Received by OCD: 3/1/2022 4:15:00 PM

Released to Imaging: 11/23/2022 3:00:31 PM

Tract No. 4

Lease Serial Number: NMNM - 081586

Description of Land Committed: Township 24 South, Range 29 East,

I.M., Section 22: S/2N/2

Number of Gross Acres: 160.00

Name of Working Interest Owners: OXY USA Inc.

Released to Imaging: 11/23/2022 3:00:31 PM

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	80.00	25.0000%
2	40.00	12.5000%
3	40.00	12.5000%
4	<u>160.00</u>	50.0000%
Total	320.00	100.0000%

DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT CASE RECORDATION (MASS) Serial Register Page

Run Date/Time: 2/15/2022 9:09 AM Page 1 Of 3

CEDAR CANYON 21-22 FED COM #32H

01 02-25-1920;041STAT0437;30USC181 Case Type 318310: O&G COMMUNITZATION

AGRMT

Commodity 459: OIL & GAS **Case Disposition: PENDING** **Total Acres:** 320.000

Serial Number NMNM 143326

Case File Juris: CARLSBAD FIELD OFFICE

Serial Number: NMNM- - 143326

Name & Address	Int Rei	% Interest				
BLM NMSO	301 DINOSAUR TRL	SANTA FE	NM	875081560	OFFICE OF RECORD	0.00000000
OXY USA INC	5 GREENWAY PLZ STE 110	HOUSTON	TX	770460521	OPERATOR	100.000000000

						Serial Nu	mber: NMNM 143326
Mer	Twp Rng	Sec STyp	e Nr	Suff Subdivision	District/ Field Office	County	Mgmt Agency
23	0240S 0290E	021 ALIQ		S2N2;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT
23	0240S 0290E	022 ALIQ		S2N2;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT

Serial Number: NMNM-- - 143326 Relinquished/Withdrawn Lands

Act Date	Ant Co	ode Action Txt	Serial Number: NMNM 143326 Pending Off	
ACI Date	ACI CI	oue Action 1xt	Action Remarks	rending On
10/01/2017	387	CASE ESTABLISHED		
10/01/2017	516	FORMATION	BONE SPRING;	
05/14/2021	580	PROPOSAL RECEIVED	CA RECD;	
Line Number	Remai	rk Text		Serial Number: NMNM 143326

Remark Text

Line Number

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-483-C

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. Applicant stated that it intends to keep the oil production from one or more group(s) of wells identified in Exhibit C segregated from the oil production from all other wells prior to measuring that production with an allocation meter.
- 4. 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.
- 5. 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.
- 6. Applicant provided notice of the Application to the Bureau of Land Management ("BLM") or New Mexico State Land Office ("NMSLO"), as applicable.
- 7. 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.
- 8. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10.C.(4)(g) NMAC.
- 9. 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.

Order No. PLC-483-C Page 1 of 5

10. 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

- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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 or gas title transfer meter 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 or gas title transfer meter described in Exhibit A.

2. This Order supersedes Orders PLC-483-B and PLC-541-A.

Order No. PLC-483-C Page 2 of 5

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 a 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 commingling application to OCD to conform this Order with the approved Agreement(s). If Applicant fails to submit the new surface commingling application or OCD denies the new surface commingling 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 to each group of wells identified in Exhibit C shall be determined by separating and metering the production from each group as described by Train in Exhibit C prior to commingling that production with production from any other well.
- 6. 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

Order No. PLC-483-C Page 3 of 5

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.

- 7. 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.
- 8. Applicant shall calibrate the meters used to measure or allocate oil production in accordance with 19.15.12.10.C.(2) NMAC.
- 9. 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.
- 10. 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, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.

Order No. PLC-483-C Page 4 of 5

- 11. If a well is not included in Exhibit A but produces from a pool and 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, proposed method to determine the allocation of oil production to it, and the location(s) that commingling of its production will occur.
- 12. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
- 13. 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).
- 14. 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 E. SANDOVAL
DIRECTOR

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State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-483-C

Operator: Oxy USA, Inc. (16696)

Central Tank Battery: Cedar Canyon 23-3H Satellite

Central Tank Battery Location: UL I, Section 22, Township 24 South, Range 29 East

Central Tank Battery: Cedar Canyon 22 Satellite

Central Tank Battery Location: UL L, Section 22, Township 24 South, Range 29 East

Gas Title Transfer Meter Location:

Pools

Pool Name	Pool Code
CEDAR CANYON; DELAWARE	11540
CORRAL DRAW; BONE SPRING	96238
PIERCE CROSSING; BONE SPRING, EAST	96473
PURPLE SAGE; WOLFCAMP (GAS)	98220

Leases as defined in 19.15.12.7(C) NMAC

	()	
Lease	UL or Q/Q	S-T-R
CA Bone Spring NMNM 136823	S/2 N/2, N/2 S/2	22-24S-29E
CA Bone Spring NMNM 136578	N/2 S/2	22-24S-29E
CA Bone Spring NMNM 137568	N/2 S/2	23-24S-29E
CA bone Spring NiviNivi 137308	N/2 SW/4	24-24S-29E
	S/2 N/2, I J K	22-24S-29E
NMNM 105371319	N/2, K L N	23-24S-29E
	W/2	24-24S-29E
CA Wolfcamp NMNM 143328	N/2	21-24S-29E
CA Bone Spring NMNM 143327	S/2 N/2	21-24S-29E
NMNM 105368793	E/2 NW/4	21-24S-29E
NMNM 105365481	A D E H	21-24S-29E
NMNM 105510727	W/2 NE/4	21-24S-29E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-43642	Cedar Canyon 22 Federal #21H	S/2 N/2	22-24S-29E	96473
30-015-44179	Cedar Canyon 23-24 Federal #31H	N/2 N/2	23-24S-29E	96473
30-013-44179	Cedar Canyon 25-24 Federal #5111	N/2 NW/4	24-24S-29E	70473
30-015-44180	Codon Convon 22 24 Endanal #22H	S/2 N/2	23-24S-29E	96473
30-013-44100	30-015-44180 Cedar Canyon 23-24 Federal #32H	S/2 NW/4	24-24S-29E	90473
30-015-43708	Cedar Canyon 22 Federal Com #4H	S/2 N/2, N/2 S/2	22-24S-29E	96473
30-015-43290	Cedar Canyon 23 Federal #3H	N/2 S/2	23-24S-29E	96473
30-013-43290	Cedar Canyon 23 Federal #311	N/2 SW/4	24-24S-29E	70473
30-015-43281	Cedar Canyon 23 Federal #4H	S/2 N/2	23-24S-29E	96473
30-013-43261	Cedar Canyon 25 Federal #4ff	S/2 NW/4	24-24S-29E	904/3
30-015-43282		N/2 N/2	23-24S-29E	96473
50-015-45262 Cedai Canyo	Cedar Canyon 23 Federal #5H	N/2 NW/4	24-24S-29E	70473

30-015-44095	Coder Conven 22 Federal Com #6H	N/2 S/2	23-24S-29E	96473
	Cedar Canyon 23 Federal Com #6H	N/2 SW/4	24-24S-29E	
30-015-45870	Cycoomolo CC 24 22 Fodovol #11H	N/2 N/2	23-24S-29E	06472
30-015-456/0	Guacamole CC 24 23 Federal #11H	N/2 NW/4	24-24S-29E	96473
20 015 45071	C 1 CC 24 22 E 1 1/12H	S/2 N/2	23-24S-29E	0.6472
30-015-45871	Guacamole CC 24 23 Federal #12H	S/2 NW/4	24-24S-29E	96473
30-015-40667	Cedar Canyon 23 #1H	S/2 N/2	23-24S-29E	96238
30-015-40668	Cedar Canyon 22 #1H	IJK	22-24S-29E	96238
		\mathbf{L}	23-24S-29E	
30-015-44190	Cedar Canyon 21 Federal Com #22H	S/2 N/2	21-24S-29E	96238
30-015-44191	Cedar Canyon 21 Federal Com #23H	S/2 N/2	21-24S-29E	96238
30-015-44181	Cedar Canyon 21 Federal Com #21H	N/2 N/2	21-24S-29E	96238
30-015-43758	Cedar Canyon 22 Federal Com #5H	N/2 S/2	22-24S-29E	96238
30-015-44176	Coder Common 21 22 Federal Com #22H	S/2 N/2	21-24S-29E	96473
	Cedar Canyon 21 22 Federal Com #32H	S/2 N/2	22-24S-29E	904/3
30-015-44182	Cedar Canyon 21 Federal Com #31H	N/2	21-24S-29E	98220
30-015-28850	Yvonne 21 Federal #1	F	21-24S-29E	11540

State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit B

Order: PLC-483-C

Operator: Oxy USA, Inc. (16696)

Pooled Areas				
Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Done Spring NMNM 105704640	S/2 N/2	21-24S-29E	320	
CA Bone Spring NMNM 105794649	S/2 N/2	22-24S-29E	320	A
CA Bone Spring NMNM	N/2 N/2	21-24S-29E	160	В

Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 105365481	EH	21-24S-29E	80	A
NMNM 105368793	${f F}$	21-24S-29E	40	\mathbf{A}
NMNM 105510727	G	21-24S-29E	40	A
NMNM 105371319	S/2 N/2	22-24S-29E	160	A
NMNM 105365481	A D	21-24S-29E	80	В
NMNM 105368793	C	21-24S-29E	40	В
NMNM 105510727	В	21-24S-29E	40	В

State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit C

Order: PLC-483-C

Operator: Oxy USA, Inc. (16696)

Wells					
Well API	Well Name	UL or Q/Q	S-T-R	Train	
30-015-43642	Cedar Canyon 22 Federal #21H	S/2 N/2	22-24S-29E	A1	
30-015-44179	Coder Convey 22 24 Endavel #21H	N/2 N/2	23-24S-29E	A1	
30-015-441/9	Cedar Canyon 23-24 Federal #31H	N/2 NW/4	24-24S-29E	AI	
30-015-44180	Cedar Canyon 23-24 Federal #32H	S/2 N/2	23-24S-29E	A1	
30-013-44160	Cedai Canyon 25-24 rederal #5211	S/2 NW/4	24-24S-29E	AI	
30-015-43708	Cedar Canyon 22 Federal Com #4H	S/2 N/2, N/2 S/2	22-24S-29E	A1	
30-015-43290	Cedar Canyon 23 Federal #3H	N/2 S/2	23-24S-29E	A1	
30-013-43290	Cedar Canyon 25 Federal #311	N/2 SW/4	24-24S-29E	AI	
30-015-43281	Cedar Canyon 23 Federal #4H	S/2 N/2	23-24S-29E	A1	
30-013-43261	Cedar Canyon 25 Federal #411	S/2 NW/4	24-24S-29E	AI	
30-015-43282	Cedar Canyon 23 Federal #5H	N/2 N/2	23-24S-29E	A1	
30-013-43262	Cedar Canyon 25 Federal #511	N/2 NW/4	24-24S-29E	AI	
30-015-44095	Cedar Canyon 23 Federal Com #6H	N/2 S/2	23-24S-29E	A1	
30-013-44073	Cedar Canyon 23 Federal Com #011	N/2 SW/4	24-24S-29E	AI	
30-015-45870	Guacamole CC 24 23 Federal #11H	N/2 N/2	23-24S-29E	A1	
30-013-43670	Guacamole CC 24 23 Federal #1111	N/2 NW/4	24-24S-29E	AI	
30-015-45871	Guacamole CC 24 23 Federal #12H	S/2 N/2	23-24S-29E	A1	
30-013-436/1	Guacamole CC 24 23 Federal #1211	S/2 NW/4	24-24S-29E	AI	
30-015-40667	Cedar Canyon 23 #1H	S/2 N/2	23-24S-29E	A1	
30-015-40668	Cedar Canyon 22 #1H	IJK	22-24S-29E	B 1	
30-013-40000	·	\mathbf{L}	23-24S-29E	DI	
30-015-44190	Cedar Canyon 21 Federal Com #22H	S/2 N/2	21-24S-29E	B 1	
30-015-44191	Cedar Canyon 21 Federal Com #23H	S/2 N/2	21-24S-29E	B 1	
30-015-44181	Cedar Canyon 21 Federal Com #21H	N/2 N/2	21-24S-29E	B 1	
30-015-43758	Cedar Canyon 22 Federal Com #5H	N/2 S/2	22-24S-29E	B 1	
30-015-44176 Cedar	Cedar Canyon 21 22 Federal Com #32H	S/2 N/2	21-24S-29E	B 1	
	•	S/2 N/2	22-24S-29E	DI	
30-015-44182	Cedar Canyon 21 Federal Com #31H	N/2	21-24S-29E	B 1	
30-015-28850	Yvonne 21 Federal #1	\mathbf{F}	21-24S-29E	B 1	

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 Phone:(575) 748-1283 Fax:(575) 748-9720

District III 1000 Rio Brazos Rd., Aztec, NM 87410 Phone:(505) 334-6178 Fax:(505) 334-6170

1220 S. St Francis Dr., Santa Fe, NM 87505 Phone:(505) 476-3470 Fax:(505) 476-3462

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

COMMENTS

Action 85413

COMMENTS

Operator:	OGRID:	
OXY USA INC	16696	
P.O. Box 4294	Action Number:	
Houston, TX 772104294	85413	
	Action Type:	
	[C-107] Surface Commingle or Off-Lease (C-107B)	

COMMENTS

Created By	Comment	Comment Date
dmcclure	Protest received and application placed on hold until the matter is resolved.	3/8/2022
dmcclure	Protest Resolved	11/23/2022

District I
1625 N. French Dr., Hobbs, NM 88240
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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 85413

CONDITIONS

Operator:	OGRID:		
OXY USA INC	16696		
P.O. Box 4294	Action Number:		
Houston, TX 772104294	85413		
	Action Type:		
	[C-107] Surface Commingle or Off-Lease (C-107B)		

CONDITIONS

Created By	Condition	Condition Date
dmcclur	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.	11/23/2022