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

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.

		COMMINGLING	(DIVERSE	OWNERSHIP)			
OPERATOR NAME: OXY US OPERATOR ADDRESS: PO BOX		V 77210					
APPLICATION TYPE:	X 4294, HOUSTON, T	Λ, //210					
	™ D 1 11 C	: т. Пост	G. 134		G : 1.5		
	ng ⊠Pool and Lease Co	e e —	Storage and Measu	rement (Only if not Surface	e Commingled)		
	State Fede			2 1 N GED 1000			
Is this an Amendment to existing Orde Have the Bureau of Land Management							
Yes □No	(DLWI) and State Land	u office (SLO) been no	uned in writing	of the proposed comm	inging		
		OL COMMINGLIN ts with the following in					
(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes		
SEE ATTACHED							
		-		1			
		-		1			
		-		1			
		_		_			
(2) Are any wells producing at top allowa	ables? Yes No	1					
(4) Measurement type: ☐Metering (5) Will commingling decrease the value			be why commingl	ing should be approved			
		SE COMMINGLING ts with the following in					
 (1) Pool Name and Code. (2) Is all production from same source of (3) Has all interest owners been notified by (4) Measurement type: ☐Metering ☐ 	y certified mail of the pro		□Yes □N	io			
	(C) POOL and	LEASE COMMIN	GLING				
	Please attach sheet	ts with the following in	nformation				
(1) Complete Sections A and E.							
(1		TORAGE and MEA					
(1) I11 do-4:- 6		ets with the following	information				
(1) Is all production from same source of(2) Include proof of notice to all interest	— —	NO					
(2) Include proof of notice to an interest	owners.						
(E) A		ORMATION (for all ts with the following in		ypes)			
(1) A schematic diagram of facility, inclu		is with the following in	moi mauvii				
(2) A plat with lease boundaries showing		tions. Include lease number	ers if Federal or St	ate lands are involved.			
(3) Lease Names, Lease and Well Number	•						
			11 11 0				
I hereby certify that the information above i	s true and complete to the	e best of my knowledge ar	id belief.				
SIGNATURE: DATE:03/01/2024							
TYPE OR PRINT NAME_SANDRA MU	SALLAM		TELEPHONE	NO.:713-366-5106_			
E-MAIL ADDRESS:SANDRA_MUSA	LLAM@OXY.COM						

RECEIVED:	REVIEWER:	TYPE:	APP NO:	
	- Geolog	ABOVE THIS TABLE FOR OCCIDING CO OIL CONSERVA Jical & Engineering rancis Drive, Santo	ATION DIVISION g Bureau –	OF NEW ASSOCIATION OF THE PROPERTY OF THE PROP
	ADMINIS1	RATIVE APPLICATION	ON CHECKLIST	
THIS C	CHECKLIST IS MANDATORY FOR		TIONS FOR EXCEPTIONS	
Applicant: OXY US			OGR	ID Number: <u>16696</u>
	AL BLUFF 11_14 FED COM #3			30-015-48021 & MULTIPLE
POOI: PURPLE SAGE;	VOLFCAMP, GAS & PIERCE C	ROSSING; BONE SPRING, I	EAST Pool	Code: 98220 & 96473
	ATE AND COMPLETE IN	INDICATED BELC	W	THE TYPE OF APPLICATION
A. Location	– Spacing Uni <u>t</u> – Simu	Iltaneous Dedi <u>catio</u>	n	ISD
[1] Com	ne only for [1] or [11] mingling – Storage – 1]DHC	PLC PC C sure Increase – Enho	- -	Amendment to CTB 1038A ery
A. Offset B. Royal C. Applic D. Notific E. Surfac G. For all	I REQUIRED TO: Check operators or lease ho ty, overriding royalty of cation requires publish cation and/or concur- cation and/or concur- ce owner of the above, proof	olders owners, revenue ow ned notice rent approval by SL rent approval by BL	ners O M	Notice Complete Application Content Complete
administrative understand th	N: I hereby certify that approval is accurate at no action will be to re submitted to the D	e and complete to that aken on this applica	he best of my kn	• •
No	ote: Statement must be comp	leted by an individual with	managerial and/or su	pervisory capacity.
SANDRA MUSALLAM			03/01/2024 Date	
Print or Type Name			713-366-5106	
SILLO			Phone Numbe	r
Signature			Sandra_Musallam e-mail Address	

APPLICATION FOR POOL LEASE COMMINGLING AND OFF-LEASE MEASUREMENT, STORAGE & SALES Commingling Proposal for Oil Production at the Corral Gorge 12-13 Battery

OXY USA INC requests to amend CTB 1038A for oil production at the Corral Gorge 12-13 Battery (G 02 T25S R29E). This commingle request includes the current and future wells in the pools and leases/CAs listed below.

Wells to be added:

COM AGREEMENTS PENDING

50% NMNM015303 (BLM 12.5% NRI) & 50% SLO VB-11052

POOL: PIERCE CROSSING; BONE SPRING (96473)

WELL NAME	АРІ	SURFACE LOCATION	DATE ONLINE	EST. OIL (BOPD)	EST. GRAVITY API	EST. GAS (MSCFD)	EST. BTU/CF	EST. WATER (BWPD)	
W/2 W/2 SECTIONS 12 & 13									
CORRAL GORGE 12 13 FEDERAL COM #074H	30-015-47204	A-12-25S-29E	EST MAY 2024	1115	45.7	3960	1325	1705	
W/2 E/2 SECTIONS 12 & 13									
CORRAL GORGE 12 13 FEDERAL COM #073H	30-015-47203	A-12-25S-29E	EST MAY 2024	1115	45.7	3960	1325	1705	

COM AGREEMENT PENDING

50% NMNM015303 (BLM 12.5% NRI) & 50% SLO VC-06010

POOL: PIERCE CROSSING; BONE SPRING (96473)

WELL NAME	АРІ	SURFACE LOCATION	DATE ONLINE	EST. OIL (BOPD)	EST. GRAVITY API	EST. GAS (MSCFD)	EST. BTU/CF	EST. WATER (BWPD)	
E/2 W/2 SECTIONS 12 & 13									
CORRAL GORGE 12 13 FEDERAL COM #072H	30-015-47187	C-12-25S-29E	EST MAY 2024	1115	45.7	3960	1325	1705	
W/2 W/2 SECTIONS 12 & 13	•		•	•	•	· ·	•		
CORRAL GORGE 12 13 FEDERAL COM #071H	30-015-47186	C-12-25S-29E	EST MAY 2024	1115	45.7	3960	1325	1705	

COM AGREEMENT PENDING

50% NMNM015303 (BLM 12.5% NRI) & 50% SLO V0-3633-0004

POOL: PIERCE CROSSING; BONE SPRING (96473)

АРІ	SURFACE LOCATION	DATE ONLINE	EST. OIL (BOPD)	EST. GRAVITY API	EST. GAS (MSCFD)	EST. BTU/CF	EST. WATER (BWPD)
30-015-48876	A-11-25S-29E	EST MAY 2024	1115	45.7	3960	1325	1705
W/2 E/2 SECTIONS 11 & 14							
30-015-48884	A-11-25S-29E	EST MAY 2024	1115	45.7	3960	1325	1705
•			•				
30-015-48020	M-02-25S-29E	EST MAY 2024	1115	45.7	3960	1325	1705
30-015-48019	M-02-25S-29E	EST MAY 2024	1115	45.7	3960	1325	1705
	30-015-48876 30-015-48884 30-015-48020	30-015-48876 A-11-25S-29E 30-015-48884 A-11-25S-29E 30-015-48020 M-02-25S-29E	30-015-48876 A-11-25S-29E EST MAY 2024	API LOCATION DATE ONLINE OIL (BOPD) 30-015-48876 A-11-25S-29E EST MAY 2024 1115 30-015-48884 A-11-25S-29E EST MAY 2024 1115 30-015-48020 M-02-25S-29E EST MAY 2024 1115	SURFACE DATE ONLINE ST. OIL (BOPD) GRAVITY API	SURFACE LOCATION DATE ONLINE EST. GRAVITY API COLOR CO	API SURFACE LOCATION DATE ONLINE EST. OIL (BOPD) GRAVITY API EST. GAS (MSCFD) EST. BTU/CF 30-015-48876 A-11-25S-29E EST MAY 2024 1115 45.7 3960 1325 30-015-48884 A-11-25S-29E EST MAY 2024 1115 45.7 3960 1325 30-015-48020 M-02-25S-29E EST MAY 2024 1115 45.7 3960 1325

^{*}Production estimates are average of first 6-month volumes.

Existing Wells:

COM AGREEMENT PENDING NMNM105720867

50% NMNM015303 (BLM 12.5% NRI) & 50% SLO VB-1105-0001

POOL: PURPLE SAGE; WOLFCAMP GAS (98220)

WELL NAME	API	SURFACE LOCATION	DATE ONLINE	OIL (BOPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BWPD)
CORRAL GORGE 12 13 FEDERAL COM #035H	30-015-47205	O-01-25S-29E	Jul-2022	286	47	865	1360	1155
CORRAL GORGE 12 13 FEDERAL COM #036H	30-015-47206	O-01-25S-29E	Jul-2022	310	47	1037	1360	815
CORRAL GORGE 12 13 FEDERAL COM #037H	30-015-47207	A-12-25S-29E	Jul-2022	309	47	877	1360	716
CORRAL GORGE 12 13 FEDERAL COM #038H	30-015-47208	A-12-25S-29E	Jul-2022	299	47	779	1360	1040

COM AGREEMENT PENDING NMNM105720866

50% NMNM015303 (BLM 12.5% NRI) & 25% SLO VC-0601 & 25% SLO V0-3633-0004

POOL: PURPLE SAGE; WOLFCAMP GAS (98220)

WELL NAME	API	SURFACE LOCATION	DATE ONLINE	OIL (BOPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BWPD)
CORRAL GORGE 12 13 FEDERAL COM #031H	30-015-47212	D-12-25S-29E	Jul-2022	177	47	332	1360	1353
CORRAL GORGE 12 13 FEDERAL COM #032H	30-015-47214	D-12-25S-29E	Jul-2022	174	47	728	1360	1334
CORRAL GORGE 12 13 FEDERAL COM #034H	30-015-47201	N-01-25S-29E	Jul-2022	299	47	862	1360	865
CORRAL GORGE 12 13 FEDERAL COM #311H	30-015-47215	D-12-25S-29E	Jul-2022	266	47	778	1360	890
CORRAL BLUFF 11_14 FED COM #035H	30-015-47527	N-02-25S-29E	Oct-2023	1429	47	3225	1360	3642
CORRAL BLUFF 11_14 FED COM #036H	30-015-48024	A-11-25S-29E	Oct-2023	1141	47	3426	1360	2143
CORRAL BLUFF 11_14 FED COM #037H	30-015-48025	A-11-25S-29E	Oct-2023	888	47	3521	1360	1757
CORRAL BLUFF 11_14 FED COM #038H	30-015-48026	A-11-25S-29E	Oct-2023	1054	47	2953	1360	3285
CORRAL BLUFF 11_14 FED COM #312H	30-015-48029	A-11-25S-29E	Oct-2023	1284	47	3276	1360	3927

COM AGREEMENT PENDING NMNM106303224

50% NMNM015303 (BLM 12.5% NRI) & 50% SLO V0-3633-0004

POOL: PURPLE SAGE; WOLFCAMP GAS (98220)

WELL NAME	API	SURFACE LOCATION	DATE ONLINE	OIL (BOPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BWPD)
CORRAL BLUFF 11_14 FED COM #031H	30-015-48021	M-02-25S-29E	TBD	1391	47	3730	1360	4526
CORRAL BLUFF 11_14 FED COM #032H	30-015-48023	M-02-25S-29E	Oct-2023	958	47	3155	1360	3671
CORRAL BLUFF 11_14 FED COM #033H	30-015-47769	N-02-25S-29E	Oct-2023	1021	47	2772	1360	3077
CORRAL BLUFF 11_14 FED COM #034H	30-015-47770	N-02-25S-29E	Oct-2023	1341	47	3118	1360	2476
CORRAL BLUFF 11_14 FED COM #311H	30-015-48028	M-02-25S-29E	Oct-2023	1301	47	3484	1360	3191

Process Description:

Production is sent through a 10' X 40' three-phase production separator. After separation, the oil stream flows through a line-heater, to two heater-treaters, to vertical vapor recovery towers, then to LACT units. The aforementioned LACT units serve as the point of royalty payment. The existing tanks will remain onsite and will be incorporated into the design as emergency backup storage in the event of system upsets and power outages.

Oil production is allocated back to each well based on well test. For testing purposes, the facility is equipped with eight 6' x 20' three-phase test separators. Each test vessel is equipped with oil turbine meters, gas orifice meters and water turbine meters.

All wells are tested daily prior to Range 1 of decline and then tested at least three times per month during Range 1 of decline. When Range 2 decline is started, the wells are tested at least twice per month. Wells are tested at least once per month when Range 3 of decline is started.

Gas production from all wells is measured at the orifice meters off the gas scrubber and then sent to sales. These meters serve as the BLM gas FMPs for the purpose of BLM royalty payment. Gas production is allocated back to the wells using the aforementioned well testing guidelines. Gas commingling is handled through PLC 784E.

All water from the Corral Gorge 12-13 Battery is sent to the Corral Fly Water Disposal System.

Additional Application Components:

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

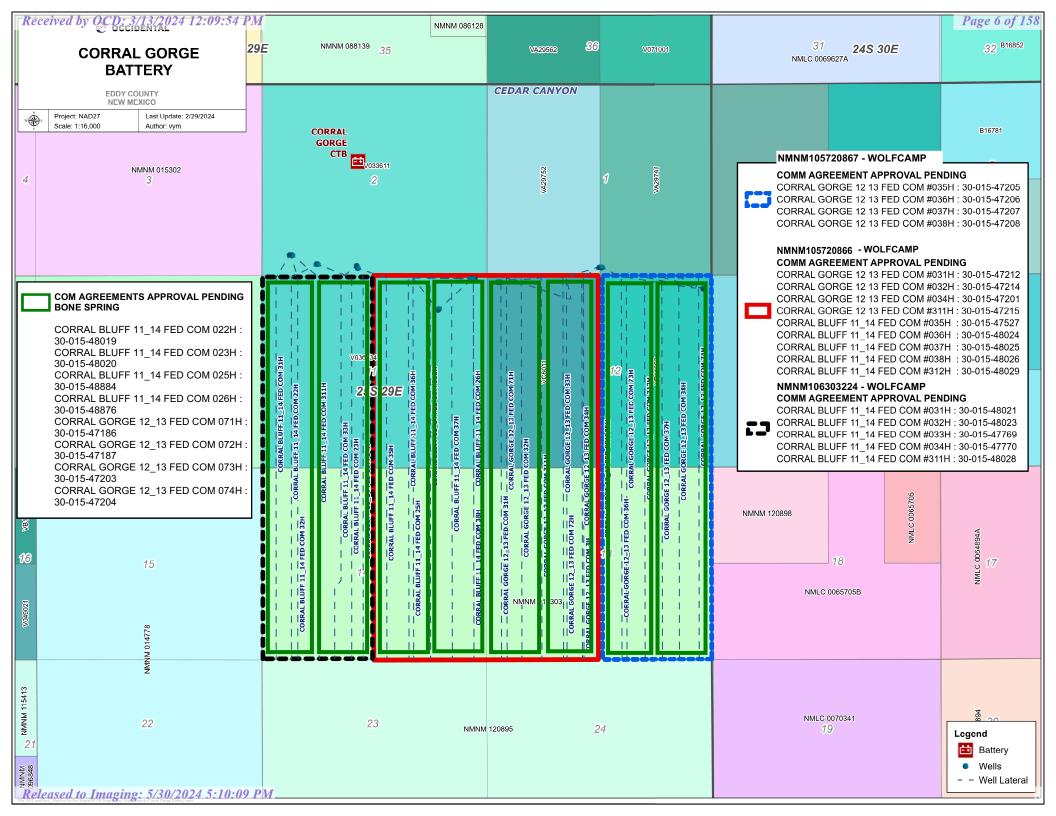
The oil and gas meters are calibrated on a regular basis per API, NMOCD and BLM specifications.

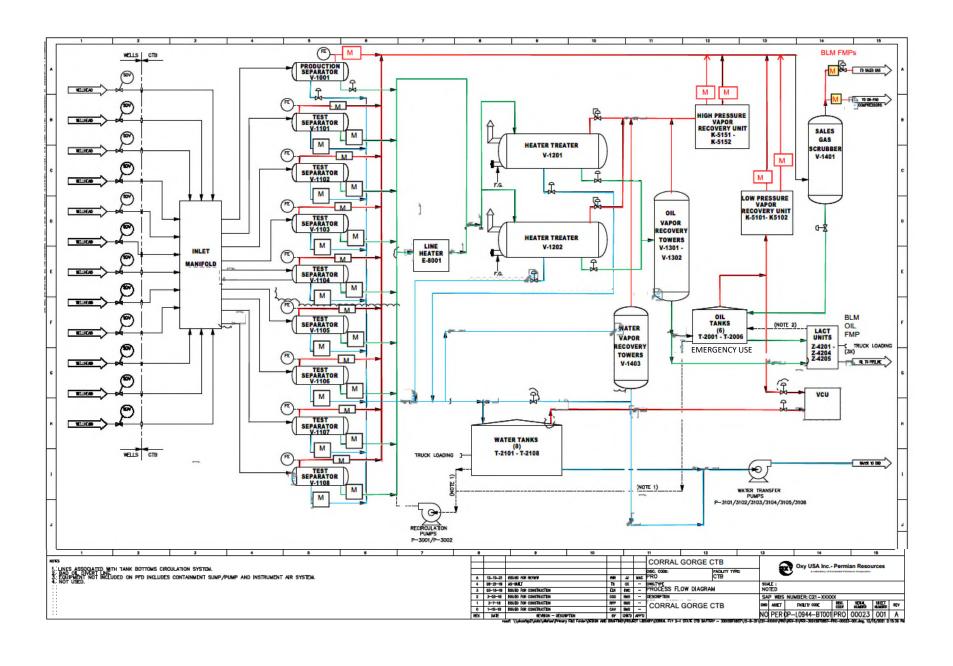
Pursuant to Statewide rule 19.15.12.10(C)(4)(g) OXY USA INC requests the option to include additional pools or leases within the defined parameters set forth in the Order for future additions.

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.

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

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





<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

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

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

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

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

XXXX AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

		HEEE EGGIII GIVIII (o rienterios de de direction de la constantion d	
¹ API Number 30-015-47186	•	² Pool Code 96473		
⁴ Property Code			operty Name RGE 12-13 FED COM	⁶ Well Number 71H
⁷ OGRID No. 16696			perator Name Y USA INC.	⁹ Elevation 3122.4'

10 Surface Location

ı	TIT 1. 4	C	T	D	TATA	E 4 C 41	N 41. /C 41. 12	E	E (NY 4 12	C
- 1	UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
- 1	C	12	258	29E		649	NORTH	1938	WEST	FDDY
- 1	0	12	200	2/2		017	1101111	1750	11 DO I	LDD1

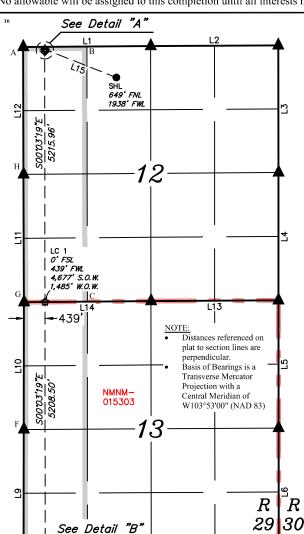
¹¹ Bottom Hole Location If Different From Surface

UL or lot no. M	Section 13	n	Township 25S	Range 29E	Lot Idn	Fo	eet from the 20	North/South line SOUTH	Feet from the 450	East/West line WEST	County EDDY
12 Dedicated Acre 320	es	¹³ Jo	int or Infill	14 Conso	olidation Code		¹⁵ Order No.				

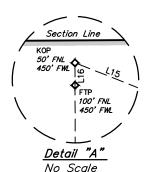
LINIT

TADLE

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.



	LINE TAB	LE
LINE	DIRECTION	LENGTH
L1	S89'37'24"W	2657.23
L2	S89°39'34"W	2658.17
L3	N00°04'46"W	2646.95
L4	N00°02'30"E	2662.95
L5	N00°06'33"W	2661.12
L6	N00°05'17"W	2660.88
L7	S89°43'54"W	2658.35
L8	S89°43'46"W	2657.66
L9	N00°03'31"E	2654.12'
L10	N00°03'48"E	2652.67
L11	N00°10'06"W	2662.50'
L12	N00°10'27"W	2654.36
L13	S89°37'52"W	2654.54
L14	S89°30'00"W	2646.75
L15	N68*25'16"W	1602.08'
L16	S00°10'27"E	50.00'
L17	S00°03'31"W	80.00'



¹⁷OPERATOR 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 drift this well at this location pursuant. right to drill this well at this location pursuan right to thin his wen at his tocation pairstaint 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.



STEPHEN JANACEK

Printed Name

STEPHEN_JANACEK@OXY.COM

E-mail Address

18 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.

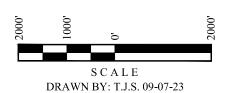
August 10, 2023

Date of Survey

Signature and Seal of Professional Surveyor:



Certificate Number



 $\boldsymbol{\mathit{E}}$

 $\boldsymbol{\mathit{E}}$

STATE PLANE NAD 83 (N.M. EAST)

HSU COORDINATES							
NAD 27 N.1	M. STATE	NAD 83 N.	NAD 83 N.M. STATE				
PLANE, EA	ST ZONE	PLANE, EA	AST ZONE				
NORTHING	EASTING	NORTHING	EASTING				
419168.12'	619835.08'	419226.52'	661019.71'				
419182.41'	621163.33'	419240.80'	662347.97'				
413869.69'	621196.01'	413927.98'	662380.80'				
408558.88'	621217.89'	408617.05'	662402.83'				
408547.05'	619889.41'	408605.23'	661074.33'				
411200.56'	619881.11'	411258.79'	661065.97'				
413852.62'	619873.03'	413910.90'	661057.81'				
416514.44'	619854.16'	416572.78'	661038.87'				
	NAD 27 NJ PLANE, EA NORTHING 419168.12' 419182.41' 413869.69' 408558.88' 408547.05' 411200.56' 413852.62'	NAD 27 N.M. STATE PLANE, EAST ZONE NORTHING EASTING 419168.12' 619835.08' 419182.41' 621163.33' 413869.69' 621196.01' 408558.88' 621217.89' 408547.05' 619889.41' 411200.56' 619881.11' 413852.62' 619873.03'	NAD 27 N.M. STATE PLANE, EAST ZONE NORTHING H9168.12' H9182.41' H91861.33' H9182.51' H9182.41' H9182.51' H				

- = SURFACE HOLE LOCATION
 = KICK OFF POINT/TAKE POINTS
 = LEASE CROSSING
 = BOTTOM HOLE LOCATION
 = SECTION CORNER LOCATED
 = LEASE LINE
 = HORIZONTAL SPACING UNIT

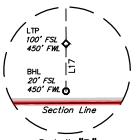
 .W. = SOUTH OF WELL

 .W. = MESTOE WELL
- = SOUTH OF WELL

NAD 83 (SURFACE HOLE LOCATION)	NAD 83 (KICK OFF POINT)
LATITUDE = 32°09'00.70" (32.150196°)	LATITUDE = 32°09'06.53" (32.151813°)
LONGITUDE = -103°56'25.23" (-103.940341°)	LONGITUDE = -103°56'42.56" (-103.945155°)
NAD 27 (SURFACE HOLE LOCATION)	NAD 27 (KICK OFF POINT)
LATITUDE = 32°09'00.26" (32.150072°)	LATITUDE = 32°09'06.08" (32.151689°)
LONGITUDE = -103°56'23.48" (-103.939856°)	LONGITUDE = -103°56'40.81" (-103.944670°)
STATE PLANE NAD 83 (N.M. EAST)	STATE PLANE NAD 83 (N.M. EAST)
N: 418598.50' E: 662961.90'	N: 419181.37' E: 661469.96'
STATE PLANE NAD 27 (N.M. EAST)	STATE PLANE NAD 27 (N.M. EAST)
N: 418540.12' E: 621777.23'	N: 419122.97' E: 620285.32'
NAD 83 (FIRST TAKE POINT)	NAD 83 (LEASE CROSSING)
LATITUDE = 32°09'06.03" (32.151675°)	LATITUDE = 32°08'14.42" (32.137340°)
LONGITUDE = -103°56'42.55" (-103.945154°)	LONGITUDE = -103°56'42.46" (-103.945128°)
NAD 27 (FIRST TAKE POINT)	NAD 27 (LEASE CROSSING)
LATITUDE = 32°09'05.59" (32.151552°)	LATITUDE = 32°08'13.98" (32.137216°)

ND 03 (FIRST TAKE FOR (F)	TOTAL OS (EERSE CROSSITO)
ATITUDE = 32°09'06.03" (32.151675°)	LATITUDE = 32°08'14.42" (32.137340°)
ONGITUDE = -103°56'42.55" (-103.945154°)	LONGITUDE = -103°56'42.46" (-103.945128°)
AD 27 (FIRST TAKE POINT)	NAD 27 (LEASE CROSSING)
ATITUDE = 32°09'05.59" (32.151552°)	LATITUDE = 32°08'13.98" (32.137216°)
ONGITUDE = -103°56'40.81" (-103.944669°)	LONGITUDE = -103°56'40.72" (-103.944644°)
TATE PLANE NAD 83 (N.M. EAST)	STATE PLANE NAD 83 (N.M. EAST)
: 419131.38' E: 661470.32'	N: 413916.57' E: 661497.14'
TATE PLANE NAD 27 (N.M. EAST)	STATE PLANE NAD 27 (N.M. EAST)
: 419072.99' E: 620285.68'	N: 413858.29' E: 620312.35'
AD 83 (LAST TAKE POINT)	NAD 83 (BOTTOM HOLE LOCATION)
ATITUDE = 32°07'22.89" (32.123025°)	LATITUDE = 32°07'22.10" (32.122806°)
ONGITUDE = -103°56'42.37" (-103.945102°)	LONGITUDE = -103°56'42.37" (-103.945102°)
AD 27 (LAST TAKE POINT)	NAD 27 (BOTTOM HOLE LOCATION)
ATITUDE = 32°07'22.45" (32.122901°)	LATITUDE = 32°07'21.65" (32.122682°)
	EATTI ODE - 32 07 21:03 (32:122082)
ONGITUDE = -103°56'40.63" (-103.944618°)	LONGITUDE = -103°56'40.63" (-103.944618°

STATE PLANE NAD 83 (N.M. EAST) STATE PLANE NAD 27 (N.M. EAST)



Detail "B" No Scale

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

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

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

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

XXX AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

	WEBE EGGRITON AND MERENGE DEDICATION I EAT					
30-015-47187 96473 2 Pool Code		PIERCE CROSSING; BONE SPRING, EAST				
⁴ Property Code		⁶ Well Number 72H				
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.		⁹ Elevation 3122.4'			

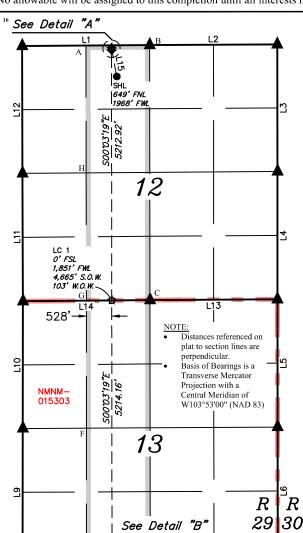
10 Surface Location

***		m 1.4				27 12 10 12 24		70 (77)	
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
	l 12	ໄ າເຕີ	29Ĕ		640	NODTH	1968	WEST	EDDV
	14	233	29E	l	049	NOKIII	1900	WEST	EDDI

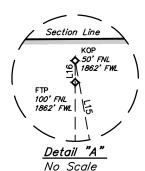
"Bottom Hole Location If Different From Surface

	UL or lot no. N	Section 13	n	Township 25S	Range 29E	Lot Idn	Feet from the 20	North/South line SOUTH	Feet from the 1862	East/West line WEST	County EDDY
ſ	12 Dedicated Acro	es	13 Join	nt or Infill	¹⁴ Conso	olidation Code	15 Order 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.



LINE TABLE				
LINE	DIRECTION	LENGTH		
L1	S89'37'24"W	2657.23		
L2	S89*39'34"W	2658.17		
L3	N00°04'46"W	2646.95		
L4	N00°02'30"E	2662.95		
L5	N00°06'33"W	2661.12		
L6	N00°05'17"W	2660.88		
L7	S89*43'54"W	2658.35'		
L8	S89°43'46"W	2657.66		
L9	N00°03'31"E	2654.12		
L10	N00°03'48"E	2652.67		
L11	N00°10'06"W	2662.50'		
L12	N00°10'27"W	2654.36		
L13	S89°37'52"W	2654.54		
L14	S89°30'00"W	2646.75		
L15	N10°12'56"W	607.94		
L16	S00°10'27"E	50.00'		
L17	S00°03'31"W	80.00'		



¹⁷OPERATOR 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 the including the proposed bottom hole location my sugarticity to drill this well at this location my sugarticity to drill this well at this location my sugarticity. right to drill this well at this location pursuant right to thin his wen at his tocation pairstaint 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.

12/7/2023

STEPHEN JANACEK

STEPHEN_JANACEK@OXY.COM

E-mail Address

18 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.

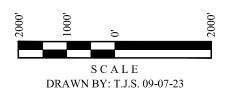
August 10, 2023

Date of Survey

Signature and Seal of Professional Surveyor:



Certificate Number



 $\boldsymbol{\mathit{E}}$

LA LO ST

 $\boldsymbol{\mathit{E}}$

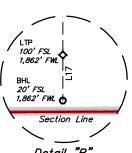
HSU COORDINATES							
	NAD 27 N.I	M. STATE	NAD 83 N.	M. STATE			
	PLANE, EA	ST ZONE	PLANE, E	AST ZONE			
POINT	NORTHING	EASTING	NORTHING	EASTING			
A	419182.41'	621163.33'	419240.80'	662347.97'			
В	419196.70'	622491.58'	419255.09'	663676.24'			
С	413886.77'	622518.99'	413945.05'	663703.80'			
D	408570.70'	622546.39'	408628.87'	663731.34'			
E	408558.88'	621217.89'	408617.05'	662402.83'			
F	411214.03'	621206.91'	411272.26'	662391.77'			
G	413869.69'	621196.01'	413927.98'	662380.80'			
Н	416530.13'	621179.72'	416588.47'	662364.43'			

- = SURFACE HOLE LOCATION
 = KICK OFF POINT/TAKE POINTS
 = LEASE CROSSING
 = BOTTOM HOLE LOCATION
 = SECTION CORNER LOCATED
 = LEASE LINE
 = HORIZONTAL SPACING UNIT
 D.W. = SOUTH OF WELL
 D.W. = WEST OF WELL

NAD 83 (SURFACE HOLE LOCATION)	NAD 83 (KICK OFF POINT)
LATITUDE = 32°09'00.71" (32.150196°)	LATITUDE = 32°09'06.63" (32.151840°)
LONGITUDE = -103°56'24.88" (-103.940244°)	LONGITUDE = -103°56'26.14" (-103.94059
NAD 27 (SURFACE HOLE LOCATION)	NAD 27 (KICK OFF POINT)
LATITUDE = 32°09'00.26" (32.150072°)	LATITUDE = 32°09'06.18" (32.151717°)
LONGITUDE = -103°56'23.13" (-103.939759°)	LONGITUDE = -103°56'24.39" (-103.94010
STATE PLANE NAD 83 (N.M. EAST)	STATE PLANE NAD 83 (N.M. EAST)
N: 418598.83' E: 662991.89'	N: 419196.55' E: 662881.59'
STATE PLANE NAD 27 (N.M. EAST)	STATE PLANE NAD 27 (N.M. EAST)
N: 418540.45' E: 621807.22'	N: 419138.16' E: 621696.94'
NAD 02 (EIDCE TARE BODIE)	NAD 02 (LEACE CROSCING)
NAD 83 (FIRST TAKE POINT)	NAD 83 (LEASE CROSSING)
LATITUDE = 32°09'06.13" (32.151703°)	LATITUDE = 32°08'14.55" (32.137376°)
LONGITUDE = -103°56'26.13" (-103.940593°)	LONGITUDE = -103°56'26.04" (-103.94056'
NAD 27 (FIRST TAKE POINT)	NAD 27 (LEASE CROSSING)

TITUDE = 32°09'06.13" (32.151703°)	LATITUDE = 32°08'14.55" (32.137376°)
NGITUDE = -103°56'26.13" (-103.940593°)	LONGITUDE = -103°56'26.04" (-103.940567°)
D 27 (FIRST TAKE POINT)	NAD 27 (LEASE CROSSING)
TITUDE = 32°09'05.69" (32.151579°)	LATITUDE = 32°08'14.11" (32.137252°)
NGITUDE = -103°56'24.39" (-103.940108°)	LONGITUDE = -103°56'24.30" (-103.940083°)
ATE PLANE NAD 83 (N.M. EAST)	STATE PLANE NAD 83 (N.M. EAST)
419146.56' E: 662881.95'	N: 413934.79' E: 662908.77'
ATE PLANE NAD 27 (N.M. EAST)	STATE PLANE NAD 27 (N.M. EAST)
419088.17' E: 621697.30'	N: 413876.51' E: 621723.98'
D 83 (LAST TAKE POINT)	NAD 83 (BOTTOM HOLE LOCATION)
TITUDE = 32°07'22.97" (32.123046°)	LATITUDE = 32°07'22.17" (32.122826°)
NGITUDE = -103°56'25 95" (-103 940542°)	$I \cap NGITUDE = -103^{\circ}56'25^{\circ}95'' (-103^{\circ}940542^{\circ})$

STATE PLANE NAD 27 (N.M. EAST)		
N: 413876.51' E: 621723.98' NAD 83 (LAST TAKE POINT) LATITUDE = 32°07'22.17" (32.122826°) LONGITUDE = -103°56'25.95" (-103.940542°) NAD 27 (LAST TAKE POINT) LATITUDE = 32°07'22.52" (32.122922°) NGITUDE = -103°56'24.21" (-103.940058°) LONGITUDE = -103°56'24.21" (-103.940059°) LONGITUDE = -103°56'24.21" (-103.940059°) LONGITUDE = -103°56'24.21" (-103.940059°) STATE PLANE NAD 83 (N.M. EAST) N: 408641.79' E: 662935.84' STATE PLANE NAD 27 (N.M. EAST) STATE PLANE NAD 27 (N.M. EAST)	419146.56' E: 662881.95'	N: 413934.79' E: 662908.77'
NAD 83 (LAST TAKE POINT)	TATE PLANE NAD 27 (N.M. EAST)	STATE PLANE NAD 27 (N.M. EAST)
LATITUDE = 32°07'22.17" (32.122826°) LATITUDE = 32°07'22.17" (32.122826°) LONGITUDE = -103°56'25.95" (-103.940542°) LONGITUDE = -103°56'25.95" (-103.940542°) LONGITUDE = 32°07'22.17" (32.122826°) LONGITUDE = -103°56'25.95" (-103.940542°) NAD 27 (BOTTOM HOLE LOCATION) LATITUDE = 32°07'22.17" (32.122826°) LONGITUDE = -103°56'24.21" (-103.940542°) LATITUDE = 32°07'22.17" (32.122826°) LONGITUDE = -103°56'25.95" (-103.940542°) LATITUDE = 32°07'22.17" (32.122826°) LONGITUDE = -103°56'24.21" (-103.940559°) LONGITUDE = -103°56	419088.17' E: 621697.30'	N: 413876.51' E: 621723.98'
LATITUDE = 32°07'22.17" (32.122826°) LATITUDE = 32°07'22.17" (32.122826°) LONGITUDE = -103°56'25.95" (-103.940542°) LONGITUDE = -103°56'25.95" (-103.940542°) LONGITUDE = 32°07'22.17" (32.122826°) LONGITUDE = -103°56'25.95" (-103.940542°) NAD 27 (BOTTOM HOLE LOCATION) LATITUDE = 32°07'22.17" (32.122826°) LONGITUDE = -103°56'24.21" (-103.940542°) LATITUDE = 32°07'22.17" (32.122826°) LONGITUDE = -103°56'25.95" (-103.940542°) LATITUDE = 32°07'22.17" (32.122826°) LONGITUDE = -103°56'24.21" (-103.940559°) LONGITUDE = -103°56		
LONGITUDE = -103°56'25.95" (-103.940542°) AD 27 (LAST TAKE POINT) NAD 27 (BOTTOM HOLE LOCATION) LATITUDE = 32°07'21.73" (32.122702°) LONGITUDE = -103°56'24.21" (-103.94058°) LATITUDE = 32°07'21.73" (32.122702°) LONGITUDE = -103°56'24.21" (-103.94058°) LATITUDE = 32°07'21.73" (32.122702°) LONGITUDE = -103°56'24.21" (-103.94059°) LATITUDE = -103°56'24.21" (-103.940059°) STATE PLANE NAD 83 (N.M. EAST) N: 408641.79" E: 662935.84" STATE PLANE NAD 27 (N.M. EAST) STATE PLANE NAD 27 (N.M. EAST)	AD 83 (LAST TAKE POINT)	NAD 83 (BOTTOM HOLE LOCATION)
NAD 27 (LAST TAKE POINT) NAD 27 (BOTTOM HOLE LOCATION)	ATITUDE = 32°07'22.97" (32.123046°)	LATITUDE = 32°07'22.17" (32.122826°)
LATITUDE = 32°07'22.52" (32.122922°) NGITUDE = -103°56'24.21" (-103.940058°) ATE PLANE NAD 83 (N.M. EAST) ATE PLANE NAD 27 (N.M. EAST)	ONGITUDE = -103°56'25.95" (-103.940542°)	LONGITUDE = -103°56'25.95" (-103.940542°)
LONGITUDE = -103°56'24.21" (-103.940058°) CATE PLANE NAD 83 (N.M. EAST) 408721.77' E: 662935.59' CATE PLANE NAD 27 (N.M. EAST) STATE PLANE NAD 27 (N.M. EAST)	AD 27 (LAST TAKE POINT)	NAD 27 (BOTTOM HOLE LOCATION)
STATE PLANE NAD 83 (N.M. EAST) STATE PLANE NAD 83 (N.M. EAST) N: 408641.79' E: 662935.84' STATE PLANE NAD 27 (N.M. EAST) STATE PLANE NAD 27 (N.M. EAST)	ATITUDE = 32°07'22.52" (32.122922°)	LATITUDE = 32°07'21.73" (32.122702°)
408721.77' E: 662935.59' N: 408641.79' E: 662935.84' TATE PLANE NAD 27 (N.M. EAST) STATE PLANE NAD 27 (N.M. EAST)	ONGITUDE = -103°56'24.21" (-103.940058°)	
CATE PLANE NAD 27 (N.M. EAST) STATE PLANE NAD 27 (N.M. EAST)	TATE PLANE NAD 83 (N.M. EAST)	STATE PLANE NAD 83 (N.M. EAST)
	408721.77' E: 662935.59'	
408663.60' E: 621750.65' N: 408583.62' E: 621750.90'	TATE PLANE NAD 27 (N.M. EAST)	STATE PLANE NAD 27 (N.M. EAST)
	408663.60' E: 621750.65'	N: 408583.62' E: 621750.90'



Detail "B" No Scale

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

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

**AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

	WEED BOOK THOUGH TO BE STONE THOUGH THE STONE TO STONE THE STONE T					
¹ API Number 30-015-47203 96473 ² Poo		96473 ² Pool Code	PIERCE CROSSING; BONE SPRING, EAST			
⁴ Property Code			operty Name RGE 12-13 FED COM	⁶ Well Number 73H		
⁷ OGRID No. 16696			perator Name Y USA INC.	⁹ Elevation 3157.2'		

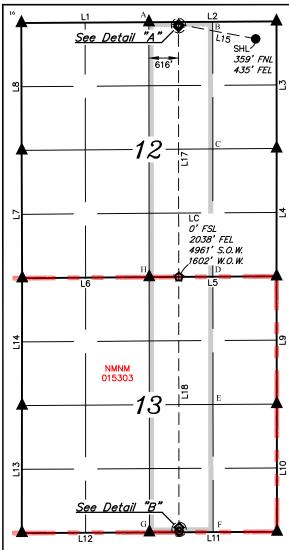
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	12	25S	29E		359	NORTH	435	EAST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no. O	Section 13		Township 25S	Range 29E	Lot Idn	Fee	et from the 20	North/South line SOUTH	Feet from the 2042	East/West line EAST	County EDDY
12 Dedicated Acre 320	es	¹³ Jo	int or Infill	14 Conso	olidation Code		15 Order 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.



Detail "A"

No Scale

Section Line

^{IL} FEL ❖

9

ŶFTP

白 100' FNL ' 2042' FEL

2042' FEL

BHL 2042' FEL

Section Line -

_ <u>L</u>15

KOP 50' FNL

LINE TABLE							
LINE	DIRECTION	LENGTH					
L1	S89°37'24"W	2657.23'					
L2	S89°39'34"W	2658.17					
L3	N00°04'46"W	2646.95					
L4	N00°02'30"E	2662.95'					
L5	S89°37'52"W	2654.54'					
L6	S89°30'00"W	2646.75					
L7	N0010'06"W	2662.50'					
L8	N0010'27"W	2654.36'					
L9	N00°06'33"W	2661.12					
L10	N00°05'17"W	2660.88'					
L11	S89°43'54"W	2658.35'					
L12	S89°43'46"W	2657.66'					
L13	N00°03'31"E	2654.12'					
L14	N00°03'48"E	2652.67'					
L15	N79*26'04"W	1634.91					
L16	S00°04'46"E	50.00'					
L17	S00°03'30"E	5210.90'					
L18	S00°03'30"E	5218.43'					
L19	S00°05'17"E	80.00'					

HSU COORDINATES									
	NAD 27 N.	M. STATE	NAD 83 N.M. STATE						
	PLANE, EA	ST ZONE	PLANE, E	AST ZONE					
POINT	NORTHING	EASTING	NORTHING	EASTING					
A	419196.70'	622491.58'	419255.09'	663676.24'					
В	419210.15'	623820.32'	419268.54'	665004.98'					
С	416561.55'	623834.48'	416619.89'	665019.22'					
D	413900.86'	623845.90'	413959.14'	665030.72'					
E	411240.99'	623860.81'	411299.22'	665045.70'					
F	408582.48'	623875.22'	408640.64'	665060.18'					
G	408570.70'	622546.39'	408628.87'	663731.34'					
11	412006 77!	622519.00	412045 051	662702.901					

NOTE

Distances referenced on plat to section lines are perpendicular. Basis of Bearings is a Transverse Mercator P Central Meridian of W103°53'00" (NAD 83)



DRAWN BY: D.M.C. 09-06-23

NAD 27 (KICK OFF POINT)

NAD 83 (SURFACE HOLE LOCATION)
LATITUDE = 32°09'03.76" (32.151045°)
LONGITUDE = -103°55'51.03" (-103.930842°)
NAD 27 (SURFACE HOLE LOCATION)
LATITUDE = 32°09'03.32" (32.150921°)
LONGITUDE = -103°55'49.29" (-103.930357°)
STATE PLANE NAD 83 (N.M. EAST)
N: 418918.34' E: 665900.61'
STATE PLANE NAD 27 (N.M. EAST)
N: 418859.96' E: 624715.93'
NAD 83 (LEASE CROSSING)
LATITUDE = 32°08'14.67" (32.137408°)
I ONGITUDE = 102°56'00 62" (102 026008°)

NAD 83 (LEASE CROSSING)
LATITUDE = 32°08'14.67" (32.137408°)
LONGITUDE = -103°56'09.63" (-103.936008°)
NAD 27 (LEASE CROSSING)
LATITUDE = 32°08'14.22" (32.137284°)
LONGITUDE = -103°56'07.89" (-103.935524°)
STATE PLANE NAD 83 (N.M. EAST)
N: 413951.59' E: 664319.85'
STATE PLANE NAD 27 (N.M. EAST)
N: 413893.31' E: 623135.04'

STATE PLANE NAD 83 (N.M. EAST)
N: 419211.34' E: 664292.51'
STATE PLANE NAD 27 (N.M. EAST)
N: 419152.94' E: 623107.85'
NAD 83 (LAST TAKE POINT)
LATITUDE = 32°07'23.04" (32.123066°)
LONGITUDE = -103°56'09.54" (-103.935983°)
NAD 27 (LAST TAKE POINT)
LATITUDE = 32°07'22.59" (32.122942°)
LONGITUDE = -103°56'07.80" (-103.935499°)
STATE PLANE NAD 83 (N.M. EAST)
N: 408734.31' E: 664346.95'
STATE PLANE NAD 27 (N.M. EAST)

NAD 83 (KICK OFF POINT) LATITUDE = 32°09'06.72" (32.151867°) LONGITUDE = -103°56'09.72" (-103.936034°

LONGITUDE = -103°56'07.98" (-103.935549°

32°09'06.28" (32.151743°)

¹⁷OPERATOR 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 right to drill this well at this location mursuant. right to drill this well at this location pursuant to a contract with an owner of such a mineral 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.

12/7/2023

STEPHEN JANACEK

STEPHEN_JANACEK@OXY.COM

E-mail Address

18 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.

August 10, 2023

Date of Survey Signature and Seal of Professional Surveyor:



Certificate Number

= SURFACE HOLE LOCATION

= KICK OFF POINT/TAKE POINTS

= LEASE CROSSING = BOTTOM HOLE LOCATION

= SECTION CORNER LOCATED

△ = SECTION CORNER
RE-ESTABLISHED
(Not Set on Ground.)
== LEASE LINE
== HORIZONTAL SPACING UNIT
S.O.W. = SOUTH OF WELL
W.O.W. = WEST OF WELL

NAD 83 (FIRST TAKE POINT) LATITUDE = 32°09'06.23" (32.151729°) LONGITUDE = -103°56'09.72" (-103.936034°)

NAD 27 (FIRST TAKE POINT) LATITUDE = 32°09'05.78" (32.151606°) LONGITUDE = -103°56'07.98" (-103.935 LONGITUDE = -103°56'07.98" (-103.935 STATE PLANE NAD 83 (N.M. EAST)

STATE PLANE NAD 27 (N.M. EAST)

NAD 83 (BOTTOM HOLE LOCATION) LATITUDE = 32°07'22.25" (32.122846°) LONGITUDE = -103°56'09.54" (-103.9359

NAD 27 (BOTTOM HOLE LOCATION)
LATITUDE = 32°07'21.80" (32.122722°)
LONGITUDE = -103°56'07.80" (-103.935499°)

STATE PLANE NAD 83 (N.M. EAST) N: 408654.32' E: 664347.41'

STATE PLANE NAD 27 (N.M. EAST)

<u>Detail "B"</u> No Scale Released to Imaging: 5/30/2024 5:10:09 PM <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 District III
1000 Rio Brazos Road, Aztec, NM 87410
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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

XXX AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

		WEEL LOCATION AND	D REIGHT BEDIEFTION LETT	
¹ API Number 30-015-47204		² Pool Code 96473		
⁴ Property Code			roperty Name RGE 12-13 FED COM	⁶ Well Number 74H
⁷ OGRID No. 16696			perator Name Y USA INC.	⁹ Elevation 3157.3'

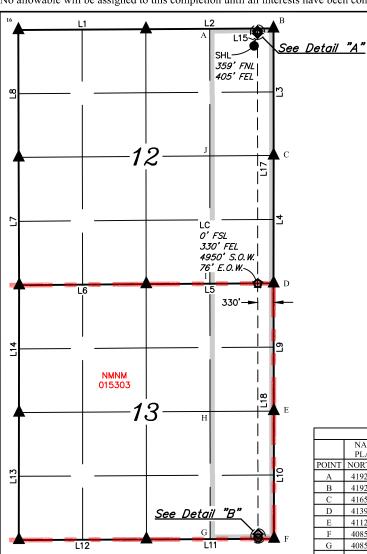
¹⁰ Surface Location

ı	UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
- [A	12	25S	29E	200 1411	359	NORTH	405	EAST	EDDY

"Bottom Hole Location If Different From Surface

UL or lot no. P	Secti 13	٦l	Township 25S	Range 29E	Lot Idn	Fe	eet from the 20	North/South line SOUTH	Feet from the 334	East/West line EAST	County EDDY
12 Dedicated Acre 320	es	¹³ Jo	oint or Infill	14 Conso	olidation Code		15 Order 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.



LINE TABLE								
LINE	DIRECTION	LENGTH						
L1	S89°37'24"W	2657.23'						
L2	S89°39'34"W	2658.17'						
L3	N00°04'46"W	2646.95						
L4	N00°02'30"E	2662.95						
L5	S89°37'52"W	2654.54						
L6	S89°30'00"W	2646.75						
L7	N00°10'06"W	2662.50'						
L8	N00°10'27"W	2654.36						
L9	N00°06'33"W	2661.12'						
L10	N00°05'17"W	2660.88						
L11	S89°43'54"W	2658.35'						
L12	S89°43'46"W	2657.66						
L13	N00°03'31"E	2654.12'						
L14	N00°03'48"E	2652.67						
L15	N12*52'13"E	317.83'						
L16	S00°04'46"E	50.00'						
L17	S00°03'30"E	5210.05						
L18	S00°03'30"E	5221.43'						
L19	S00°05'17"E	80.00'						

HSU COORDINATES									
	NAD 27 N.		NAD 83 N.M. STATE						
	PLANE, EA	ST ZONE	PLANE, E	AST ZONE					
POINT	NORTHING	EASTING	NORTHING	EASTING					
Α	419210.15'	623820.32'	419268.54'	665004.98'					
В	419223.60'	625149.05'	419281.99'	666333.73'					
С	416577.29'	625163.70'	416635.62'	666348.45'					
D	413914.95'	625172.81'	413973.23'	666357.64'					
E	411254.49'	625188.92'	411312.71'	666373.83'					
F	408594.25'	625204.05'	408652.42'	666389.03'					
G	408582.48'	623875.22'	408640.64'	665060.18'					
Н	411240.99'	623860.81'	411299.22'	665045.70'					
I	413900.86'	623845.90'	413959.14'	665030.72'					
Ī	416561 55'	623834 48'	416619 89'	665019 22'					

Detail "A" Section Line No Scale KOP 5) **\$**FTP | 100' FNL | 334' FEL TI TP ∞ | 100' FSL 334' FEL BHL 20' FSL **6**334, FEL Section Line

Distances referenced on plat to

section lines are perpendicular.
Basis of Bearings is a Transverse
Mercator Projection with a Central
Meridian of W103°53'00" (NAD 83)

NAD 83 (SURFACE HOLE LOCATION) LATITUDE = 32°09'03.76" (32.151045°) LONGITUDE = -103°55'50.68" (-103.930745°

NAD 27 (SURFACE HOLE LOCATION)

LATITUDE = 32°09'03.32" (32.150921°)

STATE PLANE NAD 83 (N.M. EAST)



DRAWN BY: D.M.C. 09-06-23

NAD 27 (KICK OFF POINT)

NAD 83 (KICK OFF POINT)

LATITUDE = 32°09'06.83" (32.151897°)

LONGITUDE = -103°55'49.86" (-103.930516°

LATITUDE = 32°09'06.38" (32.151773°)

LONGITUDE = -103°55'48.11" (-103.93' STATE PLANE NAD 83 (N.M. EAST)

: 418918.55' E: 665930.60'	N: 419228.62' E: 666000.09'
ΓATE PLANE NAD 27 (N.M. EAST)	STATE PLANE NAD 27 (N.M. EAST)
: 418860.17' E: 624745.92'	N: 419170.23' E: 624815.41'
AD 83 (LEASE CROSSING)	NAD 83 (LAST TAKE POINT)
ATITUDE = 32°08'14.79" (32.137441°)	LATITUDE = 32°07'23.13" (32.123090°)
ONGITUDE = -103°55'49.77" (-103.930492°)	LONGITUDE = -103°55'49.68" (-103.930467°)
AD 27 (LEASE CROSSING)	NAD 27 (LAST TAKE POINT)
ATITUDE = 32°08'14.34" (32.137317°)	LATITUDE = 32°07'22.68" (32.122966°)
ONGITUDE = -103°55'48.03" (-103.930008°)	LONGITUDE = -103°55'47.94" (-103.929984°)
FATE PLANE NAD 83 (N.M. EAST)	STATE PLANE NAD 83 (N.M. EAST)
: 413969.72' E: 666027.43'	N: 408749.44' E: 666054.54'
FATE PLANE NAD 27 (N.M. EAST)	STATE PLANE NAD 27 (N.M. EAST)
: 413911.44' E: 624842.60'	N: 408691.27' E: 624869.57'

¹⁷OPERATOR 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 drift this well at this location pursuant. right to drill this well at this location pursuant to a contract with an owner of such a mineral 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.

12/7/2023 Date

STEPHEN JANACEK

Printed Name

STEPHEN_JANACEK@OXY.COM

E-mail Address

18 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.

August 10, 2023

Date of Survey

Signature and Seal of Professional Surveyor:



= SURFACE HOLE LOCATION = KICK OFF POINT/TAKE POINTS

◆ = LEASE CROSSING = BOTTOM HOLE LOCATION

= SECTION CORNER LOCATED

∴ = SECTION CORNER

RE-ESTABLISHED
(Not Set on Ground.)

= LEASE LINE
= HORIZONTAL SPACING UNIT
S.O.W. = SOUTH OF WELL
E.O.W. = EAST OF WELL

NAD 83 (FIRST TAKE POINT) LATITUDE = 32°09'06.33" (32.151759°) LONGITUDE = -103°55'49.86" (-103.930516°) NAD 27 (FIRST TAKE POINT)

LATITUDE = 32°09'05.89" (32.151636°) LONGITUDE = -103°55'48.11" (-103.930 STATE PLANE NAD 83 (N.M. EAST)

STATE PLANE NAD 27 (N.M. EAST)

NAD 83 (BOTTOM HOLE LOCATION) LATITUDE = 32°07'22.33" (32.122870°) LONGITUDE = -103°55'49.68" (-103.9304

NAD 27 (BOTTOM HOLE LOCATION)
LATITUDE = 32°07'21.89" (32.122746°)
LONGITUDE = -103°55'47.94" (-103.929983°)

STATE PLANE NAD 83 (N.M. EAST)

N: 408669.45' E: 666055.00'

STATE PLANE NAD 27 (N.M. EAST)

<u>Detail "B'</u>

ST

District I 625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 NSTRICT 11 811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720

District III 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 District IV 1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

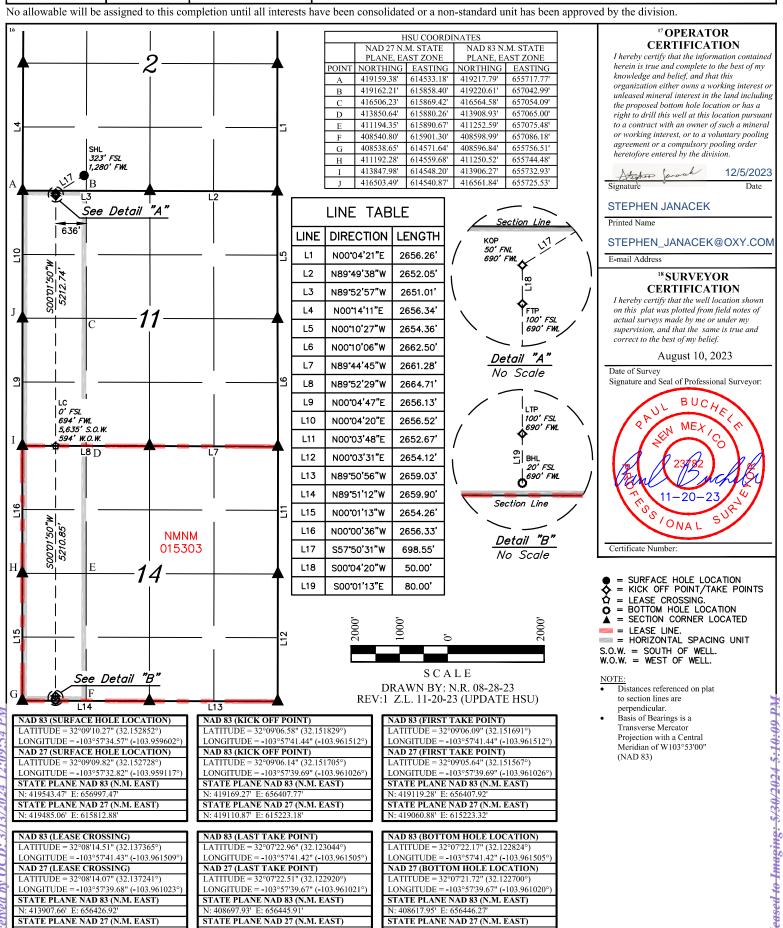
¹ API Number 30-015-48019	r	96473 ² Pool Code	PIERCE CROSS; BONE PSRING , Pool Name	
⁴ Property Code			roperty Name UFF 11-14 FED COM	⁶ Well Number 22H
⁷ OGRID No.			perator Name Y USA INC.	⁹ Elevation 3050.2'
-				

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	2	25S	29E		323	SOUTH	1280	WEST	EDDY

"Bottom Hole Location If Different From Surface

UL or lot no. M	Section 14	n	Township 25S	Range 29E	Lot Idn	F	eet from the 20	North/South line SOUTH	Feet from the 690	East/West line WEST	County EDDY
12 Dedicated Acre 320	es	¹³ Joint or Infill		¹⁴ Conso	lidation Code		¹⁵ Order No.				



NAD 83 (SURFACE HOLE LOCATION) LATITUDE = 32°09'10.27" (32.152852°) LONGITUDE = -103°57'34.57" (-103.959

NAD 27 (SURFACE HOLE LOCATION) LATITUDE = 32°09'09.82" (32.152728°) LONGITUDE = -103°57'32.82" (-103.959117°) STATE PLANE NAD 83 (N.M. EAST)

LATITUDE = 32°08'14.51" (32.137365°) LONGITUDE = -103°57'41.43" (-103.961509°)

NAD 27 (LEASE CROSSING)
LATITUDE = 32°08'14.07" (32.137241°)
LONGITUDE = -103°57'39.68" (-103.961023°)

STATE PLANE NAD 83 (N.M. EAST)
N: 413907.66' E: 656426.92'
STATE PLANE NAD 27 (N.M. EAST)

STATE PLANE NAD 27 (N.M. EAST)

NAD 83 (LEASE CROSSING

N: 413849.36' E: 615242.19

NAD 83 (KICK OFF POINT)

NAD 83 (KICK OFF POINT)

LATITUDE = 32°07'22.96" (32.123044°) LONGITUDE = -103°57'41.42" (-103.961505°)

LATITUDE = 32°09'06.58" (32.151829°) LONGITUDE = -103°57'41.44" (-103.961512°)

LATITUDE = 32°09'06.14" (32.151705°) LONGITUDE = -103°57'39.69" (-103.961026°)

STATE PLANE NAD 83 (N.M. EAST)

STATE PLANE NAD 27 (N.M. EAST)

NAD 27 (LAST TAKE POINT)

LATITUDE = 32°07'22.51" (32.122920°)

LONGITUDE = -103°57'39.67" (-103.961021°) STATE PLANE NAD 83 (N.M. EAST)

N: 408697.93° E: 656445.91° STATE PLANE NAD 27 (N.M. EAST)

NAD 83 (BOTTOM HOLE LOCATION) LATITUDE = 32°07'22.17" (32.122824°) LONGITUDE = -103°57'41.42" (-103.961 NAD 27 (BOTTOM HOLE LOCATION)

LATITUDE = 32°07'21.72" (32.122700°)

LONGITUDE = -103°57'39.67" (-103.961020°) STATE PLANE NAD 83 (N.M. EAST) N: 408617.95' E: 656446.27' STATE PLANE NAD 27 (N.M. EAST)

N: 408559.76' E: 615261.40

STATE PLANE NAD 27 (N.M. EAST)

NAD 83 (FIRST TAKE POINT)

LATITUDE = 32°09'06.09" (32.151691°) LONGITUDE = -103°57'41.44" (-103.961512°)

NAD 27 (FIRST TAKE POINT)
LATITUDE = 32°09'05.64" (32.151567°)
LONGITUDE = -103°57'39.69" (-103.961026°)
STATE PLANE NAD 83 (N.M. EAST)

- perpendicular.
 Basis of Bearings is a
 Transverse Mercator Projection with a Central Meridian of W103°53'00' (NAD 83)

District I 625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 11 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720

District III 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 District IV 1220 S. St. Francis Dr., Santa Fe, NM 87505

Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

XXXAMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

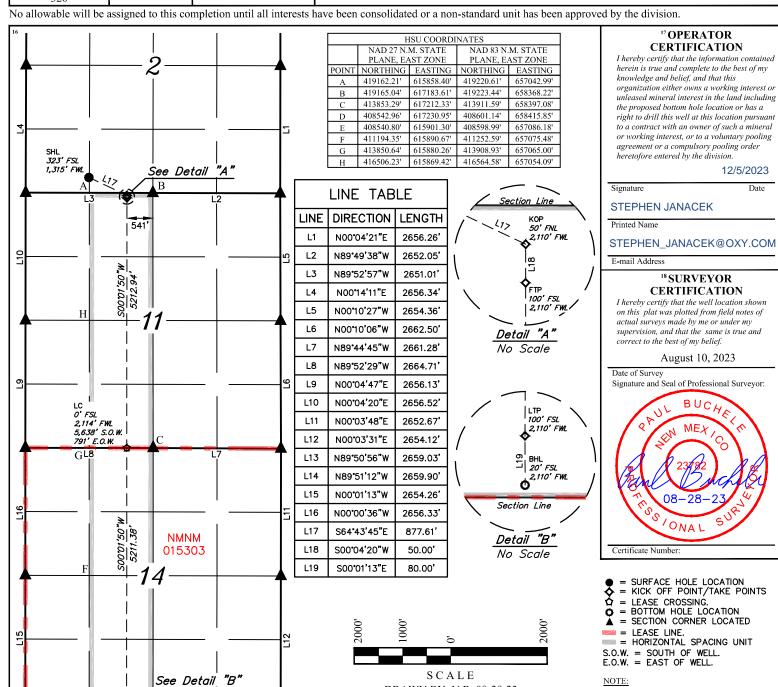
_		WEEL LOCATION I	IND MCKEMOE DEDICATION I DATI				
	¹ API Number 30-015-48020	² Pool Code 96473	PIERCE CROSSING; BONE SPRING, EAST				
Γ	4 Property Code	5 Pr	operty Name	6 Well Number			
		CORRAL BL	UFF 11-14 FED COM	23H			
ſ	⁷ OGRID №. 16696	8 OI	perator Name	9 Elevation			
	10090	OX	Y USA INC.	3050.6'			

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	2	25S	29E		323	SOUTH	1315	WEST	EDDY

"Bottom Hole Location If Different From Surface

UL or lot no. N	Secti 14	ion 4	Township 25S	Range 29E	Lot Idn	Feet from the 20	North/South line SOUTH	Feet from the 2110	East/West line WEST	County EDDY
12 Dedicated Acres 13 Joint or Infill 320		14 Conso	lidation Code	15 Order No.						



NAD 83 (SURFACE HOLE LOCATION) LATITUDE = 32°09'10.27" (32.152851°) LONGITUDE = -103°57'34.16" (-103.959489°)

L14

.D

NAD 27 (SURFACE HOLE LOCATION) LATITUDE = 32°09'09.82" (32.152728°) LONGITUDE = -103°57'32.41" (-103.959003°) STATE PLANE NAD 83 (N.M. EAST)

NAD 27 (LEASE CROSSING) LATITUDE = 32°08'14.05" (32.137235°) LONGITUDE = -103°57'23.17" (-103.956437°

STATE PLANE NAD 83 (N.M. EAST)

N: 413910.49' E: 657846.63'
STATE PLANE NAD 27 (N.M. EAST)

STATE PLANE NAD 27 (N.M. EAST)

NAD 83 (LEASE CROSSING)

N: 413852.20' E: 616661.88

NAD 83 (LAST TAKE POINT) LATITUDE = 32°08'14.49" (32.137359°) LONGITUDE = -103°57'24.92" (-103.956922°

NAD 83 (KICK OFF POINT)

NAD 83 (KICK OFF POINT)

LATITUDE = 32°09'06.56" (32.151823°) LONGITUDE = -103°57'24.93" (-103.956924°)

LATITUDE = 32°09'06.12" (32.151700°) LONGITUDE = -103°57'23.18" (-103.956439°)

STATE PLANE NAD 83 (N.M. EAST)

STATE PLANE NAD 27 (N.M. EAST)

L13

LATITUDE = 32°07'22.93" (32.123036°) LONGITUDE = -103°57'24.91" (-103.956919°) NAD 27 (LAST TAKE POINT)

LATITUDE = 32°07'22.48" (32.122912°)

LONGITUDE = -103°57'23.17" (-103.956435°) STATE PLANE NAD 83 (N.M. EAST)

STATE PLANE NAD 27 (N.M. EAST)

N: 408642.04' E: 616680.7

NAD 83 (BOTTOM HOLE LOCATION) LATITUDE = 32°07'22.14" (32.122817° LONGITUDE = -103°57'24.91" (-103.95 NAD 27 (BOTTOM HOLE LOCATION)

LATITUDE = 32°07'21.69" (32.122693°)

LONGITUDE = -103°57'23.16" (-103.956435°) STATE PLANE NAD 83 (N.M. EAST) N: 408620.25' E: 657865.98' STATE PLANE NAD 27 (N.M. EAST)

N: 408562.06' E: 616681.09

DRAWN BY: N.R. 08-28-23

REV:1 Z.L. 11-20-23 (UPDATE HSU)

NAD 83 (FIRST TAKE POINT)

LATITUDE = 32°09'06.07" (32.151686°) LONGITUDE = -103°57'24.93" (-103.956924°)

NAD 27 (FIRST TAKE POINT)
LATITUDE = 32°09'05.62" (32.151562°)
LONGITUDE = -103°57'23.18" (-103.956439°)

LONGITUDE = -103°57'23.18" (-103.956 STATE PLANE NAD 83 (N.M. EAST)

STATE PLANE NAD 27 (N.M. EAST)

- Distances referenced on plat to section lines are
- perpendicular.
 Basis of Bearings is a
 Transverse Mercator Projection with a Central Meridian of W103°53'00' (NAD 83)

Phone: (575) 748-1283 Fax: (575) 748-9720 District III 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 District IV 1220 S. St. Francis Dr., Santa Fe, NM 87505

Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

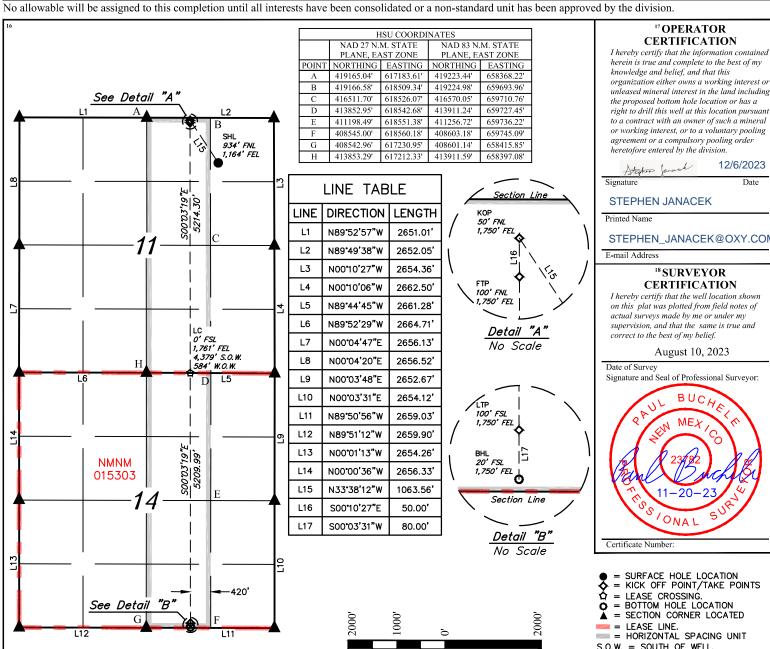
		WELL LOCATION A	AND ACKEAGE DEDICATION LEAT	
¹ API Number 30-015-48884	•	² Pool Code 96473	PIERCE CROSSING; BONE SPRING! 발생당	
⁴ Property Code			operty Name UFF 11-14 FED COM	⁶ Well Number 25H
⁷ OGRID No. 16696		•	ocrator Name Y USA INC.	9 Elevation 3078.2'

¹⁰ Surface Location

Г	UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
۱	A	11	25S	29E	Dot run	934	NORTH	1164	EAST	EDDY

"Bottom Hole Location If Different From Surface

UL or lot no. O	Section 14	n	Township 25S	Range 29E	Lot Idn	F	eet from the 20	North/South line SOUTH	Feet from the 1750	East/West line EAST	County EDDY
12 Dedicated Acre 320	es	¹³ Joi	int or Infill	¹⁴ Conso	lidation Code		¹⁵ Order No.				



SCALE DRAWN BY: N.R. 08-30-23 REV:1 Z.L. 11-20-23 (UPDATE HSU)

NAD 83 (FIRST TAKE POINT)

NAD 83 (SURFACE HOLE LOCATION)	
LATITUDE = 32°08'57.78" (32.149383°)	
LONGITUDE = -103°57'01.29" (-103.950357°)
NAD 27 (SURFACE HOLE LOCATION)	
LATITUDE = 32°08'57.33" (32.149259°)	
LONGITUDE = -103°56'59.54" (-103.949872°)
STATE PLANE NAD 83 (N.M. EAST)	
N: 418291.67' E: 659863.11'	
STATE PLANE NAD 27 (N.M. FAST)	

NAD 83 (LEASE CROSSING)
LATITUDE = 32°08'14.45" (32.137347°)
LONGITUDE = -103°57'08.04" (-103.952234°
NAD 27 (LEASE CROSSING)
LATITUDE = 32°08'14.00" (32.137224°)
LONGITUDE - 102057104 2011 / 102 0517500

N: 418233.29' E: 618678.46'

N: 413853.06' E: 618112.82

STATE PLANE NAD 83 (N.M. EAST) N: 413911.35' E: 659297.59'
STATE PLANE NAD 27 (N.M. EAST)

NAD 83 (LAST TAKE POINT) LATITUDE = 32°07'22.90" (32.123029°) LONGITUDE = -103°57'07.95" (-103.95 ' (-103.952207° NAD 27 (LAST TAKE POINT) LATITUDE = 32°07'22.46" (32.122905°) LONGITUDE = -103°57'06.20" (-103.951723°) STATE PLANE NAD 83 (N.M. EAST) STATE PLANE NAD 27 (N.M. EAST) : 408644.33' E: 618139.4

NAD 83 (KICK OFF POINT)

LATITUDE = 32°09'06.54" (32.151815°) LONGITUDE = -103°57'08.14" (-103.952262°)

NAD 27 (KICK OFF POINT) LATITUDE = 32°09'06.09" (32.151692°) LONGITUDE = -103°57'06.40" (-103.951777°)

STATE PLANE NAD 83 (N.M. EAST) N: 419174 501 E: 650270 101

STATE PLANE NAD 27 (N.M. EAST)

LATITUDE = 32°09'06.04" (32.151678°) LONGITUDE = -103°57'08.14" (-103.952261°) NAD 27 (FIRST TAKE POINT) LATITUDE = 32°09'05.60" (32.151554°) LONGITUDE = -103°57'06.39" (-103.951776°) LONGITUDE = -103°57'06.39" (-103.95) STATE PLANE NAD 83 (N.M. EAST) STATE PLANE NAD 27 (N.M. EAST) NAD 83 (BOTTOM HOLE LOCATION)

LATITUDE = 32°07'22.11" (32.122809° LONGITUDE = -103°57'07.95" (-103.95 NAD 27 (BOTTOM HOLE LOCATION)

LATITUDE = 32°07'21.67" (32.122685°)

LONGITUDE = -103°57'06.20" (-103.951723°) STATE PLANE NAD 83 (N.M. EAST) N: 408622.53° E: 659324.63°

STATE PLANE NAD 27 (N.M. EAST) N: 408564.35' E: 618139.7

S.O.W. = SOUTH OF WELL. W.O.W. = WEST OF WELL.

NOTE

Distances referenced on plat to section lines are

perpendicular.
Basis of Bearings is a
Transverse Mercator Projection with a Central Meridian of W103°53'00' (NAD 83)

District III 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 District IV 1220 S. St. Francis Dr., Santa Fe, NM 87505

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

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

XXX AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

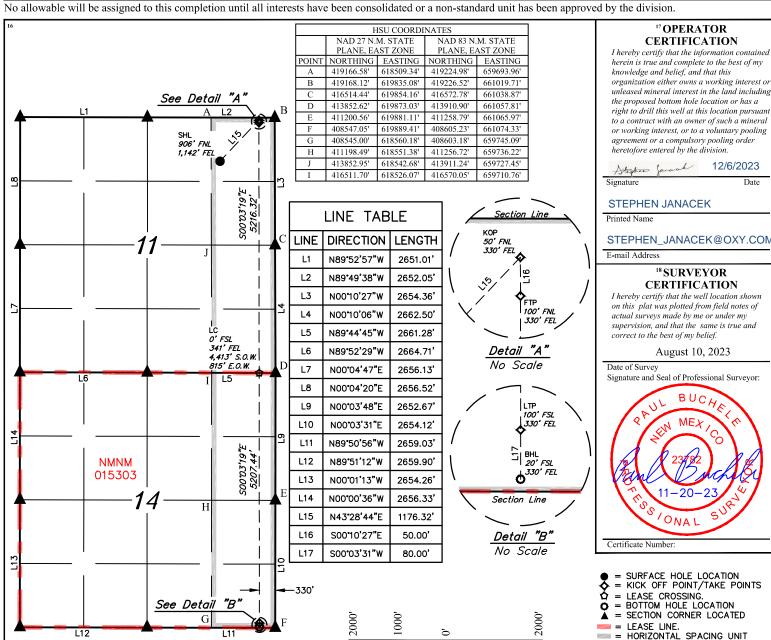
WEEL EOCHTION AND MERENGE DEDICATION LEAT							
30-015-48876 96473 ²		96473 ² Pool Code	PIERCE CROSSING; BONE SPRING, EAST				
⁴ Property Code			operty Name UFF 11-14 FED COM	⁶ Well Number 26H			
⁷ OGRID №. 16696			perator Name Y USA INC.	⁹ Elevation 3076.8'			

¹⁰ Surface Location

۱	UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
	A	11	25S	29E		906	NORTH	1142	EAST	EDDY

"Bottom Hole Location If Different From Surface

UL or lot no. P	Sectio 14	n	Township 25S	Range 29E	Lot Idn	F	eet from the 20	North/South line SOUTH	Feet from the 330	East/West line EAST	County EDDY
12 Dedicated Acre 320	es	¹³ Joi	int or Infill	¹⁴ Conso	lidation Code		¹⁵ Order No.				



SCALE DRAWN BY: N.R. 08-30-23 REV:1 Z.L. 11-20-23 (UPDATE HSU)

NAD 83 (SURFACE HOLE LOCATION)
LATITUDE = 32°08'58.05" (32.149459°)
LONGITUDE = -103°57'01.04" (-103.950288°)
NAD 27 (SURFACE HOLE LOCATION)
LATITUDE = 32°08'57.61" (32.149335°)
LONGITUDE = -103°56'59.29" (-103.949802°)
STATE PLANE NAD 83 (N.M. EAST)
N: 418319.38' E: 659884.47'
STATE PLANE NAD 27 (N.M. EAST)
N: 418261.00' E: 618699.82'

NAD 83 (LEASE CROSSING)
LATITUDE = 32°08'14.40" (32.137332°)
LONGITUDE = -103°56'51.53" (-103.947648°)
NAD 27 (LEASE CROSSING)
LATITUDE = 32°08'13.95" (32.137209°)

-103°56'49.79" (-103.947163°) LONGITUDE STATE PLANE NAD 83 (N.M. EAST)
N: 413910.99' E: 660717.32'
STATE PLANE NAD 27 (N.M. EAST)

N: 413852.70' E: 619532.54

NAD 83 (LAST TAKE POINT) LATITUDE = 32°07'22.87" (32.123021°) LONGITUDE = -103°56'51.44" (-103.94' (-103.947621°) NAD 27 (LAST TAKE POINT) LATITUDE = 32°07'22.43" (32.122897°) LONGITUDE = -103°56'49.69" (-103.947137°) STATE PLANE NAD 83 (N.M. EAST) N: 408704.70' E: 660744.08' N: 408704.70' E: 660744.08'

STATE PLANE NAD 27 (N.M. EAST)

: 408646.52' E: 619559.16

NAD 83 (KICK OFF POINT)

LATITUDE = 32°09'06.50" (32.151806°) LONGITUDE = -103°56'51.63" (-103.947675°)

NAD 27 (KICK OFF POINT) LATITUDE = 32°09'06.06" (32.151682°) LONGITUDE = -103°56'49.88" (-103.947189°)

STATE PLANE NAD 83 (N.M. EAST) STATE PLANE NAD 27 (N.M. EAST)

NAD 83 (FIRST TAKE POINT) LATITUDE = 32°09'06.01" (32.151669°) LONGITUDE = -103°56'51.63" (-103.947674°) NAD 27 (FIRST TAKE POINT) LATITUDE = 32°09'05.56" (32.151545°) LONGITUDE = -103°56'49.88" (-103.947189°) LONGITUDE = -103°56'49.88" (-103.94, STATE PLANE NAD 83 (N.M. EAST) STATE PLANE NAD 27 (N.M. EAST)

NAD 83 (BOTTOM HOLE LOCATION) LATITUDE = 32°07'22.08" (32.122801° LONGITUDE = -103°56'51.44" (-103.94 NAD 27 (BOTTOM HOLE LOCATION)

LATITUDE = 32°07'21.64" (32.122677°)

LONGITUDE = -103°56'49.69" (-103.947137°) STATE PLANE NAD 83 (N.M. EAST) N: 408624.72' E: 660744.34'

STATE PLANE NAD 27 (N.M. EAST) N: 408566.54' E: 619559.41

S.O.W. = SOUTH OF WELL. E.O.W. = EAST OF WELL.

NOTE

- Distances referenced on plat to section lines are
- perpendicular.
 Basis of Bearings is a
 Transverse Mercator Projection with a Central Meridian of W103°53'00' (NAD 83)

MAILED 03/12/24

To Company Name	To Name	To Address Line 1	To City	To State	To ZIP	TRACKING NUMBER
	CHAD BARBE	PO BOX 2107	ROSWELL	NM	88202	_9414811898765407396255
	MAVROS MINERALS II LLC	PO BOX 50820	MIDLAND	TX	79710	_9414811898765407396262
	MCMULLEN MINERALS LLC	PO BOX 470857	FORT WORTH	TX	76147	_9414811898765407396224
PARTNERSHIP II LLC	MSH FAMILY REAL ESTATE	4143 MAPLE AVE SUITE 500	DALLAS	TX	75219	_9414811898765407396248
	OAK VALLEY MINERAL & LAND LP	P O BOX 50820	MIDLAND	TX	79710	_9414811898765407396286
	PEGASUS RESOURCES LLC	PO BOX 733980	DALLAS	TX	75373	_9414811898765407396231
	SITIO PERMIAN LLC	1401 LAWRENCE ST STE 1750	DENVER	СО	80202	_9414811898765407396279
	SITIO PERMIAN LP	1401 LAWRENCE ST STE 1750	DENVER	СО	80202	_9414811898765407396811
HOLDINGS LP	SMP SIDECAR TITAN MINERAL	4143 MAPLE AVE SUITE 500	DALLAS	TX	75219	_9414811898765407396866
	SMP TITAN FLEX LP	4143 MAPLE AVE SUITE 500	DALLAS	TX	75219	_9414811898765407396828
	SMP TITAN MINERAL HOLDINGS LP	4143 MAPLE AVE SUITE 500	DALLAS	TX	75219	_9414811898765407396804
COMMISSIONER OF PUBLIC LANDS	STATE OF NEW MEXICO	P O BOX 1148	SANTA FE	NM	87504	_9414811898765407396897
	XTO HOLDINGS LLC	PO BOX 840780	DALLAS	TX	75284	_9414811898765407396842
	XTO ROYALTY HOLDINGS LP	22777 SPRINGWOODS VILLAGE PARKWAY	SPRING	TX	77389	_9414811898765407396880
	LRE OPERATING LLC	5847 SAN FELIPE STE 3000	HOUSTON	TX	77057	_9414811898765407422862
	LRR ENERGY LP	5847 SAN FELIPE STE 3000	HOUSTON	TX	77057	_9414811898765407422824

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

March 12, 2024

Re: Request for Lease Surface Commingling, Off-lease Measurement, Sales, & Storage for Oil Production at the Corral Gorge 12-13 Battery

Dear Interest Owner:

This is to advise you that OXY USA INC is filing an application with NMOCD to amend previously approved order CTB-1038A for oil production at the Corral Gorge 12-13 Battery. A copy of the application is attached. This request is for existing and future wells in the lease / communitization agreements and pools in the attached application.

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

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

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

Respectfully,

OXY USA INC Sandra Musallam

Regulatory Engineer

 $Sandra_Musallam@oxy.com$



GANNETT

PO Box 631667 Cincinnati, OH 45263-1667

PROOF OF PUBLICATION

Oxy Usa Inc Attn: Sandra Musullam Oxy Usa Inc 5 Greenway Plaza Ste 110 Houston TX 77046

STATE OF WISCONSIN, COUNTY OF BROWN

The Carlsbad Current Argus, a newspaper published in the city of Carlsbad, Eddy County, State of New Mexico, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

03/03/2024

and that the fees charged are legal. Sworn to and subscribed before on 03/03/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:

\$62.62

Order No:

9903226

of Copies:

Customer No:

1353459

PO #:

CORRAL GORGE OIL

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KATHLEEN ALLEN Notary Public State of Wisconsin

Notice of Application for Surface Commingling

OXY USA INC located at 5 Greenway Plaza, Suite 110 Houston TX 77046 is applying to the NMOCD amend surface commingle permit CTB 1038A for oil production at the Corral located in Eddy Gorge Battery. The facility County in Wells going to the battery are located in Sections 2, 12, 13 and 14 in R29E. Production is from Purple Sage: Wolfthe Pierce Gas and camp Crossing; Bone Spring, East.

Pursuant to Statewide Rule 19.15.12.10, interested parties must file objections or requests for hearing in writing with the division's Santa Fe office within 20 days after publication, or the NMOCD may approve the application.

For questions pertaining to the application, please contact Sandra Musallam at (713) 366-5106. March 3, 2024

CA NMNM106303224 APPROVAL PENDING W/2 SECTIONS 11 & 14

Corral Bluff 11-14 Fed Com 31H-34H, 311H CA

Federal Communitization Agreement

Contract No.	
Commact 190.	

THIS AGREEMENT entered into as of the 1st day of January, 2023, 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 25 South, Range 29 East, N.M.P.M.

Section 11: W/2 Section 14: W/2

Eddy County, New Mexico

Containing **640.00** acres, and this agreement shall include only the **Wolfcamp Formation** underlying said lands and the natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation.

- 2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. The Operator of the communitized area shall be OXY USA INC., 5 Greenway Plaza, Ste. 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 January 1, 2023, 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.

OPERATOR:

OXY USA INC.

(Record Title and Working Interest

Owner)

DATE: 5-16-2023

BY:

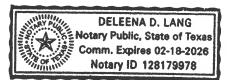
TOTAL TO

LE: Atto

Page 4 of 10

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HARRIS §



Notary Public in and for the State of
My commission expires

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

EOG RESOURCES,	INC.
(Record Title Only)	

DATE: 11 | 28 / 22

BY: ____

NAME: Matthew W Smith TITLE: Agent & Attorney-in Fact

91

ACKNOWLEDGMENT

STATE OF ILXAS

COUNTY OF Miland

) ss.

The foregoing instrument was acknowledged before me on this the 28 day of Member, 2022, by Mathew W Smith, as Just & Attorney in fact of EOG RESOURCES, INC., a Delaure Comparation, on behalf of said Longitude.

TRACY JORDAN

Notary Public, State of Texas

Comm. Expires 10-17-2023

Notary ID 132215654

Notary Public in and for the State of 1000

Ay commission expires 10 17 23

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

XTO HOLDINGS, LLC (Record Title and Working Interest Owner)

DATE: 5-210-23	BY:
	NAME: Argic Repkon
	TITLE: Commercial and band manage
	Agent d Attorney in - Fact

ACKNOWLEDGMENT

STATE OF Texas) ss. COUNTY OF Horris)	RUBY MARIÉ DICKERSON NOTARY PUBLIC ID# 131490251 State of Texas Comm. Exp. 12-15-2026
The foregoing instrument was acknowledged	
of XTO HOLDINGS, LLC, a Limited Liability	as Commercial : Land Manager
of XTO HOLDINGS, LLC, a Limited Liability	Company, on behalf

of said Limited Liability Company.

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated January 1, 2023.

Plat of communitized area covering **640.00** acres in Township 25 South, Range 29 East, W/2 of Sections 11 & 14, N.M.P.M., Eddy County, New Mexico

Corral Bluff 11-14 Federal Com 31H (30-015-48021) Corral Bluff 11-14 Federal Com 32H (30-015-48023) Corral Bluff 11-14 Federal Com 33H (30-015-47769) Corral Bluff 11-14 Federal Com 34H (30-015-47770) Corral Bluff 11-14 Federal Com 311H (30-015-48028)

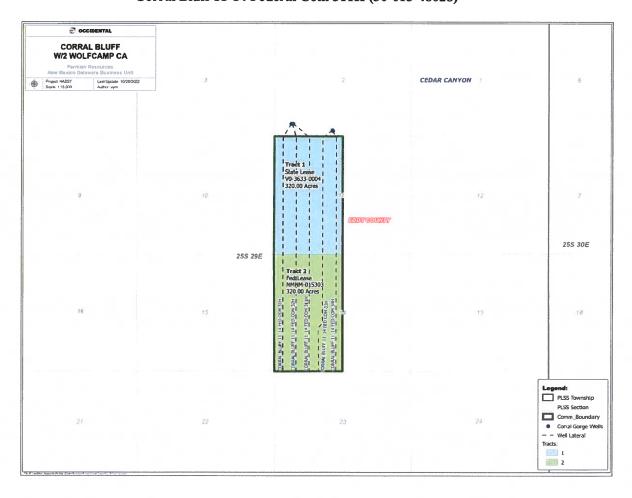


EXHIBIT "B"

To Communitization Agreement Dated January 1, 2023 embracing the following described land in Township 25 South, Range 29 East, W/2 of Sections 11 & 14, N.M.P.M., Eddy County, New Mexico

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial No.:

VO-3633-0004

Description of Land Committed:

Township 25 South, Range 29 East,

N.M.P.M., Section 11: W/2

Number of Acres:

320.00

Lease Owner:

XTO HOLDINGS, LLC

Name and Percent of WI Owners:

XTO HOLDINGS, LLC......80.000000% OXY USA INC.....20.000000%

100.000000%

Tract No. 2

Lease Serial Number:

NMNM-015303

Description of Land Committed:

Township 25 South, Range 29 East,

N.M.P.M., Section 14: W/2

Number of Acres:

320.00

Current Lessee of Record:

EOG RESOURCES, INC.

Name and Percent of WI Owners:

XTO HOLDINGS, LLC......80.000000%

OXY USA INC.....20.000000%

100.000000%

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	320.00	50.000%
_ 2	320.00	50.000%
Total	640.00	100.0000%

CA APPROVAL PENDING W/2 W/2 SECTIONS 11 & 14 BONE SPRING

Corral Bluff 11-14 Fed Com 22H

Federal Communitization Agreement

Contract	No.		

THIS AGREEMENT entered into as of the 1st day of March, 2024, 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 25 South, Range 29 East, NMPM

Section 11: W/2W/2 Section 14: W/2W/2

Eddy County, New Mexico

Containing 320.00 acres, and this agreement shall include only the Bone Spring Formation 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, Texas 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.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes

unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal lease.

- 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.
- The commencement, completion, continued operation, or production of a well or 8. 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 March 1, 2024, 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. <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 (30 C.F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

By:

Date

٧.

Operator/Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §

8 88.

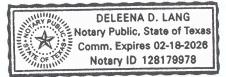
COUNTY OF 14ATT & §

The foregoing instrument was acknowledged before me on this the _______ day of

April , 20 4, by JAMES LANING, Attorney-in-fact of OXY USA INC., a

Delaware corporation, on behalf of said corporation.

(SEAL)



Notary Public in and for the State of
My commission expires

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

4-23-24 Date By:
Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF <u>IEXAS</u> § ss. COUNTY OF <u>HARTYS</u> §

(SEAL)

DELEENA D. LANG
Notary Public, State of Texas
Comm. Expires 02-18-2026
Notary ID 128179978

Notary Public in and for the State of
My commission expires 2-18-26

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

4-1-2024 Date

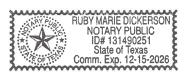
Title: Commercial of Land Manager, Homey-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS § \$ss.

COUNTY OF Horris §

(SEAL)



Notary Public in and for the State of Taxos

My commission expires 12-15-2026

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	G INTEREST OWNERS LESSEES OF RECORD
2 / 12 / 24 Date	JB By: Title: Matthew W Snith
ACKNOWLEDGMENT	
STATE OF ILLAN § \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	
The foregoing instrument was day of February, 20 <u>34</u> , by Matthew Inc., a Delaware Orp, on behalf of s	s acknowledged before me on this the 12 w Smith, Attorney-in-fact of EOG Resources, said lorporature.
TRACY JORDAN Notary Public, State of Texas Comm. Expires 10-17-2027	Notary Public in and for the State of

Comm. Expires 10-17-2027 Notary ID 132215654

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated March 1, 2024.

Plat of communitized area covering **320.00** acres in W/2W/2 Section 11 & 14, Township 25 South, Range 29 East, N.M.P.M., Eddy County, New Mexico.

Corral Bluff 11-14 Fed Com 22H

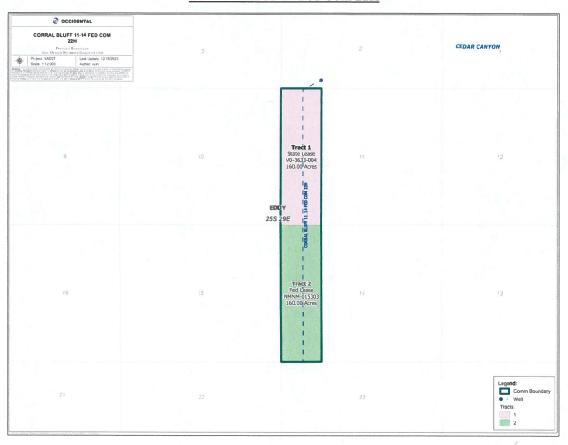


EXHIBIT "B"

To Communitization Agreement dated March 1, 2024 embracing the following described land in W/2W/2 Section 11 & 14, Township 25 South, Range 29 East, N.M.P.M., Eddy County, New Mexico.

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: V0-3633-0004

Description of Land Committed: Township 25 South, Range 29 East,

N.M.P.M., Section 11: W/2W/2

Number of Acres: 160.00

Lease Owner: XTO Holdings, LLC

Name and Percent of WI Owners: OXY USA INC......43.780000%

XTO Holdings, LLC.....<u>56.220000%</u>

100.000000%

Tract No. 2

Lease Serial Number: NMNM 015303

Description of Land Committed: Township 25 South, Range 29 East,

N.M.P.M., Section 14: W/2W/2

Number of Acres: 160.00

Current Lessee of Record: EOG Resources, Inc.

Name and Percent of WI Owners: OXY USA INC......43.780000%

XTO Holdings, LLC.....<u>56.220000%</u>

100.000000%

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	50.0000%
2	160.00	50.0000%
Total	320.00	100.0000%

CA APPROVAL PENDING E/2 W/2 SECTIONS 11 & 14 BONE SPRING

Corral Bluff 11-14 Fed Com 23H

Federal Communitization Agreement

THIS AGREEMENT entered into as of the 1st day of March, 2024, 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 25 South, Range 29 East, NMPM

Section 11: E/2W/2 Section 14: E/2W/2

Eddy County, New Mexico

Containing 320.00 acres, and this agreement shall include only the Bone Spring Formation 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, Texas 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.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes

unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal lease.

- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is March 1, 2024, 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. 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 (30 C.F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

4-23-24 Date Operator

By: Operator/Attorney-in-Fact

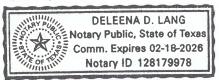
ACKNOWLEDGMENT

STATE OF FXAC § ss COUNTY OF HAVE 6

The foregoing instrument was acknowledged before me on this the _______ day of ______, 20 _____, by <u>JAMES LANING</u>, Attorney-in-fact of <u>OXY USA INC.</u>, a

Delaware corporation, on behalf of said corporation.

(SEAL)



Notary Public in and for the State of Texas

My commission expires 2-18-26

WORKING INTEREST OWNERS

AND/OR LESSEES OF RECORD

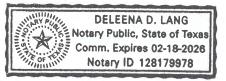
4-23-24 Date By:

Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF FX PX SSS

(SEAL)



Notary Public in and for the State of My commission expires 2-18-24

WORKING INTEREST OWNERS

AND/OR LESSEES OF RECORD

4-2-2024 Date

Title Commercial & Land Manager: Alternay in Fact

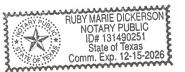
ACKNOWLEDGMENT

STATE OF TEXAS § \$ss.

COUNTY OF Harris §

The foregoing instrument was acknowledged before me on this the <u>2nd</u> day of <u>April</u>, 2024, by <u>Angle Repha</u>, Attorney-in-fact of <u>XTO Holdings</u>, <u>LLC</u>, a <u>limited liability</u>, on behalf of said <u>Company</u>

(SEAL)



Notary Public in and for the State of Toxas

My commission expires 12-15-2026

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	TEREST OWNERS DEES OF RECORD		
Z/12/24 Date JB	By:		
ACKNOWLEDGMENT			
STATE OF PLAN § \$ss. COUNTY OF Milland §	r		
The foregoing instrument was acknown day of February 20 24, by Matthia W. Inc., a Mariou Corp., on behalf of said Co.	owledged before me on this the 12 th Smith, Attorney-in-fact of EOG Resources,		
TRACY JORDAN Notary Public, State of Texas Comm. Expires 10-17-2027 Notary ID 132215654	Notary Public in and for the State of 12103 My commission expires 10-11-2027		

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated March 1, 2024.

Plat of communitized area covering **320.00** acres in E/2W/2 Section 11 & 14, Township 25 South, Range 29 East, N.M.P.M., Eddy County, New Mexico.

Corral Bluff 11-14 Fed Com 23H

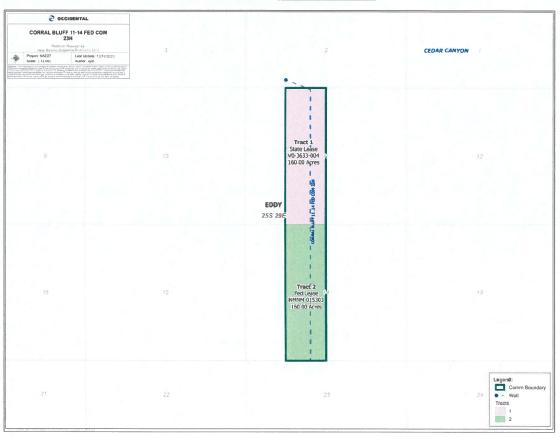


EXHIBIT "B"

To Communitization Agreement dated March 1, 2024 embracing the following described land in E/2W/2 Section 11 & 14, Township 25 South, Range 29 East, N.M.P.M., Eddy County, New Mexico.

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: V0-3633-0004

Description of Land Committed: Township 25 South, Range 29 East,

N.M.P.M., Section 11: E/2W/2

Number of Acres: 160.00

Lease Owner: XTO Holdings, LLC

Name and Percent of WI Owners: OXY USA INC......43.780000%

XTO Holdings, LLC.....<u>56.220000%</u>

100.000000%

Tract No. 2

Lease Serial Number: NMNM 015303

Description of Land Committed: Township 25 South, Range 29 East,

N.M.P.M., Section 14: E/2W/2

Number of Acres: 160.00

Current Lessee of Record: EOG Resources, Inc.

Name and Percent of WI Owners: OXY USA INC......43.780000%

XTO Holdings, LLC.....<u>56.220000%</u>

100.000000%

RECAPITULATION

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

CA APPROVAL PENDING W/2 E/2 SECTIONS 11 & 14 BONE SPRING

Corral Bluff 11-14 Fed Com 25H

Federal Communitization Agreement

Contract No	

THIS AGREEMENT entered into as of the 1st day of March, 2024, 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 25 South, Range 29 East, NMPM

Section 11: W/2E/2 Section 14: W/2E/2

Eddy County, New Mexico

Containing 320.00 acres, and this agreement shall include only the Bone Spring Formation 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, Texas 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.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes

unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal lease.

- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is March 1, 2024, 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. 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 (30 C.F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

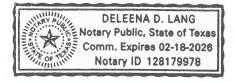
4-93-94 Date By:

Operator Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF <u>EXAC</u> § ss. COUNTY OF HAVY &

(SEAL)



Notary Public in and for the State of My commission expires

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

By:

4-23-24 Date

Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF FXFO \$ \$ss.

COUNTY OF HATELYS \$

(SEAL)

DELEENA D. LANG
Notary Public, State of Texas
Comm. Expires 02-18-2026
Notary ID 128179978

Notary Public in and for the State of My commission expires 2.18.26

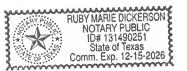
WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

4-2-2024 Date

ACKNOWLEDGMENT

STATE OF Texas § \$ss.
COUNTY OF Harris §

(SEAL)



Notary Public in and for the State of Texas

My commission expires 12-15-2026

	(SEAL)		Tracu
	Notary Pub	CY JORDAN olic, State of Texas opires 10-17-2027 ID 132215654	Notary Public in a My commission ex
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	ORKING INTEREST ND/OR LESSEES OF	/
Z 7 24 Date	5 By: Title: 	Matthew W Shith
	ACKNOWLEDG	MENT
STATE OF Texas COUNTY OF Midland	_\$ §ss. _\$	

The foregoing instrument was acknowledged before me on this the 12th day of February, 20 24, by Motthew W Smith, Attorney-in-fact of EOG Resources, Inc., a Coleman Corp., on behalf of said Corporation

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated March 1, 2024.

Plat of communitized area covering **320.00** acres in W/2E/2 Section 11 & 14, Township 25 South, Range 29 East, N.M.P.M., Eddy County, New Mexico.

Corral Bluff 11-14 Fed Com 25H

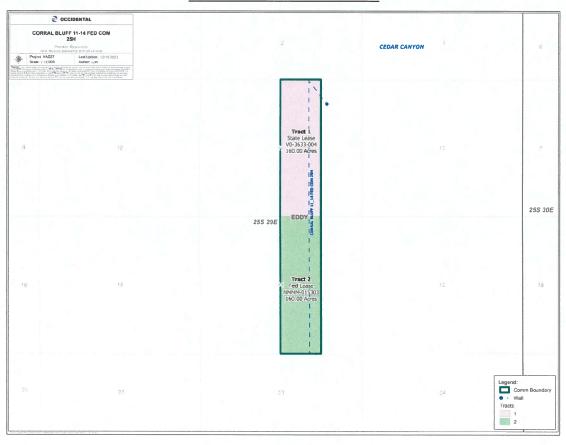


EXHIBIT "B"

To Communitization Agreement dated March 1, 2024 embracing the following described land in W/2E/2 Section 11 & 14, Township 25 South, Range 29 East, N.M.P.M., Eddy County, New Mexico.

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: V0-3633-0004

Description of Land Committed: Township 25 South, Range 29 East,

N.M.P.M., Section 11: W/2E/2

Number of Acres: 160.00

Lease Owner: XTO Holdings, LLC

Name and Percent of WI Owners: OXY USA INC......43.780000%

XTO Holdings, LLC.....<u>56.220000%</u>

100.000000%

Tract No. 2

Lease Serial Number: NMNM 015303

Description of Land Committed: Township 25 South, Range 29 East,

N.M.P.M., Section 14: W/2E/2

Number of Acres: 160.00

Current Lessee of Record: EOG Resources, Inc.

Name and Percent of WI Owners: OXY USA INC.......77.512000%

XTO Holdings, LLC.....22.488000%

100.000000%

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	50.0000%
2	160.00	50.0000%
Total	320.00	100.0000%

CA APPROVAL PENDING E/2 E/2 SECTIONS 11 & 14 BONE SPRING

Corral Bluff 11-14 Fed Com 26H

Federal Communitization Agreement

Contract No.	
Continuet 140.	

THIS AGREEMENT entered into as of the 1st day of March, 2024, 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 25 South, Range 29 East, NMPM

Section 11: E/2E/2 Section 14: E/2E/2

Eddy County, New Mexico

Containing 320.00 acres, and this agreement shall include only the Bone Spring Formation 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, Texas 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.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes

unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal lease.

- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is March 1, 2024, 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 (30 C.F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

By:

y.

Operator/Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF ______ § ss.

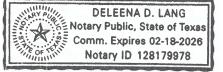
COUNTY OF HARLIS

The foregoing instrument was acknowledged before me on this the ______ day of

, 20 , by <u>JAMES LANING</u>, Attorney-in-fact of <u>OXY USA INC.</u>, a

Delaware corporation, on behalf of said corporation.

(SEAL)



Notary Public in and for the State of
My commission expires 218-20

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

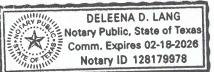
4-23-24 Date

Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF **EXA** § §ss. COUNTY OF **HARK** §

(SEAL)



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WORKING INTEREST OWNERS

AND/OR LESSEES OF RECORD

4-2-2024 Date

By: _____

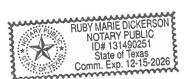
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ACKNOWLEDGMENT

STATE OF Taxas § \$ss.

COUNTY OF Harris §

(SEAL)



Notary Publican and for the State of Texas

My commission expires 12-15-3036

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2/12/24 Date	By: Title: Matthew W Snith
ACKNOWI	LEDGMENT
STATE OF Texas § \$ss. COUNTY OF Midland § The foregoing instrument was acknown day of Februar, 20 24, by Matthew Was acknown, a februar for on behalf of said Company.	wledged before me on this the
(SEAL) TRACY JORDAN Notary Public, State of Texas Comm. Expires 10-17-2027 Notary ID 132215654	Notary Public in and for the State of Telaw My commission expires 10-7-2027

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated March 1, 2024.

Plat of communitized area covering **320.00** acres in E/2E/2 Section 11 & 14, Township 25 South, Range 29 East, N.M.P.M., Eddy County, New Mexico.

Corral Bluff 11-14 Fed Com 26H

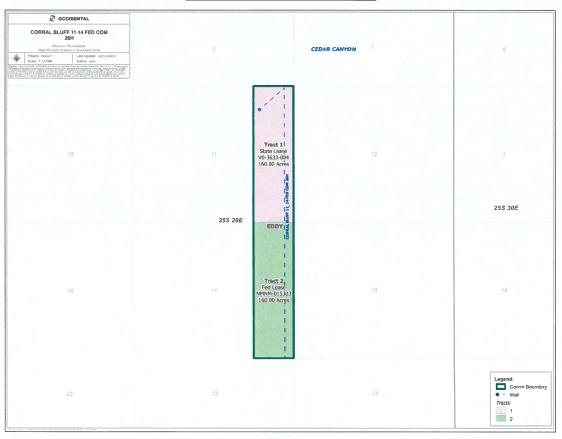


EXHIBIT "B"

To Communitization Agreement dated March 1, 2024 embracing the following described land in E/2E/2 Section 11 & 14, Township 25 South, Range 29 East, N.M.P.M., Eddy County, New Mexico.

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: V0-3633-0004

Description of Land Committed: Township 25 South, Range 29 East,

N.M.P.M., Section 11: E/2E/2

Number of Acres: 160.00

Lease Owner: XTO Holdings, LLC

Name and Percent of WI Owners: OXY USA INC.....43.780000%

XTO Holdings, LLC.....<u>56.220000%</u>

100.000000%

Tract No. 2

Lease Serial Number: NMNM 015303

Description of Land Committed: Township 25 South, Range 29 East,

N.M.P.M., Section 14: E/2E/2

Number of Acres: 160.00

Current Lessee of Record: EOG Resources, Inc.

Name and Percent of WI Owners: OXY USA INC......77.512000%

XTO Holdings, LLC.....22.488000%

100.000000%

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	50.0000%
2	160.00	50.0000%
Total	320.00	100.0000%

CA APPROVAL PENDING W/2 W/2 SECTIONS 12 & 13 BONE SPRING

Corral Gorge 12-13 Fed Com 71H

Federal Communitization Agreement

Contract No.	

THIS AGREEMENT entered into as of the 1st day of March, 2024, 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 25 South, Range 29 East, NMPM Section 12: W/2W/2 Section 13: W/2W/2

Eddy County, New Mexico

Containing 320.00 acres, and this agreement shall include only the Bone Spring Formation 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, Texas 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.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes

unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal lease.

- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is March 1, 2024, 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 (30 C.F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Operato

79-29

Date

Operator/Attorney in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS

§ ss.

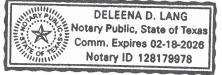
COUNTY OF HATELO §

The foregoing instrument was acknowledged before me on this the _____ day of

February, 2001, by JAMES LANING, Attorney-in-fact of OXY USA INC., a

Delaware corporation, on behalf of said corporation.

(SEAL)



Notary Public in and for the State of My commission expires

Page 5 of 11

WORKING INTEREST OWNERS

AND/OR LESSEES OF RECORD

Date Date

Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF VEXAS §

§ss.

COUNTY OF HAVY S

(SEAL)

DELEENA D. LANG
Notary Public, State of Texas
Comm. Expires 02-18-2026
Notary ID 128179978

Notary Public in and for the State of My commission expires

AND/OR LESSEES OF RECORD

WORKING INTEREST OWNERS

4-2-2024 Date

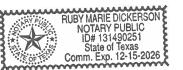
Title: Commercial & Land Minager: Atomey-in-Fact

ACKNOWLEDGMENT

STATE OF <u>Texas</u> § \$ss.
COUNTY OF <u>Harris</u> §

The foregoing instrument was acknowledged before me on this the April 2 2024 day of April 2, 2024, by Argie Repuba, Attorney-in-fact of XTO Holdings, LLC, a limited liability, on behalf of said Company

(SEAL)



Notary Public in and for the State of Texas

My commission expires 12-15-2024

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WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD			
2/12/24 Date	By: Title: Matthew W Smith		
ACKNOWLEDGMENT			
STATE OF Jeros § COUNTY OF Midland §			
The foregoing instrument was acknowledged before me on this the day of February, 20 24 by Matthew W Smith, Attorney-in-fact of EOG Resources, Inc., a Delaware Cry, on behalf of said Corporation			
TRACY JORDAN TRACY JORDAN State of Texas Comm. Expires 10-17-2027 Notary ID 132215654 (SEYT)	Notary Public in and for the State of Telas My commission expires 10-11-2021		

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated March 1, 2024.

Plat of communitized area covering **320.00** acres in the W/2W/2 of Section 12 & 13, Township 25 South, Range 29 East, N.M.P.M., Eddy County, New Mexico.

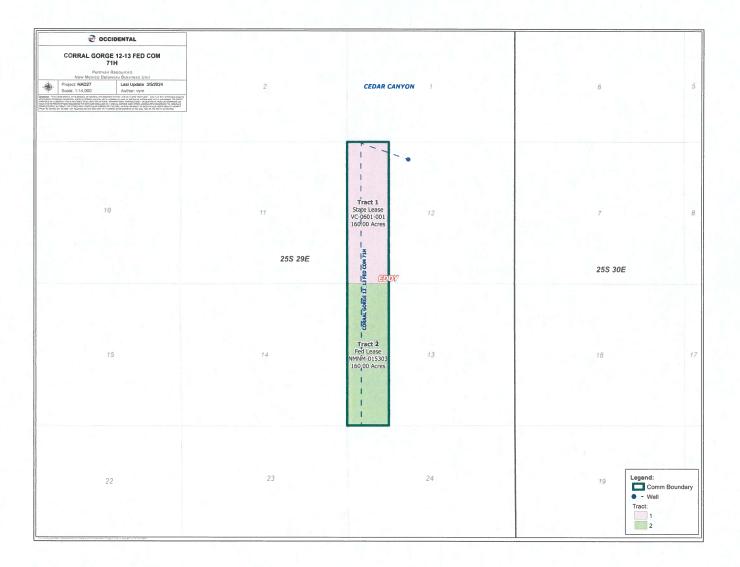


EXHIBIT "B"

To Communitization Agreement dated March 1, 2024 embracing the following described land in W/2W/2 Section 12 & 13, Township 25 South, Range 29 East, N.M.P.M., Eddy County, New Mexico.

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: VC-0601-0000

Description of Land Committed: Township 25 South, Range 29 East,

N.M.P.M., Section 12: W/2W/2

Number of Acres: 160.00

Lease Owner: OXY USA INC.

Name and Percent of WI Owners: OXY USA INC......100.00000%

Tract No. 2

Lease Serial Number: NMNM 015303

Description of Land Committed: Township 25 South, Range 29 East,

N.M.P.M., Section 13: W/2W/2

Number of Acres: 160.00

Current Lessee of Record: EOG Resources, Inc.

Name and Percent of WI Owners: OXY USA INC......77.512000%

XTO Holdings, LLC......22.488000%

100.000000%

RECAPITULATION

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

CA APPROVAL PENDING E/2 W/2 SECTIONS 12 & 13 **BONE SPRING**

Corral Gorge 12-13 Fed Com 72H

Federal Communitization Agreement

Contract No.	Contract No.	
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THIS AGREEMENT entered into as of the 1st day of March, 2024, 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 25 South, Range 29 East, NMPM Section 12: E/2W/2 Section 13: E/2W/2

Eddy County, New Mexico

Containing 320.00 acres, and this agreement shall include only the Bone Spring Formation 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.
- The Operator of the communitized area shall be OXY USA Inc., 5 Greenway 3. Plaza, Suite 110, Houston, Texas 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.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes

unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal lease.

- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is March 1, 2024, 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 (30 C.F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Operator

2-29-24

Date

Operator/Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF LEXAS

§ ss.

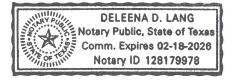
COUNTY OF HAVE \$

The foregoing instrument was acknowledged before me on this the ______ day of

February, 2021, by JAMES LANING, Attorney-in-fact of OXY USA INC., a

Delaware corporation, on behalf of said corporation.

(SEAL)



Notary Public in and for the State of Texas

My commission expires 2-18-26

WORKING INTEREST OWNERS

AND/OR LESSEES OF RECORD

J-29-24

Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS

§ss.

COUNTY OF HART 16 §

Delaware corporation, on behalf of said corporation.

(SEAL)

DELEENA D. LANG
Notary Public, State of Texas
Comm. Expires 02-18-2026
Notary ID 128179978

Notary Public in and for the State of

My commission expires 2-18-26

	TEREST OWNERS EES OF RECORD		
2/12/24 Date	By: Title: Matthew W Snith		
ACKNOWLEDGMENT			
STATE OF Lines § \$ss. COUNTY OF Midland §	r .		
The foregoing instrument was acknown of February, 20 24, by Matthew W. Inc., a Column Corp., on behalf of said Column Corp.	Smith Attorney-in-fact of EOG Resources		
TRACY JORDAN Notary Public, State of Texas Comm. Expires 10-17-2027 Notary ID 132215654	Notary Public in and for the State of		

4-2-2024 Date	By:
	Title: Commercial of Land Manager, Altomay-in-Far

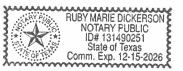
WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

ACKNOWLEDGMENT

STATE OF _	Texas	§
	. 1	§ss
COUNTY OF	Harris	

	The foregoing instrument was acknowledged before me on this the _	2nd
day of	April, 2024, by Argle Repto, Attorney-in-fact of XT	O Holdings,
LLC, a	limited liability, on behalf of said Company	

(SEAL)



Notary Public in and for the State of Toxas

My commission expires 12-15-20-26

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated March 1, 2024.

Plat of communitized area covering **320.00** acres in the E/2W/2 of Section 12 & 13, Township 25 South, Range 29 East, N.M.P.M., Eddy County, New Mexico.

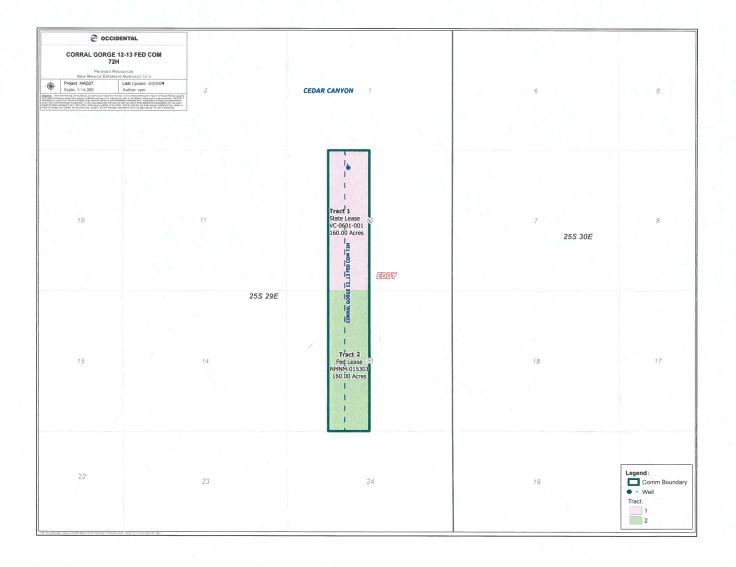


EXHIBIT "B"

To Communitization Agreement dated March 1, 2024 embracing the following described land in E/2W/2 Section 12 & 13, Township 25 South, Range 29 East, N.M.P.M., Eddy County, New Mexico.

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: VC-0601-0000

Description of Land Committed: Township 25 South, Range 29 East,

N.M.P.M., Section 12: E/2W/2

Number of Acres: 160.00

Lease Owner: OXY USA INC.

Name and Percent of WI Owners: OXY USA INC......100.00000%

Tract No. 2

Lease Serial Number: NMNM 015303

Description of Land Committed: Township 25 South, Range 29 East,

N.M.P.M., Section 13: E/2W/2

Number of Acres: 160.00

Current Lessee of Record: EOG Resources, Inc.

Name and Percent of WI Owners: OXY USA INC......77.512000%

XTO Holdings, LLC......22.488000%

100.000000%

RECAPITULATION

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

CA APPROVAL PENDING W/2 E/2 SECTIONS 12 & 13 BONE SPRING

Corral Gorge 12-13 Fed Com 73H

Federal Communitization Agreement

Contract No.	
--------------	--

THIS AGREEMENT entered into as of the 1st day of March, 2024, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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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

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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:

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> Township 25 South, Range 29 East, NMPM Section 12: W/2E/2 Section 13: W/2E/2

Eddy County, New Mexico

Containing 320.00 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the crude oil and associated natural gas

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- 3. The Operator of the communitized area shall be OXY USA Inc., 5 Greenway Plaza, Suite 110, Houston, Texas 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.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes

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Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal lease.

- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is March 1, 2024, 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. 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 (30 C.F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Operator/Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF ______

§ ss.

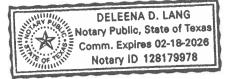
COUNTY OF HATTINS

The foregoing instrument was acknowledged before me on this the

rebruara, 2024, by JAMES LANING, Attorney-in-fact of OXY USA INC., a

Delaware corporation, on behalf of said corporation.

(SEAL)



Notary Public in and for the State of My commission expires 2-18-2

WORKING INTEREST OWNERS

AND/OR LESSEES OF RECORD

2-29-24 Date

Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF FXA6 § \$ss

COUNTY OF HATTIS

(SEAL)

DELEENA D. LANG
Notary Public, State of Texas
Comm. Expires 02-18-2026
Notary ID 128179978

Notary Public in and for the State of My commission expires 2-18-2

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

2-24-24 Date

Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF SS.

COUNTY OF HAVILYS

(SEAL)

DELEENA D. LANG
Notary Public, State of Texas
Comm. Expires 02-18-2026
Notary ID 128179978

Notary Public in and for the State of
My commission expires 3-18-26

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

2-29-24 Date

Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF HATTIS

(SEAL)

DELEENA D. LANG
Notary Public, State of Texas
Comm. Expires 02-18-2026
Notary ID 128179978

Notary Public in and for the State of My commission expires 2-18-26

AND/OR LESSEES OF RECORD

2/12/24 Date

55 By:

Title: Matthew W Snith

ACKNOWLEDGMENT

STATE OF Kakes § SSS COUNTY OF Milland § SSS

The foregoing instrument was acknowledged before me on this the day of february, 2024, by Matthew W Smith, Attorney-in-fact of EOG Resources, Inc., a Delaware lap, on behalf of said Congratus.

(SEAL)

TRACY JORDAN

Notary Public, State of Texas

Comm. Expires 10-17-2027

Notary ID 132215654

Notary Public in and for the State of 12 My commission expires 10-11-22

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated March 1, 2024.

Plat of communitized area covering **320.00** acres in the W/2E/2 of Section 12 & 13, Township 25 South, Range 29 East, N.M.P.M., Eddy County, New Mexico.

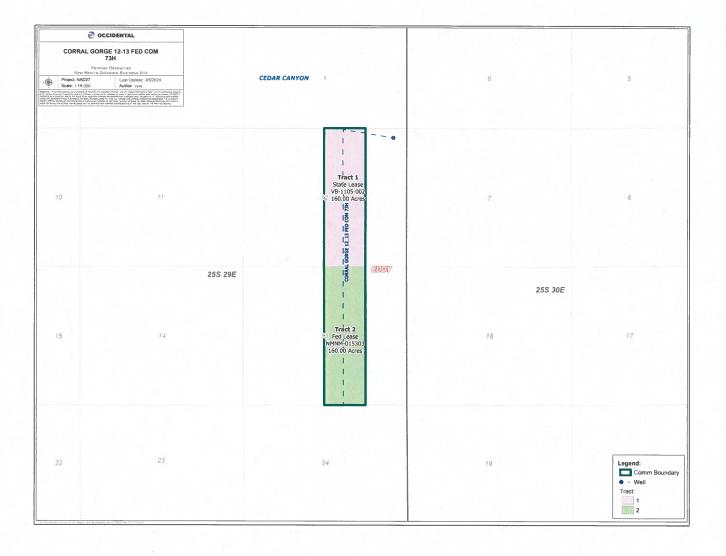


EXHIBIT "B"

To Communitization Agreement dated March 1, 2024 embracing the following described land in W/2E/2 Section 12 & 13, Township 25 South, Range 29 East, N.M.P.M., Eddy County, New Mexico.

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: VB-1105-0002

Description of Land Committed: Township 25 South, Range 29 East,

N.M.P.M., Section 12: W/2E/2

Number of Acres: 160.00

Lease Owner: OXY USA INC.

Name and Percent of WI Owners: OXY USA INC.....32.31150%

OXY Y-1 Company......66.17926% OXY USA WTP LP......1.50924%

100,000000

100.00000%

Tract No. 2

Lease Serial Number: NMNM 015303

Description of Land Committed: Township 25 South, Range 29 East,

N.M.P.M., Section 13: W/2E/2

Number of Acres: 160.00

Current Lessee of Record: EOG Resources, Inc.

Name and Percent of WI Owners: OXY USA INC......75.00000%

OXY Y-1 Company......25.00000%

100.00000%

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	50.0000%
2	160.00	50.0000%
Total	320.00	100.0000%

CA APPROVAL PENDING E/2 E/2 SECTIONS 12 & 13 BONE SPRING

Corral Gorge 12-13 Fed Com 74H

Federal Communitization Agreement

THIS AGREEMENT entered into as of the 1st day of March, 2024, 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 25 South, Range 29 East, NMPM Section 12: E/2E/2 Section 13: E/2E/2

Eddy County, New Mexico

Containing 320.00 acres, and this agreement shall include only the Bone Spring Formation 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, Texas 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.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes

unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal lease.

- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is March 1, 2024, 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 (30 C.F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Operator

-1-29

Date

Operator/Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF _____EX

§ ss.

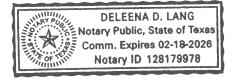
COUNTY OF HAVELOS

The foregoing instrument was acknowledged before me on this the _____ day of

rebroard, 2021, by JAMES LANING, Attorney-in-fact of OXY USA INC., a

Delaware corporation, on behalf of said corporation.

(SEAL)



Notary Public in and for the State of
My commission expires 2-18-26

WORKING INTEREST OWNERS

AND/OR LESSEES OF RECORD

J-29-24

By:

Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF HAVY S

(SEAL)

DELEENA D. LANG
Notary Public, State of Texas
Comm. Expires 02-18-2026
Notary ID 128179978

Notary Public in and for the State of My commission expires 2-18-36

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

2-24-24 Date

Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF HATELYS §

(SEAL)

DELEENA D. LANG
Notary Public, State of Texas
Comm. Expires 02-18-2028
Notary ID 128179978

Notary Public in and for the State of Texas My commission expires 2-18-26

Released to Imaging: 5/30/2024 5:10:09 PM

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

2-29-24 Date

ACKNOWLEDGMENT

STATE OF TEXAS § \$ss. COUNTY OF HAYEAS §

(SEAL)

DELEENA D. LANG
Notary Public, State of Texas
Comm. Expires 02-18-2026
Notary ID 128179978

Notary Public in and for the State of My commission expires

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	WORKING INTEREST (AND/OR LESSEES OF R	
2/12/24 Date	JB By:	latthew W Smith
	ACKNOWLEDGM	TENT
STATE OF TEXAS COUNTY OF Midlane	§ § §	•
The foregoing instr day of februar, 2024, by Inc., a Diamon Corp., on	ument was acknowledged to Matthew w.Snith., behalf of said Crypnalum	before me on this the 12th Attorney-in-fact of EOG Resources,
(SEAL) TRACY JO Notary Public, S Comm. Expires Notary ID 15	tate of Texas Notary Pu	an Roder ablic in indefor the State of Jepas aission expires 10-17-2027

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated March 1, 2024.

Plat of communitized area covering **320.00** acres in the E/2E/2 of Section 12 & 13, Township 25 South, Range 29 East, N.M.P.M., Eddy County, New Mexico.

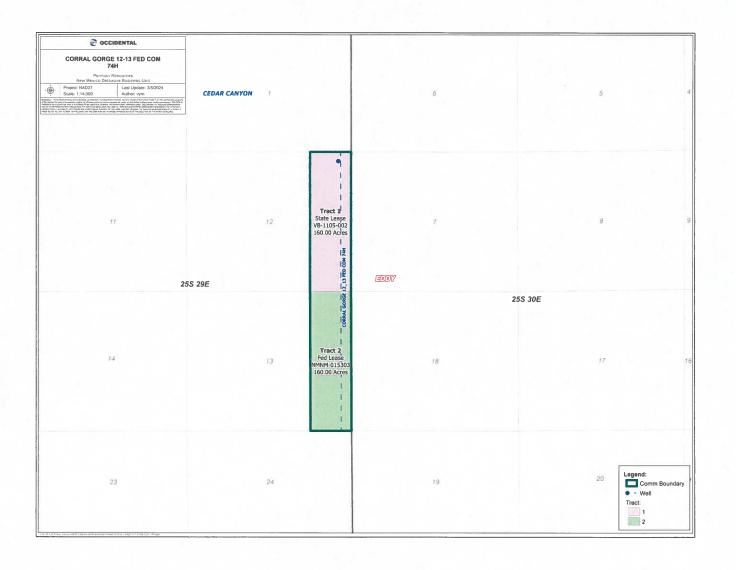


EXHIBIT "B"

To Communitization Agreement dated March 1, 2024 embracing the following described land in E/2E/2 Section 12 & 13, Township 25 South, Range 29 East, N.M.P.M., Eddy County, New Mexico.

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: VB-1105-0002

Description of Land Committed: Township 25 South, Range 29 East,

N.M.P.M., Section 12: E/2E/2

Number of Acres: 160.00

Lease Owner: OXY USA INC.

OXY USA INC.....32.31150% Name and Percent of WI Owners:

> OXY Y-1 Company......66.17926% OXY USA WTP LP......1.50924%

> > 100.00000%

Tract No. 2

Lease Serial Number: NMNM 015303

Description of Land Committed: Township 25 South, Range 29 East,

N.M.P.M., Section 13: E/2E/2

Number of Acres: 160.00

Current Lessee of Record: EOG Resources, Inc.

Name and Percent of WI Owners: OXY USA INC......75.00000%

OXY Y-1 Company......25.00000%

100.00000%

RECAPITULATION

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

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

To: <u>Musallam, Sandra C; Fortier, Eric</u>

Cc: McClure, Dean, EMNRD; Rikala, Ward, EMNRD; Wrinkle, Justin, EMNRD; Powell, Brandon, EMNRD; Paradis, Kyle O;

Walls, Christopher; Lamkin, Baylen L.

Subject:Approved Administrative Order PLC-934Date:Thursday, May 30, 2024 4:55:39 PM

Attachments: PLC934 Order.pdf

NMOCD has issued Administrative Order PLC-934 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
30-015-47205	Corral Gorge 12 13 Federal Com	E/2	12-25S-29E	98220
30-013-47203	#35H	E/2	13-25S-29E	70220
30-015-47206	Corral Gorge 12 13 Federal Com	E/2	12-25S-29E	98220
30-013-4/200	#36H	E/2	13-25S-29E	90220
30-015-47207	Corral Gorge 12 13 Federal Com	E/2	12-25S-29E	98220
30-013-47207	#37H	E/2	13-25S-29E	90220
30-015-47208	Corral Gorge 12 13 Federal Com	E/2	12-25S-29E	98220
30-015-47206	#38H	E/2	13-25S-29E	90220
		E/2	11-25S-29E	
30-015-47212	Corral Gorge 12 13 Federal Com	W/2	12-25S-29E	98220
30-013-4/212	#31H	W/2	13-25S-29E	90220
		E/2	14-25S-29E	
		E/2	11-25S-29E	
30-015-47214	Corral Gorge 12 13 Federal Com	W/2	12-25S-29E	98220
30-013-4/214	#32H	W/2	13-25S-29E	90220
		E/2	14-25S-29E	
	Corral Gorge 12 13 Federal Com #34H	E/2	11-25S-29E	
30-015-47201		W/2	12-25S-29E	98220
30-013-4/201		W/2	13-25S-29E	
		E/2	14-25S-29E	
	Corral Gorge 12 13 Federal Com	E/2	11-25S-29E	
30-015-47215		W/2	12-25S-29E	98220
30-013-4/213	#311H	W/2	13-25S-29E	90220
		E/2	14-25S-29E	
		E/2	11-25S-29E	
30-015-47527	Corral Bluff 11 14 Federal Com #35H	W/2	12-25S-29E	98220
30-013-47327		W/2	13-25S-29E	70220
		E/2	14-25S-29E	
		E/2	11-25S-29E	
30-015-48024	Corral Bluff 11 14 Federal Com #36H	W/2	12-25S-29E	98220
30-013-46024		W/2	13-25S-29E	70220
		E/2	14-25S-29E	
		E/2	11-25S-29E	
30-015-48025	Corral Bluff 11 14 Federal Com #37H	W/2	12-25S-29E	98220
		W/2	13-25S-29E	70220
		E/2	14-25S-29E	
30-015-48026		E/2	11-25S-29E	
	Corral Bluff 11 14 Federal Com #38H	W/2	12-25S-29E	98220
		W/2	13-25S-29E	70440
		E/2	14-25S-29E	

		E/2	11-25S-29E	
20.015.40020	Corral Bluff 11 14 Federal Com	W/2	12-25S-29E	00220
30-015-48029	#312H	W/2	13-25S-29E	98220
		E/2	14-25S-29E	
20.015.40021	Corral Bluff 11 14 Federal Com	W/2	11-25S-29E	00220
30-015-48021	#31H	W/2	14-25S-29E	98220
20.015.40022	Corral Bluff 11 14 Federal Com	W/2	11-25S-29E	00220
30-015-48023	#32H	W/2	14-25S-29E	98220
20.015.455(0	Corral Bluff 11 14 Federal Com	W/2	11-25S-29E	00220
30-015-47769	#33H	W/2	14-25S-29E	98220
20 015 47770	Corral Bluff 11 14 Federal Com	W/2	11-25S-29E	00220
30-015-47770	#34H	W/2	14-25S-29E	98220
20.015.40020	Corral Bluff 11 14 Federal Com	W/2	11-25S-29E	00220
30-015-48028	#311H	W/2	14-25S-29E	98220
20.015.45204	Corral Gorge 12 13 Federal Com	E/2 E/2	12-25S-29E	0.6453
30-015-47204	#74H	E/2 E/2	13-25S-29E	96473
20 015 47202	Corral Gorge 12 13 Federal Com	W/2 E/2	12-25S-29E	0.6472
30-015-47203	#73H	W/2 E/2	13-25S-29E	96473
20.015.45105	Corral Gorge 12 13 Federal Com	E/2 W/2	12-25S-29E	0.6.452
30-015-47187	# 72 H	E/2 W/2	13-25S-29E	96473
20.015.45107	Corral Gorge 12 13 Federal Com	W/2 W/2	12-25S-29E	0.6.452
30-015-47186	# 71 H	W/2 W/2	13-25S-29E	96473
20.015.40076	Corral Bluff 11 14 Federal Com	E/2 E/2	11-25S-29E	0.6472
30-015-48876	#26H	E/2 E/2	14-25S-29E	96473
20.015.40004	Corral Bluff 11 14 Federal Com	W/2 E/2	11-25S-29E	0.6472
30-015-48884	#25H	W/2 E/2	14-25S-29E	96473
20 015 40020	Corral Bluff 11 14 Federal Com	E/2 W/2	11-25S-29E	06472
30-015-48020	#23H	E/2 W/2	14-25S-29E	96473
20.015.40010	Corral Bluff 11 14 Federal Com	W/2 W/2	11-25S-29E	06452
30-015-48019	#22H	W/2 W/2	14-25S-29E	96473

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

CA NMNM105720866 PENDING APPROVAL W/2 SECTIONS 12 & 13 E/2 SECTIONS 11 & 14

Federal Communitization Agreement

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

WITNESSETH:

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

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

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

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

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

Township 25 South, Range 29 East, N.M.P.M.

Section 11: E/2

Section 12: W/2

Section 13: W/2

Section 14: E/2

Eddy County, New Mexico

Containing 1280.00 acres, and this agreement shall include only the **Wolfcamp** Formation underlying said lands and the natural gas and associated liquid

hydrocarbons hereafter referred to as "communitized substances," producible from such formation.

- 2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. The Operator of the communitized area shall be OXY USA INC., 5 Greenway Plaza, Ste. 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 November 1, 2021, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 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.
- 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.
- 15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

OPERATOR:

OXY USA INC.

(Record Title and Working Interest

Owner)

DATE: 1-21-2022

NAME: Jar

TITLE:

Page 4 of 11

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

Notary Public in and for the State of
My commission expires

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

	EOG RESOURCES, INC. (Record Title Only)
DATE: 12/2/21	BY: NAME: Matthew W Smith TITLE: Agent Attorney-in Fact
ACK	NOWLEDGMENT
The foregoing instrument was day of Mahay 2021, by Matheway of EOG RESOURCES, INC., a behalf of said Comporation	as acknowledged before me on this the as acknowledged before me on this the as acknowledged before me on this the acknowledged before acknowledged before acknowledged before acknowledged before me on this the acknowledged before me on this the acknowledged before me on this think acknowledged before me on this the acknowledged before me on this think acknowledged before me on the acknowledged befor
TRACY JORDAN Notary Public, State of Texas Comm. Expires 10-17-2023 Notary ID 132215654	Notary Public in and for the State of 10xx3 My commission expires 10-11-2023

WORKING INTEREST OWNERS

AND/OR LESSEES OF RECORD

XTO HOLDINGS, LLC

(Record Title & Working Interest Owner)

DATE: <u>/-/7-2022</u>

BY:

NAME: Angie Repka – Land Manager – Permian

Delaware Basin

TITLE: Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS)

) ss.

COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this the ____day of December; 2022, by Angie Repka, as Attorney-in-Fact of XTO Holdings, LLC, a Delaware limited liability company, on behalf of said company.



ary Public, State of Texas

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated November 1, 2021.

Plat of communitized area covering 1280.00 acres in Township 25 South, Range 29 East, E/2 of Sections 11 & 14 and W/2 of Sections 12 & 13, N.M.P.M., Eddy County, New Mexico

Corral Gorge 12-13 Federal Com

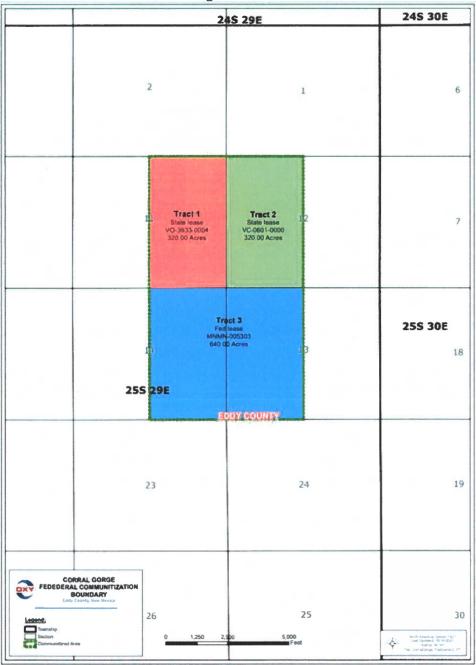


EXHIBIT "B"

To Communitization Agreement Dated November 1, 2021 embracing the following described land in Township 25 South, Range 29 East, E/2 of Sections 11 & 14 and W/2 of Sections 12 & 13, N.M.P.M., Eddy County, New Mexico

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial No.:

VO-3633-0004

Description of Land Committed:

Township 25 South, Range 29 East,

N.M.P.M., Section 11: E/2

Number of Acres:

320.00

Lease Owner:

XTO HOLDINGS, LLC

Name and Percent of WI Owners:

XTO HOLDINGS, LLC......80.000000%

OXY USA INC.....<u>20.000000%</u>

100.000000%

Tract No. 2

Lease Serial Number:

VC-0601-0000

Description of Land Committed:

Township 25 South, Range 29 East,

N.M.P.M., Section 12: W/2

Number of Acres:

320.00

Current Lessee of Record:

OXY USA INC.

Name and Percent of WI Owners:

OXY USA INC.....100.000000%

100.000000%

Tract No. 3

Lease Serial Number:

NMNM-015303

Description of Land Committed:

Township 25 South, Range 29 East,

N.M.P.M., Section 13: W/2 and Section 14:

E/2

Number of Acres:

640.00

Page 9 of 11

Current Lessee of Record:

EOG RESOURCES, INC.

Name and Percent of WI Owners:

XTO HOLDINGS, LLC.....80.000000% OXY USA INC.....20.000000%

100.000000%

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	320.00	25.000%
2	320.00	25.000%
3	640.00	50.000%
Total	1280.00	100.0000%

CA NMNM105720867 PENDING APPROVAL E/2 SECTIONS 12 & 13

Federal Communitization Agreement

Contract No.	
--------------	--

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

WITNESSETH:

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

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

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

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

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

Township 25 South, Range 29 East, N.M.P.M.

Section 12: E/2 Section 13: E/2

Eddy County, New Mexico

Containing **640.00** acres, and this agreement shall include only the <u>Wolfcamp</u> Formation underlying said lands and the natural gas and associated liquid hydrocarbons hereafter 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, Ste. 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 November 1, 2021, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 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.

OPERATOR:

OXY USA INC. (Record Title and Working Interest Owner)

DATE: 1-20-2022

Y: James Laning

TITLE:

Attorney-In-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §	
COUNTY OF HARRIS §	
The foregoing instrument was acknowledged	owledged before me on this the
day of December 2021, by JAMES LANING	, ATTORNEY-IN-FACT of OXY
USA INC., a Delaware corporation, on beh	alf of said corporation.
	10 de 10 de
	Notary Public in and for the State of Texas
	My commission expires 02/18/2022

	EOG RESOURCES, INC. (Record Title Only)
DATE: 2/2/2	BY: NAME: Matthew W Suith TITLE: Agent Attorney in - Fact
ACK	NOWLEDGMENT
STATE OF RXAS	_)
COUNTY OF Midland) ss. _)
The foregoing instrument was	s acknowledged before me on this the
day of secenter, 2021, by Matthew	
of EOG RESOURCES, INC., a	A 11
behalf of said Comoration	
TRACY JORDAN Notary Public, State of Texas Comm. Expires 10-17-2023 Notary ID 132215654	Notary Public in and for the State of 1842 My commission expires 19-17-2023

OXY USA WTP LIMITED PARTNERSHIP (Working Interest Owner)

DATE: 1-20-2022 BY: NAME TITLE	
ACKNOW	LEDGMENT
STATE OF <u>TEXAS</u> § COUNTY OF <u>HARRIS</u> §	
The foregoing instrument was acknown of December, 2021, byJAMES LANING WTP LIMITED PARTNERSHIP, a Delawa	owledged before me on this the, Attorney-in-fact of OXY USA are limited partnership.
DELEENA D. LANG Notary Public, State of Texas Comm. Expires 02-18-2022	Notary Public in and for the State of Texas My commission expires 02/18/2022

Notary ID 128179978

OXY Y-1 COMPANY (Working Interest Owner)

DATE: 1-20-2072	BY: NAME: James Laning TITLE: Attorney-In-Fact
ACKNO	OWLEDGMENT
STATE OF <u>TEXAS</u> § SCOUNTY OF <u>HARRIS</u> §	
The foregoing instrument was act day of December, 2021, by JAMES LANING COMPANY, a New Mexico corporation	•
DELEENA D. LANG Notary Public, State of Texas Comm. Expires 02-18-2022	Notary Public in and for the State of Texas My commission expires 02/18/2022

Notary ID 128179978

WORKING INTEREST OWNERS

AND/OR LESSEES OF RECORD

XTO HOLDINGS, LLC (Working Interest Owner)

DATE: /-/7-2022

BY: NAME: Angie Repka – Land Manager – Permian

Delaware Basin TITLE: Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS)

) ss.

COUNTY OF HARRIS)

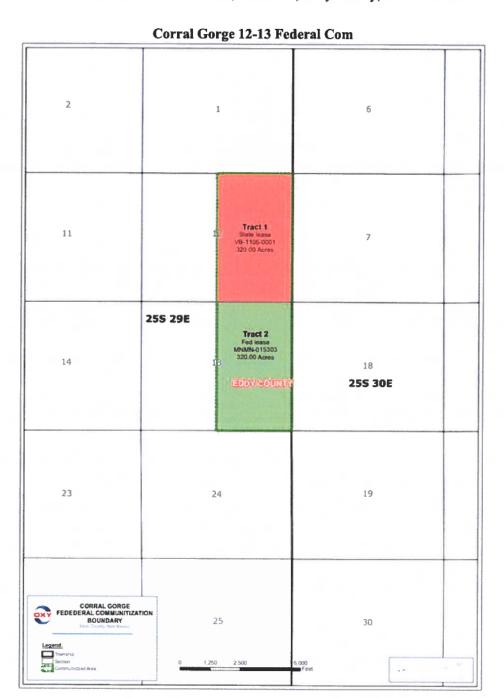
The foregoing instrument was acknowledged before me on this the _____day of January, 2022, by Angie Repka, as Attorney-in-Fact of XTO Holdings, LLC, a Delaware limited liability company, on behalf of said company.



EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated November 1, 2021.

Plat of communitized area covering 640.00 acres in Township 25 South, Range 29 East, E/2 of Sections 12 & 13, N.M.P.M., Eddy County, New Mexico



Page 9 of 11

EXHIBIT "B"

To Communitization Agreement Dated November 1, 2021 embracing the following described land in Township 25 South, Range 29 East, E/2 of Sections 12 & 13, N.M.P.M., Eddy County, New Mexico

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial No.:

VB-1105-0001

Description of Land Committed:

Township 25 South, Range 29 East,

N.M.P.M., Section 12: E/2

Number of Acres:

320.00

Lease Owner:

OXY USA INC.

Name and Percent of WI Owners:

OXY Y-1 COMPANY.......66.179258% OXY USA INC......32.3115042%

OXY USA WTP LP......<u>1.5092378%</u>

100.000000%

Tract No. 2

Lease Serial Number:

NMNM-015303

Description of Land Committed:

Township 25 South, Range 29 East,

N.M.P.M., Section 13: E/2

Number of Acres:

320.00

Current Lessee of Record:

EOG RESOURCES, INC.

Name and Percent of WI Owners:

OXY USA INC......82.000000% OXY Y-1 COMPNAY......18.000000%

100.000000%

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area	
1	320.00	50.000%	
2	<u>320.00</u>	50.000%	
Total	640.00	100.0000%	



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

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
CORRAL BLUFF	311H	3001548028	NMNM15303	NMNM15303	OXY USA
CORRAL BLUFF	25H	3001548884	NMNM15303	NMNM15303	OXY USA
CORRAL BLUFF	22H	3001548019	NMNM15303	NMNM15303	OXY USA
CORRAL BLUFF	32H	3001548023	NMNM15303	NMNM15303	OXY USA
CORRAL GORGE	38H	3001547208	NMNM15303	NMNM15303	OXY USA
CORRAL BLUFF	33H	3001547769	NMNM15303	NMNM15303	OXY USA
CORRAL GORGE	31H	3001547212	NMNM15303	NMNM15303	OXY USA
CORRAL GORGE	35H	3001547205	NMNM15303	NMNM15303	OXY USA
CORRAL BLUFF	23H	3001548020	NMNM15303	NMNM15303	OXY USA
CORRAL GORGE	311H	3001547215	NMNM15303	NMNM15303	OXY USA
CORRAL BLUFF	37H	3001548025	NMNM15303	NMNM15303	OXY USA
CORRAL BLUFF	38H	3001548026	NMNM15303	NMNM15303	OXY USA
CORRAL GORGE	34H	3001547201	NMNM15303	NMNM15303	OXY USA
CORRAL GORGE	36H	3001547206	NMNM15303	NMNM15303	OXY USA
CORRAL GORGE	73H	3001547203	NMNM15303	NMNM15303	OXY USA
CORRAL BLUFF	312H	3001548029	NMNM15303	NMNM15303	OXY USA
CORRAL BLUFF	35H	3001547527	NMNM15303	NMNM15303	OXY USA
CORRAL GORGE	37H	3001547207	NMNM15303	NMNM15303	OXY USA
CORRAL GORGE	74H	3001547204	NMNM15303	NMNM15303	OXY USA
CORRAL BLUFF	34H	3001547770	NMNM15303	NMNM15303	OXY USA
CORRAL BLUFF	31H	3001548021	NMNM15303	NMNM15303	OXY USA
CORRAL GORGE	72H	3001547187	NMNM15303	NMNM15303	OXY USA
CORRAL GORGE	71H	3001547186	NMNM15303	NMNM15303	OXY USA
CORRAL GORGE	32H	3001547214	NMNM15303	NMNM15303	OXY USA
CORRAL BLUFF	36H	3001548024	NMNM15303	NMNM15303	OXY USA
CORRAL BLUFF	26H	3001548876	NMNM15303	NMNM15303	OXY USA

Notice of Intent

Sundry ID: 2787090

Type of Submission: Notice of Intent

Date Sundry Submitted: 04/25/2024

Date proposed operation will begin: 06/01/2024

Type of Action: Commingling (Surface) and Off-Lease

Measurement

Time Sundry Submitted: 04:40

Procedure Description: OXY requests approval according to 43 CFR 3173.14 (a)(1)(iii) to commingle production at the Corral Gorge 12-13 Battery. 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. Justification, allocation methodology and other pertinent information are attached.

Surface Disturbance

Is any additional surface disturbance proposed?: No

NOI Attachments

Procedure Description

Corral_Bluff_BLM_Submittal_2024.04_20240425163919.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: APR 25, 2024 04:39 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

Representative Name:

Street Address:

City: State: Zip

Phone:

Email address:

CORRAL GORGE/CANYON OIL COMMNGLE **SLO NOTIFICATION CONFIRMATION**

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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-934

ORDER

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

FINDINGS OF FACT

- 1. Oxy USA, Inc. ("Applicant") submitted a complete application to surface commingle the oil production from the pools, leases, and wells identified in Exhibit A ("Application").
- 2. Applicant proposed a method to allocate the oil production to the pools, leases, and wells to be commingled.
- 3. To the extent that ownership is 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.
- 4. Applicant provided notice of the Application to the Bureau of Land Management ("BLM") or New Mexico State Land Office ("NMSLO"), as applicable.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. 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.

Order No. PLC-934 Page 1 of 5

CONCLUSIONS OF LAW

- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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 Order CTB-1038-A.
- 3. For each Pooled Area described in Exhibit B, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

Order No. PLC-934 Page 2 of 5

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 shall be based on the production life of each well as measured for three periods: (a) the initial production period shall be measured from the first production until the earlier of either the peak production rate or thirty (30) days after the first production; (b) the plateau period shall be measured from the end of the initial production period to the peak decline rate; and (c) the decline period shall be measured from the end of the plateau period until the well is plugged and abandoned.

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

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

Order No. PLC-934 Page 3 of 5

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

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

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

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

- 6. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
- 7. Applicant shall calibrate the meters used to measure or allocate oil production in accordance with 19.15.12.10.C.(2) NMAC.
- 8. If the commingling of oil production from any pool, lease, or well reduces the value of the commingled oil production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
- 9. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10.C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
- 10. 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.

Order No. PLC-934 Page 4 of 5

- 11. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
- 12. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
- 13. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

STATE OF NEW MEXICO OIL CONSERVATION DIVISION

DYLAN M. FUGE DIRECTOR (ACTING) DATE: 5/30/24

Order No. PLC-934 Page 5 of 5

State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-934

Operator: Oxy USA, Inc. (16696)

Central Tank Battery: Corral Gorge 12 13 Battery

Central Tank Battery Location: UL G, Section 2, Township 25 South, Range 29 East

Gas Title Transfer Meter Location:

Pools

Pool Name Pool Code

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	
	VB 1105 0002	E/2	12-25S-29E	
	VC 0601 0001	W/2	12-25S-29E	
	V0 3633 0004	All	11-25S-29E	
	NMNM 105348317 (015303)	All	13-25S-29E	
	MMM 103340317 (013303)	All	14-25S-29E	

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-47205	Convol Congo 12 12 Endovel Com #25H	E/2	12-25S-29E	98220
30-015-4/205	Corral Gorge 12 13 Federal Com #35H	E/2	13-25S-29E	90220
30-015-47206	Corral Gorge 12 13 Federal Com #36H	E/2	12-25S-29E	98220
30-013-47200	Corrai Gorge 12 13 Federal Com #3011	E/2	13-25S-29E	90220
30-015-47207	Corral Gorge 12 13 Federal Com #37H	E/2	12-25S-29E	98220
30-013-47207	Corrai Gorge 12 13 Federal Com #3/11	E/2	13-25S-29E	90220
30-015-47208	Connel Congo 12 12 Endonel Com #29H	E/2	12-25S-29E	98220
30-013-47206	Corral Gorge 12 13 Federal Com #38H	E/2	13-25S-29E	90220
		E/2	11-25S-29E	
30-015-47212	Corral Gorge 12 13 Federal Com #31H	W/2	12-25S-29E	98220
30-013-47212	Corrai Gorge 12 13 Federal Com #3111	W/2	13-25S-29E	70220
		E/2	14-25S-29E	
		E/2	11-25S-29E	
30-015-47214	Corral Gorge 12 13 Federal Com #32H	W/2	12-25S-29E	98220
30-013-4/214	Corrai Gorge 12 13 Federai Colli #32H	W/2	13-25S-29E	90220
		E/2	14-25S-29E	
		E/2	11-25S-29E	
30-015-47201	Correl Corgo 12 13 Endorel Com #34H	W/2	12-25S-29E	98220
30-013-4/201	Corral Gorge 12 13 Federal Com #34H	W/2	13-25S-29E	70440
	E/2	14-25S-29E		

		E/2	11-25S-29E	
30-015-47215	0-015-47215 Corral Gorge 12 13 Federal Com #311H	W/2	12-25S-29E	98220
50 015 47215		W/2	13-25S-29E	70220
		E/2	14-25S-29E	
		E/2	11-25S-29E	
30-015-47527	Corral Bluff 11 14 Federal Com #35H	W/2	12-25S-29E	98220
30-013-4/32/	Corrai Bluit 11 14 Federal Com #3311	W/2	13-25S-29E	70220
		E/2	14-25S-29E	
		E/2	11-25S-29E	
30-015-48024	Corral Bluff 11 14 Federal Com #36H	$\mathbf{W}/2$	12-25S-29E	98220
30-015-46024	Corrai Bluii 11 14 Federal Com #50ff	$\mathbf{W}/2$	13-25S-29E	90220
		E/2	14-25S-29E	
		E/2	11-25S-29E	
20 015 49025	Council Direct 11 14 Endancil Com #27II	W/2	12-25S-29E	00220
30-015-48025	Corral Bluff 11 14 Federal Com #37H	W/2	13-25S-29E	98220
		E/2	14-25S-29E	
		E/2	11-25S-29E	
20.015.40026	C IDI (C11 14 E I I C #20H	W/2	12-25S-29E	00220
30-015-48026	Corral Bluff 11 14 Federal Com #38H	W/2	13-25S-29E	98220
		E/2	14-25S-29E	
		E/2	11-25S-29E	
20.04#.40020	G IDI 6644 44 F I I G WA4ATI	W/2	12-25S-29E	00000
30-015-48029	Corral Bluff 11 14 Federal Com #312H	W/2	13-25S-29E	98220
		E/2	14-25S-29E	
20.04.7.40024		W/2	11-25S-29E	00000
30-015-48021	Corral Bluff 11 14 Federal Com #31H	W/2	14-25S-29E	98220
20.01#.40022	C IDI 604444 E I I C HANY	W/2	11-25S-29E	00000
30-015-48023	Corral Bluff 11 14 Federal Com #32H	W/2	14-25S-29E	98220
20.04.5.455.60		W/2	11-25S-29E	00000
30-015-47769	Corral Bluff 11 14 Federal Com #33H	W/2	14-25S-29E	98220
20.045.4550		W/2	11-25S-29E	00000
30-015-47770	Corral Bluff 11 14 Federal Com #34H	W/2	14-25S-29E	98220
20.04#.40020	C IDI 6044 44 F I I C 1044 II	W/2	11-25S-29E	00220
30-015-48028	Corral Bluff 11 14 Federal Com #311H	W/2	14-25S-29E	98220
20.04#.4#204	C 1C 1212 1 1C 1977	E/2 E/2	12-25S-29E	0.6450
30-015-47204	Corral Gorge 12 13 Federal Com #74H	E/2 E/2	13-25S-29E	96473
20.015.45202	C 1C 12.12.1 1.C #8211	W/2 E/2	12-25S-29E	0.6453
30-015-47203	Corral Gorge 12 13 Federal Com #73H	W/2 E/2	13-25S-29E	96473
20.015.45105	G 1G 4242 F 1 1 G #FATT	E/2 W/2	12-25S-29E	0.6450
30-015-47187	Corral Gorge 12 13 Federal Com #72H	E/2 W/2	13-25S-29E	96473
20.015.45106	G 1G 4242 F 1 1 G 1994 F	W/2 W/2	12-25S-29E	0.6450
30-015-47186	Corral Gorge 12 13 Federal Com #71H	W/2 W/2	13-25S-29E	96473
20.015.40050	Complete 14 14 E. L. C. WACH	E/2 E/2	11-25S-29E	0.0453
30-015-48876	30-015-48876 Corral Bluff 11 14 Federal Com #26H	E/2 E/2	14-25S-29E	96473
20.015.40004	Complete 14 14 E 1 1 C WART	W/2 E/2	11-25S-29E	0.0453
30-015-48884 Corral Bluff 11 14 Federal Com #25H	W/2 E/2	14-25S-29E	96473	
20.015.40020	20.045.40020	E/2 W/2	11-25S-29E	0.0453
30-015-48020	30-015-48020 Corral Bluff 11 14 Federal Com #23H	E/2 W/2	14-25S-29E	96473

30-015-48019	Corral Bluff 11 14 Federal Com #22H	W/2 W/2	11-25S-29E	96473
30-013-40019	Corrai biuli 11 14 Federai Com #22fi	W/2 W/2	14-25S-29E	904/3

State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit B

Order: PLC-934

Operator: Oxy USA, Inc. (16696)

Pool	led Areas			
Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Wolfcamp NMNM 105720867 (144359)	E/2	12-25S-29E	640	A
CA Wollcamp (144339)	E/2	13-25S-29E	040	A
	E/2	11-25S-29E		
CA Walfaamp NMNM 105720966 (144259)	W/2	12-25S-29E	1280	В
CA Wolfcamp NMNM 105720866 (144358)	W/2	13-25S-29E	1200	D
	E/2	14-25S-29E		
CA W-16 NNANNA 10/202224	W/2	11-25S-29E	640	•
CA Wolfcamp NMNM 106303224	W/2	14-25S-29E		C
CA D C NANNA 10/2/7500	W/2 W/2	11-25S-29E	320	D
CA Bone Spring NMNM 106367590	W/2 W/2	14-25S-29E		D
CAR C NAME 10/2/FF0F	E/2 W/2	11-25S-29E	220	E
CA Bone Spring NMNM 106367585	E/2 W/2	14-25S-29E	320	
CAR C NAME 10/2/FF0/	W/2 E/2	11-25S-29E	220	10
CA Bone Spring NMNM 106367596	W/2 E/2	14-25S-29E	320	\mathbf{F}
CAR C NAME 10/2/FF04	E/2 E/2	11-25S-29E	220	•
CA Bone Spring NMNM 106367594	E/2 E/2	14-25S-29E	320	G
CA D C . NIMBIR 10/2/701/	W/2 W/2	12-25S-29E	220	
CA Bone Spring NMNM 106367816	W/2 W/2	13-25S-29E	320	Н
CA Dana Carria - NIMINIM 10/2/7017	E/2 W/2	12-25S-29E	220	т
CA Bone Spring NMNM 106367817	E/2 W/2	13-25S-29E	320	I
CA D C NIMINIM 10/2/7010	W/2 E/2	12-25S-29E	220	т.
CA Bone Spring NMNM 106367818	W/2 E/2	13-25S-29E	320	J
CA D C . NIMINIA 10/2/7010	E/2 E/2	12-25S-29E	9E 320	17
CA Bone Spring NMNM 106367819	E/2 E/2	13-25S-29E		K

Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
VB 1105 0002	E/2	12-25S-29E	320	A
NMNM 105348317 (015303)	E/2	13-25S-29E	320	A
V0 3633 0004	E/2	11-25S-29E	320	В
VC 0601 0001	W/2	12-25S-29E	320	В
NMNM 105348317 (015303)	W/2	13-25S-29E	640	В
(013303)	E/2	14-25S-29E	040	
V0 3633 0004	W/2	11-25S-29E	320	C
NMNM 105348317 (015303)	W/2	14-25S-29E	320	C
V0 3633 0004	W/2 W/2	11-25S-29E	160	D

NMNM 105348317 (015303)	W/2 W/2	14-25S-29E	160	D
V0 3633 0004	E/2 W/2	11-25S-29E	160	\mathbf{E}
NMNM 105348317 (015303)	E/2 W/2	14-25S-29E	160	E
V0 3633 0004	W/2 E/2	11-25S-29E	160	F
NMNM 105348317 (015303)	W/2 E/2	14-25S-29E	160	\mathbf{F}
V0 3633 0004	E/2 E/2	11-25S-29E	160	G
NMNM 105348317 (015303)	E/2 E/2	14-25S-29E	160	G
VC 0601 0001	W/2 W/2	12-25S-29E	160	H
NMNM 105348317 (015303)	W/2 W/2	13-25S-29E	160	H
VC 0601 0001	E/2 W/2	12-25S-29E	160	I
NMNM 105348317 (015303)	E/2 W/2	13-25S-29E	160	I
VB 1105 0002	W/2 E/2	12-25S-29E	160	J
NMNM 105348317 (015303)	W/2 E/2	13-25S-29E	160	J
VB 1105 0002	E/2 E/2	12-25S-29E	160	K
NMNM 105348317 (015303)	E/2 E/2	13-25S-29E	160	K

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

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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**

CONDITIONS

Action 322961

CONDITIONS

Operator:	OGRID:	
OXY USA INC	16696	
P.O. Box 4294	Action Number:	
Houston, TX 772104294	322961	
	Action Type:	
	[C-107] Surface Commingle or Off-Lease (C-107B)	

CONDITIONS

Created By	Condition	Condition Date
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.	5/30/2024