

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

State of New Mexico  
Energy, Minerals and Natural Resources Department  
**OIL CONSERVATION DIVISION**  
1220 S. St Francis Drive  
Santa Fe, New Mexico 87505

Form C-107-B  
Revised August 1, 2011

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

**APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)**

OPERATOR NAME: OXY USA INC.

OPERATOR ADDRESS: PO BOX 4294, HOUSTON, TX, 77210

APPLICATION TYPE:

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

LEASE TYPE: ☐ Fee ☒ State ☒ FederalIs this an Amendment to existing Order? ☒ Yes ☐ No If "Yes", please include the appropriate Order No. CTB 1038A

Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling

☒ Yes ☐ No**(A) POOL COMMINGLING**

Please attach sheets with the following information

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

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

Please attach sheets with the following information

(1) Pool Name and Code.

(2) Is all production from same source of supply? ☐ Yes ☐ No(3) Has all interest owners been notified by certified mail of the proposed commingling? ☐ Yes ☐ No(4) Measurement type: ☐ Metering ☐ Other (Specify)**(C) POOL and LEASE COMMINGLING**

Please attach sheets with the following information

(1) Complete Sections A and E.

**(D) OFF-LEASE STORAGE and MEASUREMENT**

Please attached sheets with the following information

(1) Is all production from same source of supply? ☐ Yes ☐ No

(2) Include proof of notice to all interest owners.

**(E) ADDITIONAL INFORMATION (for all application types)**

Please attach sheets with the following information

(1) A schematic diagram of facility, including legal location.

(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.

(3) Lease Names, Lease and Well Numbers, and API Numbers.

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

SIGNATURE: Sandra Musallam TITLE: REGULATORY ENGINEER DATE: 03/01/2024TYPE OR PRINT NAME SANDRA MUSALLAM TELEPHONE NO.: 713-366-5106E-MAIL ADDRESS: SANDRA\_MUSALLAM@OXY.COM

Revised March 23, 2017

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

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



**ADMINISTRATIVE APPLICATION CHECKLIST**

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

**Applicant:** OXY USA INC **OGRID Number:** 16696  
**Well Name:** CORRAL BLUFF 11\_14 FED COM #31H & MULTIPLE **API:** 30-015-48021 & MULTIPLE  
**Pool:** PURPLE SAGE;WOLFCAMP, GAS & PIERCE CROSSING; BONE SPRING, EAST **Pool Code:** 98220 & 96473

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

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

A. Location – Spacing Unit – Simultaneous Dedication

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

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

[ I ] Commingling – Storage – Measurement

☐ DHC ☐ CTB ☒ PLC ☐ PC ☐ OLS ☐ OLM

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

☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR

Amendment to  
CTB 1038A

**2) NOTIFICATION REQUIRED TO:** Check those which apply.

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

**FOR OCD ONLY**

☐ Notice Complete  
☐ Application Content Complete

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

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

03/01/2024

Date

SANDRA MUSALLAM

Print or Type Name

713-366-5106

Phone Number

Signature

Sandra\_Musallam@OXY.COM

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	API	SURFACE LOCATION	DATE ONLINE	EST. OIL (BOPD)	EST. GRAVITY API	EST. GAS (MSCFD)	EST. BTU/CF	EST. WATER (BWPD)
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#### 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
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#### 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
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#### COM AGREEMENT PENDING

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

POOL: PIERCE CROSSING;BONE SPRING (96473)

WELL NAME	API	SURFACE LOCATION	DATE ONLINE	EST. OIL (BOPD)	EST. GRAVITY API	EST. GAS (MSCFD)	EST. BTU/CF	EST. WATER (BWPD)
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#### 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
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#### 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
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#### COM AGREEMENT PENDING

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

POOL: PIERCE CROSSING;BONE SPRING (96473)

WELL NAME	API	SURFACE LOCATION	DATE ONLINE	EST. OIL (BOPD)	EST. GRAVITY API	EST. GAS (MSCFD)	EST. BTU/CF	EST. WATER (BWPD)
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#### E/2 E/2 SECTIONS 11 & 14

CORRAL BLUFF 11_14 FED COM #026H	30-015-48876	A-11-25S-29E	EST MAY 2024	1115	45.7	3960	1325	1705
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#### W/2 E/2 SECTIONS 11 & 14

CORRAL BLUFF 11_14 FED COM #025H	30-015-48884	A-11-25S-29E	EST MAY 2024	1115	45.7	3960	1325	1705
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#### E/2 W/2 SECTIONS 11 & 14

CORRAL BLUFF 11_14 FED COM #023H	30-015-48020	M-02-25S-29E	EST MAY 2024	1115	45.7	3960	1325	1705
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#### W/2 W/2 SECTIONS 11 & 14

CORRAL BLUFF 11_14 FED COM #022H	30-015-48019	M-02-25S-29E	EST MAY 2024	1115	45.7	3960	1325	1705
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\*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.

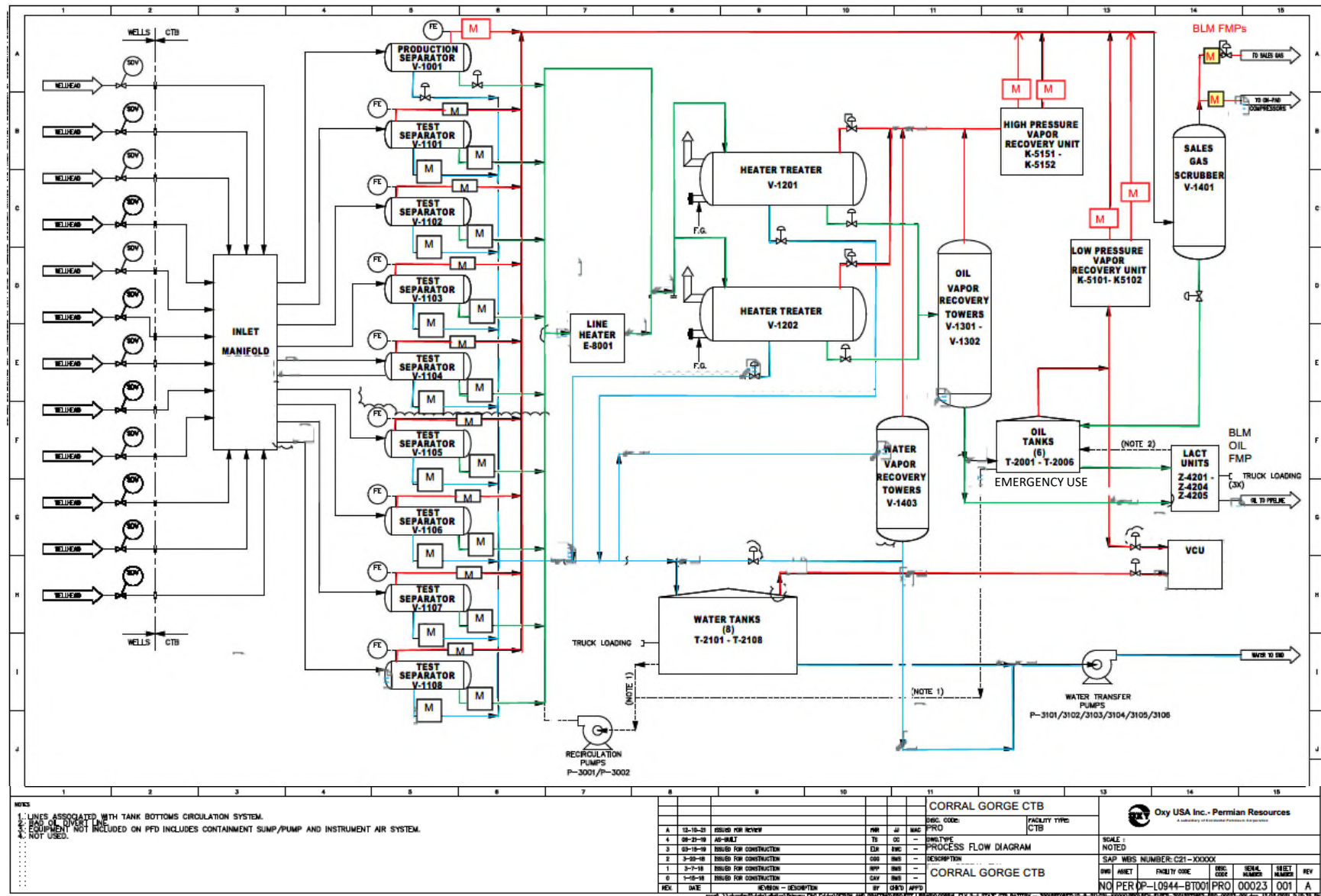
Commingling will not reduce the individual wells' production value or otherwise adversely affect the interest owners. It is the most effective means of producing the reserves.



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.





## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-015-47186		<sup>2</sup> Pool Code 96473	<sup>3</sup> Pool Name PIERCE CROSSING; BONE SPRING, EAST	
<sup>4</sup> Property Code	<sup>5</sup> Property Name CORRAL GORGE 12-13 FED COM			<sup>6</sup> Well Number 71H
<sup>7</sup> OGRID No. 16696	<sup>8</sup> Operator Name OXY USA INC.			<sup>9</sup> Elevation 3122.4'

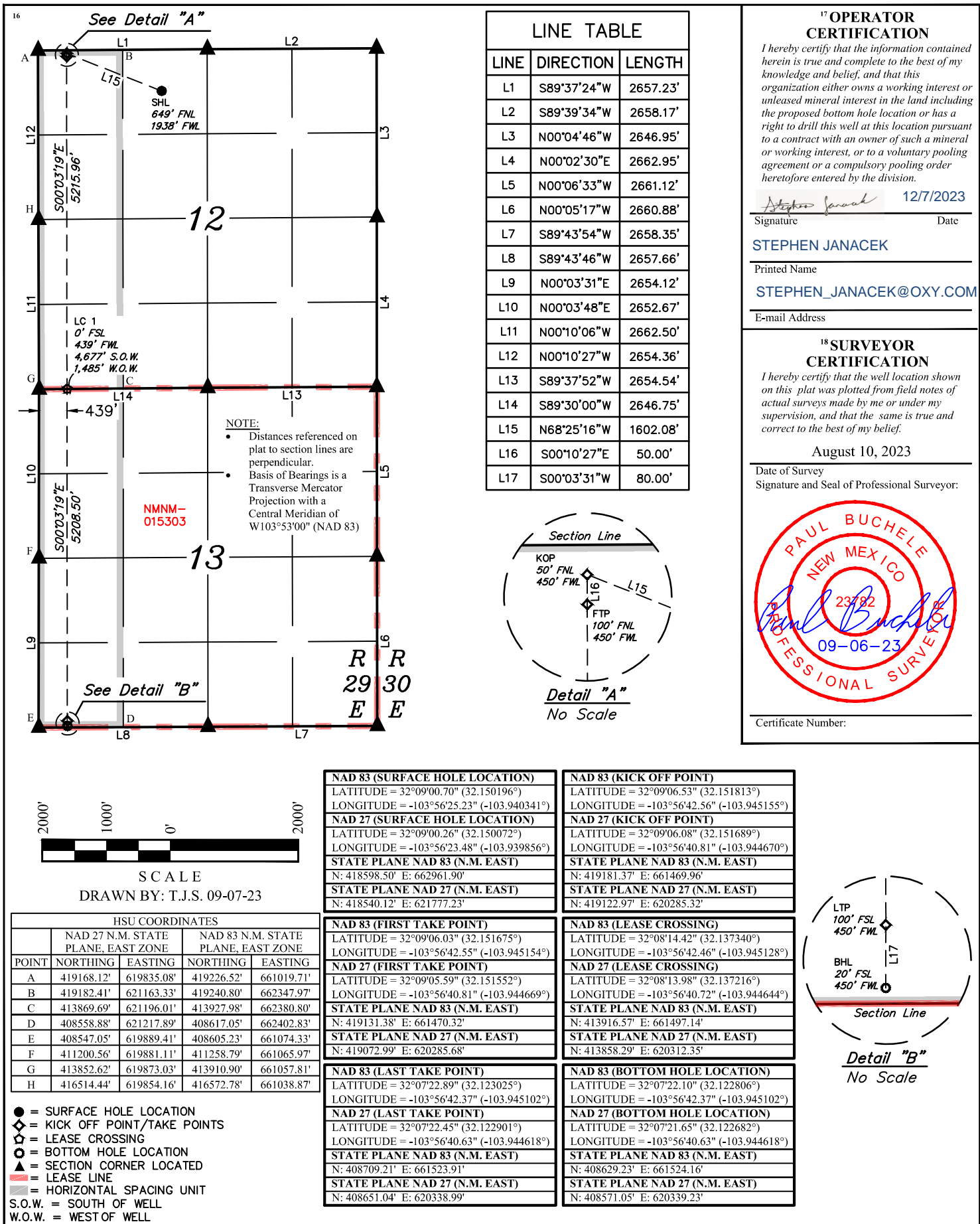
<sup>10</sup>Surface Location

UL or lot no. C	Section 12	Township 25S	Range 29E	Lot Idn	Feet from the 649	North/South line NORTH	Feet from the 1938	East/West line WEST	County EDDY
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<sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no. M	Section 13	Township 25S	Range 29E	Lot Idn	Feet from the 20	North/South line SOUTH	Feet from the 450	East/West line WEST	County EDDY
<sup>12</sup> Dedicated Acres 320		<sup>13</sup> Joint or Infill		<sup>14</sup> Consolidation Code		<sup>15</sup> 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.





## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-015-47187		<sup>2</sup> Pool Code 96473	<sup>3</sup> Pool Name PIERCE CROSSING; BONE SPRING, EAST	
<sup>4</sup> Property Code	<sup>5</sup> Property Name CORRAL GORGE 12-13 FED COM			<sup>6</sup> Well Number 72H
<sup>7</sup> OGRID No. 16696	<sup>8</sup> Operator Name OXY USA INC.			<sup>9</sup> Elevation 3122.4'

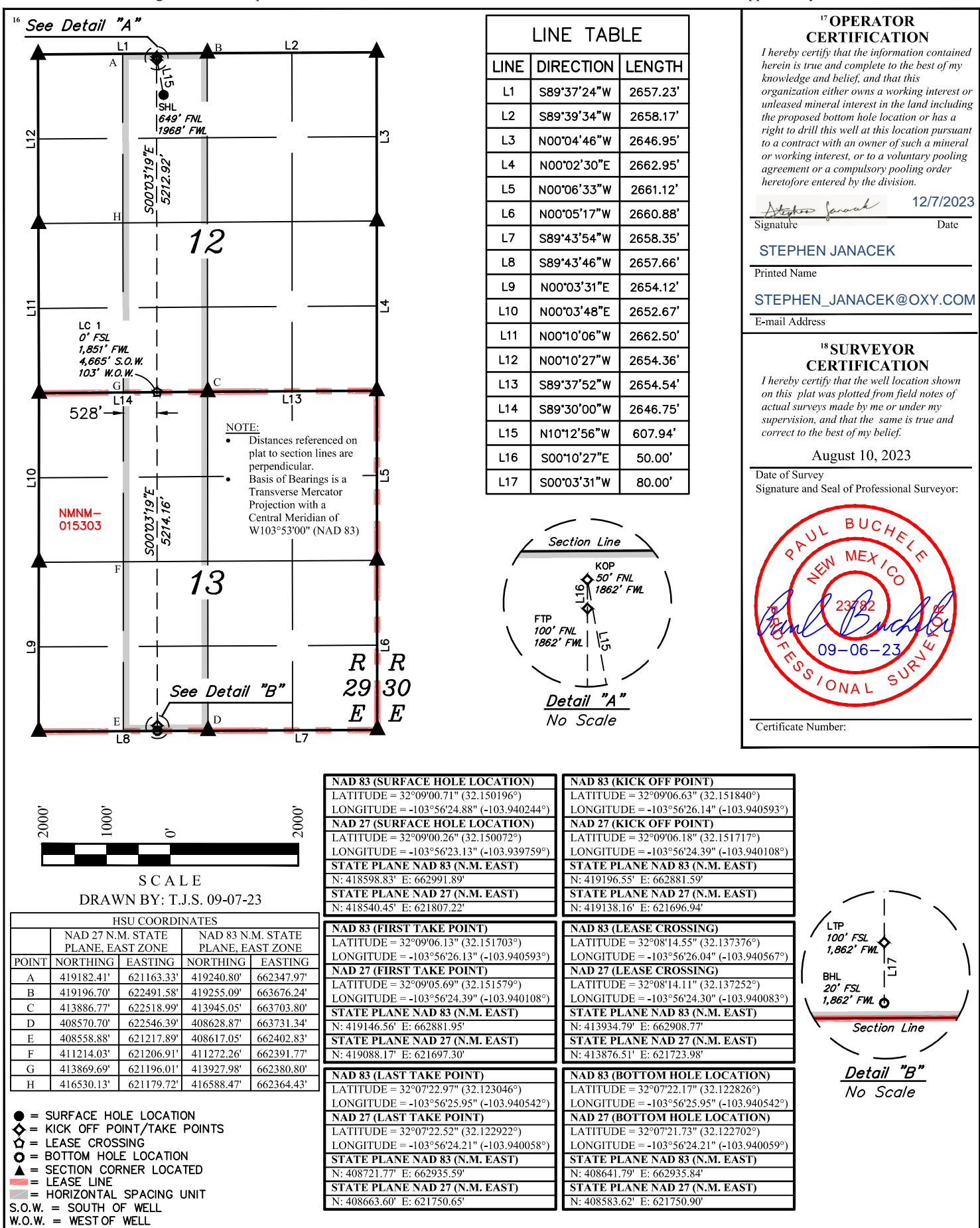
<sup>10</sup>Surface Location

UL or lot no. C	Section 12	Township 25S	Range 29E	Lot Idn	Feet from the 649	North/South line NORTH	Feet from the 1968	East/West line WEST	County EDDY
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<sup>11</sup> Bottom Hole Location If Different From Surface


UL or lot no. N	Section 13	Township 25S	Range 29E	Lot Idn	Feet from the 20	North/South line SOUTH	Feet from the 1862	East/West line WEST	County EDDY
<sup>12</sup> Dedicated Acres 320		<sup>13</sup> Joint or Infill		<sup>14</sup> Consolidation Code		<sup>15</sup> 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.



**XXX** AMENDED REPORT



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

<b>NAD 83 (BOTTOM HOLE LOCATION)</b>	
LATITUDE = 32°07'22.33" (32.122870°)	
LONGITUDE = -103°55'49.68" (-103.930467°)	
<b>NAD 27 (BOTTOM HOLE LOCATION)</b>	
LATITUDE = 32°07'21.89" (32.122746°)	
LONGITUDE = -103°55'47.94" (-103.929983°)	
<b>STATE PLANE NAD 83 (N.M. EAST)</b>	
N: 408669.45'	E: 666055.00'
<b>STATE PLANE NAD 27 (N.M. EAST)</b>	
N: 408611.29'	E: 624870.02'

District I  
625 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

☒ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-015-48019	<sup>2</sup> Pool Code 96473	<sup>3</sup> Pool Name PIERCE CROSS; BONE PSRING , EAST
<sup>4</sup> Property Code	<sup>5</sup> Property Name CORRAL BLUFF 11-14 FED COM	<sup>6</sup> Well Number 22H
<sup>7</sup> OGRID No. 16696	<sup>8</sup> Operator Name OXY USA INC.	<sup>9</sup> Elevation 3050.2'

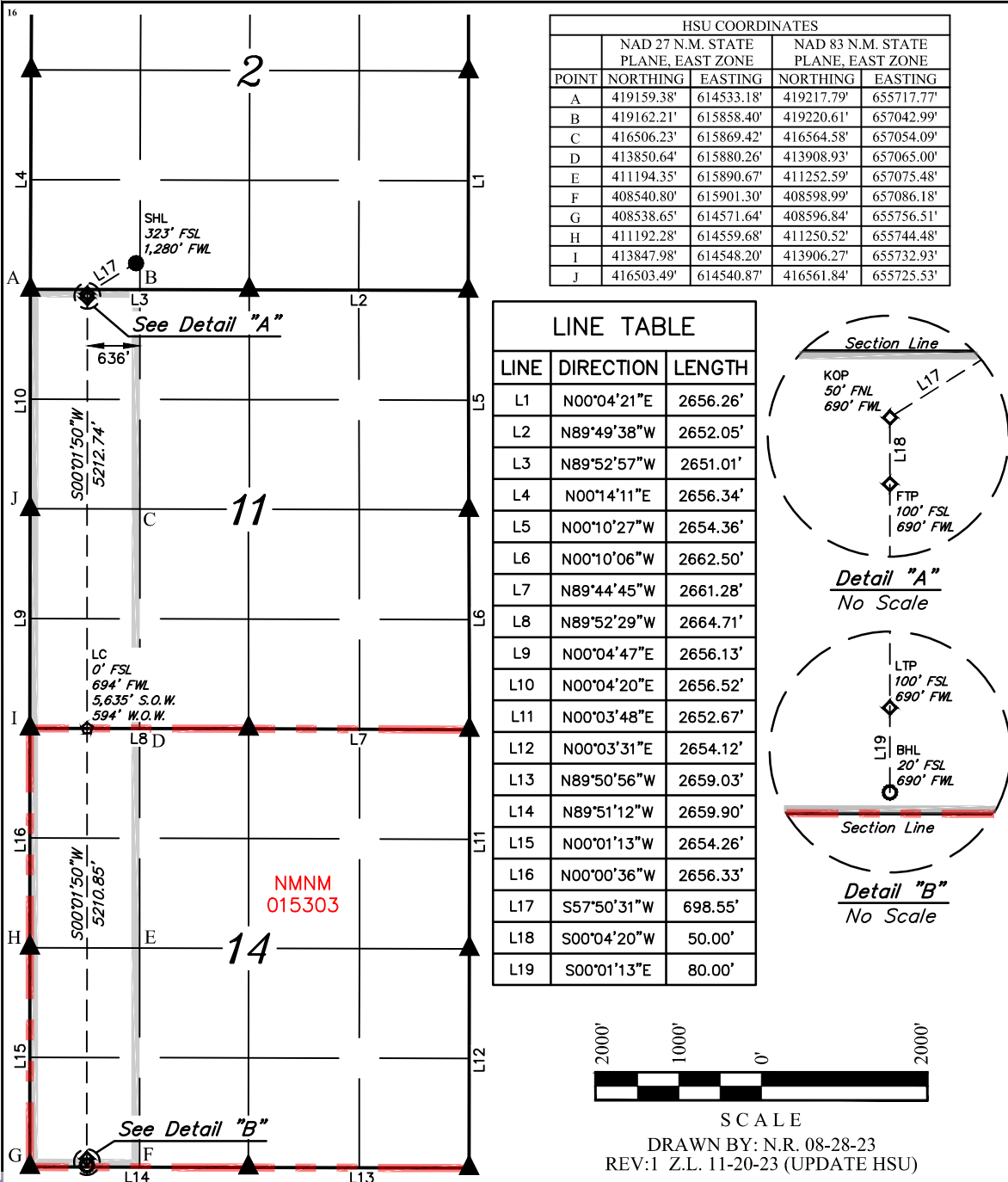
<sup>10</sup> Surface Location

UL or lot no. M	Section 2	Township 25S	Range 29E	Lot Idn	Feet from the 323	North/South line SOUTH	Feet from the 1280	East/West line WEST	County EDDY
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<sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no. M	Section 14	Township 25S	Range 29E	Lot Idn	Feet from the 20	North/South line SOUTH	Feet from the 690	East/West line WEST	County EDDY
<sup>12</sup> Dedicated Acres 320	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> 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.



<sup>17</sup> OPERATOR CERTIFICATION

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

Stephen Janacek 12/5/2023  
Signature Date

STEPHEN JANACEK

Printed Name

STEPHEN\_JANACEK@OXY.COM

E-mail Address

<sup>18</sup> 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
- = LEASE LINE
- = HORIZONTAL SPACING UNIT
- 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)

<b>NAD 83 (SURFACE HOLE LOCATION)</b> LATITUDE = 32°09'10.27" (32.152852°) LONGITUDE = -103°57'34.57" (-103.959602°)
<b>NAD 27 (SURFACE HOLE LOCATION)</b> LATITUDE = 32°09'09.82" (32.152728°) LONGITUDE = -103°57'32.82" (-103.959117°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 419543.47' E: 656997.47'
<b>STATE PLANE NAD 27 (N.M. EAST)</b> N: 419485.06' E: 615812.88'

<b>NAD 83 (KICK OFF POINT)</b> LATITUDE = 32°09'06.58" (32.151829°) LONGITUDE = -103°57'41.44" (-103.961512°)
<b>NAD 83 (KICK OFF POINT)</b> LATITUDE = 32°09'06.14" (32.151705°) LONGITUDE = -103°57'39.69" (-103.961026°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 419169.27' E: 656407.77'
<b>STATE PLANE NAD 27 (N.M. EAST)</b> N: 419110.87' E: 615223.18'

<b>NAD 83 (FIRST TAKE POINT)</b> LATITUDE = 32°09'06.09" (32.151691°) LONGITUDE = -103°57'41.44" (-103.961512°)
<b>NAD 27 (FIRST TAKE POINT)</b> LATITUDE = 32°09'05.64" (32.151567°) LONGITUDE = -103°57'39.69" (-103.961026°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 419119.28' E: 656407.92'
<b>STATE PLANE NAD 27 (N.M. EAST)</b> N: 419060.88' E: 615223.32'

<b>NAD 83 (LEASE CROSSING)</b> LATITUDE = 32°08'14.51" (32.137365°) LONGITUDE = -103°57'41.43" (-103.961509°)
<b>NAD 27 (LEASE CROSSING)</b> LATITUDE = 32°08'14.07" (32.137241°) LONGITUDE = -103°57'39.68" (-103.961023°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 413907.66' E: 656426.92'
<b>STATE PLANE NAD 27 (N.M. EAST)</b> N: 413849.36' E: 615242.19'

<b>NAD 83 (LAST TAKE POINT)</b> LATITUDE = 32°07'22.96" (32.123044°) LONGITUDE = -103°57'41.42" (-103.961505°)
<b>NAD 27 (LAST TAKE POINT)</b> LATITUDE = 32°07'22.51" (32.122920°) LONGITUDE = -103°57'39.67" (-103.961021°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 408697.93' E: 656445.91'
<b>STATE PLANE NAD 27 (N.M. EAST)</b> N: 408639.74' E: 615261.04'

<b>NAD 83 (BOTTOM HOLE LOCATION)</b> LATITUDE = 32°07'22.17" (32.122824°) LONGITUDE = -103°57'41.42" (-103.961505°)
<b>NAD 27 (BOTTOM HOLE LOCATION)</b> LATITUDE = 32°07'21.72" (32.122700°) LONGITUDE = -103°57'39.67" (-103.961020°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 408617.95' E: 656446.27'
<b>STATE PLANE NAD 27 (N.M. EAST)</b> N: 408559.76' E: 615261.40'

District I  
625 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  
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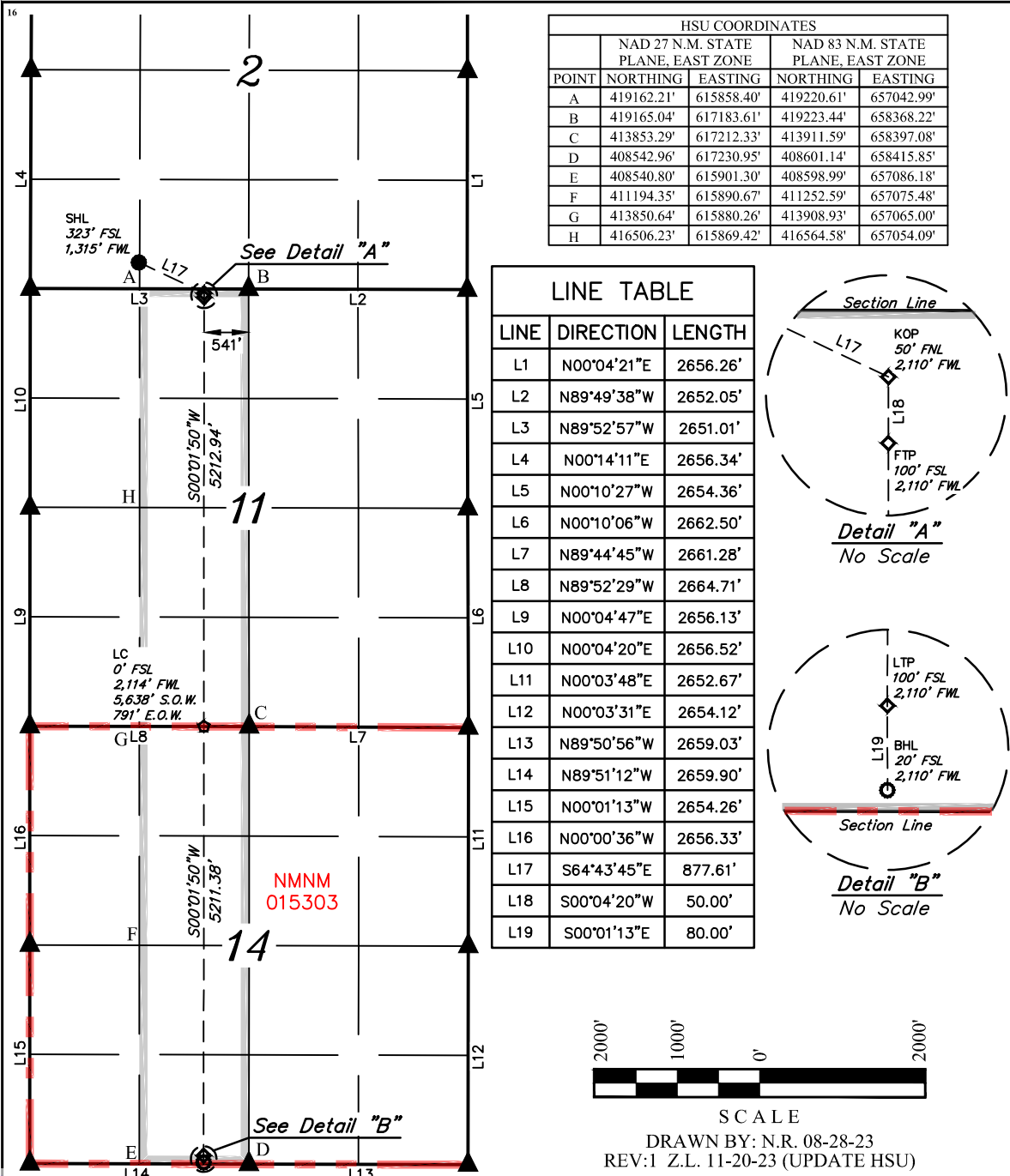
WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-015-48020	<sup>2</sup> Pool Code 96473	<sup>3</sup> Pool Name PIERCE CROSSING; BONE SPRING, EAST
<sup>4</sup> Property Code	<sup>5</sup> Property Name CORRAL BLUFF 11-14 FED COM	<sup>6</sup> Well Number 23H
<sup>7</sup> OGRID No. 16696	<sup>8</sup> Operator Name OXY USA INC.	<sup>9</sup> Elevation 3050.6'

<sup>10</sup> Surface Location									
UL or lot no. M	Section 2	Township 25S	Range 29E	Lot Idn	Feet from the 323	North/South line SOUTH	Feet from the 1315	East/West line WEST	County EDDY

<sup>11</sup> Bottom Hole Location If Different From Surface									
UL or lot no. N	Section 14	Township 25S	Range 29E	Lot Idn	Feet from the 20	North/South line SOUTH	Feet from the 2110	East/West line WEST	County EDDY
<sup>12</sup> Dedicated Acres 320		<sup>13</sup> Joint or Infill		<sup>14</sup> Consolidation Code		<sup>15</sup> 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.



<sup>17</sup> OPERATOR CERTIFICATION

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

12/5/2023

Signature Date  
STEPHEN JANACEK  
Printed Name  
STEPHEN\_JANACEK@OXY.COM  
E-mail Address

<sup>18</sup> 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:

PAUL BUCHELE  
NEW MEXICO  
23782  
08-28-23  
PROFESSIONAL SURVEYOR

Certificate Number:

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

<b>NAD 83 (SURFACE HOLE LOCATION)</b> LATITUDE = 32°09'10.27" (32.152851°) LONGITUDE = -103°57'34.16" (-103.959489°)
<b>NAD 27 (SURFACE HOLE LOCATION)</b> LATITUDE = 32°09'09.82" (32.152728°) LONGITUDE = -103°57'32.41" (-103.959003°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 419543.55' E: 657032.46'
<b>STATE PLANE NAD 27 (N.M. EAST)</b> N: 419485.14' E: 615847.87'

<b>NAD 83 (KICK OFF POINT)</b> LATITUDE = 32°09'06.56" (32.151823°) LONGITUDE = -103°57'24.93" (-103.956924°)
<b>NAD 83 (KICK OFF POINT)</b> LATITUDE = 32°09'06.12" (32.151700°) LONGITUDE = -103°57'23.18" (-103.956439°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 419172.30' E: 657827.47'
<b>STATE PLANE NAD 27 (N.M. EAST)</b> N: 419113.89' E: 616642.87'

<b>NAD 83 (FIRST TAKE POINT)</b> LATITUDE = 32°09'06.07" (32.151686°) LONGITUDE = -103°57'24.93" (-103.956924°)
<b>NAD 27 (FIRST TAKE POINT)</b> LATITUDE = 32°09'05.62" (32.151562°) LONGITUDE = -103°57'23.18" (-103.956439°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 419122.31' E: 657827.62'
<b>STATE PLANE NAD 27 (N.M. EAST)</b> N: 419063.91' E: 616643.01'

<b>NAD 83 (LEASE CROSSING)</b> LATITUDE = 32°08'14.49" (32.137359°) LONGITUDE = -103°57'24.92" (-103.956922°)
<b>NAD 27 (LEASE CROSSING)</b> LATITUDE = 32°08'14.05" (32.137235°) LONGITUDE = -103°57'23.17" (-103.956437°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 413910.49' E: 657846.63'
<b>STATE PLANE NAD 27 (N.M. EAST)</b> N: 413852.20' E: 616661.88'

<b>NAD 83 (LAST TAKE POINT)</b> LATITUDE = 32°07'22.93" (32.123036°) LONGITUDE = -103°57'24.91" (-103.956919°)
<b>NAD 27 (LAST TAKE POINT)</b> LATITUDE = 32°07'22.48" (32.122912°) LONGITUDE = -103°57'23.17" (-103.956435°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 408700.23' E: 657865.62'
<b>STATE PLANE NAD 27 (N.M. EAST)</b> N: 408642.04' E: 616680.73'

<b>NAD 83 (BOTTOM HOLE LOCATION)</b> LATITUDE = 32°07'22.14" (32.122817°) LONGITUDE = -103°57'24.91" (-103.956919°)
<b>NAD 27 (BOTTOM HOLE LOCATION)</b> LATITUDE = 32°07'21.69" (32.122693°) LONGITUDE = -103°57'23.16" (-103.956435°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 408620.25' E: 657865.98'
<b>STATE PLANE NAD 27 (N.M. EAST)</b> N: 408562.06' E: 616681.09'



District I  
625 N. French Dr., Hobbs, NM 88240  
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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

<sup>1</sup> API Number 30-015-48884	<sup>2</sup> Pool Code 96473	<sup>3</sup> Well Name PIERCE CROSSING; BONE SPRING, EAST
<sup>4</sup> Property Code	<sup>5</sup> Property Name CORRAL BLUFF 11-14 FED COM	<sup>6</sup> Well Number 25H
<sup>7</sup> OGRID No. 16696	<sup>8</sup> Operator Name OXY USA INC.	<sup>9</sup> Elevation 3078.2'

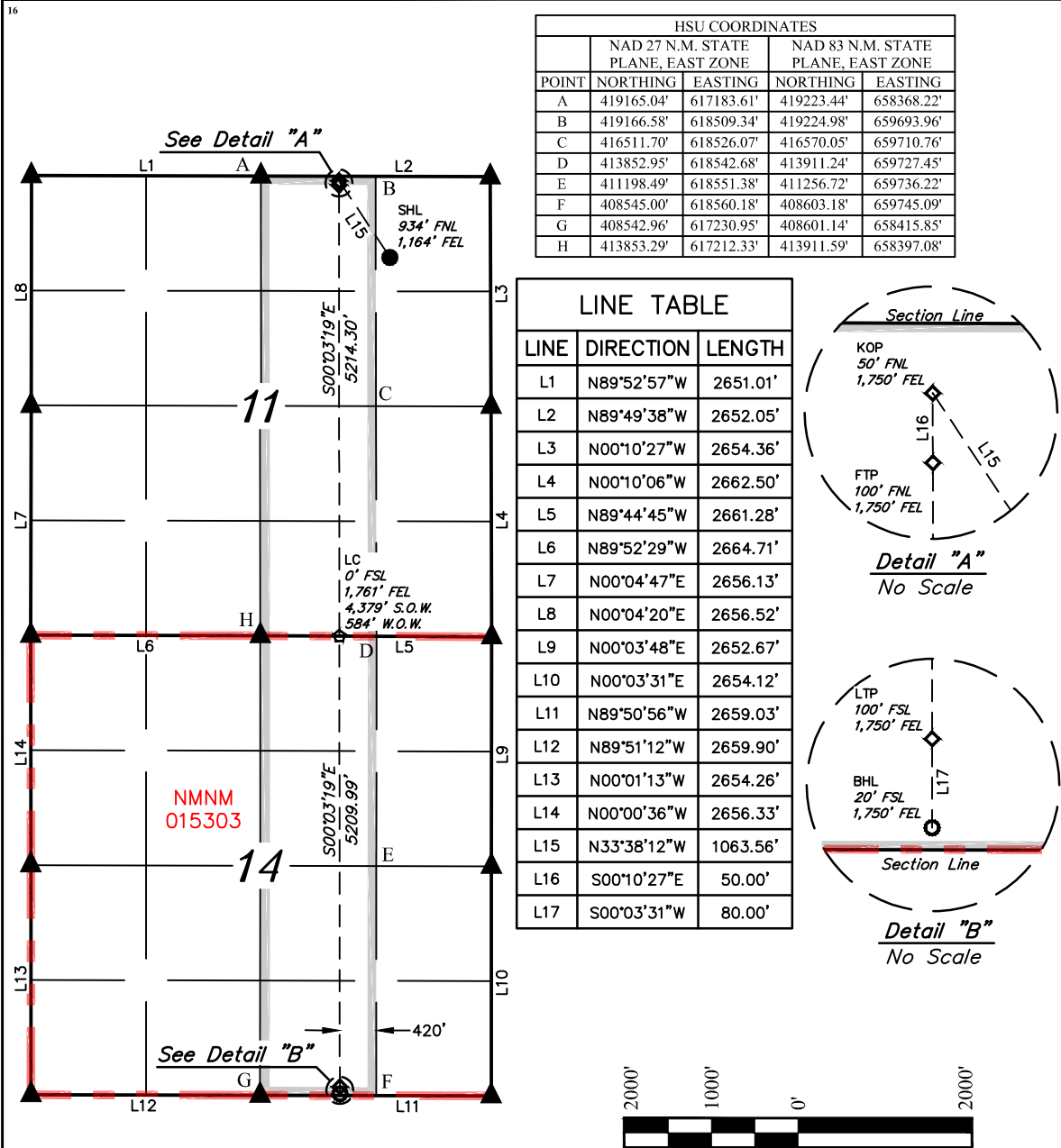
<sup>10</sup> Surface Location

UL or lot no. A	Section 11	Township 25S	Range 29E	Lot Idn	Feet from the 934	North/South line NORTH	Feet from the 1164	East/West line EAST	County EDDY
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<sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no. O	Section 14	Township 25S	Range 29E	Lot Idn	Feet from the 20	North/South line SOUTH	Feet from the 1750	East/West line EAST	County EDDY
<sup>12</sup> Dedicated Acres 320	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> 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.



<sup>17</sup> OPERATOR  
CERTIFICATION

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

Signature: Stephen Janacek Date: 12/6/2023  
Printed Name: STEPHEN JANACEK  
E-mail Address: STEPHEN\_JANACEK@OXY.COM

<sup>18</sup> 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
- = LEASE LINE
- = HORIZONTAL SPACING UNIT
- 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)

<b>NAD 83 (SURFACE HOLE LOCATION)</b> LATITUDE = 32°08'57.78" (32.149383°) LONGITUDE = -103°57'01.29" (-103.950357°)	<b>NAD 83 (KICK OFF POINT)</b> LATITUDE = 32°09'06.54" (32.151815°) LONGITUDE = -103°57'08.14" (-103.952262°)	<b>NAD 83 (FIRST TAKE POINT)</b> LATITUDE = 32°09'06.04" (32.151678°) LONGITUDE = -103°57'08.14" (-103.952261°)
<b>NAD 27 (SURFACE HOLE LOCATION)</b> LATITUDE = 32°08'57.33" (32.149259°) LONGITUDE = -103°56'59.54" (-103.949872°)	<b>NAD 27 (KICK OFF POINT)</b> LATITUDE = 32°09'06.09" (32.151692°) LONGITUDE = -103°57'06.40" (-103.951777°)	<b>NAD 27 (FIRST TAKE POINT)</b> LATITUDE = 32°09'05.60" (32.151554°) LONGITUDE = -103°57'06.39" (-103.951776°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 418291.67' E: 659863.11'	<b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 419174.50' E: 659270.40'	<b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 419124.51' E: 659270.77'
<b>STATE PLANE NAD 27 (N.M. EAST)</b> N: 418233.29' E: 618678.46'	<b>STATE PLANE NAD 27 (N.M. EAST)</b> N: 419116.10' E: 618085.79'	<b>STATE PLANE NAD 27 (N.M. EAST)</b> N: 419066.11' E: 618086.15'
<b>NAD 83 (LEASE CROSSING)</b> LATITUDE = 32°08'14.45" (32.137347°) LONGITUDE = -103°57'08.04" (-103.952234°)	<b>NAD 83 (LAST TAKE POINT)</b> LATITUDE = 32°07'22.90" (32.123029°) LONGITUDE = -103°57'07.95" (-103.952207°)	<b>NAD 83 (BOTTOM HOLE LOCATION)</b> LATITUDE = 32°07'22.11" (32.122809°) LONGITUDE = -103°57'07.95" (-103.952207°)
<b>NAD 27 (LEASE CROSSING)</b> LATITUDE = 32°08'14.00" (32.137224°) LONGITUDE = -103°57'06.30" (-103.951750°)	<b>NAD 27 (LAST TAKE POINT)</b> LATITUDE = 32°07'22.46" (32.122905°) LONGITUDE = -103°57'06.20" (-103.951723°)	<b>NAD 27 (BOTTOM HOLE LOCATION)</b> LATITUDE = 32°07'21.67" (32.122685°) LONGITUDE = -103°57'06.20" (-103.951723°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 413911.35' E: 659297.59'	<b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 408702.52' E: 659324.38'	<b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 408622.53' E: 659324.63'
<b>STATE PLANE NAD 27 (N.M. EAST)</b> N: 413853.06' E: 618112.82'	<b>STATE PLANE NAD 27 (N.M. EAST)</b> N: 408644.33' E: 618139.47'	<b>STATE PLANE NAD 27 (N.M. EAST)</b> N: 408564.35' E: 618139.72'

District I  
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Form C-102  
Revised August 1, 2011  
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☒ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-015-48876		<sup>2</sup> Pool Code 96473		<sup>3</sup> Pool Name PIERCE CROSSING; BONE SPRING, EAST	
<sup>4</sup> Property Code		<sup>5</sup> Property Name CORRAL BLUFF 11-14 FED COM			<sup>6</sup> Well Number 26H
<sup>7</sup> OGRID No. 16696		<sup>8</sup> Operator Name OXY USA INC.			<sup>9</sup> Elevation 3076.8'

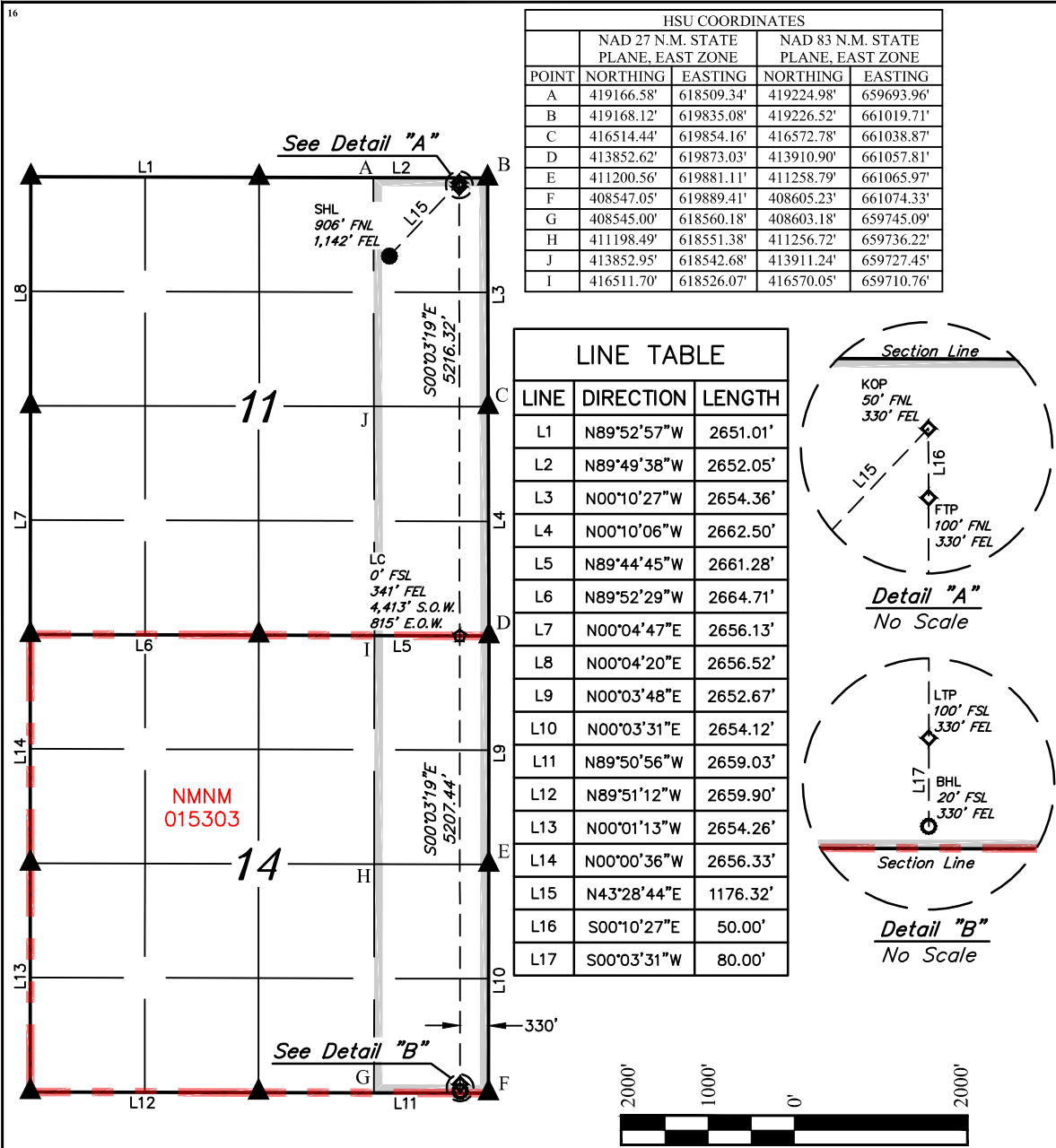
<sup>10</sup> Surface Location

UL or lot no. A	Section 11	Township 25S	Range 29E	Lot Idn	Feet from the 906	North/South line NORTH	Feet from the 1142	East/West line EAST	County EDDY
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<sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no. P	Section 14	Township 25S	Range 29E	Lot Idn	Feet from the 20	North/South line SOUTH	Feet from the 330	East/West line EAST	County EDDY
<sup>12</sup> Dedicated Acres 320		<sup>13</sup> Joint or Infill		<sup>14</sup> Consolidation Code		<sup>15</sup> 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.



HSU COORDINATES				
	NAD 27 N.M. STATE PLANE, EAST ZONE		NAD 83 N.M. STATE PLANE, EAST ZONE	
POINT	NORTHING	EASTING	NORTHING	EASTING
A	419166.58'	618509.34'	419224.98'	659693.96'
B	419168.12'	619835.08'	419226.52'	661019.71'
C	416514.44'	619854.16'	416572.78'	661038.87'
D	413852.62'	619873.03'	413910.90'	661057.81'
E	411200.56'	619881.11'	411258.79'	661065.97'
F	408547.05'	619889.41'	408605.23'	661074.33'
G	408545.00'	618560.18'	408603.18'	659745.09'
H	411198.49'	618551.38'	411256.72'	659736.22'
J	413852.95'	618542.68'	413911.24'	659727.45'
I	416511.70'	618526.07'	416570.05'	659710.76'

<sup>17</sup> OPERATOR CERTIFICATION

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

*Stephen Janacek* 12/6/2023  
Signature Date

STEPHEN JANACEK

Printed Name

STEPHEN\_JANACEK@OXY.COM

E-mail Address

<sup>18</sup> 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
- = LEASE LINE
- = HORIZONTAL SPACING UNIT
- 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)

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

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

<b>NAD 83 (KICK OFF POINT)</b> LATITUDE = 32°09'06.50" (32.151806°) LONGITUDE = -103°56'51.63" (-103.947675°)
<b>NAD 27 (KICK OFF POINT)</b> LATITUDE = 32°09'06.06" (32.151682°) LONGITUDE = -103°56'49.88" (-103.947189°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 419176.15' E: 660690.13'
<b>STATE PLANE NAD 27 (N.M. EAST)</b> N: 419117.75' E: 619505.50'

<b>NAD 83 (FIRST TAKE POINT)</b> LATITUDE = 32°09'06.01" (32.151669°) LONGITUDE = -103°56'51.63" (-103.947674°)
<b>NAD 27 (FIRST TAKE POINT)</b> LATITUDE = 32°09'05.56" (32.151545°) LONGITUDE = -103°56'49.88" (-103.947189°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 419126.16' E: 660690.50'
<b>STATE PLANE NAD 27 (N.M. EAST)</b> N: 419067.76' E: 619505.86'

<b>NAD 83 (LEASE CROSSING)</b> LATITUDE = 32°08'14.40" (32.137332°) LONGITUDE = -103°56'51.53" (-103.947648°)
<b>NAD 27 (LEASE CROSSING)</b> LATITUDE = 32°08'13.95" (32.137209°) LONGITUDE = -103°56'49.79" (-103.947163°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 413910.99' E: 660717.32'
<b>STATE PLANE NAD 27 (N.M. EAST)</b> N: 413852.70' E: 619532.54'

<b>NAD 83 (LAST TAKE POINT)</b> LATITUDE = 32°07'22.87" (32.123021°) LONGITUDE = -103°56'51.44" (-103.947621°)
<b>NAD 27 (LAST TAKE POINT)</b> LATITUDE = 32°07'22.43" (32.122897°) LONGITUDE = -103°56'49.69" (-103.947137°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 408704.70' E: 660744.08'
<b>STATE PLANE NAD 27 (N.M. EAST)</b> N: 408646.52' E: 619559.16'

<b>NAD 83 (BOTTOM HOLE LOCATION)</b> LATITUDE = 32°07'22.08" (32.122801°) LONGITUDE = -103°56'51.44" (-103.947621°)
<b>NAD 27 (BOTTOM HOLE LOCATION)</b> LATITUDE = 32°07'21.64" (32.122677°) LONGITUDE = -103°56'49.69" (-103.947137°)
<b>STATE PLANE NAD 83 (N.M. EAST)</b> N: 408624.72' E: 660744.34'
<b>STATE PLANE NAD 27 (N.M. EAST)</b> N: 408566.54' E: 619559.41'

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	CO	80202	_9414811898765407396279
	SITIO PERMIAN LP	1401 LAWRENCE ST STE 1750	DENVER	CO	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





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

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

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,

A handwritten signature in black ink, appearing to read "S Musallam", with a long horizontal stroke extending to the right.

**OXY USA INC**  
Sandra Musallam  
Regulatory Engineer  
Sandra\_Musallam@oxy.com



Texas/New Mexico

PO Box 631667 Cincinnati, OH 45263-1667

GANNETT

**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	1
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 to amend surface commingle permit CTB 1038A for oil production at the Corral Gorge Battery. The facility is located in Eddy County in Section 2 T25S R29E. Wells going to the battery are located in Sections 2, 11, 12, 13 and 14 in T25S R29E. Production is from the Purple Sage; Wolfcamp Gas and Pierce 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

Federal Communitization Agreement

Contract No. \_\_\_\_\_

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 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and



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

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

**OPERATOR:**

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

DATE: 5-16-2023

BY: 

NAME: James Larling

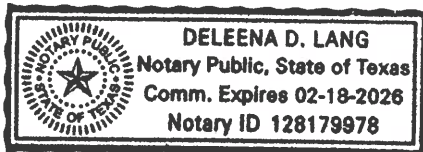
TITLE: Attorney-in-Fact



# ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                     §  
COUNTY OF HARRIS   §

The foregoing instrument was acknowledged before me on this the 16<sup>th</sup>  
day of May, 2023 by James Laning, ATTORNEY-IN-FACT of OXY USA INC., a  
Delaware corporation, on behalf of said corporation.



[Signature]  
Notary Public in and for the State of TEXAS  
My commission expires \_\_\_\_\_

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

**EOG RESOURCES, INC.  
(Record Title Only)**

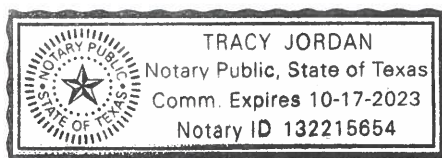
DATE: 11/28/22

BY: [Signature]  
NAME: Matthew W Smith  
TITLE: Agent & Attorney-in-Fact  
84

**ACKNOWLEDGMENT**

STATE OF Texas )  
COUNTY OF Midland ) ss.

The foregoing instrument was acknowledged before me on this the 28<sup>th</sup>  
day of November, 2022, by Matthew W Smith, as Agent & Attorney-in-fact  
of EOG RESOURCES, INC., a Delaware Corporation, on  
behalf of said Corporation.




Tracy Jordan  
Notary Public in and for the State of Texas  
My commission expires 10-17-2023

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

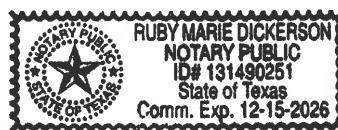
**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD**

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

DATE: 5-26-23BY: NAME: Angie RepkaTITLE: Commercial and Land manager  
Agent & Attorney-in-Fact 

**ACKNOWLEDGMENT**

STATE OF Texas )  
 ) ss.  
COUNTY OF Harris )



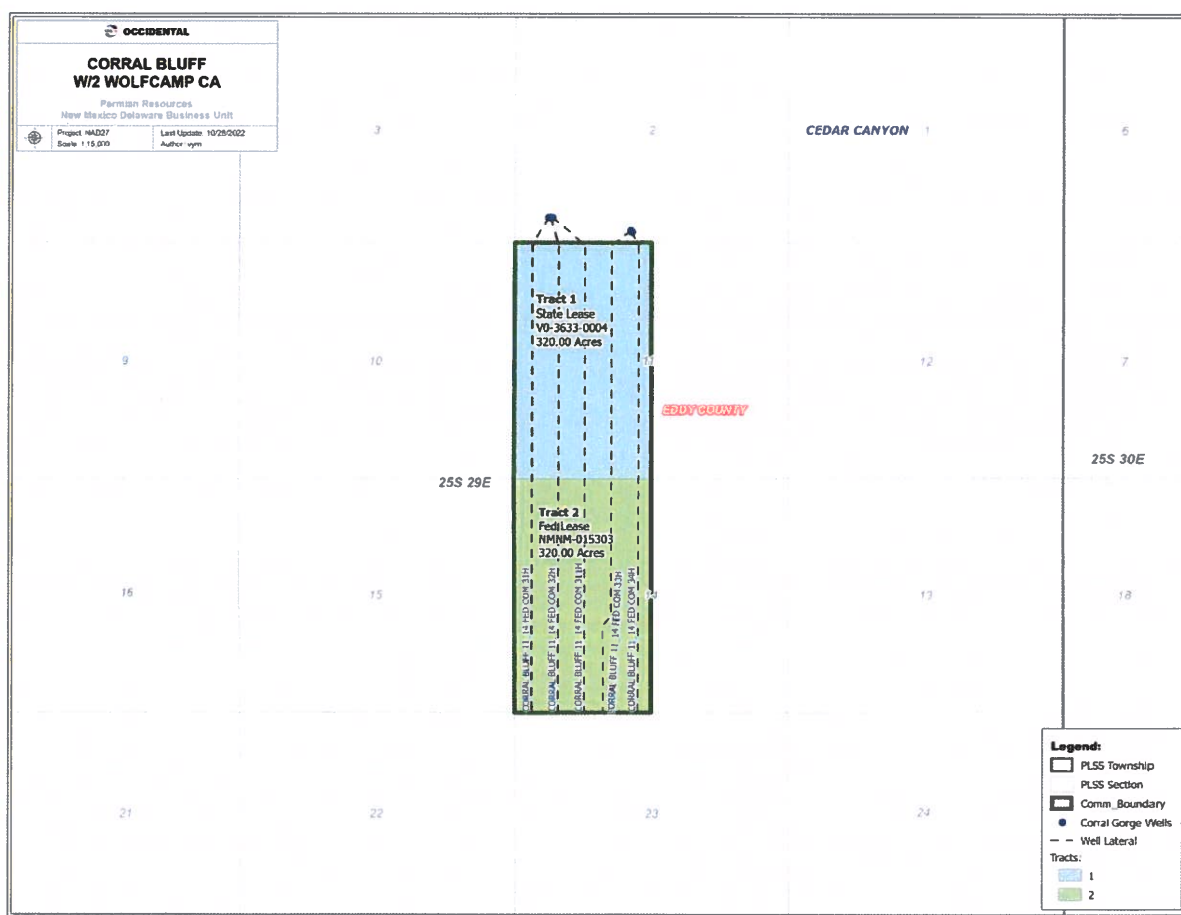
The foregoing instrument was acknowledged before me on this the 26<sup>th</sup>  
day of May, 2023, by Angie Repka, as Commercial & Land Manager  
Agent & Attorney-in-Fact  
of XTO HOLDINGS, LLC, a Limited Liability Company, on behalf  
of said Limited Liability Company.

## 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**

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



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  $1/8^{\text{th}}$  or  $12 \frac{1}{2}$  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  $7/8^{\text{th}}$  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 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
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.

OXY USA INC      A.P.  
 Operator

4-23-24  
 Date

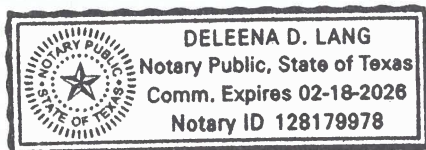
By: [Signature]  
 Operator/Attorney-in-Fact

### ACKNOWLEDGMENT

STATE OF TEXAS §  
 § ss.  
 COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the 23 day of April, 2024, by JAMES LANING, Attorney-in-fact of OXY USA INC., a Delaware corporation, on behalf of said corporation.

(SEAL)



[Signature]  
 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

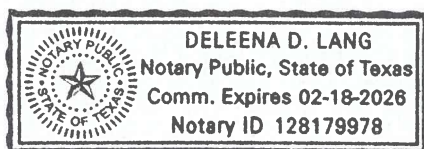
By: [Signature] AD  
Title: Attorney-in-Fact

## ACKNOWLEDGMENT

STATE OF TEXAS §  
§§.  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the 23 day of April, 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 Texas  
My commission expires 2-13-26



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

4-2-2024  
Date

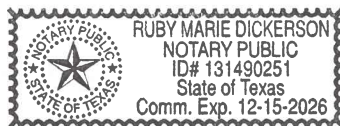
By: Azi R vc  
Title: Commercial & Land Manager, Attorney-in-Fact

## ACKNOWLEDGMENT

STATE OF Texas §  
§§s.  
COUNTY OF Harris §

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

(SEAL)



Ruby Marie Dickerson  
Notary Public in and for the State of Texas  
My commission expires 12-15-2026

WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

2/12/24  
Date

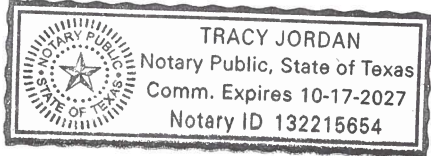
**JB** By: [Signature]  
Title: Matthew W Smith

ACKNOWLEDGMENT

STATE OF Texas §  
COUNTY OF Midland §ss.  
§

The foregoing instrument was acknowledged before me on this the 12<sup>th</sup>  
day of February, 2024, by Matthew W Smith, Attorney-in-fact of EOG Resources,  
Inc., a Delaware Corp, on behalf of said Corporation.

(SEAL)



Tracy Jordan  
Notary Public in and for the State of Texas  
My commission 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 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

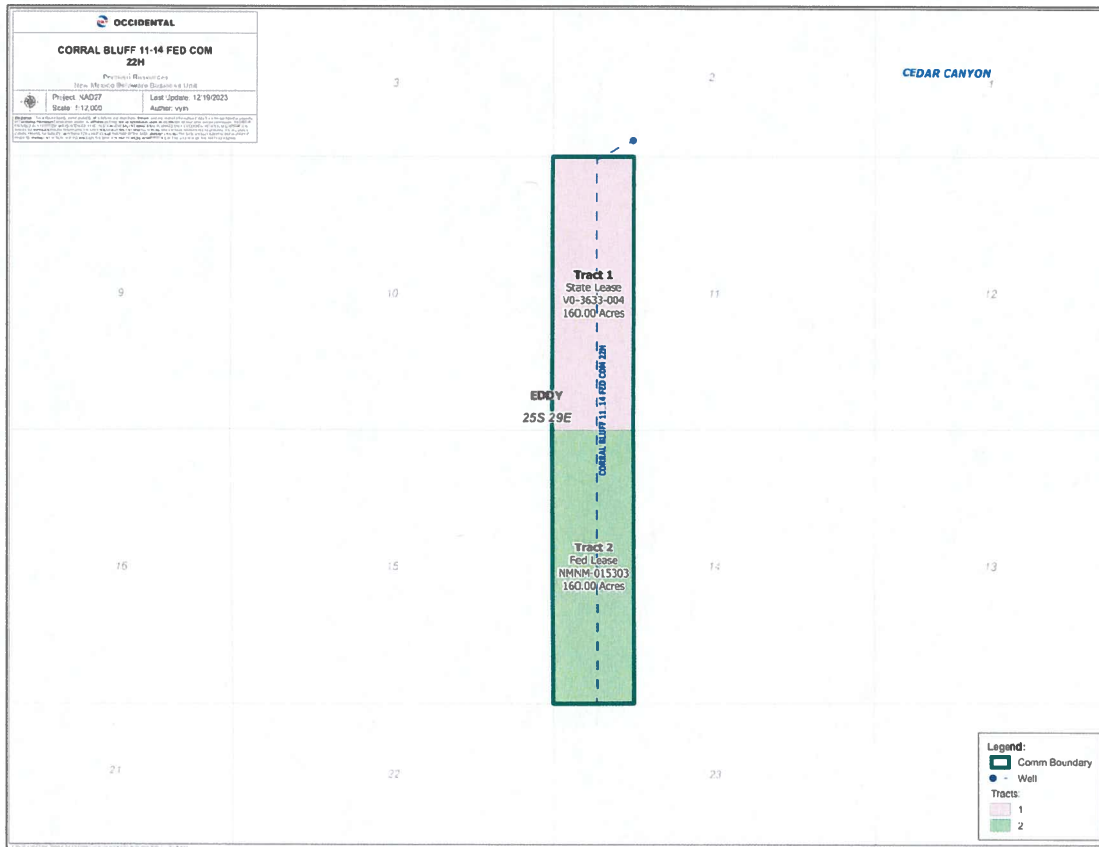


EXHIBIT "B"

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.....56.220000%  
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.....56.220000%  
100.000000%

**RECAPITULATION**

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

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

Corral Bluff 11-14 Fed Com 23H

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: 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  $1/8^{\text{th}}$  or  $12 \frac{1}{2}$  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  $7/8^{\text{th}}$  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 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
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

OXY USA INC.  
Operator

By: [Signature]  
Operator/Attorney-in-Fact

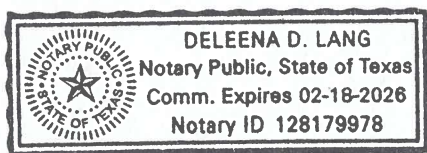
A.P.

### ACKNOWLEDGMENT

STATE OF TEXAS §  
§ ss.  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the 23 day of April, 2024, by JAMES LANING, Attorney-in-fact of OXY USA INC., a Delaware corporation, on behalf of said corporation.

(SEAL)



[Signature]  
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

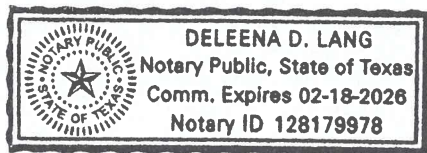
By: [Signature] A.P.  
Title: Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF TEXAS §  
§ss.  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the 23  
day of April, 2024, by JAMES LANING, Attorney-in-fact of OXY USA INC., a  
Delaware corporation, on behalf of said corporation.

(SEAL)



[Signature]  
Notary Public in and for the State of TEXAS  
My commission expires 2-18-26

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

4-2-2024  
Date

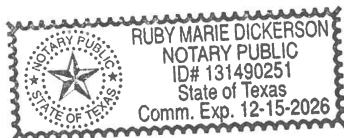
By: Atgi B v  
Title: Commercial Land Manager, Attorney-in-Fact

## ACKNOWLEDGMENT

STATE OF Texas §  
§§.  
COUNTY OF Harris §

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

(SEAL)



Ruby Marie Sickersen  
Notary Public in and for the State of Texas  
My commission expires 12-15-2026



WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

2/12/24  
Date

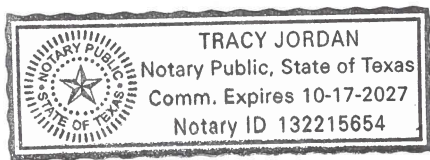
JB By: [Signature]  
Title: Matthew W Smith

ACKNOWLEDGMENT

STATE OF Texas §  
COUNTY OF Midland §ss.  
§

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

(SEAL)



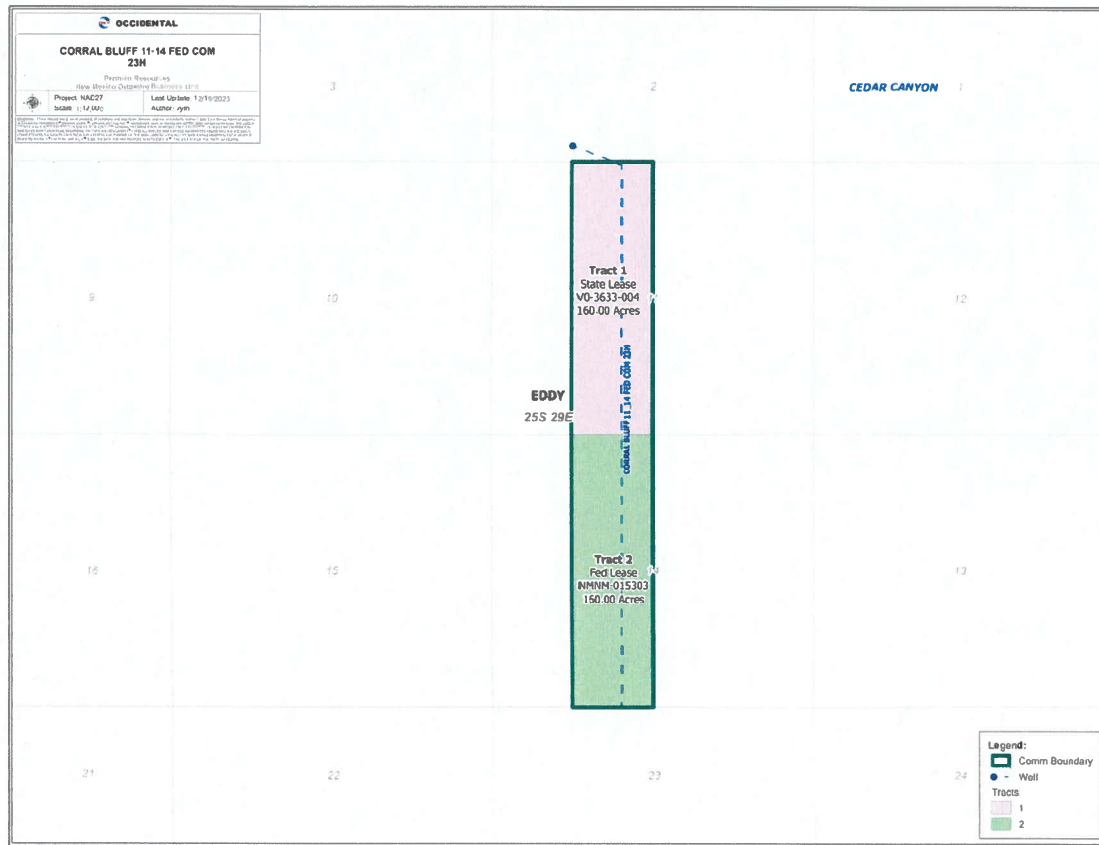
Tracy Jordan  
Notary Public in and for the State of Texas  
My commission expires 10-17-2027

## 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 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.....56.220000%  
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.....56.220000%  
100.000000%

**RECAPITULATION**

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

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  $1/8^{\text{th}}$  or  $12 \frac{1}{2}$  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  $7/8^{\text{th}}$  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 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
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.

OXY USA INC  
 Operator

A.P.

4-23-24  
 Date

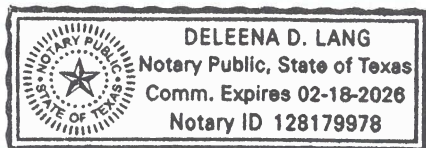
By: [Signature]  
 Operator/Attorney-in-Fact

### ACKNOWLEDGMENT

STATE OF TEXAS §  
 § ss.  
 COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the 23 day of April, 2024, by JAMES LANING, Attorney-in-fact of OXY USA INC., a Delaware corporation, on behalf of said corporation.

(SEAL)



[Signature]  
 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**

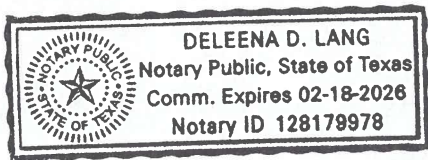
A. 2

## ACKNOWLEDGMENT

STATE OF TEXAS §  
§ss.  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the 23 day of April, 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 Texas  
My commission expires 2-18-26



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

4-2-2024

Date \_\_\_\_\_

By:

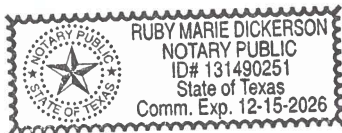
Title: Commercial & Land Manage: Attorney-in-Fact

## ACKNOWLEDGMENT

STATE OF Texas §  
COUNTY OF Harris §  
§§.

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

(SEAL)



Ruby Marie Dickerson  
Notary Public in and for the State of Texas  
My commission expires 12-15-2026

WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

2/12/24  
Date

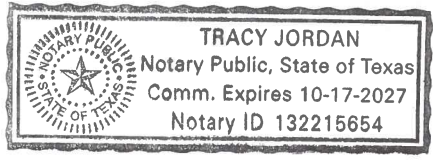
JD By: [Signature]  
Title: Matthew W Smith

ACKNOWLEDGMENT

STATE OF Texas §  
COUNTY OF Midland §ss.  
§

The foregoing instrument was acknowledged before me on this the 12<sup>th</sup>  
day of February, 2024, by Matthew W Smith, Attorney-in-fact of EOG Resources,  
Inc., a Delaware Corp, on behalf of said Corporation

(SEAL)



Tracy Jordan  
Notary Public in and for the State of Texas  
My commission 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 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

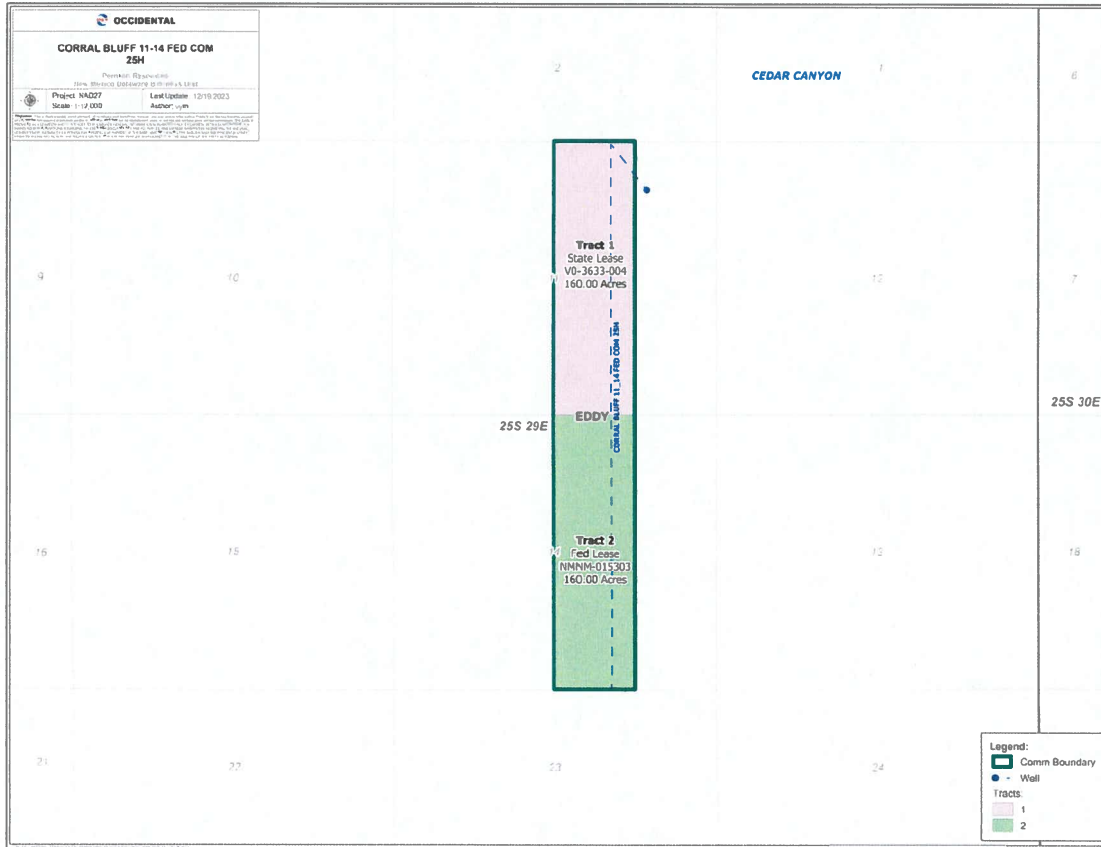


EXHIBIT "B"

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.....56.220000%  
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**

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



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

Corral Bluff 11-14 Fed Com 26H

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: 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  $1/8^{\text{th}}$  or  $12 \frac{1}{2}$  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  $7/8^{\text{th}}$  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 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
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.

OXY USA INC. AP.  
 Operator

4-23-24  
 Date

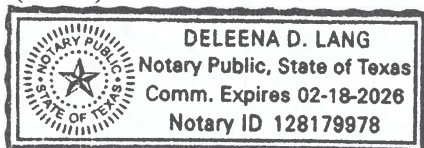
By: [Signature]  
 Operator/Attorney-in-Fact

### ACKNOWLEDGMENT

STATE OF TEXAS §  
 § ss.  
 COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the 23 day of April, 2024, by JAMES LANING, Attorney-in-fact of OXY USA INC., a Delaware corporation, on behalf of said corporation.

(SEAL)



[Signature]  
 Notary Public in and for the State of TEXAS  
 My commission expires 2-18-26



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

4-23-21  
Date

By:

Title: Attorney-in-Fact

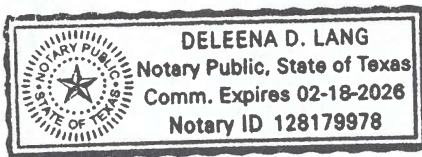
A.P.

## ACKNOWLEDGMENT

STATE OF TEXAS §  
COUNTY OF HARRIS §  
§§.

The foregoing instrument was acknowledged before me on this the 23 day of April, 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 Texas  
My commission expires 2-18-20

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

4-2-2024

Date

By: Aggie B

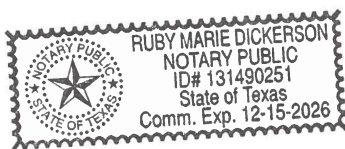
Title: Commercial & Land Manager, Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF Texas §  
§ss.  
COUNTY OF Harris §

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

(SEAL)



Ruby Marie Dickerson  
Notary Public in and for the State of Texas  
My commission expires 12-15-2026

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

2/12/24  
Date

JB

By:

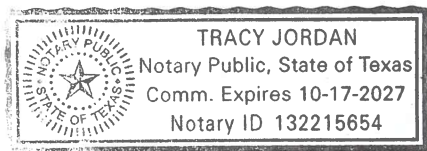
Title: Matthew W Smith

## ACKNOWLEDGMENT

STATE OF Texas §  
COUNTY OF Midland §  
§SS.

The foregoing instrument was acknowledged before me on this the 12<sup>th</sup> day of February, 2024, by Matthew W Smith, Attorney-in-fact of EOG Resources, Inc., a Delaware Corp, on behalf of said Corporation.

(SEAL)



Notary Public in and for the State of Texas  
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

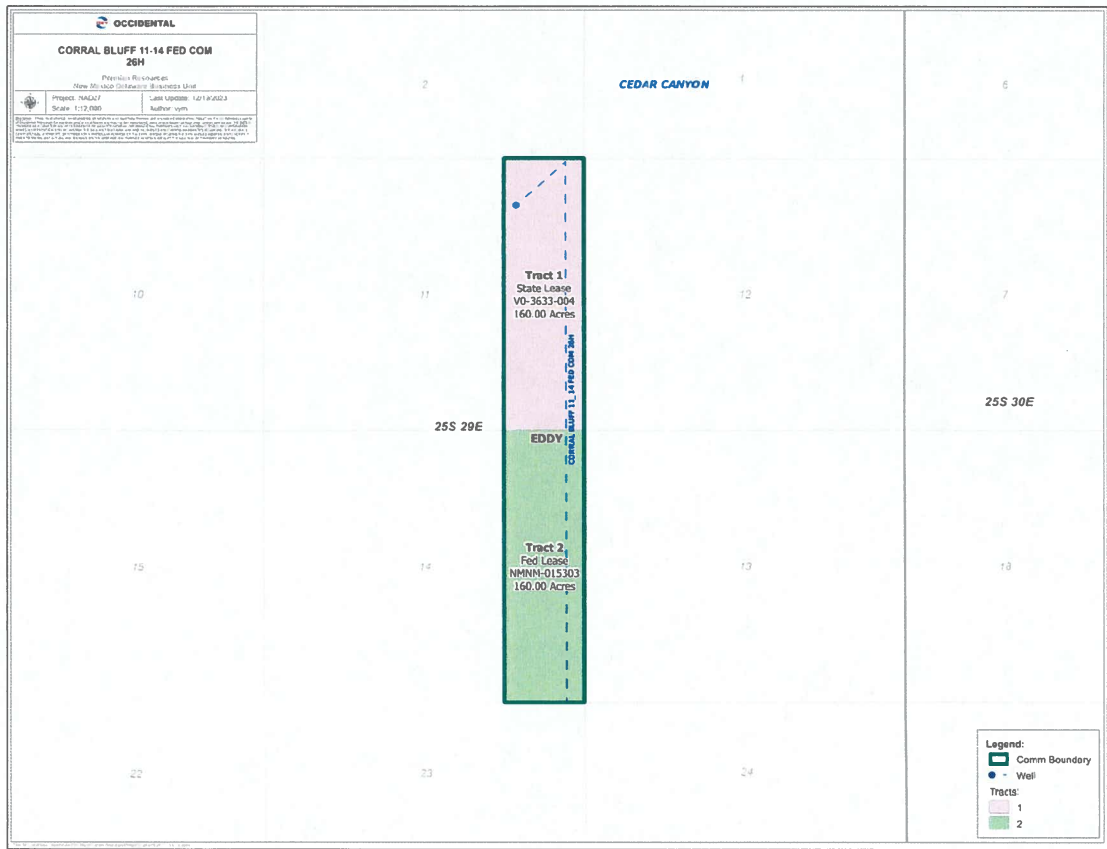


EXHIBIT "B"

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.....56.220000%  
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**

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

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  $1/8^{\text{th}}$  or  $12\frac{1}{2}$  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  $7/8^{\text{th}}$  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 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
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.

OXY USA Inc  
Operator

2-29-24  
Date

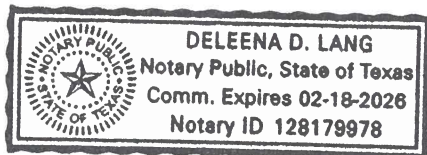
By: [Signature]  
Operator/Attorney-in-Fact

### ACKNOWLEDGMENT

STATE OF TEXAS §  
§ ss.  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the 29 day of February, 2024, by JAMES LANING, Attorney-in-fact of OXY USA INC., a Delaware corporation, on behalf of said corporation.

(SEAL)



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

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

2-29-24  
Date

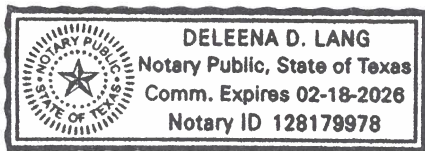
By: [Signature]  
Title: Attorney-in-Fact

## ACKNOWLEDGMENT

STATE OF TEXAS §  
§§S.  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the 21 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**

4-2-2024  
Date

By:  <sup>12</sup>

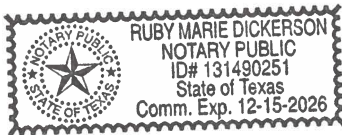
Title: Commercial & Land Manager, Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF Texas §  
§ss.  
COUNTY OF Harris §

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

(SEAL)



Ruby Marie Dickerson  
Notary Public in and for the State of Texas  
My commission expires 12-15-2026

WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

2/12/24  
Date

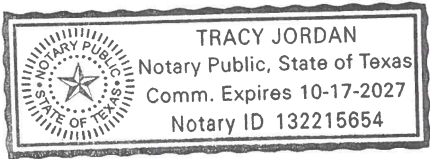
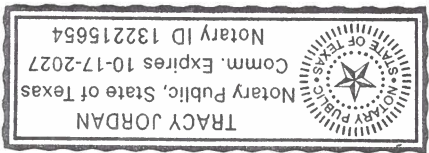
By: [Signature]  
Title: Matthew W Smith

ACKNOWLEDGMENT

STATE OF Texas §  
COUNTY OF Midland §ss.  
§

The foregoing instrument was acknowledged before me on this the 12<sup>th</sup>  
day of February, 2024 by Matthew W Smith, Attorney-in-fact of EOG Resources,  
Inc., a Delaware Corp, on behalf of said Corporation

(SEAL)

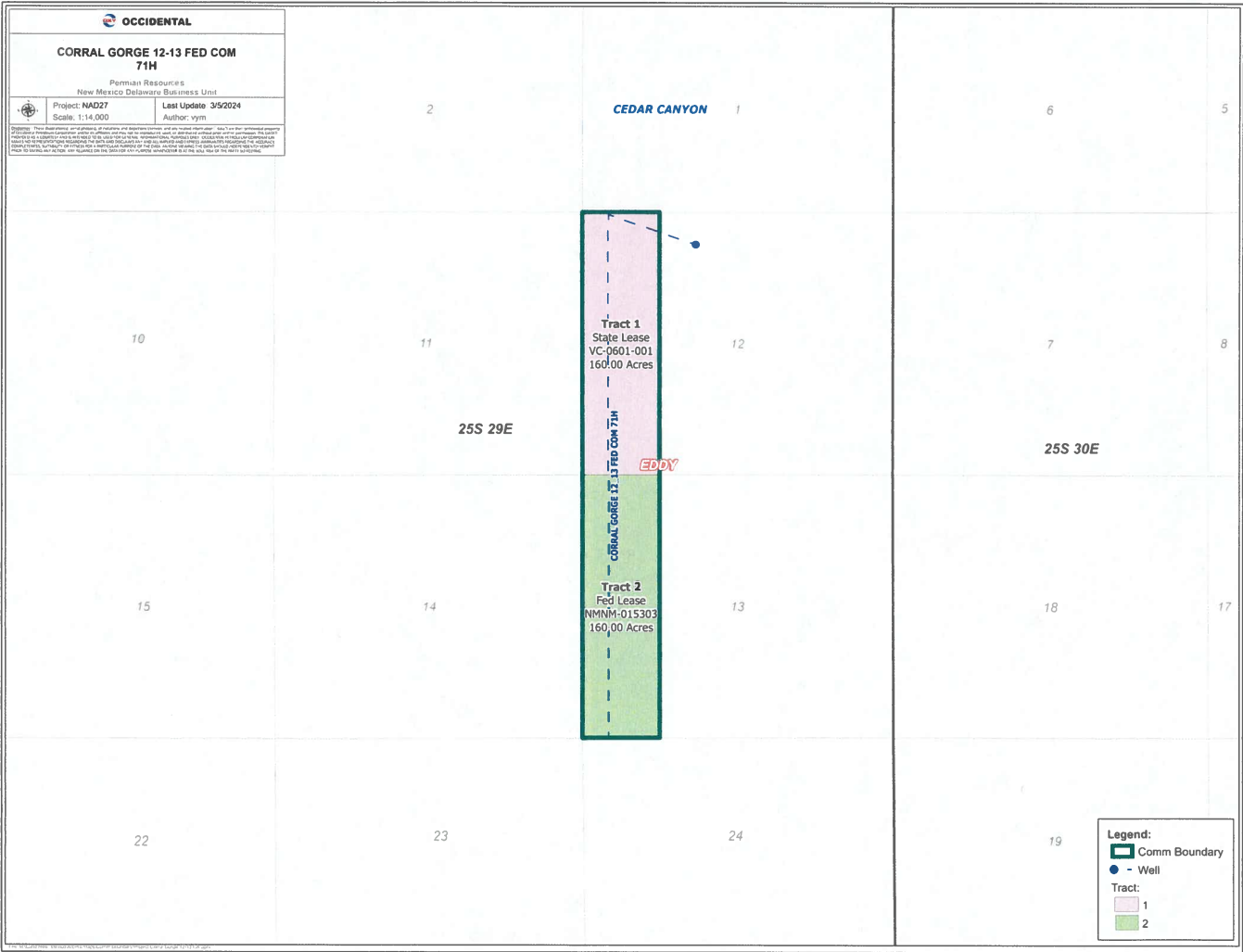


[Signature]  
Notary Public in and for the State of Texas  
My commission expires 10-17-2027

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 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**

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

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

Corral Gorge 12-13 Fed Com 72H

## 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: 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.
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  $1/8^{\text{th}}$  or  $12\frac{1}{2}$  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  $7/8^{\text{th}}$  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 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
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.

OXY USA Inc.  
Operator

2-29-24  
Date

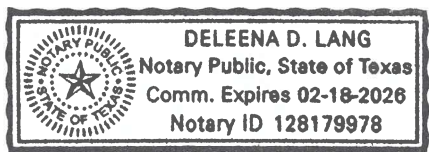
By: [Signature]  
Operator/Attorney-in-Fact

### ACKNOWLEDGMENT

STATE OF TEXAS §  
§ ss.  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the 29 day of February, 2024, by JAMES LANING, Attorney-in-fact of OXY USA INC., a Delaware corporation, on behalf of said corporation.

(SEAL)



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



WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

2/12/24  
Date

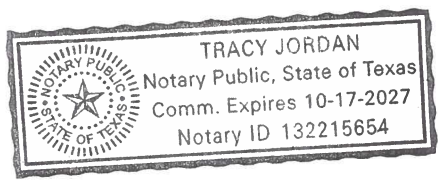
JB By: [Signature]  
Title: Matthew W Smith

ACKNOWLEDGMENT

STATE OF Texas §  
COUNTY OF Midland §ss.

The foregoing instrument was acknowledged before me on this the 12<sup>th</sup>  
day of February, 2024, by Matthew W Smith, Attorney-in-fact of EOG Resources,  
Inc., a Delaware Corp, on behalf of said Corporation

(SEAL)



[Signature]  
Notary Public in and for the State of Texas  
My commission expires 10-17-2027

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

4-2-2024  
Date

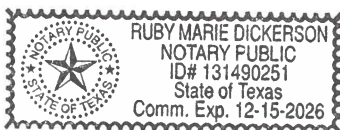
By: [Signature]  
Title: Commercial & Land Manager, Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF Texas §  
§ss.  
COUNTY OF Harris §

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

(SEAL)



Ruby Marie Dickerson  
Notary Public in and for the State of Texas  
My commission expires 12-15-2026

# 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.

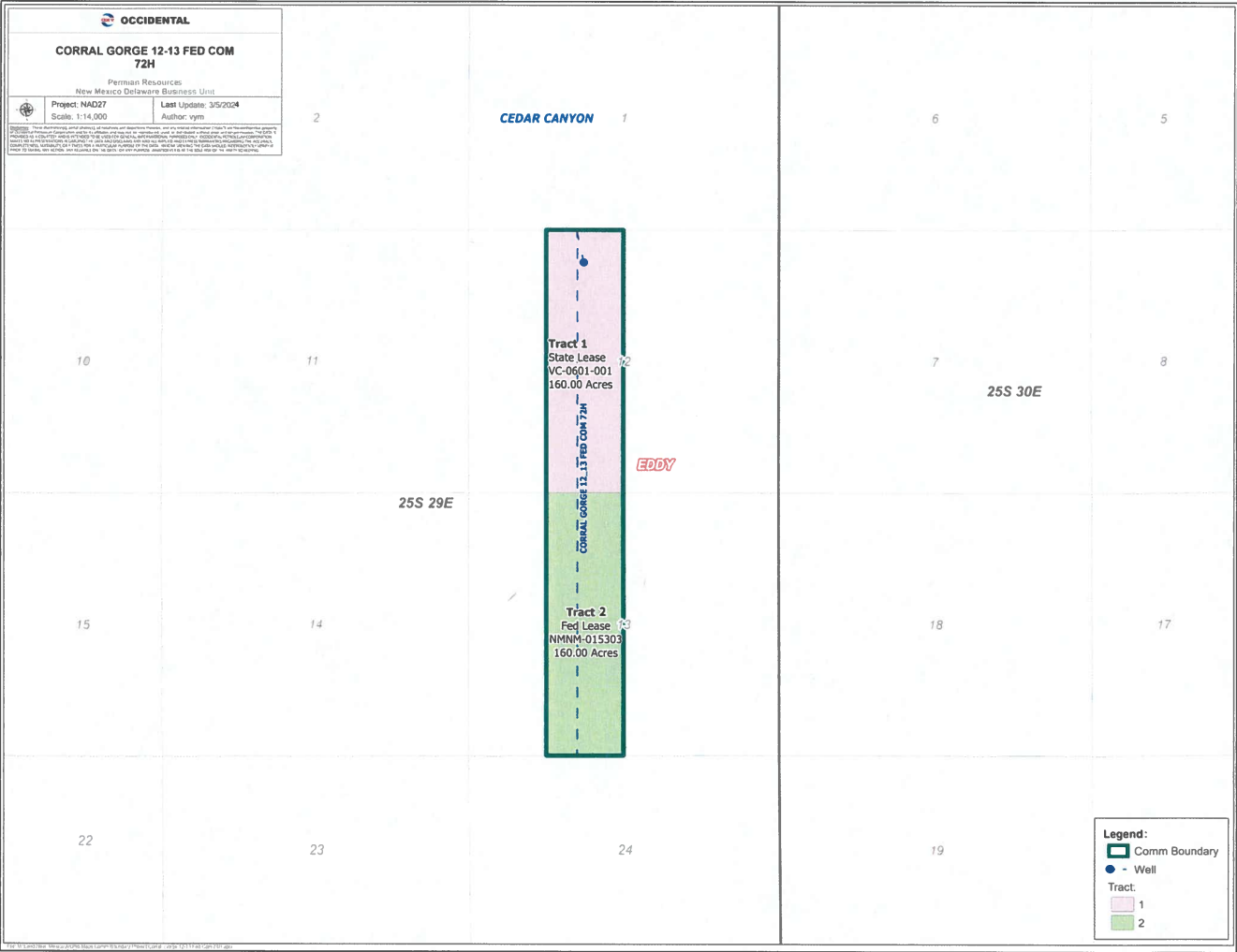




EXHIBIT "B"

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**

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

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:

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/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

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  $1/8^{\text{th}}$  or  $12 \frac{1}{2}$  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  $7/8^{\text{th}}$  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 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
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.

Oxy USA Inc.  
Operator

2-29-24  
Date

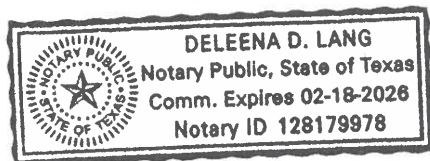
By: [Signature]  
Operator/Attorney-in-Fact

### ACKNOWLEDGMENT

STATE OF TEXAS §  
§ ss.  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the 29 day of February, 2024, by JAMES LANING, Attorney-in-fact of OXY USA INC., a Delaware corporation, on behalf of said corporation.

(SEAL)



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

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

2-29-24  
Date

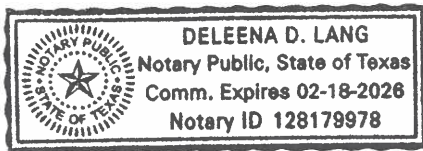
By: [Signature]  
Title: Attorney-in-Fact

## ACKNOWLEDGMENT

STATE OF TEXAS §  
§§.  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the 21 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**

2-29-24  
Date

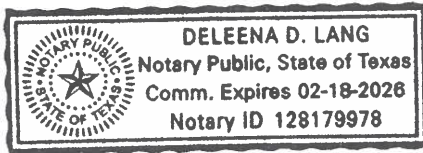
By: \_\_\_\_\_  
Title: Attorney-in-Fact A.D.

## ACKNOWLEDGMENT

STATE OF TEXAS §  
§§§.  
COUNTY OF HARDY §

The foregoing instrument was acknowledged before me on this the 29 day of February, 2021, by JAMES LANING, Attorney-in-fact of OXY Y-1 Company, New Mexico 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**

2-29-21  
Date

By:

Title: Attorney-in-Fact

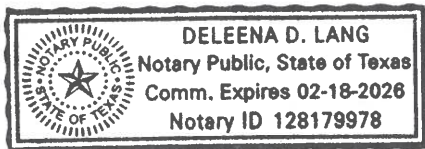
AP.

## ACKNOWLEDGMENT

STATE OF TEXAS §  
§§.  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the 21 day of February 2021, by JAMES LANING, Attorney-in-fact of OXY USA WTP Limited Partnership, a Delaware limited partnership, on behalf of said limited partnership.

(SEAL)



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

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

2/12/24  
Date

JS By: [Signature]

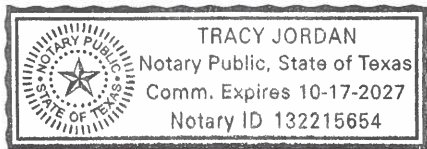
Title: Matthew W Smith

**ACKNOWLEDGMENT**

STATE OF Texas §  
COUNTY OF Midland §ss.  
§

The foregoing instrument was acknowledged before me on this the 12<sup>th</sup>  
day of February, 2024, by Matthew W Smith, Attorney-in-fact of EOG Resources,  
Inc., a Delaware Corp, on behalf of said Corporation.

(SEAL)

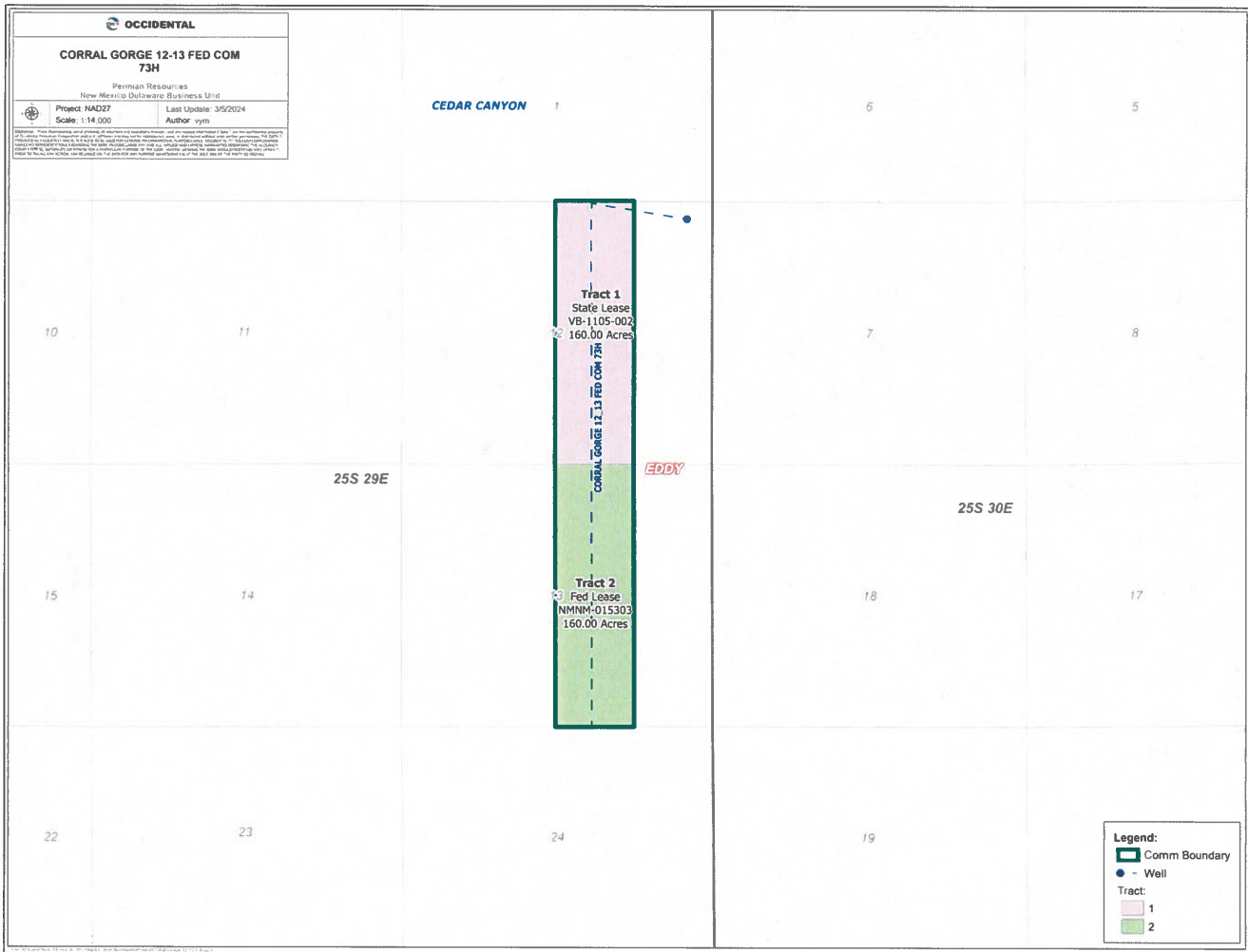


[Signature]  
Notary Public in and for the State of Texas  
My commission expires 10-17-2027

# 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 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 COMMITTEDTract 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% 100.00000%

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**

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

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

Corral Gorge 12-13 Fed Com 74H

## 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: 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  $1/8^{\text{th}}$  or  $12 \frac{1}{2}$  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  $7/8^{\text{th}}$  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 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
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.

2-29-24  
Date

Oxy USA Inc  
Operator *mu*

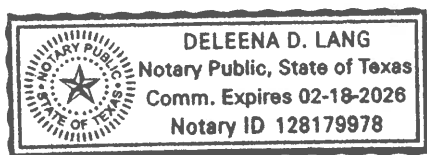
By: *[Signature]*  
Operator/Attorney-in-Fact

### ACKNOWLEDGMENT

STATE OF TEXAS §  
§ ss.  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the 29 day of February, 2024, by JAMES LANING, Attorney-in-fact of OXY USA INC., a Delaware corporation, on behalf of said corporation.

(SEAL)



*[Signature]*  
Notary Public in and for the State of TEXAS  
My commission expires 2-18-26

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

2-29-24  
Date

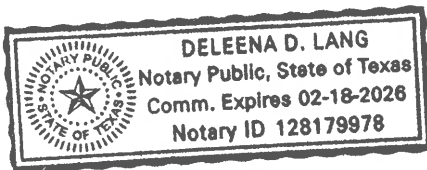
By:   
Title: Attorney-in-Fact

## ACKNOWLEDGMENT

STATE OF TEXAS §  
§§.  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the 21 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**

2-29-21  
Date

By:

~~Title: Attorney-in-Fact~~

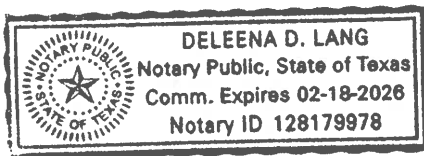
AL

## ACKNOWLEDGMENT

STATE OF TEXAS §  
§§§.  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the 21 day of February, 2021, by JAMES LANING, Attorney-in-fact of OXY Y-1 Company, New Mexico 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**

2-29-21  
Date

By:

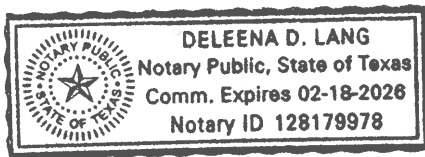
~~Title: Attorney-in-Fact~~

## ACKNOWLEDGMENT

STATE OF TEXAS §  
§§§.  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the 21 day of February, 2021, by JAMES LANING, Attorney-in-fact of OXY USA WTP Limited Partnership, a Delaware limited partnership, on behalf of said limited partnership.

(SEAL)



Notary Public in and for the State of Texas  
My commission expires 2-18-20

WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

2/12/24  
Date

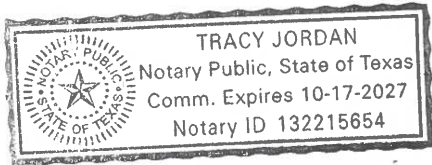
JB By: [Signature]  
Title: Matthew W Smith

ACKNOWLEDGMENT

STATE OF Texas §  
COUNTY OF Midland §ss. §

The foregoing instrument was acknowledged before me on this the 12<sup>th</sup>  
day of February, 2024, by Matthew W Smith, Attorney-in-fact of EOG Resources,  
Inc., a Delaware Corp, on behalf of said Corporation

(SEAL)



Tracy Jordan  
Notary Public in and for the State of Texas  
My commission 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.

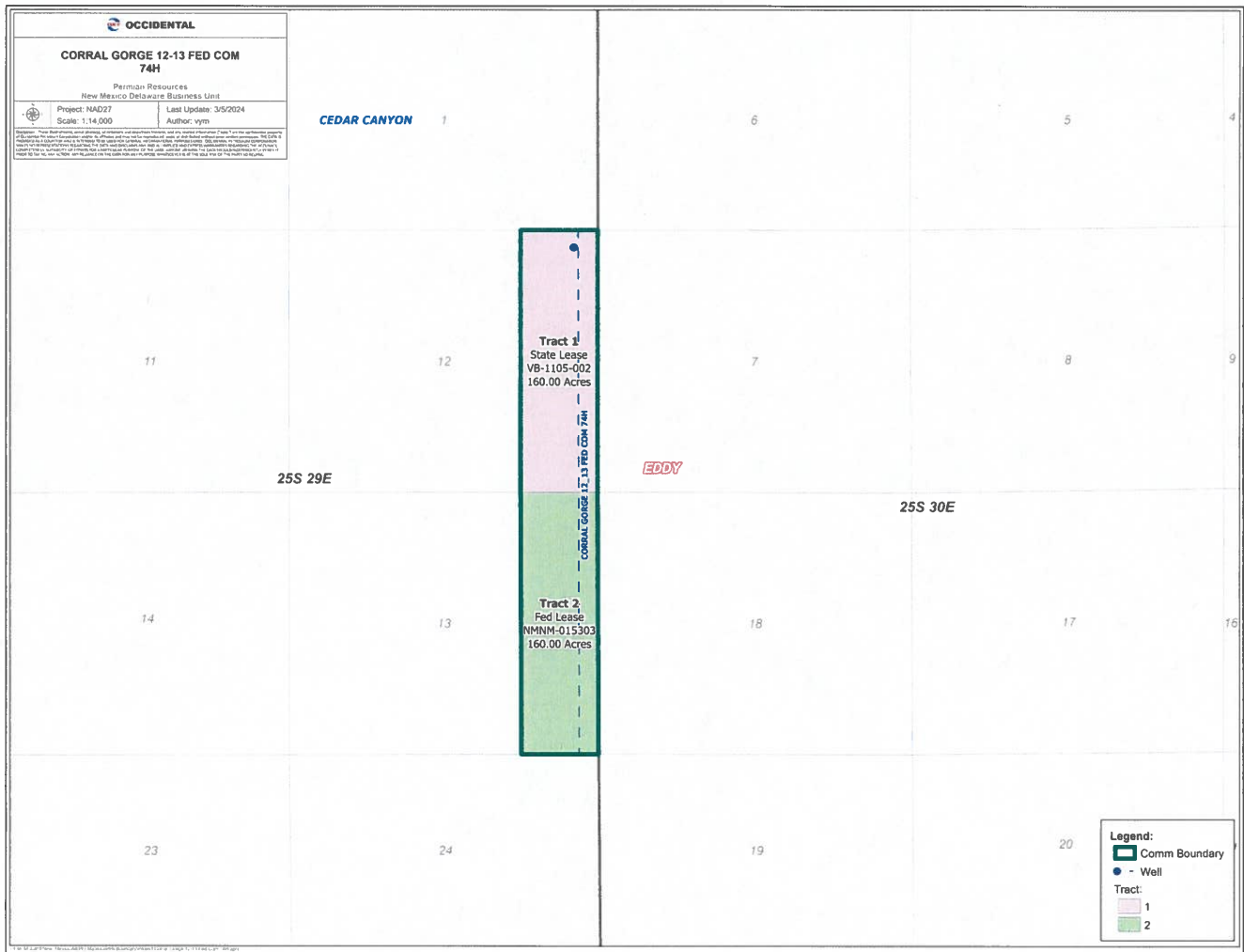




EXHIBIT “B”

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.

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

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

**From:** [McClure, Dean, EMNRD](#) on behalf of [Engineer, OCD, EMNRD](#)  
**To:** [Musallam, Sandra C](#); [Fortier, Eric](#)  
**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-934  
**Date:** 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 #35H	E/2	12-25S-29E	98220
		E/2	13-25S-29E	
30-015-47206	Corral Gorge 12 13 Federal Com #36H	E/2	12-25S-29E	98220
		E/2	13-25S-29E	
30-015-47207	Corral Gorge 12 13 Federal Com #37H	E/2	12-25S-29E	98220
		E/2	13-25S-29E	
30-015-47208	Corral Gorge 12 13 Federal Com #38H	E/2	12-25S-29E	98220
		E/2	13-25S-29E	
30-015-47212	Corral Gorge 12 13 Federal Com #31H	E/2	11-25S-29E	98220
		W/2	12-25S-29E	
		W/2	13-25S-29E	
		E/2	14-25S-29E	
30-015-47214	Corral Gorge 12 13 Federal Com #32H	E/2	11-25S-29E	98220
		W/2	12-25S-29E	
		W/2	13-25S-29E	
		E/2	14-25S-29E	
30-015-47201	Corral Gorge 12 13 Federal Com #34H	E/2	11-25S-29E	98220
		W/2	12-25S-29E	
		W/2	13-25S-29E	
		E/2	14-25S-29E	
30-015-47215	Corral Gorge 12 13 Federal Com #311H	E/2	11-25S-29E	98220
		W/2	12-25S-29E	
		W/2	13-25S-29E	
		E/2	14-25S-29E	
30-015-47527	Corral Bluff 11 14 Federal Com #35H	E/2	11-25S-29E	98220
		W/2	12-25S-29E	
		W/2	13-25S-29E	
		E/2	14-25S-29E	
30-015-48024	Corral Bluff 11 14 Federal Com #36H	E/2	11-25S-29E	98220
		W/2	12-25S-29E	
		W/2	13-25S-29E	
		E/2	14-25S-29E	
30-015-48025	Corral Bluff 11 14 Federal Com #37H	E/2	11-25S-29E	98220
		W/2	12-25S-29E	
		W/2	13-25S-29E	
		E/2	14-25S-29E	
30-015-48026	Corral Bluff 11 14 Federal Com #38H	E/2	11-25S-29E	98220
		W/2	12-25S-29E	
		W/2	13-25S-29E	
		E/2	14-25S-29E	

30-015-48029	Corral Bluff 11 14 Federal Com #312H	E/2	11-25S-29E	98220
		W/2	12-25S-29E	
		W/2	13-25S-29E	
		E/2	14-25S-29E	
30-015-48021	Corral Bluff 11 14 Federal Com #31H	W/2	11-25S-29E	98220
		W/2	14-25S-29E	
30-015-48023	Corral Bluff 11 14 Federal Com #32H	W/2	11-25S-29E	98220
		W/2	14-25S-29E	
30-015-47769	Corral Bluff 11 14 Federal Com #33H	W/2	11-25S-29E	98220
		W/2	14-25S-29E	
30-015-47770	Corral Bluff 11 14 Federal Com #34H	W/2	11-25S-29E	98220
		W/2	14-25S-29E	
30-015-48028	Corral Bluff 11 14 Federal Com #311H	W/2	11-25S-29E	98220
		W/2	14-25S-29E	
30-015-47204	Corral Gorge 12 13 Federal Com #74H	E/2 E/2	12-25S-29E	96473
		E/2 E/2	13-25S-29E	
30-015-47203	Corral Gorge 12 13 Federal Com #73H	W/2 E/2	12-25S-29E	96473
		W/2 E/2	13-25S-29E	
30-015-47187	Corral Gorge 12 13 Federal Com #72H	E/2 W/2	12-25S-29E	96473
		E/2 W/2	13-25S-29E	
30-015-47186	Corral Gorge 12 13 Federal Com #71H	W/2 W/2	12-25S-29E	96473
		W/2 W/2	13-25S-29E	
30-015-48876	Corral Bluff 11 14 Federal Com #26H	E/2 E/2	11-25S-29E	96473
		E/2 E/2	14-25S-29E	
30-015-48884	Corral Bluff 11 14 Federal Com #25H	W/2 E/2	11-25S-29E	96473
		W/2 E/2	14-25S-29E	
30-015-48020	Corral Bluff 11 14 Federal Com #23H	E/2 W/2	11-25S-29E	96473
		E/2 W/2	14-25S-29E	
30-015-48019	Corral Bluff 11 14 Federal Com #22H	W/2 W/2	11-25S-29E	96473
		W/2 W/2	14-25S-29E	

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

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 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 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

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

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

**OPERATOR:**

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

DATE: 1-21-2022

BY: 

NAME: James Luning

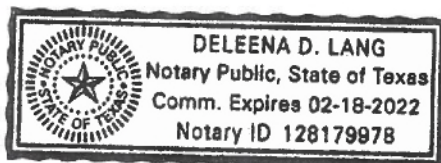
TITLE: Attorney-in-Fact

## ACKNOWLEDGMENT

STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

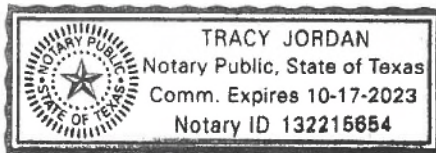
The foregoing instrument was acknowledged before me on this the 21<sup>st</sup>  
day of January, 2021, by James Laing, ATTORNEY-IN-FACT of OXY  
USA INC., a Delaware corporation, on behalf of said corporation.

[Signature]  
Notary Public in and for the State of Texas  
My commission expires 2/18/22



**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD****EOG RESOURCES, INC.  
(Record Title Only)**DATE: 12/2/21BY: [Signature] cx  
NAME: Matthew W Smith  
TITLE: Agent & Attorney-in-Fact**ACKNOWLEDGMENT**STATE OF Texas )  
COUNTY OF Midland ) ss.

The foregoing instrument was acknowledged before me on this the 2nd  
day of December, 2021, by Matthew W Smith, as Agent & Attorney-in-Fact  
of EOG RESOURCES, INC., a Delaware Corporation, on  
behalf of said Corporation.



Tracy Jordan  
Notary Public in and for the State of Texas  
My commission expires 10-17-2023





**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.....20.000000%  
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

Current Lessee of Record:

EOG RESOURCES, INC.

Name and Percent of WI Owners:

XTO HOLDINGS, LLC.....	80.000000%
OXY USA INC.....	<u>20.000000%</u>
	100.000000%

**RECAPITULATION**

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

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 **Wolfcamp 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 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and



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


12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

**OPERATOR:**

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

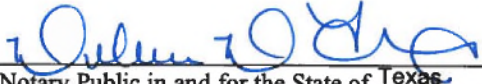
DATE: 1-20-2022

BY:   
NAME: James Laning  
TITLE: Attorney-In-Fact

## ACKNOWLEDGMENT

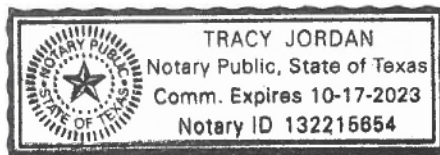
STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the 20th  
January, 2022  
day of December, 2021, by JAMES LANING, ATTORNEY-IN-FACT of OXY  
USA INC., a Delaware corporation, on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires 02/18/2022

**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD****EOG RESOURCES, INC.  
(Record Title Only)**DATE: 12/2/21BY: [Signature] C2  
NAME: Matthew W Smith  
TITLE: Agent & Attorney-in-Fact**ACKNOWLEDGMENT**STATE OF Texas )  
COUNTY OF Midland ) ss.

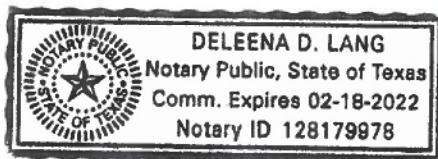
The foregoing instrument was acknowledged before me on this the 2nd  
day of December, 2021, by Matthew W Smith, as Agent & Attorney-in-Fact  
of EOG RESOURCES, INC., a Delaware Corporation, on  
behalf of said Corporation.



Tracy Jordan  
Notary Public in and for the State of Texas  
My commission expires 10-17-2023

**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD****OXY USA WTP LIMITED PARTNERSHIP  
(Working Interest Owner)**DATE: 1-20-2022BY: [Signature]  
NAME: James Laning  
TITLE: Attorney-In-Fact**ACKNOWLEDGMENT**STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

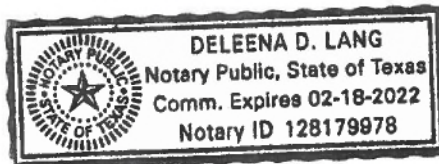
The foregoing instrument was acknowledged before me on this the 20<sup>th</sup>  
day of January, 2022, by JAMES LANING, Attorney-in-fact of OXY USA  
WTP LIMITED PARTNERSHIP, a Delaware limited partnership.



[Signature]  
Notary Public in and for the State of Texas  
My commission expires 02/18/2022

**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD****OXY Y-1 COMPANY  
(Working Interest Owner)**DATE: 1-20-2022BY: [Signature]  
NAME: James Laning  
TITLE: Attorney-In-Fact**ACKNOWLEDGMENT**STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the 20th  
day of January, 2022, by JAMES LANING, Attorney-in-fact of OXY Y-1  
COMPANY, a New Mexico corporation, on behalf of said corporation.

[Signature]  
Notary Public in and for the State of Texas  
My commission expires 02/18/2022

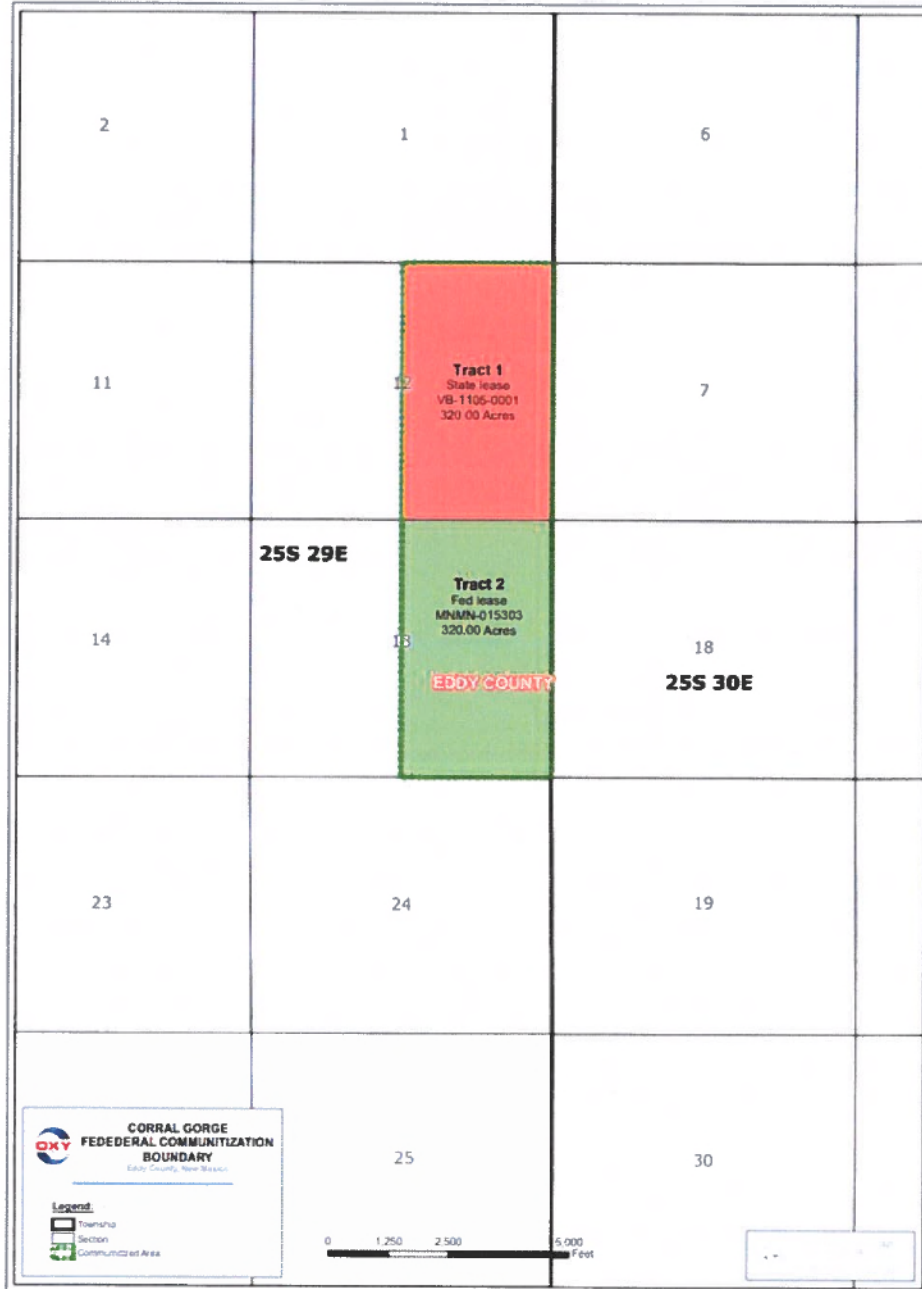




**EXHIBIT "A"**

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

**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 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.....1.5092378%  
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**

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

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

Field

**Representative Name:**

**Street Address:**

**City:**                                      **State:**                                      **Zip:**

**Phone:**


**Email address:**



CORRAL GORGE/CANYON OIL COMMNGLE  
SLO NOTIFICATION CONFIRMATION

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Anytime, Anywhere

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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.

### **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.

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.

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.

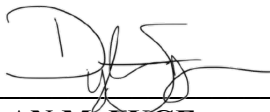
Applicant shall conduct a well test by separating and metering the oil production from that well for either (a) a minimum of twenty-four (24) consecutive hours; or (b) a combination of nonconsecutive periods that meet the following conditions: (i) each period shall be a minimum of six (6) hours; and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

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**



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**DYLAN M. FUGE  
DIRECTOR (ACTING)**

**DATE:** 5/30/24



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
	All	14-25S-29E

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-47205	Corral Gorge 12 13 Federal Com #35H	E/2	12-25S-29E	98220
		E/2	13-25S-29E	
30-015-47206	Corral Gorge 12 13 Federal Com #36H	E/2	12-25S-29E	98220
		E/2	13-25S-29E	
30-015-47207	Corral Gorge 12 13 Federal Com #37H	E/2	12-25S-29E	98220
		E/2	13-25S-29E	
30-015-47208	Corral Gorge 12 13 Federal Com #38H	E/2	12-25S-29E	98220
		E/2	13-25S-29E	
30-015-47212	Corral Gorge 12 13 Federal Com #31H	E/2	11-25S-29E	98220
		W/2	12-25S-29E	
		W/2	13-25S-29E	
		E/2	14-25S-29E	
30-015-47214	Corral Gorge 12 13 Federal Com #32H	E/2	11-25S-29E	98220
		W/2	12-25S-29E	
		W/2	13-25S-29E	
		E/2	14-25S-29E	
30-015-47201	Corral Gorge 12 13 Federal Com #34H	E/2	11-25S-29E	98220
		W/2	12-25S-29E	
		W/2	13-25S-29E	
		E/2	14-25S-29E	

30-015-47215	Corral Gorge 12 13 Federal Com #311H	E/2	11-25S-29E	98220
		W/2	12-25S-29E	
		W/2	13-25S-29E	
		E/2	14-25S-29E	
30-015-47527	Corral Bluff 11 14 Federal Com #35H	E/2	11-25S-29E	98220
		W/2	12-25S-29E	
		W/2	13-25S-29E	
		E/2	14-25S-29E	
30-015-48024	Corral Bluff 11 14 Federal Com #36H	E/2	11-25S-29E	98220
		W/2	12-25S-29E	
		W/2	13-25S-29E	
		E/2	14-25S-29E	
30-015-48025	Corral Bluff 11 14 Federal Com #37H	E/2	11-25S-29E	98220
		W/2	12-25S-29E	
		W/2	13-25S-29E	
		E/2	14-25S-29E	
30-015-48026	Corral Bluff 11 14 Federal Com #38H	E/2	11-25S-29E	98220
		W/2	12-25S-29E	
		W/2	13-25S-29E	
		E/2	14-25S-29E	
30-015-48029	Corral Bluff 11 14 Federal Com #312H	E/2	11-25S-29E	98220
		W/2	12-25S-29E	
		W/2	13-25S-29E	
		E/2	14-25S-29E	
30-015-48021	Corral Bluff 11 14 Federal Com #31H	W/2	11-25S-29E	98220
		W/2	14-25S-29E	
30-015-48023	Corral Bluff 11 14 Federal Com #32H	W/2	11-25S-29E	98220
		W/2	14-25S-29E	
30-015-47769	Corral Bluff 11 14 Federal Com #33H	W/2	11-25S-29E	98220
		W/2	14-25S-29E	
30-015-47770	Corral Bluff 11 14 Federal Com #34H	W/2	11-25S-29E	98220
		W/2	14-25S-29E	
30-015-48028	Corral Bluff 11 14 Federal Com #311H	W/2	11-25S-29E	98220
		W/2	14-25S-29E	
30-015-47204	Corral Gorge 12 13 Federal Com #74H	E/2 E/2	12-25S-29E	96473
		E/2 E/2	13-25S-29E	
30-015-47203	Corral Gorge 12 13 Federal Com #73H	W/2 E/2	12-25S-29E	96473
		W/2 E/2	13-25S-29E	
30-015-47187	Corral Gorge 12 13 Federal Com #72H	E/2 W/2	12-25S-29E	96473
		E/2 W/2	13-25S-29E	
30-015-47186	Corral Gorge 12 13 Federal Com #71H	W/2 W/2	12-25S-29E	96473
		W/2 W/2	13-25S-29E	
30-015-48876	Corral Bluff 11 14 Federal Com #26H	E/2 E/2	11-25S-29E	96473
		E/2 E/2	14-25S-29E	
30-015-48884	Corral Bluff 11 14 Federal Com #25H	W/2 E/2	11-25S-29E	96473
		W/2 E/2	14-25S-29E	
30-015-48020	Corral Bluff 11 14 Federal Com #23H	E/2 W/2	11-25S-29E	96473
		E/2 W/2	14-25S-29E	

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30-015-48019	Corral Bluff 11 14 Federal Com #22H	W/2 W/2 W/2 W/2	11-25S-29E 14-25S-29E	96473
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State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit B

Order: PLC-934  
Operator: Oxy USA, Inc. (16696)

### Pooled 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
	E/2	13-25S-29E		
	E/2	11-25S-29E		
CA Wolfcamp NMNM 105720866 (144358)	W/2	12-25S-29E	1280	B
	W/2	13-25S-29E		
	E/2	14-25S-29E		
CA Wolfcamp NMNM 106303224	W/2	11-25S-29E	640	C
	W/2	14-25S-29E		
CA Bone Spring NMNM 106367590	W/2 W/2	11-25S-29E	320	D
	W/2 W/2	14-25S-29E		
CA Bone Spring NMNM 106367585	E/2 W/2	11-25S-29E	320	E
	E/2 W/2	14-25S-29E		
CA Bone Spring NMNM 106367596	W/2 E/2	11-25S-29E	320	F
	W/2 E/2	14-25S-29E		
CA Bone Spring NMNM 106367594	E/2 E/2	11-25S-29E	320	G
	E/2 E/2	14-25S-29E		
CA Bone Spring NMNM 106367816	W/2 W/2	12-25S-29E	320	H
	W/2 W/2	13-25S-29E		
CA Bone Spring NMNM 106367817	E/2 W/2	12-25S-29E	320	I
	E/2 W/2	13-25S-29E		
CA Bone Spring NMNM 106367818	W/2 E/2	12-25S-29E	320	J
	W/2 E/2	13-25S-29E		
CA Bone Spring NMNM 106367819	E/2 E/2	12-25S-29E	320	K
	E/2 E/2	13-25S-29E		

### 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	B
VC 0601 0001	W/2	12-25S-29E	320	B
NMNM 105348317 (015303)	W/2	13-25S-29E	640	B
	E/2	14-25S-29E		
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	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	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  
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**District II**  
811 S. First St., Artesia, NM 88210  
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**District III**  
1000 Rio Brazos Rd., Aztec, NM 87410  
Phone:(505) 334-6178 Fax:(505) 334-6170  
**District IV**  
1220 S. St Francis Dr., Santa Fe, NM 87505  
Phone:(505) 476-3470 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: OXY USA INC P.O. Box 4294 Houston, TX 772104294	OGRID: 16696
	Action Number: 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