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

1220 S. St Francis Dr, Santa Fe, NM 87505

District IV

State of New Mexico Energy, Minerals and Natural Resources Department

Form C-107-B Revised August 1, 2011

OIL CONSERVATION DIVISION

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

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

		COMMINGLING	(DIVERSE	OWNERSHIP)	
OPERATOR NAME: OXY US OPERATOR ADDRESS: PO BOX	SA INC. K 4294, HOUSTON, T.	Y 77210			
APPLICATION TYPE:	х 4294, ПОUSTON, 1.	Λ, //210			
	ng ⊠Pool and Lease Co	ommingling DOff Lassa	Storage and Measu	rement (Only if not Surface	e Commingled)
LEASE TYPE: Fee	_	e e —	Storage and Measu	iomeni (omy ii noi sullaci	c commingiou)
Is this an Amendment to existing Orde		"Yes", please include	the appropriate (Order No. PLC 878	
Have the Bureau of Land Managemen ⊠Yes □No					ingling
		OL COMMINGLIN ts with the following in			
(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes
SEE ATTACHED					
		1		1	
		1			
		1		1	
		7		1	
(2) Are any wells producing at top allow	ables? □Yes ☑No			1	
(3) Has all interest owners been notified	by certified mail of the pr	oposed commingling?	⊠Yes □No.		
(4) Measurement type: Metering					
(5) Will commingling decrease the value	of production? LYes	⊠No If "yes", descri	be why commingl	ing should be approved	
		SE COMMINGLIN			
	Please attach shee	ts with the following in	nformation		
(1) Pool Name and Code.	19	T_			
(2) Is all production from same source of(3) Has all interest owners been notified b			□Yes □N	Io.	
(4) Measurement type: Metering		posed comminging:		10	
,					
	-	-		-	
	` ,	LEASE COMMIN			
(1) Complete Sections A and E	Please attach shee	ts with the following in	ntormation		
(1) Complete Sections A and E.					
(D) OFF-LEASE ST	TORAGE and MEA	SUREMENT		
		ets with the following			
(1) Is all production from same source of	11 7 — —	No			
(2) Include proof of notice to all interest	owners.				
OTO A	DDITIONAL INDO	ADMATRIANT (C	amm]! a - 4! 4		
(E) A		ORMATION (for all ts with the following in		ypes)	
(1) A schematic diagram of facility, inclu		iono ming i			
(2) A plat with lease boundaries showing		tions. Include lease number	ers if Federal or St	ate lands are involved.	
(3) Lease Names, Lease and Well Numb	ers, and API Numbers.				
I hereby certify that the information above	is true and complete to the	a bast of my knowledge on	nd baliaf		
SILLO	_				
SIGNATURE:	T	TTLE:_REGULATORY F	ENGINEER	DATE:05/	13/2024
TYPE OR PRINT NAME_SANDRA MU	SALLAM		_ TELEPHONI	E NO.:(713) 366-510	5
E-MAIL ADDRESS:SANDRA_MUSA	LLAM@OXY.COM				

RECEIVED:	REVIEWER:	TYPE:	APP NO:	
		ABOVE THIS TABLE FOR OCD DI		
		O OIL CONSERVA		SUL OF NEW MORES
	- Geologic 1220 South St. Fra	cal & Engineering		
	1220 300111 31. 110	ancis Drive, sami	J 1 E, NW 07 303	ROMBERVATION OF STREET
TILIC		ATIVE APPLICATION		A (ICIONI DIII EC AND
IHIS	CHECKLIST IS MANDATORY FOR AL REGULATIONS WHICH RE		DIVISION LEVEL IN SANTA FE	VISION RULES AND
Applicant: OXY US	SA INC.		OGRID I	Number: <u>16696</u>
	SPOT 12_13 FEDERAL COM 1H &			5-48594 & OTHERS
ool: BILBREY BASII	N;BONE SPRING & WC 22S31E13	3;WOLFCAMP	Pool Co	de: 5695 & 98351
SUBMIT ACCUR	RATE AND COMPLETE INF	ORMATION REQUI	RED TO PROCESS THE	TYPE OF APPLICATION
		INDICATED BELC)W	
•	ICATION: Check those		-	
	n – Spacing Unit – Simult		n P(proration unit)	
Ш	NSL NSP _{(PR}	OJECT AREA) LINO	P(PRORATION UNIT) LISD	
B. Check o	one only for [1] or [11]			
	nmingling – Storage – M			ENDMENT TO
	□DHC □CTB ■PL			PLC 878
[II] Inje	ction – Disposal – Pressu		•	
L	□wfx □pmx □sv	VD IPI E	OR □PPR	FOR OCD ONLY
2) NOTIFICATION	N REQUIRED TO: Check	those which apply	,	
,	t operators or lease hold		•	Notice Complete
	lty, overriding royalty ov		ners	☐ Application
C. Appli	ication requires publishe	ed notice		Content
	cation and/or concurre			Complete
	cation and/or concurre	ent approval by BL	M	Complete
	ce owner		to Proceedings to the contract of	1
	ll of the above, proof of otice required	notification or pu	blication is attached	a, ana/or,
11 110 110	once required			
3) CERTIFICATIO	N: I hereby certify that t	he information sub	omitted with this app	olication for
	e approval is accurate o			
	nat no action will be tak		ition until the require	d information and
notifications of	are submitted to the Div	ision.		
N	lote: Statement must be comple	ted by an individual with	managerial and/or supervis	sory capacity.
			05/13/2024 Date	
SANDRA MUSALLAM			Dale	
Print or Type Name			(712) 266 5106	
			(713) 366-5106 Phone Number	
SIMILE			THORIG NOTING	
OHONO	- -		SANDRA_MUSALLA	M@OXY.COM
Signature			e-mail Address	

APPLICATION FOR POOL AND LEASE COMMINGLE, OFF-LEASE STORAGE, MEASUREMENT AND SALES COMMINGLING PROPOSAL FOR OIL PRODUCTION AT THE LOST TANK 18 FACILITY TRAIN #2

OXY USA INC requests to amend PLC 878 for oil production at the Lost Tank 18 CPF Train #2 (M-18-22S-32E). The wells listed below are included in PLC 878, but spacing units have been updated. This commingle request also includes future wells within the same pools and leases/CAs of wells listed below.

Wells to be amended:

Same lease and pool from original commingle permit but spacing unit has been updated (C-102s attached)

LEASE: NMNM029233 (12.5% BLM ROYALTY RATE)
POOL: BILBREY BASIN; BONE SPRING (5695)

WELL NAME	АРІ	SURFACE LOCATION	EST. DATE ONLINE	EST. OIL (BOPD)	EST. GRAVITY API	EST. GAS (MSCFD)	EST. BTU/CF	EST. WATER (BWPD)
TOP SPOT 12_13 FEDERAL 22H	30-015-47889	N-13-22S-31E	Jul-2024	1400	44.7	1660	1290	4600
TOP SPOT 12_13 FEDERAL 23H	30-015-47885	N-13-22S-31E	Jul-2024	1400	44.7	1660	1290	4600

Spacing unit and CA have been updated from original commingle permit (C-102s attached and CA shown on map)

Pool is updated for Top Spot 12_13 Fed Com 33H; other wells have same pool as original commingle permit

CAS PENDING APPROVAL: 75% NMNM029233 (BLM 12.5% ROYALTY RATE) & 25% NMNM012845 (BLM 12.5% ROYALTY RATE)

POOL: BILBREY BASIN; BONE SPRING (5695)

WELL NAME	API	SURFACE LOCATION	EST. DATE ONLINE	EST. OIL (BOPD)	EST. GRAVITY API	EST. GAS (MSCFD)	EST. BTU/CF	EST. WATER (BWPD)
W/2 E/2 SECTIONS 12 & 13								
TOP SPOT 12_13 FED COM 24H	30-015-47954	P-13-22S-31E	Jul-2024	1400	44.7	1660	1290	4600
TOP SPOT 12_13 FED COM 25H	30-015-47639	O-13-22S-31E	Jul-2024	1400	44.7	1660	1290	4600
E/2 E/2 SECTIONS 12 & 13		•		•	•			
TOP SPOT 12_13 FED COM 26H	30-015-47888	O-13-22S-31E	Jul-2024	1400	44.7	1660	1290	4600
TOP SPOT 12_13 FED COM 33H	30-015-47953	P-13-22S-31E	Jul-2024	1400	44.7	1660	1290	4600

Existing Wells: no updates

CA PENDING APPROVAL: 75% NMNM029233 (BLM 12.5% ROYALTY RATE) & 25% NMNM012845 (BLM 12.5% ROYALTY RATE)

E/2 SECTION 12 & 13

POOL: WC 22S31E13; WOLFCAMP (98351)

WELL NAME	API	SURFACE LOCATION	DATE ONLINE	OIL (BOPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BWPD)
TOP SPOT 12_13 FED COM 34H	30-015-47949	O-13-22S-31E	May-2023	595	44.7	1079	1297	741
TOP SPOT 12_13 FED COM 35H	30-015-47887	P-13-22S-31E	May-2023	359	44.7	531	1297	571
TOP SPOT 12_13 FED COM 313H	30-015-47625	P-13-22S-31E	May-2023	564	44.7	986	1297	383

LEASE NMNM029233 (12.5% BLM ROYALTY RATE)

POOL: BILBREY BASIN; BONE SPRING (5695)

WELL NAME	АРІ	SURFACE LOCATION	DATE ONLINE	OIL (BOPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BWPD)
TOP SPOT 12_13 FEDERAL 1H	30-015-48594	N-13-22S-31E	May-2023	595	44.7	1101	1297	377
TOP SPOT 12_13 FEDERAL 11H	30-015-48595	N-13-22S-31E	May-2023	308	44.7	3479	1297	109
TOP SPOT 12_13 FEDERAL 21H	30-015-47771	N-13-22S-31E	May-2023	631	44.7	617	1297	616

WC 22S31E13; WOLFCAMP (98351)

WELL NAME	API	SURFACE LOCATION	DATE ONLINE	OIL (BOPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BWPD)
TOP SPOT 12_13 FEDERAL 31H	30-015-48597	N-13-22S-31E	May-2023	1489	44.7	3351	1297	880
TOP SPOT 12_13 FEDERAL 32H	30-015-48596	N-13-22S-31E	May-2023	673	44.7	811	1297	717
TOP SPOT 12_13 FEDERAL 311H	30-015-47627	N-13-22S-31E	May-2023	740	44.7	1512	1297	644
TOP SPOT 12_13 FEDERAL 312H	30-015-47626	O-13-22S-31E	May-2023	684	44.7	1140	1297	675

Process Description:

Production is sent through a 10' X 40' three-phase production separator. Oil production flows through an economizer then to a heat exchanger before being sent to a stabilizer. Oil is then pumped through two LACT meters, which serve as the FMPs for BLM royalty payments and OXY's sales point.

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

All wells are tested daily prior to Range 1 of decline and are tested at least three times per month during Range 1 of decline. When Range 2 decline is started, the wells are tested at least twice per month. Wells are tested at least once per month when Range 3 of decline is started. All currently producing Top Spot wells have been online for 12 months and are in Range 3 of decline. They will be tested at least once per month. The new Top Spot wells will be tested according to the aforementioned testing frequency.

Gas production is measured at the orifice meters off the production and test separators and is allocated back to the wells using the aforementioned well testing guidelines. These meters serve as the BLM gas FMPs for the purpose of BLM royalty payment. Gas is then sent to sales. Gas production commingling will be covered through PLC 844A/B.

All water from the Lost Tank 18 CPF Train #2 is sent to the Lost Tank Water Disposal System.

Additional Application Components:

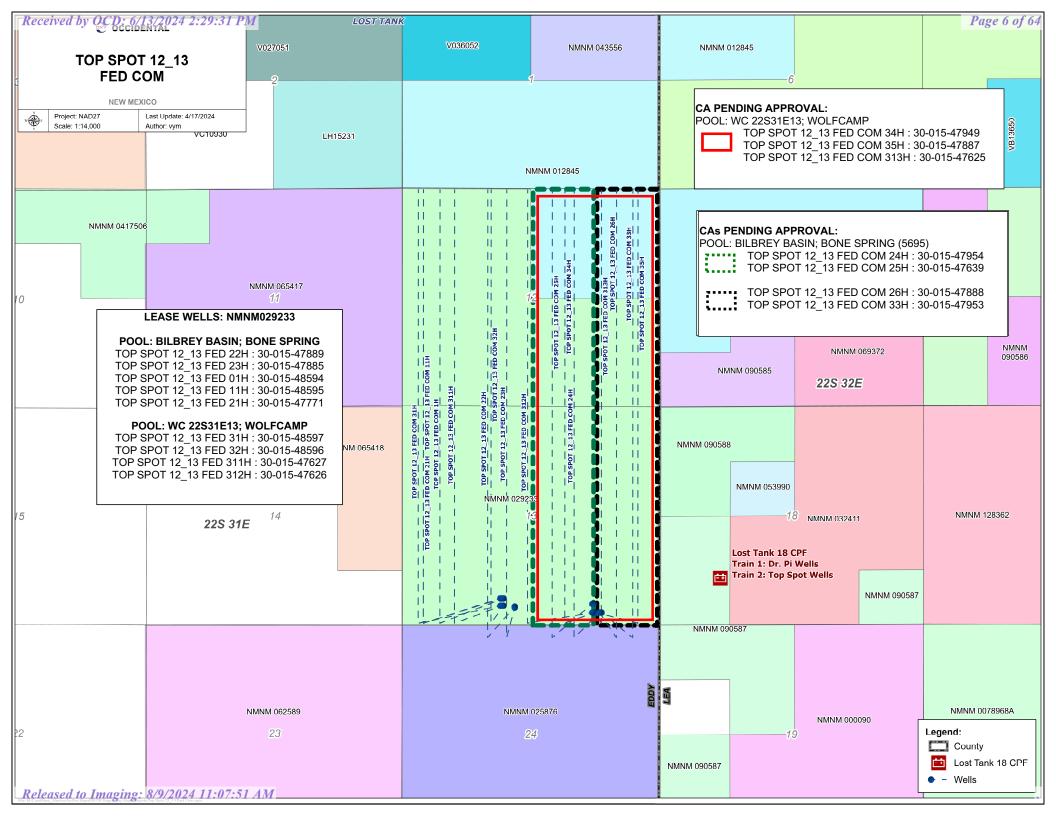
The flow of production is shown in detail on the enclosed facility diagram. Also enclosed is a map detailing the lease boundaries, well and battery locations

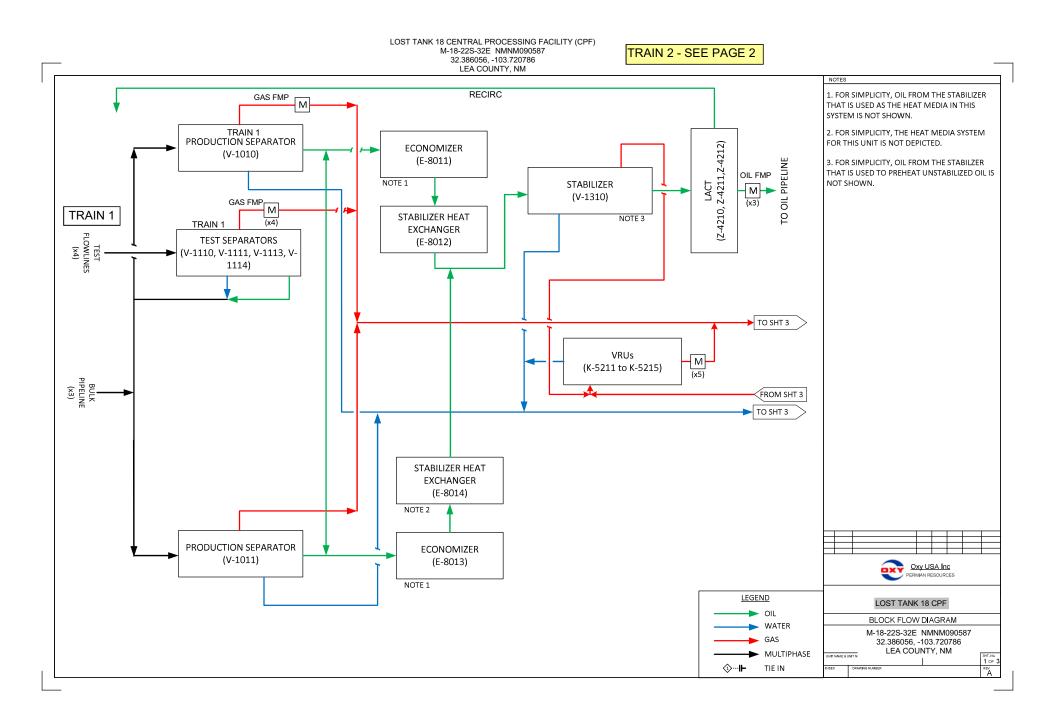
Pursuant to Statewide rule 19.15.12.10(C)(4)(g) OXY USA INC requests the option to include additional pools or leases within the defined parameters set forth in the Order for future additions.

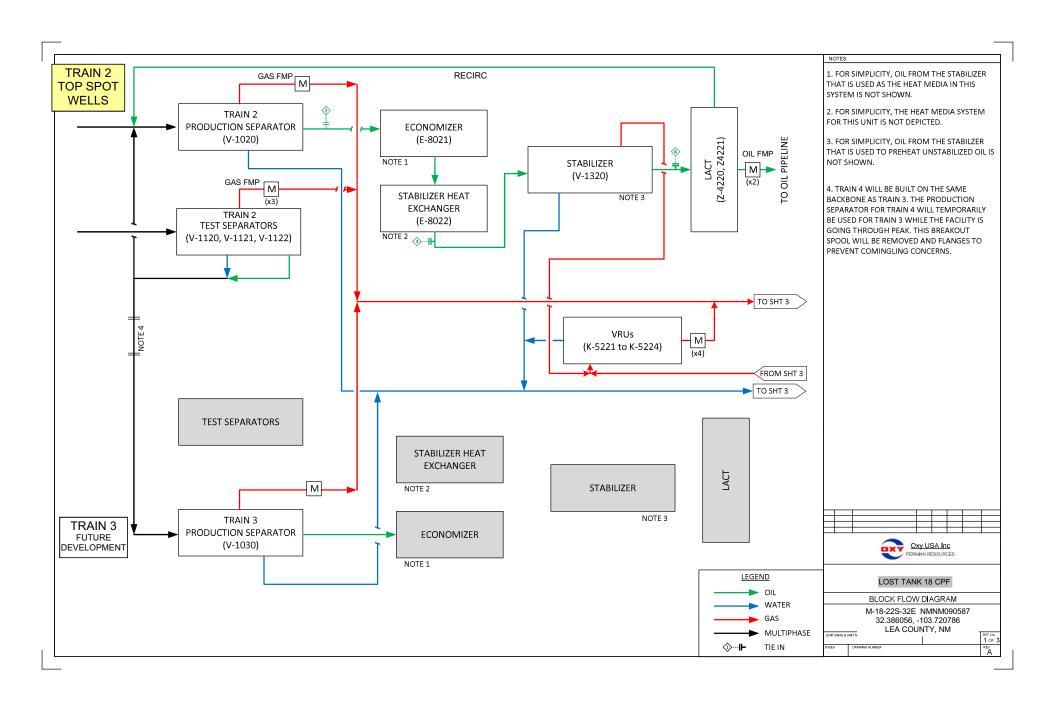
The oil and gas meters will be calibrated on a regular basis per API, NMOCD and BLM specifications.

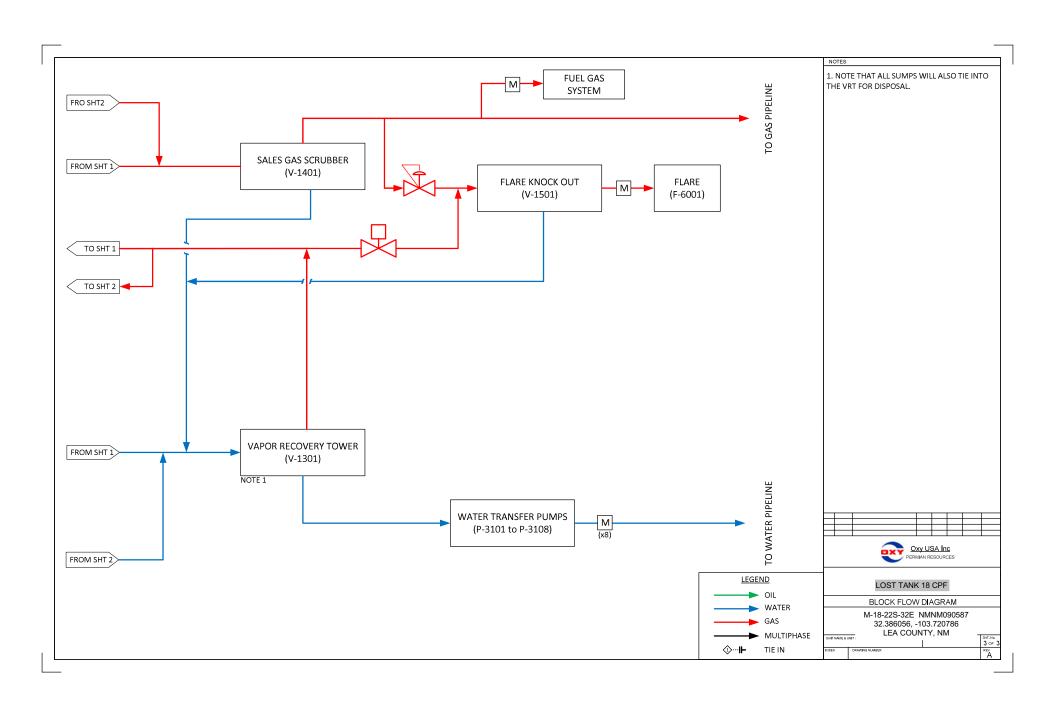
Commingling will not reduce the individual wells' production value or otherwise adversely affect the interest owners. It is the most effective means of producing the reserves. The surface commingle application will be submitted separately for approval per NMOCD and BLM regulations.

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









District I 1623 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: (605) 334-6178 Fax: (505) 334-6170

District IV 1220 S. St. Francis Dr., Santa Fc, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462 State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87505

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

AMENDED REPORT

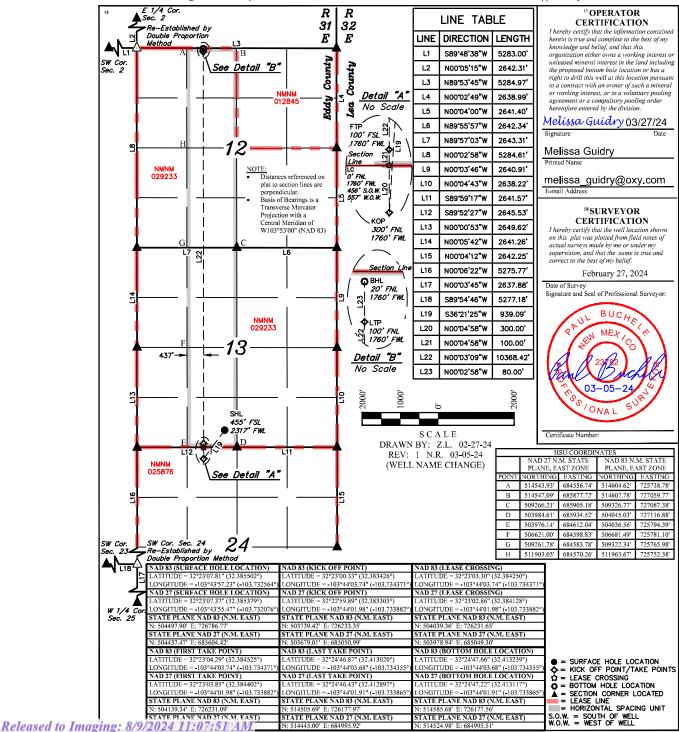
WELL LOCATION AND ACREAGE DEDICATION PLAT

		WELL LOCATION AND	D ACKEAGE DEDICATION F	LAI	
¹ API Number	•	² Pool Code	3	Pool Name	
30-015-47889		5695	BILBREY BASIN; BONE SPRING		
4 Property Code		5 Pr	operty Name		6 Well Number
		TOP SF	POT 12_13 FED		22H
7 OGRID No.		8 O1	perator Name		9 Elevation
		OX	Y USA INC.		3568.1'
		-			

UL or lot no. Section Township C 12 22S 31E 20 NORTH 1760 WEST EDDY

12 Dedicated Acres 320 Section Township C 13 Joint or Infill 14 Consolidation Code 15 Order No.

No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



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

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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number				
30-015-47885		5695		
4 Property Code		5 Pr	roperty Name	6 Well Number
		TOP SI	23H	
7 OGRID No.		8 O1	perator Name	9 Elevation
16696		OX	Y USA INC.	3567.9'

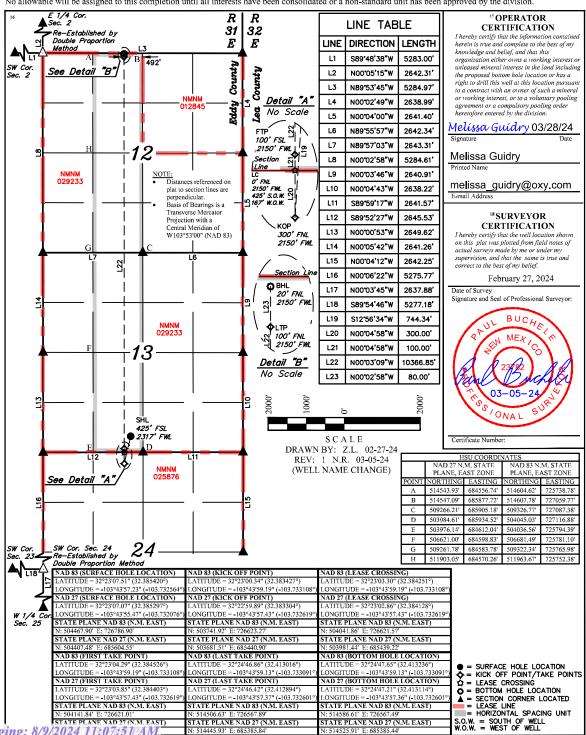
¹⁰ Surface Location

17 15 225 31E 423 300111 2317 WEG1 BDD1	I	UL or lot no. N	Section 13	Township 22S	Range 31E	Lot Idn	Feet from the 425	North/South line SOUTH	Feet from the 2317	East/West line WEST	County EDDY
---	---	--------------------	---------------	-----------------	--------------	---------	----------------------	---------------------------	--------------------	------------------------	----------------

¹¹ Bottom Hole Location If Different From Surface

C	ction 12	Township 22S	Range 31E	Lot Idn	Fee	et from the 20	North/South line NORTH	Feet from the 2150	East/West line WEST	County EDDY
12 Dedicated Acres 320	13 Jo	oint or Infill	14 Conso	olidation Code		15 Order No.				

No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



5/28/2024 8:39:08 AM

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STATE PLANE NAD 27 (N.M. EAST)

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

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

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number	r	² Pool Code	³ Pool Name	
30-015-47954		05695	BILBREY BASIN; BONE SPRING	
4 Property Code			operty Name	6 Well Number
		TOP SPOT	「12_13 FED COM	24H
7 OGRID No.		8 O1	perator Name	9 Elevation
		OX	Y USA INC.	3583.6'

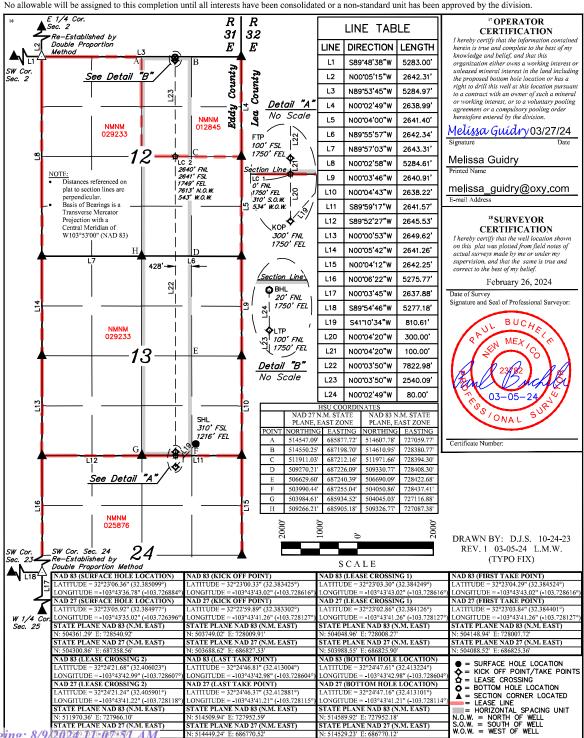
Surface Location

UL or lot no. Section Township Range Lot Idn Feet from the P 13 22S 31E SOUTH SOUTH SOUTH EAST EDDY

11 Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	12	22S	31E		20	NORTH	1750	EAST	EDDY
12 Dedicated Acre 320	12 Dedicated Acres 320 13 Joint or Infill		14 Conso	olidation Code	15 Order N	0.			

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.



STATE PLANE NAD 83 (N.M. EAST)

STATE PLANE NAD 27 (N.M. EAST)

STATE PLANE NAD 83 (N.M. EAST)

STATE PLANE NAD 27 (N.M. EAST)

514529.23' E: 686770.12

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<u>District I</u>
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
<u>District II</u>
811 S. First St., Artesia, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-9720
<u>District III</u>

Filone: (373) 746-3720 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

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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number		² Pool Code		3 Pool Name	
30-015		; BONE SPRING			
4 Property Code		5 P	roperty Name		6 Well Number
		25H			
7 OGRID No.		⁹ Elevation			
		3583.5'			

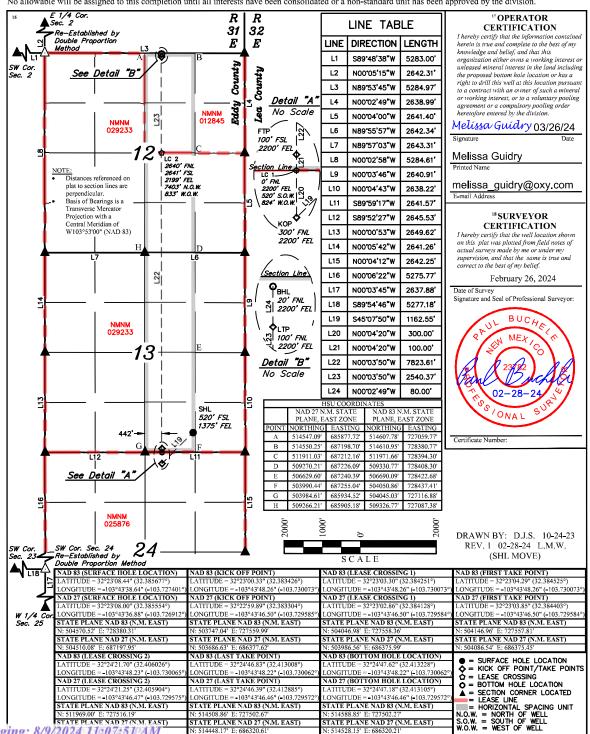
Surface Location

	O	13	22S	31E	Lot run	520	SOUTH	1375	EAST	EDDY
•					D II	1 x .: x	CD'CC . E	G C		

¹¹ Bottom Hole Location If Different From Surface

UL or lot no. B	Section 12	Т	Township 22S	Range 31E	Lot Idn	F	ect from the 20	North/South line NORTH	Feet from the 2200	East/West line EAST	County EDDY
12 Dedicated Acre 320			or Infill	14 Conso	14 Consolidation Code		15 Order No.				

No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



DISTRICT I 1625 N. FRENCH DR., HOBBS, NM 86240 Phone: (575) 393-6161 Fax: (575) 393-0720

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

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

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

State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION

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

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

□ AMENDED REPORT

		ACREAGE DEDICATION PLAT	Silbrey Basin:Bone
30-015- 47639	51683 5695	RED TANK; BONE SPE	
Property Code	Prop	erty Name	Well Number
329719	TOP SPOT 12_	_13 FEDERAL COM	25H
OGRID No.	Oper	ator Name	Elevation
16696	OXY I	USA, INC.	3584.4

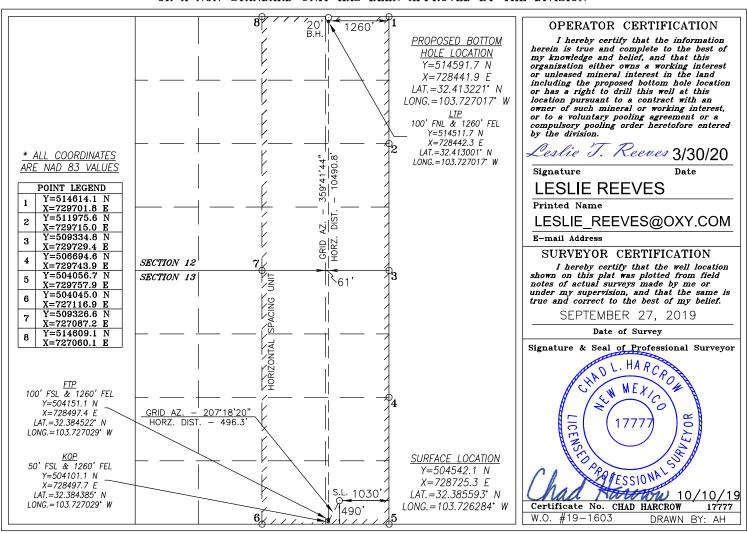
Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
Р	13	22-S	31-E		490	SOUTH	1030	EAST	EDDY

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
Α	12	22-S	31-E		20	NORTH	1260	EAST	EDDY
Dedicated Acres Joint or Infill Consolidation Code				Code Ore	ler No.				

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



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Phone: (3/3) 746-1283 Fax: (3/3) 746-9/20 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 Fc, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number			² Pool Code		3 Pool Name		
30-015-47888		51863	5695	RED TANK, BONE SPRING	BILBREY BASIN	I; BONE SPRING	
4 Property Code			5 Pr	operty Name		6 Well Number	
		26H					
7 OGRID No.		Operator Name					
16696		OXY USA INC.					

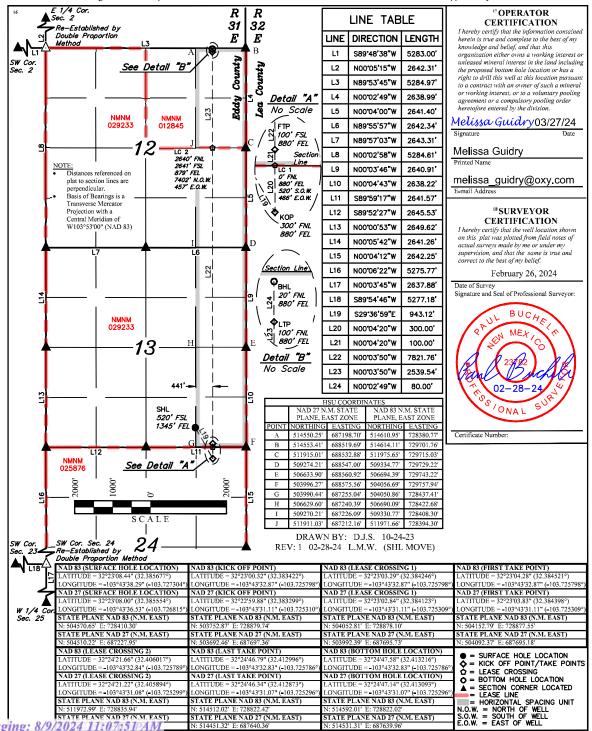
Surface Location

0 13 228 31E 520 SOUTH 1345 EAST EDDY	UL or lot no.	Section 13	Township 22S	Range 31E	Lot Idn	Feet from the 520	North/South line SOUTH	Feet from the 1345	East/West line EAST	County EDDY
---------------------------------------	---------------	---------------	-----------------	--------------	---------	----------------------	---------------------------	-----------------------	------------------------	----------------

¹¹ Bottom Hole Location If Different From Surface

UL or lot no. A	Section 12	Township 22S	Range 31E	Lot Idn	Feet from the 20	North/South line NORTH	Feet from the 880	East/West line EAST	County EDDY
12 Dedicated Acre 320	12 Dedicated Acres 13 Joint or Infill 320		14 Conso	olidation Code	15 Order No.				

No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



DISTRICT I 1625 N. FRENCH DR., HOBBS, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 DISTRICT II 811 S. FIRST ST., ARTESIA, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720

State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION

1220 SOUTH ST. FRANCIS DR.

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

Santa Fe, New Mexico 87505

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

BILBREY BASIN;BONE

□ AMENDED REPORT

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

30-015- Number	51863 Fool Code 51863 5695	51863 5695 RED TANK; BONE SPF					
Property Code	Prop	erty Name	Well Number				
	TOP SPOT 12_	TOP SPOT 12_13 FEDERAL COM					
OGRID No.	·	ator Name	Elevation				
16696	OXY U	JSA, INC.	3583.6'				

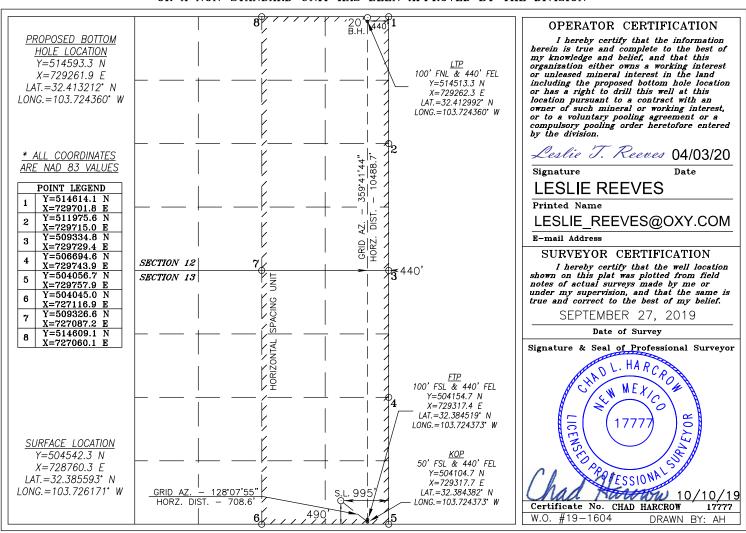
Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
Р	13	22-S	31-E		490	SOUTH	995	EAST	EDDY

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
А	12	22-5	S 31-E		20	NORTH	440	EAST	EDDY
Dedicated Acres	s Joint o	r Infill	Consolidation	Code Or	der No.				

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



Released to Imaging: 8/9/2024 11:07:51PAM

<u>District I</u> 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720 Phone: (3/3) 746-1283 Fax: (3/3) 746-9/20 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 Fc, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number	² Pool Code	³ Pool Name	
30-015-47953	5695	BILBREY BASIN; BONE SPRING	
4 Property Code	5 Property Name		6 Well Number
	TOP SPOT	12_13 FED COM	33H
7 OGRID No.	8 OI	perator Name	9 Elevation
	OX	Y USA INC.	3583.6'

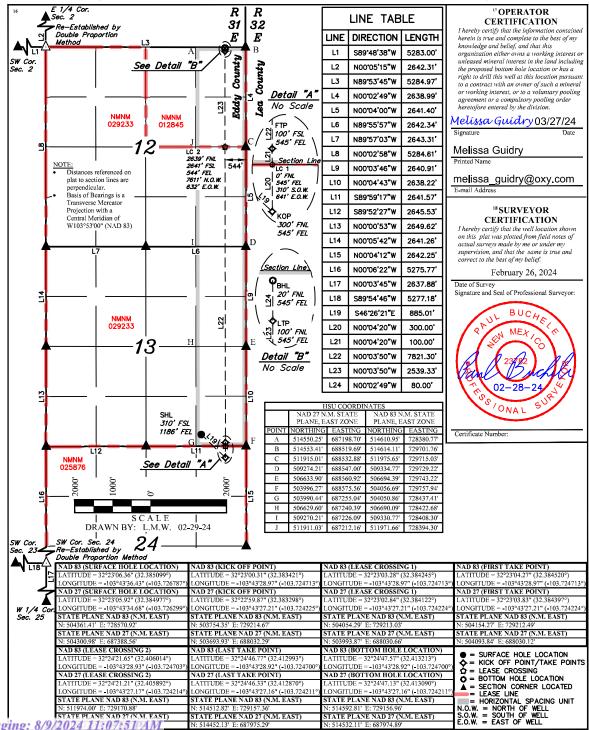
Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	13	228	31E		310	SOUTH	1186	EAST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no. A	Section 12	Township 22S	Range 31E	Lot Idn	Feet from the 20	North/South line NORTH	Feet from the 545	East/West line EAST	County EDDY
12 Dedicated Acr 320	es 13 .	Joint or Infill	14 Conso	olidation Code	15 Order No.	•			

No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



MAILED 6/13/24

						MAILED 6/13/24
To Company Name	To Name	To Address Line 1	To City	To State	To ZIP	Tracking Number
RUTH ANN BECKER POA	A WAYNE BREELAND	3761 WOODSHADOW LANE	ADDISON	TX	75001	_9414811898765465968128
	AMY KERBOW SEDANO	194 LITCHFIELD LN BLDG 31	HOUSTON	TX	77024	_9414811898765465968104
	ARROTT FAMILY REVOCABLE TR	PO BOX 241868	LITTLE ROCK	AR	72223	_9414811898765465968197
	BEN B ANDREWS	2216 PELHAM	HOUSTON	TX	77019	_9414811898765465968142
	BJ & RACHEL HONEYMAN LIV TR	26 MEADOW BROOKE PLACE	THE WOODLANDS	TX	77382	_9414811898765465968135
	BLUE STAR ROYALTY LLC	PO BOX 470249	FORT WORTH	TX	76147	_9414811898765465968319
HELEN MCCUSKER ATWILL TRUSTEE	BOB AND HELEN ATWILL FAM REV TRUST	2478 SW ARDEN RD	PORTLAND	OR	97201	_9414811898765465968357
BRENT JEREMY HONEYMAN TRUSTEE	BRENT JEREMY HONEYMAN CHILDS TRUST	26 MEADOW BROOK PL	THE WOODLANDS	TX	77382	_9414811898765465968364
	BRYAN BELL FAMILY LLC	P O BOX 24591	NEW ORLEANS	LA	70184	_9414811898765465968326
	CAL MON OIL COMPANY	200 N LORAINE ST STE 1404	MIDLAND	TX	79701	_9414811898765465968302
CATHLEEN ANN ADAMS TTEE	CATHLEEN ANN ADAMS REV TR	PO BOX 45807	RIO RANCHO	NM	87174	_9414811898765465968340
	CHARLES ANDREW SPRADLIN	304 SUMMIT RIDGE DR	GLEN ROSE	TX	76043	_9414811898765465968388
	CHARLES MANNING DUHON II	332 ROSELAWN BLVD	LAFAYETTE	LA	70503	_9414811898765465968333
	CHARMAR LLC	4815 VISTA DEL OSO COURT NE	ALBUQUERQUE	NM	87109	_9414811898765465968371
	CHISOS LTD	3355 W ALABAMA STE 1200 B	HOUSTON	TX	77098	_9414811898765465968012
	CLEMENS R REITER	4100 PRIVATE ROAD 472	HAWLEY	TX	79525	_9414811898765465968050
	COLBURN OIL LP	PO BOX 2524	MIDLAND	TX	79702	_9414811898765465968029
	DAVID HUMPHREY KERBOW	1343 WESTWICK FOREST DRIVE	HOUSTON	TX	77043	_9414811898765465968098
	DON PAGE ROYALTIES LLC	P O BOX 270771	FLOWER MOUND	TX	75027	_9414811898765465968043
	ELIZABETH C & JAMES A REICHERT	7516 CHEVY CHASE	HOUSTON	TX	77063	_9414811898765465968036
	FORTIS MINERALS II LLC	P O BOX 470788	FORT WORTH	TX	76147	_9414811898765465968074
	FRANCIS A & FRANCES R BOLEN	3418 BLUERIDGE	ABILENE	TX	79605	_9414811898765465968456
NEW MEXICO BANK & TRUST WEALTH	GPGM LLC	320 GOLD AVE SW STE 200	ALBUQUERQUE	NM	87102	_9414811898765465968425
	HATCH ROYALTY LLC	1717 WEST 6TH ST STE 290	AUSTIN	TX	78703	_9414811898765465968401
HELEN MCCUSKER ATWILL TRUSTEE	HELEN MCCUSKER ATWILL TRUST	6124 ROBERTS MARKET RD	THE DALLES	OR	97058	_9414811898765465968494
	HILL MINERALS GROUP LTD	5809 LONDON LANE	DALLAS	TX	75252	_9414811898765465968449
	HONEYMAN INVESTMENT HOLDINGS LP	2890 FOREST DRIVE	CELINA	TX	75009	_9414811898765465968432
	JILL KERBOW IMHOFF	3213 TARRYHOLLOW DR	AUSTIN	TX	78703	_9414811898765465968470
	JOHN M SNYDER	147 BRUSH CREEK DR	AZLE	TX	76020	_9414811898765465968517

To Company Name	To Name	To Address Line 1	To City	To State	To ZIP	Tracking Number
	JOHN MCGHEE	700 WREN AVE	AUSTIN	TX	78753	_9414811898765465968555
	KAREN J KASTNER	1811 S WALNUT STREET	CASPER	WY	82601	_9414811898765465968524
	KATHERINE NEFF WILSON	206 FRANKLIN RD	FRANKLIN	TN	37064	_9414811898765465968593
	KATHLEEN ANN CURRY	7 SABADELL LN	HOT SPRINGS	AR	71909	_9414811898765465968548
	KIMBERLY NEFF HOGUE	5101 E SEWARD RD	GUTHRIE	OK	73044	_9414811898765465968586
	LISA KERBOW HOOD	6316 COMMUNITY DRIVE	HOUSTON	TX	77005	_9414811898765465968531
LISA M ENFIELD TRUSTEE	LISA M ENFIELD TRUST	904 DON GASPAR AVENUE	SANTA FE	NM	87505	_9414811898765465968579
LARRY T LONG MANAGING TRUSTEE	LONG TRUSTS	P O BOX 3096	KILGORE	TX	75663	_9414811898765465967251
	LOVETT BAKER JR	5773 WOODWAY DR NO420	HOUSTON	TX	77057	_9414811898765465967268
	LYNETTE DUHON FOREMAN	213 BRANDY ST	LAFAYETTE	LA	70506	_9414811898765465967220
	MARC DECLOUET DUHON	121 GAYLE DR	LAFAYETTE	LA	70503	_9414811898765465967206
	MARSHALL S BAKER	2711 WESLAYAN STREET	HOUSTON	TX	77027	_9414811898765465967299
	MAVEN ROYALTY 2 LP	1065 PROVENANCE PLACE BLVD STE	SHREVEPORT	LA	71106	_9414811898765465967244
	MAX F HENTZ	141 PLEASANT VIEW DR	LAFAYETTE	LA	70503	_9414811898765465967282
	MICHAEL & MARLENE BOYLE	10641 WEST IDA PLACE	LITTLETON	СО	80127	_9414811898765465967237
	MICHAEL D & LYNNE M SHOTTON	4082 CORTE BELLA DR	BROOMFIELD	СО	80023	_9414811898765465967275
	MILESTONE OIL LLC	4813 E 84TH ST	TULSA	OK	74137	_9414811898765465967855
FEDERAL GOVERNMENT ROYALTY	MINERALS MANAGEMENT SERVICE	620 E GREENE STREET	CARLSBAD	NM	88220	_9414811898765465967862
	MISTY B CORPORATION	16110 RED CEDAR TRAIL	DALLAS	TX	75248	_9414811898765465967800
PARTNERSHIP II LLC	MSH FAMILY REAL ESTATE	4143 MAPLE AVE SUITE 500	DALLAS	TX	75219	_9414811898765465967848
	PATRICIA R NEFF	12401 TRAIL OAKS DRIVE NO 166	OKLAHOMA CITY	OK	73120	_9414811898765465967886
PATRICK K MONAGHAN TRUSTEE	PATRICK K MONAGHAN TRUST	2610 W SUNNYSIDE AVE	CHICAGO	IL	60625	_9414811898765465967831
	PEGASUS RESOURCES II LLC	PO BOX 731077	FORT WORTH	TX	75373	_9414811898765465967879
	PEGASUS RESOURCES LLC	PO BOX 733980	DALLAS	TX	75373	_9414811898765465967763
	RICHARD C DEASON	1301 N HAVENHURST DR NO 217	WEST HOLLYWOOD	CA	90046	_9414811898765465967725
ALAN NOEL TRUSTEE	RICHARD NOEL TRUST	1108 CLIFF SWALLOW DR	GRANBURY	TX	76048	_9414811898765465967701
	RIVER HILLS RESOURCES LLC	4228 N CENTRAL EXPWY STE 180	DALLAS	TX	75206	_9414811898765465967794
LISA ENFIELD TRUSTEE	ROBERT N ENFIELD REV TRUST	P O BOX 40909	AUSTIN	TX	78704	_9414811898765465967749
	ROBERTA WARNER	14686 US HWY 277S	WINGATE	TX	79566	_9414811898765465967787
	ROCKPORT OIL AND GAS LLC	PO BOX 19567	HOUSTON	TX	77224	_9414811898765465967732
B J POLLAN	RONALD L & SHAW	880 HIGHLAND AVENUE	ABILENE	TX	79605	_9414811898765465967916
	RUSSELL T RUDY ENERGY LLC	320 WESTCOTT ST	HOUSTON	TX	77007	_9414811898765465967961
	SALLY KERBOW BROLLIER	613 S RIPPLE CREEK DRIVE	HOUSTON	TX	77057	_9414811898765465967923
	SAP LLC	4901 WHITNEY LANE	ROSWELL	NM	88203	_9414811898765465967992
	SCHNURR FAMILY TRUST	2960 MASSA DR	NAPA	CA	94558	_9414811898765465967985

To Company Name	To Name	To Address Line 1	To City	To State	To ZIP	Tracking Number
	SMP SIDECAR TITAN MINERAL	4143 MAPLE AVE SUITE 500	DALLAS	TX	75219	_9414811898765465967930
	SMP TITAN FLEX LP	4143 MAPLE AVE SUITE 500	DALLAS	TX	75219	_9414811898765465967978
	SMP TITAN MINERAL HOLDINGS LP	4143 MAPLE AVE SUITE 500	DALLAS	TX	75219	_9414811898765465967619
	SOFTSEARCH INVESTMENT LP	PO BOX 89	ABILENE	TX	79604	_9414811898765465967657
	SOFTVEST MANAGEMENT LP	P O BOX 89	ABILENE	TX	79604	_9414811898765465967626
	SOLAR FLARE INVESTMENTS LLC	1801 RED BUD LN STE B 248	ROUND ROCK	TX	78664	_9414811898765465967602
	TD MINERALS LLC	8111 WESTCHESTER DR STE 900	DALLAS	TX	75225	_9414811898765465967695
	THOMAS C & LYNNE M WILLIAMS	12646 RIP VAN WINKLE DRIVE	HOUSTON	TX	77024	_9414811898765465967640
	THOMAS D DEASON	5016 92ND STREET	LUBBOCK	TX	79424	_9414811898765465967688
	TOCOR INVESTMENTS INC	P O BOX 293	MIDLAND	TX	79702	_9414811898765465967671
	WAYNE SELVIG	4261 MEADOWDALE LANE	DALLAS	TX	75229	_9414811898765465967114
	WEST BEND ENERGY PARTNERS IV LLC	1320 SOUTH UNIVERSITY DR STE 701	FORT WORTH	TX	76107	_9414811898765465967152
	WING RESOURCES VI LLC	2100 MCKINNEY AVE STE 1540	DALLAS	TX	75201	_9414811898765465967169
	XTO HOLDINGS LLC	PO BOX 840780	DALLAS	TX	75284	_9414811898765465967121
	XTO HOLDINGS LLC	810 HOUSTON ST STE 2000	FT WORTH	TX	76102	_9414811898765465967107

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

June 13, 2024

Re: Request for Pool and Lease Commingling and Off-lease Measurement for Oil Production at Lost Tank 18 Facility Train #2

Dear Interest Owner:

This is to advise you that OXY USA INC is filing an application with NMOCD to amend PLC 878 for surface commingling for oil production at the Lost Tank 18 Facility Train #2. A copy of the application submitted to the Division is attached. This commingle request includes the current and future wells within the same leases/communitization agreements and pools listed in the attached application.

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

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

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

Respectfully,

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

GANNETT

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

Kim Hoffman 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:

05/17/2024

and that the fees charged are legal. Sworn to and subscribed before on 05/17/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:

\$58.90

Order No:

10182982

of Copies:

Customer No:

1353459

- 4

PO #:

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 USA WTP LP located at 5 Greenway Plaza, Suite Houston TX 77046 applying to the NMOCD for surface commingle permit for oil production at the Top Spot Battery. The Top Spot Battery is located in Lea County, Section 18, R32E. Wells T22S Eddy located in County, Sections 12 and 13, R31E. Production is from the BILBREY BASIN; BONE SPRING and WC 22S31E13;WOLF-CAMP pools. 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

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

5/17/2024 #10182982

Released to Imaging: 8/9/2024 11:07:51 AM

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

To: Musallam, Sandra C; Fortier, Eric

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

Subject: Approved Administrative Order PLC-878-A Date: Friday, August 9, 2024 8:49:24 AM

PLC878A Order.pdf Attachments:

NMOCD has issued Administrative Order PLC-878-A 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
30-015-47949	Ton Snot 12 12 Federal Com #24H	E/2	12-22S-31E	98351
30-015-4/949	Top Spot 12 13 Federal Com #34H	E/2	13-22S-31E	90331
20 015 47007	Ton Smot 12 12 Federal Com #25H	E/2	12-22S-31E	98351
30-015-47887	Top Spot 12 13 Federal Com #35H	E/2	13-22S-31E	98331
30-015-47625	Top Spot 12 13 Federal Com #313H	E/2	12-22S-31E	98351
30-013-47023	Top Spot 12 13 Federal Coll #313H	E/2	13-22S-31E	90331
30-015-48594	Top Spot 12 13 Federal Com #1H	W/2 W/2	12-22S-31E	5695
30-013-46394	Top Spot 12 13 Federal Com #1H	W/2 W/2	13-22S-31E	3093
30-015-48595	Top Spot 12 13 Federal Com #11H	W/2 W/2	12-22S-31E	5695
30-013-46373	Top Spot 12 13 Federal Com #1111	W/2 W/2	13-22S-31E	3073
30-015-47771	Ton Snot 12 12 Federal Com #21H	W/2 W/2	12-22S-31E	5695
30-013-4///1	Top Spot 12 13 Federal Com #21H	W/2 W/2	13-22S-31E	3093
30-015-48597	Top Spot 12 13 Federal Com #31H	W/2	12-22S-31E	98351
30-013-46397	Top Spot 12 13 rederal Com #31H	W/2	13-22S-31E	90331
30-015-48596	Top Spot 12 13 Federal Com #32H	W/2	12-22S-31E	98351
30-013-40390	Top Spot 12 13 Federal Colli #32H	W/2	13-22S-31E	90331
30-015-47627	Ton Snot 12 12 Endavel Com #211H	W/2	12-22S-31E	98351
30-013-4/02/	Top Spot 12 13 Federal Com #311H	W/2	13-22S-31E	90331
30-015-47626	Top Spot 12 13 Federal Com #312H	W/2	12-22S-31E	98351
30-013-4/020	Top Spot 12 13 Federal Coll #312H	W/2	13-22S-31E	90331
30-015-47639	Top Spot 12 13 Federal Com #25H	W/2 E/2	12-22S-31E	5695
30-013-4/039	Top Spot 12 13 rederal Colli #25H	W/2 E/2	13-22S-31E	3093
30-015-47885	Top Spot 12 13 Federal Com #23H	E/2 W/2	12-22S-31E	5695
30-013-47003	Top Spot 12 13 rederal Com #25H	E/2 W/2	13-22S-31E	3093
30-015-47888	Ton Snot 12 12 Federal Com #26H	E/2 E/2	12-22S-31E	5695
30-013-47000	Top Spot 12 13 Federal Com #26H	E/2 E/2	13-22S-31E	3093
30-015-47889	Top Spot 12 13 Federal Com #22H	E/2 W/2	12-22S-31E	5695
30-013-47009	Top Spot 12 13 rederal Com #22H	E/2 W/2	13-22S-31E	3093
30-015-47953	Top Spot 12 13 Federal Com #33H	E/2 E/2	12-22S-31E	5695
30-013-4/933	Top Spot 12 13 rederal Com #33H	E/2 E/2	13-22S-31E	3093
30-015-47954	Ton Snot 12 13 Federal Com #24H	W/2 E/2	12-22S-31E	5695
30-013-4/334	Top Spot 12 13 Federal Com #24H	W/2 E/2	13-22S-31E	3073

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

Federal Communitization Agreement

Contract No		
THIS AGREEMENT entered into as of the the parties subscribing, ratifying, or consenting 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 22 South, Range 31 East, N.M.P.M.

W/2 E/2 of Sections 12 and 13, 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, 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.
- The date of this agreement is _______, 20__, and it shall become effective as 10. of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their

Page 3 of 15

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

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

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

	OXY USA INC.		
	Operator		
	By:		
Date	Operator/Attorney-in-Fact		

ACKNOWLEDGEMENT

STATE OF TEXAS)	
COUNTY OF HARRIS)	
	acknowledged before me on Y-IN-FACT of OXY USA INC., a De	, 2024, by
	Notary Public in and for the	e State of Texas

WORKING INTEREST OWNERS

AND/OR LESSEES OF RECORD

	OXY USA INC.	
Date	By: Name:	
	Title: Attorney-in-fact	
	<u>ACKNOWLEDGMENTS</u>	
STATE OF TEXAS		
COUNTY OF HARRIS		
	nowledged before me on, 2024, by N-FACT of OXY USA INC., a Delaware corporation.	
	Notary Public in and for the State of Texas	

		XTO HOLDINGS, LLC	
Date		By: Name: Title:	
ACK	NOWLEDGM	ENTS	
STATE OF)		
COUNTY OF)		
This instrument was acknowledge, by			
of of said			
Notary Public in and for the State of			
Notary's Printed Name:		-	
Notary's Commission Expires:		<u>-</u>	

	Chisos, Ltd.	
Date	By: Name: Title:	
ACKN	<u>OWLEDGMENTS</u>	
STATE OF)		
COUNTY OF)		
	lged before me on	
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of of said	., a	, on behalf
Notary Public in and for the State of		
Notary's Printed Name:		
Notary's Commission Expires:		

	Rockport Oil and Gas, LLC
Date	By: Name:
	Title:
ACKNOW	<u>/LEDGMENTS</u>
STATE OF)	
COUNTY OF)	
_	d before me on, 20
of, a _	, as, on behalf
of said	
Notary Public in and for the State of	
Notary's Printed Name:	
Notary's Commission Expires:	

	Larry T. Long, L. Allan Long and Sammy Adamson, Trustees of the Larry Thomas Long Trust, the Charles Edward Long Trust, the Lawrence Allan Long Trust, and the John Stephen Long Trust, collectively d/b/a the Long Trust
Date	By: Name: Title:
<u>ACKNOWLI</u>	EDGMENTS
STATE OF	
This instrument was acknowledged be, by	efore me on, 20
of, a, a, a	, us, on behalf
Notary Public in and for the State of Notary's Printed Name: Notary's Commission Expires:	

	Charles Andrew Spradlin
Date	By: Name: Title:
ACKNOW	<u>LEDGMENTS</u>
STATE OF	
COUNTY OF)	
_	before me on, 20
of, a, a, a	, as, on behalf
Notary Public in and for the State of	
Notary's Printed Name:	
Notary's Commission Expires:	

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated _______, 20__.

Plat of communitized area covering 320.00 acres in the W/2 E/2 of Sections 12 and 13, Township 22 South- Range 31 East N.M.P.M., Eddy County, New Mexico

Top Spot 12 13 Federal Com 24H Top Spot 12 13 Federal Com 25H

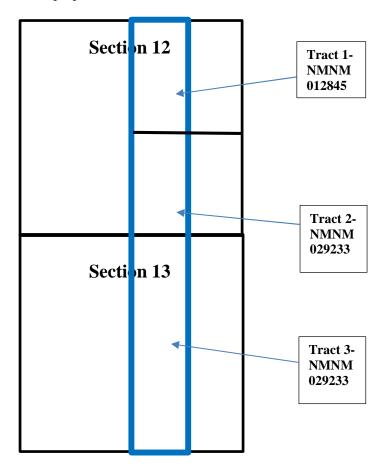


EXHIBIT "B"

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: NMNM 012845

Description of Land Committed: Township 22 South, Range 31 East,

N.M.P.M., Section 12: W/2 NE/4

Number of Acres: 80.00

Current Lessee of Record: XTO HOLDINGS LLC

Name of Working Interest Owners: OXY USA INC. - 78.306692%

XTO Holdings, LLC - 11.111111%

Chisos, Ltd. - 4.166750%

Rockport Oil and Gas, LLC - 0.462972% Larry T. Long, L. Allan Long and Sammy Adamson, Trustees of the Larry Thomas Long Trust, the Charles Edward Long Trust, the Lawrence Allan Long Trust, and the John Stephen Long Trust, collectively d/b/a

the Long Trust - 5.706935%

Charles Andrew Spradlin - 0.245540%

Tract No. 2

Lease Serial Number: NMNM 029233

Description of Land Committed: Township 22 South, Range 31 East,

N.M.P.M., Section 12: W/2 SE/4

Number of Acres: 80.00

Current Lessee of Record: OXY USA INC.

Page 13 of 15

Name of Working Interest Owners: OXY USA INC. - 88.095028%

Chisos, Ltd. - 4.687594%

Rockport Oil and Gas, LLC - 0.520844% Larry T. Long, L. Allan Long and Sammy Adamson, Trustees of the Larry Thomas Long Trust, the Charles Edward Long Trust, the Lawrence Allan Long Trust, and the John Stephen Long Trust, collectively d/b/a

the Long Trust - 6.420302%

Charles Andrew Spradlin - 0.276232%

Tract No. 3

Lease Serial Number: NMNM 029233

Description of Land Committed: Township 22 South, Range 31 East,

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

Number of Acres: 160.00

Current Lessee of Record: OXY USA INC.

Name of Working Interest Owners: OXY USA INC. - 100.0%

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	80.00	25.00%
2	80.00	25.00%
3	160.00	50.00%
Total	320.00	100.000%

Federal Communitization Agreement

Contract No.	
THIS AGREEMENT entered into as of the day of the parties subscribing, ratifying, or consenting hereto 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 22 South, Range 31 East, N.M.P.M.

E/2 E/2 of Sections 12 and 13, 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, 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,

Page 2 of 15

- 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. of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their

Page 3 of 15

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

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

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

	OXY USA INC.	
	Operator	
	By:	
Date	Operator/Attorney-in-Fact	

ACKNOWLEDGEMENT

STATE OF TEXAS)	
COUNTY OF HARRIS))	
	nowledged before me on N-FACT of OXY USA INC., a D	
	Notary Public in and for the	 ne State of Texas

WORKING INTEREST OWNERS

AND/OR LESSEES OF RECORD

	OXY USA INC.	
	By:	
Date	Name:	
	Title: <u>Attorney-in-fact</u>	
AC	KNOWLEDGMENTS	
STATE OF TEXAS)		
COUNTY OF HARRIS)		
This instrument was acknowl James Laning, ATTORNEY-IN-FA	edged before me on, 2024, by ACT of OXY USA INC., a Delaware corporation.	
<u> </u>	<u> </u>	
	Notary Public in and for the State of Texas	

	XTO HOLDINGS, LLC
Date	By: Name: Title:
ACKNOV	<u>VLEDGMENTS</u>
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COUNTY OF)	
	d before me on, 20
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Notary Public in and for the State of	
Notary's Printed Name: Notary's Commission Expires:	

	Chi	isos, Ltd.
Date	Nar	me: e:
AC	KNOWLEDGMEN'	<u>TS</u>
STATE OF)	
COUNTY OF)	
This instrument was ackno		n, 20
of of said		
Notary Public in and for the State		
Notary's Printed Name:		

	Rockport Oil and Gas, LLC
Date	By: Name: Title:
<u>ACKNO</u>	WLEDGMENTS
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COUNTY OF	
	ed before me on, 20
of, of said	a, as, on behalf
Notary Public in and for the State of	
Notary's Printed Name:	

	Larry T. Long, L. Allan Long and Sammy Adamson, Trustees of the Larry Thomas Long Trust, the Charles Edward Long Trust, the Lawrence Allan Long Trust, and the John Stephen Long Trust, collectively d/b/a the Long Trust
Date	By: Name: Title:
ACKNOWLED	<u>OGMENTS</u>
STATE OF	
This instrument was acknowledged before, by	
of, a, a	, on behalf
Notary Public in and for the State of Notary's Printed Name: Notary's Commission Expires:	

		Charles Andre	w Spradlin
Date		Name:	
	ACKNOWLED	<u>GMENTS</u>	
STATE OF	`		
COUNTY OF)		
This instrument was ac	knowledged befo	re me on	, 20
, by		, as	
of said	, a		, on behalf
Notary Public in and for the St	ate of		
Notary's Printed Name:			
Notary's Commission Expires:	•		

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated ________, 20___.

Plat of communitized area covering 320.00 acres in the E/2 E/2 of Sections 12 and 13, Township 22 South- Range 31 East N.M.P.M., Eddy County, New Mexico

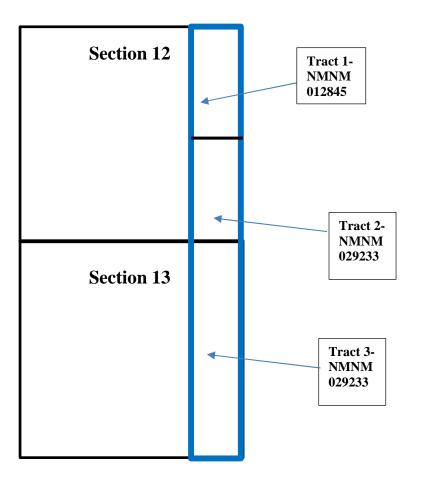


EXHIBIT "B"

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: NMNM 012845

Description of Land Committed: Township 22 South, Range 31 East,

N.M.P.M., Section 12: E/2 NE/4

Number of Acres: 80.00

Current Lessee of Record: XTO HOLDINGS LLC

Name of Working Interest Owners: OXY USA INC. - 78.306692%

XTO Holdings, LLC - 11.111111%

Chisos, Ltd. - 4.166750%

Rockport Oil and Gas, LLC - 0.462972% Larry T. Long, L. Allan Long and Sammy Adamson, Trustees of the Larry Thomas Long Trust, the Charles Edward Long Trust, the Lawrence Allan Long Trust, and the John Stephen Long Trust, collectively d/b/a

the Long Trust - 5.706935%

Charles Andrew Spradlin - 0.245540%

Tract No. 2

Lease Serial Number: NMNM 029233

Description of Land Committed: Township 22 South, Range 31 East,

N.M.P.M., Section 12: E/2 SE/4

Number of Acres: 80.00

Current Lessee of Record: OXY USA INC.

Page 13 of 15

Name of Working Interest Owners: OXY USA INC. - 88.095028%

Chisos, Ltd. - 4.687594%

Rockport Oil and Gas, LLC - 0.520844% Larry T. Long, L. Allan Long and Sammy Adamson, Trustees of the Larry Thomas Long Trust, the Charles Edward Long Trust, the Lawrence Allan Long Trust, and the John Stephen Long Trust, collectively d/b/a

the Long Trust - 6.420302%

Charles Andrew Spradlin - 0.276232%

Tract No. 3

Lease Serial Number: NMNM 029233

Description of Land Committed: Township 22 South, Range 31 East,

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

Number of Acres: 160.00

Current Lessee of Record: OXY USA INC.

Name of Working Interest Owners: OXY USA INC. - 100.0%

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	80.00	25.00%
2	80.00	25.00%
3	160.00	50.00%
Total	320.00	100.000%

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



Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
TOP SPOT 12_13	1H	3001548594	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12-13	35H	3001547887	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12_13	11H	3001548595	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12_13	312H	3001547626	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12_13	33H	3001547953	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12-13	26H	3001547888	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12_13	24H	3001547954	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12_13	34H	3001547949	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12_13	311H	3001547627	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12_13	21H	3001547771	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12_13	22H	3001547889	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12-13	25H	3001547639	NMNM65418	NMNM65418	OXY USA
TOP SPOT 12_13	32H	3001548596	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12_13	23H	3001547885	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12_13	31H	3001548597	NMNM29233	NMNM29233	OXY USA
TOP SPOT 12_13	313H	3001547625	NMNM29233	NMNM29233	OXY USA

Notice of Intent

Sundry ID: 2796387

Type of Submission: Notice of Intent

Date Sundry Submitted: 06/20/2024

Date proposed operation will begin: 08/01/2024

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

Measurement

Time Sundry Submitted: 11:33

Procedure Description: OXY requests approval according to 43 CFR 3173.14(a)(1)(i) to commingle production at the Lost Tank 18 Battery Train #2. Train #2 has all leases and CAs with the same fixed BLM NRI of 12.5%. 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.

Surface Disturbance

Is any additional surface disturbance proposed?: No

NOI Attachments

Procedure Description

Top_Spot_BS_BLM_Submittal_2024.06_20240620112905.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: JUN 20	, 2024 11:31 AM
Name: OXY USA INCORPORATED		

Title: Regulatory Engineer

Street Address: 5 GREENWAY PLAZA, SUITE 110

City: HOUSTON State: TX

Phone: (713) 366-5106

Email address: SANDRA_MUSALLAM@OXY.COM

Field	
resentative Name:	
et Address:	
	State:
ne:	
ail address:	

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-878-A

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 as described in Exhibit A ("Application").
- 2. Applicant proposed a method to allocate the oil production to the pools, leases, and wells to be commingled.
- 3. Applicant 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 as described 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 ("CA Pooled Area"), as described in Exhibit A.
- 9. This Order is associated with Order PLC-844-C which authorizes in-full or in-part the commingling of gas production from the pools, leases, and wells as described in Exhibit A.

Order No. PLC-878-A Page 1 of 5

CONCLUSIONS OF LAW

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

ORDER

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

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

- 2. This Order supersedes Order PLC-878.
- 3. For each CA Pooled Area described in Exhibit A, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

Order No. PLC-878-A Page 2 of 5

No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit a Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the CA 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 the formation or dedicated lands are modified or if a modification is made that will affect this Order. 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 CA Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the CA Pooled Area until the Proposed Agreement which includes the CA Pooled Area is approved. After the Proposed Agreement is approved, the oil production from the CA 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 as described 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.

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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 as described 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

Order No. PLC-878-A Page 4 of 5

- 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.

DATE: 8/9/2024

STATE OF NEW MEXICO OIL CONSERVATION DIVISION

GERASIMOS RAZATOS

DIRECTOR (ACTING)

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State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-878-A

Operator: Oxy USA, Inc. (16696)

Central Tank Battery: Lost Tank 18 Central Processing Facility Train 2 Central Tank Battery Location: UL M, Section 18, Township 22 South, Range 32 East

Gas Title Transfer Meter Location:

Pools

Pool Name Pool Code
BILBREY BASIN;BONE SPRING 5695
WC 22831E13;WOLFCAMP 98351

Leases as defined in 19.15.12.7(C) NMAC

Leases as defined in 1911311217 (C) Triving			
Lease	UL or Q/Q	S-T-R	
NMNM 105312805 (029233)	W/2, SE/4	12-22S-31E	
NIVINIVI 103312603 (029233)	All	13-22S-31E	
PROPOSED CA Wolfcamp NMNM 105810902	E/2	12-22S-31E	
1 KOI OSED CA WOIICAIIIP WINWI 103010902	E/2	13-22S-31E	
PROPOSED CA Bone Spring BLM	W/2 E/2	12-22S-31E	
	W/2 E/2	13-22S-31E	
PROPOSED CA Bone Spring BLM	E/2 E/2	12-22S-31E	
	E/2 E/2	13-22S-31E	

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-47949 Top Spot 12 13 Federal Com #34H	E/2	12-22S-31E	98351	
30-013-4/949	Top Spot 12 13 Federal Com #34H	E/2	13-22S-31E	90331
30-015-47887	5 47997 Ton Smot 12 12 Endavel Com #25H	E/2	12-22S-31E	98351
30-013-47007	Top Spot 12 13 Federal Com #35H	E/2	13-22S-31E	70331
30-015-47625	7625 Ton Snot 12 12 Federal Com #212H	E/2	12-22S-31E	98351
30-013-47023	Top Spot 12 13 Federal Com #313H	E/2	13-22S-31E	90331
30-015-48594	15-48594 Top Spot 12 13 Federal Com #1H	W/2 W/2	12-22S-31E	5695
30-013-40374	Top Spot 12 13 rederal Com #111	W/2 W/2	13-22S-31E	3093
30-015-48595	505 Ton Smot 12 12 Endavel Com #11H	W/2 W/2	12-22S-31E	5695
30-013-40373	Top Spot 12 13 Federal Com #11H	W/2 W/2	13-22S-31E	3073
30-015-47771	Top Spot 12 13 Federal Com #21H	W/2 W/2	12-22S-31E	5695
30-013-47771	1 op Spot 12 13 Federal Com #21H	W/2 W/2	13-22S-31E	3073
30-015-48597	Top Spot 12 13 Federal Com #31H	W/2	12-22S-31E	98351
30-013-40377	30-015-4859/ 10p Spot 12 13 Federal Com #31H	W/2	13-22S-31E	70331
30-015-48596	20.015.4950(Tan Smart 12.12 Federal Com #22H	W/2	12-22S-31E	98351
30-015-48596 Top Spot 12 13 Federal Com #32H	W/2	13-22S-31E	70331	
30-015-47627	Ton Snot 12 13 Fodoval Com #211U	W/2	12-22S-31E	98351
30-013-4/02/	15-47627 Top Spot 12 13 Federal Com #311H	W/2	13-22S-31E	90331

30-015-47626 Top Spot 12 13 Federal Com #312H	Ton Spot 12 12 Fodovol Com #212H	W/2	12-22S-31E	E 98351
	W/2	13-22S-31E	90331	
30-015-47639 Top Spot 12 13 Federal Com #25H	Ton Snot 12 13 Fodoval Com #25H	W/2 E/2	12-22S-31E	5695
	W/2 E/2	13-22S-31E	3093	
30-015-47885 Top Spot 12 13 Federal Com #23H	Ton Spot 12 12 Endoved Com #22H	E/2 W/2	12-22S-31E	5695
	E/2 W/2	13-22S-31E	3093	
20 015 47000	30-015-47888 Top Spot 12 13 Federal Com #26H	E/2 E/2	12-22S-31E	5695
30-013-47000		E/2 E/2	13-22S-31E	3093
20 015 47000	30-015-47889 Top Spot 12 13 Federal Com #22H	E/2 W/2	12-22S-31E	5695
30-013-4/009		E/2 W/2	13-22S-31E	3093
30-015-47953	Top Spot 12 13 Federal Com #33H	E/2 E/2	12-22S-31E	5695
		E/2 E/2	13-22S-31E	3093
30-015-47954 T	Top Spot 12 13 Federal Com #24H	W/2 E/2	12-22S-31E	5695
		W/2 E/2	13-22S-31E	3093

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

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

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

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

CONDITIONS

Action 353970

CONDITIONS

Operator:	OGRID:	
OXY USA INC	16696	
P.O. Box 4294	Action Number:	
Houston, TX 772104294	353970	
	Action Type:	
	[C-107] Surface Commingle or Off-Lease (C-107B)	

CONDITIONS

Created By		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.	8/9/2024