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District I 1625 N. French Drive, Hobbs, NM 88240		of New Mexico l Natural Resources De	epartment		Form C-107-B August 1, 2011
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	1220 S.	<b>RVATION DIVIS</b> . St Francis Drive New Mexico 87505		Submit application to office with one appropriate Dis	copy to the
APPLICATION	FOR SURFACE (	COMMINGLING	G (DIVERSE		
	A INC (16696)			o (() (Linoini )	
OPERATOR ADDRESS: P O BOX	K 4294 HOUSTON, T	X 77210			
APPLICATION TYPE:					
Pool Commingling     Lease Commingling	ng Pool and Lease Cor	nmingling Off-Lease	Storage and Measur	rement (Only if not Surfac	e Commingled)
	State 🗌 Fede				
Is this an Amendment to existing Order Have the Bureau of Land Management ⊠Yes □No			tified in writing o	of the proposed comm	ingling
		L COMMINGLIN s 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					
		]			
		]			
<ul> <li>(3) Has all interest owners been notified b</li> <li>(4) Measurement type: Metering</li> <li>(5) Will commingling decrease the value</li> </ul>	Other (Specify) WELI	TEST	⊠Yes □No. ibe why commingl	ing should be approved	
		SE COMMINGLIN s with the following in			
(1) Pool Name and Code.	r lease attach sheet	s with the following h			
(2) Is all production from same source of					
(3) Has all interest owners been notified by		oosed commingling?	□Yes □N	o	
(4) Measurement type: Metering	Other (Specify)				
		LEASE COMMIN			
(1) Complete Sections A and E.	Please attach sheet	s with the following in	nformation		
(1) Complete Sections A and E.					
()	D) OFF-LEASE ST				
(1) Is all production from same source of		ets with the following	information		
<ul><li>(2) Include proof of notice to all interest of</li></ul>					
(E) Al	DITIONAL INFO	RMATION (for all s with the following in		ypes)	
<ol> <li>A schematic diagram of facility, inclu</li> <li>A plat with lease boundaries showing</li> <li>Lease Names, Lease and Well Number</li> </ol>	ding legal location. all well and facility locati			ate lands are involved.	
I hereby certify that the information above i	s true and complete to the	best of my knowledge an	nd belief.		
SIGNATURE:	-	TLE:REGULATORY		DATE:_05/13	/2022
TYPE OR PRINT NAME_SANDRA MU	SALLAM	TELEPHON	E NO.: 713-366-	5106	

E-MAIL ADDRESS: \_\_\_\_SANDRA\_MUSALLAM@OXY.COM\_\_\_\_\_

RECEIVED:	REVIEWER:	TYPE:	APP NO:	
		ABOVE THIS TABLE FOR OCD DIV	ISION USE ONLY	
	- Geologic	O OIL CONSERVA cal & Engineering ancis Drive, Santa	Bureau –	· IT - TOP NEW ACCO
	ADMINISTR		ON CHECKLIST	
THI	S CHECKLIST IS MANDATORY FOR ALL REGULATIONS WHICH REC	ADMINISTRATIVE APPLICAT QUIRE PROCESSING AT THE D		
Applicant: <u>0XY</u>			OGR	ID Number: 16696
Nell Name: <u>Avc</u>	DGATO 30_31 STATE COM #4H & N	1ULTIPLE	API:	30-025-45923 & MULTIPLE
Pool: <u>RED TANK; B</u>	ONE SPRING, EAST & MULTIPLE		Pool	Code: 51687 & MULTIPLE
B. Check	NSL NSP (PRC one only for [1] or [1] mmingling – Storage – Me DHC CTB PL	easurement AMEN	DMENT TO PLC-	SD 596C
	ection – Disposal – Pressur WFX PMX SV	re Increase – Enhai VD []IPI []EC	nced Oil Recov	FOR OCD ONLY
A. Offse B. Roya C. App D. Noti E. Noti F. Surfa G. For a	ON REQUIRED TO: Check t et operators or lease hold alty, overriding royalty ow dication requires publishe fication and/or concurre fication and/or concurre ace owner all of the above, proof of notice required	ders vners, revenue owr ed notice ent approval by SLC ent approval by BLN	) И	Notice Complete Application Content Complete
3) <b>CERTIFICATIO</b> administrativ	<b>DN:</b> I hereby certify that the approval is <b>accurate</b> of the the the the the term of	and <b>complete</b> to th	e best of my kn	owledge. I also

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

SANDRA MUSALLAM

Print or Type Name

Signature

05/13/2022 Date

713-366-5106

Phone Number

SANDRA\_MUSALLAM@OXY.COM e-mail Address

Released to Imaging: 6/16/2022 3:48:27 PM

notifications are submitted to the Division.

### APPLICATION FOR POOL AND LEASE COMMINGLE, OFF-LEASE MEASUREMENT, SALES AND STORAGE Commingling proposal for Oil Production at Avogato 30-31 State Battery (also referred to as Red Tank 19 CTB)

OXY USA INC requests approval to amend PLC-596C to add the Senile Felines wells listed below to the Avogato 30-31 State Battery (A 30 T22S R33E). Also, gas production from Red Tank 31 State 5H will be added to the battery. Oil production from Red Tank 31 State 5H has been previously approved for commingling at the Avogato 30-31 State Battery.

This amendment also requests approval for future wells within the same pools and leases/CAs of existing wells listed below.

### Wells to be Added:

WELL NAME	API #	SURFACE LOCATION	DATE ONLINE	OIL (BOPD)	OIL GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BWPD)
W/2 SECTIONS 18 & 7 - STATE LEASE #S:	V046172, V047804							
POOL: RED TANK; BONE SPRING, EAST (5	51687) - SLO COMM A	AGREEMENT PENDI	NG APPROVAL					
SENILE FELINES 18_7 STATE COM 21H	30-025-48745	N-18-22S-33E	EST SEP 2022	1300	42.4	1645	1235	2840
SENILE FELINES 18_7 STATE COM 22H	30-025-48746	N-18-22S-33E	EST SEP 2022	1300	42.4	1645	1235	2840
SENILE FELINES 18_7 STATE COM 23H	30-025-48747	N-18-22S-33E	TBD	1300	42.4	1645	1235	2840
POOL: WC-025 G-09 S223332A; UPPER W	OLFCAMP (98177) -	SLO COMM AGREE	MENT PENDING	APPROVAL				
SENILE FELINES 18_7 STATE COM 311H	30-025-48756	N-18-22S-33E	EST SEP 2022	1500	42.4	2865	1235	3000
SENILE FELINES 18_7 STATE COM 31H	30-025-48751	N-18-22S-33E	EST SEP 2022	1500	42.4	2865	1235	3000
SENILE FELINES 18_7 STATE COM 32H	30-025-48752	N-18-22S-33E	TBD	1500	42.4	2865	1235	3000

	WELL NAME	API #	SURFACE LOCATION	DATE ONLINE	OIL (BOPD)	OIL GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BWPD)
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#### E/2 W/2 & W/2 E/2 SECTIONS 18 & 7 - STATE LEASE #S: V046172, V047804 POOL: RED TANK: BONF SPRING, FAST (51687) - SLO COMM AGREEMENT PENDING APPROVAL

TODE. RED TAIR, BORE STRING, EAST (S1007) SEC COMM AGREEMENT FERDING AT NOVAE											
SENILE FELINES 18_7 STATE COM 24H	30-025-48748	O-18-22S-33E	EST SEP 2022	1300	42.4	1645	1235	2840			
POOL: WC-025 G-09 S223332A; UPPER WOLFCAMP (98177) - SLO COMM AGREEMENT PENDING APPROVAL											
SENILE FELINES 18 7 STATE COM 312H	30-025-48758	O-18-22S-33E	EST SEP 2022	1500	42.4	2865	1235	3000			

WELL NAME	API #	SURFACE LOCATION	DATE ONLINE	OIL (BOPD)	OIL GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BWPD)
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### E/2 SECTIONS 18 & 7 - STATE LEASE #S: V046172, V047804

POOL: RED TANK; BONE SPRING, EAST (51687) - SLO COMM AGREEMENT PENDING APPROVAL

SENILE FELINES 18_7 STATE COM 25H	30-025-48749	O-18-22S-33E	EST SEP 2022	1300	42.4	1645	1235	2840
SENILE FELINES 18_7 STATE COM 26H	30-025-48750	O-18-22S-33E	EST SEP 2022	1300	42.4	1645	1235	2840
POOL: WC-025 G-09 S223332A; UPPER W	/OLFCAMP (98177) -	SLO COMM AGREE	MENT PENDING	APPROVAL				
SENILE FELINES 18_7 STATE COM 34H	30-025-48754	O-18-22S-33E	EST SEP 2022	1500	42.4	2865	1235	3000
SENILE FELINES 18_7 STATE COM 35H	30-025-48755	O-18-22S-33E	EST SEP 2022	1500	42.4	2865	1235	3000
SENILE FELINES 18_7 STATE COM 313H	30-025-48757	O-18-22S-33E	EST SEP 2022	1500	42.4	2865	1235	3000

#### **Existing wells:**

WELL NAME	API #	SURFACE LOCATION	DATE ONLINE	OIL (BOPD)	OIL GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BWPD)
STATE LEASE V035272								
POOL: RED TANK; BONE SPRING, EAST	(51687)							
RED TANK 31 STATE 5H*	30-025-41885	A-31-22S-33E	JAN 2015	0	40.2	0	1307	0
*Currently shut-in								

Currently shut-in

WELLNAME	WELL NAME API #		DATE ONLINE	OIL (BOPD)	OIL GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BWPD)
E2E2 SECTIONS 30 & 31 - STATE LEASE #	: V035262, V035272							
POOL: RED TANK; BONE SPRING, EAST (	51687) - COMM AGRI	EEMENT PUN 13667	'86		1			
RED TANK 30-31 STATE COM 14H	30-025-44193	A-30-22S-33E	JAN 2019	167	41.5	1645	1190	68
RED TANK 30-31 STATE COM 24Y	30-025-44161	A-30-22S-33E	FEB 2018	212	41.8	349	1212	363
RED TANK 30-31 STATE COM 34H	30-025-44063	A-30-22S-33E	FEB 2018	155	41.8	239	1234	403
WELLNAME	API #	SURFACE LOCATION	DATE ONLINE	OIL (BOPD)	OIL GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BWPD)
E/2 SECTIONS 30 & 31 - STATE LEASE #S:	V035262, V035272							
POOL: RED TANK; BONE SPRING, EAST (	51687) - COMM AGRI	EEMENT PUN 13783	15		_			
AVOGATO 30 31 STATE COM 4H	30-025-45923	A-30-22S-33E	FEB 2020	297	42.4	1074	1201	702
AVOGATO 30 31 STATE COM 14H	30-025-45959	B-30-22S-33E	DEC 2019	146	42.4	2083	1195	155
AVOGATO 30 31 STATE COM 24H	30-025-45960	B-30-22S-33E	NOV 2019	154	42.4	262	1312	360
AVOGATO 30 31 STATE COM 25H	30-025-45961	B-30-22S-33E	NOV 2019	180	42.4	513	1285	588
AVOGATO 30 31 STATE COM 34H	30-025-45930	B-30-22S-33E	JAN 2020	209	42.4	914	1205	779
AVOGATO 30 31 STATE COM 74H	30-025-45964	A-30-22S-33E	FEB 2020	190	42.4	325	1261	127
POOL: WC-025 G-09 S223332A; UPPER V	VOLFCAMP (98177) -	COMM AGREEMEN	T PUN 1378881					
AVOGATO 30 31 STATE COM 35H	30-025-45931	B-30-22S-33E	JAN 2020	183	42.4	557	1216	452
WELL NAME	API #	SURFACE LOCATION	DATE ONLINE	OIL (BOPD)	OIL GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BWPD)
W/2 SECTIONS 30 & 31 - STATE LEASE #	S: VB3740, V035262, V	/035272						
POOL: RED TANK; BONE SPRING, EAST (	51687) - COMM AGR	EEMENT PUN 1378	301	1				
AVOGATO 30 31 STATE COM 11H	30-025-45956	D-30-22S-33E	JAN 2020	196	42.4	1904	1194	151
AVOGATO 30 31 STATE COM 12H	30-025-45957	D-30-22S-33E	JAN 2020	198	42.4	2555	1198	781
AVOGATO 30 31 STATE COM 13H	30-025-45958	B-30-22S-33E	DEC 2019	89	42.4	1487	1202	38
AVOGATO 30 31 STATE COM 21H	30-025-45924	C-30-22S-33E	NOV 2019	190	42.4	414	1239	431
AVOGATO 30 31 STATE COM 22H	30-025-45925	C-30-22S-33E	NOV 2019	202	42.4	433	1280	581
AVOGATO 30 31 STATE COM 23H	30-025-45926	C-30-22S-33E	NOV 2019	180	42.4	350	1195	496
AVOGATO 30 31 STATE COM 31H	30-025-45929	C-30-22S-33E	FEB 2020	338	42.4	649	1212	523
				100	42.4	102	1100	316
AVOGATO 30 31 STATE COM 33H	30-025-45928	C-30-22S-33E	FEB 2020	183	42.4	483	1189	510
AVOGATO 30 31 STATE COM 33H POOL: RED TANK; BONE SPRING (51683			FEB 2020	183	42.4	405	1109	510

PROCESS DESCRIPTION

Production from Senile Feline wells will be sent to the battery header, along with Avogato 30-31 State and Red Tank 30-31 State wells. Production flows through two three-phase production separators (10' x 40'). After separation, oil production is sent through four line heaters and then through two 8' X 20' heater-treaters. It then flows through two 48" vapor recovery towers before flowing through the LACT units for the purpose of royalty payment. The existing four oil storage tanks will remain onsite. The tanks, located between the vertical recovery towers and LACTs, 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, Avogato 30-31 State Battery is equipped with five three-phase test separators (6' x 20'). The test separators are equipped with turbine meters for oil and water measurement, and a gas orifice meter for gas measurement. All wells are tested daily prior to Range 1 of decline and are tested at least three times per month during Range 1 of decline. When Range 2 decline is started, the wells are tested at least twice per month. Wells are tested at least once per month when Range 3 of decline is started, as specified in Hearing Order R-14299.

Gas production is combined after the three-phrase separators. It then flows through the gas check meters then to sales. Gas production is allocated back to each well based on the aforementioned well tests. Gas commingling will be handled through a new permit for the Red Tank area, which will be submitted to NMOCD.

All water from the Avogato 30-31 State Battery is sent to the Salt Water Disposal Distribution system.

If Red Tank 31 State 5H is returned to production, it may be sent to the Avogato 30-31 State Battery header, with process flow and allocation by well test as described above for the Senile Felines, Avogato 30-31 State and Red Tank 30-31 State wells. Previously, production from Red Tank 31 State 5H was separated at the wellpad, and oil production was sold through a dedicated LACT. During upset conditions, the oil was pumped off-location and sent to Avogato 30-31 State Battery for storage and sales, with allocation by well test as described above. Gas production was sent to a separate gas gathering system from Avogato 30-31 State Battery and sold. Gas commingling for Red Tank 31 State 5H was approved through PLC 767A. OXY requests to add Red Tank 31 State 5H gas production to the Avogato 30-31 State Battery and also maintain gas production on PLC 767A until return-to-production plans are finalized.

### ADDITIONAL APPLICATION COMPONENTS

A map detailing the wells, lease boundary and facility locations is attached.

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

The requirements of Order R-22101 that pertain to commingling and well testing will be met.

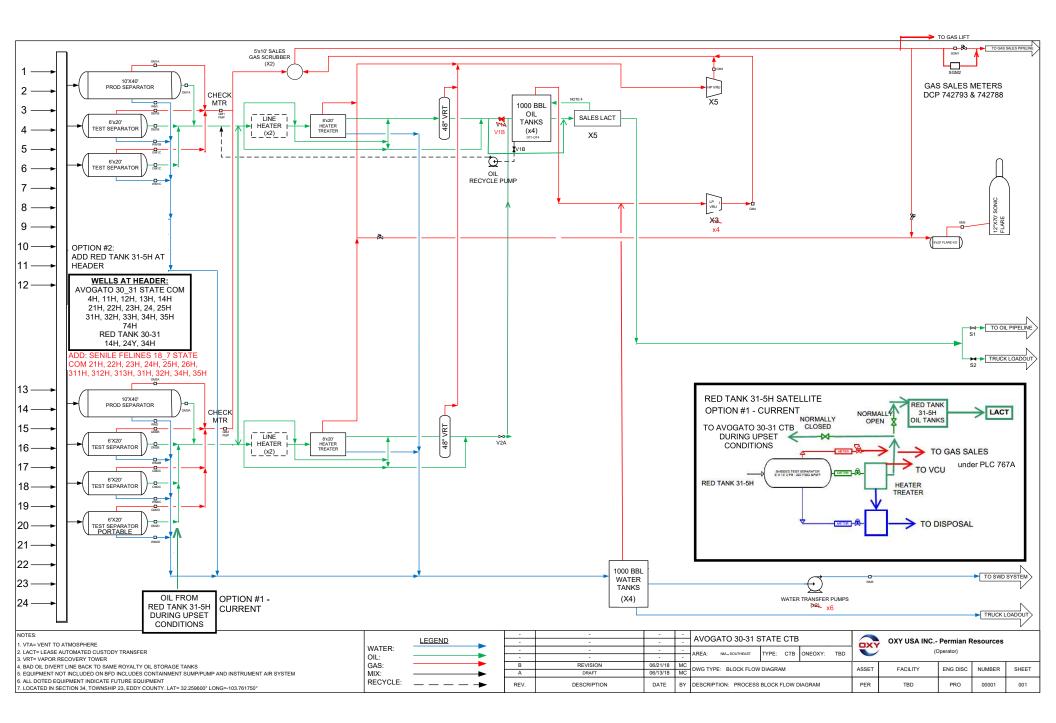
Pursuant to Statewide rule 19.15.12.10(C)(4)(g) OXY USA INC requests the option to include additional pools or leases within the defined parameters set forth in the Order for future additions.

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

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

Re	ceived by	OCD: 5/18/202	2 <del>2 9:13:20 A</del>	М		1		V040943		1004540				1	Page 6 of 9
	IIVI 104687	AVOGATO	06696	NMNM 105891	NMNM 109 NMNM 127893	758 NMNM 1	106695	V040943 6 V040944 H22 W H22 W	V081691 H92 W03	V061513 V06152	,	-	4	3	VB1571
	RI	ED TANK 19 BATTERY	NMNN 10804				064606	7 STATE 5 7 STATE 5 7 STATE 7 STATE 1 STATE FELINES	18_7 STAT			NMNM	096244	NMNM 126489	9
NN	NM 14	11008 10 NMNM 086147	NMNM 108044	11 NMNM 105892	NMNM 08593	12		<ul> <li>E. Y. SIWIE COM 21H</li> <li>E. Y. STATE COM 21H</li> <li>E. Y. STATE COM 31H</li> <li>E. STATE COM 31H</li> <li>STATE STALL</li> <li>STAT</li></ul>	STATE COM 34H 13H SENILE FELINES	8		9		10 NMNM 017 NMNM 126490	
VB1		SENILE FEI	LINES 18-7 ST CON LINES 18-7 ST CON LINES 18-7 ST CON LINES 18-7 ST CON	И 312H - WC	c N	IMNM 058940 13 NMNM 096237		SENULE FELINES SENULE FELINES SENULE FELINES 18, 7 STATE COM SENULE FELINES 18, 7 STATE COM S	Sente Feunes 18_7 Sente Feunes 18_7 Sente Feunes 18_7 STATE Com 3	NMNM 024683 1	<b>NMNM 114984</b> 7	E01 VB20981 E019321 VB20981	9321 VB20982 16 E019321 VB20982	NMNM 027076 15	IM 012846
	NMNM 07705	SENILE FEL		1 25H, 26H - BS 1 34H, 35H, 313H - Wi 225 5 2 E 23 1 081633 NMNM			NMNM 081633	SENILE	B9003	2 NMNM 02468:	NMNM 140719 0	33E	21	22 NMNM 1	104693
NMI 0693		AVO RED V038 CA 13 AVOC 21H, 1 RED V0352 CA 13	GATO 30-31 STATI TANK;BONE SPRI 5262, V035272, VB3 578301 W/2 SEC 30 5ATO 30-31 STATE 22H, 23H, 31H, 33H TANK;BONE SPRIN 262, V035272, VB33 78315 E/2 SEC 30	NG (51683) 3740 & 31 T22S R33E COM #11H, 12H, 13H IG, EAST (51687) 40 & 31 T22S R33E		25		HIT WOD 314/25 15-00 HET WOD 312 KINE GOD HET WOD 3	0 30-31 S NK 30-31 : V0650 3	2	9		28	27	NMNM 012846 NMNM 061360
	NMNM 077	CA 13 UPPE V0352 CA 13 UPPE V0352 CA 13 RED 1	14H, 74H ANK;BONE SPRIN 62, V035272 78881 E/2 SEC 30 ATO 30-31 STATE RWOLFCAMP (98 62, V035272 66786 E2E2 SEC 3 ANK 30-31 STATE	& 31 T22S R33E COM #35H 177) 0 & 31 T22S R33E COM #14H, 24Y, 34F	025124		TANK 31 3	STATE COM 21H HI I V STATE COM 31H Y I V STATE COM 31H AV66AT0 STATE COM 31H AV66AT0 STATE COM 31H AV66AT0 5 STATE COM 24H 25 STATE 20M 24H 25			1041 32 1051	VB21061	<b>E019321</b>	VB19371 34 	NMNM 11396
	134874 VC6190 VC6190 North America Last Update Author File: RedTankSta		23S 32E	312023 	NMNN	1 Л 081274	V042972	AVOGATO 0-31 AVOGATO 0-31 AVOGATO 1-31 AVOGATO 10-31 AVOGATO 30-31 S ATÉ 0 OGATO 30-31 S ATÉ 0	AVOGATO 0-31 REP TANK - 2911	NMNM 114985 NMNM 020073	NMNM 020073 5-23: NMNM 114985	S 33E	Legend ● Well ● Well Dir ■ CTB		nships tions . Boundary



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						MAILED 05/17/2022
To Company Name	To Name	To Address Line 1	To City	To State	To ZIP	Tracking Number
	Atlas OBO Energy LP	1900 St James Place	Houston	TX	77056	_9414811898765879267794
	2019 PERMIAN BASIN JV	P O BOX 10	FOLSOM	LA	70437	_9414811898765879267749
	ACCELERATE RESOURCES OPERATING LLC	7950 LEGACY DRIVE SUITE 500	PLANO	ТХ	75024	_9414811898765879267787
	BRIGHAM MINERALS	5914 W COURTYARD DRIVE STE 200	AUSTIN	ТХ	78730	_9414811898765879267770
	CAL MON OIL COMPANY	200 N LORAINE ST STE 1404	MIDLAND	ТХ	79701	_9414811898765879267916
	CAMPECHE PETRO LP	500 COMMERCE ST STE 600	FORT WORTH	ТХ	76102	_9414811898765879267961
	CANYON PROPERTIES LLC	1500 BROADWAY STE 1212	LUBBOCK	TX	79401	_9414811898765879267923
	CARDINAL PLASTICS INC	PO BOX 935	ODESSA	TX	79760	_9414811898765879267909
	CONRAD E COFFIELD	500 RODEO ROAD NO 202	SANTA FE	NM	87505	_9414811898765879267992
FRANK B LYON PERSONAL REP	CONRAD E COFFIELD ESTATE	3508 FAR WEST BLVD STE 170	AUSTIN	тх	78731	_9414811898765879267947
	DAVENPORT CONGER PROPERTIES LP	PO BOX 3511	MIDLAND	TX	79702	_9414811898765879267985
	ELIZABETH EATON DOYLE	18 MOCCASIN TRAIL	SANDIA PARK	NM	87047	_9414811898765879267930
PROSPERITY BANK TRUSTEEE	J M WELBORN TRUST	1401 AVENUE Q	LUBBOCK	тх	79401	_9414811898765879267978
	JUDITH K MARTIN	25 LAKES DRIVE	MIDLAND	ТХ	79705	_9414811898765879267619
	KASTMAN OIL COMPANY	P O BOX 5930	LUBBOCK	TX	79408	_9414811898765879267657
PATRICK K MONAGHAN						
TRUSTEE	PATRICK K MONAGHAN TRUST	2610 W SUNNYSIDE AVE	CHICAGO	IL	60625	_9414811898765879267664
	RC JOHNSON JR LTD	1401 AVENUE Q	LUBBOCK	ТХ	79401	_9414811898765879267626
	ROBERT M DAVENPORT JR	104 S PECOS	MIDLAND	ТХ	79701	_9414811898765879267602
A NEW MEXICO CORPORATION	SDS PROPERTIES INC	P O BOX 246	ROSWELL	NM	88202	_9414811898765879267695
	SILVERSTONE RESOURCES INC	106 ROW THREE	LAFAYETTE	LA	70508	_9414811898765879267640
	SOLAR FLARE INVESTMENTS LLC	1801 RED BUD LN STE B 248	ROUND ROCK	TX	78664	9414811898765879267688
COMMISSIONER OF PUBLIC						
LANDS	STATE OF NEW MEXICO	P O BOX 1148	SANTA FE	NM	87504	_9414811898765879267633
	STATES ROYALTY LIMITED PARTNERSHIP	P O BOX 911	BRECKENRIDGE	ТХ	76424	_9414811898765879267671
	TOCOR INVESTMENTS INC	P O BOX 293	MIDLAND	ТХ	79702	
	TUMBLER ENERGY PARTNERS LLC	3811 TURTLE CREEK BLVD SUITE 1100	DALLAS	ТХ	75219	
	TUMBLER OPERATING PARTNERS LLC	3811 TURTLE CREEK BLVD SUITE 1100	DALLAS	ТХ	75219	
	WADE PETROLEUM CORPORATION	9 BROKEN ARROW PL	SANDIA PARK	NM	87047	_9414811898765879267121



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 Page 9 of 99

May 17, 2022

Re: UPDATED Application for Pool and Lease Commingling and Off-lease Measurement, Sales, & Storage for Oil Production at the Avogato 30-31 State Battery in Lea County, New Mexico

Dear Interest Owner:

This is to advise you that OXY USA INC is filing an update to the amendment to PLC-596C for surface commingling of oil production at the Avogato 30-31 State Battery, which was mailed April 28, 2022. No new wells have been added - only the pools have been updated for three of the wells. A copy of the application submitted to the Division is attached. *This commingle request includes the current and future wells in the leases/CAs and pools listed in the attached application.* 

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

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

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

Respectfully,

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

## Affidavit of Publication

STATE OF NEW MEXICO COUNTY OF LEA

I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

> Beginning with the issue dated April 06, 2022 and ending with the issue dated April 06, 2022.

Kussell

Publisher

Sworn and subscribed to before me this 6th day of April 2022.

Business Manager

My commission expires January 29, 2023 (Seal) GUSSIE BLACK Notary Public - State of New Mexico Commission # 1087526 My Comm. Expires Jan 29, 2023

This newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Laws of 1937 and payment of fees for said LEGAL NOTICE April 6, 2022

Notice of Application for Surface Commingling

OXY USA INC located at 5 Greenway Plaza, Suite 110 Houston TX 77046 is applying to the NMOCD for an amendment to surface commingle Order PLC-596C for oil production at the Avogato 30-31 State Battery located in Lea County, Section 30 T22S – R33E and Red Tank 31 State 5H Satellite, located in Lea County, Section 31 T22S – R33E. Wells going to the aforementioned batteries are located in Lea County, Sections 7, 18, 30 and 31 T22S – R33E. Production is from the Red Tank; Bone Spring, East, WC-025 G-09 S223332A; Upper Wolfcamp and Red Tank; Bone Spring 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 the application, please contact Sandra Musallam at (713) 366-5106. #37514

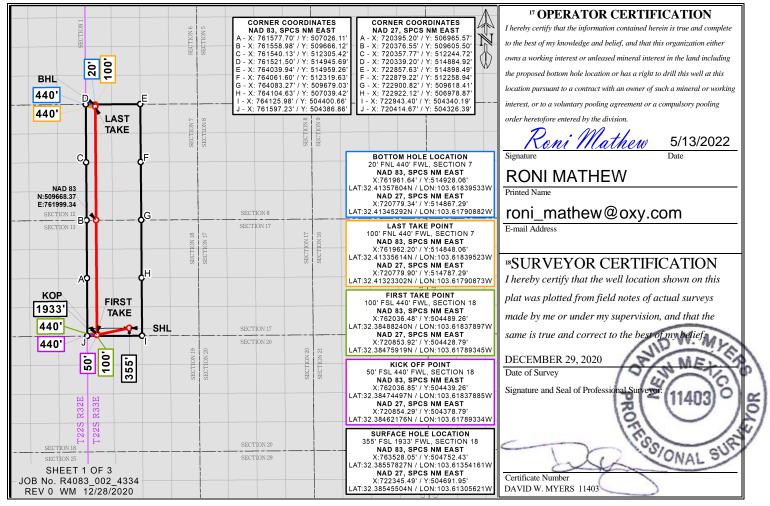
67111848

00265515

TALENT ACQUISITION OCCIDENTAL PERMIAN 5 GREENWAY PLAZA, STE 110 HOUSTON, TX 77046

District I 1625 N. French Dr., H Phone: (575) 393-6161 District II 811 S. First St., Artesia Phone: (575) 748-1283 District III 1000 Rio Brazos Road Phone: (505) 334-6178 District IV 1220 S. St. Francis Dr.	Fax: (575) 39 a, NM 88210 B Fax: (575) 748 , Aztec, NM 87 B Fax: (505) 334 , Santa Fe, NM	3-0720 3-9720 410 4-6170 87505	Energ	gy, Miner OIL CO 12	State of Ne rals & Natu DNSERVA 20 South S Santa Fe, N	Sub	omit one o	Form C-102 sed August 1, 2011 copy to appropriate District Office ENDED REPORT				
Phone: (505) 476-3460 Fax: (505) 476-3462 WELL LOCATION AND ACREAGE DEDICATION PLAT								Т				
30-025-48	API Number 3751		<sup>2</sup> Pool Code 98177 WC-025 G-09 S223332A;UPR \					me	ne			
	<sup>4</sup> Property Code 330703				<sup>5</sup> Proper		<sup>6</sup> Well Number 31H					
<sup>7</sup> OGRID 1669						or Name SA INC.	<sup>9</sup> Elevation 3658'					
			<sup>10</sup> Surface Location									
UL or lot no.	Section	Township	Range	Lot Idn	Feet from t	he North/South line	Feet from the	Eas	East/West line C			
Ν	18	22S	33E		355	SOUTH	1933	WE	WEST LEA			

11	10	220	551		555	boom	1755				
<sup>11</sup> 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		
L 1	7	22S	33E		20	NORTH	440	WEST	LEA		
<sup>12</sup> Dedicated Acres   <sup>13</sup> Joint or Infill   <sup>14</sup> Consolidation Code   <sup>15</sup> Order No.											
611.84											



Distances/areas relative to NAD 83 Combined Scale Factor: 0.9997856 Convergence Angle: 00°22'27.18"

District I 1625 N. French Dr., Hob	bs NM 8824	n		State of New Mexico						Form C-102		
Phone: (575) 393-6161 <u>District II</u> 811 S. First St., Artesia, Phone: (575) 748-1283 F <u>District III</u> 1000 Rio Brazos Road, 2	Fax: (575) 39 NM 88210 Fax: (575) 748 Aztec, NM 87	3-0720 3-9720 410	Ener	Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr.					Sut	Revised August 1, 2011 ubmit one copy to appropriate District Office		
Phone: (505) 334-6178 F <u>District IV</u> 1220 S. St. Francis Dr., S Phone: (505) 476-3460 F			Santa F	e, NN	M 87505			✓ AM	ENDED REPORT			
WELL LOCATION AND ACREAGE DEDICATION PLA												
<sup>1</sup> A	PI Number	r		<sup>2</sup> Pool	Code			<sup>3</sup> Pool Nat	me			
30-025-48	758		9817	7	WC-025 G-09 S223332A;UPR WOLFCAMP							
<sup>4</sup> Property Co	ode				<sup>5</sup> Pı	operty N	Name			<sup>6</sup> V	Vell Number	
330703				SENI	LE FELIN	ES 18	8_7 STATE C0	OM			312H	
<sup>7</sup> OGRID N	0.			<sup>8</sup> Operator Name						<sup>9</sup> Elevation		
16696				OXY USA INC.							3633'	
					<sup>10</sup> Sur	face I	Location					
UL or lot no.	Section	Township	Rang	e Lot	t Idn Feet fi	rom the	North/South line	Feet from the	East	t/West line	County	
0	18	22S	33E		551	-	SOUTH	1618	EAS	ST	LEA	
		" Bottom Hole Location If Different From Surface										
UL or lot no.	Section	Township	Rang	e Lot	t Idn Feet fi	rom the	North/South line	Feet from the	East	t/West line	County	
В	7	22S	33E		20		NORTH	2559	WE	ST	LEA	
<sup>12</sup> Dedicated Acres <sup>13</sup> Joint or Infill <sup>14</sup> Consolidation Code <sup>15</sup> Order No.       640.0     640.0     640.0     640.0     640.0								·				

SECTION 1	9 NOIL23 2559'	100.	02 V SECTION 6	1280'	SECTION 5	Piecrion 4 section 4	<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
12	2559' 2	BHL	SECTION 7	1280'	2600' SECTION 8	SECTION 9	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
SECTION	SECTION 7	TAKE		2 NO			interest, or to a voluntary pooling agreement or a compulsory pooling
SEC			V ~ 5180.40	SECTIC	CORNER COORDINATES NAD 83, SPCS NM EAST A - X: 764039.94' / Y: 514959.26'	BOTTOM HOLE LOCATION 20' FNL 2559' FWL, SECTION 7 NAD 83, SPCS NM EAST	order heretofore entered by the division. Roni Mathew 5/13/2022
	—— Ki	Ĭ	N00°27'48"W		B - X: 765360.26' / Y: 514966.39' C - X: 765381.13' / Y: 512327.07' D - X: 765403.26' / Y: 509686.47' E - X: 765423.32' / Y: 507046.37'	X:764080.76' / Y:514939.48' LAT:32.41356828N / LON:103.61152846W NAD 27, SPCS NM EAST X:722898.45' / Y:514878.71' LAT:32.41344512N / LON:103.61104215W	Signature Date Roni Mathew
232E	ر <mark>8</mark>	 	₽ 	SECTION 7	F - X: 765445.16' / Y: 504407.46'           G - X: 764125.98' / Y: 504400.66'           H - X: 762805.48' / Y: 504393.45'           I - X: 762764.22' / Y: 507032.47'           J - X: 762763.38' / Y: 509672.28'           K - X: 762741.63' / Y: 512312.19'           L - X: 76272.00' / Y: 512352.15'	LAS2.4134432N / LON.103.61104213W LAST TAKE POINT 100' FNL 2559' FWL, SECTION 7 NAD 83, SPCS NM EAST X:764081.37' / Y:514859.48' LAT:32.41334838N / LON:103.61152824W NAD 27, SPCS NM EAST	Printed Name roni_mathew@oxy.com E-mail Address
T225 F	T225 F		3.55'	SECTION 18	CORNER COORDINATES NAD 27, SPCS NM EAST A - X: 722857.63' / Y: 514898.49'	X:722899.05' / Y:514798.71' LAT:32.41322523N / LON:103.61104194W FIRST TAKE POINT 100' FSL 2567' FWL, SECTION 18	<b>18SURVEYOR CERTIFICATION</b> <i>I hereby certify that the well location shown on this</i>
SECTION 13	SECTION 18		"W ~ 5178.55		□ B - X: 724177.94' / Y: 514905.61' □ - X: 724198.74' / Y: 512266.37' □ - X: 724220.80' / Y: 509625.84' E - X: 724240.80' / Y: 506985.82'	NAD 83, SPCS NM EAST X:764163.51' / Y:504500.86' LAT:32.38487502N / LON:103.61148866W NAD 27, SPCS NM EAST	plat was plotted from field notes of actual surveys made by me or under my supervision, and that the
SE	Here and the second sec	<b>}</b>	N00°26'43'	¢⊑	F - X: 724262.58' / Y: 504346.98' G - X: 722943.40' / Y: 504340.19' H - X: 72162.91' / Y: 504332.98' I - X: 721601.72' / Y: 506971.92'	X:722980.94' / Y:504440.38' LAT:32.38475178N / LON:103.61100334W	same is true and correct to the best of my belief
	2567'	FIRST TAKE KOP	SHL	1618'	J - X: 721580.94 / Y: 509611.66' K - X: 721559.26' / Y: 512251.49' L - X: 721537.70' / Y: 514891.38' 2600' SECTION 17	50' FSL 2567' FWL, SECTION 18 NAD 83, SPCS NM EAST X:764163.94' / Y:504450.86' LAT:32.38473759N / LON:103.61148839W NAD 27, SPCS NM EAST X:722981.36' / Y:504390.39' LAT:32.38461435N / LON:103.61100307W	FEBRUARY 10, 2022 Date of Survey Signature and Seal of Professional Surveyor: 11403
	OB No. F	EET 1 OF R4083_00 DEF 2/10	2 <b>20.</b> 3 1_6998	CF-1281' 1281' 1281' 01 NOLLOS	2600' SECTION 20	SURFACE HOLE LOCATION           551' FSL 1618' FEL, SECTION 18           NAD 83, SPCS NM EAST           X:765141.71' / Y:504956.59'           LAT:32.38610948N / LON:103.60830999W           NAD 27, SPCS NM EAST           X:723959.15' / Y:504896.11'           LAT:32.3850942N / LON:103.60782473W	Certificate Number DAVID W. MYERS 11403

Distances/areas relative to NAD 83 Combined Scale Factor: 0.9997856 Convergence Angle: 00°22'27.180012"

District I 1625 N. French Dr., Ho	obbs. NM 8824	0		State of New Mexico						Form C-102		
Phone: (575) 393-6161 <u>District II</u> 811 S. First St., Artesia	Fax: (575) 39		Energ				al Resources D ION DIVISION	1	Sub	Revised August 1, Submit one copy to approp		
Phone: (575) 748-1283 District III 1000 Dia Darage David				1220 South St. Francis Dr.							District Office	
1000 Rio Brazos Road, Phone: (505) 334-6178 <u>District IV</u>	Fax: (505) 334	4-6170			Santa F	e, NN	A 87505			AM	ENDED REPORT	
1220 S. St. Francis Dr., Phone: (505) 476-3460												
WELL LOCATION AND ACREAGE DEDICATION PLAT												
	API Numbe	r	98177		<sup>3</sup> Pool Na	me						
30-025-48	30-025-48757					WC-025 G-09 S223332A;UPR WC				CAMP		
<sup>4</sup> Property C	Code				<sup>5</sup> Pı	operty N	Name			<sup>6</sup> V	Vell Number	
330703				SENILE FELINES 18_7 STATE COM							313H	
<sup>7</sup> OGRID N	No.			<sup>8</sup> Operator Name						9	Elevation	
16690	5			OXY USA INC.						3632'		
					<sup>10</sup> Sur	face L	Location					
UL or lot no.	Section	Township	Range	Lot l	idn Feet f	om the	North/South line	Feet from the	East	/West line	County	
Ο	18	22S	33E		550	)	SOUTH	1558	EAS	ST	LEA	
			" Bottom Hole Location If Different From Surface									
UL or lot no.	Section	Township	Range	Lot l	dn Feet fi	om the	North/South line	Feet from the	East	/West line	County	
Α	7	22S	33E		20		NORTH	440	EAS	ST	LEA	
<sup>12</sup> Dedicated Acres	<sup>13</sup> Joint o	r Infill	Consolidation	Code <sup>15</sup>	<sup>5</sup> Order No.							
640.0												

41 46				_				N 5 N 4			<sup>17</sup> OPERATOR CERTIFICATION
SECTION 1 SECTION 6			100' 20'	N N				SECTION 5 SECTION 4		$\bigwedge$	I hereby certify that the information contained herein is true and complete
SEC	SECTION 6 J	BHL		A.	440'	SECTION 5		SEC	SECTION 4		to the best of my knowledge and belief, and that this organization either
	SECTION 7	LAST	7	<b>1</b>	440'	SECTION 8			SECTION 9		owns a working interest or unleased mineral interest in the land including
7 5		TAKE		0						$\mathbb{Q}$	the proposed bottom hole location or has a right to drill this well at this
I NO				NOI							location pursuant to a contract with an owner of such a mineral or working
SECTION 12 SECTION 7			89,	SECT							interest, or to a voluntary pooling agreement or a compulsory pooling
SI SI			5179.8	5, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5	COI			BOTTON	HOLE LOCA	TION	order heretofore entered by the division.
	, L		- 51	ļв		D 83, SPCS NM EAST '66680.58' / Y: 514973		20' FNL 44	10' FEL, SECT	ION 7	
	Ϊ		Ň	Ĭ		'66700.66' / Y: 512334 '66723.24' / Y: 509693			, SPCS NM EA		Roni Mathew 5/13/2022
			.48		D - X: 7	'66742.02' / Y: 507053	3.31'	AT:32.4135600	5N / LON:103. , <b>SPCS NM E</b> A		Signature Date
			N00°27'48"W		F - X: 7	'66764.34' / Y: 504414 '64125.98' / Y: 504400	0.66'		.41' / Y:51489	0.37'	Roni Mathew
			8			'64104.63' / Y: 507039 '64083.27' / Y: 509679	9.42		T TAKE POINT		Printed Name
					I - X: 7	64061.60' / Y: 512319 64039.94' / Y: 514959	9.63'	100' FNL 4	40' FEL, SEC1	FION 7	
R32E R33E	SECTION 7	н		<b>c</b> c		RNER COORDINATES		X:766241	, SPCS NM EA .35' / Y:51487	1.15'	roni_mathew@oxy.com
T22S T22S	SECTION 18		I	Γ	NA	D 27, SPCS NM EAST	т 📙	AT:32.4133401_ NAD 27	6N / LON:103. , <b>SPCS NM E</b> A		E-mail Address
13 T 18 T				17		'25498.25' / Y: 514912 '25518.26' / Y: 512273	0.041		.01' / Y:51481	0.37'	
SECTION 13 SECTION 18			61.	NOI		'25540.78' / Y: 509633 '25559.49' / Y: 506992	3.28'	-	T TAKE POIN		<b>*SURVEYOR CERTIFICATION</b>
BECT			5179.	SECT	E - X: 7	'25581.75' / Y: 504353	3.77'	100' FSL 44	10' FEL, SECT , SPCS NM EA	ION 18	I hereby certify that the well location shown on this
0, 0,			2			'22943.40' / Y: 504340 '22922.12' / Y: 506978	8.87	X:766323	50' / Y:50451	1.98'	plat was plotted from field notes of actual surveys
	G	<b></b>	3N	−¢⊃		'22900.82' / Y: 509618 22879.22' / Y: 512258	0.41	AT:32.3848653. NAD 27	4N / LON:103. , <b>SPCS NM E</b> A		
	G		26'4			22857.63' / Y: 514898	8 4 9'	X:725140 AT:32.3847420	.91' / Y:50445		made by me or under my supervision, and that the
			N00°26'43"W		FIRST		1 6	1	K OFF POINT	0010000211	same is true and correct to the best of my belief.
			2	_/-	TAKE			50' FSL 44	0' FEL, SECTI , SPCS NM EA		FEDRUARY 10 2022
		SHL		11	1558'			X:766323	.92' / Y:50446	1.98'	FEBRUARY 10, 2022 Date of Survey
		<b>`</b>		/ 1 r	440'	ODODION 17	L L		, SPCS NM EA	AST	141 (0)
7 0	SECTION 18	<u> </u>		<u>_</u>		SECTION 17 SECTION 20	I	X:725141 AT:32.3846046	.33' / Y:50440 3N / LON:103.		Signature and Seal of Professional Surveyor: 11403 0
SECTION 24 SECTION 19	SECTION 19	550'	100		440'	SECTION 20			HOLE LOCA		3
SCTI SCTI		55	100	5	KOP				58' FEL, SECT , SPCS NM EA		171 /4
SE				N 19					.71' / Y:50495	6.59'	(a)
				SECTION				NAD 27	, SPCS NM EA	AST	Solonal SUR
1	SHEET 1 OF			SEC	3		1	X:724019 AT:32.3859851_	).15' / Y:50489 1N / LON:103.		
	No. R4083_00										Certificate Number DAVID W. MYERS 11403
RE	V 2 DEF 2/10	2022									

Distances/areas relative to NAD 83 Combined Scale Factor: 0.9997856 Convergence Angle: 00°22'27.180012"

District I           1625 N. French Dr., Hobbs, NM 88240           Phone: (575) 393-6161 Fax: (575) 393-0720           District II           811 S. First St., Artesia, NM 88210           Phone: (575) 748-1283 Fax: (575) 748-9720           District III           1000 Rio Brazos 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			State of New Mexico Inerals & Natural Resources Department CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505	Form C-102 Revised August 1, 2011 omit one copy to appropriate District Office		
	WE	LL LOCAT	TION AND ACREAGE DEDICATION PLAT			
<sup>1</sup> API Number		1 Code 51687	<b>RED TANK;BONE SPRING, EAST</b>			
<sup>4</sup> Property Code 330703	<sup>5</sup> Property Name LE FELINES 18_7 STATE COM	<sup>6</sup> Well Number 21H				

<sup>7</sup> OGRID	No.				<sup>8</sup> Operator I		<sup>9</sup> Elevation					
1669	6				OXY USA	A INC.			3656'			
	<sup>10</sup> Surface Location											
UL or lot no.	Section	Township	Range	Eas	t/West line	County						
N	18	228 33E 565 SOUTH 1935 W							ST	LEA		
	"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	Eas	t/West line	County		
D(1)	7	22S	33E	1	20	NORTH	440	WE	ST	LEA		
<sup>12</sup> Dedicated Acres	<sup>12</sup> Dedicated Acres <sup>13</sup> Joint or Infill <sup>14</sup> Consolidation Code <sup>15</sup> Order No.											
611.84	611.84											

BHL 2440' 440' LAST TAKE	SECTION 7 SECTION 6 SECTION 8 SECTION 5	CORNER COORD NAD 83, SPCS NI A - X: 761577,70' / Y: B - X: 761550,98' / Y: C - X: 761540,13' / Y: D - X: 761540,13' / Y: E - X: 76403,94' / Y: F - X: 764061.60' / Y: G - X: 764061.60' / Y: H - X: 764104.63' / Y: J - X: 7611597.23' / Y:	M EAST 507026.11' 50966.12' 512305.42' 514945.69' 514959.26' 512319.63' 509679.03' 507039.42' 504400.66'	CORNER COORDINATES NAD 27, SPCS NM EAST A. X: 720395.20' / Y: 506965.57' B X: 720376.55' / Y: 509605.50' C X: 720339.20' / Y: 514884.92' E X: 722857.63' / Y: 514984.49' F X: 722875.63' / Y: 514984.49' F X: 722875.63' / Y: 512258.94' G X: 722900.82' / Y: 509618.4' H X: 722943.40' / Y: 509618.4' H X: 722943.40' / Y: 506376.87' J X: 7220414.67' / Y: 504326.39'	<sup>17</sup> <b>OPERATOR CERTIFICATION</b> 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. <b>Remi Mathew</b> 4/15/2021
NAD 83 N:509668.37 E:761999.34 SECTION 12 SECTION 13 BOTO G	section is section is section if section is set as a set as a section is set as a	SECTION 8 SECTION 17		BOTTOM HOLE LOCATION 20' FNL 440' FWL, SECTION 7 NAD 83, SPCS NM EAST X:761961.64' / Y:514928.06' 32.41357604N / LON:103.61839533W NAD 27, SPCS NM EAST X:720779.34' / Y:514867.29' 32.41345292N / LON:103.61790882W LAST TAKE POINT 100' FNL 440' FWL, SECTION 7 NAD 83, SPCS NM EAST X:761962.20' / Y:514848.06' 32.41335614N / LON:103.61839523W	Signature       Date         RONI MATHEW       Date         Printed Name       E-mail Address         *SURVEYOR CERTIFICATION
AQ FIRST 1935' 440' KOP 00 00 00 00 00 00 00 00 00 0		SECTION 17 SECTION 20	LAT	NAD 27, SPCS NM EAST X:720779.90 / Y:514787.29 32.41323302N / LON:103.61790873W FIRST TAKE POINT 100' FSL 440 / FWL, SECTION 18 NAD 83, SPCS NM EAST X:762036.48 / Y:504489.26' 32.3848240N / LON:103.61837897W NAD 27, SPCS NM EAST X:720853.92 / Y:504428.79' 32.38475919N / LON:103.61789345W KICK OFF POINT 50' FSL 440' FWL, SECTION 18 NAD 83, SPCS NM EAST	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 DECEMBER 29, 2020 Date of Survey
SHEET 1 OF 3 JOB No. R4083_002_4325 REV 0 WM 12/29/2020		SECTION 20 SECTION 29	LAT	X:762036.85/ Y:504439.26' :32.38474497N / LON:103.61837885W NAD 27, SPCS NM EAST X:720854.29' / Y:504378.79' :32.38462176N / LON:103.61789334W SURFACE HOLE LOCATION 56' FSL 1935' FWL, SECTION 18 NAD 83, SPCS NM EAST X:763528.05' / Y:504962.34' :32.38615524N / LON:103.61353704W NAD 27, SPCS NM EAST X:722345.50' / Y:504901.86' :32.38603202N / LON:103.61305161W	Signature and Seal of Professional Surveyor. 11403 Certificate Number DAVID W. MYERS 11403

Distances/areas relative to NAD 83 Combined Scale Factor: 0.9997856 Convergence Angle: 00°22'27.18"

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District I           1625 N. French Dr., H           Phone: (575) 393-6161 <u>District II</u> 811 S. First St., Artesia           Phome: (575) 748-1283 <u>District III</u> 1000 Rio Brazos Road           Phone: (505) 334-6178 <u>District IV</u> 1220 S. St. Francis Dr.           Phone: (505) 476-3460	<ol> <li>Fax: (575) 39</li> <li>a, NM 88210</li> <li>Fax: (575) 74</li> <li>Aztec, NM 8'</li> <li>Fax: (505) 33</li> <li>, Santa Fe, NM</li> </ol>	93-0720 8-9720 7410 4-6170 1 87505	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505					Sub	Form C-102 Revised August 1, 201 Submit one copy to appropriate District Office AMENDED REPORT			
WELL LOCATION AND ACREAGE DEDICATION PLAT												
30-025-48	API Numbe 3746	r	<sup>2</sup> Pool Code 51687 RED TANK; BONE SPRING, EAST									
<sup>4</sup> Property (	Code			<sup>5</sup> Property Name					<sup>6</sup> Well Number			
330703				SENILE	FELINES 1	18_7 STATE CO	DM		22H			
<sup>7</sup> OGRID					<sup>8</sup> Operato				9	<sup>9</sup> Elevation		
16696 OXY USA INC. 365										3656'		
	<sup>10</sup> Surface Location											
UL or lot no.	Section	Township	Range	Lot Idn	Feet from th	ne North/South line	Feet from the	Eas	t/West line	County		
Ν	18	22S	33E		565	SOUTH	1970	WE	ST	LEA		
	# Bottom Hole Location If Different From Surface											

" Bottom Hole Location If Different From Surface											
UL or lot no. See	ection Town	ıship	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County		
C 7	7 2	2S	33E		20	NORTH	1500	WEST	LEA		
<sup>12</sup> Dedicated Acres <sup>13</sup> Jo	oint or Infill	l <sup>14</sup> Cor	nsolidation (	Code <sup>15</sup> Or	der No.						
611.84											

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.

20.	A SECTION	section 4 v 5	<sup>17</sup> <b>OPERATOR CERTIFICATION</b> 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
1500'	1018' SECTION 7 SECTION	N8 00 05 SECTION 9	owns a working interest or unleased mineral interest in the land including
1500' LAST			the proposed bottom hole location or has a right to drill this well at this
TAKE		SEC SEC	location pursuant to a contract with an owner of such a mineral or working
N 12 DN 7 D.11	SEC 1		interest, or to a voluntary pooling agreement or a compulsory pooling
32E	B	BOTTOM HOLE LOCATION 20' FNL 1500' FWL, SECTION 7	order heretofore entered by the division. Roni Mathew 4/1/2022
14.54		NAD 83, SPCS NM EAST X:763021.62' / Y:514933.77'	Signature Date
R32E N00°2	CORNER COORDINATES	LAT:32.41357220N / LON:103.61496052W NAD 27, SPCS NM EAST	Roni Mathew
1225 R 33E N00	NAD 83, SPCS NM EAST A - X: 764039.94' / Y: 514959.26'	X:721839.31' / Y:514873.00' LAT:32.41344907N / LON:103.61447412W	Printed Name
SECTION 12	B - X: 764061.60' / Y: 512319.63' C - X: 764083.27' / Y: 509679.03' D - X: 764104.63' / Y: 507039.42'	LAST TAKE POINT 100' FNL 1500' FWL, SECTION 7	roni_mathew@oxy.com
SECTION 13 H	E - X: 764125.98' / Y: 504400.66' SECTION 18 F - X: 761597.23' / Y: 504386.86'	NAD 83, SPCS NM EAST X:763022.19' / Y:514853.77'	E-mail Address
	G - X: 761577.70' / Y: 507026.11' H - X: 761558.98' / Y: 509666.12' I - X: 761540.13' / Y: 512305.42' J - X: 761521.50' / Y: 514945.69'	LAT:32.41335231N / LON:103.61496044W	*SURVEYOR CERTIFICATION
SECTION 13 SECTION 18 W~5178.8	CORNER COORDINATES NAD 27, SPCS NM EAST A - X: 722857.63' / Y: 514898.49'	FIRST TAKE POINT 100' FSL 1500' FWL, SECTION 18 NAD 83, SPCS NM EAST	I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys
GQ 4	D B - X: 722879.22' / Y: 512258.94' C - X: 722900.82' / Y: 509618.41'	X:763096.47' / Y:504495.04' LAT:32.38487879N / LON:103.61494525W	made by me or under my supervision, and that the
88.8215 - M.15 - M.15 BT NOILLOSIS G FIRST TAKE	D - X: 722922.12' / Y: 506978.87' E - X: 722943.40' / Y: 504340.19' F - X: 720414.67' / Y: 504326.39'	NAD 27, SPCS NM EAST X:721913.90' / Y:504434.57' LAT:32.38475556N / LON:103.61445983W	same is true and correct to the best of my belief.
	G - X: 720395.20' / Y: 506965.57' H - X: 720376.55' / Y: 509605.50'		FEBRUARY 10, 2022
1970'	SHL I - X: 720357.77' / Y: 512244.72' J - X: 720339.20' / Y: 514884.92'	50' FSL 1500' FWL, SECTION 18 NAD 83, SPCS NM EAST	Date of Survey
1500'	1029' SECTION 18 SECTION 17	X:763096.84' / Y:504445.05' LAT:32.38474135N / LON:103.61494514W	Signature and Seal of Professional Surveyor:
	1025	NAD 27, SPCS NM EAST X:721914.27' / Y:504384.57' LAT:32.38461813N / LON:103.61445972W	80 1403 10
61 NOLLOSS SHEET 1 OF 3	SECTION 19 SECTION 20	SURFACE HOLE LOCATION 565' FSL 1970' FWL, SECTION 18 NAD 83, SPCS NM EAST X:763562.54' / Y:504962.38' LAT:32.38615469N / LON:103.61342532W	Tostonal SUR
JOB No. R4083_002_6994		NAD 27, SPCS NM EAST X:722379.98' / Y:504901.89'	Certificate Number DAVID W. MYERS 11403
REV 1 DEF 2/4/2022		LAT:32.38603147N / LON:103.61293990W	

Distances/areas relative to NAD 83 Combined Scale Factor: 0.9997856 Convergence Angle: 00°22'27.18"

## Received by OCD: 5/18/2022 9:13:20 AM ed by OCD: 4/29/2021 2:49:29 PM

District I

District II

District III

District IV

1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462 Page 16 of 99

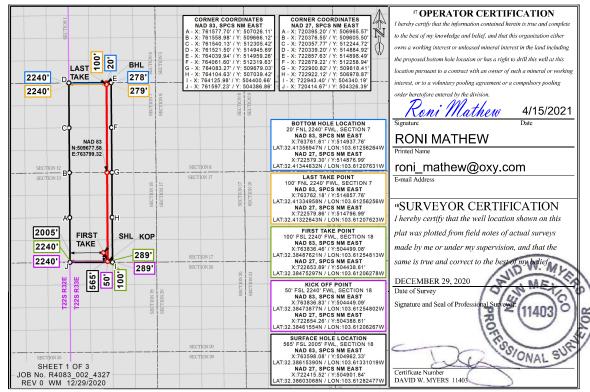
State of New Mexico 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 Energy, Minerals & Natural Resources Department 811 S. First St., Artesia, NM 88210 OIL CONSERVATION DIVISION Phone: (575) 748-1283 Fax: (575) 748-9720 1220 South St. Francis Dr. 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 Santa Fe, NM 87505

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

AMENDED REPORT

	WELL LOCATION AND ACREAGE DEDICATION PLAT												
30-025-	API Number	r	5168	² Pool Code 7	e <sup>3</sup> Pool Name RED TANK, BONE SPRING, EAST								
<sup>4</sup> Property 0 330703	Code			SENILE	<sup>5</sup> Proper FELINES	<sup>ty Name</sup> 18_7 STATE CO	ЭM		<sup>6</sup> Well Number 23H				
										'Elevation 3656'			
	<sup>10</sup> Surface Location												
UL or lot no.	Section	Township	Range	Lot Idn	Feet from t	the North/South line	Feet from the	Eas	t/West line	County			
Ν	18	22S	33E		565	SOUTH	2005	WE	ST	LEA			
			<sup>11</sup> Bo	ttom Hol	le Location	If Different Fron	n Surface						
UL or lot no.	Section	Township	Range	Lot Idn	Feet from t	the North/South line	Feet from the	Eas	t/West line	County			
C	228	33E		20	NORTH	2240	WE	ST	LEA				
<sup>12</sup> Dedicated Acres 611.84	s <sup>13</sup> Joint o	r Infill <sup>14</sup> Co	nsolidation (	Code <sup>15</sup> 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.



Distances/areas relative to NAD 83 Combined Scale Factor: 0.9997856 Convergence Angle: 00°22'27.18'

District I 1625 N. French Dr., H Phone: (575) 393-6161 District II 811 S. First St., Artesi Phone: (575) 748-128: District III 1000 Rio Brazos Road	I Fax: (575) 39 a, NM 88210 3 Fax: (575) 748 , Aztec, NM 87	3-0720 8-9720 /410	Energ	gy, Miner OIL CO	rals & Nat DNSERVA 20 South S	ew Mexico ural Resources I ATION DIVISIO St. Francis Dr.	1	Sub	omit one c	Form C-102 eed August 1, 2011 copy to appropriate District Office
	histrict IV 220 S. St. Francis Dr., Santa Fe, NM 87505 hone: (505) 476-3460 Fax: (505) 476-3462				Santa Fe, 1	NM 87505			AM	ENDED REPORT
		W	ELL LC	CATIO	N AND AG	CREAGE DEDI	CATION PLA	Т		
	API Numbe	r		<sup>2</sup> Pool Code			<sup>3</sup> Pool Na			
30-025-48	3756		9817	7	W	/C-025 G-09 S	5223332A; U	IPR W	OLFC/	AMP
<sup>4</sup> Property	Code				<sup>5</sup> Proper	rty Name			<sup>6</sup> V	Vell Number
330703				SENILE			311H			
<sup>7</sup> OGRID	No.					9	elevation			
1669	6				OXY U	SA INC.				3657'
			<sup>10</sup> Surface Location							
UL or lot no.	Section	Township	Range	Lot Idn	Feet from	the North/South lin	e Feet from the	East	t/West line	County
Ν	18	228	33E		355	SOUTH	1963	WE	ST	LEA

IN	10	223	33E		555	30011	1905	WESI	LEA	
" 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	
С	7	22S	33E		20	NORTH	1520	WEST	LEA	
<sup>12</sup> Dedicated Acres	<sup>13</sup> Joint or	r Infill <sup>14</sup> (	Consolidation	Code <sup>15</sup> Or	rder No.					
611.84										

Image: Section 1         Image: Section 1<	ours a working interest or unleased mineral interest in the land including
Image: Section 13         Section 14	LAT:32:241322910N / LON:103.61440923W FIRST TAKE POINT 100' FSL 1520' FWL, SECTION 18 NAD 83, SPCS NM EAST X:763116.47' / Y:504495.15' LAT:32:38487872N / LON:103.61488046W NAD 27, SPCS NM EAST made by me or under my supervision, and that the
B - X: 722879.22' /Y: 512258.94' C - X: 72290.82' /Y: 509618.41' C - X: 72290.82' /Y: 509618.41' C - X: 72292.12' /Y: 509618.41' C - X: 72292.12' /Y: 509618.41' FIRST TAKE SHL 1520' 1963' 1963' 1963' 1009' SECTION 13 SECTION 24 F SECTION 24 F SECTION 24 F SHEET 1 OF 3 JOB No. R4083_002_6997 REV 1 DEF 2/7/2022	X:721933.90' / Y:504434.68'         LAT:32.38475549N / LON:103.61439504W         KICK OFF POINT         50' FSL 1520' FWL, SECTION 18         NAD 83, SPCS NM EAST         X:721934.27' / Y:504484.515'         LAT:32.3847128N / LON:103.6148035W         NAD 27, SPCS NM EAST         X:721934.27' / Y:504484.68'         LAT:32.38461806N / LON:103.614389494W         SURFACE HOLE LOCATION         355' FSL 1963' FWL, SECTION 18         NAD 83, SPCS NM EAST         X:763557.54' / Y:504752.38'         LAT:32.38561758N / LON:103.61344609W         NAD 27, SPCS NM EAST         X:722374.98' / Y:504691.90'         LAT:32.38545435N / LON:103.61296069W         Certificate Number         DAVID W. MYERS 11403

Distances/areas relative to NAD 83 Combined Scale Factor: 0.9997856 Convergence Angle: 00°22'27.18"

District I

District II

District III

District IV

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

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

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

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

811 S. First St., Artesia, NM 88210

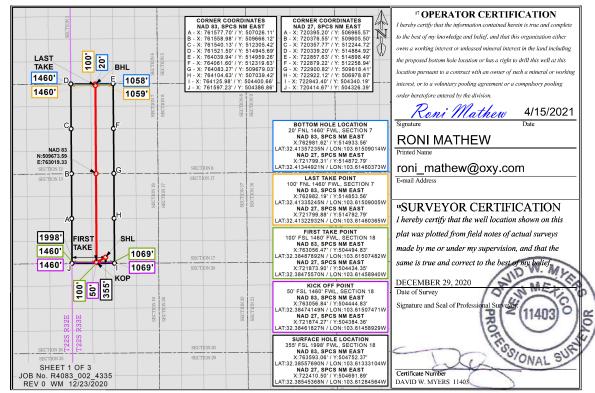
### State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505

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

AMENDED REPORT

		V	VELL LO	CATIO	N AND ACR	EAGE DEDIC	ATION PLA	Т		
30-025-	API Number	r	98177	<sup>2</sup> Pool Code		-025 G-09 S2	<sup>3</sup> Pool Nar 23332A;UP		САМ	Р
<sup>4</sup> Property C 330703	Code		S	ENILE	<sup>5</sup> Property FELINES 1	<sup>Name</sup> 8_7 STATE CO	DM		6 W	fell Number 32H
<sup>7</sup> ogrid m 16696					<sup>8</sup> Operator OXY USA					Elevation 3656'
					" Surface	Location				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/We	st line	County
Ν	18	22S	33E		355	SOUTH	1998	WEST		LEA
			" Bot	tom Hol	e Location It	Different From	n Surface			
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/We	st line	County
C	7	22S	33E		20	NORTH	1460	WEST		LEA
<sup>12</sup> Dedicated Acres 611.84	<sup>13</sup> Joint or	r Infill <sup>14</sup>	Consolidation C	ode <sup>15</sup> 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.



Distances/areas relative to NAD 83 Combined Scale Factor: 0.9997856 Convergence Angle: 00°22'27.18"

District I 1625 N. French Dr., H Phone: (575) 393-6161 District II 811 S. First St., Artesii Phone: (575) 748-128: District III 1000 Rio Brazos Road Phone: (505) 334-6178 District IV 1220 S. St. Francis Dr. Phone: (505) 476-3460	1 Fax: (575) 39 a, NM 88210 3 Fax: (575) 74 4, Aztec, NM 87 3 Fax: (505) 33 4, Santa Fe, NM	93-0720 8-9720 7410 4-6170 1 87505	Energ	OIL C	ONSERVA	ural Resources D TION DIVISION t. Francis Dr.	1	Sub	omit one	Form C-102 sed August 1, 2011 copy to appropriate District Office ENDED REPORT
		W	ELL LO	DCATIO	N AND AC	CREAGE DEDIC	CATION PLA	Т		
30-025-48	API Numbe 3748	r	5168	<sup>2</sup> Pool Code 7		ED TANK; BOI	<sup>3</sup> Pool Na NE SPRINO		т	
<sup>4</sup> Property 0 330703					<sup>5</sup> Proper	,		,		Well Number 24H
<sup>7</sup> ogrid 1669					<sup>8</sup> Operat OXY US	or Name				<sup>9</sup> Elevation 3634'
					<sup>10</sup> Surface	e Location				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from t	he North/South line	Feet from the	East	/West line	County
0	18	22S	33E		341	SOUTH	1620	EAS	ST	LEA
			п Bo	ttom Ho	le Location	If Different From	n Surface			
UL or lot no.	Section	Townshin	Range	Lot Idn	Feet from t	he North/South line	Feet from the	East	/West line	County

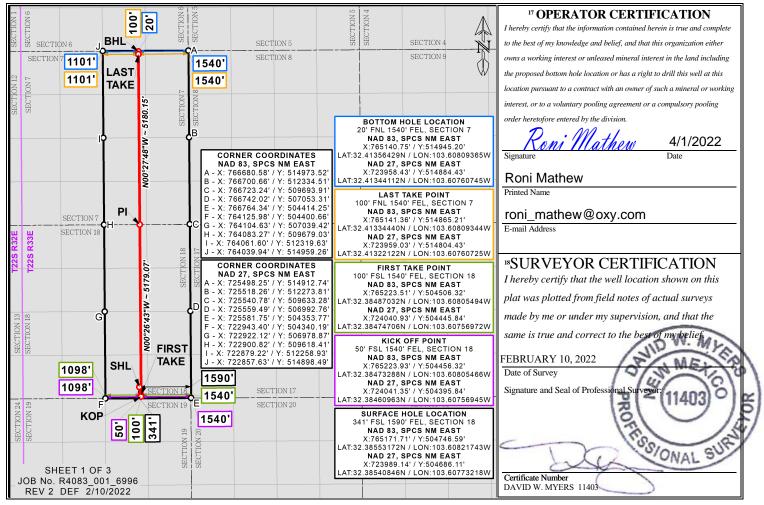
UL or	lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
	В	7	22S	33E		20	NORTH	2559	WEST	LEA
<sup>12</sup> Ded	licated Acres	<sup>13</sup> Joint of	r Infill <sup>14</sup> (	Consolidation	Code <sup>15</sup> Or	der No.				
	640.0									

2559' 2559' 2001 2559' 2559'	• <u></u>	2 B 128	2600' SECTION 8	Proinces and a section 4 s	<sup>17</sup> <b>OPERATOR CERTIFICATION</b> 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
<u>а</u> ш	N00°27'48"W ~ 5180.40'	PI SECTION	Log         CORNER COORDINATES NAD 83, SPCS NM EAST           A - X: 764039.94' / Y: 514959.26'           B - X: 765360.26' / Y: 514959.26'           B - X: 765403.26' / Y: 514966.39'           C - X: 765403.26' / Y: 512327.07'           D - X: 765403.26' / Y: 519666.47'           E - X: 765403.26' / Y: 509666.47'           F - X: 765423.32' / Y: 507046.37'           F - X: 765425.86' / Y: 504400.66'           H - X: 762805.48' / Y: 504393.45'           I - X: 762763.38' / Y: 507032.47'           J - X: 762774.03' / Y: 512312.19'           L - X: 7627210.00' / Y: 512452.15'	100' FNL 2559' FWL, SECTION 7 <b>NAD 83, SPCS NM EAST</b> X:764081.37' / Y:514859.48' LAT:32.41334838N / LON:103.61152824W <b>NAD 27, SPCS NM EAST</b> X:722899.05' / Y:514798.71'	order heretofore entered by the division.          Roni Mathew       4/1/2022         Signature       Date         Printed Name       Printed Name         roni_mathew@oxy.com       E-mail Address
SECTION 13         1225 R3           SECTION 18         1225 283           SECTION 18         1225 283			NAD 27, SPCS NM EAST           A - X: 722857.63' / Y: 514898.49'           X: 724179.4' / Y: 514905.61'           C - X: 724198.74' / Y: 512266.37'           D - X: 724220.80' / Y: 509625.84'           F - X: 724220.80' / Y: 509625.84'           F - X: 72420.80' / Y: 504364.98'           G - X: 722943.40' / Y: 504346.98'           G - X: 721622.91' / Y: 504332.98'           I - X: 721601.72' / Y: 506971.92'           J - X: 721550.26' / Y: 512251.49'           L - X: 721537.70' / Y: 514891.38'	KICK OFF POINT 50' FSL 2567' FWL, SECTION 18 NAD 83, SPCS NM EAST X:764163.94' / Y:504450.86' LAT:32.38473759N / LON:103.61148839W NAD 27, SPCS NM EAST X:722981.36' / Y:504390.39'	18SURVEYOR 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. FEBRUARY 10, 2022 Date of Survey Signature and Seal of Professional Surveyor:
SH JOB No.		6995	12 SECTION 20	LAT:32.38461435N / LON:103.61100307W SURFACE HOLE LOCATION 341' FSL 1620' FEL, SECTION 18 NAD 83, SPCS NM EAST X:765141.71' / Y:504746.59' LAT:32.38553228N / LON:103.60831461W NAD 27, SPCS NM EAST X:723959.14' / Y:504686.11' LAT:32.38540902N / LON:103.60782936W 0 0	Certificate Number DAVID W. MYERS 11403

Distances/areas relative to NAD 83 Combined Scale Factor: 0.9997856 Convergence Angle: 00°22'27.180012"

<u>District I</u> 1625 N. French Dr., H Phone: (575) 393-616 <u>District II</u> 811 S. First St., Artesi Phone: (575) 748-128 <u>District III</u> 1000 Rio Brazos Roaa Phone: (505) 334-617 <u>District IV</u> 1220 S. St. Francis Dr Phone: (505) 476-346	1 Fax: (575) 39 ia, NM 88210 3 Fax: (575) 74 d, Aztec, NM 87 8 Fax: (505) 334 ., Santa Fe, NM	93-0720 8-9720 7410 4-6170 1 87505 6-3462		gy, Miner OIL CO 12	rals & Natu DNSERVA 20 South S Santa Fe, 1		Ň		omit one o	Form C-102 sed August 1, 2011 copy to appropriate District Office ENDED REPORT
			ELL LC			CREAGE DEDIC				
	API Numbe	r	E100	<sup>2</sup> Pool Code					т	
30-025-48			5168	1		ED TANK; BON	NE SPRING	, EAS		
<sup>4</sup> Property	Code				<sup>5</sup> Proper				6 V	Well Number
330703				SENILE	FELINES	18_7 STATE CO	DM			25H
<sup>7</sup> OGRID	No.				<sup>8</sup> Operate	or Name				<sup>9</sup> Elevation
1669	6				OXY US	SA INC.				3633'
	1				<sup>10</sup> Surface	e Location				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from t	he North/South line	Feet from the	Eas	t/West line	County
0	18	22S	33E		341	SOUTH	1590	EAS	ST	LEA
	10			// TT 1				<b>L</b> 1 <b>I</b> ,		
			" Во	ttom Hol	e Location	If Different Fron	n Surface			
UL or lot no.	Section	Township	Range	Lot Idn	Feet from t	he North/South line	Feet from the	Eas	t/West line	County
В	7	228	33E		20	NORTH	1540	EAS	TZ	LEA

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County	
В	7	22S	33E		20	NORTH	1540	EAST	LEA	
<sup>12</sup> Dedicated Acres	<sup>13</sup> Joint or	r Infill <sup>14</sup> (	Consolidation	Code <sup>15</sup> Or	der No.					
640.0										



Distances/areas relative to NAD 83 Combined Scale Factor: 0.9997856 Convergence Angle: 00°22'27.180012"

12 Dedicated Acres

640.0

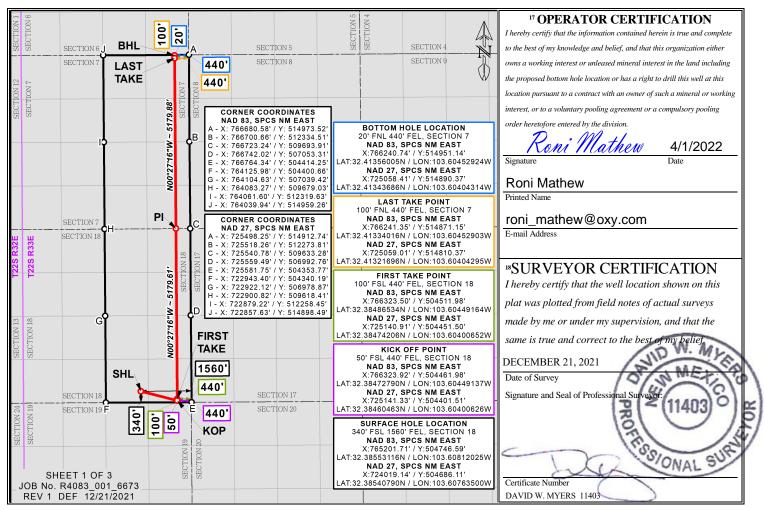
<sup>3</sup> Joint or Infill

<sup>4</sup> Consolidation Code

District I 1625 N. French Dr., F Phone: (575) 393-616 District II 811 S. First St., Artesi Phone: (575) 748-128 District III 1000 Rio Brazos Road Phone: (505) 334-617 District IV 1220 S. St. Francis Dr Phone: (505) 476-346	1 Fax: (575) 39 a, NM 88210 3 Fax: (575) 74 d, Aztec, NM 87 8 Fax: (505) 33 -, Santa Fe, NM	3-0720 8-9720 4410 4-6170 87505 5-3462		gy, Miner OIL CO 12	rals & Nat ONSERVA 20 South S Santa Fe,	few Mexico cural Resources D ATION DIVISION St. Francis Dr. NM 87505 CREAGE DEDIC	N		omit one o	Form C-102 sed August 1, 2011 copy to appropriate District Office ENDED REPORT
	API Numbe			<sup>2</sup> Pool Code		ED TANK; BOI	<sup>3</sup> Pool Na	me		
30-025-48			5168	1		,	NE SPRING	, EAS		
<sup>4</sup> Property	Code				-	rty Name			۰V	Well Number
330703				SENILE		5 18_7 STATE CO	JM			26H
<sup>7</sup> OGRID					-	tor Name				<sup>9</sup> Elevation
1669	6				OXY U	JSA INC.				3633'
					<sup>10</sup> Surfac	ce Location				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from	the North/South line	Feet from the	East	t/West line	County
0	18	22S	33E		340	SOUTH	1560	EAS	ST	LEA
			<sup>и</sup> Во	ttom Hol	e Locatior	n If Different From	n Surface			
UL or lot no.	Section	Township	Range	Lot Idn	Feet from	the North/South line	Feet from the	East	t/West line	County
А	7	22S	33E		20	NORTH	440	EAS	ST	LEA

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>5</sup> Order No.



Distances/areas relative to NAD 83 Combined Scale Factor: 0.9997856 Convergence Angle: 00°22'27.180012"

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District I 1625 N. French Dr., H Phone: (575) 393-6161 District II 811 S. First St., Artesi Phone: (575) 748-1282 District III 1000 Rio Brazos Road Phone: (505) 334-6178 District IV 1220 S. St. Francis Dr. Phone: (505) 476-3460	1 Fax: (575) 39 a, NM 88210 3 Fax: (575) 74 l, Aztec, NM 87 8 Fax: (505) 334 ., Santa Fe, NM	93-0720 8-9720 7410 4-6170 1 87505	Energ	y, Miner OIL CO 12	ONSERVA	ral Resources D TION DIVISION t. Francis Dr.	-	Sub	omit one o	Form C-102 sed August 1, 2011 copy to appropriate District Office ENDED REPORT
		W	ELL LC	CATION	NAND AC	REAGE DEDIC	ATION PLA	Т		
30-025-48	API Numbe 3754	r	9817	<sup>2</sup> Pool Code 7		C-025 G-09 S2	<sup>3</sup> Pool Na 223332A; U		OLFC	AMP
<sup>4</sup> Property	Code		<sup>5</sup> Property Name						<sup>6</sup> V	Well Number
330703				SENILE	FELINES 1	18_7 STATE CO	DM	34H		
<sup>7</sup> OGRID					<sup>8</sup> Operato					<sup>9</sup> Elevation
1669	6				OXY US	SA INC.				3632'
					<sup>10</sup> Surface	Location				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from th	e North/South line	Feet from the	East	t/West line	County
0	18	22S	33E		551	SOUTH	1588	EAS	ST	LEA
	" Bot				e Location	If Different Fron	n Surface			
UL or lot no.	Section	Township	Range	Lot Idn	Feet from th	e North/South line	Feet from the	East	t/West line	County

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
В	7	22S	33E		20	NORTH	1535	EAST	LEA
<sup>12</sup> Dedicated Acres 640.0	<sup>13</sup> Joint of	<sup>14</sup> (	Consolidation (	Code <sup>15</sup> Or	der No.				

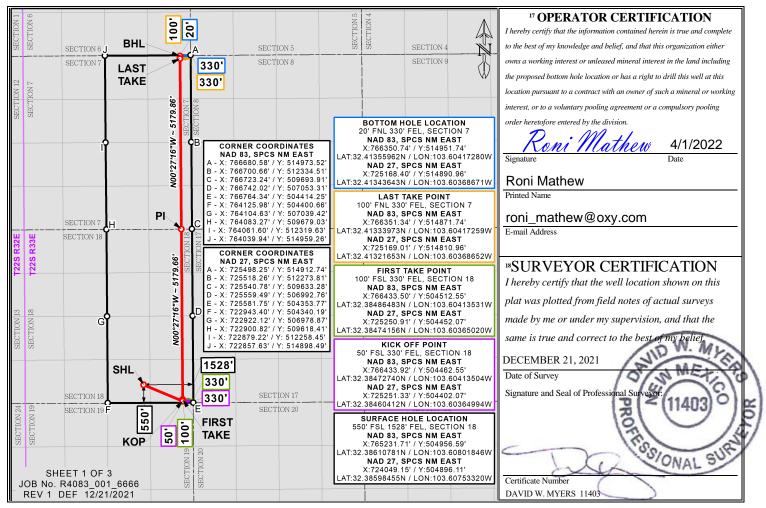
No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

SECTION 1 SECTION 6	50	BHL	A SECTION 5	Protection 4	<sup>17</sup> <b>OPERATOR CERTIFICATION</b> 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
	1106' 1106'	LAST TAKE	535' SECTION 8	SECTION 9	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
		N00°27'46"W ~ 5180.14' SECTION 7	B CORNER COORDINATES NAD 83, SPCS NM EAST A - X: 766680.58' / Y: 514973.52' B - X: 766700.66' / Y: 512334.51' C - X: 766723.24' / Y: 509693.91' D - X: 776742.02' / Y: 507053.31'	BOTTOM HOLE LOCATION 20' FNL 1535' FEL, SECTION 7 NAD 83, SPCS NM EAST X:765145.75' / Y:514945.23' LAT:32.41356427N / LON:103.60807745W NAD 27, SPCS NM EAST X:723963.43' / Y:514884.46' LAT:32.41344110N / LON:103.60759125W LAST TAKE POINT	interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division. Romi Mathew 4/1/2022 Signature Date Roni Mathew Printed Name
SECTION 13 <b>T225 R32E</b> SECTION 18 <b>T225 R33E</b>	SECTION 7 SECTION 18	~ 5179.07*	E - X: 766764.34' / Y: 504414.25' F - X: 76474.63' / Y: 507039.42' H - X: 764104.63' / Y: 507039.42' H - X: 764063.27' / Y: 509679.03' J - X: 764083.27' / Y: 509679.03' J - X: 764039.94' / Y: 514959.26' CORNER COORDINATES NAD 27, SPCS NM EAST A - X: 725498.26' / Y: 514912.74' B - X: 72554.078' / Y: 509633.28' D - X: 72559.49' / Y: 50992.76' E - X: 72559.49' / Y: 50992.76' C - X: 72559.49' / Y: 50992.76'	100' FNL 1535' FEL, SECTION 7 NAD 83, SPCS NM EAST X:765146.36' / Y:514865.23' LAT:32.41334438N / LON:103.60807724W NAD 27, SPCS NM EAST X:723964.03' / Y:514804.46' LAT:32.41322120N / LON:103.60759105W FIRST TAKE POINT 100' FSL 1535' FEL, SECTION 18 NAD 83, SPCS NM EAST X:765228.51' / Y:504506.34' LAT:32.38487030N / LON:103.60803874W	roni_mathew@oxy.com         E-mail Address         *SURVEYOR CERTIFICATION         I hereby certify that the well location shown on this         plat was plotted from field notes of actual surveys
24   19   19	G 1103' 1103' KOP	<b>X</b>	F - X: 722943.40' / Y: 504340.19' G - X: 722922.12' / Y: 506978.87' H - X: 722900.82' / Y: 509618.41' I - X: 722879.22' / Y: 512258.45'	NAD 27, SPCS NM EAST X:724045.93' / Y:504445.87' LAT:32.38474704N / LON:103.60755352W KICK OFF POINT 50' FSL 1535' FEL, SECTION 18 NAD 83, SPCS NM EAST X:765228.93' / Y:504456.34' LAT:32.38473286N / LON:103.60803847W NAD 27, SPCS NM EAST X:724046.35' / Y:504395.87' LAT:32.38460960N / LON:103.60755325W	made by me or under my supervision, and that the same is true and correct to the best of my belief. DECEMBER 21, 2021 Date of Survey Signature and Seal of Professional Surveyor.
	SHEET 1 OF 3 No. R4083_001_666 V 1 DEF 12/21/2021	<b>100'</b> <b>100'</b>		SURFACE HOLE LOCATION 551' FSL 1588' FEL, SECTION 18 ND 83, SPCS NM EAST X:765171.71' / Y:504956.59' LAT:32.38610893N / LON:103.60821281W NAD 27, SPCS NM EAST X:723989.15' / Y:504896.11' LAT:32.38598567N / LON:103.60772755W	Certificate Number DAVID W. MYERS 11403

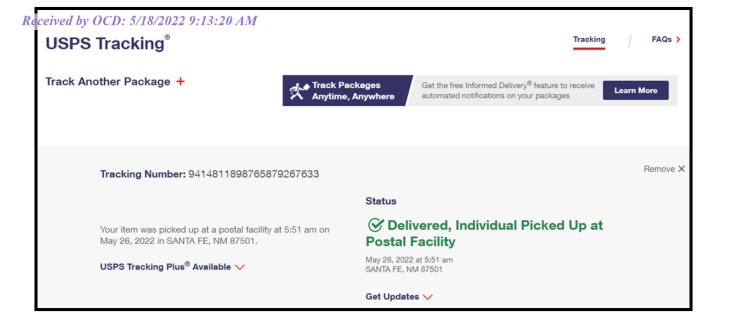
Distances/areas relative to NAD 83 Combined Scale Factor: 0.9997856 Convergence Angle: 00°22'27.180012"

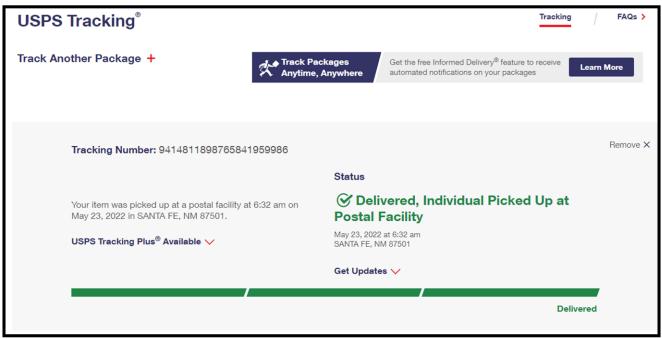
District I 1625 N. French Dr., H Phone: (575) 393-616 District II 811 S. First St., Artesi Phone: (575) 748-128: District III 1000 Rio Brazos Road Phone: (505) 334-617: District IV 1220 S. St. Francis Dr Phone: (505) 476-3466	1 Fax: (575) 39 a, NM 88210 3 Fax: (575) 74 l, Aztec, NM 87 8 Fax: (505) 33 ., Santa Fe, NM	93-0720 8-9720 7410 4-6170 1 87505	Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION Revised August 1, 20 Submit one copy to appropr			copy to appropriate District Office				
			ELL LC			REAGE DEDIC				
<sup>1</sup> API Number 30-025-48755			9817	<sup>2</sup> Pool Code 7		-025 G-09 S2	<sup>3</sup> Pool Na 223332A; U		OLFC	AMP
<sup>4</sup> Property Code 330703 SENILE F			<sup>5</sup> Property FELINES 1	<sub>Name</sub> 8_7 STATE CO	DM		<sup>6</sup> V	Vell Number 35H		
<sup>7</sup> OGRID No. <sup>8</sup> Oj			<sup>8</sup> Operator OXY US	Name				<sup>9</sup> Elevation 3632'		
					<sup>10</sup> Surface	Location				
UL or lot no.	Section	Township	Range	Range         Lot Idn         Feet from the         North/South line         Feet from the         East/West line				County		
O 18 22S 33E 550		SOUTH	1528	EAS	ST	LEA				
			<sup>11</sup> Bo	ttom Hol	e Location I	f Different Fron	n Surface			
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	t/West line	County

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
А	7	22S	33E		20	NORTH	330	EAST	LEA
<sup>12</sup> Dedicated Acres 640.0	<sup>13</sup> Joint of	· Infill <sup>14</sup> (	Consolidation (	Code <sup>15</sup> Or	der No.				



Distances/areas relative to NAD 83 Combined Scale Factor: 0.9997856 Convergence Angle: 00°22'27.180012"





Senile Felines/Avogato CTB Oil Commingle SLO Submittal Confirmation

Senile Felines/Avogato CTB Gas Commingle SLO Submittal Confirmation

# NM State Land Office Oil, Gas, & Minerals Division STATE/STATE OR STATE/FEE Revised December 2021 COMMUNITIZATION AGREEMENT ONLINE Version ONLINE Version KNOW ALL PERSONS BY THESE PRESENTS: API #: 30-0\_25 - 48749 STATE OF NEW MEXICO ) Well Name: Senile Felines 18\_7 State Com #25H SS) COUNTY OF LEA ) )

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before  $1^{st}$  production) April 20 , 2022, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Bone Spring

formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE version December 9, 2021

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 undersigned as follows:

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

Subdivisions: E/2	
_ 0f Sect(s)? and 18 _ Twp: 225 Rng:_33E NMPM Lea	County, NM
Containing 640 acres, more or less. It is the judgment of the parties hereto that	t the
communitization, pooling and consolidation of the aforesaid land into a single unit for	or the
development and production of hydrocarbons from the said formation in and under s	aid land is
necessary and advisable in order to properly develop and produce the hydrocarbons i	n the said
formation beneath the said land in accordance with the well spacing rules of the Oil (	Conservation
Division of the New Mexico Energy, Minerals and Natural Resources Department, a	
promote the concernation of the hadrogen hand in an 141 (1) (1) (1) (1)	nd in order to
promote the conservation of the hydrocarbons in and that may be produced from said	formation in
and under said lands, and would be in the public interest;	

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

ONLINE version December 9, 2021

4. OXY USA INC. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by OXY USA INC.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

ONLINE version December 9, 2021

State/State

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area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals 10. and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly 11. authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

This agreement may be executed in any number of counterparts, no one of which needs to 13. be executed by all parties, or may be ratified or consented to by separate instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: OXY USA INC.

ONLINE version December 9, 2021

OPERATOR: OXY USA INC.

BY: James Laning, Attorney-in-Fa	ICt (Name and Title of Authorized Agent)
	(Signature of Authorized Agent)
Acknowledgment in an II	ndividual Capacity
State of ) SS) County of )	
This instrument was acknowledged before me on By Name(s) of Person(s)	Date
(Seal)	Signature of Notarial Officer
Ν	ly commission expires:
Acknowledgment in an Rep	resentative Capacity
State of Texas ) SS) County of Harris )	
This instrument was acknowledged before me on By:	Date :
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
My comm	nission expires:
ONLINE State/State version December 9, 2021	5

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Lease # and Lessee of Record: V0- 4617-0	002 OXY USA INC.
BY: James Laning, Attorney-in-Fac	t (Name and Title of Authorized Agent)
	(Signature of Authorized Agent)
Acknowledgment in a	n Individual Capacity
State of )	
SS) County of )	
This instrument was acknowledged before me on By	Date
Name(s) of Person(s)	
(Seal)	Signature of Notarial Office
	My commission expires:
Acknowledgment in an R	Representative Capacity
State of Texas )	
State of Texas ) SS) County of Harris )	
This instrument was acknowledged before me on	Date:
By: Name(s) of Person(s)	
(Scal)	Signature of Notarial Officer
	My commission expires:
ONLINE State/State	e 6

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	Record: <u>V0- 4780-000</u> g, Attorney-in-Fact	
BY: <u>James Lann</u> ;	g, / donicy-in-ract	(Name and Title of Authorized Agent)
		(Signature of Authorized Agent)
	Acknowledgment in an I	ndividual Capacity
State of	)	
County of	SS) )	
This instrument was ack	mowledged before me on	Date
By Name(s) of Person(s)		
(Seal)		Signature of Notarial Office
	I	My commission expires:
State of Texas	) SS) )	
<sub>State of</sub> Texas <sub>County of</sub> Harris	Acknowledgment in an Rep ) SS)	
<sub>State of</sub> Texas <sub>County of</sub> Harris This instrument was ack	Acknowledgment in an Rep ) SS) ) nowledged before me on	presentative Capacity
State of <b>Texas</b> County of Harris This instrument was ack By:	Acknowledgment in an Rep ) SS) ) nowledged before me on	presentative Capacity Date:
State of Texas County of Harris This instrument was ack By: Name(s) of Person(s)	Acknowledgment in an Rep ) SS) ) nowledged before me on	

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## EXHIBIT A

Attached to and made a part of that Communitization Agreement dated April 20, 2022
by and between OXY USA INC, (Operator) OXY US INC,
, (Record Title Holders/Lessees of Record) covering
the Subdivisions : <u>E/2</u>
Sect(s): 7 and 18 , Twnshp 22 South , Rnge: 33 East , NMPM Lea County, NM
Limited in depth fromft toft. (enter here what is granted in pooling order if applicable)
OPERATOR of Communitized Area: OXY USA INC.
DESCRIPTION OF LEASES COMMITTED:
TRACT NO. 1         Lessor:       State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record: OXY USA INC.
Serial No. of Lease: <u>V0-4617-0002</u> Date of Lease: <u>4/1/1995</u>
Description of Lands Committed:
Subdivisions: <u>E/2</u>
Sect(s): 7 Twnshp: 22S , Rng: 33E NMPM Lea County, NM
No. of Acres: <u>320</u>
TRACT NO. 2 Lessor: State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record: OXY USA INC.
Serial No. of Lease: <u>V0-4780-0004</u> Date of Lease: <u>8/18/1970</u>
Description of Lands Committed:
Subdivisions: E/2
Sect(s): <u>18</u> Twnshp: <u>22S</u> Rng: <u>33E</u> NMPM LeaCounty, NM
No. of Acres: <u>320</u>
ONLINE State/State version August, 2021

## **RECAPITULATION**

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	320	50%
No. 2	320	50%
TOTALS	640	100%

ONLINE version August, 2021 State/State

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NM State Land Office Oil, Gas, & Minerals Division	STATE/STATE OR STATE/FEE Revised December 2021			
COMMUNITIZATION AGREE	MENT			
ONLINE Version				
KNOW ALL PERSONS BY THESE PRESENTS:	API #: 30-0_25 48754			
STATE OF NEW MEXICO ) Well Name: Senile Felines	18_7 State Com #34H			
COUNTY OF LEA )				

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before  $1^{st}$  production) April 20, 2022, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Wolfcamp

formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE version December 9, 2021

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 undersigned as follows:

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

Subdivisions: E/2
_ Of Sect(s)? and 18 Twp: 22S Rng:_33E NMPM Lea County, NM
Containing 640 acres, more or less. It is the judgment of the parties hereto that the
communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is
necessary and advisable in order to properly develop and produce the hydrocarbons in the said
formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to
promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

ONLINE version December 9, 2021

4. OXY USA INC. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by OXY USA INC.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized real state.

ONLINE version December 9, 2021

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

This agreement shall be binding upon the parties hereto and shall extend to and be binding 14. upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: OXY USA INC.

ONLINE version December 9, 2021

OPERATOR: OXY USA INC.		
BY: James Laning, Attorney-in-Fa	ICt (Name and Title of Authorized Agent)	
	(Signature of Authorized Agent)	
Acknowledgment in an Ir	ndividual Capacity	
State of ) SS) County of )		
This instrument was acknowledged before me on By Name(s) of Person(s)	Date	
(Scal)	Signature of Notarial Officer	
Acknowledgment in an Rep	resentative Capacity	
State of Texas ) SS) County of Harris )		
This instrument was acknowledged before me on By:	Date :	
(Seal)	Signature of Notarial Officer	
My com	nission expires:	
ONLINE State/State version December 9, 2021	5	

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Lease # and Lessee of Record: V0- 4617-00	002 OXY USA INC.
BY: James Laning, Attorney-in-Fact	(Name and Title of Authorized Agent)
	(Signature of Authorized Agent)
Acknowledgment in an	Individual Capacity
State of ) SS)	
County of )	
This instrument was acknowledged before me on	Date
By Name(s) of Person(s)	
(Seal)	Signature of Notarial Office
	My commission expires:
Acknowledgment in an R State of Texas ) SS)	epresentative Capacity
County of Harris SS)	
This instrument was acknowledged before me on By:	Date:
Name(s) of Person(s)	
(Scal)	Signature of Notarial Office
	My commission expires:
ONLINE State/State Version December 9, 2021	6

Lease # and Lessee of Record: VO- 4780-00	004 OXY USA INC.
BY: James Laning, Attorney-in-Fact	(Name and Title of Authorized Agent)
	(Signature of Authorized Agent)
Acknowledgment in an	Individual Capacity
State of )	
SS) County of )	
This instrument was acknowledged before me on	Date
By Name(s) of Person(s)	
(Seal)	Signature of Notarial Office
	My commission expires:
Acknowledgment in an R State of Texas County of Harris )	epresentative Capacity
County of Harris )	
This instrument was acknowledged before me on By:	Date:
Name(s) of Person(s)	
(Seal)	Signature of Notarial Office
	My commission expires:
ONLINE State/State Version December 9, 2021	6

## EXHIBIT A

Attached to and made a part of that Communitization Agreement dated April 20, 2022
by and between OXY USA INC. , (Operator) OXY US INC. ,
,,
the Subdivisions : <u>E/2</u>
Sect(s): 7 and 18, Twnshp 22 South, Rnge: 33 East, NMPM Lea County, NM
Limited in depth fromft toft. (enter here what is granted in pooling order if
applicable)
OPERATOR of Communitized Area: OXY USA INC.
DESCRIPTION OF LEASES COMMITTED:
TRACT NO.1         Lessor:       State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record: OXY USA INC.
Serial No. of Lease: V0-4617-0002         Date of Lease: 4/1/1995
Description of Lands Committed:
Subdivisions: <u>E/2</u>
Sect(s): 7 Twnshp: 22S , Rng: 33E NMPM Lea County, NM
No. of Acres: <u>320</u>
TRACT NO. 2 Lessor: State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record: OXY USA INC.
Serial No. of Lease: <u>V0-4780-0004</u> Date of Lease: <u>8/18/1970</u>
Description of Lands Committed:
Subdivisions: E/2
Sect(s): <u>18</u> Twnshp: <u>22S</u> Rng: <u>33E</u> NMPM Lea County, NM
No. of Acres: <u>320</u>
ONLINE State/State version 7 August, 2021

# **RECAPITULATION**

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	320	50%
No. 2	_320	50%
TOTALS	640	100%

ONLINE version August, 2021 State/State

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#### NM State Land Office Oil, Gas, & Minerals Division

STATE/STATE	OR
STATE/H	<b>FEE</b>
Revised December	2021

#### COMMUNITIZATION AGREEMENT

ONLINE Version KNOW ALL PERSONS BY THESE PRESENTS:

API #: 30-0 25 \_ 48746

STATE OF NEW MEXICO ) Well Name: Senile Felines 18\_7 State Com #22H

COUNTY OF LEA

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before  $1^{st}$  production) April 20 , 2022 by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Bone Spring

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formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE version December 9, 2021

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 undersigned as follows:

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

Subdivisions: Lots 1-4, E/2W/2
_ Of Sect(s)? and 18 Twp: 22S Rng:_33E NMPM Lea County, NM
Containing <u>611.84</u> acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to
promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

ONLINE version December 9, 2021

4. OXY USA INC. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by OXY USA INC.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

ONLINE version December 9, 2021

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: OXY USA INC.

ONLINE version December 9, 2021

OPERATOR: OXY USA INC.

BY: James Laning, Attorney-in-Fa	ACT (Name and Title of Authorized Agent)
	(Signature of Authorized Agent)
Acknowledgment in an I	ndividual Capacity
State of ) SS) County of )	
This instrument was acknowledged before me on By Name(s) of Person(s)	Date
(Seal)	Signature of Notarial Officer
N	Ay commission expires:
Acknowledgment in an Rep	resentative Capacity
State of Texas)SS)County of Harris)	
This instrument was acknowledged before me on By:	Date :
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
My comm	nission expires:
ONLINE State/State Version December 9, 2021	5

Lease # and Lessee of Record: VO- 4617-00	02 OXY USA INC.
BY: James Laning, Attorney-in-Fact	(Name and Title of Authorized Agent)
	(Signature of Authorized Agent)
Acknowledgment in an	Individual Capacity
State of )	
SS) County of )	
This instrument was acknowledged before me on	Date
By Name(s) of Person(s)	
(Seal)	Signature of Notarial Office
	My commission expires:
Acknowledgment in an Re	presentative Capacity
State of Texas )	
State of Texas ) SS) County of Harris )	
This instrument was acknowledged before me on By:	Date:
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
	My commission expires:
ONLINE State/State Version December 9, 2021	6

Lease # and Lessee of Record: V0- 4780-00	004 OXY USA INC.
BY: James Laning, Attorney-in-Fact	(Name and Title of Authorized Agent
pie - 249 ika -	(Signature of Authorized Agent)
Acknowledgment in an	Individual Capacity
State of ) SS)	
County of )	
This instrument was acknowledged before me on	Date
By Name(s) of Person(s)	
(Seal)	Signature of Notarial Offic
	My commission expires:
Acknowledgment in an R	epresentative Capacity
State of Texas )	
County of Harris SS)	
This instrument was acknowledged before me on	Date:
By:	
(Seal)	Signature of Notarial Offic
	My commission expires:
ONLINE State/State version December 9, 2021	e

## EXHIBIT A

Attached to and made a part of that Communitization Agreement dated April 20,	20 <u>22</u>
by and between OXY USA INC, (Operator) OXY USA INC	,
, (Record Title Holders/Lessees of Record) covering	
the Subdivisions : Lots 1-4, E/2W/2	
Sect(s): 7 and 18, Twnshp 22 South, Rnge: 33 East, NMPM Lea	County, NM
Limited in depth fromft toft. (enter here what is granted in pooling	
applicable)	
OPERATOR of Communitized Area: OXY USA INC.	
DESCRIPTION OF LEASES COMMITTED:	
TRACT NO. 1         Lessor:       State of New Mexico acting by and through its Commissioner of Pub         Lesson of Paperth OXY USA INC.	
Lessee of Record: OXY USA INC.	·
Serial No. of Lease: V0-4617-0002         Date of Lease: 4/1/1995	
Description of Lands Committed:	
Subdivisions: Lots 1-4, E/2W/2	
Sect(s): 7Twnshp: 22S, Rng: 33ENMPM_LeaC	County, NM
No. of Acres: <u>305.64</u>	
TRACT NO. 2 Lessor: State of New Mexico acting by and through its Commissioner of Public Land	<u>ls</u>
Lessee of Record: <u>OXY USA INC.</u>	
Serial No. of Lease:         V0-4780-0004         Date of Lease:         8/18/1970	0
Description of Lands Committed:	
Subdivisions: Lots 1-4, E/2W/2	
Sect(s): <u>18</u> Twnshp: <u>22S</u> Rng: <u>33E</u> NMPM Lea Co	ounty, NM
No. of Acres: <u>306.20</u>	
ONLINE State/State version August, 2021	7

# **RECAPITULATION**

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	_305.64	_50%
No. 2	306.20	50%
TOTALS	<u>611.84</u>	100%

ONLINE version August, 2021 State/State

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NM State Land Office Oil, Gas, & Minerals Division	STATE/STATE OR STATE/FEE Revised December 2021
COMMUNITIZATION AGRE	EEMENT
ONLINE Version	
KNOW ALL PERSONS BY THESE PRESENTS:	API #: 30-0_25 48756
STATE OF NEW MEXICO ) Well Name: Senile Felin	es 18_7 State Com #311H
COUNTY OF LEA )	

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before  $1^{st}$  production) April 20 , 2022 by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Wolfcamp

formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE version December 9, 2021

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 undersigned as follows:

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

Subdivisions: Lots 1-4, E/2W/2 \_\_\_\_\_Of Sect(s)? and 18 \_\_\_\_\_Twp: 22S \_\_\_\_\_Rng:\_\_33E \_\_\_\_NMPM \_\_\_\_Lea \_\_\_\_\_County, NM Containing\_611.84 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

ONLINE version December 9, 2021

4. OXY USA INC. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by OXY USA INC.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

ONLINE version December 9, 2021

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals 10. and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

This agreement may be executed in any number of counterparts, no one of which needs to 13. be executed by all parties, or may be ratified or consented to by separate instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: OXY USA INC.

ONLINE version December 9, 2021

BY: James Laning, Attorney	-in-Fact (Name and Title of Authorized Agent)
	(Signature of Authorized Agent)
Acknowledgment	t in an Individual Capacity
State of )	
SS) County of )	
This instrument was acknowledged before n By	ne on Date
Name(s) of Person(s)	
(Seal)	Signature of Notarial Office
	My commission expires:
Acknowledgment in	an Representative Capacity
State of Texas ) SS) County of Harris )	
This instrument was acknowledged before n By:	ne on Date :
Name(s) of Person(s)	
(Seal)	Signature of Notarial Office
	My commission expires:
ONLINE State Version December 9, 2021	State 5

Lease # and Lessee of Record: VO- 4617-00	002 OXY USA INC.
BY: James Laning, Attorney-in-Fact	
	(Signature of Authorized Agent)
Acknowledgment in an	Individual Capacity
State of )	
SS) County of )	
This instrument was acknowledged before me on	Date
By Name(s) of Person(s)	
(Scal)	Signature of Notarial Offic
	My commission expires:
Acknowledgment in an R	epresentative Capacity
State of Texas )	
County of Harris SS)	
This instrument was acknowledged before me on	Date:
By:	
(Scal)	Signature of Notarial Offic
un di	My commission expires:
ONLINE State/State version December 9, 2021	

Lease # and Lessee of Record: <u>V0- 4780-00</u>	004 OXY USA INC.
BY: James Laning, Attorney-in-Fact	
	(Signature of Authorized Agent)
Acknowledgment in an	Individual Capacity
State of ) SS)	
County of )	
This instrument was acknowledged before me on	Date
Ву	
Name(s) of Person(s)	
(Scal)	Signature of Notarial Offic
	My commission expires:
Acknowledgment in an R	epresentative Capacity
State of Texas )	
County of Harris (SS)	
This instrument was acknowledged before me on	Date:
By:	
(Seal)	Signature of Notarial Office
	My commission expires:
ONLINE State/State	e
version December 9, 2021	

### **EXHIBIT A**

Attached to and made a part of that Communitization Agreement dated April 20, 2022
by and between OXY USA INC. , (Operator) OXY USA INC. ,
, (Record Title Holders/Lessees of Record) covering the Subdivisions : Lots 1-4, E/2W/2
Sect(s): 7 and 18 , Twnshp 22 South , Rnge: 33 East , NMPM Lea County, NM
Limited in depth fromft toft. (enter here what is granted in pooling order if
applicable)
OPERATOR of Communitized Area: <u>OXY USA INC.</u>
DESCRIPTION OF LEASES COMMITTED:
TRACT NO. 1         Lessor:       State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record: OXY USA INC.
Serial No. of Lease: <u>V0-4617-0002</u> Date of Lease: <u>4/1/1995</u>
Description of Lands Committed:
Subdivisions: Lots 1-4, E/2W/2
Sect(s): 7Twnshp: 22S, Rng: 33ENMPM LeaCounty, NM
No. of Acres: <u>305.64</u>
TRACT NO. 2 Lessor: <u>State of New Mexico acting by and through its Commissioner of Public Lands</u>
Lessee of Record: OXY USA INC.
Serial No. of Lease: <u>V0-4780-0004</u> Date of Lease: <u>8/18/1970</u>
Description of Lands Committed:
Subdivisions: Lots 1-4, E/2W/2
Sect(s): <u>18</u> Twnshp: <u>22S</u> Rng: <u>33E</u> NMPM LeaCounty, NM
No. of Acres: <u>306.20</u> ONLINE State/State Version August, 2021 7

# **RECAPITULATION**

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	305.64	50%
No. 2	306.20	50%
TOTALS	611.84	100%

ONLINE version August, 2021 State/State

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# NM State Land Office Oil, Gas, & Minerals Division STATE/STATE OR STATE/FEE Revised December 2021 COMMUNITIZATION AGREEMENT ONLINE Version KNOW ALL PERSONS BY THESE PRESENTS: API #: 30-0\_25 - 48748 STATE OF NEW MEXICO ) Well Name: Senile Felines 18\_7 State Com #24H SS) COUNTY OF LEA )

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before  $1^{st}$  production) April 20 , 2022 by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Bone Spring

formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE Version December 9, 2021

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 undersigned as follows:

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

Subdivisions: W/2E/2 and E/2W/2		
_0f Sect(s)? and 18 Rng:_33E NMPM Lea	County, NM	
Containing 640 acres, more or less. It is the judgment of the parties hereto that the	he	
communitization, pooling and consolidation of the aforesaid land into a single unit for development and production of hydrocarbons from the said formation in and under said	the d land is	
necessary and advisable in order to properly develop and produce the hydrocarbons in t	the said	
formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to		
promote the conservation of the hydrocarbons in and that may be produced from said for and under said lands, and would be in the public interest;	ormation in	

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

ONLINE version December 9, 2021

4. OXY USA INC. \_\_\_\_\_\_\_ shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by OXY USA INC.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

ONLINE version December 9, 2021

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: OXY USA INC.

ONLINE version December 9, 2021

BY: James Laning, Attorne	ey-in-Fact (Name and Title of Authorized Agen
	(Signature of Authorized Agent)
Acknowledgme	ent in an Individual Capacity
State of ) SS) County of )	
This instrument was acknowledged before By Name(s) of Person(s)	e me on Date
(Seal)	Signature of Notarial Offic
Acknowledgment	My commission expires:
State of Texas ) SS) County of Harris )	
This instrument was acknowledged before By:	
Name(s) of Person(s)	
(Scal)	Signature of Notarial Office
	My commission expires:
NLINE Sta ersion ecember 9, 2021	te/State 5

Lease # and Lessee of Record: VO- 4617-00	002 OXY USA INC.
BY: James Laning, Attorney-in-Fact	
	(Signature of Authorized Agent)
Acknowledgment in an	Individual Capacity
State of ) SS)	
County of )	
This instrument was acknowledged before me on	Date
By	
Name(s) of Person(s)	
(Seal)	Signature of Notarial Office
	My commission expires:
Acknowledgment in an R State of )	epresentative Capacity
SS) County of )	
This instrument was acknowledged before me on By:	Date:
Name(s) of Person(s)	
(Seal)	Signature of Notarial Office
	My commission expires:
ONLINE State/State Version December 9, 2021	e 6

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Lease # and Lessee of Record: VO- 4780-0	004 OXY USA INC.
BY: James Laning, Attorney-in-Fac	
	(Signature of Authorized Agent)
Acknowledgment in an	Individual Capacity
State of ) SS)	
County of )	
This instrument was acknowledged before me on	Date
By Name(s) of Person(s)	
(Seal)	Signature of Notarial Office
	My commission expires:
Acknowledgment in an R	epresentative Capacity
State of Texas )	
County of Harris SS)	
This instrument was acknowledged before me on By:	Date:
Name(s) of Person(s)	
(Seal)	Signature of Notarial Office
	My commission expires:
ONLINE State/State version December 9, 2021	6

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## EXHIBIT A

Attached to and made a part of that Communitization Agreement dated <u>April 20</u> , 2022
by and between OXY USA INC. , (Operator) OXY USA INC. ,
, (Record Title Holders/Lessees of Record) covering the Subdivisions : <u>W/2E/2, E/2W/2</u>
Sect(s): 7 and 18, Twnshp 22 South, Rnge: 33 East, NMPM Lea County, N
Limited in depth fromft toft. (enter here what is granted in pooling order if applicable)
OPERATOR of Communitized Area: <u>OXY USA INC.</u>
DESCRIPTION OF LEASES COMMITTED:
TRACT NO. 1         Lessor:       State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record: OXY USA INC.
Serial No. of Lease: V0-4617-0002Date of Lease: 4/1/1995Description of Lands Committed:
Subdivisions: <u>W/2E/2, E/2W/2</u>
Sect(s): 7 Twnshp: 22S , Rng: 33E NMPM LeaCounty, NM No. of Acres: 320
TRACT NO. 2 Lessor: State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record: OXY USA INC.
Serial No. of Lease: <u>V0-4780-0004</u> Date of Lease: <u>8/18/1970</u>
Description of Lands Committed:
Subdivisions:
ONLINE State/State version August, 2021

Sect(s): <u>18</u> Twnshp: <u>22S</u> Rng: <u>33E</u> NMPM Lea County, NM

No. of Acres: 320

## **RECAPITULATION**

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	320	50%
No. 2	320	_50%
TOTALS	640	100%

#### STATE/STATE OR STATE/FEE Revised December 2021

#### COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

)

API #: 30-0 25 \_ 48758

STATE OF NEW MEXICO )

Well Name: Senile Felines 18\_7 State Com #312H

COUNTY OF LEA

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before  $1^{st}$  production) April 20 , 2022 by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto":

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Wolfcamp

formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE version December 9, 2021

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 undersigned as follows:

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

Subdivisions:	W/2E/2	and E/2W	//2			
_0f Sect(s)7_2	and 18	Twp: 228	Rng:_33E	NMPM _	Lea	County, NM

Containing\_640\_\_\_\_acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

ONLINE version December 9, 2021

4. OXY USA INC. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by OXY USA INC.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

ONLINE version December 9, 2021

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly 11. authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. 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 instruments, 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.

This agreement shall be binding upon the parties hereto and shall extend to and be binding 14. upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: OXY USA INC.

ONLINE version December 9, 2021 State/State

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OXY USA IN	NC.
BY: James Laning, Attorne	ey-in-Fact <sub>(Name and Title of Authorized Agent)</sub>
Acknowledgm	(Signature of Authorized Agent) Monent in an Individual Capacity
State of ) SS) County of )	
This instrument was acknowledged befo By	ore me on Date
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
	My commission expires:
Acknowledgme	nt in an Representative Capacity
State of Texas ) SS) County of Harris )	
This instrument was acknowledged befor By: <u>James Lanna</u> , Atton Delaware corporation, OI	new on May 25, 2022 Date May-in-Fact OF Oxyusia Inc., a n behalf of said corporation. MB. MD
(Seal)	Signature of Notarial Officer
GINGER BAILEY GARCIA Notary Public, State of Texas Comm. Expires 04-07-2023 Notary ID 130181257	My commission expires: <u>41712023</u>
ONLINE version December 9, 2021	State/State 5

#### OXY USA INC.

#### POWER OF ATTORNEY Effective Date: October 11, 2021

The undersigned, OXY USA INC., a Delaware corporation ("Company"), hereby constitutes and appoints each of Robbie Abraham, Jeff Alvarez, Lauren E. Anderson, Michael Avery, Peter J. Bennett, Nicholas J. Bouterie, Gary W. Carlisle, Babatunde Cole, Douglas Conquest, Matthew C. Cotter, Anthony M. D'Addieco, Austin H. Danford, Bradley S. Dusek, Reid G. Elliott, Saamir Elshihabi, Cody S. Travers, Mark W. Grommesh, Taylor Hall, James G. Hardin, Gerald T. Herrington, Jean Hinton, William C. Irons, India Isbell, Richard A. Jackson, Thomas A. Janiszewski, Don C. Jobe III, Colleen M. Kennedy, Rhett D. LaFleur, James Laning, Tiffany L. McGuire, Kimberly Mendoza-Cooke, Cory Miller, Kelley A. Montgomery, Brian K. Owens, Corey Payne, Danielle Piernot, Andrew R. Poole, Larry O. Sammons, Jason Sevin, John V. Schneider, Ryan Sims, Tyler Sooby, Susan P. Swank, Melanie White, Scott Winter, Samantha Wiselogel, David J. Woest, acting individually, as a true and lawful Attorney-in-Fact of the Company (collectively, the "Attorneys-in-Fact"), for it and in its name, place and stead, to take the actions described below, on behalf and for the exclusive benefit of the Company:

- (1) Execute, acknowledge and deliver any agreements pooling royalty on any or all minerals of this Company under oil, gas and/or other mineral leases with royalty on any or all minerals under oil, gas and/or other mineral leases of third parties;
- (2) Execute, acknowledge and deliver any agreements pooling oil, gas and/or other mineral leases and the rights thereunder of this Company with oil, gas and/or other mineral leases or minerals and rights thereunder of third parties;
- (3) Execute, acknowledge and deliver any agreements providing for the joint or unit development of oil, gas and/or other mineral leases or minerals of this Company with oil, gas and/or other mineral leases or minerals of third parties;
- (4) Execute, acknowledge and deliver any agreements pooling unleased interests in minerals of this Company with unleased mineral rights and/or rights in oil, gas and/or other mineral leases of third parties;
- (5) Execute, acknowledge and deliver any agreements pledging contributions to third parties in connection with the drilling of wells;
- (6) Execute, acknowledge and deliver any agreements subordinating oil, gas and/or other mineral leases or minerals and the rights thereunder of this Company to the rights of third parties;

- (7) Execute, acknowledge and deliver any agreements for the purchase, or exchange, of minerals or oil, gas and/or other mineral leases or interests in minerals or oil, gas and/or other mineral leases and assignments, leases or deeds pursuant thereto;
- (8) Execute, acknowledge and deliver any agreements for the sale, lease or assignment of minerals and/or oil, gas and/or other mineral leases and the necessary instruments pursuant thereto;
- (9) Execute, acknowledge and deliver any agreements for the renting, leasing, licensing, permitting, purchase and/or sale of real property and/or personal property and the necessary instruments pursuant thereto;
- (10) Execute, acknowledge and deliver any division orders and transfer orders covering sale of oil, gas and/or other minerals;
- (11) Execute, acknowledge and deliver any agreements for geological and geophysical exploration work and any other agreements for test well drilling, and any and all other agreements of a functional nature pertaining to the acquisition, exploration, testing, development, and operation of oil, gas and/or other mineral properties;
- (12) Execute, acknowledge and deliver any easements, rights-of-way, servitudes, licenses and permits on lands owned by this Company;
- (13) Execute, acknowledge and deliver any oil, gas and/or other mineral leases on fee lands and on mineral rights in lands of this Company wherever situated;
- (14) Execute, acknowledge and deliver any oil, gas and/or other mineral leases on lands of members of any Tribe of Indians and/or lands of Natives, on mineral interests of any Indian Tribe and/or Native corporation, company, or organization, on public lands and other lands of the United States of America wherever situated, on public lands and other lands of any State and of any subdivision of any State wherever situated, in which this Company is lessee;
- (15) Execute, acknowledge and deliver any oil, gas and/or other mineral leases on any land or mineral interest regardless of ownership wherever situated, in which this Company is lessee;
- (16) Execute, acknowledge and deliver any agreements for the sale of mineral producing properties, oil, gas and/or other mineral leases, and other mineral interests owned by this Company;
- (17) Execute, acknowledge and deliver any assignments, transfers, conveyances, deeds, oil, gas and/or other mineral leases, bills of sale and other instruments in connection with sales of leases, wells and related facilities and/or installations, together with personal property in, on and/or serving the properties sold;

- (18) Execute, acknowledge and deliver any bids, applications and filings for oil, gas and/or other mineral leases on lands of the United States of America and any State owned lands, including such lands embraced within the area called "the Outer Continental Shelf", on lands of any Indian Tribe, on lands of any Native corporation, company or organization;
- (19) Execute, acknowledge and deliver any leases of the surface of lands wherever situated of this Company for agricultural grazing and other purposes;
- (20) Execute, acknowledge and deliver any subleases of rights under surface leases and under oil, gas and/or other mineral leases of this Company;
- (21) Execute, acknowledge and deliver any releases and surrenders of leases, oil, gas and/or other mineral leases and easements in real estate wherever situated;
- (22) Execute, acknowledge and deliver any agreements for consulting services and/or other personal services;
- (23) Execute, acknowledge and deliver any saltwater disposal agreements and right-of-way agreements and agreements for construction of facilities necessary for the functional operation thereof;
- (24) Execute, acknowledge and deliver any development contracts, unit agreements and other agreements relating thereto with the federal, state and local governments and the various departments, agencies and branches thereof;
- (25) Execute, acknowledge and deliver any assignments and/or partial assignments of oil, gas and/or other mineral leases covering federal, state or other lands;
- (26) Execute, acknowledge and deliver any assignments of operating rights and designations of operator under oil, gas and/or other mineral leases covering federal, state or other lands;
- (27) Execute, acknowledge and deliver any indemnity agreements; settlement agreements; bonds and security agreements; farmout and farmin agreements; dry and/or bottom hole contribution agreements; drilling contracts; alliance agreements; pipeline/plant/facility construction, installation, operation and/or service agreements; participation agreements; exploration agreements; broker agreements; surface, mineral and royalty deeds; instruments pertaining to overriding royalty interests; wellbore assignments; term assignments; labor and employment contracts; affidavits; unitization agreements; joint operating agreements; area of mutual interest agreements;
- (28) Execute, acknowledge and deliver any and all other agreements and instruments related or pertaining to the oil, gas and mineral exploration and production business of this Company; and

(29) Execute, acknowledge and deliver any amendments, modifications, supplements, releases, renewals, extensions, cancellations, assignments and transfers of and pertaining to any of the instruments herein set forth.

Said Attorneys-in-Fact are hereby granted full and complete power and authority to execute, acknowledge and deliver such other documents and instruments and to do such things and perform such acts as may be necessary or convenient in connection with the foregoing.

The Company hereby declares that each and every act, matter and thing which shall be given, made and done by the said Attorneys-in-Fact in connection with the exercise of any or all of the aforesaid powers shall be as good, valid and effectual for all intents and purposes as if the same has been given, made and done by the Company, in its corporate presence, and the Company hereby approves, ratifies and confirms whatsoever said Attorneys-in-Fact, or any of them, shall lawfully do or cause to be done within the authority conferred by the foregoing powers as the authorized acts and deeds of the Company.

This Power of Attorney, shall be effective as of the Effective Date provided above and shall remain in full force and effect until duly revoked, in whole or in part, by the Company.

[signature page follows]

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IN WITNESS WHEREOF, the Company has executed this Power of Attorney as of the date first written above.

OXY USA INC.

ma Karathanos By:

Name: Gina Karathanos Title: Assistant Secretary

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Lease # and Lessee of Record: V0- 4617-0002 BY: James Laning, Attorney-in-Fact	2 OXY USA INC. (Name and Title of Authorized Agent)
Acknowledgment in an Inc	(Signature of Authorized Agent)
State of ) SS) County of )	
This instrument was acknowledged before me on	Date
By Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
Μ	y commission expires:
Acknowledgment in an Repr	resentative Capacity
State of ) SS)	
County of )	
	t of oxy usa Inc., a velative
Corporation on behalf of said Cor	poration AD
GINGER BAILEY GARCIA Notary Public, State of Texas Comm. Expires 04-07-2023 Notary ID 130181257	Signature of Notarial Officer (y commission expires: 477/2023
ONLINE State/State version December 9, 2021	6

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4 OXY USA INC.
(Name and Title of Authorized Agent)
(Signature of Authorized Agent) dividual Capacity
Date
Signature of Notarial Officer
resentative Capacity
lay 25, 2022 Date cf of OXY USA INC., a Delawa
provation. A.O
Signature of Notarial Officer In commission expires:

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#### **EXHIBIT A**

Attached to and made a part of that Communitization Agreement dated <u>April 20</u> , 20 <u>22</u>	
by and between OXY USA INC. , (Operator) OXY USA INC.	
, (Record Title Holders/Lessees of Record) covering	_
the Subdivisions : <u>W/2E/2, E/2W/2</u>	
Sect(s): 7 and 18 , Twnshp 22 South , Rnge: 33 East , NMPM Lea Cou	nty, NM
Limited in depth fromft toft. (enter here what is granted in pooling order is applicable)	if
OPERATOR of Communitized Area: <u>OXY USA INC.</u>	
DESCRIPTION OF LEASES COMMITTED:	
TRACT NO. 1         Lessor:       State of New Mexico acting by and through its Commissioner of Public Lan	<u>ds</u>
Lessee of Record: OXY USA INC.	
Serial No. of Lease: V0-4617-0002         Date of Lease: 4/1/1995	
Description of Lands Committed:	
Subdivisions: W/2E/2, E/2W/2	
Sect(s): 7 Twnshp: 22S , Rng: 33E NMPM Lea County	, NM
No. of Acres: <u>320</u>	
TRACT NO. 2 Lessor: State of New Mexico acting by and through its Commissioner of Public Lands	
Lessee of Record: OXY USA INC.	
Serial No. of Lease:         L0-4780-0004         Date of Lease:         8/18/1970	
Description of Lands Committed:	
Subdivisions:W/2E/2, E/2W/2	_
ONLINE State/State version August, 2021	7

Sect(s): <u>18</u> Twnshp: <u>22S</u> Rng: <u>33E</u> NMPM Lea County, NM

No. of Acres: 320

#### **RECAPITULATION**

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	_320	50%
No. 2	320	50%
TOTALS	640	100%

ONLINE version August, 2021 State/State

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From:	Engineer, OCD, EMNRD
To:	Musallam, Sandra C; Schenkel, Beth V
Cc:	McClure, Dean, EMNRD; Kautz, Paul, EMNRD; Wrinkle, Justin, EMNRD; Powell, Brandon, EMNRD; lisa@rwbyram.com; Dawson, Scott
Subject:	Approved Administrative Order PLC-596-D
Date:	Thursday, June 16, 2022 3:31:58 PM
Attachments:	PLC596D Order.pdf

NMOCD has issued Administrative Order PLC-596-D which authorizes Oxy USA, Inc. (16696) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool Code
wen Al I	wen Name	<u>W/2</u>	30-22S-33E	Coue
30-025-45927	Avogato 30 31 State Com #32H	W/2 W/2	31-22S-33E	51683
		W/2	30-22S-33E	
30-025-45956	Avogato 30 31 State Com #11H	W/2	31-228-33E	51687
		W/2	30-22S-33E	
30-025-45957	Avogato 30 31 State Com #12H	W/2	31-22S-33E	51687
		W/2	30-22S-33E	
30-025-45958	Avogato 30 31 State Com #13H	<b>W</b> /2	31-22S-33E	51687
20.025.45050		E/2	30-22S-33E	E1 (0E
30-025-45959	Avogato 30 31 State Com #14H	<b>E/2</b>	31-22S-33E	51687
20.025.45024		W/2	30-22S-33E	=1 (0=
30-025-45924	Avogato 30 31 State Com #21H	<b>W</b> /2	31-22S-33E	51687
20.025.45025		W/2	30-22S-33E	E1 (0E
30-025-45925	Avogato 30 31 State Com #22H	<b>W</b> /2	31-22S-33E	51687
20.025.4502(		<b>W</b> /2	30-22S-33E	E1 (0E
30-025-45926	Avogato 30 31 State Com #23H	<b>W</b> /2	31-22S-33E	51687
20.025.450(0	Arranda 20 21 State Corre #2411	E/2	30-22S-33E	51(07
30-025-45960	Avogato 30 31 State Com #24H	<b>E/2</b>	31-22S-33E	51687
20.025.450(1	Averate 20 21 State Com #2511	E/2	30-22S-33E	51(07
30-025-45961	Avogato 30 31 State Com #25H	<b>E/2</b>	31-22S-33E	51687
20.025.45020	Averate 20 21 State Com #2111	<b>W</b> /2	30-22S-33E	51(07
30-025-45929	Avogato 30 31 State Com #31H	<b>W</b> /2	31-22S-33E	51687
30-025-45928	Avogato 30 31 State Com #33H	W/2	30-22S-33E	51687
30-023-43720	Avogato 50 51 State Com #5511	<b>W</b> /2	31-22S-33E	51007
30-025-45930	Avogato 30 31 State Com #34H	<b>E/2</b>	30-22S-33E	51687
30-023-43730	Avogato 50 51 State Colli #5411	<b>E/2</b>	31-22S-33E	51007
30-025-45923	Avogato 30 31 State Com #4H	<b>E/2</b>	30-22S-33E	51687
30-023-43723		<b>E/2</b>	31-22S-33E	51007
30-025-45964	Avogato 30 31 State Com #74H	<b>E/2</b>	30-22S-33E	51687
30-023-43704	Avogato 50 51 State Colli #7411	<b>E/2</b>	31-22S-33E	51007
30-025-45931	Avogato 30 31 State Com #35H	<b>E/2</b>	30-22S-33E	<b>98177</b>
00 040 10/01	Trogato do di State Com noom	E/2	31-22S-33E	20177
<b>30-025-44193</b> Red Tank <b>30 31 State Com #14H</b>	Red Tank 30 31 State Com #14H	E/2 E/2	30-22S-33E	51687
		E/2 E/2	31-22S-33E	01007
30-025-44161 Red Tank 30 31 State Cor	Red Tank 30 31 State Com #24Y	E/2 E/2	30-22S-33E	51687
	Accuration of our commercial	E/2 E/2	31-22S-33E	01007
30-025-44063	Red Tank 30 31 State Com #34H	E/2 E/2	30-22S-33E	51687
		E/2 E/2	31-22S-33E	
30-025-41885	Red Tank 31 State #5H	N/2 N/2	31-22S-33E	51687

20 025 49745	Senile Felines 18 7 State Com	W/2	7-22S-33E	51(07	
30-025-48745	#21H	<b>W</b> /2	18-22S-33E	51687	
30-025-48746	Senile Felines 18 7 State Com	W/2	7-22S-33E	51(07	
	#22H	<b>W</b> /2	18-22S-33E	51687	
	Senile Felines 18 7 State Com	W/2	7-22S-33E	E1(07	
30-025-48747	#23H	<b>W</b> /2	18-22S-33E	51687	
	Senile Felines 18 7 State Com	W/2	7-22S-33E	004 -	
30-025-48756	#311H	<b>W</b> /2	18-22S-33E	98177	
20.025.40551	Senile Felines 18 7 State Com	W/2	7-22S-33E	00177	
30-025-48751	#31H	<b>W</b> /2	18-22S-33E	98177	
20.025.40552	Senile Felines 18 7 State Com	W/2	7-22S-33E	00155	
30-025-48752	#32H	<b>W</b> /2	18-22S-33E	98177	
		<b>BCFGJKN</b>	7-22S-33E 18-22S-33E	51687	
30-025-48748	Senile Felines 18 7 State Com #24H	0			
50-025-40740		<b>BCFGJKN</b>		51007	
		0	10 225 001		
	Senile Felines 18 7 State Com #312H	BCFGJKN	7-228-33E 98		
30-025-48758				98177	
		BCFGJKN O	18-22S-33E	E	
	Senile Felines 18 7 State Com	<u> </u>	7-22S-33E		
30-025-48749	#25H	E/2 E/2	18-22S-33E	51687	
	Senile Felines 18 7 State Com	E/2 E/2	7-22S-33E		
30-025-48750	#26H	E/2 E/2	18-22S-33E	51687	
	Senile Felines 18 7 State Com	E/2 E/2	7-22S-33E		
30-025-48754	#34H	E/2 E/2	18-22S-33E	<b>98177</b>	
30-025-48755	Senile Felines 18 7 State Com	E/2	7-22S-33E	<b>98177</b>	
	#35H	E/2	18-22S-33E		
30-025-48757	Senile Felines 18 7 State Com	E/2	7-22S-33E	98177	
00 020 10/07	#313H	<b>E/2</b>	18-22S-33E		

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

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

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

From:	Musallam, Sandra C
То:	McClure, Dean, EMNRD
Cc:	Schenkel, Beth V; Mathew, Roni; Delach, Amber T
Subject:	[EXTERNAL] RE: RE: application to amend PLC-596-C
Date:	Friday, June 10, 2022 11:02:37 AM
Attachments:	image001.png
	Avogato30 31StateCom32H C103 NOI Pool Submitted6.10.22.pdf

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

Hello Dean,

A C-103 sundry requesting a pool change for Avogato 32H to be updated to Red Tank BS East (51687) has been filed (attached). OCD submission ID# is 115790.

The Comm Agreements list the generic formation, so 32H will remain in PUN 1380825.

Thank you,

Sandra Musallam Regulatory Engineer – Compliance Lead 713-366-5106 (office) 713-504-8577 (cell)

From: McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Sent: Friday, June 10, 2022 11:46 AM
To: Musallam, Sandra C Sandra\_Musallam@oxy.com
Cc: Schenkel, Beth V Beth\_Schenkel@oxy.com; Mathew, Roni Roni\_Mathew@oxy.com; Delach, Amber T
<Amber\_Delach@oxy.com>
Subject: RE: [EXTERNAL] RE: application to amend PLC-596-C

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

Sandra,

Do you have an update regarding the Avogato 32H? I think the primary question at this point is whether it will remain reporting allocation to PUN 1380825 after its pool is updated to 51687 or if it will be updated to allocate to PUN 1378301. That is unless there is something about this well which may not have been immediately clear to our District Geologist when he reviewed the well last week and determined that it is producing from pool 51687.

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

From: Musallam, Sandra C <<u>Sandra\_Musallam@oxy.com</u>>
Sent: Tuesday, June 7, 2022 8:37 PM
To: McClure, Dean, EMNRD <<u>Dean.McClure@state.nm.us</u>>
Cc: Schenkel, Beth V <<u>Beth\_Schenkel@oxy.com</u>>; Mathew, Roni <<u>Roni\_Mathew@oxy.com</u>>; Delach, Amber

#### T <<u>Amber\_Delach@oxy.com</u>>

Subject: [EXTERNAL] RE: application to amend PLC-596-C

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

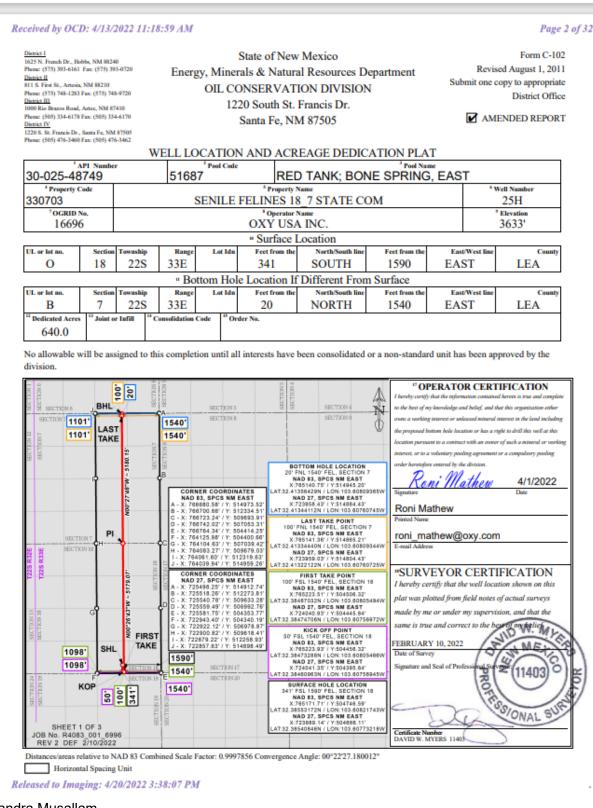
Hello Dean,

Per our conversation, below are the updates on Avogato 32H and Senile Felines 25H pools.

Avogato 32H – we will confirm pool (Bone Spring or Bone Spring East) with Amber when she returns early next week.

Senile Felines 25H – an amended APD was received by NMOCD on 4/13/2022 with updated C-102 with Red Tank, Bone Spring, East (51687). It appears that NMOCD will need to update the pool to Red Tank, BS East.

Thanks!



Sandra Musallam Regulatory Engineer – Compliance Lead 713-366-5106 (office) 713-504-8577 (cell)

From: McClure, Dean, EMNRD <<u>Dean.McClure@state.nm.us</u>>

Sent: Friday, June 3, 2022 8:13 AM
To: Musallam, Sandra C <<u>Sandra\_Musallam@oxy.com</u>>
Cc: Schenkel, Beth V <<u>Beth\_Schenkel@oxy.com</u>>
Subject: [EXTERNAL] application to amend PLC-596-C

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

Sandra,

Is it correct that Oxy wishes to withdraw their application to amend PLC-596-C submitted under Action ID: 102774 and replace it with the application submitted under Action ID: 108077?

It looks like reference was made to Action ID: 102774 within the notice letter sent for Action ID: 108077, but I am unsure if there is any dependency upon Action ID: 102774.

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

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

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

#### ORDER NO. PLC-596-D

#### <u>ORDER</u>

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

#### FINDINGS OF FACT

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

Order No. PLC-596-D

#### **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.

#### <u>ORDER</u>

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

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

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

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

- 2. This Order supersedes Order PLC-596-C.
- 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, this Order shall terminate on the date of such action.

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

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

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

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

Order No. PLC-596-D

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 or lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, 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



DATE: 6/16/2022

#### State of New Mexico Energy, Minerals and Natural Resources Department

## **Exhibit** A

Order: PLC-596-D Operator: Oxy USA, Inc. (16696) Central Tank Battery: Avogato 30 31 State Battery Central Tank Battery Location: Unit A, Section 30, Township 22 South, Range 33 East Gas Title Transfer Meter Location:

Pools	
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Pool Name	<b>Pool Code</b>
<b>RED TANK; BONE SPRING, EAST</b>	51687
WC-025 G-09 S223332A; UPR WOLFCAMP	<b>98177</b>

Leases as defined in 19.15.12.7(C) NMAC		
Lease	UL or Q/Q	S-T-R
CA Bone Spring NMSLO 1366786	E/2 E/2	30-22S-33E
CA bone Spring NMSLO 1500/80	E/2 E/2	31-22S-33E
CA Bone Spring NMSLO 1378315	E/2	30-22S-33E
CA Done Spring NMSLO 1576515	<b>E/2</b>	31-22S-33E
CA Welfaamp NMSI O 1278891	E/2	30-22S-33E
CA Wolfcamp NMSLO 1378881	<b>E/2</b>	31-22S-33E
CA Bone Spring NMSLO 1378301	<b>W</b> /2	30-22S-33E
CA Done Spring NMSLO 1576501	<b>W</b> /2	31-22S-33E
CA Dono Spring NMSL O 1200025	W/2	30-22S-33E
CA Bone Spring NMSLO 1380825	<b>W</b> /2	31-22S-33E
VO 35272	N/2 N/2	31-22S-33E
VO 46170002	All	7-22S-33E
LO 47800004	All	18-22S-33E

#### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30 025 45027	25-45927 Avogato 30 31 State Com #32H	<b>W</b> /2	30-22S-33E	51683
30-023-43727		<b>W</b> /2	31-22S-33E	51005
30-025-45956	Avogato 30 31 State Com #11H	<b>W</b> /2	30-22S-33E	51687
30-023-43730		<b>W</b> /2	31-22S-33E	5100/
30-025-45957	Avogato 30 31 State Com #12H	<b>W</b> /2	30-22S-33E	51687
		<b>W</b> /2	31-22S-33E	51007
30 025 45058	0-025-45958 Avogato 30 31 State Com #13H	<b>W</b> /2	30-22S-33E	51687
30-023-43730		<b>W</b> /2	31-22S-33E	
30-025-45959	Avogato 30 31 State Com #14H	<b>E/2</b>	30-22S-33E	51687
		<b>E/2</b>	31-22S-33E	51007
30-025-45924	Avogato 30 31 State Com #21H	<b>W</b> /2	30-22S-33E	51687
		<b>W</b> /2	31-22S-33E	51007
30-025-45925	Avogato 30 31 State Com #22H	W/2	30-22S-33E	51687
		<b>W</b> /2	31-22S-33E	3100/

ORDER NO. PLC-596-D

30-025-45926	Avogato 30 31 State Com #23H	<b>W</b> /2	30-22S-33E	51687
00 010 10/10	intogato do di State Commenti	<b>W</b> /2	31-22S-33E	51007
30-025-45960	Avogato 30 31 State Com #24H	E/2	30-22S-33E	51687
30-023-43700	Avogato 50 51 State Com #2411	<b>E/2</b>	31-22S-33E	51007
20.025.450(1	A 4- 20 21 State Com. #2511	E/2	30-22S-33E	51(07
30-025-45961	Avogato 30 31 State Com #25H	E/2	31-22S-33E	51687
		W/2	30-22S-33E	
30-025-45929	Avogato 30 31 State Com #31H	W/2	31-22S-33E	51687
		W/2	30-22S-33E	
30-025-45928	Avogato 30 31 State Com #33H	W/2	31-22S-33E	51687
		E/2	30-22S-33E	
30-025-45930	Avogato 30 31 State Com #34H	E/2 E/2	31-22S-33E	51687
		E/2 E/2	30-22S-33E	
30-025-45923	Avogato 30 31 State Com #4H			51687
		E/2	31-22S-33E	
30-025-45964	Avogato 30 31 State Com #74H	E/2	30-22S-33E	51687
	8	E/2	31-22S-33E	
30-025-45931	Avogato 30 31 State Com #35H	E/2	30-22S-33E	<b>98177</b>
		E/2	31-22S-33E	20177
30-025-44193	Red Tank 30 31 State Com #14H	E/2 E/2	30-22S-33E	51687
50-025-44175	Keu Taik 50 51 State Com #1411	E/2 E/2	31-22S-33E	51007
20 025 441(1	Ded Tark 20 21 State Com #24V	E/2 E/2	30-22S-33E	51(07
30-025-44161	Red Tank 30 31 State Com #24Y	E/2 E/2	31-22S-33E	51687
		E/2 E/2	30-22S-33E	
30-025-44063	Red Tank 30 31 State Com #34H	E/2 E/2	31-22S-33E	51687
30-025-41885	Red Tank 31 State #5H	N/2 N/2	31-22S-33E	51687
		W/2	7-22S-33E	
30-025-48745	Senile Felines 18 7 State Com #21H	W/2	18-22S-33E	51687
		W/2	7-22S-33E	
30-025-48746	Senile Felines 18 7 State Com #22H	W/2	18-22S-33E	51687
		W/2	7-22S-33E	
30-025-48747	Senile Felines 18 7 State Com #23H			51687
		W/2	18-22S-33E	
30-025-48756	Senile Felines 18 7 State Com #311H	W/2	7-22S-33E	<b>98177</b>
		W/2	18-22S-33E	
30-025-48751	Senile Felines 18 7 State Com #31H	W/2	7-22S-33E	<b>98177</b>
		W/2	18-22S-33E	
30-025-48752	Senile Felines 18 7 State Com #32H	<b>W</b> /2	7-22S-33E	<b>98177</b>
		<b>W</b> /2	18-22S-33E	20177
30-025-48748	Senile Felines 18 7 State Com #24H	<b>BCFGJKNO</b>	7-22S-33E	51687
50-025-40740	Senite Fenites 107 State Com #2411	<b>BCFGJKNO</b>	18-22S-33E	51007
30-025-48758	Senile Felines 18 7 State Com #312H	<b>BCFGJKNO</b>	7-22S-33E	<b>98177</b>
30-023-40/30	Senne Fennes 16 / State Com #312H	BCFGJKNO	18-22S-33E	901//
20.025.40540	Sanila Faliman 19.7 State Come #2511	E/2	7-22S-33E	51(07
30-025-48749	5-48749 Senile Felines 18 7 State Com #25H	E/2	18-22S-33E	51687
<b>30-025-48750</b> Senile Felines 18 7 State		E/2	7-22S-33E	E1 (0=
	Senile Felines 18 7 State Com #26H	E/2	18-22S-33E	51687
	Senile Felines 18 7 State Com #34H	E/2	7-22S-33E	
30-025-48754		E/2	18-22S-33E	<b>98177</b>
		E/2	7-22S-33E	98177
30-025-48755	Senile Felines 18 7 State Com #35H	E/2 E/2	18-22S-33E	
		Ľ/ Z	10-223-33E	

ORDER NO. PLC-596-D

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30-025-48757	Senile Felines 18 7 State Com #313H	<b>E/2</b>	7-22S-33E	98177
		<b>E/2</b>	18-22S-33E	

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#### State of New Mexico Energy, Minerals and Natural Resources Department

## **Exhibit B**

Order: PLC-596-D Operator: Oxy USA, Inc. (16696)

	<b>Pooled Areas</b>			
Pooled Area	UL or Q/Q	S-T-R	Acres	Poolec Area I
CA Bono Spring NMSLO	W/2	7-22S-33E	611.84	
CA Bone Spring NMSLO	W/2	18-22S-33E		Α
CA Walfaame NMSLO	W/2	7-22S-33E	(11.04	D
CA Wolfcamp NMSLO	W/2	18-22S-33E	611.84	B
CA Darra Sarria - NMCLO	BCFGJKNO	7-22S-33E	(40	C
CA Bone Spring NMSLO	BCFGJKNO	18-22S-33E	640	С
CA Welfeerer NMCLO	BCFGJKNO	7-22S-33E	(40	D
CA Wolfcamp NMSLO	BCFGJKNO	18-22S-33E	640	D
	E/2	7-22S-33E	640	Б
CA Bone Spring NMSLO	E/2	18-22S-33E		E
CA Wolfcamp NMSLO	E/2	7-22S-33E	(40	Б
	E/2	18-22S-33E	640	F

#### **Leases Comprising Pooled Areas**

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
VO 46170002	W/2	7-22S-33E	305.64	Α
LO 47800004	W/2	18-22S-33E	306.2	Α
VO 46170002	W/2	7-22S-33E	305.64	В
LO 47800004	W/2	18-22S-33E	306.2	В
VO 46170002	BCFGJKNO	7-22S-33E	320	С
LO 47800004	BCFGJKNO	18-22S-33E	320	С
VO 46170002	BCFGJKNO	7-22S-33E	320	D
LO 47800004	BCFGJKNO	18-22S-33E	320	D
VO 46170002	E/2	7-22S-33E	320	E
LO 47800004	E/2	18-22S-33E	320	E
VO 46170002	E/2	7-22S-33E	320	F
LO 47800004	E/2	18-22S-33E	320	F

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

811 S. First St., Artesia, NM 88210 Phone:(575) 748-1283 Fax:(575) 748-9720

District III

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

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

Operator:	OGRID:	
OXY USA INC	16696	
P.O. Box 4294	Action Number:	
Houston, TX 772104294 108077		
	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.	6/16/2022

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