

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

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B
Revised August 1, 2011

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

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: OXY USA INC
OPERATOR ADDRESS: PO BOX 4294 HOUSTON, TX 77210

APPLICATION TYPE:
[ ] Pool Commingling [ ] Lease Commingling [x] Pool and Lease Commingling [ ] Off-Lease Storage and Measurement (Only if not Surface Commingled)
LEASE TYPE: [ ] Fee [ ] State [x] Federal

Is this an Amendment to existing Order? [x] Yes [ ] No If "Yes", please include the appropriate Order No. PLC-898
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling
[x] Yes [ ] No

(A) POOL COMMINGLING
Please attach sheets with the following information

Table with 6 columns: (1) Pool Names and Codes, Gravities / BTU of Non-Commingled Production, Calculated Gravities / BTU of Commingled Production, Calculated Value of Commingled Production, Volumes. Row 1: SEE ATTACHED

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

(B) LEASE COMMINGLING
Please attach sheets with the following information

(1) Pool Name and Code.
(2) Is all production from same source of supply? [ ] Yes [ ] No
(3) Has all interest owners been notified by certified mail of the proposed commingling? [ ] Yes [ ] No
(4) Measurement type: [ ] Metering [ ] Other (Specify)

(C) POOL and LEASE COMMINGLING
Please attach sheets with the following information

(1) Complete Sections A and E.

(D) OFF-LEASE STORAGE and MEASUREMENT
Please attached sheets with the following information

(1) Is all production from same source of supply? [ ] Yes [ ] No
(2) Include proof of notice to all interest owners.

(E) ADDITIONAL INFORMATION (for all application types)
Please attach sheets with the following information

(1) A schematic diagram of facility, including legal location.
(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.
(3) Lease Names, Lease and Well Numbers, and API Numbers.

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

SIGNATURE: [Signature] TITLE: REGULATORY ENGINEER DATE: 09/15/2023
TYPE OR PRINT NAME SANDRA MUSALLAM TELEPHONE NO.: 713-366-5106
E-MAIL ADDRESS: SANDRA\_MUSALLAM@OXY.COM

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

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



**ADMINISTRATIVE APPLICATION CHECKLIST**

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

**Applicant:** OXY USA INC. **OGRID Number:** 16696  
**Well Name:** CHUCK SMITH MDP1 8\_17 FED COM 2H & MULTIPLE **API:** 30-015-54049 & MULTIPLE  
**Pool:** PURPLE SAGE;WOLFCAMP (GAS) & MULTIPLE **Pool Code:** 98220 & MULTIPLE

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

- 1) **TYPE OF APPLICATION:** Check those which apply for [A]  
 A. Location – Spacing Unit – Simultaneous Dedication  
 NSL       NSP (PROJECT AREA)       NSP (PRORATION UNIT)       SD

- B. Check one only for [ I ] or [ II ]  
 [ I ] Commingling – Storage – Measurement  
 DHC     CTB     PLC     PC     OLS     OLM    AMENDMENT TO PLC 898  
 [ II ] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery  
 WFX     PMX     SWD     IPI     EOR     PPR

- 2) **NOTIFICATION REQUIRED TO:** Check those which apply.  
 A.  Offset operators or lease holders  
 B.  Royalty, overriding royalty owners, revenue owners  
 C.  Application requires published notice  
 D.  Notification and/or concurrent approval by SLO  
 E.  Notification and/or concurrent approval by BLM  
 F.  Surface owner  
 G.  For all of the above, proof of notification or publication is attached, and/or,  
 H.  No notice required

**FOR OCD ONLY**

Notice Complete

Application Content Complete

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

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

SANDRA MUSALLAM

Print or Type Name

Signature

03/15/2023  
Date

713-366-5106  
Phone Number

SANDRA\_MUSALLAM@OXY.COM  
e-mail Address

**APPLICATION FOR POOL AND LEASE COMMINGLE, OFF-LEASE MEASUREMENT, SALES AND STORAGE**  
**Commingle proposal for oil production at Sand Dunes South Corridor Facility Train #1**

OXY USA INC requests to amend PLC 898 for oil production at the Sand Dunes South Corridor Facility (B 18 T24S R31E) Train #1. Chuck Smith MDP1 8 17 Fed Com wells listed below will be added to Train #1.

Wells feeding the Sand Dunes South Corridor Facility Train #1 are listed below.

*This commingle permit request includes the existing and future wells of the leases/CAs and pools listed below.*

**Wells to add to Train #1**

**12.5% BLM ROYALTY - POOL: COTTON DRAW; BONE SPRING (13367)**

LEASE NUMBER	WELL NAME	API	SURFACE LOCATION	DATE ONLINE	EST OIL (BPD)	EST GRAVITY API	EST GAS (MSCFD)	EST BTU/CF	EST WATER (BPD)
CA PENDING 50% NMNM089172 50% NMNM142696	CHUCK SMITH MDP1 8 17 FED COM 4H	30-015-54092	B-08-24S-31E	Dec-2023	896	46.0	2117	1300	1591
CA PENDING 50% NMNM089172 50% NMNM142696	CHUCK SMITH MDP1 8 17 FED COM 5H	30-015-54050	B-08-24S-31E	Dec-2023	896	46.0	2117	1300	1591
CA PENDING 50% NMNM089172 6.25% NMNM142692 43.75% NMNM142143	CHUCK SMITH MDP1 8 17 FED COM 21H	30-015-54093	M-05-24S-31E	Dec-2023	821	46.0	1941	1300	1458
CA PENDING 50% NMNM089172 6.25% NMNM142692 43.75% NMNM142143	CHUCK SMITH MDP1 8 17 FED COM 22H	30-015-54097	N-08-24S-31E	Dec-2023	797	46.0	1884	1300	1416
CA PENDING 50% NMNM089172 6.25% NMNM142692 43.75% NMNM142143	CHUCK SMITH MDP1 8 17 FED COM 23H	30-015-	N-05-24S-31E	Dec-2023	797	46.0	1884	1300	1416
CA PENDING 50% NMNM089172 50% NMNM142696	CHUCK SMITH MDP1 8 17 FED COM 44H	30-015-54091	O-05-24S-31E	TBD 2024	797	46.0	1884	1300	1416

**12.5% BLM ROYALTY - POOL: PURPLE SAGE; WOLFCAMP (98220)**

LEASE NUMBER	WELL NAME	API	SURFACE LOCATION	DATE ONLINE	EST OIL (BPD)	EST GRAVITY API	EST GAS (MSCFD)	EST BTU/CF	EST WATER (BPD)
CA PENDING 50% NMNM089172 6.25% NMNM142692 43.75% NMNM142143	CHUCK SMITH MDP1 8 17 FED COM 2H	30-015-54049	C-08-24S-31E	TBD 2024	484	49.0	3856	1288	2347
CA PENDING 50% NMNM089172 50% NMNM142696	CHUCK SMITH MDP1 8 17 FED COM 3H	30-015-54096	C-08-24S-31E	TBD 2024	484	49.0	3856	1288	2347
CA PENDING 50% NMNM089172 50% NMNM142696	CHUCK SMITH MDP1 8 17 FED COM 24H	30-015-54047	O-05-24S-31E	Dec-2023	484	49.0	3856	1288	2347
CA PENDING 50% NMNM089172 50% NMNM142696	CHUCK SMITH MDP1 8 17 FED COM 25H	30-015-54094	O-05-24S-31E	Dec-2023	484	49.0	3856	1288	2347
CA PENDING 50% NMNM089172 50% NMNM142696	CHUCK SMITH MDP1 8 17 FED COM 26H	30-015-54095	O-05-24S-31E	Dec-2023	498	49.0	3972	1288	2417

\*Production is estimated 6 month average

## Existing wells at Train #1

## 12.5% BLM ROYALTY - POOL: COTTON DRAW;BONE SPRING (13367)

LEASE NUMBER	WELL NAME	API	SURFACE LOCATION	DATE ONLINE	OIL (BPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BPD)
CA NMNM 138992 50% NMNM82896 50% NMNM97133	NIMITZ MDP1 12 FEDERAL 1H	30-015-44526	M-12-24S-30E	Jun-2018	107	42.8	588	1334	427
CA NMNM 138992 50% NMNM82896 50% NMNM97133	NIMITZ MDP1 12 FEDERAL 2H	30-015-44580	C-13-24S-30E	Jun-2018	66	42.8	533	1265	209
CA NMNM 138995 50% NMNM82896 50% NMNM97133	NIMITZ MDP1 12 FEDERAL 9H	30-015-44581	C-13-24S-30E	Jun-2018	108	42.8	484	1274	226
CA NMNM 138996 75% NMNM82896 25% NMNM120897	NIMITZ MDP1 13 FEDERAL COM 2H	30-015-44498	P-12-24S-30E	Aug-2018	39	43.5	152	1263	147
CA NMNM 138997 75% NMNM82896 25% NMNM136214	NIMITZ MDP1 13 FEDERAL COM 3H	30-015-44525	M-07-24S-31E	Aug-2018	38	43.1	193	1288	123
CA NMNM137968 50% NMNM82904 50% NMNM57273	PALLADIUM MDP1 7- 6 FEDERAL COM 1H	30-015-44298	M-07-24S-31E	Feb-2018	90	40.8	370	1337	370
CA NMNM137968 50% NMNM82904 50% NMNM57273	PALLADIUM MDP1 7- 6 FEDERAL COM 2H	30-015-44299	C-18-24S-31E	Feb-2018	118	40.5	317	1338	302
CA NMNM137685 50% NMNM82904 50% NMNM57273	PALLADIUM MDP1 7- 6 FEDERAL COM 3Y	30-015-44457	C-18-24S-31E	Dec-2017	89	40.4	380	1289	281
CA NMNM137601 50% NMNM82904 50% NMNM57273	PALLADIUM MDP1 7- 6 FEDERAL COM 6H	30-015-44293	M-08-24S-31E	Nov-2017	63	41.6	577	1325	203
NMNM89172	PATTON MDP1 17 FEDERAL 1H	30-015-44459	N-08-24S-31E	Apr-2018	31	42.3	309	1306	93
NMNM89172	PATTON MDP1 17 FEDERAL 2H	30-015-44460	N-08-24S-31E	Apr-2018	43	41.9	342	1278	156
NMNM89172	PATTON MDP1 17 FEDERAL 3H	30-015-44496	N-08-24S-31E	Apr-2018	59	41.1	406	1289	153
NMNM89172	PATTON MDP1 17 FEDERAL 4H	30-015-44497	O-08-24S-31E	Apr-2018	34	41.2	268	1289	102
NMNM89172	PATTON MDP1 17 FEDERAL 5H	30-015-44444	P-08-24S-31E	Mar-2018	39	41.6	220	1298	120
NMNM89172	PATTON MDP1 17 FEDERAL 6H	30-015-44445	B-18-24S-31E	Mar-2018	45	41.6	225	1274	160
NMNM89819	PATTON MDP1 18 FED 23H	30-015-44316	B-18-24S-31E	Dec-2017	32	43.5	166	1335	130
NMNM89819	PATTON MDP1 18 FED 33H	30-015-44338	B-18-24S-31E	Dec-2017	40	43.2	651	1330	35
NMNM89819	PATTON MDP1 18 FED 73H	30-015-44318	M-07-24S-31E	Dec-2017	53	42.8	250	1318	371
NMNM89819	PATTON MDP1 18 FEDERAL 1H	30-015-44317	C-18-24S-31E	Feb-2018	35	41.5	188	1302	108
NMNM89819	PATTON MDP1 18 FEDERAL 2H	30-015-44337	C-18-24S-31E	Dec-2017	37	41.5	301	1321	142
NMNM89819	PATTON MDP1 18 FEDERAL 3H	30-015-44333	A-18-24S-31E	Dec-2017	11	41.7	410	1324	40
NMNM89819	PATTON MDP1 18 FEDERAL 5H	30-015-44272	A-18-24S-31E	Dec-2017	32	41.2	218	1275	96
NMNM89819	PATTON MDP1 18 FEDERAL 7H	30-015-44273	M-18-24S-31E	Dec-2017	38	41.5	286	1289	105

LEASE NUMBER	WELL NAME	API	SURFACE LOCATION	DATE ONLINE	OIL (BPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BPD)
CA NMNM138291 37.5% NMNM104730 12.5% NMNM82904 37.5% NMNM142143 (former NMNM29234) 12.5% NMNM142692 (former NMNM63757)	SUNRISE MDP1 8-5 FEDERAL COM 1H	30-015-44369	M-08-24S-31E	Mar-2018	195	41.1	569	1335	195
CA NMNM138291 37.5% NMNM104730 12.5% NMNM82904 37.5% NMNM142143 (former NMNM29234) 12.5% NMNM142692 (former NMNM63757)	SUNRISE MDP1 8-5 FEDERAL COM 2H	30-015-44395	N-08-24S-31E	Mar-2018	72	41.4	506	1338	196
CA NMNM138294 50% NMNM142143 (former NMNM29234) 50% NMNM104730	SUNRISE MDP1 8-5 FEDERAL COM 3H	30-015-44474	N-08-24S-31E	Apr-2018	69	40.5	402	1284	149
CA NMNM138295 50% NMNM142696 (former NMNM31963) 50% NMNM104730	SUNRISE MDP1 8-5 FEDERAL COM 4H	30-015-44475	N-08-24S-31E	Apr-2018	65	41.1	384	1291	199
CA NMNM138296 50% NMNM142696 (former NMNM31963) 50% NMNM104730	SUNRISE MDP1 8-5 FEDERAL COM 5H	30-015-44476	N-08-24S-31E	Mar-2018	77	41.0	368	1303	222
CA NMNM138296 50% NMNM142696 (former NMNM31963) 50% NMNM104730	SUNRISE MDP1 8-5 FEDERAL COM 6H	30-015-44473	N-08-24S-31E	Mar-2018	84	41.0	530	1265	222

**12.5% BLM ROYALTY - POOL: PURPLE SAGE;WOLFCAMP GAS (98220)**

LEASE NUMBER	WELL NAME	API	SURFACE LOCATION	DATE ONLINE	OIL (BPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BPD)
NMNM89819	PATTON MDP1 18 FEDERAL 6H	30-015-43854	A-18-24S-31E	Nov-2016	59	44.4	327	1303	220
NMNM89172	PATTON MDP1 17 FEDERAL 171H	30-015-44989	C-17-24S-31E	Nov-2018	29	44.5	160	1303	144
NMNM89172	PATTON MDP1 17 FEDERAL 172H	30-015-44990	C-17-24S-31E	Nov-2018	74	44.4	261	1303	250
NMNM89172	PATTON MDP1 17 FEDERAL 173H	30-015-44991	C-17-24S-31E	Nov-2018	85	43.6	240	1303	271
NMNM89172	PATTON MDP1 17 FEDERAL 174H	30-015-45077	B-17-24S-31E	Nov-2018	98	44.3	202	1303	225
NMNM89172	PATTON MDP1 17 FEDERAL 175H	30-015-45078	B-17-24S-31E	Nov-2018	97	44.4	193	1303	366
NMNM89172	PATTON MDP1 17 FEDERAL 176H	30-015-45079	A-17-24S-31E	Nov-2018	0	44.5	0	1303	0

LEASE NUMBER	WELL NAME	API	SURFACE LOCATION	DATE ONLINE	OIL (BPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BPD)
CA NMNM105766133 PENDING 43.8% NMNM104730 6.25% NMNM82904 43.7% NMNM142143 6.25% NMNM142692 (former NMNM63757)	SUNRISE MDP1 8-5 Fed 171H	30-015-44930	C-17-24S-31E	Jun-2019	103	44.4	280	1316	423
CA NMNM105766133 PENDING 43.8% NMNM104730 6.25% NMNM82904 43.7% NMNM142143 6.25% NMNM142692 (former NMNM63757)	SUNRISE MDP1 8-5 Fed 172H	30-015-44977	C-17-24S-31E	Jun-2019	84	44.4	346	1295	270
CA NMNM105766133 PENDING 43.8% NMNM104730 6.25% NMNM82904 43.7% NMNM142143 6.25% NMNM142692 (former NMNM63757)	SUNRISE MDP1 8-5 Fed 173H	30-015-44931	C-17-24S-31E	Jun-2019	110	44.4	290	1291	356
CA NMNM105766134 PENDING 50% NMNM142696 (former NMNM31963) 50% NMNM104730	SUNRISE MDP1 8-5 Fed 174H	30-015-45112	B-17-24S-31E	Sep-2019	104	44.4	432	1297	280
CA NMNM105766134 PENDING 50% NMNM142696 (former NMNM31963) 50% NMNM104730	SUNRISE MDP1 8-5 Fed 175H	30-015-45152	B-17-24S-31E	Sep-2019	0	44.4	0	1326	0
CA NMNM105766134 PENDING 50% NMNM142696 (former NMNM31963) 50% NMNM104730	SUNRISE MDP1 8-5 Fed 176H	30-015-45153	A-17-24S-31E	Sep-2019	61	44.4	466	1291	349
CA NMNM105777378 PENDING 50% NMNM57273 50% NMNM89819	JEFF SMITH MDP1 7_18 FED COM 171H	30-015-47258	M-06-24S-31E	Jul-2022	347	45.0	858	1300	951
CA NMNM105777378 PENDING 50% NMNM57273 50% NMNM89819	JEFF SMITH MDP1 7_18 FED COM 172H	30-015-47249	M-06-24S-31E	Jul-2022	345	45.0	929	1280	1283
CA NMNM105777378 PENDING 50% NMNM57273 50% NMNM89819	JEFF SMITH MDP1 7_18 FED COM 173H	30-015-47247	N-06-24S-31E	Aug-2022	264	45.0	777	1296	737

**12.5% BLM ROYALTY - POOL: PURPLE SAGE;WOLFCAMP GAS (98220) - COM AGREEMENT PENDING**

LEASE NUMBER	WELL NAME	API	SURFACE LOCATION	DATE ONLINE	*OIL (BPD)	*GRAVITY API	*GAS (MSCFD)	*BTU/CF	*WATER (BPD)
CA PENDING 33% NMNM097133 46% NMNM082896 21% NMNM120897	NIMITZ MDP1 13_1 FED COM 1H	30-015-48588	O-13-24S-30E	Aug-2023	1200	47.0	2797	1313	2492
CA PENDING 25% NMNM120897 42% NMNM082896 33% NMNM097133	NIMITZ MDP1 13_1 FED COM 171H	30-015-48578	M-13-24S-30E	Aug-2023	1200	47.0	2797	1313	2492
CA PENDING 33% NMNM097133 46% NMNM082896 21% NMNM120897	NIMITZ MDP1 13_1 FED COM 172H	30-015-48613	M-13-24S-30E	Aug-2023	1200	47.0	2797	1313	2492
CA PENDING 33% NMNM097133 46% NMNM082896 21% NMNM120897	NIMITZ MDP1 13_1 FED COM 173H	30-015-48589	O-13-24S-30E	Aug-2023	1200	47.0	2797	1313	2492
CA PENDING 25% NMNM120897 42% NMNM082896 33% NMNM097133	NIMITZ MDP1 13_1 FED COM 311H	30-015-48586	M-13-24S-30E	Aug-2023	1200	47.0	2797	1313	2492
CA PENDING 33% NMNM097133 46% NMNM082896 21% NMNM120897	NIMITZ MDP1 13_1 FED COM 312H	30-015-48590	O-13-24S-30E	Aug-2023	1200	47.0	2797	1313	2492

\*Production is estimated 6 month average

**12.5% BLM ROYALTY - POOL: POKER LAKE;DELAWARE, NORTHWEST**

LEASE NUMBER	WELL NAME	API	SURFACE LOCATION	DATE ONLINE	OIL (BPD)	GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BPD)
NMNM82896	GILA 12 FEDERAL 2H	30-015-36401	O-12-24S-30E	Dec-2008	1	42.7	12	1292	25
NMNM82896	NIMITZ 12 FEDERAL 3H	30-015-41011	B-12-24S-30E	Jul-2013	6	42.7	19	1292	80
NMNM82896	NIMITZ 12 FEDERAL 4H	30-015-41506	N-12-24S-30E	Sep-2014	0	42.7	0	1292	0
NMNM82896	NIMITZ 12 FEDERAL 5H	30-015-41657	M-12-24S-30E	Aug-2014	3	42.7	1	1292	170

**Process Description:**

Sand Dunes Battery Train #1 has two 10' X 40' three-phase production separators with turbine meters for oil and water and orifice meters for gas.

After separation, the oil stream flows through dedicated heater treaters, vertical recovery towers and LACT units. The aforementioned LACT units serve as the oil FMPs. The existing tanks will remain onsite and are 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 from the train's oil LACT (FMP) based on well test. For testing purposes, Train #1 is equipped with eight 6' x 20' three-phase test separators. Each test vessel is equipped with an oil turbine meter, gas orifice meter and water turbine meter.

The new Chuck Smith wells will be tested daily prior to Range 1 of decline and will be tested at least three times per month during Range 1 of decline. When Range 2 decline is started, the wells will be tested at least twice per month. Wells will be tested at least once per month when Range 3 of decline is started.

The Nimitz MDP1 13 1 Fed Com wells have been online for 2 months and are in Range 1 of decline. They will be tested at the aforementioned frequency schedule. All other wells in Train #1 have been online for over 1 year and are in Range 3 of decline. They will be tested at least once per month.

The gas orifice meters on each production and test separator continuously measure and serve as the BLM gas FMPs. Gas is combined after being measured at the gas FMPs and flows through a gas scrubber then is sent to sales. Gas production is allocated back to each well based on the aforementioned well tests. Gas commingling is handled through PLC 749D/E.

All water generated at the facility is sent to the Sand Dunes SWD Integration System.

**Additional Application Components:**

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

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

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

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

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

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

# SAND DUNES SOUTH CORRIDOR CTB

Permian Resources  
New Mexico Delaware Business Unit

Project: NAD27  
Scale: 1:21,000  
Last Update: 9/14/2023  
Author: vym

25 NMNM 114978

30 NMNM 021640

NMNM 0545035

29 NMNM 0281482A

NMNM 28 040659

NMNM 27 0418220A

E0522911  
36

NMNM 0546732A  
31

23S  
31E

L064421

32

CA NMNM 138992

CA NMNM 138995

CA NMNM 137968

CA NMNM 137685

NMNM CA NMNM 137601

CA NMNM 138291 BS

CA NMNM 138294 BS

CA NMNM 138295 BS

CA NMNM 138296 BS

**TRAIN #1**  
CA NMNM105766133  
APPROVAL PENDING - WC  
W/2 SEC 5 and 8  
SUNRISE MDP1 8-5 FED COM 171H  
SUNRISE MDP1 8-5 FED COM 172H  
SUNRISE MDP1 8-5 FED COM 173H

CA NMNM105766134  
APPROVAL PENDING - WC  
E/2 SEC 5 and 8  
SUNRISE MDP1 8-5 FED COM 174H  
SUNRISE MDP1 8-5 FED COM 175H  
SUNRISE MDP1 8-5 FED COM 176H

NMNM 043744  
34

**TRAIN #1**  
PATTON MDP1 17 FED 1H  
PATTON MDP1 17 FED 2H  
PATTON MDP1 17 FED 3H  
PATTON MDP1 17 FED 4H  
PATTON MDP1 17 FED 5H  
PATTON MDP1 17 FED 6H  
PATTON MDP1 18 FED 23H  
PATTON MDP1 18 FED 33H  
PATTON MDP1 18 FED 73H  
PATTON MDP1 18 FED 1H  
PATTON MDP1 18 FED 2H  
PATTON MDP1 18 FED 3H  
PATTON MDP1 18 FED 5H  
PATTON MDP1 18 FED 6H  
PATTON MDP1 17 FED 171H  
PATTON MDP1 17 FED 172H  
PATTON MDP1 17 FED 173H  
PATTON MDP1 17 FED 174H  
PATTON MDP1 17 FED 175H

NMNM 055142  
3

NMNM 070885  
10

24S 30E

**TRAIN #1**  
GILA 12 FED 2H  
NIMITZ 12 FED 3H  
NIMITZ 12 FED 4H  
NIMITZ 12 FED 5H

**TRAIN #1**  
CA NM138992  
NIMITZ MDP1 12 FED 1H  
NIMITZ MDP1 12 FED 2H  
CA NM138995  
NIMITZ MDP1 12 FED 9H  
CA NM138996  
NIMITZ MDP1 13 FED 1H  
NIMITZ MDP1 13 FED 2H  
CA NM138997  
NIMITZ MDP1 13 FED 3H  
CA NM137968  
PALLADIUM MDP1 7-6 FED COM 1H  
PALLADIUM MDP1 7-6 FED COM 2H  
CA NM137685  
PALLADIUM MDP1 7-6 FED COM 3Y  
CA NM137601  
PALLADIUM MDP1 7-6 FED COM 6H  
CA NM138291  
SUNRISE MDP1 8-5 FED COM 1H  
SUNRISE MDP1 8-5 FED COM 2H  
CA NM138294  
SUNRISE MDP1 8-5 FED COM 3H  
CA NM138295  
SUNRISE MDP1 8-5 FED COM 4H  
CA NM138296  
SUNRISE MDP1 8-5 FED COM 5H  
SUNRISE MDP1 8-5 FED COM 6H

11 NMNL 0068905

14

**Sand Dunes South Corridor CTB**

NMNM 0030452  
23

**TRAIN #1**  
CA APPROVAL PENDING - WC  
W/2 W/2 SEC 1, 12, 13  
NIMITZ MDP1 13\_1 FED COM 171H, 311H

**TRAIN #1**  
CA APPROVAL PENDING - WC  
E/2 W/2 and W/2 E/2 SEC 1, 12, 13  
NIMITZ MDP1 13\_1 FED COM 1H, 172H, 173H, 312H

12

**SAND DUNES**

NMNM 057273

NMNM 082886

NMNM 120897



District I  
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 AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-015-	<sup>2</sup> Pool Code 98220	<sup>3</sup> Pool Name PURPLE SAGE; WOLFCAMP
<sup>4</sup> Property Code	<sup>5</sup> Property Name CHUCK SMITH MDP1 8_17 FED COM	
<sup>7</sup> OGRID No. 16696	<sup>8</sup> Operator Name OXY USA INC.	<sup>6</sup> Well Number 1H
		<sup>9</sup> Elevation 3471'

<sup>10</sup> Surface Location

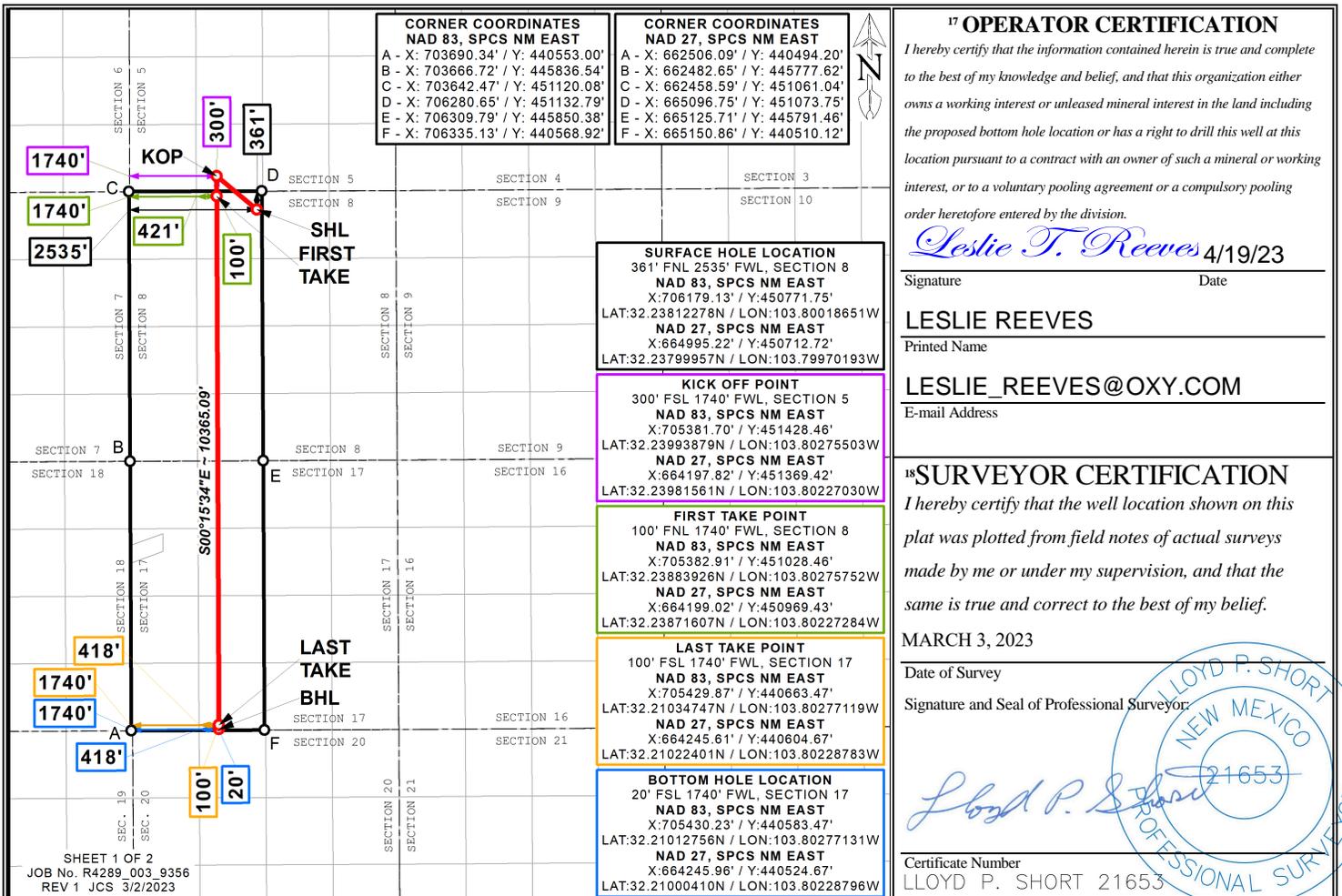
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	8	24S	31E		361	NORTH	2535	WEST	EDDY

<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
N	17	24S	31E		20	SOUTH	1740	WEST	EDDY

<sup>12</sup> Dedicated Acres 640.0	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
--	-------------------------------	----------------------------------	-------------------------

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



Distances/areas relative to NAD 83 Combined Scale Factor: 0.99977581 Convergence Angle: 00°16'19.04999"

Horizontal Spacing Unit

District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
District II  
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WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-015-	<sup>2</sup> Pool Code 13367	<sup>3</sup> Pool Name COTTON DRAW; BONE SPRING
<sup>4</sup> Property Code	<sup>5</sup> Property Name CHUCK SMITH MDP1 8_17 FED COM	
<sup>7</sup> OGRID No. 16696	<sup>8</sup> Operator Name OXY USA INC.	<sup>6</sup> Well Number 31H
<sup>9</sup> Elevation 3479'		

<sup>10</sup> Surface Location

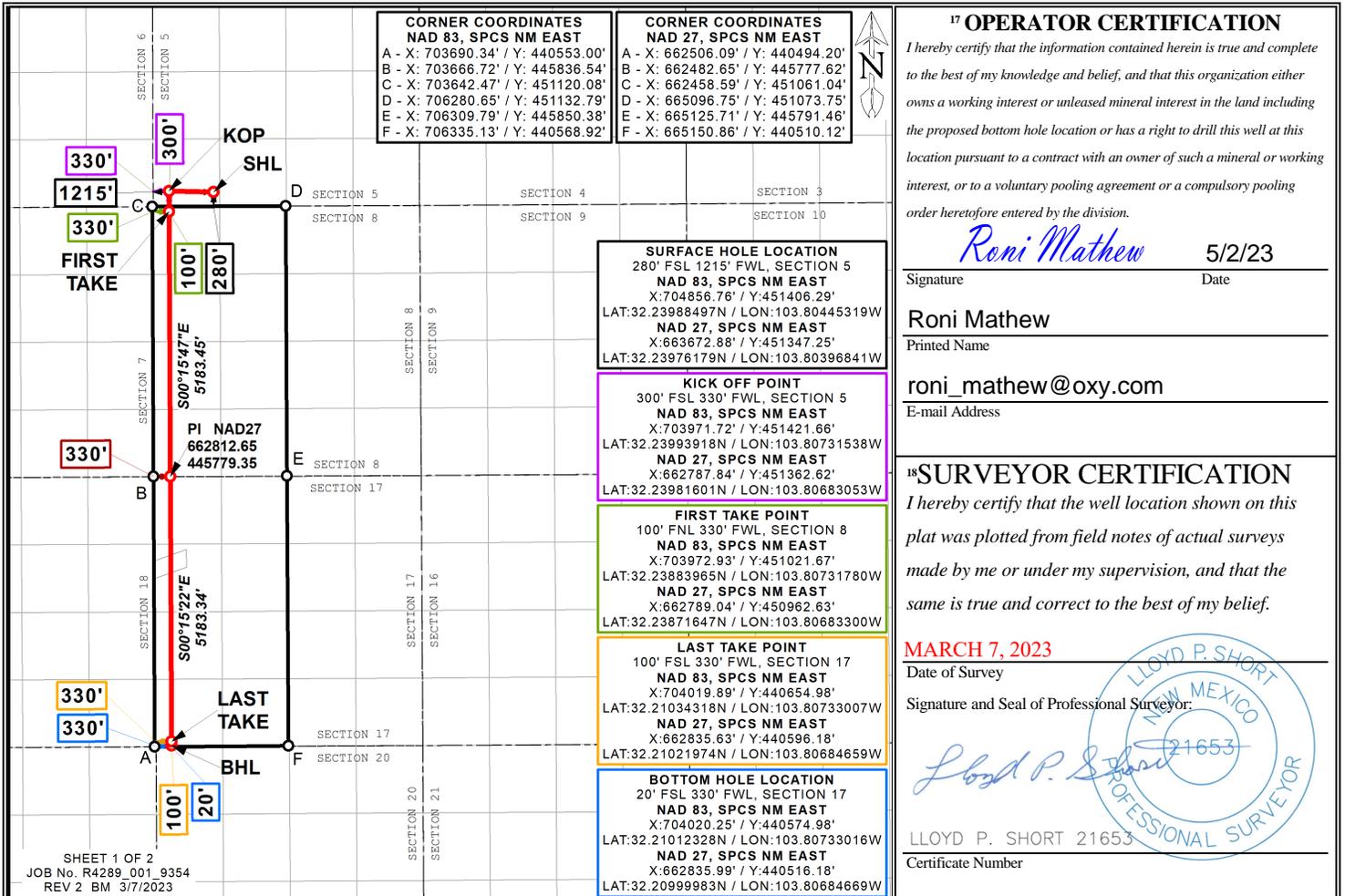
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	5	24S	31E		280	SOUTH	1215	WEST	EDDY

<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
M	17	24S	31E		20	SOUTH	330	WEST	EDDY

<sup>12</sup> Dedicated Acres 640.0	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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<sup>1</sup> API Number 30-015	<sup>2</sup> Pool Code 13367	<sup>3</sup> Pool Name COTTON DRAW; BONE SPRING
<sup>4</sup> Property Code	<sup>5</sup> Property Name CHUCK SMITH MDP1 8_17 FED COM	
<sup>7</sup> OGRID No. 16696	<sup>8</sup> Operator Name OXY USA INC.	<sup>6</sup> Well Number 32H
		<sup>9</sup> Elevation 3478'

<sup>10</sup> Surface Location

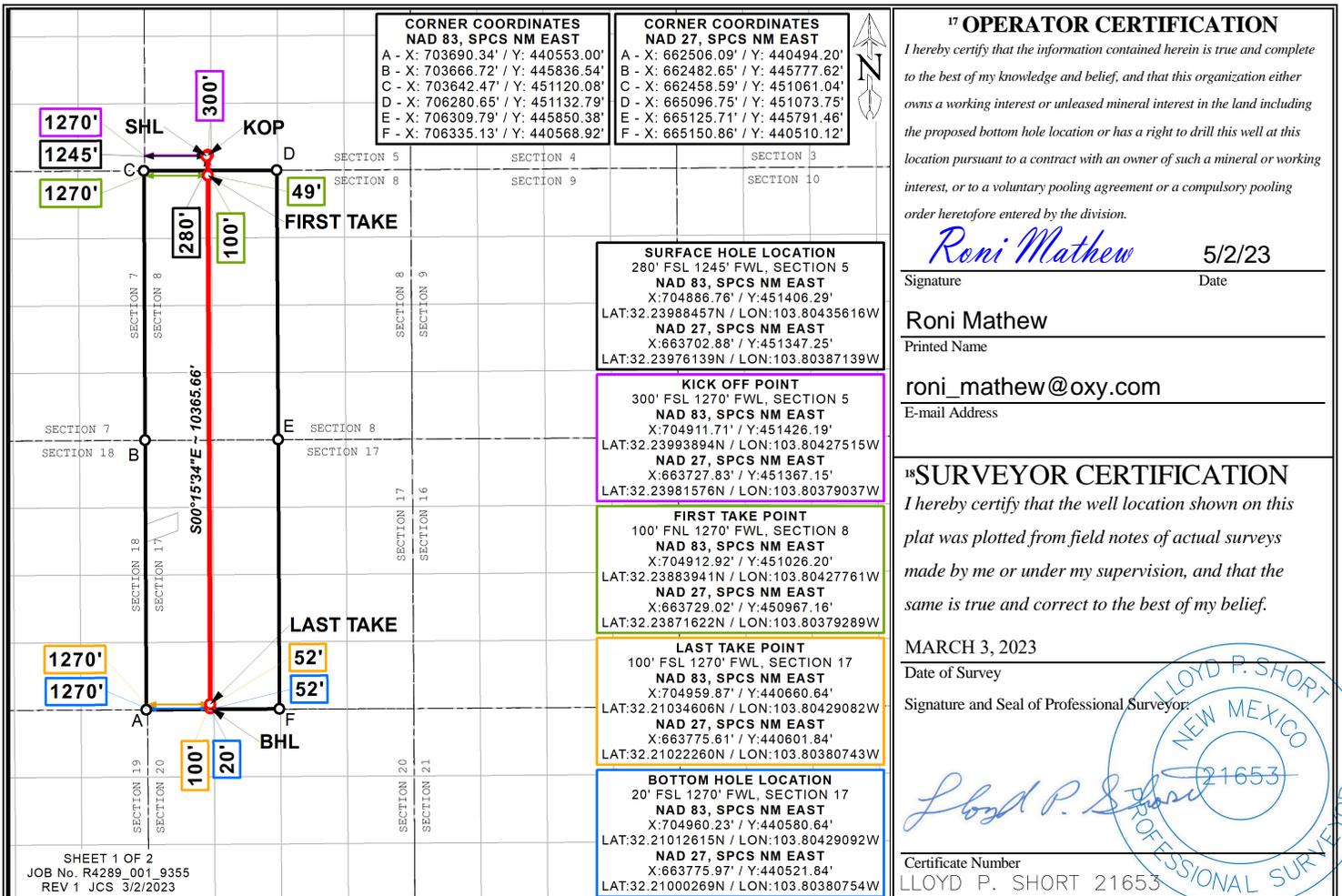
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	5	24S	31E		280	SOUTH	1245	WEST	EDDY

<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
M	17	24S	31E		20	SOUTH	1270	WEST	EDDY

<sup>12</sup> Dedicated Acres 640.0	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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Distances/areas relative to NAD 83 Combined Scale Factor: 0.99977581 Convergence Angle: 00°16'19.04999"

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WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-015-54049</b>	<sup>2</sup> Pool Code <b>98220</b>	<sup>3</sup> Pool Name <b>PURPLE SAGE; WOLFCAMP</b>
<sup>4</sup> Property Code <b>334580</b>	<sup>5</sup> Property Name <b>CHUCK SMITH MDP1 8_17 FED COM</b>	
<sup>7</sup> OGRID No. <b>16696</b>	<sup>8</sup> Operator Name <b>OXY USA INC.</b>	<sup>6</sup> Well Number <b>2H</b>
		<sup>9</sup> Elevation <b>3471'</b>

<sup>10</sup> Surface Location

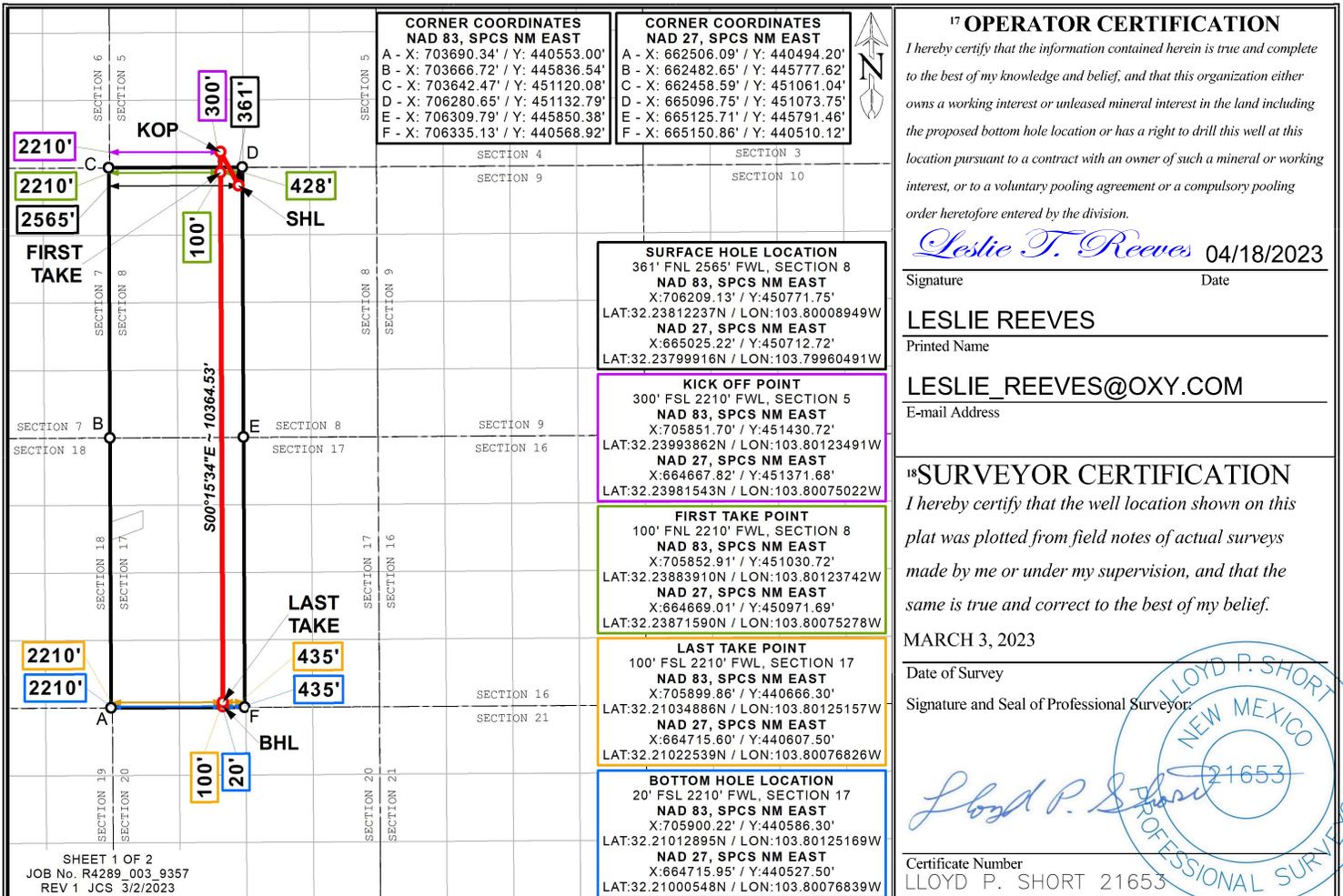
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	8	24S	31E		361	NORTH	2565	WEST	EDDY

<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
N	17	24S	31E		20	SOUTH	2210	WEST	EDDY

<sup>12</sup> Dedicated Acres <b>640.0</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-015-54096	<sup>2</sup> Pool Code 98220	<sup>3</sup> Pool Name PURPLE SAGE; WOLFCAMP
<sup>4</sup> Property Code 334580	<sup>5</sup> Property Name CHUCK SMITH MDP1 8_17 FED COM	
<sup>7</sup> OGRID No. 16696	<sup>8</sup> Operator Name OXY USA INC.	<sup>6</sup> Well Number 3H
		<sup>9</sup> Elevation 3470'

<sup>10</sup> Surface Location

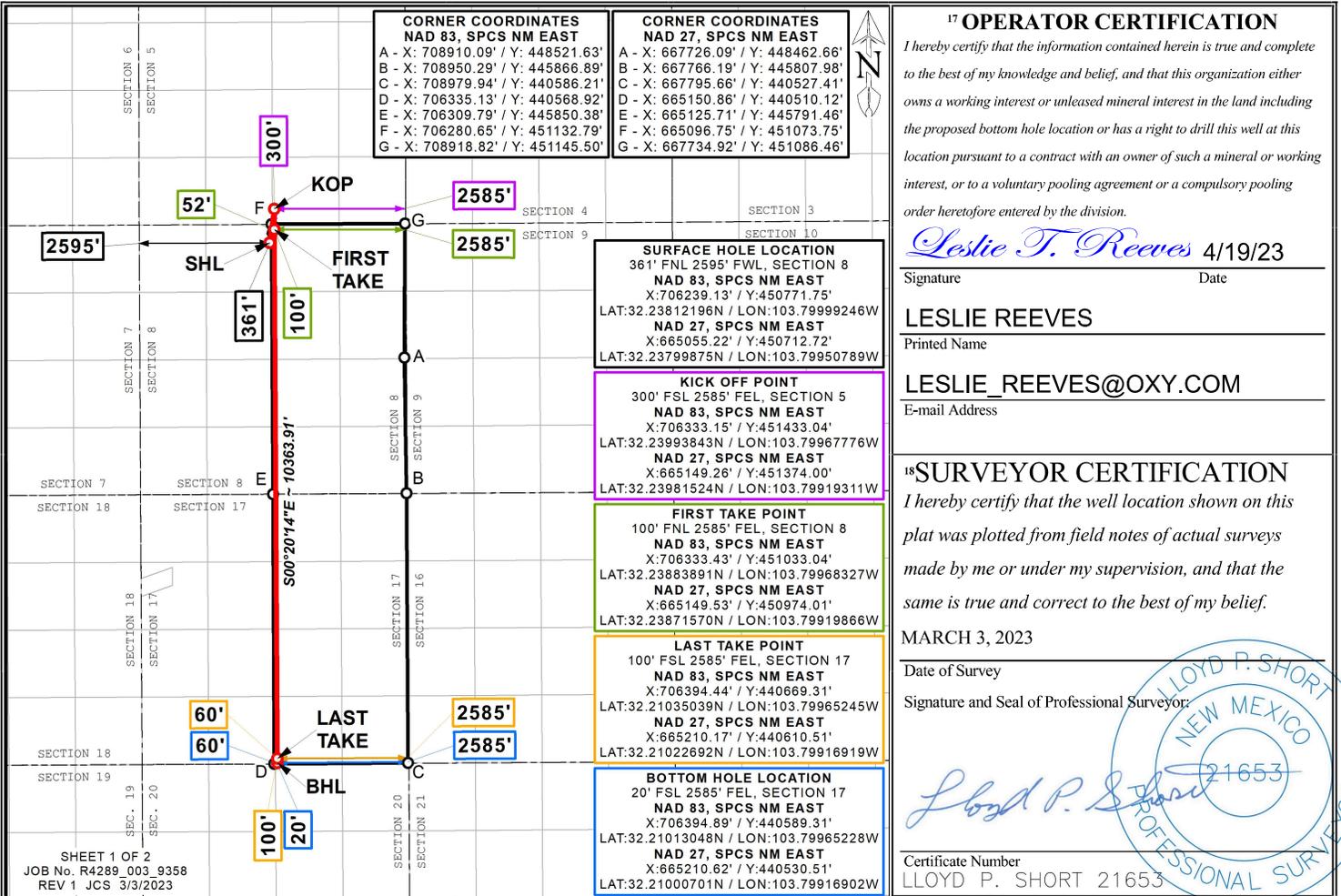
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	8	24S	31E		361	NORTH	2595	WEST	EDDY

<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
O	17	24S	31E		20	SOUTH	2585	EAST	EDDY

<sup>12</sup> Dedicated Acres 640.0	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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Distances/areas relative to NAD 83 Combined Scale Factor: 0.99977581 Convergence Angle: 00°16'19.04999"

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WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-015-54092		<sup>2</sup> Pool Code 13367		<sup>3</sup> Pool Name COTTON DRAW; BONE SPRING	
<sup>4</sup> Property Code 334580		<sup>5</sup> Property Name CHUCK SMITH MDP1 8_17 FED COM			<sup>6</sup> Well Number 4H
<sup>7</sup> OGRID No. 16696		<sup>8</sup> Operator Name OXY USA INC.			<sup>9</sup> Elevation 3463'

<sup>10</sup> Surface Location

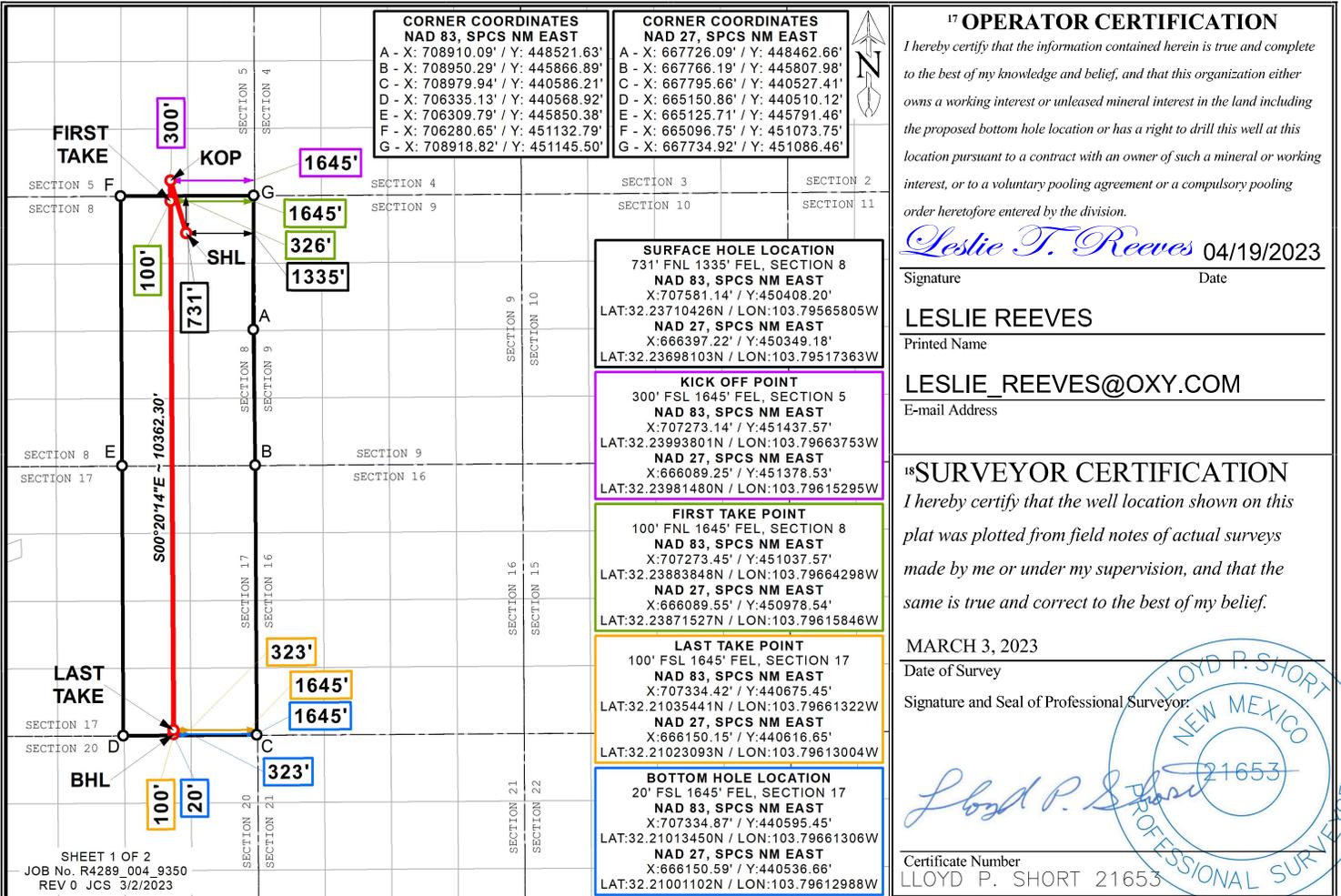
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	8	24S	31E		731	NORTH	1335	EAST	EDDY

<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
O	17	24S	31E		20	SOUTH	1645	EAST	EDDY

<sup>12</sup> Dedicated Acres 640.0	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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Distances/areas relative to NAD 83 Combined Scale Factor: 0.99977581 Convergence Angle: 00°16'19.04999"

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<sup>1</sup> API Number 30-015-54050	<sup>2</sup> Pool Code 13367	<sup>3</sup> Pool Name COTTON DRAW; BONE SPRING
<sup>4</sup> Property Code 334580	<sup>5</sup> Property Name CHUCK SMITH MDP1 8_17 FED COM	
<sup>7</sup> OGRID No. 16696	<sup>8</sup> Operator Name OXY USA INC.	<sup>9</sup> Elevation 3463'

<sup>10</sup> Surface Location

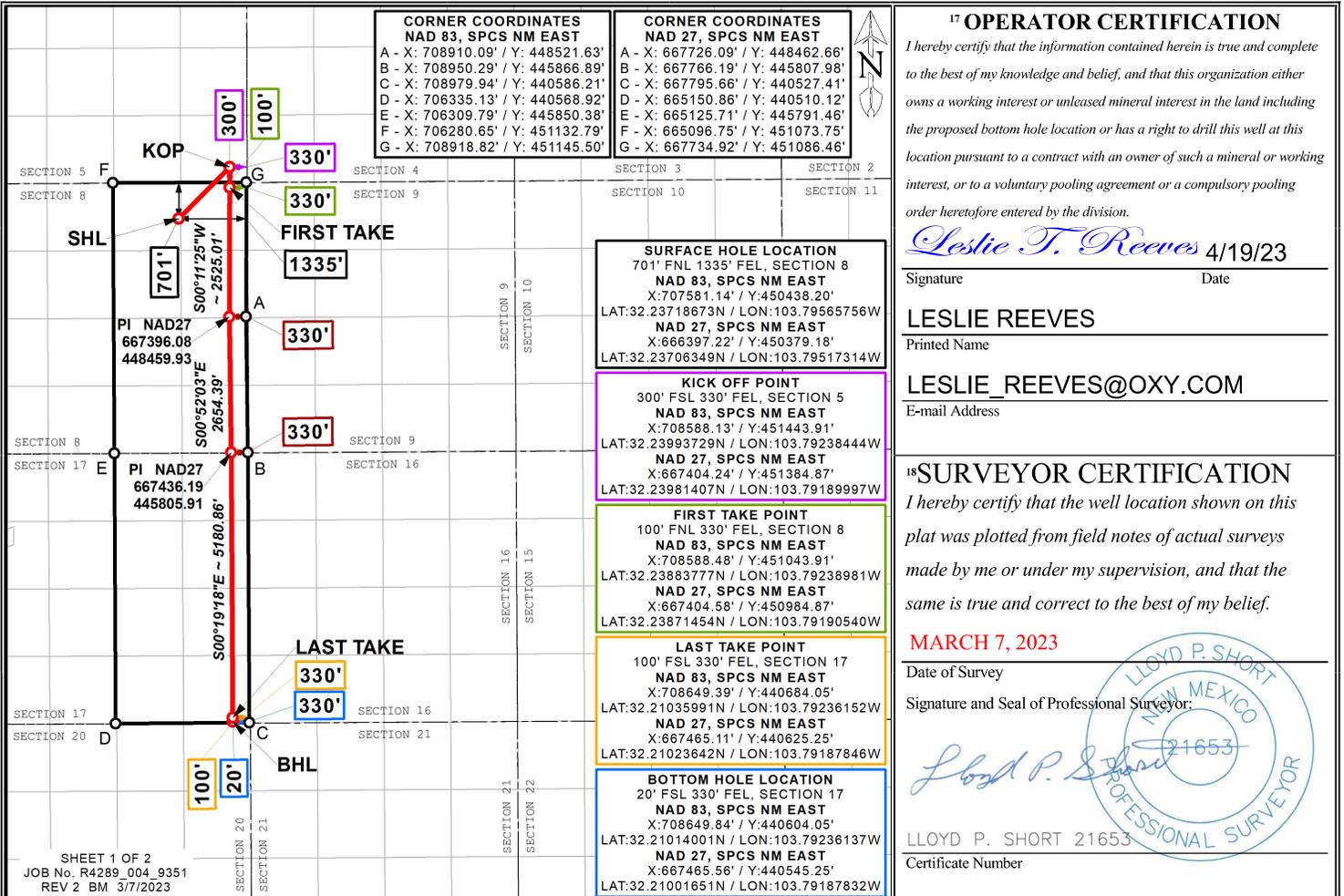
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	8	24S	31E		701	NORTH	1335	EAST	EDDY

<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
P	17	24S	31E		20	SOUTH	330	EAST	EDDY

<sup>12</sup> Dedicated Acres 640.0	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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Distances/areas relative to NAD 83 Combined Scale Factor: 0.99977581 Convergence Angle: 00°16'19.04999"

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WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-015-54093	<sup>2</sup> Pool Code 13367	<sup>3</sup> Pool Name COTTON DRAW; BONE SPRING
<sup>4</sup> Property Code 334580	<sup>5</sup> Property Name CHUCK SMITH MDP1 8_17 FED COM	
<sup>7</sup> OGRID No. 16696	<sup>8</sup> Operator Name OXY USA INC.	<sup>6</sup> Well Number 21H
		<sup>9</sup> Elevation 3478'

<sup>10</sup> Surface Location

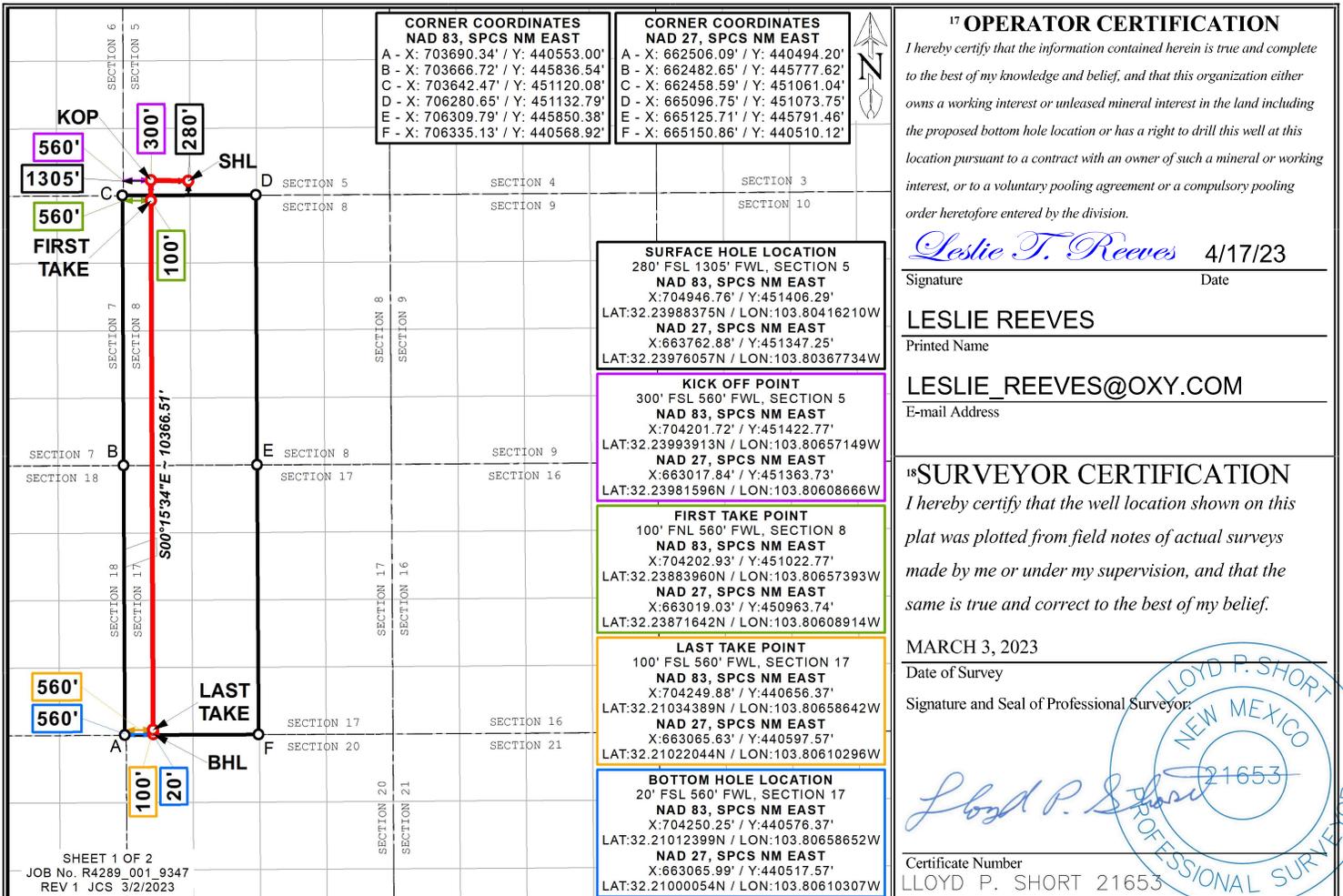
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	5	24S	31E		280	SOUTH	1305	WEST	EDDY

<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
M	17	24S	31E		20	SOUTH	560	WEST	EDDY

<sup>12</sup> Dedicated Acres 640.0	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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Distances/areas relative to NAD 83 Combined Scale Factor: 0.99977581 Convergence Angle: 00°16'19.04999"

Horizontal Spacing Unit

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<sup>1</sup> API Number 30-015-54097		<sup>2</sup> Pool Code 13367		<sup>3</sup> Pool Name COTTON DRAW; BONE SPRING	
<sup>4</sup> Property Code 334580		<sup>5</sup> Property Name CHUCK SMITH MDP1 8_17 FED COM			<sup>6</sup> Well Number 22H
<sup>7</sup> OGRID No. 16696		<sup>8</sup> Operator Name OXY USA INC.			<sup>9</sup> Elevation 3477'

<sup>10</sup> Surface Location

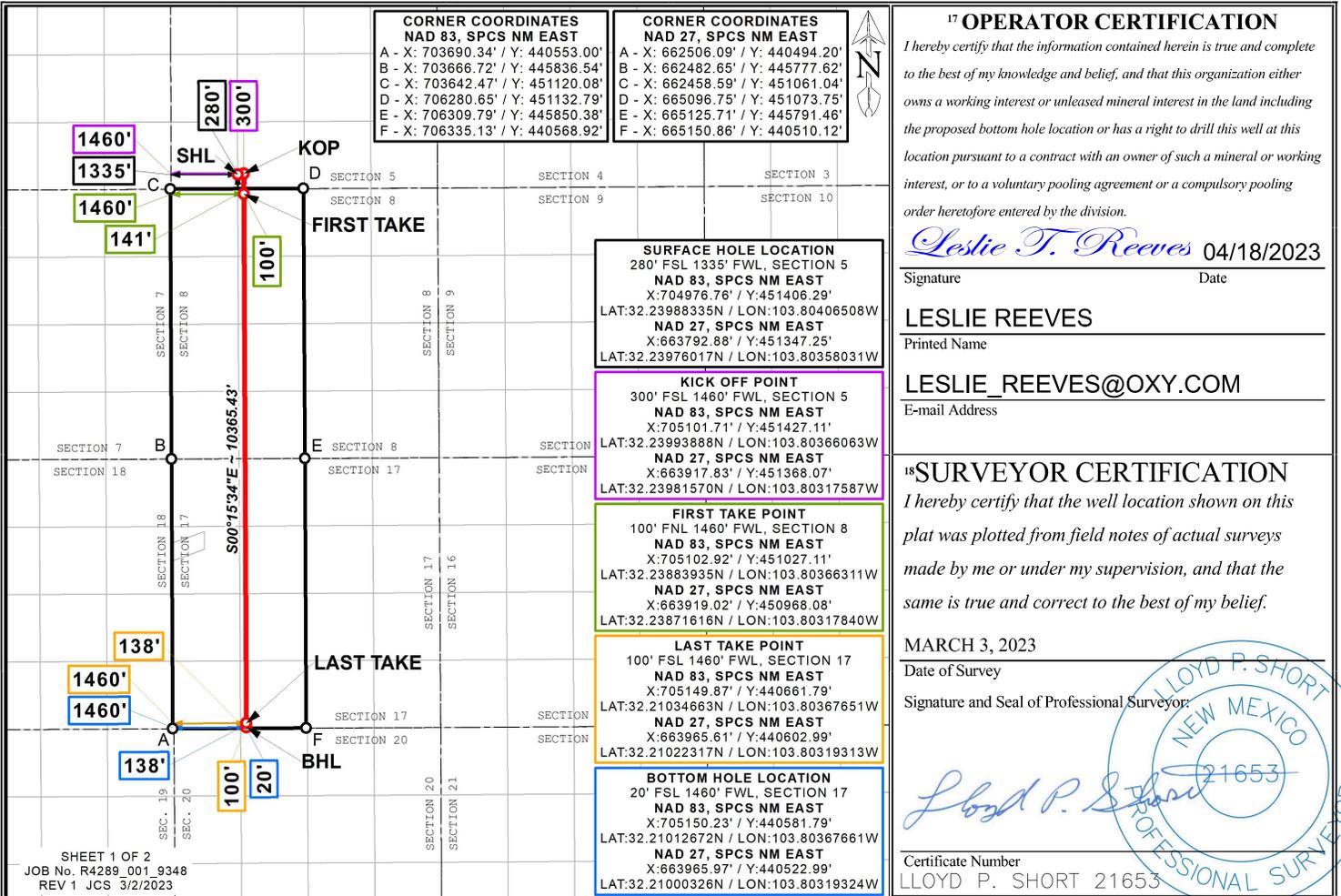
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	5	24S	31E		280	SOUTH	1335	WEST	EDDY

<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
N	17	24S	31E		20	SOUTH	1460	WEST	EDDY

<sup>12</sup> Dedicated Acres 640.0	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-015-	<sup>2</sup> Pool Code 98220	<sup>3</sup> Pool Name COTTON DRAW; BONE SPRING
<sup>4</sup> Property Code	<sup>5</sup> Property Name CHUCK SMITH MDP1 8_17 FED COM	
<sup>7</sup> OGRID No. 16696	<sup>8</sup> Operator Name OXY USA INC.	<sup>6</sup> Well Number 23H
		<sup>9</sup> Elevation 3477'

<sup>10</sup> Surface Location

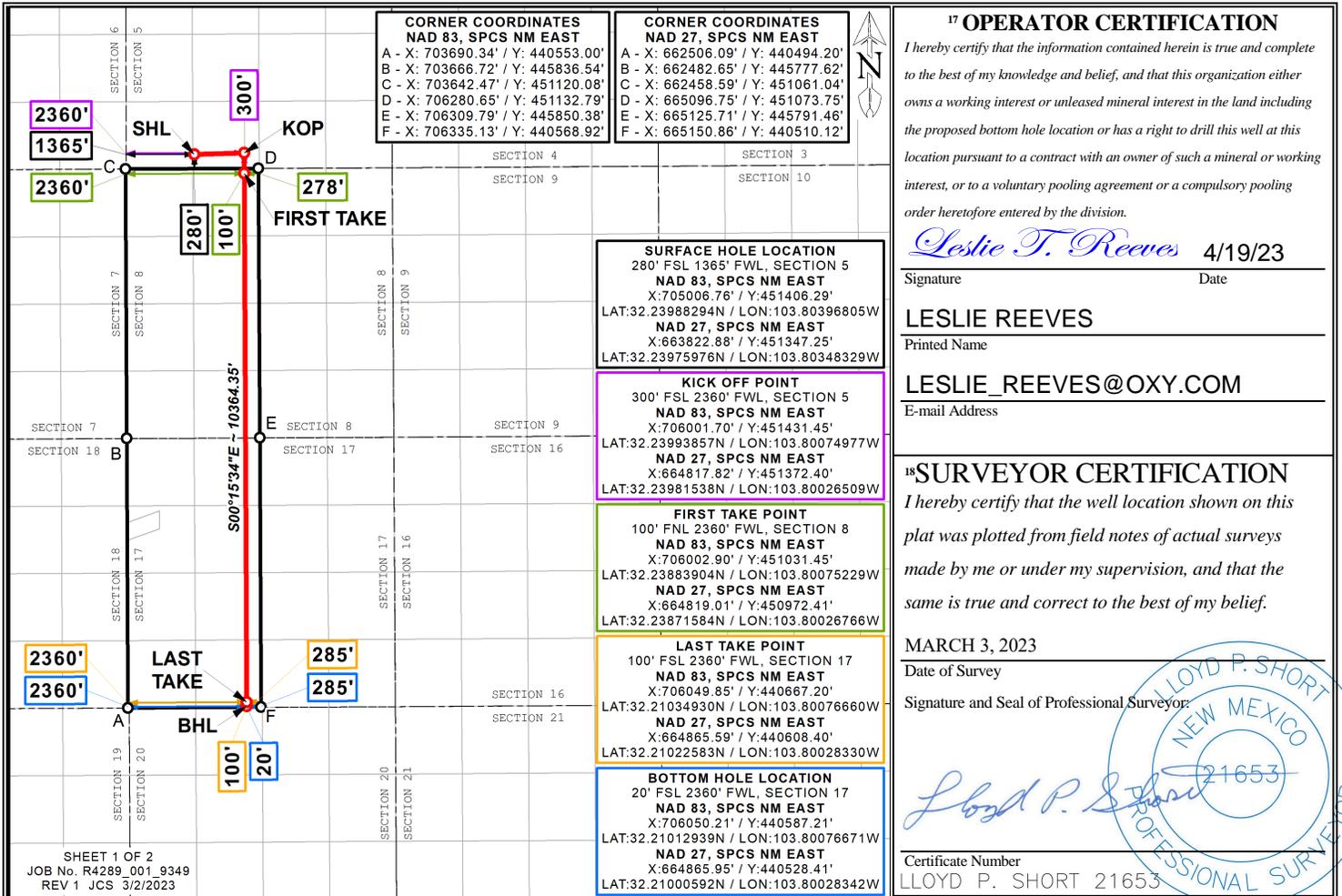
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	5	24S	31E		280	SOUTH	1365	WEST	EDDY

<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
N	17	24S	31E		20	SOUTH	2360	WEST	EDDY

<sup>12</sup> Dedicated Acres 640.0	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



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 Fax: (505) 476-3462

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

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

Table with 3 columns: API Number (30-015-54047), Pool Code (98220), Pool Name (PURPLE SAGE; WOLFCAMP), Property Code (334580), Property Name (CHUCK SMITH MDP1 8\_17 FED COM), Well Number (24H), OGRID No. (16696), Operator Name (OXY USA INC.), Elevation (3453')

Surface Location

Table with 10 columns: UL or lot no. (O), Section (5), Township (24S), Range (31E), Lot Idn, Feet from the (279), North/South line (SOUTH), Feet from the (1550), East/West line (EAST), County (EDDY)

Bottom Hole Location If Different From Surface

Table with 10 columns: UL or lot no. (O), Section (17), Township (24S), Range (31E), Lot Idn, Feet from the (20), North/South line (SOUTH), Feet from the (1645), East/West line (EAST), County (EDDY)

Table with 4 columns: Dedicated Acres (640.0), Joint or Infill, Consolidation Code, Order No. (NSL Required)

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.

Main plat diagram showing well location, corner coordinates, surface hole location, kick off point, first take point, last take point, and bottom hole location. Includes operator certification by Leslie Reeves and surveyor certification by Lloyd P. Short.

Distances/areas relative to NAD 83 Combined Scale Factor: 0.99977581 Convergence Angle: 00°16'19.04999"

Horizontal Spacing Unit

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

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-015-54094		<sup>2</sup> Pool Code 98220		<sup>3</sup> Pool Name PURPLE SAGE; WOLFCAMP	
<sup>4</sup> Property Code 334580		<sup>5</sup> Property Name CHUCK SMITH MDP1 8_17 FED COM			<sup>6</sup> Well Number 25H
<sup>7</sup> OGRID No. 16696		<sup>8</sup> Operator Name OXY USA INC.			<sup>9</sup> Elevation 3454'

<sup>10</sup> Surface Location

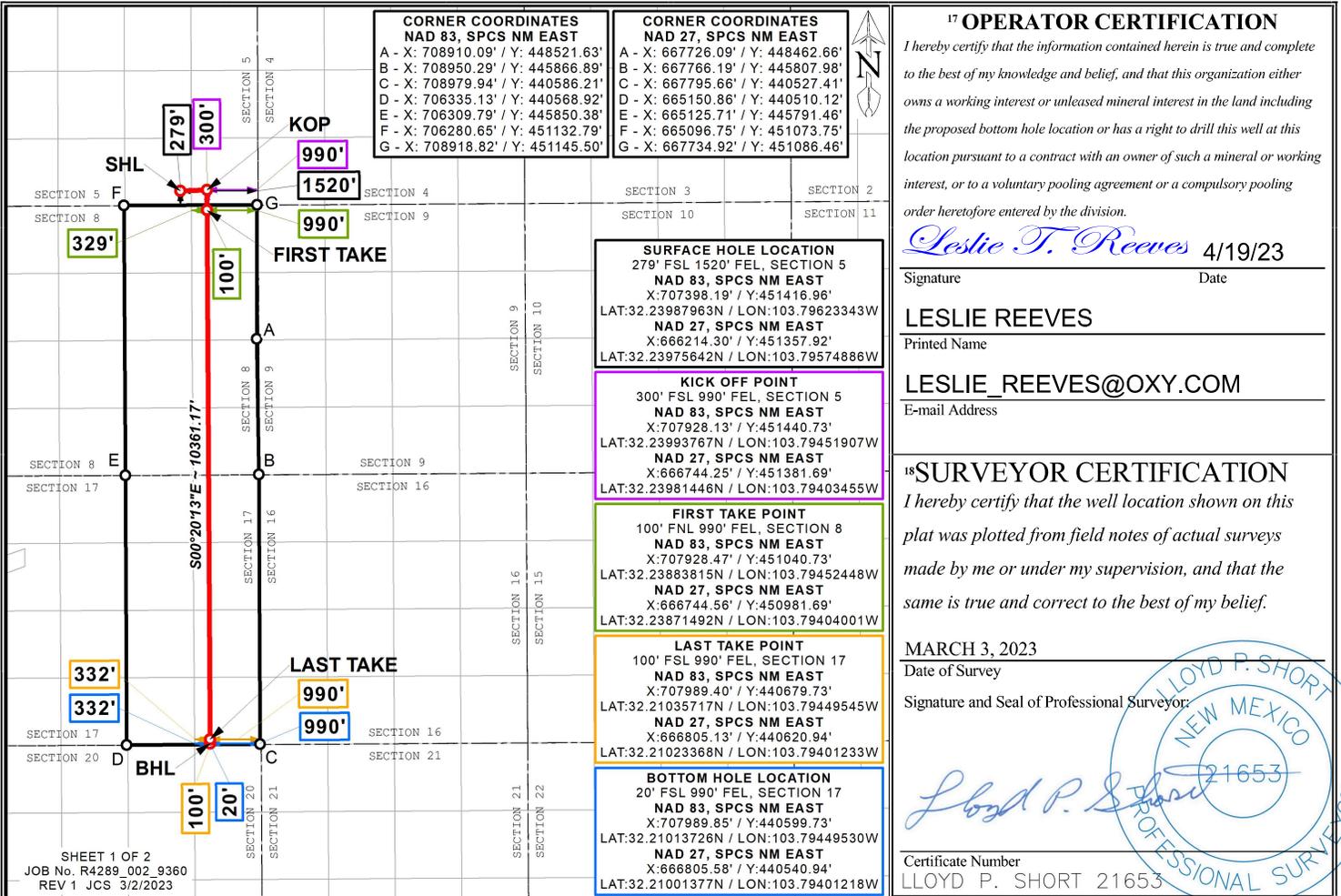
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	5	24S	31E		279	SOUTH	1520	EAST	EDDY

<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
P	17	24S	31E		20	SOUTH	990	EAST	EDDY

<sup>12</sup> Dedicated Acres 640.0	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
--	-------------------------------	----------------------------------	-------------------------

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



Distances/areas relative to NAD 83 Combined Scale Factor: 0.99977581 Convergence Angle: 00°16'19.04999"

Horizontal Spacing Unit

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

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

Table with 3 columns: API Number (30-015-54095), Pool Code (98220), Pool Name (PURPLE SAGE; WOLFCAMP), Property Code (334580), Property Name (CHUCK SMITH MDP1 8\_17 FED COM), Well Number (26H), OGRID No. (16696), Operator Name (OXY USA INC.), Elevation (3453')

Surface Location

Table with 10 columns: UL or lot no. (O), Section (5), Township (24S), Range (31E), Lot Idn, Feet from the (279), North/South line (SOUTH), Feet from the (1490), East/West line (EAST), County (EDDY)

Bottom Hole Location If Different From Surface

Table with 10 columns: UL or lot no. (P), Section (17), Township (24S), Range (31E), Lot Idn, Feet from the (20), North/South line (SOUTH), Feet from the (330), East/West line (EAST), County (EDDY)

Table with 4 columns: Dedicated Acres (640.0), Joint or Infill, Consolidation Code, Order No.

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

Map showing well location with sections 5, 8, 9, 10, 11, 16, 17, 20, 21, 22. Includes corner coordinates for NAD 83 and NAD 27, surface hole location, kick off point, first take point, last take point, and bottom hole location. Also contains Operator Certification and Surveyor Certification sections.

Distances/areas relative to NAD 83 Combined Scale Factor: 0.99977581 Convergence Angle: 00°16'19.04999"

District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
District II  
811 S. First St., Artesia, NM 88210  
Phone: (575) 748-1283 Fax: (575) 748-9720  
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1000 Rio Brazos Road, Aztec, NM 87410  
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1220 S. St. Francis Dr., Santa Fe, NM 87505  
Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-015-54091		<sup>2</sup> Pool Code 13367		<sup>3</sup> Pool Name COTTON DRAW; BONE SPRING	
<sup>4</sup> Property Code 334580		<sup>5</sup> Property Name CHUCK SMITH MDP1 8_17 FED COM			<sup>6</sup> Well Number 44H
<sup>7</sup> OGRID No. 16696		<sup>8</sup> Operator Name OXY USA INC.			<sup>9</sup> Elevation 3455'

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	5	24S	31E		279	SOUTH	1670	EAST	EDDY

<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
O	17	24S	31E		20	SOUTH	2220	EAST	EDDY

<sup>12</sup> Dedicated Acres 640.0	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
--	-------------------------------	----------------------------------	-------------------------

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

**<sup>17</sup> OPERATOR CERTIFICATION**  
I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

*Leslie T. Reeves* 4/21/23  
Signature Date

LESLIE REEVES  
Printed Name

LESLIE\_REEVES@OXY.COM  
E-mail Address

**<sup>18</sup> SURVEYOR CERTIFICATION**  
I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

MARCH 3, 2023  
Date of Survey

Signature and Seal of Professional Surveyor:  
*Lloyd P. Short*

Certificate Number  
LLOYD P. SHORT 21653

Distances/areas relative to NAD 83 Combined Scale Factor: 0.99977581 Convergence Angle: 00°16'19.04999"

Horizontal Spacing Unit

MAILED 9/18/23						
To Company Name	To Name	To Address Line 1	To City	To State	To ZIP	Tracking Number
	BAYSWATER FUND IV-B LLC	730 17TH STREET STE 500	DENVER	CO	80202	_9414811898765413314427
	BAYSWATER RESOURCES LLC	730 17TH ST STE 500	DENVER	CO	80202	_9414811898765413314403
	BLUE DOOR INC	7375 W 52ND AVE 200	ARVADA	CO	80002	_9414811898765413314441
	CAMELLIA LAND LLC	P O BOX 51510	MIDLAND	TX	79710	_9414811898765413314489
	CHAD BARBE	PO BOX 2107	ROSWELL	NM	88202	_9414811898765413314434
BOKF NA DBA BANK OF TEXAS AGENT	COMMUNITIES FOUNDATION OF TEXAS	PO BOX 1588	TULSA	OK	74101	_9414811898765413314472
	CONCENTRIC MINERAL PARTNERS LP	PO BOX 11321	MIDLAND	TX	79702	_9414811898765413314519
MARY JANE FAVOR TTEE	D D GEORGE TRUST	105 CRESTVIEW DR	BIRMINGHAM	AL	35213	_9414811898765413314557
GREGORYJ NIBERT &	DAVID J SORENSON ESTATE	PO BOX 1453	ROSWELL	NM	88202	_9414811898765413314564
	DAWN E COLUCCI	4 CRAWFORD ROAD	MANALAPAN	NJ	7726	_9414811898765413314526
	DOUGLAS MOSHER JONES	9832 PR 1333	PAINT ROCK	TX	76866	_9414811898765413314502
EILEEN M GROOMS TRUSTEE	EMG REVOC TRUST	1000 W FOURTH STREET	ROSWELL	NM	88201	_9414811898765413314595
	FRANNIFIN MINERALS LLC	PO BOX 13128	LAS CRUCES	NM	88013	_9414811898765413314540
C/O J P MORGAN CHASE BANK TX1 2931	JPT FAMILY JVNO 1	PO DRAWER 99084	FORT WORTH	TX	76199	_9414811898765413314588
	L E OPPERMAN	1505 NEELY	MIDLAND	TX	79705	_9414811898765413314571
BRENT JEREMY HONEYMAN EXECUTOR	LANELL JOY HONEYMAN ESTATE	26 MEADOW BROOK PLACE	THE WOODLANDS	TX	77382	_9414811898765413315257
JEB C HONEYMAN & BRENT J HONEYMAN	LESLIE ROBERT HONEYMAN TRUST	26 MEADOW BROOK PLACE	THE WOODLANDS	TX	77382	_9414811898765413315226
	MAP 92-96 MGD	P O BOX 269100	OKLAHOMA CITY	OK	73126	_9414811898765413315202
C/O MINERAL ACQUISITION PARTNERS	MAP HOLDINGS - OKLA GEN PRTNRSH	PO BOX 268947	OKLAHOMA CITY	OK	73126	_9414811898765413315240
JAKE MCALISTER	MCALISTER ROYALTIES LLC	P O BOX 1488	MIDLAND	TX	79702	_9414811898765413315288
SEPARATE PROPERTY	MICHELLE R SANDOVAL	1395 RAVEAN CT	ENCINITAS	CA	92024	_9414811898765413315233
DAVID SCOTT MORGAN TRUSTEE	MORGAN MINERALS TRUST	1209 KNOLL CREST COURT	GRAPEVINE	TX	76051	_9414811898765413315271
	MOTOWI LLC	1180 COMMERCE DR	LAS CRUCES	NM	88013	_9414811898765413315813
PARTNERSHIP II LLC	MSH FAMILY REAL ESTATE	4143 MAPLE AVE SUITE 500	DALLAS	TX	75219	_9414811898765413315851
	MYLAR & DIANE WILSON FAMILY TRST	105 RAINBOW DR NO 541	LIVINGSTON	TX	77399	_9414811898765413315868
	PECOS BEND ROYALTIES LLLP	P O BOX 2802	MIDLAND	TX	79702	_9414811898765413315820
	PEGASUS RESOURCES LLC	PO BOX 733980	DALLAS	TX	75373	_9414811898765413315806
	RONALD C AGEL	35 SHORE ROAD	WEST HARWICH	MA	2671	_9414811898765413315899
	S & E ROYALTY LLC	8470 WEST 4TH AVENUE	DENVER	CO	80226	_9414811898765413315844
	SANTA ELENA MINERALS IV LP	PO BOX 470788	FORT WORTH	TX	76147	_9414811898765413315882
	SMP PATRIOT MINERAL HOLDINGS LLC	4143 MAPLE AVENUE STE 500	DALLAS	TX	75219	_9414811898765413315837

To Company Name	To Name	To Address Line 1	To City	To State	To ZIP	Tracking Number
HOLDINGS LP	SMP SIDECAR TITAN MINERAL	4143 MAPLE AVE SUITE 500	DALLAS	TX	75219	_9414811898765413315714
	SMP TITAN FLEX LP	4143 MAPLE AVE SUITE 500	DALLAS	TX	75219	_9414811898765413315769
	SMP TITAN MINERAL HOLDINGS LP	4143 MAPLE AVE SUITE 500	DALLAS	TX	75219	_9414811898765413315721
	SOAN HOLDING LLC	PO BOX 51407	MIDLAND	TX	79710	_9414811898765413315707
DEBORAH A & MICHAEL STUCKEY CO TTE	STUCKER FAMILY TRUST	933 DIAMOND STREET APT 14	PACIFIC BEACH	CA	92109	_9414811898765413315790
	T-BAR OIL & GAS LTD	P O BOX 247	CRESTED BUTTE	CO	81224	_9414811898765413315745
	THOMAS R SMITH KAYE SMITH	5705 PINEHURST	FARMINGTON	NM	87402	_9414811898765413315783
	VIPER ENERGY PARTNERS LLC	900 NW 63D ST STE 200	OKLAHOMA CITY	OK	73116	_9414811898765413315738
	WHITE STAR ENERGY INC	PO BOX 51108	MIDLAND	TX	79710	_9414811898765413315776
	WHITE STAR ROYALTY COMPANY	PO BOX 51108	MIDLAND	TX	79710	_9414811898765413315912
WILBUR D & AFTON H WILSON TTEES	WILBUR D & AFTON H WILSON REV TRST	1013 EAST 5400 SOUTH	OGDEN	UT	84405	_9414811898765413315950
	WORD B WILSON INVESTMENTS LP	P O BOX 51790	MIDLAND	TX	79710	_9414811898765413315929
	CHARMAR LLC	4815 VISTA DEL OSO COURT NE	ALBUQUERQUE	NM	87109	_9414811898765413315905
	COLL BROTHERS OIL	P O BOX 1818	ROSWELL	NM	88202	_9414811898765413315998
	DAVID L & LESLIE WINN MD	17305 CHERRY LANE	LAGO VISTA	TX	78645	_9414811898765413315943
	ENERGY PROPERTIES LIMITED LP	P O BOX 51408	CASPER	WY	82605	_9414811898765413315981
	HUTCHINGS OIL COMPANY	P O BOX 1216	ALBUQUERQUE	NM	87103	_9414811898765413315936
	INNOVENTIONS INC	P O BOX 40	CEDAR CREST	NM	87008	_9414811898765413315974
	JACKS PEAK LLC	PO BOX 294928	KERRVILLE	TX	78029	_9414811898765413315615
	JORDAN WALTERMAN	1985 POWERS FERRY RD SE APT B	MARIETTA	GA	30067	_9414811898765413315660
	LAZY J BAR CANE LLC	PO BOX 3660	ROSWELL	NM	88202	_9414811898765413315622
	LEONARD LEGACY ROYALTY LLC	PO BOX 3422	MIDLAND	TX	79702	_9414811898765413315608
	LJA CHARITABLE INVESTMENTS LLC	1717 WEST LOOP SOUTH STE 1800	HOUSTON	TX	77027	_9414811898765413315691
	LLANO NATURAL RESOURCES LLC	PO BOX 65318	LUBBOCK	TX	79464	_9414811898765413315684
	LML PROPERTIES LLC	PO BOX 3194	BOULDER	CO	80307	_9414811898765413315639
MARK B MURPHY TRUSTEE	MARK B MURPHY IRREVOCABLE TRUST	PO BOX 2484	ROSWELL	NM	88202	_9414811898765413315677
	MITCHELL EXPLORATION	6212 HOMESTEAD BLVD	MIDLAND	TX	79707	_9414811898765413315158
PARTNERSHIP II LLC	MSH FAMILY REAL ESTATE	4143 MAPLE AVE SUITE 500	DALLAS	TX	75219	_9414811898765413315165
	NIXON ENERGY LLC	PO BOX 2222	ROSWELL	NM	88202	_9414811898765413315127
	PEGASUS RESOURCES LLC	PO BOX 733980	DALLAS	TX	75373	_9414811898765413315103
	PERMIAN BASIN INVESTMENT CORP	3515 JOSHUA ST	CARLSBAD	NM	88220	_9414811898765413315196
	ROBIN L MORGAN	135 W COTTONWOOD RD	ARTESIA	NM	88210	_9414811898765413315141
	ROEC INC	P O BOX 490	GRAND JUNCTION	CO	81502	_9414811898765413315189
	SAM L SHACKELFORD	1096 MECHEM DR STE G16	RUIDOSO	NM	88345	_9414811898765413315134

To Company Name	To Name	To Address Line 1	To City	To State	To ZIP	Tracking Number
HOLDINGS LP	SMP SIDECAR TITAN MINERAL	4143 MAPLE AVE SUITE 500	DALLAS	TX	75219	_9414811898765413315172
	SMP TITAN FLEX LP	4143 MAPLE AVE SUITE 500	DALLAS	TX	75219	_9414811898765413315318
	SMP TITAN MINERAL HOLDINGS LP	4143 MAPLE AVE SUITE 500	DALLAS	TX	75219	_9414811898765413315363
SUSAN S MURPHY TRUSTEE	SUSAN S MURPHY MARITAL TRUST	706 W BRAZOS	ROSWELL	NM	88201	_9414811898765413315301
	WEST BEND ENERGY PARTNERS III & IV LLC	1320 SOUTH UNIVERSITY DR STE 701	FORT WORTH	TX	76107	_9414811898765413315394
WILLIAM N HEISS & SUSAN E HEISS	WILLIAM N HEISS PROFIT SHARING	P O BOX 2680	CASPER	WY	82602	_9414811898765413315349
	WING RESOURCES V LLC	2100 MCKINNEY AVE STE 1540	DALLAS	TX	75201	_9414811898765413315387



**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

September 18, 2023

Re: Request for Pool and Lease Surface Commingling, Off-lease Measurement, Sales, & Storage for Oil Production at the Sand Dunes South Corridor Battery Train #1

Dear Interest Owner:

This is to advise you that OXY USA INC is filing an application with NMOCD to amend previously approved order PLC-898 for oil production at the Sand Dunes South Corridor Battery Train #1. A copy of the application is attached. This request is for *existing and future wells in the Lease / Communitization Agreements and Pools in the attached application.*

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

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

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

Respectfully,

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

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

# Carlsbad Current Argus.

PART OF THE USA 100% NETWORK

## Affidavit of Publication

Ad # 0005826431

**This is not an invoice**

### Notice of Application for Surface Commingling

OXY USA INC located at 5 Greenway Plaza, Suite 110 Houston TX 77046 is applying to the NMOCD to amend surface commingle permit PLC 898 for oil production at the Sand Dunes South Corridor Battery Train 1. The battery is located in Eddy County in Section 18 in T24S R31E. Wells going to this battery are located in Sections 5, 6, 7, 8, 17 and 18 in T24S R31E and Sections 1, 12 and 13 in T24S R30E. Production is from the Cotton Draw; Bone Spring, Poker Lake; Delaware Northwest and Purple Sage; Wolfcamp Gas.

Pursuant to NMAC 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.  
#5826431, Current Argus, September 17, 2023

**OXY USA INC**

5 GREENWAY PLAZA OFFICE 29.076

**HOUSTON, TX 77046**

I, a legal clerk of the **Carlsbad Current Argus**, a newspaper published daily at the City of Carlsbad, in said county of Eddy, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements may be published; that the printed notice attached hereto was published in the regular and entire edition of said newspaper and not in supplement thereof in editions dated as follows:

09/17/2023

Legal Clerk

Subscribed and sworn before me this September 17, 2023:

State of WI, County of Brown  
NOTARY PUBLIC

My commission expires

VICKY FELTY  
Notary Public  
State of Wisconsin

Ad # 0005826431

PO #: permit PLC 749D/E

# of Affidavits 1

**This is not an invoice**

**From:** [McClure, Dean, EMNRD](#) on behalf of [Engineer, OCD, EMNRD](#)  
**To:** [Musallam, Sandra C;](#) [Fortier, Eric](#)  
**Cc:** [McClure, Dean, EMNRD;](#) [Rikala, Ward, EMNRD;](#) [Wrinkle, Justin, EMNRD;](#) [Powell, Brandon, EMNRD;](#) [Paradis, Kyle O;](#) [Walls, Christopher](#)  
**Subject:** Approved Administrative Order PLC-898-A  
**Date:** Friday, January 5, 2024 2:32:54 PM  
**Attachments:** [PLC898A Order.pdf](#)

NMOCD has issued Administrative Order PLC-898-A which authorizes Oxy USA, Inc. (16696) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-47258	Jeff Smith MDP1 7 18 Federal Com #171H	W/2	7-24S-31E	98220
		W/2	18-24S-31E	
30-015-47249	Jeff Smith MDP1 7 18 Federal Com #172H	W/2	7-24S-31E	98220
		W/2	18-24S-31E	
30-015-47247	Jeff Smith MDP1 7 18 Federal Com #173H	W/2	7-24S-31E	98220
		W/2	18-24S-31E	
30-015-44526	Nimitz MDP1 12 Federal Com #1H	W/2 W/2	1-24S-30E	13367
		W/2 W/2	12-24S-30E	
30-015-44580	Nimitz MDP1 12 Federal Com #2H	W/2 W/2	1-24S-30E	13367
		W/2 W/2	12-24S-30E	
30-015-44581	Nimitz MDP1 12 Federal Com #9H	E/2 W/2	1-24S-30E	13367
		E/2 W/2	12-24S-30E	
30-015-44498	Nimitz MDP1 13 Federal Com #2H	W/2 E/2	13-24S-30E	13367
30-015-44525	Nimitz MDP1 13 Federal Com #3H	E/2 E/2	13-24S-30E	13367
30-015-44298	Palladium MDP1 7 6 Federal Com #1H	W/2 W/2	6-24S-31E	13367
		W/2 W/2	7-24S-31E	
30-015-44299	Palladium MDP1 7 6 Federal Com #2H	W/2 W/2	6-24S-31E	13367
		W/2 W/2	7-24S-31E	
30-015-44457	Palladium MDP1 7 6 Federal Com #3Y	E/2 W/2	6-24S-31E	13367
		E/2 W/2	7-24S-31E	
30-015-44293	Palladium MDP1 7 6 Federal Com #6H	E/2 E/2	6-24S-31E	13367
		E/2 E/2	7-24S-31E	
30-015-44459	Patton MDP1 17 Federal #1H	W/2 W/2	17-24S-31E	13367
30-015-44460	Patton MDP1 17 Federal #2H	W/2 W/2	17-24S-31E	13367
30-015-44496	Patton MDP1 17 Federal #3H	E/2 W/2	17-24S-31E	13367
30-015-44497	Patton MDP1 17 Federal #4H	W/2 E/2	17-24S-31E	13367
30-015-44444	Patton MDP1 17 Federal #5H	E/2 E/2	17-24S-31E	13367
30-015-44445	Patton MDP1 17 Federal #6H	E/2 E/2	17-24S-31E	13367
30-015-44316	Patton MDP1 18 Federal #23H	W/2 E/2	18-24S-31E	13367
30-015-44338	Patton MDP1 18 Federal #33H	W/2 E/2	18-24S-31E	13367
30-015-44318	Patton MDP1 18 Federal #73H	W/2 E/2	18-24S-31E	13367
30-015-44317	Patton MDP1 18 Federal #1H	W/2 W/2	18-24S-31E	13367
30-015-44337	Patton MDP1 18 Federal #2H	E/2 W/2	18-24S-31E	13367
30-015-44333	Patton MDP1 18 Federal #3H	E/2 W/2	18-24S-31E	13367
30-015-44272	Patton MDP1 18 Federal #5H	E/2 E/2	18-24S-31E	13367
30-015-44273	Patton MDP1 18 Federal #7H	E/2 E/2	18-24S-31E	13367
30-015-44369	Sunrise MDP1 8 5 Federal Com #1H	W/2 W/2	5-24S-31E	13367
		W/2 W/2	8-24S-31E	
30-015-44395	Sunrise MDP1 8 5 Federal Com #2H	W/2 W/2	5-24S-31E	13367
		W/2 W/2	8-24S-31E	
	Sunrise MDP1 8 5 Federal Com	E/2 W/2	5-24S-31E	

30-015-44474	#3H	E/2 W/2	8-24S-31E	13367
30-015-44475	Sunrise MDP1 8 5 Federal Com #4H	W/2 E/2	5-24S-31E	13367
30-015-44476	Sunrise MDP1 8 5 Federal Com #5H	W/2 E/2	8-24S-31E	13367
30-015-44473	Sunrise MDP1 8 5 Federal Com #6H	E/2 E/2	5-24S-31E	13367
30-015-43854	Patton MDP1 18 Federal #6H	E/2 E/2	8-24S-31E	98220
30-015-44989	Patton MDP1 17 Federal #171H	E/2 E/2	18-24S-31E	98220
30-015-44990	Patton MDP1 17 Federal #172H	W/2	17-24S-31E	98220
30-015-44991	Patton MDP1 17 Federal #173H	W/2	17-24S-31E	98220
30-015-45077	Patton MDP1 17 Federal #174H	W/2	17-24S-31E	98220
30-015-45078	Patton MDP1 17 Federal #175H	E/2	17-24S-31E	98220
30-015-45079	Patton MDP1 17 Federal #176H	E/2	17-24S-31E	98220
30-015-44930	Sunrise MDP1 8 5 Federal Com #171H	E/2 E/2	17-24S-31E	98220
30-015-44977	Sunrise MDP1 8 5 Federal Com #172H	W/2	5-24S-31E	98220
30-015-44931	Sunrise MDP1 8 5 Federal Com #173H	W/2	8-24S-31E	98220
30-015-45112	Sunrise MDP1 8 5 Federal Com #174H	W/2	5-24S-31E	98220
30-015-45152	Sunrise MDP1 8 5 Federal Com #175H	W/2	8-24S-31E	98220
30-015-45153	Sunrise MDP1 8 5 Federal Com #176H	E/2	5-24S-31E	98220
30-015-48588	Nimitz MDP1 13 1 Federal Com #1H	E/2	8-24S-31E	98220
30-015-48578	Nimitz MDP1 13 1 Federal Com #171H	E/2 W/2, W/2 E/2	1-24S-30E	98220
30-015-48613	Nimitz MDP1 13 1 Federal Com #172H	E/2 W/2, W/2 E/2	12-24S-30E	98220
30-015-48589	Nimitz MDP1 13 1 Federal Com #173H	E/2 W/2, W/2 E/2	13-24S-30E	98220
30-015-48586	Nimitz MDP1 13 1 Federal Com #311H	W/2 W/2	1-24S-30E	98220
30-015-48590	Nimitz MDP1 13 1 Federal Com #312H	W/2 W/2	12-24S-30E	98220
30-015-36401	Gila 12 Federal #2H	W/2 W/2	13-24S-30E	96046
30-015-41011	Nimitz 12 Federal #3H	E/2 W/2, W/2 E/2	1-24S-30E	96046
30-015-41506	Nimitz 12 Federal #4H	E/2 W/2, W/2 E/2	12-24S-30E	96046
30-015-41657	Nimitz 12 Federal #5H	E/2 W/2, W/2 E/2	13-24S-30E	96046
30-015-54092	Chuck Smith MDP1 8 17 Federal Com #4H	M N O	12-24S-30E	96046
	Chuck Smith MDP1 8 17 Federal	W/2 E/2	8-24S-31E	13367
		E/2	17-24S-31E	
		E/2	8-24S-31E	

30-015-54050	Com #5H	E/2	17-24S-31E	13367
30-015-54093	Chuck Smith MDP1 8 17 Federal Com #21H	W/2 W/2	8-24S-31E 17-24S-31E	13367
30-015-54097	Chuck Smith MDP1 8 17 Federal Com #22H	W/2 W/2	8-24S-31E 17-24S-31E	13367
30-015-54260	Chuck Smith MDP1 8 17 Federal Com #23H	W/2 W/2	8-24S-31E 17-24S-31E	13367
30-015-54091	Chuck Smith MDP1 8 17 Federal Com #44H	E/2 E/2	8-24S-31E 17-24S-31E	13367
30-015-54049	Chuck Smith MDP1 8 17 Federal Com #2H	W/2 W/2	8-24S-31E 17-24S-31E	98220
30-015-54096	Chuck Smith MDP1 8 17 Federal Com #3H	E/2 E/2	8-24S-31E 17-24S-31E	98220
30-015-54047	Chuck Smith MDP1 8 17 Federal Com #24H	E/2 E/2	8-24S-31E 17-24S-31E	98220
30-015-54094	Chuck Smith MDP1 8 17 Federal Com #25H	E/2 E/2	8-24S-31E 17-24S-31E	98220
30-015-54095	Chuck Smith MDP1 8 17 Federal Com #26H	E/2 E/2	8-24S-31E 17-24S-31E	98220

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

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

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

Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of October 2023, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

**Township 24 South, Range 31 East, N.M.P.M.**  
E/2 of Section 8, Eddy County, New Mexico

**Township 24 South, Range 31 East, N.M.P.M.**  
E/2 of Section 17, Eddy County, New Mexico

Containing 640.00 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the crude oil and associated natural gas hereafter referred to as "communitized substances," producible from such formation.

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2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be OXY USA Inc., 5 Greenway Plaza, Suite 110, Houston, TX 77046 . All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8<sup>th</sup> or 12 1/2 percent for Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8<sup>th</sup> should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month

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of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

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

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

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9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is October 1, 2022, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.

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- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 C.F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

**OXY USA Inc.**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
James Laning  
Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF TEXAS            §  
  § ss.  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_, by JAMES LANING, Attorney-in-fact of OXY USA INC., a Delaware corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the State of Texas

Chuck Smith MDP1 8\_17 Fed Com 4H and 5H

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

**OXY USA INC.**

BY: \_\_\_\_\_  
Signature of Authorized Agent

NAME: James Laning  
Name of Authorized Agent

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF Texas §  
§  
COUNTY OF Harris §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by JAMES LANING, Attorney-in-fact of OXY USA INC., a Delaware corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_





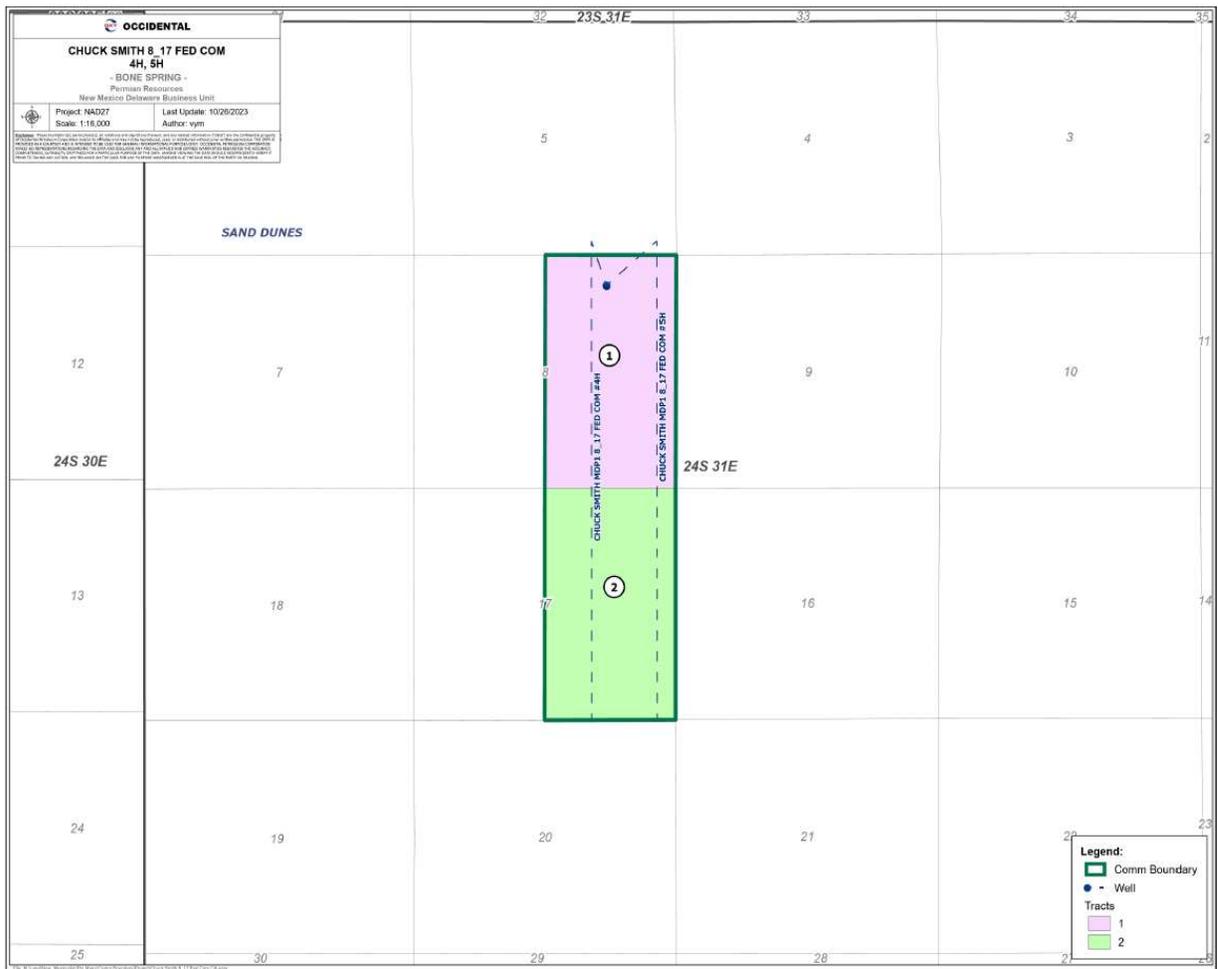
Chuck Smith MDP1 8\_17 Fed Com 4H and 5H

# EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated October 1<sup>st</sup>, 2023.

Plat of communitized area covering **640.00** acres in the E/2 of Section 8 and E/2 of Section 17,  
Township 24 South, Range 31 East, Eddy County New Mexico.

Chuck Smith MDP1 8\_17 Fed Com 4H and 5H



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**EXHIBIT “B”**

To Communitization Agreement Dated October 1, 2023, embracing the following described land in the E/2 of Section 8 and E/2 of Section 17, Township 24 South, Range 31 East, Eddy County New Mexico.

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	NMNM-142696
Description of Land Committed:	Township 24 South, Range 31 East, NMPM, Section 8: E/2
Current Lessee of Record:	Devon Energy Production Company LP
Number of Acres:	320 acres
Name and Percent of WI Owners:	OXY USA INC. – 100%

Tract No. 2

Lease Serial Number:	NMNM-089172
Description of Land Committed:	Township 24 South, Range 31 East, NMPM, Section 17: E/2
Current Lessee of Record:	EOG Resources Inc.
Number of Acres:	320 acres
Name and Percent of WI Owners:	OXY USA INC. – 100.00%

Chuck Smith MDP1 8\_17 Fed Com 4H and 5H

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	320.00	50.00%
2	320.00	50.00%
<b>Total</b>	<b>640.00</b>	<b>100.0000%</b>

Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of October 2023, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

**Township 24 South, Range 31 East, N.M.P.M.**  
E/2 of Section 8, Eddy County, New Mexico

**Township 24 South, Range 31 East, N.M.P.M.**  
E/2 of Section 17, Eddy County, New Mexico

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

Chuck Smith MDP1 8\_17 Fed Com 24H, 25H, and 26H

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be OXY USA Inc., 5 Greenway Plaza, Suite 110, Houston, TX 77046 . All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8<sup>th</sup> or 12 1/2 percent for Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8<sup>th</sup> should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month

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of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

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

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

Chuck Smith MDP1 8\_17 Fed Com 24H, 25H, and 26H

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is October 1, 2022, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.

Chuck Smith MDP1 8\_17 Fed Com 24H, 25H, and 26H

- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 C.F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

**OXY USA Inc.**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
James Laning  
Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF TEXAS           §  
  § ss.  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by JAMES LANING, Attorney-in-fact of OXY USA INC., a Delaware corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the State of Texas

Chuck Smith MDP1 8\_17 Fed Com 24H, 25H, and 26H

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

**OXY USA INC.**

BY: \_\_\_\_\_  
Signature of Authorized Agent

NAME: James Laning  
Name of Authorized Agent

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF Texas §  
§  
COUNTY OF Harris §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by JAMES LANING, Attorney-in-fact of OXY USA INC., a Delaware corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_





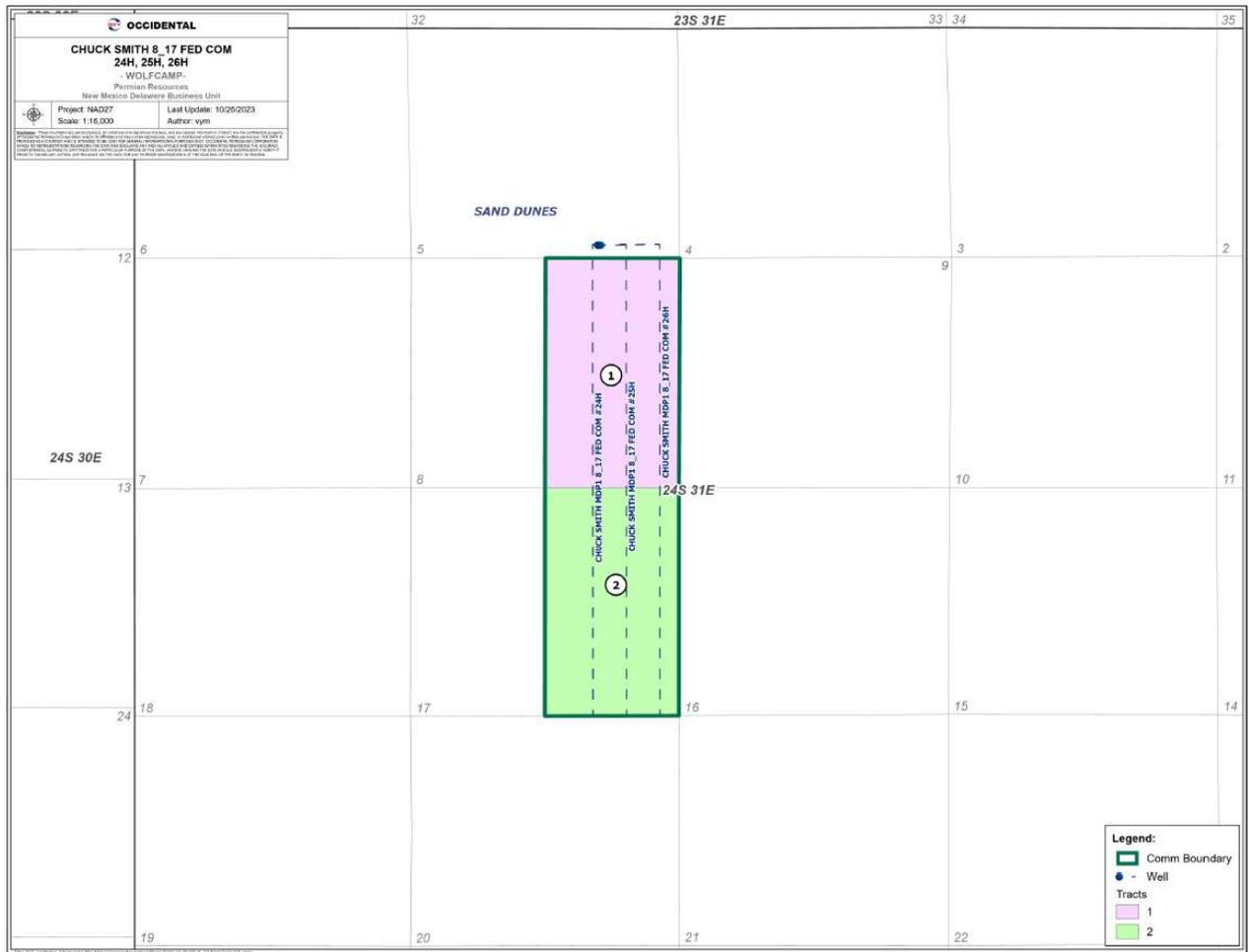
Chuck Smith MDP1 8\_17 Fed Com 24H, 25H, and 26H

# EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated October 1<sup>st</sup>, 2023.

Plat of communitized area covering **640.00** acres in the E/2 of Section 8 and E/2 of Section 17,  
Township 24 South, Range 31 East, Eddy County New Mexico.

## Chuck Smith MDP1 8\_17 Fed Com 24H, 25H, and 26H



Chuck Smith MDP1 8\_17 Fed Com 24H, 25H, and 26H

**EXHIBIT “B”**

To Communitization Agreement Dated October 1, 2023, embracing the following described land in the E/2 of Section 8 and E/2 of Section 17, Township 24 South, Range 31 East, Eddy County New Mexico.

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	NMNM-142696
Description of Land Committed:	Township 24 South, Range 31 East, NMPM, Section 8: E/2
Current Lessee of Record:	Devon Energy Production Company LP
Number of Acres:	320 acres
Name and Percent of WI Owners:	OXY USA INC. – 100%

Tract No. 2

Lease Serial Number:	NMNM-089172
Description of Land Committed:	Township 24 South, Range 31 East, NMPM, Section 17: E/2
Current Lessee of Record:	EOG Resources Inc.
Number of Acres:	320 acres
Name and Percent of WI Owners:	OXY USA INC. – 100.00%

Chuck Smith MDP1 8\_17 Fed Com 24H, 25H, and 26H

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	320.00	50.00%
2	320.00	50.00%
<b>Total</b>	<b>640.00</b>	<b>100.0000%</b>

Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of October 2023, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

**Township 24 South, Range 31 East, N.M.P.M.**  
W/2 of Section 8, Eddy County, New Mexico

**Township 24 South, Range 31 East, N.M.P.M.**  
W/2 of Section 17, Eddy County, New Mexico

Containing 640.00 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the crude oil and associated natural gas hereafter referred to as "communitized substances," producible from such formation.

Chuck Smith MDP1 8\_17 Fed Com 21H, 22H, and 23H

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be OXY USA Inc., 5 Greenway Plaza, Suite 110, Houston, TX 77046 . All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8<sup>th</sup> or 12 1/2 percent for Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8<sup>th</sup> should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month

Chuck Smith MDP1 8\_17 Fed Com 21H, 22H, and 23H

of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

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

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

Chuck Smith MDP1 8\_17 Fed Com 21H, 22H, and 23H

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is October 1, 2022, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.

Chuck Smith MDP1 8\_17 Fed Com 21H, 22H, and 23H

- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 C.F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

**OXY USA Inc.**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
James Laning  
Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF TEXAS            §  
  § ss.  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_, by JAMES LANING, Attorney-in-fact of OXY USA INC., a Delaware corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the State of Texas

Chuck Smith MDP1 8\_17 Fed Com 21H, 22H, and 23H

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

**OXY USA INC.**

BY: \_\_\_\_\_  
Signature of Authorized Agent

NAME: James Laning  
Name of Authorized Agent

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF Texas §  
§  
COUNTY OF Harris §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by JAMES LANING, Attorney-in-fact of OXY USA INC., a Delaware corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

Chuck Smith MDP1 8\_17 Fed Com 21H, 22H, and 23H

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

**OXY Y-1 COMPANY**

BY: \_\_\_\_\_  
Signature of Authorized Agent

NAME: James Laning  
Name of Authorized Agent

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by James Laning, Attorney-in-fact of OXY Y-1 COMPANY, a New Mexico corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

Chuck Smith MDP1 8\_17 Fed Com 21H, 22H, and 23H

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

**CHEVRON USA INC.**

BY: \_\_\_\_\_  
Signature of Authorized Agent

NAME: \_\_\_\_\_  
Name of Authorized Agent

TITLE: \_\_\_\_\_  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

\_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Attorney-in-fact of CHEVRON USA INC., a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_



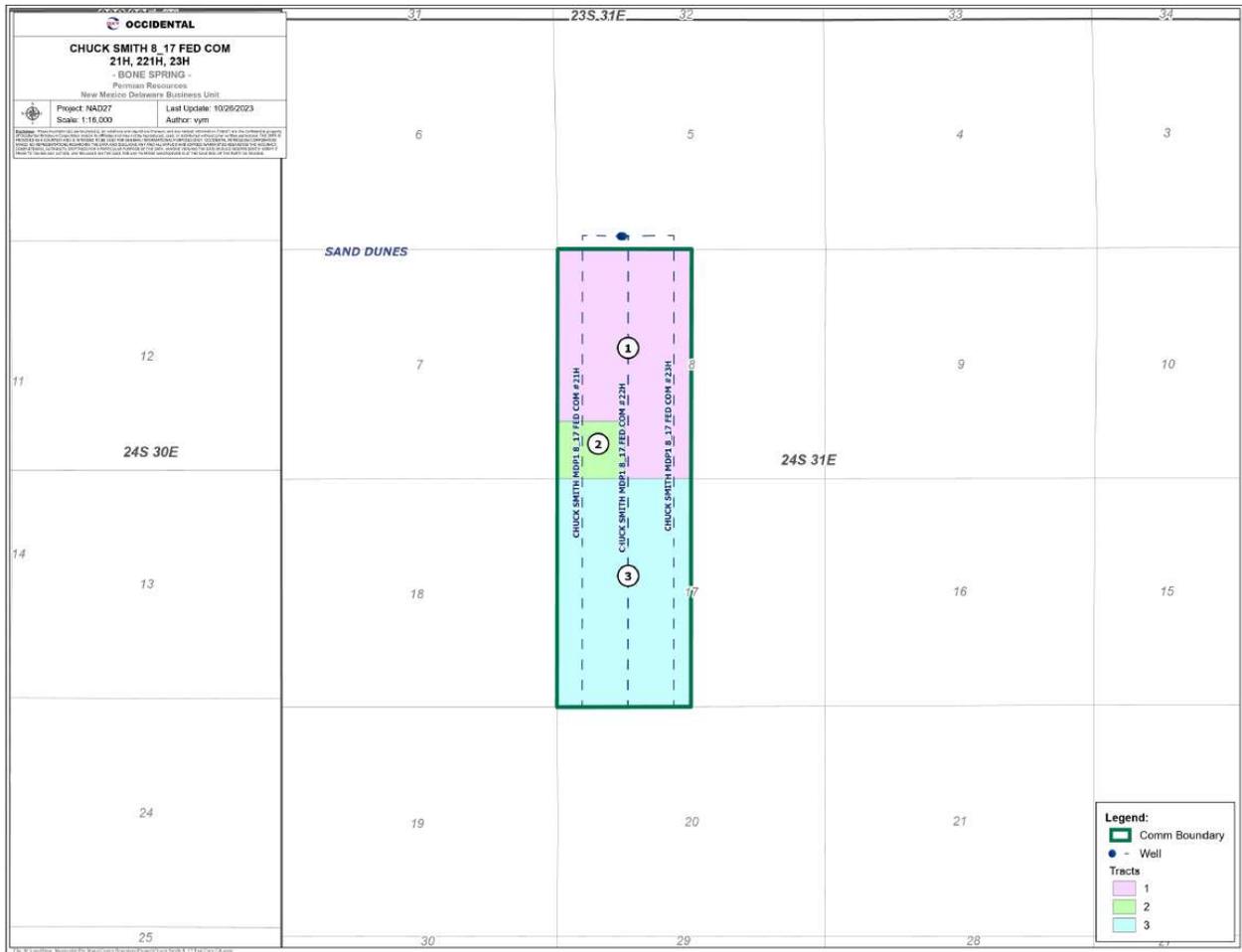
Chuck Smith MDP1 8\_17 Fed Com 21H, 22H, and 23H

# EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated October 1<sup>st</sup>, 2023.

Plat of communitized area covering **640.00** acres in the W/2 of Section 8 and W/2 of Section 17,  
Township 24 South, Range 31 East, Eddy County New Mexico.

## Chuck Smith MDP1 8\_17 Fed Com 21H, 22H, and 23H



Chuck Smith MDP1 8\_17 Fed Com 21H, 22H, and 23H

**EXHIBIT “B”**

To Communitization Agreement Dated October 1, 2023, embracing the following described land in the W/2 of Section 8 and W/2 of Section 17, Township 24 South, Range 31 East, Eddy County New Mexico.

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	NMNM-142143
Description of Land Committed:	Township 24 South, Range 31 East, NMPM, Section 8: NW/4, N/2/SW/4, SE/4SW/4
Current Lessee of Record:	Chevron USA Inc.
Number of Acres:	280 acres
Name and Percent of WI Owners:	OXY USA INC. – 50.00% OXY Y-1 Company - 50.00%

Tract No. 2

Lease Serial Number:	NMNM-142692
Description of Land Committed:	Township 24 South, Range 31 East, NMPM, Section 8: SW/4SW/4
Current Lessee of Record:	Chevron USA Inc.
Number of Acres:	40 acres
Name and Percent of WI Owners:	OXY USA INC. – 50.00% OXY Y-1 Company – 50.00%

Chuck Smith MDP1 8\_17 Fed Com 21H, 22H, and 23H

Tract No. 3

Lease Serial Number:	NMNM-089172
Description of Land Committed:	Township 24 South, Range 31 East, NMPM, Section 17: W/2
Current Lessee of Record:	EOG Resources Inc.
Number of Acres:	320 acres
Name and Percent of WI Owners:	OXY USA INC. – 100.00%

Chuck Smith MDP1 8\_17 Fed Com 21H, 22H, and 23H

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	280.00	43.75%
2	40.00	6.25%
3	320.00	50.00%
<b>Total</b>	<b>640.00</b>	<b>100.0000%</b>

Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of October 2023, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

**Township 24 South, Range 31 East, N.M.P.M.**

W/2 of Section 8, Eddy County, New Mexico

**Township 24 South, Range 31 East, N.M.P.M.**

W/2 of Section 17, Eddy County, New Mexico

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

Chuck Smith MDP1 8\_17 Fed Com 2H

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be OXY USA Inc., 5 Greenway Plaza, Suite 110, Houston, TX 77046 . All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8<sup>th</sup> or 12 1/2 percent for Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8<sup>th</sup> should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month

of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

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

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

Chuck Smith MDP1 8\_17 Fed Com 2H

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is October 1, 2022, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.

Chuck Smith MDP1 8\_17 Fed Com 2H

- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 C.F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

**OXY USA Inc.**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
James Laning  
Attorney-in-Fact

**ACKNOWLEDGMENT**

STATE OF TEXAS            §  
  § ss.  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_, by JAMES LANING, Attorney-in-fact of OXY USA INC., a Delaware corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the State of Texas



Chuck Smith MDP1 8\_17 Fed Com 2H

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

**OXY Y-1 COMPANY**

BY: \_\_\_\_\_  
Signature of Authorized Agent

NAME: James Laning  
Name of Authorized Agent

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by James Laning, Attorney-in-fact of OXY Y-1 COMPANY, a New Mexico corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

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

**CHEVRON USA INC.**

BY: \_\_\_\_\_  
Signature of Authorized Agent

NAME: \_\_\_\_\_  
Name of Authorized Agent

TITLE: \_\_\_\_\_  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

\_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Attorney-in-fact of CHEVRON USA INC., a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_



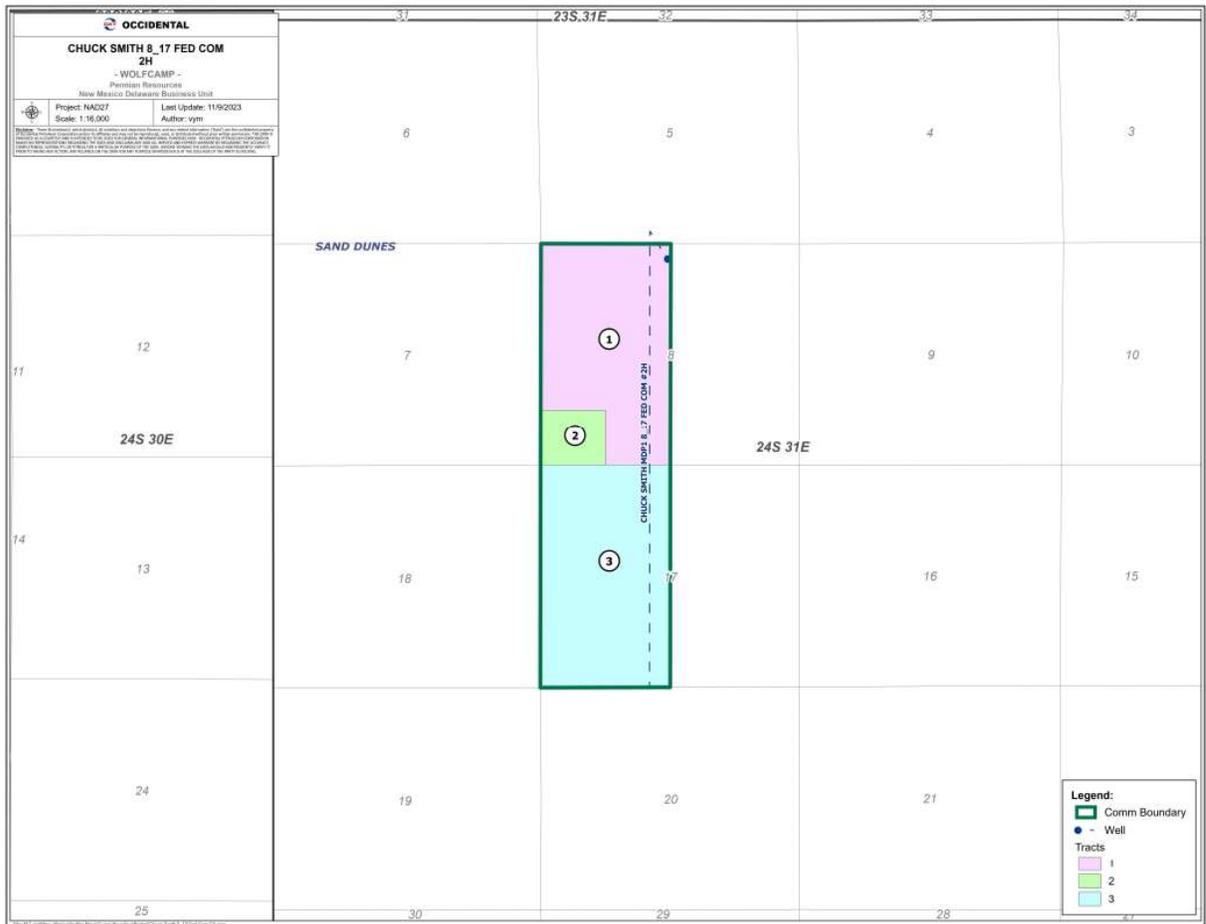
Chuck Smith MDP1 8\_17 Fed Com 2H

# EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated October 1<sup>st</sup>, 2023.

Plat of communitized area covering **640.00** acres in the W/2 of Section 8 and W/2 of Section 17, Township 24 South, Range 31 East, Eddy County New Mexico.

Chuck Smith MDP1 8\_17 Fed Com 2H



**EXHIBIT “B”**

To Communitization Agreement Dated October 1, 2023, embracing the following described land in the W/2 of Section 8 and W/2 of Section 17, Township 24 South, Range 31 East, Eddy County New Mexico.

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	NMNM-142143
Description of Land Committed:	Township 24 South, Range 31 East, NMPM, Section 8: NW/4, N/2/SW/4, SE/4SW/4
Current Lessee of Record:	Chevron USA Inc.
Number of Acres:	280 acres
Name and Percent of WI Owners:	OXY USA INC. – 50.00% OXY Y-1 Company - 50.00%

Tract No. 2

Lease Serial Number:	NMNM-142692
Description of Land Committed:	Township 24 South, Range 31 East, NMPM, Section 8: SW/4SW/4
Current Lessee of Record:	Chevron USA Inc.
Number of Acres:	40 acres
Name and Percent of WI Owners:	OXY USA INC. – 50.00% OXY Y-1 Company – 50.00%

Chuck Smith MDP1 8\_17 Fed Com 2H

Tract No. 3

Lease Serial Number:	NMNM-089172
Description of Land Committed:	Township 24 South, Range 31 East, NMPM, Section 17: W/2
Current Lessee of Record:	EOG Resources Inc.
Number of Acres:	320 acres
Name and Percent of WI Owners:	OXY USA INC. – 100.00%

Chuck Smith MDP1 8\_17 Fed Com 2H

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	280.00	43.75%
2	40.00	6.25%
3	320.00	50.00%
<b>Total</b>	<b>640.00</b>	<b>100.0000%</b>

DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
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NMNM105777378

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<b>Authority</b>	<b>Total Acres</b>	<b>Serial Number</b>
02-25-1920;041STAT0437;30USC181;MINERAL LEASING ACT OF 1920	655.0400	NMNM105777378

<b>Case File Jurisdiction</b>	<b>Legacy Serial No</b>
-------------------------------	-------------------------

**Product Type** COMMUNITIZATION AGREEMENT  
**Commodity** Natural Gas  
**Case Disposition** PENDING

**Lease Issued Date**

**CASE DETAILS** NMNM105777378

Case Name	C-8368305	Split Estate	Fed Min Interest
Effective Date	04/01/2022	Split Estate Acres	Future Min Interest No
Expiration Date		Royalty Rate	Future Min Interest Date
Land Type	Federal-All Rights	Royalty Rate Other	Acquired Royalty Interest
Formation Name	Wolfcamp	Approval Date	Held In a Producing Unit No
Parcel Number		Sale Date	Number of Active Wells
Parcel Status		Sales Status	
Participating Area		Total Bonus Amount 0.00	Production Determination Non-Producing
Related Agreement		Tract Number	Lease Suspended No
Application Type		Fund Code	Total Rental Amount

**CASE CUSTOMERS** NMNM105777378

Name & Mailing Address	Interest Relationship	Percent Interest
OXY USA INC 5 GREENWAY PLZ STE 110 HOUSTON TX 77046-0521	OPERATOR	100.000000

**LAND RECORDS** NMNM105777378

Mer	Twp	Rng	Sec	Survey Type	Survey Number	Subdivision	District / Field Office	County	Mgmt Agency
23	0240S	0310E	007	Lot		1,2,3,4	PECOS DISTRICT OFFICE, PECOS DISTRICT OFFICE, PECOS DISTRICT OFFICE, PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE, CARLSBAD FIELD OFFICE, CARLSBAD FIELD OFFICE	EDDY, EDDY, EDDY, EDDY	BUREAU OF LAND MANAGEMENT, BUREAU OF LAND MANAGEMENT
23	0240S	0310E	007	Aliquot		NESW,SESW, SENW,NENW	PECOS DISTRICT OFFICE, PECOS DISTRICT OFFICE, PECOS DISTRICT OFFICE, PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE, CARLSBAD FIELD OFFICE, CARLSBAD FIELD OFFICE	EDDY, EDDY, EDDY, EDDY	BUREAU OF LAND MANAGEMENT, BUREAU OF LAND MANAGEMENT
23	0240S	0310E	018	Lot		4,1,3,2	PECOS DISTRICT OFFICE, PECOS DISTRICT OFFICE, PECOS DISTRICT OFFICE, PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE, CARLSBAD FIELD OFFICE, CARLSBAD FIELD OFFICE	EDDY, EDDY, EDDY, EDDY	BUREAU OF LAND MANAGEMENT, BUREAU OF LAND MANAGEMENT
23	0240S	0310E	018	Aliquot		SENW,NESW, NENW,SESW	PECOS DISTRICT OFFICE, PECOS DISTRICT OFFICE, PECOS DISTRICT OFFICE, PECOS DISTRICT OFFICE	EDDY, EDDY, EDDY, EDDY	BUREAU OF LAND MANAGEMENT, BUREAU OF LAND MANAGEMENT, BUREAU OF LAND MANAGEMENT, BUREAU OF LAND MANAGEMENT

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Mer	Twp	Rng	Sec	Survey Type	Survey Number	Subdivision	District / Field Office	County	Mgmt Agency
							DISTRICT OFFICE, PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE, CARLSBAD FIELD OFFICE, CARLSBAD FIELD OFFICE, CARLSBAD FIELD OFFICE		MANAGEMENT, BUREAU OF LAND MANAGEMENT, BUREAU OF LAND MANAGEMENT, BUREAU OF LAND MANAGEMENT

CASE ACTIONS					
Action Date	Date Filed	Action Name	Action Status	Action Information	NMNM105777378
08/04/2022	08/04/2022	ADD CASE LANDS	APPROVED/ACCEPTED	Action Effective Date: 2022-04-01 Case Action Status Date: 2022-08-08	
08/04/2022	08/04/2022	AGREEMENT FILED	APPROVED/ACCEPTED	Case Action Status Date: 2022-08-08	

ASSOCIATED AGREEMENT OR LEASE (RECAPITULATION TABLE) INFO						NMNM105777378		
Lease Serial Number	Lease Legacy Serial Number	Case Disposition	Type	Tract No	Commitment Status	Commitment Status Effective Date	Acres	Allocation Percent
NMNM105365776	NMNM 057273	PENDING	FEDERAL	01			327.1600	49.945042
NMNM105368185	NMNM 089819	PENDING	FEDERAL	02			327.8800	50.000000

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 HISTORICAL INFORMATION MAY ONLY BE ACCESSIBLE THROUGH THE MLRS WEBSITE.

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
SUNRISE MDP1	5H	3001544476	NMNM031963	NMNM031963	OXY USA
CHUCK SMITH	21H	3001554093	NMNM142143	NMNM142143	OXY USA
CHUCK SMITH	25H	3001554094	NMNM142696	NMNM142696	OXY USA
JEFF SMITH	171H	3001547258	NMNM57273	NMNM57273	OXY USA
NIMITZ 12	4H	3001541506	NMNM82896	NMNM82896	OXY USA
CHUCK SMITH	24H	3001554047	NMNM142696	NMNM142696	OXY USA
PATTON MDP1-	2H	3001544337	NMNM89819	NMNM89819	OXY USA
PATTON MDP1-	5H	3001544272	NMNM89819	NMNM89819	OXY USA
PATTON MDP1-	7H	3001544273	NMNM89819	NMNM89819	OXY USA
PALLADIUM	2H	3001544299	NMNM57273	NMNM57273	OXY USA
PATTON MDP1	1H	3001544459	NMNM63757	NMNM63757	OXY USA
NIMITZ MDP1 12	1H	3001544526	NMNM82896	NMNM82896	OXY USA
CHUCK SMITH	22H	3001554097	NMNM142143	NMNM142143	OXY USA
NIMITZ 12	3H	3001541011	NMNM82896	NMNM82896	OXY USA
NIMITZ 12	5H	3001541657	NMNM82896	NMNM82896	OXY USA
PALLADIUM	1H	3001544298	NMNM57273	NMNM57273	OXY USA
PATTON MDP1	4H	3001544497	NMNM29234	NMNM29234	OXY USA
NIMITZ MDP1 13	3H	3001544525	NMNM82896	NMNM82896	OXY USA
SUNRISE MDP1	172H	3001544977	NMNM89172	NMNM89172	OXY USA
PATTON MDP1	173H	3001544991	NMNM89172	NMNM89172	OXY USA
SUNRISE MDP1	174H	3001545112	NMNM89172	NMNM89172	OXY USA
CHUCK SMITH	3H	3001554096	NMNM142143	NMNM142143	OXY USA
JEFF SMITH	173H	3001547247	NMNM57273	NMNM57273	OXY USA
NIMITZ MDP1	312H	3001548590	NMNM120897	NMNM120897	OXY USA
GILA 12 FEDERAL	2H	3001536401	NMNM82896	NMNM82896	OXY USA
PATTON MDP1	23H	3001544316	NMNM89819	NMNM89819	OXY USA
PATTON MDP1	5H	3001544444	NMNM031963	NMNM031963	OXY USA
SUNRISE MDP1	6H	3001544473	NMNM031963	NMNM031963	OXY USA
NIMITZ MDP1 12	2H	3001544580	NMNM82896	NMNM82896	OXY USA
PATTON MDP1	171H	3001544989	NMNM89172	NMNM89172	OXY USA
PATTON MDP1	172H	3001544990	NMNM89172	NMNM89172	OXY USA
SUNRISE MDP1	175H	3001545152	NMNM89172	NMNM89172	OXY USA
CHUCK SMITH	26H	3001554095	NMNM142696	NMNM142696	OXY USA
JEFF SMITH	172H	3001547249	NMNM57273	NMNM57273	OXY USA
NIMITZ MDP1	173H	3001548589	NMNM120897	NMNM120897	OXY USA
CHUCK SMITH	4H	3001554092	NMNM142696	NMNM142696	OXY USA
CHUCK SMITH	5H	3001554050	NMNM142696	NMNM142696	OXY USA
PALLADIUM	6H	3001544293	NMNM57273	NMNM57273	OXY USA
PATTON MDP1	33H	3001544338	NMNM89819	NMNM89819	OXY USA
SUNRISE MDP1	3H	3001544474	NMNM29234	NMNM29234	OXY USA
SUNRISE MDP1	4H	3001544475	NMNM29234	NMNM29234	OXY USA

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
NIMITZ MDP1 13	2H	3001544498	NMNM82896	NMNM82896	OXY USA
SUNRISE MDP1	171H	3001544930	NMNM89172	NMNM89172	OXY USA
SUNRISE MDP1	176H	3001545153	NMNM89172	NMNM89172	OXY USA
PALLADIUM	3Y	3001544457	NMNM57273	NMNM137685	OXY USA
CHUCK SMITH	23H	3001554260	NMNM142143	NMNM142143	OXY USA
PATTON MDP1	73H	3001544318	NMNM89819	NMNM89819	OXY USA
PATTON MDP1	3H	3001544496	NMNM29234	NMNM29234	OXY USA
NIMITZ MDP1	171H	3001548578	NMNM120897	NMNM120897	OXY USA
NIMITZ MDP1	311H	3001548586	NMNM120897	NMNM120897	OXY USA
PATTON MDP1-	1H	3001544317	NMNM89819	NMNM89819	OXY USA
PATTON MDP1-	3H	3001544333	NMNM89819	NMNM89819	OXY USA
SUNRISE MDP1	1H	3001544369	NMNM63757	NMNM63757	OXY USA
SUNRISE MDP1	2H	3001544395	NMNM63757	NMNM63757	OXY USA
NIMITZ MDP1 12	9H	3001544581	NMNM82896	NMNM82896	OXY USA
PATTON MDP1	175H	3001545078	NMNM89172	NMNM89172	OXY USA
NIMITZ MDP1	1H	3001548588	NMNM120897	NMNM120897	OXY USA
NIMITZ MDP1	172H	3001548613	NMNM120897	NMNM120897	OXY USA
CHUCK SMITH	44H	3001554091	NMNM142696	NMNM142696	OXY USA
PATTON MDP1	2H	3001544460	NMNM63757	NMNM63757	OXY USA
PATTON MDP1	6H	3001544445	NMNM031963	NMNM031963	OXY USA
SUNRISE MDP1	173H	3001544931	NMNM89172	NMNM89172	OXY USA
PATTON MDP1	176H	3001545079	NMNM89172	NMNM89172	OXY USA
PATTON MDP1	174H	3001545077	NMNM89172	NMNM89172	OXY USA
CHUCK SMITH	2H	3001554049	NMNM142143	NMNM142143	OXY USA
PATTON MDP1	6H	3001543854	NMNM89819	NMNM89819	OXY USA

**Notice of Intent**

**Sundry ID:** 2762120

**Type of Submission:** Notice of Intent

**Type of Action:** Commingling (Surface)

**Date Sundry Submitted:** 11/16/2023

**Time Sundry Submitted:** 04:39

**Date proposed operation will begin:** 12/01/2023

**Procedure Description:** OXY requests approval according to 43 CFR 3173.14(a)(1)(i) to commingle production at the Sand Dunes Battery Train #1. Train #1 has all leases/CAs with the same BLM 100% fixed royalty rate of BLM NRI 12.5%. Commingling will not reduce the individual wells' production value or otherwise negatively affect the royalty revenue of the Federal government. It is the most effective means of producing the reserves. Justification including allocation methodology is attached.

**Surface Disturbance**

**Is any additional surface disturbance proposed?:** No

**NOI Attachments**

**Procedure Description**

Sand\_Dunes\_TR1\_Comingling\_BLM\_11.23\_20231116163648.pdf

CONFIDENTIAL

**Operator**

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

**Operator Electronic Signature:** SANDRA MUSALLAM

**Signed on:** NOV 16, 2023 04:37 PM

**Name:** OXY USA INCORPORATED

**Title:** Regulatory Engineer

**Street Address:** 5 GREENWAY PLAZA, SUITE 110

**City:** HOUSTON **State:** TX

**Phone:** (713) 366-5106

**Email address:** SANDRA\_MUSALLAM@OXY.COM

**Field**

**Representative Name:**

**Street Address:**

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

**Phone:**

**Email address:**

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

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NMNM105766133

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<b>Authority</b>	<b>Total Acres</b>	<b>Serial Number</b>
02-25-1920;041STAT0437;30USC181;MINERAL LEASING ACT OF 1920	640.5100	NMNM105766133
<b>Product Type</b>	<b>Case File Jurisdiction</b>	<b>Legacy Serial No</b>
COMMUNITIZATION AGREEMENT		
<b>Commodity</b>		<b>Lease Issued Date</b>
Oil & Gas		
<b>Case Disposition</b>		
PENDING		

**CASE DETAILS** NMNM105766133

Case Name	C-8356870	Split Estate	Fed Min Interest
Effective Date	02/01/2019	Split Estate Acres	Future Min Interest No
Expiration Date		Royalty Rate	Future Min Interest Date
Land Type	Federal-All Rights	Royalty Rate Other	Acquired Royalty Interest
Formation Name	Wolfcamp	Approval Date	Held In a Producing Unit No
Parcel Number		Sale Date	Number of Active Wells
Parcel Status		Sales Status	
Participating Area		Total Bonus Amount 0.00	Production Determination Non-Producing
Related Agreement		Tract Number	Lease Suspended No
Application Type		Fund Code	Total Rental Amount

**CASE CUSTOMERS** NMNM105766133

Name & Mailing Address	Interest Relationship	Percent Interest
OXY USA INC 5 GREENWAY PLZ STE 110 HOUSTON TX 77046-0521	OPERATOR	100.000000

**LAND RECORDS** NMNM105766133

Mer	Twp	Rng	Sec	Survey Type	Survey Number	Subdivision	District / Field Office	County	Mgmt Agency
23	0240S	0310E	005	Lot		3,4	PECOS DISTRICT OFFICE, PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE, CARLSBAD FIELD OFFICE	EDDY, EDDY	BUREAU OF LAND MANAGEMENT, BUREAU OF LAND MANAGEMENT
23	0240S	0310E	005	Aliquot		S2NW, SW	PECOS DISTRICT OFFICE, PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE, CARLSBAD FIELD OFFICE	EDDY, EDDY	BUREAU OF LAND MANAGEMENT, BUREAU OF LAND MANAGEMENT
23	0240S	0310E	008	Aliquot		W2	PECOS DISTRICT OFFICE, PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE, CARLSBAD FIELD OFFICE	EDDY, EDDY, EDDY, EDDY, EDDY	BUREAU OF LAND MANAGEMENT, BUREAU OF LAND MANAGEMENT

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**DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
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(MASS) Serial Register Page  
NMNM105766133**

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**CASE ACTIONS**

Action Date	Date Filed	Action Name	Action Status	Action Information	NMNM105766133
05/18/2022	05/18/2022	ADD CASE LANDS	APPROVED/ACCEPTED	Action Effective Date: 2019-02-01 Case Action Status Date: 2022-05-24	
05/18/2022	05/18/2022	AGREEMENT FILED	APPROVED/ACCEPTED	Action Effective Date: 2019-02-01 Case Action Status Date: 2022-05-24	

**ASSOCIATED AGREEMENT OR LEASE (RECAPITULATION TABLE) INFO**

NMNM105766133

Lease Serial Number	Lease Legacy Serial Number	Case Disposition	Type	Tract No	Commitment Status	Commitment Status Effective Date	Acres	Allocation Percent
NMNM105477845	NMNM 104730	PENDING	FEDERAL	01			280.5100	43.794800
NMNM105465259	NMNM 082904	PENDING	FEDERAL	02			40.0000	6.245000
NMNM105517533	NMNM 142143	PENDING	FEDERAL	03			280.0000	43.715200
NMNM105313662	NMNM 063757	PENDING	FEDERAL	04			40.0000	6.245000

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NMNM105766134

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<b>Authority</b>	<b>Total Acres</b>	<b>Serial Number</b>
02-25-1920;041STAT0437;30USC181;MINERAL LEASING ACT OF 1920	640.5700	NMNM105766134

Case File Jurisdiction Legacy Serial No

Product Type COMMUNITIZATION AGREEMENT  
Commodity Oil & Gas  
Case Disposition PENDING

Lease Issued Date

**CASE DETAILS** NMNM105766134

Case Name	C-8356872	Split Estate	Fed Min Interest
Effective Date	02/01/2019	Split Estate Acres	Future Min Interest No
Expiration Date		Royalty Rate	Future Min Interest Date
Land Type	Federal-All Rights	Royalty Rate Other	Acquired Royalty Interest
Formation Name	Wolfcamp	Approval Date	Held In a Producing Unit No
Parcel Number		Sale Date	Number of Active Wells
Parcel Status		Sales Status	
Participating Area		Total Bonus Amount 0.00	Production Determination Non-Producing
Related Agreement		Tract Number	Lease Suspended No
Application Type		Fund Code	Total Rental Amount

**CASE CUSTOMERS** NMNM105766134

Name & Mailing Address	Interest Relationship	Percent Interest
OXY USA INC 5 GREENWAY PLZ STE 110 HOUSTON TX 77046-0521	OPERATOR	100.000000

**LAND RECORDS** NMNM105766134

Mer	Twp	Rng	Sec	Survey Type	Survey Number	Subdivision	District / Field Office	County	Mgmt Agency
23	0240S	0310E	005	Lot		1,2	PECOS DISTRICT OFFICE, PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE, CARLSBAD FIELD OFFICE	EDDY, EDDY	BUREAU OF LAND MANAGEMENT, BUREAU OF LAND MANAGEMENT
23	0240S	0310E	005	Aliquot		S2NE, SE	PECOS DISTRICT OFFICE, PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE, CARLSBAD FIELD OFFICE	EDDY, EDDY	BUREAU OF LAND MANAGEMENT, BUREAU OF LAND MANAGEMENT
23	0240S	0310E	008	Aliquot		E2	PECOS DISTRICT OFFICE, PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE, CARLSBAD FIELD OFFICE	EDDY, EDDY, EDDY, EDDY, EDDY, EDDY	BUREAU OF LAND MANAGEMENT, BUREAU OF LAND MANAGEMENT

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM  
HISTORICAL INFORMATION MAY ONLY BE ACCESSIBLE THROUGH THE MLRS WEBSITE.

**DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CASE RECORDATION  
(MASS) Serial Register Page  
NMNM105766134**

Run Date/Time: 2/6/2023 17:05 PM

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**CASE ACTIONS** NMNM105766134

Action Date	Date Filed	Action Name	Action Status	Action Information
05/18/2022	05/18/2022	ADD CASE LANDS	APPROVED/ACCEPTED	Action Effective Date: 2019-02-01 Case Action Status Date: 2022-05-24
05/18/2022	05/18/2022	AGREEMENT FILED	APPROVED/ACCEPTED	Action Effective Date: 2019-02-01 Case Action Status Date: 2022-05-24

**ASSOCIATED AGREEMENT OR LEASE (RECAPITULATION TABLE) INFO** NMNM105766134

Lease Serial Number	Lease Legacy Serial Number	Case Disposition	Type	Tract No	Commitment Status	Commitment Status Effective Date	Acres	Allocation Percent
NMNM105477845	NMNM 104730	PENDING	FEDERAL	01			320.5700	50.044900
NMNM105477845	NMNM 104730	PENDING	FEDERAL	02			320.0000	49.955100

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM  
HISTORICAL INFORMATION MAY ONLY BE ACCESSIBLE THROUGH THE MLRS WEBSITE.

**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-898-A**

**ORDER**

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

**FINDINGS OF FACT**

1. Oxy USA, Inc. (“Applicant”) submitted a complete application to surface commingle the oil production from the pools, leases, and wells identified in Exhibit A (“Application”).
2. Applicant proposed a method to allocate the oil production to the pools, leases, and wells to be commingled.
3. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the oil production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
4. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
5. Applicant certified the commingling of oil production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil production to less than if it had remained segregated.
6. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10.C.(4)(g) NMAC.
7. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil production from wells which have not yet been approved to be drilled, but will produce from a pool and lease identified in Exhibit A.
8. Applicant submitted or intends to submit one or more proposed communitization agreement(s) (“Proposed Agreement(s)”) to the BLM or NMSLO, as applicable, identifying the acreage of each lease to be consolidated into a single pooled area (“Pooled Area”), as described in Exhibit B.

### **CONCLUSIONS OF LAW**

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

### **ORDER**

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

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

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

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

2. This Order supersedes Order PLC-898.
3. For each Pooled Area described in Exhibit B, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit a Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingling application to OCD to conform this Order with the approved Agreement(s). If Applicant fails to submit the new surface commingling application or OCD denies the new surface commingling application, this Order shall terminate on the date of such action.

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

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

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

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

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

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

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

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

6. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
7. Applicant shall calibrate the meters used to measure or allocate oil production in accordance with 19.15.12.10.C.(2) NMAC.
8. If the commingling of oil production from any pool, lease, or well reduces the value of the commingled oil production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
9. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10.C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
10. If a well is not included in Exhibit A but produces from a pool and lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil production to it, and the location(s) that commingling of its production will occur.

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

**STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION**



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

**DATE:** 1/5/24

State of New Mexico  
Energy, Minerals and Natural Resources Department

**Exhibit A**

**Order: PLC-898-A**  
**Operator: Oxy USA, Inc. (16696)**  
**Central Tank Battery: Sand Dunes South Corridor Facility**  
**Central Tank Battery Location: UL B, Section 18, Township 24 South, Range 31 East**  
**Gas Title Transfer Meter Location:**

**Pools**

Pool Name	Pool Code
COTTON DRAW; BONE SPRING	13367
POKER LAKE; DELAWARE, NORTHWEST	96046
PURPLE SAGE; WOLFCAMP (GAS)	98220

**Leases as defined in 19.15.12.7(C) NMAC**

Lease	UL or Q/Q	S-T-R
NMNM 082896	All minus I	12-24S-30E
	A B C D G H I	13-24S-30E
NMNM 097133	W/2, W/2 E/2	1-24S-30E
NMNM 082896	W/2, W/2 E/2	12-24S-30E
	B C D G	13-24S-30E
NMNM 120987	E F J K L M N O	13-24S-30E
NMNM 089172	All	17-24S-31E
NMNM 089819	All	18-24S-31E
CA Bone Spring NMNM 138992	W/2 W/2	1-24S-30E
	W/2 W/2	12-24S-30E
CA Bone Spring NMNM 138995	E/2 W/2	1-24S-30E
	E/2 W/2	12-24S-30E
CA Bone Spring NMNM 138997	E/2 E/2	13-24S-30E
CA Bone Spring NMNM 138996	W/2 E/2	13-24S-30E
CA Bone Spring NMNM 137687	E/2	6-24S-31E
	E/2	7-24S-31E
CA Bone Spring NMNM 137968	W/2 W/2	6-24S-31E
	W/2 W/2	7-24S-31E
CA Bone Spring NMNM 138291	W/2 W/2	5-24S-31E
	W/2 W/2	8-24S-31E
CA Bone Spring NMNM 138294	E/2 W/2	5-24S-31E
	E/2 W/2	8-24S-31E
CA Bone Spring NMNM 138295	W/2 E/2	5-24S-31E
	W/2 E/2	8-24S-31E
CA Bone Spring NMNM 138296	E/2 E/2	5-24S-31E
	E/2 E/2	8-24S-31E
CA Bone Spring NMNM 137685	E/2 W/2	6-24S-31E
	E/2 W/2	7-24S-31E
NMNM 104730	All minus M	5-24S-31E
NMNM 142143	W/2 minus M	8-24S-31E

	NMNM 142692	M	8-24S-31E
	NMNM 142696	E/2	8-24S-31E
	NMNM 057273	W/2	7-24S-31E

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-47258	Jeff Smith MDP1 7 18 Federal Com #171H	W/2	7-24S-31E	98220
		W/2	18-24S-31E	
30-015-47249	Jeff Smith MDP1 7 18 Federal Com #172H	W/2	7-24S-31E	98220
		W/2	18-24S-31E	
30-015-47247	Jeff Smith MDP1 7 18 Federal Com #173H	W/2	7-24S-31E	98220
		W/2	18-24S-31E	
30-015-44526	Nimitz MDP1 12 Federal Com #1H	W/2 W/2	1-24S-30E	13367
		W/2 W/2	12-24S-30E	
30-015-44580	Nimitz MDP1 12 Federal Com #2H	W/2 W/2	1-24S-30E	13367
		W/2 W/2	12-24S-30E	
30-015-44581	Nimitz MDP1 12 Federal Com #9H	E/2 W/2	1-24S-30E	13367
		E/2 W/2	12-24S-30E	
30-015-44498	Nimitz MDP1 13 Federal Com #2H	W/2 E/2	13-24S-30E	13367
30-015-44525	Nimitz MDP1 13 Federal Com #3H	E/2 E/2	13-24S-30E	13367
30-015-44298	Palladium MDP1 7 6 Federal Com #1H	W/2 W/2	6-24S-31E	13367
		W/2 W/2	7-24S-31E	
30-015-44299	Palladium MDP1 7 6 Federal Com #2H	W/2 W/2	6-24S-31E	13367
		W/2 W/2	7-24S-31E	
30-015-44457	Palladium MDP1 7 6 Federal Com #3Y	E/2 W/2	6-24S-31E	13367
		E/2 W/2	7-24S-31E	
30-015-44293	Palladium MDP1 7 6 Federal Com #6H	E/2 E/2	6-24S-31E	13367
		E/2 E/2	7-24S-31E	
30-015-44459	Patton MDP1 17 Federal #1H	W/2 W/2	17-24S-31E	13367
30-015-44460	Patton MDP1 17 Federal #2H	W/2 W/2	17-24S-31E	13367
30-015-44496	Patton MDP1 17 Federal #3H	E/2 W/2	17-24S-31E	13367
30-015-44497	Patton MDP1 17 Federal #4H	W/2 E/2	17-24S-31E	13367
30-015-44444	Patton MDP1 17 Federal #5H	E/2 E/2	17-24S-31E	13367
30-015-44445	Patton MDP1 17 Federal #6H	E/2 E/2	17-24S-31E	13367
30-015-44316	Patton MDP1 18 Federal #23H	W/2 E/2	18-24S-31E	13367
30-015-44338	Patton MDP1 18 Federal #33H	W/2 E/2	18-24S-31E	13367
30-015-44318	Patton MDP1 18 Federal #73H	W/2 E/2	18-24S-31E	13367
30-015-44317	Patton MDP1 18 Federal #1H	W/2 W/2	18-24S-31E	13367
30-015-44337	Patton MDP1 18 Federal #2H	E/2 W/2	18-24S-31E	13367
30-015-44333	Patton MDP1 18 Federal #3H	E/2 W/2	18-24S-31E	13367
30-015-44272	Patton MDP1 18 Federal #5H	E/2 E/2	18-24S-31E	13367
30-015-44273	Patton MDP1 18 Federal #7H	E/2 E/2	18-24S-31E	13367
30-015-44369	Sunrise MDP1 8 5 Federal Com #1H	W/2 W/2	5-24S-31E	13367
		W/2 W/2	8-24S-31E	
30-015-44395	Sunrise MDP1 8 5 Federal Com #2H	W/2 W/2	5-24S-31E	13367
		W/2 W/2	8-24S-31E	
30-015-44474	Sunrise MDP1 8 5 Federal Com #3H	E/2 W/2	5-24S-31E	13367
		E/2 W/2	8-24S-31E	

30-015-44475	Sunrise MDP1 8 5 Federal Com #4H	W/2 E/2 W/2 E/2	5-24S-31E 8-24S-31E	13367
30-015-44476	Sunrise MDP1 8 5 Federal Com #5H	E/2 E/2 E/2 E/2	5-24S-31E 8-24S-31E	13367
30-015-44473	Sunrise MDP1 8 5 Federal Com #6H	E/2 E/2 E/2 E/2	5-24S-31E 8-24S-31E	13367
30-015-43854	Patton MDP1 18 Federal #6H	E/2 E/2	18-24S-31E	98220
30-015-44989	Patton MDP1 17 Federal #171H	W/2	17-24S-31E	98220
30-015-44990	Patton MDP1 17 Federal #172H	W/2	17-24S-31E	98220
30-015-44991	Patton MDP1 17 Federal #173H	W/2	17-24S-31E	98220
30-015-45077	Patton MDP1 17 Federal #174H	E/2	17-24S-31E	98220
30-015-45078	Patton MDP1 17 Federal #175H	E/2	17-24S-31E	98220
30-015-45079	Patton MDP1 17 Federal #176H	E/2 E/2	17-24S-31E	98220
30-015-44930	Sunrise MDP1 8 5 Federal Com #171H	W/2 W/2	5-24S-31E 8-24S-31E	98220
30-015-44977	Sunrise MDP1 8 5 Federal Com #172H	W/2 W/2	5-24S-31E 8-24S-31E	98220
30-015-44931	Sunrise MDP1 8 5 Federal Com #173H	W/2 W/2	5-24S-31E 8-24S-31E	98220
30-015-45112	Sunrise MDP1 8 5 Federal Com #174H	E/2 E/2	5-24S-31E 8-24S-31E	98220
30-015-45152	Sunrise MDP1 8 5 Federal Com #175H	E/2 E/2	5-24S-31E 8-24S-31E	98220
30-015-45153	Sunrise MDP1 8 5 Federal Com #176H	E/2 E/2	5-24S-31E 8-24S-31E	98220
30-015-48588	Nimitz MDP1 13 1 Federal Com #1H	E/2 W/2, W/2 E/2 E/2 W/2, W/2 E/2 E/2 W/2, W/2 E/2	1-24S-30E 12-24S-30E 13-24S-30E	98220
30-015-48578	Nimitz MDP1 13 1 Federal Com #171H	W/2 W/2 W/2 W/2 W/2 W/2	1-24S-30E 12-24S-30E 13-24S-30E	98220
30-015-48613	Nimitz MDP1 13 1 Federal Com #172H	E/2 W/2, W/2 E/2 E/2 W/2, W/2 E/2 E/2 W/2, W/2 E/2	1-24S-30E 12-24S-30E 13-24S-30E	98220
30-015-48589	Nimitz MDP1 13 1 Federal Com #173H	E/2 W/2, W/2 E/2 E/2 W/2, W/2 E/2 E/2 W/2, W/2 E/2	1-24S-30E 12-24S-30E 13-24S-30E	98220
30-015-48586	Nimitz MDP1 13 1 Federal Com #311H	W/2 W/2 W/2 W/2 W/2 W/2	1-24S-30E 12-24S-30E 13-24S-30E	98220
30-015-48590	Nimitz MDP1 13 1 Federal Com #312H	E/2 W/2, W/2 E/2 E/2 W/2, W/2 E/2 E/2 W/2, W/2 E/2	1-24S-30E 12-24S-30E 13-24S-30E	98220
30-015-36401	Gila 12 Federal #2H	M N O	12-24S-30E	96046
30-015-41011	Nimitz 12 Federal #3H	W/2 E/2	12-24S-30E	96046
30-015-41506	Nimitz 12 Federal #4H	E/2 W/2	12-24S-30E	96046
30-015-41657	Nimitz 12 Federal #5H	W/2 W/2	12-24S-30E	96046

30-015-54092	Chuck Smith MDP1 8 17 Federal Com #4H	E/2 E/2	8-24S-31E 17-24S-31E	13367
30-015-54050	Chuck Smith MDP1 8 17 Federal Com #5H	E/2 E/2	8-24S-31E 17-24S-31E	13367
30-015-54093	Chuck Smith MDP1 8 17 Federal Com #21H	W/2 W/2	8-24S-31E 17-24S-31E	13367
30-015-54097	Chuck Smith MDP1 8 17 Federal Com #22H	W/2 W/2	8-24S-31E 17-24S-31E	13367
30-015-54260	Chuck Smith MDP1 8 17 Federal Com #23H	W/2 W/2	8-24S-31E 17-24S-31E	13367
30-015-54091	Chuck Smith MDP1 8 17 Federal Com #44H	E/2 E/2	8-24S-31E 17-24S-31E	13367
30-015-54049	Chuck Smith MDP1 8 17 Federal Com #2H	W/2 W/2	8-24S-31E 17-24S-31E	98220
30-015-54096	Chuck Smith MDP1 8 17 Federal Com #3H	E/2 E/2	8-24S-31E 17-24S-31E	98220
30-015-54047	Chuck Smith MDP1 8 17 Federal Com #24H	E/2 E/2	8-24S-31E 17-24S-31E	98220
30-015-54094	Chuck Smith MDP1 8 17 Federal Com #25H	E/2 E/2	8-24S-31E 17-24S-31E	98220
30-015-54095	Chuck Smith MDP1 8 17 Federal Com #26H	E/2 E/2	8-24S-31E 17-24S-31E	98220

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit B

Order: PLC-898-A  
Operator: Oxy USA, Inc. (16696)

### Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Wolfcamp BLM	W/2	5-24S-31E	640.51	A
	W/2	8-24S-31E		
CA Wolfcamp BLM	E/2	5-24S-31E	640.57	B
	E/2	8-24S-31E		
CA Wolfcamp NMNM 105777378	W/2	7-24S-31E	655.04	C
	W/2	18-24S-31E		
CA Wolfcamp BLM	E/2 W/2, W/2 E/2	1-24S-30E	959.9	E
	E/2 W/2, W/2 E/2	12-24S-30E		
	E/2 W/2, W/2 E/2	13-24S-30E		
CA Wolfcamp BLM	W/2 W/2	1-24S-30E	479.91	F
	W/2 W/2	12-24S-30E		
	W/2 W/2	13-24S-30E		
CA Bone Spring BLM	W/2	8-24S-31E	640	G
	W/2	17-24S-31E		
CA Bone Spring BLM	E/2	8-24S-31E	640	H
	E/2	17-24S-31E		
CA Wolfcamp BLM	W/2	8-24S-31E	640	I
	W/2	17-24S-31E		
CA Wolfcamp BLM	E/2	8-24S-31E	640	J
	E/2	17-24S-31E		

### Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 104730	W/2 minus M	5-24S-31E	280.51	A
NMNM 082904	M	5-24S-31E	40	A
NMNM 142143	W/2 minus M	8-24S-31E	280	A
NMNM 142692	M	8-24S-31E	40	A
NMNM 104730	E/2	5-24S-31E	320.57	B
NMNM 142696	E/2	8-24S-31E	320	B
NMNM 057273	W/2	7-24S-31E	327.16	C
NMNM 089819	W/2	18-24S-31E	327.88	C
NMNM 097133	E/2 W/2, W/2 E/2	1-24S-30E	319.9	E
NMNM 082896	E/2 W/2, W/2 E/2	12-24S-30E	440	E
	B C G	13-24S-30E		
NMNM 120987	F J K N O	13-24S-30E	200	E
NMNM 097133	W/2 W/2	1-24S-30E	159.91	F

NMNM 082896	W/2 W/2 D	12-24S-30E 13-24S-30E	200	F
NMNM 120987	E L M	13-24S-30E	120	F
NMNM 105517533 (142143)	W/2 minus M	8-24S-31E	280	G
NMNM 105517583 (142692)	M	8-24S-31E	40	G
NMNM 105451111 (089172)	W/2	17-24S-31E	320	G
NMNM 105517585 (142696)	E/2	8-24S-31E	320	H
NMNM 105451111 (089172)	E/2	17-24S-31E	320	H
NMNM 105517533 (142143)	W/2 minus M	8-24S-31E	280	I
NMNM 105517583 (142692)	M	8-24S-31E	40	I
NMNM 105451111 (089172)	W/2	17-24S-31E	320	I
NMNM 105517585 (142696)	E/2	8-24S-31E	320	J
NMNM 105451111 (089172)	E/2	17-24S-31E	320	J

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

CONDITIONS

Action 268296

**CONDITIONS**

Operator: OXY USA INC P.O. Box 4294 Houston, TX 772104294	OGRID: 16696
	Action Number: 268296
	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.	1/5/2024