Office	15 PM State of New Mexico	Form <u>C-103</u>
<u>District I</u> – (575) 393-6161 1625 N. French Dr., Hobbs, NM 88240	Energy, Minerals and Natural Res	sources Revised July 18, 2013 WELL API NO.
District II - (575) 748-1283	OIL CONSERVATION DIVIS	20.015.52(00
811 S. First St., Artesia, NM 88210 District III – (505) 334-6178	1220 South St. Francis Dr	5. Indicate Type of Lease
1000 Rio Brazos Rd., Aztec, NM 87410	Santa Fe, NM 87505	STATE FEE
<u>District IV</u> – (505) 476-3460 1220 S. St. Francis Dr., Santa Fe, NM 87505	Salita FC, INVI 87505	6. State Oil & Gas Lease No.
SUNDRY NO	TICES AND REPORTS ON WELLS	7. Lease Name or Unit Agreement Name
	POSALS TO DRILL OR TO DEEPEN OR PLUG BACK LICATION FOR PERMIT" (FORM C-101) FOR SUCH	T
PROPOSALS.)	_	8 Well Number
1. Type of Well: Oil Well	Gas Well 🗋 Other	229H
2. Name of Operator CHEVRO	N USA, INC.	9. OGRID Number 4323
3. Address of Operator		10. Pool name or Wildcat
6301 DEAUVILLE BLVD., M	IDLAND TEXAS 79705	NORTH HAY HOLLOW; BONE SPRING
4. Well Location		
Unit Letter <u>E</u>	: 2421 feet from the <u>NORTH</u> li	ine and <u>150</u> feet from the <u>WEST</u> line
Section 35	Township 25S Range 2'	7E NMPM County EDDY
	11. Elevation (Show whether DR, RKB, F	
	3219	
	Appropriate Box to Indicate Nature of INTENTION TO:	of Notice, Report or Other Data SUBSEQUENT REPORT OF:
PERFORM REMEDIAL WORK		EDIAL WORK ALTERING CASING
		MENCE DRILLING OPNS. P AND A
_	=	
-		_
-		
OTHER:		R: ADD WELLS TO EXISTING PLC-887-B
	work). SEE RULE 19.15.7.14 NMAC. For M	tt details, and give pertinent dates, including estimated date Multiple Completions: Attach wellbore diagram of
CHEVRON USA INC. REQUES PLEASE FIND ATTACHED TH	IE APPROVED SUPPLEMENT FROM THE	E STATE LAND OFFICE TO THE PREVIOUSLY HURST NEW MEXICO:
APPROVED ORDER PLC-887E	3 FOR THE FOLLOWING WELLS IN HAY.	north new metrico.
APPROVED ORDER PLC-887E		HORDT NEW MEXICO.
	PH / API # 30-015-53600	
APPROVED ORDER PLC-887E PATRON FEDERAL COM 229	PH / API # 30-015-53600	
APPROVED ORDER PLC-887E PATRON FEDERAL COM 229	PH / API # 30-015-53600	
APPROVED ORDER PLC-887E PATRON FEDERAL COM 229	PH / API # 30-015-53600	
APPROVED ORDER PLC-887E PATRON FEDERAL COM 229	PH / API # 30-015-53600	
APPROVED ORDER PLC-887E PATRON FEDERAL COM 229	PH / API # 30-015-53600	
APPROVED ORDER PLC-887E PATRON FEDERAL COM 229 PATRON FEDERAL COM 230	PH / API # 30-015-53600 H / API # 30-015-50067	
APPROVED ORDER PLC-887E PATRON FEDERAL COM 229	PH / API # 30-015-53600	
APPROVED ORDER PLC-887E PATRON FEDERAL COM 229 PATRON FEDERAL COM 230	PH / API # 30-015-53600 H / API # 30-015-50067	
APPROVED ORDER PLC-887E PATRON FEDERAL COM 229 PATRON FEDERAL COM 230	PH / API # 30-015-53600 H / API # 30-015-50067 Rig Release Date:	
APPROVED ORDER PLC-887E PATRON FEDERAL COM 229 PATRON FEDERAL COM 230	PH / API # 30-015-53600 H / API # 30-015-50067	
APPROVED ORDER PLC-887E PATRON FEDERAL COM 229 PATRON FEDERAL COM 230	PH / API # 30-015-53600 H / API # 30-015-50067 Rig Release Date:	y knowledge and belief.
APPROVED ORDER PLC-887E PATRON FEDERAL COM 229 PATRON FEDERAL COM 230 Spud Date: Thereby certify that the information SIGNATURE Carol A	PH / API # 30-015-53600 H / API # 30-015-50067 Rig Release Date:	y Affairs CoordinatorDATE10/16/2024
APPROVED ORDER PLC-887E PATRON FEDERAL COM 229 PATRON FEDERAL COM 230 Spud Date: hereby certify that the informatic SIGNATURE <u>Carol A</u> Fype or print name <u>Carol Adler</u>	PH / API # 30-015-53600 H / API # 30-015-50067 Rig Release Date:	y knowledge and belief.
APPROVED ORDER PLC-887E PATRON FEDERAL COM 229 PATRON FEDERAL COM 230 Spud Date: Thereby certify that the information SIGNATURE Carol A	PH / API # 30-015-53600 H / API # 30-015-50067 Rig Release Date:	y Affairs CoordinatorDATE10/16/2024

## NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

#### COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Chevron USA Inc Patron 35 36 Federal State Com 29 #002H Bone Spring <u>Township: 25 South, Range: 27 East, NMPM</u> Section 35: N2 Section 36: NW4 and W2 of NE4

**Eddy County, New Mexico** 

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **August 1, 2024**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 2<sup>nd</sup> day of September, 2024.

COMMISSIONER OF PUBLIC LAND

of the State of New Mexico

#### Revised August, 2024

# ONLINE Version COMMUNITIZATION AGREEMENT

API Initial Well: 30-0\_015-50067

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof 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 portions 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 Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such 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 land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, 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 the 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:

Subdivisions N/2 (S	ect 35); NW/4 and W/2 of NE/4 (Sect 36)	
Sect(s) 35 & 36, T2	58 , R27E , NMPMEDDY	County, NM
containing 560	acres, more or less, and this agreement s	shall include only the
16. N	BONE SPRING	Formation

or pool, underlying said lands and the OIL AND GAS

(hereinafter 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 "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. All matters of operation 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 three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, 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 and the State of New Mexico, 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 therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
- 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.

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- 8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
- The date of this agreement is AUGUST Month Day, 2024 Year, 10. and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-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; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto.
- Notwithstanding any other provision herein, if there is a cessation of production of 11. communitized substances for more than sixty (60) days beginning one year after the date of execution, this Agreement shall automatically terminate, along with the ability to produce communitized substances, unless notice of reworking or drilling operations on the communitized area is made within 60 days of cessation of production of communitized substances and are thereafter conducted with reasonable diligence or the Commissioner of Public Lands otherwise grants an exception to continued drilling operations, including for the compliance of other state rules, laws, or policies. All such notices provided pursuant to this Paragraph shall be in writing and must be approved by the Commissioner. As to State Trust Lands, written notice of intention to commence any operations hereunder shall be filed with the Commissioner within thirty(30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this Agreement. All requests to the Commissioner to grant an exception or exceptions for the compliance of other state rules, laws, or policies must

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be made in writing within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to this Agreement or any lease from the State of New Mexico included in this Agreement.

- 12. 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 interest 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 lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.
- 13. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations or extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
- 14. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 15. 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.
- 16. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.
- 17. In the event that Operator is aggrieved by a decision of the Commissioner with respect to any action by the Commissioner arising under this Agreement, Operator may within thirty (30) days after the date of such action file an administrative contest pursuant to 19-7-64 NMSA (1978) and 19.2.15 NMAC. Operator shall initiate no court action against the Commissioner or New Mexico State Land Office regarding this Agreement except to appeal a final decision of the Commissioner rendered pursuant to such a contest proceeding, and as provided by 19-7-64 NMSA (1978). The Parties agree that any venue for any appeal or other action shall be in Santa Fe, New Mexico.

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18. Operator shall notify the Commissioner in writing within ten (10) days of (i) Operator's receipt of any compliance order, enforcement order, notice of violation, warning letter, or other written notice of final or contemplated enforcement action taken by any federal, state, or local governmental entity arising out of or concerning any of Operator's operations on New Mexico state trust land; (ii) Operator's receipt of any order, judgment, or decree (on consent or otherwise)entered by any federal or state court against Operator arising out of or concerning any of Operator's operations on New Mexico state trust land; or (iii) Operator's receipt of any written notice of claim, written pre-suit notice, or lawsuit arising out of or concerning any of Operator's operations on New Mexico state trust land. Upon the Commissioner's request, Operator shall promptly provide the Commissioner with a copy of any such order, judgment, decree, notice, letter, or lawsuit.

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

Operator CHEVRON U.S.A. INC.	Lessees of Record CHEVRON U.S.A. INC.	
By IRVIN & GUTIERREZ	MEWBOURNE OIL CO.	
Print name of person Attorney-in-Fact	OXY Y-1 COMPANY	
Type of authority		
Signature		

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

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## Acknowledgment in an Individual Capacity

State of)	
County of) \$\$)	
This instrument was acknowledged before me on	
DATE	
Ву	
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
	My commission expires:
Acknowledgment in a Repre	esentative Capacity
State of TEXAS	
County of HARRIS	
This instrument was acknowledged before me on 81131	24
	TE
By Irvin R Gutiernez	
Name(s) of Person(s)	
as Attorney-in-Fact of CHEVRON	U.S.A. INC.
Type of authority, e.g., officer, trustee, etc Name of pa	arty on behalf of whom instrument was executed
	$\bigcap$
	Mas
SANAEVA BARRAGAN	Signature of Notarial Officer
Notary Public, State of Texas Comm. Expires 04-19-2027	My commission expires: <u>411912</u>
OF Notary ID 134314026	

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Lease # and Lessee of Record: <u>NMNM 10569462</u>	); VB-0996: Chevron U.S.A. Inc. BY:
IRVIN R GUTIERERZ, ATTORNEY-IN-FACT	(Name and Title of Authorized Agent)
LR At	(Signature of Authorized Agent)
Acknowledgment in an	Individual Capacity
State of)SS)County of)	
This instrument was acknowledged before me on Name(s) of Person(s)	DateBy
(Seal)	Signature of Notarial Officer
	My commission expires:
Acknowledgment in an Re	epresentative Capacity
State of TEXAS ) SS) County of HARRIS )	
	Date: 8/13/24By:
This instrument was acknowledged before me on Tryin R Gutternez, as ATTO	RNEY-IN-FACT for CHEVRON U.S.A. INC.
Name(s) of Person(s)	and
(Seal)	Signature of Notarial Officer
ANAEVA BARRAGAN Notary Public, State of Texas Comm. Expires 04-19-2027 Notary ID 134314026	My commission expires: <u>4119127</u>
	2023
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## NMSLO Communitization Agreement Self-Certification for Federal, Fee or Tribal Interests

Approval of this Communitization Agreement does not constitute an adjudication of any federal, Tribal or private interests, and neither the Commissioner of Public Lands nor the State Land Office warrant or certify that the information supplied by the party submitting this agreement is accurate with regard to all private, Tribal or federal interests. The responsibility of the Commissioner and State Land Office is to protect and adjudicate only the State Land Office interests during the processing of Communitization Agreements. The State Land Office will only verify the accuracy of state leases in the proposed Communitization Agreement. All nonstate interests must be certified by the Operator.

As Operator of the PATRON 35 36 FEDERAL COM 229H (3001553600) and 230H (301550067) wells , the undersigned on behalf of CHEVRON U.S.A. INC. hereby certifies that all lessees and/or working interest owners that are parties to this Communitization Agreement, as shown on Exhibit A, have the legal rights and interests they claim to the private or federal or Tribal leases subject to this Communitization Agreement and CHEVRON U.S.A. INC. has obtained written consent and authority to enter into this Agreement on their behalf. Written consent/signatures of lessees and/or other interest owners will be made available to the State Land Office immediately upon request. Any misrepresentation or material omission by the Operator in this respect will be grounds to void the Communitization Agreement.

OPERATOR: CHEVRON U.S.A. INC.

BY: TRVIN R GUT IS REFT , ATTORNEY-IN-FACT (Name and Title of Authorized Agent)

(Signature of Authorized Agent)

AN 9:24

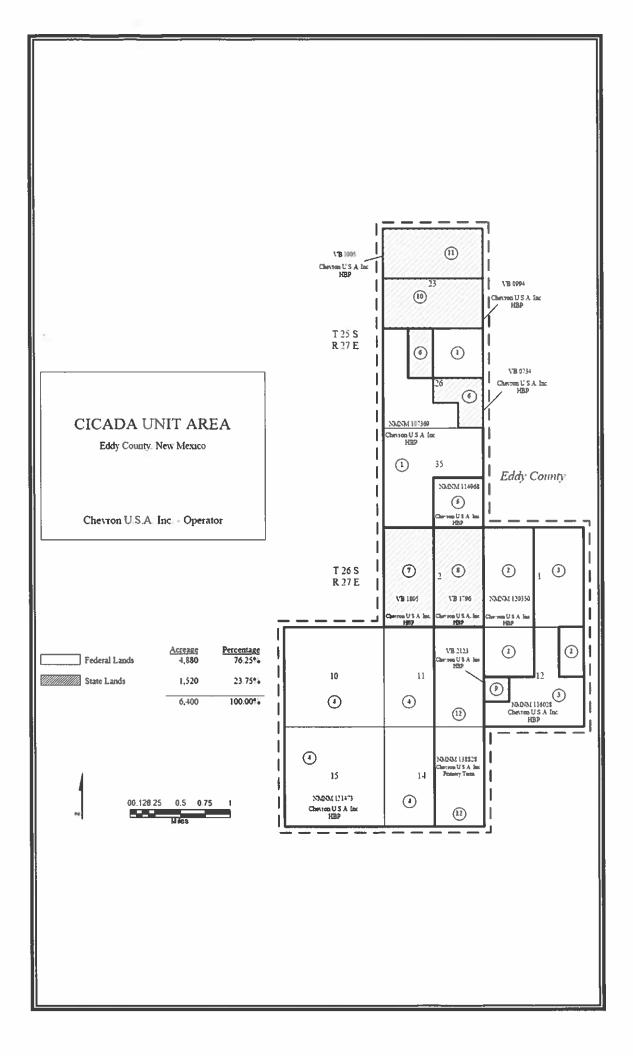
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State of	)		
	SS)		
County of	)		
This instrument was ack	nowledged before me	on	Date:
Ву:		_	
Name(s) of Person(s)			
(Seal)		Si	gnature of Notarial Officer
	М	y commission expires	•
Acknowledgment in an	Representative Capa	city	
		city	
	)	city	
State of TEXAS	) SS)	city	
State of TEXAS	) SS)	city	
State of TEXAS County of HARRIS	) SS) )		Date : 8/13/20
State of TEXAS County of HARRIS This instrument was ack	) SS) ) nowledged before me	on	Date : 813/20 ACT for CHEVRON U.S.A
State of TEXAS County of HARRIS This instrument was ack By: $\underline{\Box}_{Y}$	) SS) ) nowledged before me	on	Date : 8113/20 ACT for CHEVRON U.S.A
State of TEXAS County of HARRIS This instrument was ack By: $\underline{\Box}_{Y}$	) SS) ) nowledged before me	on	
State of TEXAS County of HARRIS This instrument was ack By: $\underline{\Box}_{Y}$	) SS) ) nowledged before me	on , as ATTORNEY-IN-F	
State of TEXAS County of HARRIS This instrument was ack By: <u>Irvin P</u> Name(s) of Person(s) (Seal) ANAEVA BARRAGAI A Se Notary Public, State of T	) ss) ) nowledged before me <u>GIUTIEVICC</u>	on , as ATTORNEY-IN-F	ACT for CHEVRON U.S.A.
State of TEXAS County of HARRIS This instrument was ack By: $Irvin P$ Name(s) of Person(s) (Seal) ANAEVA BARRAGAI	) ss) ) nowledged before me <u>GIUTIEVICE</u> ( N exas 027	on , as ATTORNEY-IN-F	ACT for CHEVRON U.S.A.
State of TEXAS County of HARRIS This instrument was ack By: <u>Irvin P</u> Name(s) of Person(s) (Seal) ANAEVA BARRAGAN Notary Public, State of T Comm. Expires 04-19-2	) ss) ) nowledged before me <u>GIUTIEVICE</u> ( N exas 027	on , as ATTORNEY-IN-F	ACT for CHEVRON U.S.A.
County of HARRIS This instrument was ack By: <u>Lyvin P</u> Name(s) of Person(s) (Seal) ANAEVA BARRAGAN Notary Public, State of T Comm. Expires 04-19-2	) ss) ) nowledged before me <u>GIUTIEVICE</u> ( N exas 027	on , as ATTORNEY-IN-F	ACT for CHEVRON U.S.A
State of TEXAS County of HARRIS This instrument was ack By: <u>Irvin P</u> Name(s) of Person(s) (Scal) ANAEVA BARRAGAN Notary Public, State of T Comm. Expires 04-19-2	) ss) ) nowledged before me <u>GIUTIEVICE</u> ( N exas 027	on , as ATTORNEY-IN-F	ACT for CHEVRON U.S.A.

## **EXHIBIT** A

To Communitization Agreement dated August 1	, 20_24
Plat of communitized area covering the:	
Subdivisions N/2 (Sect 35); NW/4 and W/2 o	<u>of NE/4 (Sect 36)</u> ,
of Sect(s). <u>35 &amp; 36</u> , T <u>25S</u> , R <u>27E</u> , NMPM,	EddyCounty, NM.
Wells:         PATRON 35 36 FEDERAL COM 229H         30-015-           PATRON 35 36 FEDERAL COM 230H         30-015-	
27 26 Tract 1 NMNM 107369 320 acres Cicada Unit NMNM 105694620	25 Tract 2 VB-0996 240 acres
34 35	Cicada Unit Boundary (red) 36

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	To Communitization Agreement dated August 1	20_24	, embracing the
Subdivisions	N/2 (Sect 35); NW/4 and W/2 of NE/4 (Sect 36)		
of Sect(s) 35 & 36	5, T <u>25S</u> , R <u>27E</u> , N.M.P.M., <u>Eddy</u>		County, NM
Operator of Con	munitized Area: <u>Chevron U.S.A. Inc.</u>		-
TRACT NO. 1	DESCRIPTION OF LEASES COMMITTED		
Unit Serial Numb	er: <u>Cicada Unit NMNM 105694620</u>		
Unit Operator:	Chevron U.S.A. Inc.		
Unit Tract Numb	er: <u>1</u>		
Lease Serial No.:	NMNM 107369		
Lease Date:	December 1, 2005		
Lease Term:	10 years		
Lessor:	United States of America		
Original Lessee:	Chevron U.S.A. Inc.		
Present Lessee:	Chevron U.S.A. Inc.		
Description of La	nd Committed: Subdivisions N/2		
Sect(s) 35	, Twp <u>25S</u> , Rng <u>27E</u> NMPM, <u>Eddy</u>		County, NM
Number of Acres	: <u>320</u>		
Royalty Rate:	See Cicada Interest Ownership below		
Name and Percen	t ORRI Owners: See Cicada Interest Ownership below		

**EXHIBIT B** 

# TRACT NO. 2

Name and Percent WIOwners:

Lease Serial No.: VB-0996	
Lease Date: September 1, 2006	
Lease Term: <u>5 years</u>	
Lessor: State of New Mexico	
Original Lessee: Chalfant Properties, Inc.	
Present Lessee: Chevron U.S.A Inc.	
Description of Land Committed: Subdivisions NW/4, W/2 of NE/4	,
Sect(s) <u>36</u> , Twp <u>25S</u> , Rng <u>27E</u> , NMPM, Eddy	County, NM
Number of Acres: 240	
Royalty Rate: 18.75%	

Chevron U.S.A. Inc. 100%

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Name and Percent ORRI Owners: From the top of the Bone Spring Formation to the base of the Second Bone Spring Sand Formation being defined as the stratigraphic equivalent of 8,140 feet: Chevron U.S.A Inc. – 5,5%. From the base of the Second Bone Spring Sand Formation being defined as the stratigraphic equivalent of 8,140 feet to the top of the Wolfcamp Formation: Chevron U.S.A. Inc. – 4.6875%, COG Operating LLC – 0.8625%

Name and Percent WIOwners:From the top of the Bone Spring Formation to the base of the Second Bone SpringSand Formation being defined as the stratigraphic equivalent of 8,140 feet: Chevron U.S.A Inc. - 100%. From the baseof the Second Bone Spring Sand Formation being defined as the stratigraphic equivalent of 8,140 feet to the top of theWolfcamp Formation: Chevron U.S.A. Inc. - 28,75%, COG Operating LLC - 71.25%

#### **INTEREST OWNERSHIP IN THE CICADA UNIT - NMNM 105694620**

Tract number:	1	
Lease Serial No.	NMNM 107369	
Lessor(s):	United States of America	
Royalty Rate:	12.5%	
Current Lessee(s) of Record:	Chevron U.S.A. Inc.	100%
Working Interest Owner(s):	Chevron U.S.A. Inc.	100%
Overriding Royalty Owner(s):	None	
Tract number:	2	
Lease Serial No.	NMNM 120350	
Lessor(s):	United States of America	
Royalty Rate:	12.5%	
Current Lessee(s) of Record:	Chevron U.S.A. Inc.	100%
Working Interest Owner(s):	Chevron U.S.A. Inc.	100%
Overriding Royalty Owner(s):	None	
Tract number:	3	
Lease Serial No.	NMNM 116028	
Lessor(s):	United States of America	
Royalty Rate:	12.5%	
Current Lessee(s) of Record:	Chevron U.S.A. Inc.	100%
Working Interest Owner(s):	Chevron U.S.A. Inc. State/Fed/Fee	100%

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Overriding Royalty Owner(s):	None	
Tract number:	4	
Lease Serial No.	NMNM 121473	
Lessor(s):	United States of America	
Royalty Rate:	12.5%	
Current Lessee(s) of Record:	Chevron U.S.A. Inc.	100%
Working Interest Owner(s):	Chevron U.S.A. Inc.	100%
Overriding Royalty Owner(s):	None	
	2	
Tract number:	5	
Lease Serial No.	NMNM 114968	
	United States of America	
Lessor(s):	Onneu States of America	
Royalty Rate:	12.5%	
		66.66% 33.34%
Royalty Rate:	12.5% Mewbourne Oil Co.	66.66%
Royalty Rate: Current Lessee(s) of Record:	12.5% Mewbourne Oil Co. Oxy-Y-1 Company	66.66% 33.34%
Royalty Rate: Current Lessee(s) of Record: Working Interest Owner(s):	12.5% Mewbourne Oil Co. Oxy-Y-1 Company Chevron U.S.A. Inc. Oxy-Y-1 Company	66.66% 33.34% 100% 4.1675%
Royalty Rate: Current Lessee(s) of Record: Working Interest Owner(s):	12.5% Mewbourne Oil Co. Oxy-Y-1 Company Chevron U.S.A. Inc. Oxy-Y-1 Company	66.66% 33.34% 100% 4.1675%
Royalty Rate: Current Lessee(s) of Record: Working Interest Owner(s): Overriding Royalty Owner(s):	12.5% Mewbourne Oil Co. Oxy-Y-1 Company Chevron U.S.A. Inc. Oxy-Y-1 Company EOG Resources, Inc.	66.66% 33.34% 100% 4.1675%
Royalty Rate: Current Lessee(s) of Record: Working Interest Owner(s): Overriding Royalty Owner(s): Tract number:	12.5% Mewbourne Oil Co. Oxy-Y-1 Company Chevron U.S.A. Inc. Oxy-Y-1 Company EOG Resources, Inc.	66.66% 33.34% 100% 4.1675%
Royalty Rate: Current Lessee(s) of Record: Working Interest Owner(s): Overriding Royalty Owner(s): Tract number: Lease Serial No.	12.5% Mewbourne Oil Co. Oxy-Y-1 Company Chevron U.S.A. Inc. Oxy-Y-1 Company EOG Resources, Inc. 6 NMNM VB-0734	66.66% 33.34% 100% 4.1675%

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Current Lessee(s) of Record:

Chevron U.S.A. Inc.

Chevron U.S.A. Inc.

None

100%

100%

Tract number:	7	
Lease Serial No.	VB-1805	
Lessor(s):	State of New Mexico	
Royalty Rate:	18.75%	
Current Lessee(s) of Record:	Chevron U.S.A. Inc. 100%	
Working Interest Owner(s):	Chevron U.S.A. Inc. 100%	
Overriding Royalty Owner(s):	None	
Tract number:	8	
Lease Serial No.	VB-1796	
Lessor(s):	State of New Mexico	
Royalty Rate:	18.75%	
Current Lessee(s) of Record:	Chevron U.S.A. Inc. 100%	
Working Interest Owner(s):	Chevron U.S.A. Inc. 100%	
Overriding Royalty Owner(s):	None	
Tract number:	9	
Lease Serial No.	VB-2123	
Lessor(s):	State of New Mexico	
Royalty Rate:	18.75%	
Current Lessee(s) of Record:	Chevron U.S.A. Inc.	100%
Working Interest Owner(s):	Chevron U.S.A. Inc.	100%
Overriding Royalty Owner(s):	Horton Royalty, LLC John and Theresa Hillman	0.9479% 0.9479%
	Family Properties, LP Robert G. Shelton Doug Schutz	0.9479% 0.4063%
Tract number:	10	
Lease Serial No.	VB-0994	
Lessor(s):	State of New Mexico	
Current Lessee(s) of Record:	Chevron U.S.A. Inc. 100%	
Working Interest Owner(s): ONLINE version August 2021	Chevron U.S.A. Inc. 100% State/Fed/Fee	

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Overriding Royalty Owner(s):	Chevron U.S.A. Inc.	6.25%
Tract number:	11	
Lease Serial No.	VB-1005	
Lessor(s):	United States of America	
Royalty Rate:	18.75%	
Current Lessee(s) of Record:	Chevron U.S.A. Inc.	100%
Working Interest Owner(s):	Chevron U.S.A. Inc.	100%
Overriding Royalty Owner(s):	Chevron U.S.A. Inc.	6.25%
Tract number:	12	
Lease Serial No.	NMNM 138828	
Lessor(s):	United States of America	

Lessor(s):	United States of America	
Royalty Rate:	12.5%	
Current Lessee(s) of Record:	Chevron U.S.A. Inc.	100%
Working Interest Owner(s):	Chevron U.S.A. Inc.	100%
Overriding Royalty Owner(s):	None	

# RECAPITULATION

Tract numbers Number of Acres Committed		Percentage of Interest in Communitized Area
Tract No.1	320	57.14286%
Tract No.2	_240	42.85714%

Sante Fe Main Office Phone: (505) 476-3441

General Information Phone: (505) 629-6116

Online Phone Directory https://www.emnrd.nm.gov/ocd/contact-us

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

CONDITIONS

Operator:	OGRID:
CHEVRON U S A INC	4323
6301 Deauville Blvd	Action Number:
Midland, TX 79706	425372
	Action Type:
	[IM-SD] Admin Order Support Doc (ENG) (IM-AAO)

CONDITIONS		
Created By		Condition Date
sarah.clelland	ACCEPTED FOR RECORD ONLY; any revisions or the addition of wells to the commingling project shall be reported in accordance with the Commingling Order.	1/27/2025

CONDITIONS

Action 425372