

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

**APPLICATIONS OF COLGATE OPERATING,  
LLC, TO POOL ADDITIONAL INTERESTS,  
UNDER ORDER NOS. R-22277 – R-22284  
LEA COUNTY, NEW MEXICO.**

**CASE NOS. 23149 – 23156**

**COLGATE OPERATING, LLC'S RESPONSE  
TO DOYLE AND MARGARET HARTMAN'S MOTION TO DISMISS**

Colgate Operating, LLC ("Colgate") submits the following Response to Doyle and Margaret Hartman's ("Hartman") Motion to Dismiss.

1. In these cases, Colgate seeks to pool additional interests under the existing pooling orders on its Barman Fed Com Wells, which were issued on September 26, 2022. Hartman is named as a minority record title owner of the federal lease involved in these cases.

2. Hartman initially opposed Colgate's applications based on the unsupported claims that: (1) his record title interest cannot be pooled because he also owns a working interest that is not being pooled; and (2) there is no evidence the Bureau of Land Management ("BLM") accepts a pooling order in lieu of a communitization agreement signed by a record title owner. With respect to the first issue, the Division has previously ruled that the January 19, 2023 hearing will only address Colgate's request to pool Hartman's record title interest. Regarding the second issue, Colgate's hearing exhibits include its written communication with the BLM confirming that the BLM accepts a state pooling order in lieu of a communitization agreement signed by a record title owner.

3. Recognizing the futility of his arguments, Hartman now contends that Colgate has no right to drill on the federal leases, and should not be able to pool Hartman's record title interest, because the BLM has not yet approved interest conveyances to Colgate. *See generally* Hartman

Motion to Dismiss, filed January 17, 2022. As an initial matter, Hartman's supplemental exhibits on this issue are untimely and should be stricken. Regardless, this argument is factually and legally incorrect and merely constitutes another attempt by Hartman to thwart Colgate's development, resulting in waste and violating Colgate's correlative rights.

4. First, Hartman's claim that Colgate has no right to drill on the federal leases is factually incorrect. The BLM has approved Colgate's Applications for Permits to Drill ("APDs") for three of the Batman Fed Com wells, and Colgate expects the BLM to issue the remaining APDs shortly. *See* Supplemental Self-Affirmed Statement of T. Macha, attached as Exhibit D, and APDs, attached as Exhibit D-1.

5. Second, the conveyance of interest from Oxy USA, Inc. to Colgate has been fully executed and recorded in Lea County, New Mexico, and has also been submitted to the BLM. *See* Exh. D-2. Under New Mexico law, the filed conveyance is a valid transfer of an interest in real property. *See, e.g., Angle v. Slayton*, 1985-NMSC-032, ¶ 6, 697 P.2d 940. Further, Colgate is not aware of any reason the BLM would not approve the conveyance, especially since the BLM has already approved APDs. The BLM's administrative processes, including approval of conveyances, are often significantly delayed for various reasons.

6. Third, neither NMSA 1978, Section 70-2-17(C) nor any other provision requires an operator to obtain BLM approval of an interest conveyance prior to pooling. Because BLM administrative processes are often delayed, any such requirement would impermissibly limit the Division's pooling authority and impede oil and gas development in violation of the Oil and Gas Act. Rather, the statute and the Division's regulations allow interest owners to file pooling applications. Colgate is an interest owner as a result of the executed and filed conveyance, regardless of the BLM's administrative delay.

7. Fourth, the cases cited by Hartman have no bearing here. In *River Gas Corp. v. Pullman*, 960 F. Supp. 264 (D. Utah 1997), the court determined a quiet title action and held that the BLM's *denial* of a previous application for assignment did not control over a subsequent BLM-approved application for the same assignment. *Id. Geosearch, Inc. v. Andrus*, 508 F. Supp. 839, 847 (D. Wyo. 1981), is similarly inapposite, as in that case the court held that a party who has failed to apply for a transfer of interest with the BLM lacks standing to protest a lease. Unlike the circumstances addressed in those cases, Colgate has submitted the conveyance to BLM and no denial has occurred.

8. Moreover, in *Devon Energy Corp. v. U. S.*, 45 Fed. Cl. 519 (1999), the plaintiffs claimed an interest in a federal oil and gas lease but had not filed a transfer of operating rights and, therefore, no transfer had been approved by BLM. *Id.* at 531-2. Despite this fact, the court ruled that the plaintiffs had standing because “[t]he transfer approval and recording provisions of the [Mineral Leasing Act] serve BLM’s internal administrative needs, and failure to abide by the provisions *does not impact the substantive property interests properly transferred to an assignee.*” *Id.* (emphasis added). The court reasoned that when the parties failed to file a transfer of operating rights, they agreed the transferor would remain obligated to the United States for all lease obligations and transferees would forfeit any rights to receive notice from BLM. Otherwise, the failure does not negate the proper transfer of property interests, which is governed by state law. *Id.* The conveyance of interest to Colgate is valid.

9. Despite Hartman’s continued procedural machinations, Hartman has yet to provide any evidence that pooling his record title interest would violate his correlative rights or result in waste, which is the relevant inquiry for the Division in evaluating Colgate’s applications. Colgate’s applications should be granted.

10. Hartman's Motion to Dismiss has no merit and should be denied. This matter should proceed to hearing on January 19, 2023 in accordance with the Pre-Hearing Order.

Respectfully submitted,

HINKLE SHANOR, LLP

/s/ Dana S. Hardy

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*Counsel for Colgate Operating, LLC*

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing response was sent to the following counsel of record by electronic mail on this 18th day of January, 2023:

Gene Gallegos –jeg@gallegoslawfirm.net

Michael Condon – mjc@gallegoslawfirm.net

/s/ Dana S. Hardy

Dana S. Hardy

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

**APPLICATIONS OF COLGATE OPERATING,  
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**CASE NOS. 23149 – 23156**

**SUPPLEMENTAL SELF-AFFIRMED  
STATEMENT OF TRAVIS MACHA**

1. I am a Senior Landman with Colgate Operating, LLC (“Colgate”). I previously submitted a self-affirmed statement in these matters, which has been marked as Exhibit A.

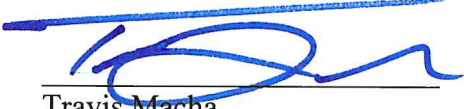
2. I am submitting this supplemental affidavit to provide information in response to Doyle and Margaret Hartman’s Motion to Dismiss, filed on January 17, 2023.

3. The BLM has approved three Applications for Permits to Drill (“APD”) for the Batman Federal Com #131H, #133H, and #134H wells. The OCD Permitting details for the three approved APDs are attached as Exhibit D-1. Colgate’s remaining APDs are pending, and I expect them to be issued imminently.

4. Additionally, the conveyance of interest from Oxy USA, Inc. to Colgate, which has been recorded in Lea County, New Mexico, and submitted to the BLM, is attached as Exhibit D-2. I am not aware of any reason the BLM would not approve the conveyance, especially since the BLM has already approved APDs. In my experience, the BLM’s administrative processes, including approval of conveyances, are often significantly delayed for various reasons.

5. I understand this Supplemental Self-Affirmed Statement will be used as written testimony in this case. I affirm that my testimony above is true and correct and is made under penalty of perjury under the laws of the State of New Mexico. My testimony is made as of the date handwritten next to my signature below.

**Colgate Operating, LLC  
Case Nos. 23149 - 23156  
Exhibit D**

  
Travis Macha

1/18/2023  
Date

# OCD Permitting

Home Searches Wells Well Details

## 30-025-50961 BATMAN FEDERAL COM #131H [333706]

### General Well Information

Operator:	[371449] COLGATE OPERATING, LLC	Direction:	Horizontal
Status:	New	Multi-Lateral:	No
Well Type:	Oil	Mineral Owner:	Federal
Work Type:	New	Surface Owner:	Federal
Surface Location:	C-18-20S-34E 2324 FNL 1615 FWL		
Lat/Long:	32.57975011,-103.60294727 NAD83		
GL Elevation:	3615	Sing/Mult Compl:	Single
KB Elevation:		Potash Waiver:	False
DF Elevation:			

### Proposed Formation and/or Notes

### Depths

Proposed:	21237	True Vertical Depth:	0
Measured Vertical Depth:	0	Plugback Measured:	0

### Formation Tops

Formation	Top	Producing	Method Obtained
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### Event Dates

Initial APD Approval:	01/17/2023	Current APD Expiration:	12/29/2024
Most Recent APD Approval:	01/17/2023	Gas Capture Plan Received:	01/04/2023
APD Cancellation:		TA Expiration:	
APD Extension Approval:		PNR Expiration:	
Spud:		Last MIT/BHT:	
Approved Temporary Abandonment:			
Shut In:			
Plug and Abandoned Intent Received:			
Well Plugged:			
Site Release:			
Last Inspection:			

### History

Effective Date	Property	Well Number	Operator	C-101 Work Type	Well Type	Well Status	Apd Cancelled	Plug Date
01/17/2023	[333706] BATMAN FEDERAL COM	#131H	[371449] COLGATE OPERATING, LLC	New	Oil	New		

- Quic
- [Gene](#)
- [Histo](#)
- [Comr](#)
- [Oper](#)
- [Pits](#)
- [Casin](#)
- [Well \(](#)
- [Finan](#)
- [Comr](#)
- [Order](#)
- [Prodi](#)
- [Trans](#)
- [Point](#)
- Assoc
- [Well f](#)
- [Well l](#)
- [Well /](#)
- New
- [New /](#)
- [New /](#)
- [New \(](#)
- [New /](#)
- [New /](#)
- [New /](#)
- [New /](#)
- [New /](#)

**Colgate Operating, LLC**  
**Case Nos. 23149 - 23156**  
**Exhibit D-1**

**Pits**

No Pits Found

**Casing**

No Casing Found

**Well Completions**

**[58960] TEAS; BONE SPRING**

Status: New, Not Drilled  
 Bottomhole Location: M-19-20S-34E Lot: 4 10 FSL 330 FWL  
 Lat/Long:  
 Acreage: 320.32 18-20S-34E Units: D(1) E(2) L(3) M(4)  
 19-20S-34E Units: D(1) E(2) L(3) M(4)  
 DHC: No

Last Produced:  
 Consolidation Code:  
 Production Method:

**Well Test Data**

Production Test: Test Length: 0 hours  
 Flowing Tubing Pressure: 0 psi Flowing Casing Pressure: 0 psi  
 Choke Size: 0.000 inches Testing Method:  
 Gas Volume: 0.0 MCF Oil Volume: 0.0 bbls  
 Gas-Oil Ratio: 0 Kcf / bbl Oil Gravity: 0.0 Corr. API  
 Disposition of Gas: Water Volume: 0.0 bbls

**Perforations**

Date	Top Measured Depth (Where Completion Enters Formation)	Bottom Measured Depth (End of Lateral)	Top Vertical Depth	Bottom Vertical Depth
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**Notes**

**Event Dates**

Initial Effective/Approval: 01/17/2023  
 Most Recent Approval: 01/17/2023  
 Confidential Requested On:  
 Test Allowable Approval:  
 TD Reached:  
 Deviation Report Received: No  
 Directional Survey Run: No  
 Directional Survey Received: No  
 First Oil Production:  
 First Injection:  
 Ready to Produce:  
 C-104 Approval:  
 Plug Back:  
 Authorization Revoked Start:

TA Expiration:  
 Confidential Until:  
 Test Allowable End:  
 DHC:  
 Rig Released:  
 Logs Received: No  
 Closure Pit Plat Received:  
 First Gas Production:  
 Completion Report Received:  
 New Well C-104 Approval:  
 Revoked Until:

**Well Completion History**



**Financial Assurance**

Effective	Bond Type	Base	Balance	Issuer	Cash/Surety	Cancellation Date
07/25/2016	Blanket	250000	250000	U.S. SPECIALTY INSURANCE COMPANY	Surety	

Requests to release bonds must be submitted in writing. You may send an e-mail to [OCDAdminComp@state.nm.us](mailto:OCDAdminComp@state.nm.us) or fax a letter to (505) 476-3462.

**Compliance**

Note that Financial Assurance and Inactive Well Compliance are documented in separate reports ([Inactive Well Report](#), [Financial Assurance Report](#)).

Also note that some compliance issues are addressed at the operator level so not listed under each well.

**Orders**

No Orders Found

**Production / Injection**

The production & injection volumes are sourced from monthly production reports (C-115) submissions.

Earliest Production in OCD Records:		Last			Show All Production					<a href="#">Export to Excel</a>
Time Frame	Production				Injection					Pressure
	Oil (BBLs)	Gas (MCF)	Water (BBLs)	Days P/I	Water (BBLs)	Co2 (MCF)	Gas (MCF)	Other		
Grand Total:	0	0	0	0	0	0	0	0	0	N/A

**Transporters**

Transporter	Product	Most Recent for Property
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**Points of Disposition**

ID	Type	Description	Pool(s)
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# OCD Permitting

Home Searches Wells Well Details

## 30-025-50962 BATMAN FEDERAL COM #133H [333706]

### General Well Information

Operator:	[371449] COLGATE OPERATING, LLC	Direction:	Horizontal
Status:	New	Multi-Lateral:	No
Well Type:	Oil	Mineral Owner:	Federal
Work Type:	New	Surface Owner:	Federal
Surface Location:	B-18-20S-34E 2069 FNL 1375 FEL		
Lat/Long:	32.5798428,-103.59537558 NAD83		
GL Elevation:	3620	Sing/Mult Compl:	Single
KB Elevation:		Potash Waiver:	False
DF Elevation:			

### Proposed Formation and/or Notes

### Depths

Proposed:	20912	True Vertical Depth:	0
Measured Vertical Depth:	0	Plugback Measured:	0

### Formation Tops

Formation	Top	Producing	Method Obtained
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### Event Dates

Initial APD Approval:	01/17/2023	Current APD Expiration:	12/29/2024
Most Recent APD Approval:	01/17/2023	Gas Capture Plan Received:	01/04/2023
APD Cancellation:		TA Expiration:	
APD Extension Approval:		PNR Expiration:	
Spud:		Last MIT/BHT:	
Approved Temporary Abandonment:			
Shut In:			
Plug and Abandoned Intent Received:			
Well Plugged:			
Site Release:			
Last Inspection:			

### History

Effective Date	Property	Well Number	Operator	C-101 Work Type	Well Type	Well Status	Apd Cancelled	Plug Date
01/17/2023	[333706] BATMAN FEDERAL COM	#133H	[371449] COLGATE OPERATING, LLC	New	Oil	New		

- Quic
- [Gene](#)
- [Histo](#)
- [Comr](#)
- [Oper](#)
- [Pits](#)
- [Casin](#)
- [Well \(](#)
- [Finan](#)
- [Comr](#)
- [Order](#)
- [Prodi](#)
- [Trans](#)
- [Point](#)
- Assoc
- [Well f](#)
- [Well l](#)
- [Well /](#)
- New
- [New /](#)
- [New /](#)
- [New \(](#)
- [New /](#)
- [New /](#)
- [New /](#)
- [New /](#)

**Pits**

No Pits Found

**Casing**

No Casing Found

**Well Completions**

**[58960] TEAS; BONE SPRING**

<b>Status:</b>	New, Not Drilled	<b>Last Produced:</b>	
<b>Bottomhole Location:</b>	O-19-20S-34E 10 FSL 2310 FEL		
<b>Lat/Long:</b>			
<b>Acreage:</b>	320 18-20S-34E Units: B G J O 19-20S-34E Units: B G J O		
<b>DHC:</b>	No	<b>Consolidation Code:</b>	
		<b>Production Method:</b>	

**Well Test Data**

<b>Production Test:</b>		<b>Test Length:</b>	0 hours
<b>Flowing Tubing Pressure:</b>	0 psi	<b>Flowing Casing Pressure:</b>	0 psi
<b>Choke Size:</b>	0.000 inches	<b>Testing Method:</b>	
<b>Gas Volume:</b>	0.0 MCF	<b>Oil Volume:</b>	0.0 bbls
<b>Gas-Oil Ratio:</b>	0 Kcf / bbl	<b>Oil Gravity:</b>	0.0 Corr. API
<b>Disposition of Gas:</b>		<b>Water Volume:</b>	0.0 bbls

**Perforations**

Date	Top Measured Depth (Where Completion Enters Formation)	Bottom Measured Depth (End of Lateral)	Top Vertical Depth	Bottom Vertical Depth
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**Notes**

**Event Dates**

<b>Initial Effective/Approval:</b>	01/17/2023	<b>TA Expiration:</b>	
<b>Most Recent Approval:</b>	01/17/2023	<b>Confidential Until:</b>	
<b>Confidential Requested On:</b>		<b>Test Allowable End:</b>	
<b>Test Allowable Approval:</b>		<b>DHC:</b>	
<b>TD Reached:</b>		<b>Rig Released:</b>	
<b>Deviation Report Received:</b>	No	<b>Logs Received:</b>	No
<b>Directional Survey Run:</b>	No	<b>Closure Pit Plat Received:</b>	
<b>Directional Survey Received:</b>	No	<b>First Gas Production:</b>	
<b>First Oil Production:</b>			
<b>First Injection:</b>		<b>Completion Report Received:</b>	
<b>Ready to Produce:</b>		<b>New Well C-104 Approval:</b>	
<b>C-104 Approval:</b>			
<b>Plug Back:</b>		<b>Revoked Until:</b>	
<b>Authorization Revoked Start:</b>			

**Well Completion History**

**Financial Assurance**

Effective	Bond Type	Base	Balance	Issuer	Cash/Surety	Cancellation Date
07/25/2016	Blanket	250000	250000	U.S. SPECIALTY INSURANCE COMPANY	Surety	

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**Compliance**

Note that Financial Assurance and Inactive Well Compliance are documented in separate reports ([Inactive Well Report](#), [Financial Assurance Report](#)).

Also note that some compliance issues are addressed at the operator level so not listed under each well.

**Orders**

No Orders Found

**Production / Injection**

The production & injection volumes are sourced from monthly production reports (C-115) submissions.

Earliest Production in OCD Records:		Last			Show All Production					<a href="#">Export to Excel</a>
Time Frame	Production				Injection					Pressure
	Oil (BBLs)	Gas (MCF)	Water (BBLs)	Days P/I	Water (BBLs)	Co2 (MCF)	Gas (MCF)	Other		
Grand Total:	0	0	0	0	0	0	0	0	0	N/A

**Transporters**

Transporter	Product	Most Recent for Property

**Points of Disposition**

ID	Type	Description	Pool(s)

# OCD Permitting

Home Searches Wells Well Details

## 30-025-50963 BATMAN FEDERAL COM #134H [333706]

### General Well Information

Operator:	[371449] COLGATE OPERATING, LLC		
Status:	New	Direction:	Horizontal
Well Type:	Oil	Multi-Lateral:	No
Work Type:	New	Mineral Owner:	Federal
		Surface Owner:	Federal
Surface Location:	A-18-20S-34E 206 FNL 1315 FEL		
Lat/Long:	32.5798428,-103.59518096 NAD83		
GL Elevation:	3620		
KB Elevation:		Sing/Mult Compl:	Single
DF Elevation:		Potash Waiver:	False

### Proposed Formation and/or Notes

### Depths

Proposed:	21153	True Vertical Depth:	0
Measured Vertical Depth:	0	Plugback Measured:	0

### Formation Tops

Formation	Top	Producing	Method Obtained
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### Event Dates

Initial APD Approval:	01/17/2023		
Most Recent APD Approval:	01/17/2023	Current APD Expiration:	12/29/2024
APD Cancellation:			
APD Extension Approval:			
Spud:		Gas Capture Plan Received:	01/04/2023
Approved Temporary Abandonment:		TA Expiration:	
Shut In:			
Plug and Abandoned Intent Received:		PNR Expiration:	
Well Plugged:		Last MIT/BHT:	
Site Release:			
Last Inspection:			

### History

Effective Date	Property	Well Number	Operator	C-101 Work Type	Well Type	Well Status	Apd Cancelled	Plug Date
01/17/2023	[333706] BATMAN FEDERAL COM	#134H	[371449] COLGATE OPERATING, LLC	New	Oil	New		

- Quic
- [Gene](#)
- [Histo](#)
- [Comr](#)
- [Oper](#)
- [Pits](#)
- [Casin](#)
- [Well \(](#)
- [Finan](#)
- [Comr](#)
- [Order](#)
- [Prodi](#)
- [Trans](#)
- [Point](#)
- Assoc
- [Well f](#)
- [Well l](#)
- [Well /](#)
- New
- [New /](#)
- [New /](#)
- [New \(](#)
- [New /](#)
- [New /](#)
- [New /](#)
- [New /](#)

**Pits**

No Pits Found

**Casing**

No Casing Found

**Well Completions**

**[58960] TEAS; BONE SPRING**

Status: New, Not Drilled  
 Bottomhole Location: P-19-20S-34E 10 FSL 990 FEL  
 Lat/Long: 32.5798428,-103.59518096 NAD83  
 Acreage: 320 18-20S-34E Units: A H I P  
 19-20S-34E Units: A H I P  
 DHC: No

Last Produced:  
 Consolidation Code:  
 Production Method:

**Well Test Data**

Production Test:		Test Length:	0 hours
Flowing Tubing Pressure:	0 psi	Flowing Casing Pressure:	0 psi
Choke Size:	0.000 inches	Testing Method:	
Gas Volume:	0.0 MCF	Oil Volume:	0.0 bbls
Gas-Oil Ratio:	0 Kcf / bbl	Oil Gravity:	0.0 Corr. API
Disposition of Gas:		Water Volume:	0.0 bbls

**Perforations**

Date	Top Measured Depth (Where Completion Enters Formation)	Bottom Measured Depth (End of Lateral)	Top Vertical Depth	Bottom Vertical Depth

**Notes**

**Event Dates**

Initial Effective/Approval:	01/17/2023	TA Expiration:	
Most Recent Approval:	01/17/2023	Confidential Until:	
Confidential Requested On:		Test Allowable End:	
Test Allowable Approval:		DHC:	
TD Reached:		Rig Released:	
Deviation Report Received:	No	Logs Received:	No
Directional Survey Run:	No	Closure Pit Plat Received:	
Directional Survey Received:	No	First Gas Production:	
First Oil Production:		Completion Report Received:	
First Injection:		New Well C-104 Approval:	
Ready to Produce:		Revoked Until:	
C-104 Approval:			
Plug Back:			
Authorization Revoked Start:			

**Well Completion History**

**Financial Assurance**

Effective	Bond Type	Base	Balance	Issuer	Cash/Surety	Cancellation Date
07/25/2016	Blanket	250000	250000	U.S. SPECIALTY INSURANCE COMPANY	Surety	

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**Compliance**

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Also note that some compliance issues are addressed at the operator level so not listed under each well.

**Orders**

No Orders Found

**Production / Injection**

The production & injection volumes are sourced from monthly production reports (C-115) submissions.

Earliest Production in OCD Records:		Last			Show All Production					<a href="#">Export to Excel</a>
Time Frame	Production				Injection					Pressure
	Oil (BBLs)	Gas (MCF)	Water (BBLs)	Days P/I	Water (BBLs)	Co2 (MCF)	Gas (MCF)	Other		
Grand Total:	0	0	0	0	0	0	0	0	0	N/A

**Transporters**

Transporter	Product	Most Recent for Property
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**Points of Disposition**

ID	Type	Description	Pool(s)
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LEA COUNTY, NM  
KEITH MANES, COUNTY CLERK  
17289  
Book 2191 Page 769  
2 of 23  
02/04/2022 09:06 AM  
BY ANGIE BEAUCHAMP

1.1.3. All surface leases, easements, rights-of-way, servitudes, licenses, authorizations, permits and similar surface rights to the extent primarily used or held for use in connection with the Oil and Gas Properties in the Target Area (but only to the extent of such use), including those surface rights described on Part 3 of Exhibit A (the "**Surface Interests**");

1.1.4. All overriding royalties to the extent attributable to a Lease in the Target Area, including those described on Part 4 of Exhibit A (the "**Overriding Royalty Interests**");

1.1.5. All pipelines, flowlines, plants, gathering and processing systems, platforms, buildings, compressors, meters, tanks, pumps, machinery, tools, pulling machines, utility lines, personal property, equipment (including computer and automation equipment), fixtures, improvements and other appurtenances located on or under the Lands to the extent primarily used or held for use in connection with (i) the ownership or operation of the Oil and Gas Properties or (ii) the production, treatment, sale, or disposal of Hydrocarbons produced from the Oil and Gas Properties (collectively, the "**Facilities**");

1.1.6. All (a) Hydrocarbons (or the proceeds from the sale of Hydrocarbons) produced after the Effective Time and attributable to the Oil and Gas Properties, (b) Inventory Hydrocarbons and (c) Imbalances;

1.1.7. All operating revenues, accounts receivable, trade credits, deposits, or condemnation proceeds attributable to the period after the Effective Time, in each case, to the extent attributable to the ownership and operation of the Oil and Gas Properties or the production of Hydrocarbons attributable thereto;

1.1.8. All farmout and farmin agreements, participation agreements, operating agreements, exchange agreements, processing contracts, gathering contracts, transportation contracts, storage contracts, saltwater disposal agreements, surface use agreements, subsurface use agreements, division and transfer orders, areas of mutual interest, acreage dedication agreements, revenue deficiency agreements, balancing contracts, supply contracts, contracts for the procurement of goods or services, and all other written agreements and instruments, and all rights accruing thereunder, in each case, to the extent (i) relating to the ownership or operation of the assets and properties described in this Section 1.1, including the production, handling or transportation of Hydrocarbons, water or other substances from the Oil and Gas Properties, (ii) transferable by Seller without any expense to Seller not advanced or reimbursed by Buyer (in its sole discretion) or material restrictions on transferability under Third-Party agreements, and (iii) prior to the inlet flange of the applicable downstream third party gathering facilities (the "**Contracts**"), including the Partially Assigned Contracts (but only to the extent assigned pursuant to the applicable Partial Assignment and Assumption Agreement) and the Material Contracts identified on Schedule 7.11 to the Agreement;

1.1.9. All unitization, communitization and pooling declarations, orders and agreements (including all units formed by voluntary agreement and those formed under the rules, regulations, orders or other official acts of Governmental Authorities) to the extent relating to the Oil and Gas Properties;

LEA COUNTY, NM  
KEITH MANES, COUNTY CLERK  
17289  
Book 2191 Page 769  
3 of 23  
02/04/2022 09:06 AM  
BY ANGIE BEAUCHAMP

1.1.10. To the extent assignable, all environmental and other certificates, consents, permits, licenses, exemptions, variances, waivers, authorizations, approvals, orders, authorizations, franchises and related instruments or rights or privileges, issued, in each case, by any Governmental Authority, to the extent relating to the ownership and operation of the Oil and Gas Properties, Surface Interests or Facilities;

1.1.11. Rights with respect to operations or claims and causes of action in favor of Seller (including, without limitation, any joint operating or unit operating agreement audit claims), and any sales and use Tax refunds, to the extent attributable to the Assumed Liabilities; and

1.1.12. All Records.

Except for the Excluded Assets, Seller's right, title and interest in and to the properties described in clauses 1.1.1 through 1.1.12 above, subject to the limitations and terms expressly set forth herein and in Exhibit A hereto, are referred to herein as the "**Properties**".

TO HAVE AND TO HOLD the Properties unto Buyer, its successors and permitted assigns, forever subject to the Permitted Encumbrances and the terms and conditions contained herein.

This Conveyance is made pursuant and subject to following terms and conditions:

A. Buyer hereby assumes and agrees to timely perform, pay and discharge (or cause to be timely performed, paid or discharged) all of the Assumed Liabilities, including all obligations and liabilities of Seller under the Contracts, Leases and Surface Interests. This Conveyance is expressly subject to the applicable terms and conditions of the Contracts, Leases and Surface Interests.

B. Notwithstanding anything to the contrary in this Conveyance, the "Properties" shall not include, and Seller specifically excludes from this transaction and retains, any right, title or interest of Seller to the assets set forth on Exhibit B attached hereto and made a part hereof (the "**Excluded Assets**").

C. Seller warrants and agrees to defend the title to the Properties unto Buyer from all claims of any person or entity lawfully claiming or to claim the same or any part thereof, by, through or under Seller, but not otherwise, by virtue of any prior Encumbrance made, done or suffered by Seller from and after the acquisition by Seller and its Affiliates of Cities Service Co. and its Affiliates on or around December 3, 1982, subject to the Permitted Encumbrances.

D. Recovery on Seller's special warranty of title set forth in this Conveyance shall be limited to an amount (without any interest accruing thereon) equal to the reduction in the Purchase Price to which Buyer would have been entitled under the terms and conditions of the Agreement had Buyer asserted the defect giving rise to such breach of Seller's special warranty of title set forth in this Conveyance as a Title Defect prior to the Title Defect Notification Deadline

LEA COUNTY, NM  
KEITH MANES, COUNTY CLERK  
17289  
Book 2191 Page 769  
4 of 23  
02/04/2022 09:06 AM  
BY ANGIE BEAUCHAMP

pursuant to Section 4.2**Error! Reference source not found.** of the Agreement, provided that the thresholds and deductibles applicable thereto shall not be applied. Notwithstanding anything to the contrary in this Conveyance, recovery on Seller's special warranty of title set forth in this Conveyance with respect to any Property shall not exceed the Allocated Value (if any) of such Property set forth on Exhibit B to the Agreement and shall be subject to the time limitations and other terms and conditions of Section 4.9 of the Agreement.

**E. Limitations of Warranties; Disclaimers. Except as expressly set forth in Article 7 of the Agreement, the special warranty of title in this Conveyance and Buyer's remedies pursuant to Article 4 of the Agreement, the Properties are being sold by Seller to Buyer without warranty of any kind, express, implied, or statutory. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE AND EXCEPT AS SET FORTH IN ARTICLE 7 OF THE AGREEMENT, AND THE SPECIAL WARRANTY OF TITLE IN THIS CONVEYANCE, SELLER CONVEYS THE PROPERTIES "AS-IS, WHERE-IS" AND WITH ALL FAULTS AND EXPRESSLY DISCLAIMS AND NEGATES, AND BUYER EXPRESSLY WAIVES AND ACKNOWLEDGES IT HAS NOT RELIED UPON, ANY IMPLIED OR EXPRESS WARRANTY OF (i) MERCHANTABILITY, (ii) FITNESS FOR A PARTICULAR PURPOSE, (iii) CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, AND (iv) FREEDOM FROM REDHIBITORY VICES OR DEFECTS. SELLER FURTHER EXPRESSLY DISCLAIMS AND NEGATES, AND BUYER EXPRESSLY WAIVES AND REPRESENTS AND WARRANTS THAT THE BUYER HAS NOT RELIED UPON, ANY IMPLIED OR EXPRESS REPRESENTATION OR WARRANTY, AT COMMON LAW, BY STATUTE OR OTHERWISE, IN THE AGREEMENT OR IN ANY OTHER INSTRUMENT, AGREEMENT OR CONTRACT DELIVERED HEREUNDER OR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREUNDER OR THEREUNDER, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO (A) THE ACCURACY, COMPLETENESS OR MATERIALITY OF THE INFORMATION, REPORTS, PROJECTIONS, MATERIALS, RECORDS, AND DATA NOW, HERETOFORE, OR HEREAFTER FURNISHED OR MADE AVAILABLE TO ANY MEMBER OF BUYER GROUP IN CONNECTION WITH THE PROPERTIES, INCLUDING INFORMATION FURNISHED WITH RESPECT TO THE EXISTENCE OR EXTENT OF RESERVES OR THE VALUE OF THE PROPERTIES BASED THEREON, THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY), PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, PRICING ASSUMPTIONS, OR THE ABILITY OR POTENTIAL FOR PRODUCTION OF HYDROCARBONS FROM THE PROPERTIES, (B) THE ENVIRONMENTAL CONDITION OF THE PROPERTIES, (C) TITLE TO ANY OF THE PROPERTIES, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE IN THIS CONVEYANCE, (D) THE EXISTENCE OF ANY PROSPECT, RECOMPLETION, INFILL, OR STEP-OUT DRILLING OPPORTUNITIES, (E) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE PROPERTIES, (F) INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT, (G) THE CONDITION OR STATE OF REPAIR OF ANY OF THE PROPERTIES, (H) THE PRICES BUYER AND SELLER ARE OR WILL BE ENTITLED TO RECEIVE FROM PRODUCTION OF HYDROCARBONS FROM THE PROPERTIES, AND (I) ANY OTHER MATTERS CONTAINED IN ANY OTHER MATERIAL FURNISHED OR MADE AVAILABLE TO ANY MEMBER OF BUYER GROUP BY OR ON BEHALF OF ANY MEMBER OF SELLER GROUP. ANY AND ALL SUCH INFORMATION, REPORTS, PROJECTIONS, MATERIALS, RECORDS, AND DATA NOW, HERETOFORE OR HEREAFTER FURNISHED BY ANY MEMBER OF SELLER GROUP IS PROVIDED AS A CONVENIENCE ONLY AND ANY RELIANCE ON OR USE OF SAME IS AT BUYER'S SOLE RISK, AND IT IS UNDERSTOOD THAT ALL RESERVE, PRICE AND VALUE ESTIMATES UPON WHICH BUYER HAS RELIED OR IS RELYING HAVE BEEN DERIVED BY THE INDIVIDUAL EVALUATION OF BUYER (AND BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON THE SAME FROM SELLER). WITHOUT LIMITING THE FOREGOING, SUBJECT TO BUYER'S REMEDIES PURSUANT TO ARTICLE 6 OF THE AGREEMENT AND BUYER'S REMEDY FOR BREACH OF SELLER'S REPRESENTATION CONTAINED IN SECTION 7.8 OF THE AGREEMENT AND SELLER'S INDEMNIFICATION OBLIGATIONS IN SECTION 18.1.6 OF THE AGREEMENT WITH RESPECT TO SPECIFIED LIABILITIES, BUYER HEREBY EXPRESSLY WAIVES, RELEASES AND DISCLAIMS, AND ACKNOWLEDGES IT HAS NOT RELIED UPON, ANY AND ALL CAUSES OF ACTION THAT BUYER MAY HAVE AGAINST**

LEA COUNTY, NM  
KEITH MANES, COUNTY CLERK  
17289  
Book 2191 Page 769  
5 of 23  
02/04/2022 09:06 AM  
BY ANGIE BEAUCHAMP

**ANY MEMBER OF SELLER GROUP WITH RESPECT TO ANY ENVIRONMENTAL CONDITION OR ANY OTHER RIGHTS THAT BUYER MAY HAVE AGAINST ANY MEMBER OF SELLER GROUP PURSUANT TO ANY ENVIRONMENTAL LAW, INCLUDING ANY RIGHT OF CONTRIBUTION OR CLAIM FOR RESPONSE COSTS PURSUANT TO CERCLA. EXCEPT AS SET FORTH IN ARTICLE 7 OF THE AGREEMENT, WITH RESPECT TO THE EASEMENTS AND SURFACE INTERESTS INCLUDED WITHIN THE PROPERTIES, SELLER EXPRESSLY DISCLAIMS AND NEGATES, AND BUYER EXPRESSLY WAIVES AND ACKNOWLEDGES THAT IT HAS NOT RELIED UPON, ANY REPRESENTATIONS OR WARRANTIES THAT SUCH SURFACE INTERESTS ARE CONTIGUOUS; THAT THE PIPELINES INCLUDED IN THE PROPERTIES LIE WITHIN SUCH SURFACE INTERESTS; OR THAT SUCH SURFACE INTERESTS GRANT THE RIGHT TO LAY, MAINTAIN, REPAIR, REPLACE, OPERATE, CONSTRUCTION, OR REMOVE ANY PIPELINES. BUYER SHALL SECURE ITS OWN RIGHTS AND PERMITS TO OPERATE AND MAINTAIN ANY PIPELINES OR FACILITIES COMPRISING A PORTION OF THE PROPERTIES ON THE LAND OF OTHERS AT ITS OWN EXPENSE.**

G. This Conveyance binds and inures to the benefit of Seller and Buyer and their respective successors and permitted assigns.

H. This instrument may be executed by Buyer and Seller in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

I. In the event of a conflict between the terms and conditions of this Conveyance and the Agreement, the terms and conditions of the Agreement will prevail.

J. To facilitate recordation, there are omitted from Exhibit A in certain counterparts descriptions of property located in recording jurisdictions other than the jurisdiction in which the particular counterpart is to be filed or recorded.

K. All exhibits attached hereto are hereby made part hereof and incorporated herein by this reference. References in such exhibits to instruments on file in the public records are notice of such instruments for all purposes. Unless provided otherwise, all recording references in such exhibits are to the appropriate records of the counties in which the Properties are located.

L. This Conveyance and any arbitration or dispute resolution conducted pursuant hereto shall be construed in accordance with, and governed by, the Laws of the State of Texas (except that, with respect to issues related to real property for Properties located in a specific state, the Laws of such state shall govern), without reference to the conflict of laws principles thereof.

M. If any provision of this Conveyance is held to be illegal, invalid or unenforceable under present or future Laws effective during the term hereof such provision shall be fully severable; this Conveyance shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised apart hereof, and the remaining provisions of this Conveyance shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Conveyance.

LEA COUNTY, NM  
KEITH MANES, COUNTY CLERK  
17289  
Book 2191 Page 769  
6 of 23  
02/04/2022 09:06 AM  
BY ANGIE BEAUCHAMP

N. From time to time, Buyer and Seller shall each execute, acknowledge and deliver to the other such further instruments and take such other action as may be reasonably requested in order to accomplish more effectively the purposes of this Conveyance.

*[Signature page follows.]*













LEA COUNTY, NM  
 KEITH MANES, COUNTY CLERK  
 17289  
 Book 2191 Page 769  
 12 of 23  
 02/04/2022 09:06 AM  
 BY ANGIE BEAUCHAMP

EXHIBIT A, PART 1: LEASES

Attached to and made a part of that certain Conveyance, Assignment and Bill of Sale effective September 1, 2021, by and among OXY USA Inc., OXY USA WTP LP, Occidental Permian Ltd., and OXY Y-1 Company (collectively, "Seller"), and Colgate Production, LLC ("Buyer")

Area	Agreement Number	Lessor	Lessee	Agreement Date	State	County	Book	Page	Township	Range	Section	Legal Description
BURTON FLAT	974900*	STATE OF NEW MEXICO EO 5073 0005	GULF OIL CORPORATION	3/10/1951	NM	EDDY	NA	NA	019S	028E	36	ALL
BURTON FLAT	925901*	USA NMNM 473362	GEO A LAUCK	1/1/1964	NM	EDDY	NA	NA	019S	028E	35	N/2, S/2SW/4 & N/2S/2
BURTON FLAT	105401*	SAMUEL TRACY	CITIES SERVICE OIL COMPANY	11/1/1972	NM	EDDY	92	203	020S	028E	8	SE/4
BURTON FLAT	105402*	MARIAN TRACY LELEVIER	CITIES SERVICE OIL COMPANY	11/1/1972	NM	EDDY	92	205	020S	028E	8	SE/4
BURTON FLAT	917900*	USA NMLC 050797	NEIL H. WILLS	1/1/1940	NM	EDDY	NA	NA	020S	028E	13	SW/4, SW/4SE/4, N/2SE/4 & N/2
BURTON FLAT	917900*	USA NMLC 050797	NEIL H. WILLS	1/1/1940	NM	EDDY	NA	NA	020S	028E	14	E/2E/2
BURTON FLAT	917900*	USA NMLC 050797	NEIL H. WILLS	1/1/1940	NM	EDDY	NA	NA	020S	028E	15	SW/4
BURTON FLAT	917900*	USA NMLC 050797	NEIL H. WILLS	1/1/1940	NM	EDDY	NA	NA	020S	028E	24	N/2NW/4, N/2SW/4 & NW/4NE/4
BURTON FLAT	17240700*	USA NMNM 017221	W. J. LANGLEY	1/1/1973	NM	EDDY	NA	NA	020S	028E	25	N/2NE/4
BURTON FLAT	25620000*	USA NMNM 17098	EDWARD R HUDSON JR	7/1/1963	NM	EDDY	NA	NA	020S	028E	25	NE/4NE/4
HACKBERRY	12992600*	USA NM-66437	SUNBURST EXPLORATION, INC.	8/1/1986	NM	EDDY	25	2	019S	031E	6	LOT 3, SE/4NW/4 & NE/4SW/4
HACKBERRY	12993000*	USA NMNM 0560355	JOHN N. EDDY	7/1/1951	NM	EDDY	NA	NA	019S	031E	6	LOT 7
HACKBERRY	13058900*	STATE OF NEW MEXICO BO 2023 0018	SNOWDEN & MCSWEENEY CO	7/10/1933	NM	EDDY	343	810	018S	030E	36	E/2NE/4 & NW/4NW/4
LUSK	882400*	STATE OF NEW MEXICO BO 1482 011	EMPIRE GAS AND FUEL COMPANY	11/26/1932	NM	LEA	NA	NA	019S	032E	32	N/2NE/4
SOUTH HACKBERRY	13056600*	USA NMNM D 313550	LEE A ADAMS	10/1/1962	NM	EDDY	68	1060	020S	030E	9	W/2 & N/2NE/4
SOUTH HACKBERRY	13058100*	USA NMNM 06299	MURRELL VAN HOOK	5/1/1952	NM	EDDY	75	267	020S	030E	28	E/2
HACKBERRY	21241600	NMNM 02460	TRIGG OIL & GAS LP	5/1/1952	NM	EDDY	NA	NA				ALL
JEWETT	100701	USA NMNM 029512 A	CITIES SERVICE OIL COMPANY, ET AL	2/1/1951	NM	LEA	N/A	N/A				ALL
JEWETT	100702	USA NMNM 029512 B	CITIES SERVICE OIL COMPANY, ET AL	11/1/1959	NM	LEA	N/A	N/A				ALL
JEWETT	100703	USA NMNM 029512 C	CITIES SERVICE OIL CO	2/1/1951	NM	LEA	N/A	N/A				ALL
JEWETT	100704	USA NMNM 13276	CITIES SERVICE OIL COMPANY, ET AL	11/1/1959	NM	LEA	N/A	N/A				ALL
BURTON FLAT	895500	USA NMNM 559789	FRED H. PALMER	5/1/1966	NM	EDDY	165	429				ALL
BURTON FLAT	896000	USA NMNM 6856	CITIES SERVICE OIL COMPANY	8/1/1968	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	897000	USA NMNM 8941	CITIES SERVICE OIL COMPANY	3/1/1969	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	912600	USA NMNM 002377	C. W. WEST	6/1/1967	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	912700	USA NMNM 009818	JERRY BELCHER	7/1/1969	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	916600	STATE OF NEW MEXICO LG 0794 0003	CITIES SERVICE OIL COMPANY	11/1/1972	NM	EDDY	132	1079				ALL
BURTON FLAT	918700	USA NMNM 017220	CITIES SERVICE OIL COMPANY	1/1/1973	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	925902	USA NMNM 473362	GEO A LAUCK	1/1/1964	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	935600	USA NMLC D 67684	ROBERT H. VICKERS	1/1/1940	NM	EDDY	39	141				ALL
BURTON FLAT	936300	USA NMNM 18293	GULF OIL CORPORATION	5/1/1973	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	943800	STATE OF NEW MEXICO KD 6599 0001	REDFERN DEVELOPMENT CORP	12/20/1966	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	952200	USA NMNM 013232A	PRESCOTT A SHERMAN	3/1/1971	NM	EDDY	90	436				ALL
BURTON FLAT	954000	USA NMNM 20095	SHIRLEY A. JOHNSTON	5/1/1973	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	954100	USA NMNM 17099	ROY DUNN	3/1/1964	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	954200	USA NMNM 082993	PAULINE SWINEHART	9/1/1963	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	954300	USA NMNM 055440	LUCILLE D. HAYES	12/1/1964	NM	EDDY	151	82				ALL
BURTON FLAT	954400	USA NMNM 528964	F. V. CAUHAPE	4/1/1964	NM	EDDY	148	71				ALL
BURTON FLAT	954700	USA NMNM 031183	KEITH D GRAHAM	9/1/1977	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	955100	USA NMNM 26683	YOLE ANTONGIOVANNI	11/1/1975	NM	EDDY	132	155				ALL
BURTON FLAT	971300	USA NMNM 083580	HANAGAN OIL PROPERTIES, INC.	4/1/1990	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	974700	USA NMNM D 256130 A	J. M. DUNBAR	5/1/1962	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	974800	USA NMNM 092190	T. LEMANN AND S. LEMANN	5/1/1960	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	978200	USA NMNM 100255	THE PURE OIL COMPANY	5/1/1964	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	1661200	USA NMNM 015003	ROBERT P KUNKEL	3/1/1972	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	1665400	USA NMNM 554216	J BURNS	7/1/1964	NM	EDDY	153	59				ALL
BURTON FLAT	1667000	USA NMNM 082882	HANAGAN OIL PROPERTIES, INC.	11/1/1989	NM	EDDY	N/A	N/A				ALL
HACKBERRY	10395000	USA NMNM 093771	B. B. GINSBERG	9/1/1956	NM	EDDY	N/A	N/A				ALL
HACKBERRY	10396100	USA NMNM D 025503	B. B. GINSBERG	9/1/1956	NM	EDDY	N/A	N/A				ALL
HACKBERRY	10396700	LOUISE B BENSON	DONALD E BLACKMAR	7/1/1969	NM	EDDY	68	283				ALL
HACKBERRY	10422100	USA NMNM 066245	MISS MURRELL E VAN HOOK	11/1/1951	NM	EDDY	N/A	N/A				ALL
LUSK	11297000	USA NMLC D 065710	WAYNE C DAVIDSON	10/1/1951	NM	LEA	N/A	N/A				ALL
LUSK	11297100	USA NMNM D 011135	LEONARD OIL CO	3/1/1950	NM	LEA	N/A	N/A				ALL
HACKBERRY	12992800	USA NMNM 05709	JOHN N. EDDY	7/1/1951	NM	EDDY	N/A	N/A				ALL
HACKBERRY	12993100	USA NMLC 065244	MRS. WILLIE G. HODGES	2/1/1951	NM	EDDY	N/A	N/A				ALL
HACKBERRY	12993200	USA NMLC 065244 A	MRS. WILLIE G. HODGES	2/1/1951	NM	EDDY	N/A	N/A				ALL
HACKBERRY	12994100	STATE OF NEW MEXICO EO 7811 0003	MALCO REFINERIES, INC (HONDO OIL & GAS)	2/16/1954	NM	EDDY	N/A	N/A				ALL

LEA COUNTY, NM  
 KEITH MANES, COUNTY CLERK  
 17289  
 Book 2191 Page 769  
 13 of 23  
 02/04/2022 09:06 AM  
 BY ANGIE BEAUCHAMP

**EXHIBIT A, PART 1: LEASES**

Attached to and made a part of that certain Conveyance, Assignment and Bill of Sale effective September 1, 2021, by and among OXY USA Inc., OXY USA WTP LP, Occidental Permian Ltd., and OXY Y-1 Company (collectively, "Seller"), and Colgate Production, LLC ("Buyer")

Area	Agreement Number	Lessor	Lessee	Agreement Date	State	County	Book	Page	Township	Range	Section	Legal Description
SOUTH HACKBERRY	13044200	STATE OF NEW MEXICO B0 2386 0007	STANOLIND OIL AND GAS CO	1/10/1934	NM	EDDY	N/A	N/A				ALL
SOUTH HACKBERRY	13051000	USA NMLC 029096 C	WILLIS, NEIL H	6/1/1957	NM	EDDY	2157	379				ALL
SOUTH HACKBERRY	13054700	USA NMLC 029171 C	BARBER OIL COMPANY	1/1/1980	NM	EDDY	N/A	N/A				ALL
SOUTH HACKBERRY	13054800	USA NMLC 029171 A	F G KEYES AND OLGA M ATWOOD	7/1/1991	NM	EDDY	N/A	N/A				ALL
SOUTH HACKBERRY	13055000	STATE OF NEW MEXICO K0 2647 0001	PAN AMERICAN	8/21/1962	NM	EDDY	N/A	N/A				ALL
SOUTH HACKBERRY	13057200	STATE OF NEW MEXICO K0 3097 0001	PAN AMERICAN	2/19/1963	NM	EDDY	N/A	N/A				ALL
SOUTH HACKBERRY	13057600	USA NMLC 0 060150	EASTHAM, H G	1/1/1940	NM	EDDY	15	264				ALL
SOUTH HACKBERRY	13057700	USA NMNM 0164757	CLEVELAND, REESE	7/1/1961	NM	EDDY	N/A	N/A				ALL
SOUTH HACKBERRY	13058000	USA NMLC 070286	EMPEROR OIL COMPANY	7/1/1951	NM	EDDY	N/A	N/A				ALL
SOUTH HACKBERRY	13060500	USA NMLC 029096 A	CONOCO INC ET AL	1/1/1989	NM	EDDY	2157	379				ALL
HACKBERRY	13334700	USA NMNM 056542	SOUTHLAND ROYALTY COMPANY	9/1/1983	NM	EDDY	229	1291				ALL
HACKBERRY	13359900	STATE OF NEW MEXICO B0 1565 0012	GEORGE F. GETTY OIL COMPANY	12/29/1932	NM	EDDY	N/A	N/A				ALL
HACKBERRY	13360000	USA NMLC 27278	ROLAND MCLEAN	3/1/1951	NM	EDDY	N/A	N/A				ALL
HACKBERRY	13430300	USA NM-01375-A	ST MARY LAND & EXPLORATION	8/22/2002	NM	EDDY	N/A	N/A				ALL
HACKBERRY	13483600	USA NM-01375	ST MARY LAND & EXPLORATION	8/22/2002	NM	EDDY	N/A	N/A				ALL
HALFWAY	16334500	USA NMNM 043734	ANADARKO PRODUCTION COMPANY	4/1/1981	NM	LEA	N/A	N/A				ALL
HALFWAY	16334600	USA NMNM 043735	ANADARKO PETROLEUM CORPORATION	4/1/1981	NM	LEA	N/A	N/A				ALL
BURTON FLAT	16613100	USA NMNM 092190	MESSRS T. LEMANN AND S LEMANN	5/1/1960	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	16613300	USA NMNM 0 256130 A	J. M. DUNBAR	5/1/1962	NM	EDDY	127	242				ALL
HALFWAY	18483600	USA NMNM-63016	YATES PETROLEUM CORPORATION	9/1/1985	NM	LEA	N/A	N/A				ALL
SOUTH HACKBERRY	25392200	USA NMNM 138847	PERCHERON PRO SERVICES LLC	11/1/2018	NM	EDDY	N/A	N/A				ALL
SOUTH HACKBERRY	25400900	USA NMNM 130863	ROY G BARTON JR	12/1/2013	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	25440400	USA NMNM 134864	FEDERAL ABSTRACT COMPANY	10/1/2015	NM	EDDY	N/A	N/A				ALL
SOUTH HACKBERRY	25556101	ROLLA R HINKLE III	MARATHON OIL PERMIAN LLC	2/1/2019	NM	EDDY	1120	138				ALL
SOUTH HACKBERRY	25556102	MADISON M HINKLE AND SUSAN M HINKLE	MARATHON OIL PERMIAN LLC	2/1/2019	NM	EDDY	1120	139				ALL
SOUTH HACKBERRY	25556103	JOHN GERRY HOOVER	ROLLA R HINKLE III	4/18/2014	NM	EDDY	983	491				ALL
SOUTH HACKBERRY	25556104	CONSTANCE ROSE HOOVER	ROLLA R HINKLE III	4/18/2014	NM	EDDY	983	494				ALL
SOUTH HACKBERRY	25556105	STEVEN RUST HOOVER	ROLLA R HINKLE III	4/18/2014	NM	EDDY	983	497				ALL
SOUTH HACKBERRY	25556106	JOANNE KAREN HOOVER	ROLLA R HINKLE III	4/18/2014	NM	EDDY	983	512				ALL
SOUTH HACKBERRY	25556107	JOHN H HOOVER JR	ROLLA R HINKLE III	5/5/2014	NM	EDDY	984	135				ALL
SOUTH HACKBERRY	25556108	ROBERT T HOOVER	ROLLA R HINKLE III	5/5/2014	NM	EDDY	983	509				ALL
SOUTH HACKBERRY	25556109	DONALD E HOOVER	ROLLA R HINKLE III	5/5/2014	NM	EDDY	984	138				ALL
SOUTH HACKBERRY	25556110	LADD E HOOVER	ROLLA R HINKLE III	5/5/2014	NM	EDDY	983	500				ALL
SOUTH HACKBERRY	25556111	DONNA MARIE DWIGGINS	ROLLA R HINKLE III	5/5/2014	NM	EDDY	983	503				ALL
SOUTH HACKBERRY	25556112	DEBORA W MATTHEWS	ROLLA R HINKLE III	5/5/2014	NM	EDDY	983	506				ALL
BURTON FLAT	25601800	STATE OF NEW MEXICO L0 1514 0003	MAGNUM HUNTER PRODUCTION INC	10/15/1968	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	25602000	STATE OF NEW MEXICO L0 0487 0005	EOG RESOURCES INC	12/19/1967	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	25608700	USA NMNM 013232	PRESCOTT A SHERMAN	3/1/1971	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	25609000	USA NMNM 016101	V W ADAMS	8/1/1972	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	25609200	USA NMNM 086540	MARALO INC	6/1/1991	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	25611300	USA NMNM 83581	MEWBOURNE OIL COMPANY	4/1/1990	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	25619900	USA NMNM 83584	MEWBOURNE OIL COMPANY	4/1/1990	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	25620100	USA NMNM 15873	GRACE E LARUE	8/1/1972	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	25620200	USA NMNM 96211	PENWELL ENERGY INC	3/1/1996	NM	EDDY	N/A	N/A				ALL

LEA COUNTY, NM  
 KEITH MANES, COUNTY CLERK  
 17289  
 Book 2191 Page 769  
 14 of 23  
 02/04/2022 09:06 AM  
 BY ANGIE BEAUCHAMP

**EXHIBIT A, PART 1: LEASES**

Attached to and made a part of that certain Conveyance, Assignment and Bill of Sale effective September 1, 2021, by and among OXY USA Inc., OXY USA WTP LP, Occidental Permian Ltd., and OXY-1 Company (collectively, "Seller"), and Colgate Production, LLC ("Buyer")

Area	Agreement Number	Lessor	Lessee	Agreement Date	State	County	Book	Page	Township	Range	Section	Legal Description
BURTON FLAT	25620400	USA NMNM 96212	PENWELL ENERGY INC	3/1/1996	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	25620800	USA NMNM 17103	GRACE E LARUE	8/1/1973	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	25621000	USA NMNM 83583	MEWBOURNE OIL COMPANY	4/1/1990	NM	EDDY	N/A	N/A				ALL
SOUTH HACKBERRY	25717400	USA NMNM 0-554233	A.D. SLOVER	8/1/1964	NM	EDDY	N/A	N/A				ALL
SOUTH HACKBERRY	25717700	USA NMNM 135240	CL&F OPERATING LLC	6/1/2016	NM	EDDY	1072	814				ALL
SOUTH HACKBERRY	25717900	NANCY DEAN INVESTMENT CORPORATION	MEWBOURNE OIL COMPANY	4/23/2019	NM	EDDY	1124	377				ALL
SOUTH HACKBERRY	25718300	USA NMNM 06781	LOUIS E HART JR	7/1/1952	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	25723900	USA NMNM 137444	COLGATE PRODUCTION LLC	4/1/2018	NM	EDDY	N/A	N/A				ALL
BURTON FLAT	956400	USA NMNM 0541580	The Pure Oil Company	5/1/1964	NM	EDDY	0541580					ALL
LUSK	10448100	USA NMNM 103235	WAYNE C DAVIDSON	10/1/1951	NM	LEA	N/A	N/A				ALL

\*A portion of this lease to be reserved and retained by Seller as an Excluded Asset, being the portion of the lease located outside of the Target Area.

LEA COUNTY, NM  
 KEITH MANES, COUNTY CLERK  
 17289  
 Book 2191 Page 769  
 15 of 23  
 02/04/2022 09:06 AM  
 BY ANGIE BEAUCHAMP

**EXHIBIT A, PART 2: WELLS**

Attached to and made a part of that certain Conveyance, Assignment and Bill of Sale effective September 1, 2021, by and among OXY USA Inc., OXY USA WTP LP, Occidental Permian Ltd., and OXY Y-1 Company (collectively, "Seller"), and Colgate Production, LLC ("Buyer")

AREA	API NUMBER	WELL COMPLETION NAME	OPERATOR	COUNTY	STATE
BURTON FLAT	3001520779	DWU FEDERAL #1 1	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001520871	GOVERNMENT R COM 1	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001520932	GOVERNMENT S 1	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001520958	GOVERNMENT T COM 1 B	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001520973	DERO FEDERAL COM 2C	OXY USA INC	EDDY	NEW MEXICO
BURTON FLAT	3001521020	GOVERNMENT U 1	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001521067	GOVERNMENT W COM 1	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001521109	GOVERNMENT Y 1	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001521242	GOVERNMENT Z COM 1	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001521286	GOVERNMENT AA 1 B	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001521323	GOVERNMENT T 2	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001521407	GOVERNMENT AB 1	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001521432	GOVERNMENT AC COM 1	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001521480	GOVERNMENT AB 2	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001521514	GOVERNMENT AC 2	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001521774	GOVERNMENT AB 3	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001521927	STATE CV COM 1	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001522006	STATE 21 COM #1	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001522019	GOVERNMENT AB 4	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001522020	GOVERNMENT AD 2	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001522125	STATE CX COM 1	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001522999	GOVERNMENT S 2	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001523078	DWU FEDERAL #4 4	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001523254	GOVERNMENT AG 1 BS	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001523553	GOVERNMENT AL 1	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001524032	GOVERNMENT AO COM 1	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001526248	GOVERNMENT AB 5	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001526253	GOVERNMENT W 2	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001526402	GOVERNMENT U 2	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001527839	GOVERNMENT S 3	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001527845	GOVERNMENT S 4	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001527846	GOVERNMENT AB 6	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001527847	GOVERNMENT AB 7	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001527863	GOVERNMENT AB 8	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001527885	GOVERNMENT S 5	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001527964	GOVERNMENT AB 9	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001528118	GOVERNMENT S 6	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001528391	GOVERNMENT R 2	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001528504	GOVERNMENT S 7	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001528505	GOVERNMENT S 8	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001528627	GOVERNMENT AC #3	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001528803	DWU FEDERAL 6	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001528841	GOVERNMENT Nbfd-WC	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001528970	OXY 33 FEDERAL 1	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001528986	OXY 4 FEDERAL 1	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001528996	GOVERNMENT S 9	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001529167	OXY 22 FEDERAL 1	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001529234	OXY BULLDOG STATE 1	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001529418	GOVERNMENT AL NO. 2	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001530399	DERO FEDERAL COM 003 WOLF CMP	OXY USA INC	EDDY	NEW MEXICO
BURTON FLAT	3001530782	HUBBLE 28 STATE COM 01	OXY USA INC	EDDY	NEW MEXICO
BURTON FLAT	3001532655	GOVERNMENT AC COM 4	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001533283	GOVERNMENT AA COM #2	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001540853	GOVERNMENT AB 11	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001540854	GOVERNMENT AB 14	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001540880	GOVERNMENT AC 13 FEDERAL SH	OXY USA WTP LP	EDDY	NEW MEXICO

LEA COUNTY, NM  
 KEITH MANES, COUNTY CLERK  
 17289  
 Book 2191 Page 769  
 16 of 23  
 02/04/2022 09:06 AM  
 BY ANGIE BEAUCHAMP

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AREA	API NUMBER	WELL COMPLETION NAME	OPERATOR	COUNTY	STATE
BURTON FLAT	3001540920	GOVERNMENT AB 13	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001541049	GOVERNMENT AB 12	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001541857	STATE CV COM 2H	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001543123	CHARLIE CHOCOLATE 14-15 FEDERAL CC	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001547392	BIG FISH 12 10 FEDERAL COM 32H	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001547497	BIG FISH 12 10 FEDERAL COM 33H	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001547517	CHARLIE CHOCOLATE 13 14 FEDERAL CC	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001547518	CHARLIE CHOCOLATE 13 FEDERAL COM	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001547519	CHARLIE CHOCOLATE 13 14 FEDERAL CC	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001547594	BIG FISH 12 10 FEDERAL COM 31H	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001547595	BIG FISH 12 10 FEDERAL COM 311H	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001547597	BIG FISH 12 10 FEDERAL COM 313H	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001547598	BIG FISH 12 10 FEDERAL COM 315H	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001547599	BIG FISH 12 10 FEDERAL COM 314H	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001547886	CHARLIE CHOCOLATE 13 14 FEDERAL CC	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001548214	BIG FISH 12 10 FEDERAL COM 312H	OXY USA WTP LP	EDDY	NEW MEXICO
BURTON FLAT	3001548221	CHARLIE CHOCOLATE 13 14 FEDERAL CC	OXY USA WTP LP	EDDY	NEW MEXICO
HACKBERRY	3001531419	OXY HACKBERRY 6 FEDERAL COM #2	OXY USA WTP LP	EDDY	NEW MEXICO
HACKBERRY	3001531611	OXY SMOKEY STATE #1	OXY USA WTP LP	EDDY	NEW MEXICO
HACKBERRY	3001531937	OXY BITS STATE NO. 1	OXY USA WTP LP	EDDY	NEW MEXICO
HACKBERRY	3001532507	OXY IVORE FEDERAL COM NO. 1	OXY USA WTP LP	EDDY	NEW MEXICO
HACKBERRY	3001532826	OXY MISTY FEDERAL #2	OXY USA WTP LP	EDDY	NEW MEXICO
HACKBERRY	3001533364	OXY PAL FEDERAL #1	OXY USA WTP LP	EDDY	NEW MEXICO
HACKBERRY	3001539118	SMOKEY BITS STATE COM 003H	OXY USA WTP LP	EDDY	NEW MEXICO
HACKBERRY	3001540050	SAMANTHA 31-6 FEDERAL COM 001H	OXY USA WTP LP	EDDY	NEW MEXICO
HACKBERRY	3001540070	SMOKEY BITS STATE COM 005H	OXY USA WTP LP	EDDY	NEW MEXICO
HACKBERRY	3001540148	SMOKEY BITS STATE COM 006H	OXY USA WTP LP	EDDY	NEW MEXICO
HACKBERRY	3001540196	SMOKEY BITS STATE COM 002H	OXY USA WTP LP	EDDY	NEW MEXICO
HACKBERRY	3001541248	HACKBERRY 6 FEDERAL COM 004H	OXY USA WTP LP	EDDY	NEW MEXICO
HACKBERRY	3001541409	IVORE 35 FEDERAL COM 2H	OXY USA WTP LP	EDDY	NEW MEXICO
HACKBERRY	3001541410	IVORE 35 FEDERAL COM 3H	OXY USA WTP LP	EDDY	NEW MEXICO
HACKBERRY	3001541413	MISTY FEDERAL COM 04H	OXY USA WTP LP	EDDY	NEW MEXICO
HACKBERRY	3001541416	MISTY FEDERAL COM 35-3H	OXY USA WTP LP	EDDY	NEW MEXICO
HACKBERRY	3002541089	SOUTH LUSK 28 FEDERAL 001H	OCCIDENTAL PERMIAN LTD	LEA	NEW MEXICO
LUSK	3002540279	FECTA 33 FEDERAL 001H	OCCIDENTAL PERMIAN LTD	LEA	NEW MEXICO
LUSK	3002540280	FECTA 33 FEDERAL 002H	OCCIDENTAL PERMIAN LTD	LEA	NEW MEXICO
LUSK	3002540753	AMOCO 21 FEDERAL 001H	OCCIDENTAL PERMIAN LTD	LEA	NEW MEXICO
LUSK	3002541256	LUSK 28 WEST FEDERAL COM #2H	OCCIDENTAL PERMIAN LTD	LEA	NEW MEXICO
LUSK	3002541257	LUSK 28 WEST FEDERAL COM #1H	OCCIDENTAL PERMIAN LTD	LEA	NEW MEXICO
BURTON FLAT	3001526451	FEDERAL V #1	MEWBOURNE OIL COMPANY	EDDY	NEW MEXICO
BURTON FLAT	3001526478	INDIGO FEDERAL-1	Thunderbolt Petro Li	EDDY	NEW MEXICO
BURTON FLAT	3001527222	REMINGTON FEDERAL #1	CHI ENERGY INC	EDDY	NEW MEXICO
BURTON FLAT	3001528038	WINCHESTER FEDERAL #3	CHI OPERATING INC	EDDY	NEW MEXICO
BURTON FLAT	3001530801	OXY YATES 13 #16	EGL RESOURCES	EDDY	NEW MEXICO
BURTON FLAT	3001532592	OXY FEDERAL #1	STRATA PRODUCTION COMPANY	EDDY	NEW MEXICO
HACKBERRY	3001532201	OXY XICA FEDERAL COM NO. 1	CHEVRON U S A INC	EDDY	NEW MEXICO
HACKBERRY	3001532896	CREEK AL FEDERAL COM-19	Yates Drilling	EDDY	NEW MEXICO
JEWETT	3002523861	WALLEN-FEDERAL-1	DAKOTA RESOURCES INC	LEA	NEW MEXICO
JEWETT	3002526625	WEST LYNCH FED-1	FULFER OIL & CATTLE CO LLC	LEA	NEW MEXICO
JEWETT	3002532402	SINAGUA 18 FEDERAL COM 1	SANTA FE ENERGY OPERATING PARTNERS LP	LEA	NEW MEXICO
SOUTH HACKBERRY	3001534295	GOLDEN LANE 29 STATE #1Y	APACHE CORP	EDDY	NEW MEXICO
JEWETT	30-025-32694	SINAGUA 18 FEDERAL #2	BXP OPERATING, LLC	LEA	NEW MEXICO
JEWETT	30-025-24129	WALLEN FEDERAL #3	DAKOTA RESOURCES INC.	LEA	NEW MEXICO
JEWETT	30-025-24291	WALLEN FEDERAL #4	DAKOTA RESOURCES INC.	LEA	NEW MEXICO

LEA COUNTY, NM  
 KEITH MANES, COUNTY CLERK  
 17289  
 Book 2191 Page 769  
 17 of 23  
 02/04/2022 09:06 AM  
 BY ANGIE BEAUCHAMP

**EXHIBIT A, PART 2: WELLS**

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AREA	API NUMBER	WELL COMPLETION NAME	OPERATOR	COUNTY	STATE
JEWETT	30-025-24311	WALLEN FEDERAL #6	DAKOTA RESOURCES INC.	LEA	NEW MEXICO
JEWETT	30-025-24526	WALLEN FEDERAL #7	DAKOTA RESOURCES INC.	LEA	NEW MEXICO
JEWETT	30-025-25200	WALLEN FEDERAL #8Y	DAKOTA RESOURCES INC.	LEA	NEW MEXICO
BURTON FLAT	3001526702	FEDERAL V 2	MEWBOURNE OIL COMPANY	EDDY	NEW MEXICO
BURTON FLAT	3001527967	REMINGTON FEDERAL #3	CHI ENERGY INC	EDDY	NEW MEXICO
BURTON FLAT	3001530803	OXY YATES FEDERAL 14 #2	EGL RESOURCES	EDDY	NEW MEXICO
BURTON FLAT	3001530804	OXY YATES FEDERAL 14 #14	EGL RESOURCES	EDDY	NEW MEXICO
BURTON FLAT	3001530805	OXY YATES FEDERAL 14 #8	EGL RESOURCES	EDDY	NEW MEXICO
BURTON FLAT	3001530806	OXY YATES FEDERAL 14 #15	EGL RESOURCES	EDDY	NEW MEXICO
BURTON FLAT	3001541354	WINCHESTER 36 AD STATE-1H	MEWBOURNE OIL COMPANY	EDDY	NEW MEXICO
BURTON FLAT	3001541747	WINCHESTER 36 HE STATE-1H	MEWBOURNE OIL COMPANY	EDDY	NEW MEXICO
BURTON FLAT	3001542606	WINCHESTER 36 B2LI STATE-1H	MEWBOURNE OIL COMPANY	EDDY	NEW MEXICO
HALFWAY	3002526826	BELCO AIA FEDERAL #1	EOG RESOURCES INC	LEA	NEW MEXICO
HALFWAY	3002538527	BELCO AIA FEDERAL #2H	EOG RESOURCES INC	LEA	NEW MEXICO
HALFWAY	3002538719	BELCO AIA FEDERAL #3H	EOG RESOURCES INC	LEA	NEW MEXICO
HALFWAY	3002538818	BELCO AIA FEDERAL #4H	EOG RESOURCES INC	LEA	NEW MEXICO
HACKBERRY	3001532298	OXY XICA FEDERAL-2	CHEVRON U S A INC	EDDY	NEW MEXICO
HACKBERRY	3001532347	OXY FREDDIE FEDERAL-1	COG OPERATING LLC	EDDY	NEW MEXICO



LEA COUNTY, NM  
 KEITH MANES, COUNTY CLERK  
 17289  
 Book 2191 Page 769  
 18 of 23  
 02/04/2022 09:06 AM  
 BY ANGIE BEAUCHAMP

**EXHIBIT A, PART 3: SURFACE INTERESTS**

Attached to and made a part of that certain Conveyance, Assignment and Bill of Sale effective September 1, 2021, by and among OXY USA Inc., OXY USA WTP LP, Occidental Permian Ltd., and OXY Y-1 Company (collectively, "Seller"), and Colgate Production, LLC ("Buyer")

AREA	OXY AGREEMENT NUMBER	AGREEMENT TYPE	GRANTOR	GRANTEE	EFFECTIVE DATE	COUNTY	STATE
BURTON FLATS	01734200	ROW, Easement and Facility	BLM ROW NM-030745	CITIES SERVICE OIL COMPANY	7/25/1977	EDDY	NM
BURTON FLATS	01734500	ROW, Easement and Facility	BLM ROW NM-094344	OXY USA INC	1/1/2000	EDDY	NM
BURTON FLATS	01734700	ROW, Easement and Facility	OXY 22 FED #1 NMNM 097320	BUREAU OF LAND MANAGEMENT	12/12/1996	EDDY	NM
BURTON FLATS	01734800	ROW, Easement and Facility	NM 96589 - GOVERNMENT AC #2 GAS PIPELINE ROW	OXY USA INC	10/25/1996	EDDY	NM
BURTON FLATS	01734900	ROW, Easement and Facility	NMNM 095512/GOVERNMENT Z	OXY USA INC.	4/3/1996	EDDY	NM
BURTON FLATS	01735000	ROW, Easement and Facility	NM 95513 - GOVERNMENT T #1	OXY USA INC.	5/21/1996	EDDY	NM
BURTON FLATS	01735100	ROW, Easement and Facility	NM 95922 - DWU FED #5 & GOVT S #9 POWERLINE ROW	OXY USA INC	6/10/1996	EDDY	NM
BURTON FLATS	01735200	ROW, Easement and Facility	GOVERNMENT AC #2 /NMNM 96589	OXY USA INC	10/25/1996	EDDY	NM
BURTON FLATS	03618500	ROW, Easement and Facility	OXY USA INC TO CHI ENERGY INC - RW-94344	CHI ENERGY INC	11/2/1995	EDDY	NM
SOUTH HACKBERRY	11631100	*ROW, Easement and Facility	BUREAU OF LAND MANAGEMENT NM-89722	AMOCO PRODUCTION CO	1/29/1992	EDDY	NM
SOUTH HACKBERRY	12023200	ROW, Easement and Facility	USA NMNM 000541	BUREAU OF LAND MANAGEMENT	10/21/1966	EDDY	NM
BURTON FLATS	12188500	*ROW, Easement and Facility	USA NMNM 090166	OXY USA INC.	1/11/1993	EDDY	NM
BURTON FLATS	12188700	ROW, Easement and Facility	USA NM-104220	OXY USA INC.	11/16/2000	EDDY	NM
BURTON FLATS	13224200	*ROW, Easement and Facility	USA NMNM-107198 (HOPSING FED #2)	OXY USA WTP LTD PARTNERSHIP	12/4/2001	EDDY	NM
HACKBERRY	13336700	*ROW, Easement and Facility	BLM NM-107962	OXY USA WTP LP	4/24/2002	EDDY	NM
HACKBERRY	13375300	ROW, Easement and Facility	USA NMNM-108369 (FREDDIE FED #1)	OXY USA WTP LTD	8/12/2002	EDDY	NM
BURTON FLATS	14233900	ROW, Easement and Facility	USA NM-109858 TO OXY USA WTP LP	OXY USA WTP LP	8/4/2003	EDDY	NM
BURTON FLATS	14234100	ROW, Easement and Facility	USA NMNM-110717 (FLOOD MAKEUP LINE)	OXY USA WTP LP	12/10/2003	EDDY	NM
BURTON FLATS	14235500	ROW, Easement and Facility	USA NMNM-111342	OXY USA WTP LP	6/29/2004	EDDY	NM
BURTON FLATS	14235600	ROW, Easement and Facility	USA NMNM-111298 (GOV AA COM #2)	OXY USA WTP LP	6/16/2004	EDDY	NM
BURTON FLATS	14502600	ROW, Easement and Facility	USA NM-111850 TO OXY USA WTP	OXY USA WTP LP	11/2/2004	EDDY	NM
BURTON FLATS	16473900	ROW, Easement and Facility	USA NM-117686	OXY USA WTP LIMITED PARTNERSHIP	12/31/2006	EDDY	NM
BURTON FLATS	16756800	ROW, Easement and Facility	USA NM-120130 / ROW/	OXY USA WTP LP	4/18/2008	EDDY	NM
BURTON FLATS	16760900	ROW, Easement and Facility	COUNTY OF EDDY, NM / ELECTRIC LINE/ APPLICATION	OXY USA WTP LIMITED PARTNERSHIP	11/21/2007	EDDY	NM
BURTON FLATS	16761000	ROW, Easement and Facility	USA NMNM 119529	OXY USA WTP LIMITED PARTNERSHIP	1/22/2008	EDDY	NM
BURTON FLATS	16904400	ROW, Easement and Facility	RW-30859	OXY USA WTP LP	1/23/2008	EDDY	NM
BURTON FLATS	17409400	*ROW, Easement and Facility	NM 65828 OG - WILLIAMSON FEDERAL #4 & #5	TXO PRODUCTION CORPORATION	7/11/1986	EDDY	NM
BURTON FLATS	18080200	ROW, Easement and Facility	NMNM 39984	OXY USA WTP LP	6/1/2010	EDDY	NM
BURTON FLATS	20540800	*ROW, Easement and Facility	BLM ROW NM 125441	OXY USA INC	12/1/2010	EDDY	NM
LUSK	21078000	ROW, Easement and Facility	NM-127431 FECTA 33 FED COM NO 1	OXY USA INC	11/15/2011	LEA	NM
HACKBERRY	21078300	ROW, Easement and Facility	NM-126921 SMOKEY BITS STATE COM NO 3H	OXY USA INC	10/18/2011	EDDY	NM
LUSK	21600600	ROW, Easement and Facility	NM 127760 FECTA 33 FED COM	OXY USA INC	4/20/2012	LEA	NM

LEA COUNTY, NM  
 KEITH MANES, COUNTY CLERK  
 17289  
 Book 2191 Page 769  
 19 of 23  
 02/04/2022 09:06 AM  
 BY ANGIE BEAUCHAMP

## EXHIBIT A, PART 3: SURFACE INTERESTS

Attached to and made a part of that certain Conveyance, Assignment and Bill of Sale effective September 1, 2021, by and among OXY USA Inc., OXY USA WTP LP, Occidental Permian Ltd., and OXY Y-1 Company (collectively, "Seller"), and Colgate Production, LLC ("Buyer")

AREA	OXY AGREEMENT NUMBER	AGREEMENT TYPE	GRANTOR	GRANTEE	EFFECTIVE DATE	COUNTY	STATE
HACKBERRY	21634500	ROW, Easement and Facility	NM 127937 SMOKEY BITS STATE COM #2H	OXY USA INC	5/18/2012	EDDY	NM
LUSK	21718300	*ROW, Easement and Facility	NM 127692 SOUTH LUSK 28 & AMOCO 21	OXY USA INC	5/21/2012	LEA	NM
HACKBERRY	22265700	ROW, Easement and Facility	RW-32981 SMOKEY BITS #6H	OXY USA INC	9/11/2012	EDDY	NM
LUSK	22360300	ROW, Easement and Facility	NM 129405 FECTA 33 FC NO2 ROW	OXY USA INC	12/14/2012	LEA	NM
LUSK	22863200	ROW, Easement and Facility	NM 129318 SOUTH LUSK 28 FED 1H	OXY USA INC	2/20/2013	LEA	NM
LUSK	23129100	ROW, Easement and Facility	NM-129945	OXY USA INC	4/4/2013	LEA	NM
HACKBERRY	23132800	ROW, Easement and Facility	RW-33426	OXY USA INC	7/10/2013	EDDY	NM
HACKBERRY	23576800	ROW, Easement and Facility	R-33786 MISTY 35 FEDERAL #3H ELECTRIC LINE	OXY USA INC	11/12/2013	EDDY	NM
HACKBERRY	23578400	ROW, Easement and Facility	RW-33631 IVORE 35 FEDERAL #3H ELECTRIC LINE	OXY USA INC	11/12/2013	EDDY	NM
HACKBERRY	23583600	ROW, Easement and Facility	RW-33632 IVORE 35 FED #2H ELECTRIC LINE EASEMENT	OXY USA INC	11/12/2013	EDDY	NM
HACKBERRY	23714700	ROW, Easement and Facility	STATE OF NEW MEXICO BL-2046 (SMOKEY BITS CTB)	OXY USA INC	1/9/2014	EDDY	NM
BURTON FLATS	24104700	ROW, Easement and Facility	BLM ROW NM 6856	OXY USA INC	6/16/2014	EDDY	NM
BURTON FLATS	24105300	ROW, Easement and Facility	BLM ROW NM 0473362	OXY USA INC	3/6/2014	EDDY	NM
BURTON FLATS	24106500	ROW, Easement and Facility	ROW R-34176	OXY USA INC	8/7/2014	EDDY	NM
BURTON FLATS	24248000	ROW, Easement and Facility	NM 132897 ROW	OXY USA INC	10/20/2014	EDDY	NM
BURTON FLATS	24286700	ROW, Easement and Facility	GOVERNMENT AC 13 FED 5H/NM-132903	OXY USA INC	6/26/2014	EDDY	NM
LUSK	24339900	ROW, Easement and Facility	NM 132898 ROW- LUSK WEST 28 FED CTB	OXY USA INC	3/25/2015	LEA	NM
HACKBERRY	24376500	ROW, Easement and Facility	NM 133004 SMOKEY BITS TO MISTY 35 FED 4H	OXY USA INC	6/9/2015	EDDY	NM
HACKBERRY	24408000	ROW, Easement and Facility	STATE OF NEW MEXICO R-34818	OXY USA INC	8/3/2015	EDDY	NM
BURTON FLATS	24435600	ROW, Easement and Facility	USA BLM NM 131979	OXY USA INC	8/13/2015	EDDY	NM
BURTON FLATS	24436000	ROW, Easement and Facility	USA BLM NM 133137	OXY USA INC	7/30/2015	EDDY	NM
HACKBERRY	24494800	ROW, Easement and Facility	STATE OF NEW MEXICO ROW NO. R-34974	OXY USA, INC	11/18/2015	EDDY	NM
HACKBERRY	24709600	ROW, Easement and Facility	USA NM-135230 - PIPELINE ROW	OXY USA INC	10/4/2016	EDDY	NM
BURTON FLATS	24785200	ROW, Easement and Facility	PIPELINE ROW R 35036	OXY USA INC	3/4/2016	EDDY	NM
BURTON FLATS	25190200	ROW, Easement and Facility	STATE OF NEW MEXICO EASEMENT NO R 36461	OXY USA INC	3/20/2018	EDDY	NM
HACKBERRY	25536900	ROW, Easement and Facility	STATE OF NEW MEXICO BL 2046	OXY USA INC	1/9/2019	EDDY	NM
HACKBERRY	25609800	ROW, Easement and Facility	STATE OF NEW MEXICO BL 2601 0000	OXY USA INC	8/5/2019	EDDY	NM
BURTON FLATS	25613000	ROW, Easement and Facility	USA NMNM 140228 - POWERLINE TO BURTON FLAT AREA	OXY USA INC	9/20/2019	EDDY	NM
BURTON FLATS	25675300	ROW, Easement and Facility	USA BLM NM 140439	OXY USA INC	11/1/2019	EDDY	NM

\*SAVE AND EXCEPT those portions of the surface agreements as described on Exhibit B attached hereto, which are retained by Seller as an Excluded Asset.

LEA COUNTY, NM  
 KEITH MANES, COUNTY CLERK  
 17289  
 Book 2191 Page 769  
 20 of 23  
 02/04/2022 09:06 AM  
 BY ANGIE BEAUCHAMP

**EXHIBIT A, PART 4: OVERRIDING ROYALTY INTERESTS**

Attached to and made a part of that certain Conveyance, Assignment and Bill of Sale effective September 1, 2021, by and among OXY USA Inc., OXY USA WTP LP, Occidental Permian Ltd., and OXY Y-1 Company (collectively, "Seller"), and Colgate Production, LLC ("Buyer")

Area	Agreement Number	Agreement Type	Grantor	Grantee	Agreement Date	State	County	Instrument #	Book	Page
SOUTH HACKBERRY	13044200	Trust Agreement/Letter Agreement/Assignment	Neil H. Wills	Stanolind Oil and Gas Company	6/1/1937	NM	EDDY	N/A	10	232
SOUTH HACKBERRY	13044200	Trust Agreement/Letter Agreement/Assignment	Neil H. Wills	Stanolind Oil and Gas Company	6/9/1938	NM	EDDY	N/A	11	117
SOUTH HACKBERRY	13044200	Assignment	Occidental Permian Limited Partnership	Edge Petroleum Corporation	8/1/2005	NM	EDDY	812331	758	222
JEWETT	N/A	Assignment	OXY USA, Inc.	Santa Fe Energy Resources, LLC	7/7/1995	NM	LEA	79357	608	528
JEWETT	N/A	Assignment	Merrill Lynch Energy Operating Partnership II	OXY USA, Inc., successor to Cities Service Oil and Gas Corporation	6/14/1990	NM	LEA	30576	481	669
JEWETT	N/A	Assignment	OXY USA, Inc.	Santa Fe Energy Operating Partners, L.P.	4/18/1994	NM	LEA	N/A	596	146
JEWETT	N/A	Assignment	OXY USA, Inc., a Delaware corporation	Santa Fe Energy Resources, Inc., successor in interest to Santa Fe Energy Operating Partners, LP, a limited partnership	9/8/1995	NM	LEA	79357	608	528
JEWETT	N/A	Assignment	OXY USA, Inc.	Santa Fe Energy Resources, Inc.	10/1/1995	NM	LEA	BLM-076	N/A	N/A
JEWETT	N/A	Assignment	OXY USA, Inc., a Delaware corporation	Santa Fe Energy Resources, Inc., successor in interest to Santa Fe Energy Operating Partners, LP, a limited partnership	6/1/1995	NM	LEA	BLM-83	N/A	N/A
JEWETT	N/A	Assignment	Cities Services Company	Harvey E. Yates Company	8/4/1980	NM	LEA	31375	379	530

LEA COUNTY, NM  
 KEITH MANES, COUNTY CLERK  
 17289  
 Book 2191 Page 769  
 21 of 23  
 02/04/2022 09:06 AM  
 BY ANGIE BEAUCHAMP

**EXHIBIT B**

**Excluded Assets**

1. Seller’s or its Affiliates’ right, title or interest in and to all fee interests to the surface and fee interests in Hydrocarbons, including rights under grant deeds, mineral deeds, joint operating agreements, conveyances or assignments, and all royalties, overriding royalties, sliding scale royalties, shut-in royalties and rights to royalties in kind (other than the Overriding Royalty Interests).
2. Seller’s or its Affiliates’ right, title or interest in and to the Hydrocarbon leases, and the surface and subsurface leasehold estates created thereby and subleases, to the extent located outside of the Target Area and the lands covered by such leases, in each case, only to the extent attributable to lands, tracts or other interests located outside of the Target Area (the **“Excluded Lease Rights”**), including all rights in any pooled or unitized or communitized acreage to the extent attributable to the Excluded Lease Rights being a part thereof (the **“Excluded Units”**), and the operating agreements to the extent attributable thereto and any overriding royalty interests to the extent attributable to the Excluded Lease Rights.
3. Seller’s or its Affiliates’ right, title and interest in and to all wells attributable to the Excluded Lease Rights or the Excluded Units, and all Hydrocarbons produced or extracted from or allocated or attributable to such Excluded Lease Rights.
4. Seller’s or its Affiliates’ right, title or interest in and to the following:
  - a. The following communications towers and the personal property, equipment, improvements, and appurtenances attached thereto or located thereon, and associated access rights:
    - i. Government AA Tower (Lat: 32.567970/Long: -104.159184) located in Section 15, Township 20 South, Range 28 East, Eddy County, New Mexico.
  - b. The following surface interests:

Agreement Number	Agreement Type	Lessor	Lessee	Agreement Date	State	County	Legal Description
11631100	ROW, Easement	BUREAU OF LAND MANAGEMENT NM-89722	AMOCO PRODUCTION CO	1/29/1992	NM	EDDY	Sections 7 & 17, T22S-R26E Sections 1, 12, 23, 25, 26, 27, 33, and 34, T17S-R27E Section 3, T18S-R27E Section 34, T22S-R28E Sections 22, 23, 26, and 35, T25S-R30E Sections 27, 27, 34, and 35, T18S-R31E Section 33, T18S-R33E Sections 4, 5, 8, and 9, T19S-R33E Section 21, T24S-R37E

Exhibit B

LEA COUNTY, NM  
 KEITH MANES, COUNTY CLERK  
 17289  
 Book 2191 Page 769  
 22 of 23  
 02/04/2022 09:06 AM  
 BY ANGIE BEAUCHAMP

Agreement Number	Agreement Type	Lessor	Lessee	Agreement Date	State	County	Legal Description
12188500	ROW, Easement	USA NMNM 090166 USA NMNM	OXY USA INC.	1/11/1993	NM	EDDY	Sections 13 & 24, T21S-R21E Sections 7 & 18, T21S-R22E Sections 21 & 27, T21S-R27E Section 33, T18S-R29E Section 3, T19S-R31E Sections 3, 5, and 9, T18S-R33E
13224200	ROW, Easement	107198 (HOPSING FED #2)	OXY USA WTP LTD PARTNERSHIP	12/4/2001	NM	EDDY	Sections 12, 13, and 14, T20S-R27E
13336700	ROW, Easement	BLM NM-107962	OXY USA WTP LP	4/24/2002	NM	EDDY	Sections 1,12, T19S-R30E Sections 4, 5, 6, 7, T19S-R31E
17409400	ROW, Easement	NM 65828 OG - WILLIAMSON FEDERAL #4 & #5	TXO PRODUCTION CORPORATION	7/11/1986	NM	EDDY	Sections 15, 16, 19, 20, 21, and 30, T20S-R29E
20540800	ROW, Easement	BLM ROW NM 125441 NM 127692	OXY USA INC	12/1/2010	NM	EDDY	Sections 33 & 34, T18S-R27E, and Sections 3 & 10, T19S-R27E
21718300	ROW, Easement	SOUTH LUSK 28 & AMOCO 21	OXY USA INC	5/21/2012	NM	LEA	Sections 15, 17, 21, 22, 27, 28, T19S-R32E
24221600	Surface Use Agreement	KENNETH SMITH INC RICHARDSON	OXY USA INC	11/06/2014	NM	EDDY LEA	ALL
24389000	Surface Use Agreement	CATTLE COMPANY	OXY USA INC POGO	07/15/2015	NM	EDDY	ALL
16527200	Easement and Facility	ROW 26856 STATE OF NEW	PRODUCING COMPANY	02/23/1999	NM	EDDY	ALL
16701000	Surface Use Agreement	MEXICO NO RW-30175	BOLD ENERGY, LP	11/13/2007	NM	EDDY	ALL
16701100	Surface Use Agreement	STATE OF NEW MEXICO	BOLD ENERGY, LP	11/13/2007	NM	EDDY	ALL
16701200	Surface Use Agreement	STATE OF NEW MEXICO	BOLD ENERGY, LP	11/13/2007	NM	EDDY	ALL
16701300	Surface Use Agreement	STATE OF NEW MEXICO	BOLD ENERGY, LP	11/13/2007	NM	EDDY	ALL
16705500	Easement and Facility	STATE OF NEW MEXICO	BOLD ENERGY, LP	10/02/2006	NM	EDDY	ALL

c. For the avoidance of doubt, the following Excluded Lease Rights:

Agreement Number	Lessor	Lessee	Agreement Date	State	County	Township	Range	Section	Legal Description	Book	Page
105401	SAMUEL TRACY	CITIES SERVICE OIL COMPANY	11/1/1972	NM	EDDY	020S	027E	029	SW/4NE/4, W/2SE/4	92	203
105402	MARIAN TRACY LELEVIER	CITIES SERVICE OIL COMPANY	11/1/1972	NM	EDDY	020S	027E	029	SW/4NE/4, W/2SE/4	92	205
882400	STATE OF NEW MEXICO B0 1482 011	EMPIRE GAS AND FUEL COMPANY	11/26/1932	NM	LEA	019S	032E	036	SW/4NE/4 AND Lot 3, 4	NA	NA

Exhibit B

LEA COUNTY, NM  
 KEITH MANES, COUNTY CLERK  
 17289  
 Book 2191 Page 769  
 23 of 23  
 02/04/2022 09:06 AM  
 BY ANGIE BEAUCHAMP

Agreement Number	Lessor	Lessee	Agreement Date	State	County	Township	Range	Section	Legal Description	Book	Page
882400	STATE OF NEW MEXICO BO 1482 011	EMPIRE GAS AND FUEL COMPANY	11/26/1932	NM	LEA	017S	035E	008	W/2NE/4	NA	NA
882400	STATE OF NEW MEXICO BO 1482 011	EMPIRE GAS AND FUEL COMPANY	11/26/1932	NM	LEA	020S	033E	016	S/2SW/4	NA	NA
882400	STATE OF NEW MEXICO BO 1482 011	EMPIRE GAS AND FUEL COMPANY	11/26/1932	NM	LEA	020S	033E	017	S/2SE/4	NA	NA
882400	STATE OF NEW MEXICO BO 1482 011	EMPIRE GAS AND FUEL COMPANY	11/26/1932	NM	LEA	020S	032E	002	SE/4NW/4	NA	NA
882400	STATE OF NEW MEXICO BO 1482 011	EMPIRE GAS AND FUEL COMPANY	11/26/1932	NM	LEA	018S	035E	025	SE/4	NA	NA
882400	STATE OF NEW MEXICO BO 1482 011	EMPIRE GAS AND FUEL COMPANY	11/26/1932	NM	LEA	017S	035E	035	SW/4SW/4	NA	NA
917900	USA NMLC 050797	NEIL H. WILLS	1/1/1940	NM	EDDY	020S	028E	012	S/2SE/4	NA	NA
925901	USA NMNM 473364	GEO A LAUCK	1/3/1964	NM	EDDY	019S	028E	034	NW/4SE/4	NA	NA
925901	USA NMNM 473363 STATE OF NEW MEXICO E0 5073 0005	GEO A LAUCK	1/2/1964	NM	EDDY	019S	028E	034	E/2SE/4, NE/4, SW/4SE/4	NA	NA
974900	USA NMNM 06299	GULF OIL CORPORATION SUNBLURST	3/10/1951	NM	EDDY	019S	028E	024	N/2	NA	NA
12992600	USA NM-66437	EXPLORATION, INC.	8/1/1986	NM	EDDY	019S	031E	006	NW/4SE/4	25	2
12993000	USA NMNM 0560355	JOHN N. EDDY	7/1/1951	NM	EDDY	019S	031E	007	SE/4NE/4	NA	NA
13056600	USA NMNM 0 313550	LEE A ADAMS	10/1/1962	NM	EDDY	020S	029E	012	SE/4SE/4	68	1060
13058100	USA NMNM 06299 STATE OF NEW MEXICO BO 2023 0018	MURRELL VAN HOOK	5/1/1952	NM	EDDY	020S	030E	033	N/2NE/4, S/2SE/4, N/2SE/4	75	267
13058900	STATE OF NEW MEXICO BO 2023 0018	SNOWDEN & MCSWEENEY CO	7/10/1933	NM	EDDY	017S	029E	036	S/2NE/4, SW/4SW/4	343	810
13058900	STATE OF NEW MEXICO BO 2023 0018	SNOWDEN & MCSWEENEY CO	7/10/1933	NM	EDDY	018S	031E	032	NW/4NE/4	343	810
13058900	STATE OF NEW MEXICO BO 2023 0018	SNOWDEN & MCSWEENEY CO	7/10/1933	NM	EDDY	018S	031E	016	NE/4SE/4, NW/4NE/4	343	810
13058900	MEXICO BO 2023 0018	SNOWDEN & MCSWEENEY CO	7/10/1933	NM	EDDY	017S	029E	032	SW/4NE/4	343	810
17240700	USA NMNM 017221	W. J. LANGLEY EDWARD R HUDSON	1/1/1973	NM	EDDY	020S	029E	008	SE/4SE/4	NA	NA
25620000	USA NMNM 17098	JR	7/1/1963	NM	EDDY	020S	028E	001	S2NW, SW Lot: 3, 4	NA	NA

5. Seller's or its Affiliates' right, title and interest in and to the other assets listed on Exhibit C to the Agreement.

Exhibit B