

Revised March 23, 2017

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

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



**ADMINISTRATIVE APPLICATION CHECKLIST**

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

<b>Applicant:</b> <u>OXY USA INC.</u>	<b>OGRID Number:</b> <u>16696</u>
<b>Well Name:</b> <u>WIDTH CC 6 7 FEDERAL COM 17H &amp; MULTIPLE</u>	<b>API:</b> <u>30-015-45629 &amp; MULTIPLE</u>
<b>Pool:</b> <u>PIERCE CROSSING; BONE SPRING &amp; OTHERS</u>	<b>Pool Code:</b> <u>50371 &amp; OTHERS</u>

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

**1) TYPE OF APPLICATION:** Check those which apply for [A]

A. Location – Spacing Unit – Simultaneous Dedication

☐ NSL      ☐ NSP (PROJECT AREA)      ☐ NSP (PRORATION UNIT)      ☐ SD

B. Check one only for [ I ] or [ II ]

[ I ] Commingling – Storage – Measurement

☐ DHC    ☐ CTB    ☒ PLC    ☐ PC    ☐ OLS    ☐ OLM

[ II ] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery

☐ WFX    ☐ PMX    ☐ SWD    ☐ IPI    ☐ EOR    ☐ PPR

**2) NOTIFICATION REQUIRED TO:** Check those which apply.

- A. ☐ Offset operators or lease holders  
 B. ☒ Royalty, overriding royalty owners, revenue owners  
 C. ☐ Application requires published notice  
 D. ☒ Notification and/or concurrent approval by SLO  
 E. ☒ Notification and/or concurrent approval by BLM  
 F. ☐ Surface owner  
 G. ☒ For all of the above, proof of notification or publication is attached, and/or,  
 H. ☐ No notice required

**FOR OCD ONLY**

- ☐ Notice Complete  
☐ Application  
 Content  
 Complete

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

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

KATHLEEN MOWERY

Print or Type Name

Kathleen Mowery  
 Signature

3/12/2021

Date

713-366-5109

Phone Number

KATHLEEN\_MOWERY@OXY.COM

e-mail Address

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

State of New Mexico  
Energy, Minerals and Natural Resources Department

Form C-107-B  
Revised August 1, 2011

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

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

**APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)**

OPERATOR NAME: OXY USA INC.

OPERATOR ADDRESS: PO BOX 4294, HOUSTON, TX, 77210

APPLICATION TYPE:

☐ Pool Commingling ☐ Lease Commingling ☒ Pool and Lease Commingling ☐ Off-Lease Storage and Measurement (Only if not Surface Commingled)

LEASE TYPE: ☐ Fee ☒ State ☒ Federal

Is this an Amendment to existing Order? ☐ Yes ☒ No If "Yes", please include the appropriate Order No. \_\_\_\_\_

Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling  
☒ Yes ☐ No

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

(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes
SEE ATTACHED					

(2) Are any wells producing at top allowables? ☐ Yes ☒ No

(3) Has all interest owners been notified by certified mail of the proposed commingling? ☒ Yes ☐ No.

(4) Measurement type: ☒ Metering ☒ Other (Specify) WELL TESTS PER APPROVED COMMINGLE ORDERS

(5) Will commingling decrease the value of production? ☐ Yes ☒ No If "yes", describe why commingling should be approved

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

(1) Pool Name and Code.

(2) Is all production from same source of supply? ☐ Yes ☐ No

(3) Has all interest owners been notified by certified mail of the proposed commingling? ☐ Yes ☐ No

(4) Measurement type: ☐ Metering ☐ Other (Specify)

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

(1) Complete Sections A and E.

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

(1) Is all production from same source of supply? ☐ Yes ☐ No

(2) Include proof of notice to all interest owners.

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

(1) A schematic diagram of facility, including legal location.

(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.

(3) Lease Names, Lease and Well Numbers, and API Numbers.

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

SIGNATURE: Kathleen Mowery TITLE: REGULATORY ENGINEER DATE: 3/12/2021

TYPE OR PRINT NAME KATHLEEN MOWERY TELEPHONE NO.: 713-366-5109

E-MAIL ADDRESS: KATHLEEN\_MOWERY@OXY.COM

## APPLICATION FOR POOL LEASE COMMINGLE & OFF-LEASE MEASUREMENT AND SALES Gas Production at Various Facilities in Cedar Canyon

OXY USA INC requests approval for a pool lease commingle and off-lease measurement and sales for gas production for the facilities listed below. The gas sales meter is located at A-17-24S-29E.

Each facility has a sales-quality orifice meter (BLM gas FMP or equivalent meter) that continuously measures gas volume before it leaves the facility. Any commingling of wells upstream of these meters has been approved according to the Commingle Orders for each individual facility (listed below).

### Dimensions 6 Battery Train 2 (C 6 T24S R29E)

Allocation by well test is approved per train per Order PC 1359

DIMENSIONS 6 CTB TRAIN 001	PC 1359
WIDTH CC 6 7 FEDERAL COM 17H	30-015-45629
WIDTH CC 6 7 FEDERAL COM 16H	30-015-45575
HEIGHT CC 6 7 FEDERAL COM 31Y	30-015-45770
HEIGHT CC 6 7 FEDERAL COM 32H	30-015-45554
HEIGHT CC 6 7 FEDERAL COM 33H	30-015-45561
HEIGHT CC 6 7 FEDERAL COM 311H	30-015-45630
LENGTH CC 6 7 FEDERAL COM 21H	30-015-45553
LENGTH CC 6 7 FEDERAL COM 22H	30-015-45565
LENGTH CC 6 7 FEDERAL COM 23H	30-015-45551

### Dimensions 6 Battery Train 1 (C 6 T24S R29E)

Allocation by well test is approved per train per Order PC 1359

DIMENSIONS 6 CTB TRAIN 002	PC 1359
WIDTH CC 6 7 FEDERAL COM 15H	30-015-45576
WIDTH CC 6 7 FEDERAL COM 14H	30-015-45573
HEIGHT CC 6 7 FEDERAL COM 34H	30-015-45562
HEIGHT CC 6 7 FEDERAL COM 35H	30-015-45563
HEIGHT CC 6 7 FEDERAL COM 36H	30-015-45564
HEIGHT CC 6 7 FEDERAL COM 312H	30-015-45572
LENGTH CC 6 7 FEDERAL COM 24H	30-015-45552
LENGTH CC 6 7 FEDERAL COM 25H	30-015-45566
LENGTH CC 6 7 FEDERAL COM 26H	30-015-45567

### Riverbend 10 Battery (F 10 T24S R29E)

Allocation by well test is approved per Order PC 1299

RIVERBEND 10 CTB	PC 1299
RIVERBEND 10 #001	30-015-33208
RIVERBEND 10 #002	30-015-20756

**Salt Ridge 20 Battery (D 17 T24S R29E)**  
**Allocation by well test is approved per Order PLC 716**

<b>SALT RIDGE 20 CTB</b>	<b>PLC 716</b>
SALT RIDGE CC 20 17 FEDERAL COM 21H	30-015-44945
SALT RIDGE CC 20 17 FEDERAL COM 23H	30-015-44947
MORNING FEDERAL COM 1H	30-015-37644

**Whomping Willow Battery Train 1 (F 15 T24S R29E)**  
**Allocation by well test is approved per Train per Order PLC 580B**

<b>WHOMPING WILLOW CTB</b>	<b>PLC 580B</b>
H BUCK STATE 005	30-015-35042
H BUCK STATE 010	30-015-34695
HARROUN 15 002	30-015-29763
CEDAR CANYON 15 001H	30-015-39857
HARROUN 15 008	30-015-30253
HARROUN 22 001	30-015-28639
HARROUN 10 001	30-015-30375
HARROUN 10 002	30-015-31709
HARROUN 10 003	30-015-32617
HARROUN 10 004	30-015-32618
HARROUN 15 007	30-015-29987
HARROUN 15 008	30-015-30253
HARROUN 15 014	30-015-32620
HARROUN 15 005	30-015-29310
HARROUN 15 015	30-015-33317
HARROUN 15 016A	30-015-33823
HARROUN 15 017	30-015-33822
HARROUN 22 003	30-015-33821
HARROUN 9 001	30-015-34997
HARROUN 9 003H	30-015-41488
CEDAR CANYON 15 2H	30-015-41032
CEDAR CANYON 15 3H	30-015-41594
CEDAR CANYON 15 4H	30-015-41291
CEDAR CANYON 22 2H	30-015-41327
REFRIED BEANS CC 15 16 STATE COM 12H	30-015-45215
REFRIED BEANS CC 15 16 STATE COM 13H	30-015-45216
REFRIED BEANS CC 15 16 STATE COM 14H	30-015-45217
WHOMPING WILLOW CC 15 16 STATE COM 44H	30-015-45218
H BUCK STATE 003	30-015-33820
H BUCK STATE 004	30-015-34444
CEDAR CANYON 16 STATE 2H	30-015-41024
CEDAR CANYON 16 STATE 6H	30-015-41595
CEDAR CANYON 16 STATE 12H	30-015-42683
CEDAR CANYON 17 FEE 1H	30-015-42058
Cedar Canyon 16 State #11H	30-015-42062
Cedar Canyon 16 State #1H	30-015-39856
Cedar Canyon 16 State #7H	30-015-41251
Cedar Canyon 16 State #8H	30-015-41596
Cedar Canyon 16 State #9H	30-015-42061
Cedar Canyon 16 State #10H	30-015-42055
Cedar Canyon 16 State #33H	30-015-43844
Cedar Canyon 16 State #34H	30-015-43843



**Whomping Willow Battery Train #2 (F 15 T24S R29E)**  
Allocation by well test is pending

<b>WHOMPING WILLOW CTB</b>	<b>PLC PENDING</b>
TAILS CC 10 3 FEDERAL COM #022H	30-015-47957
TAILS CC 10 3 FEDERAL COM #026H	30-015-47959
TAILS CC 10 3 FEDERAL COM #025H	30-015-47960
TAILS CC 10 3 FEDERAL COM #021H	30-015-47958
TAILS CC 10 3 FEDERAL COM #024H	30-015-47961

**Salt Flat Battery Train #1 (C 20 T24S R29E)**  
Allocation by well test is approved per Order PLC 659A

<b>SALT FLAT 20 CTB TRAIN 001</b>	<b>PLC659A</b>
SALT FLAT 20 29 FEDERAL COM 31H	30-015-45080
SALT FLAT 20 29 FEDERAL COM 32H	30-015-45081
SALT FLAT 20 29 FEDERAL COM 33H	30-015-45082
SALT FLAT 20 29 FEDERAL COM 37H	30-015-46369

**Salt Flat Battery Train #2 (C 20 T24S R29E)**  
Allocation by well test is approved per Order PLC 660A

<b>SALT FLAT 20 CTB TRAIN 002</b>	<b>PLC 660A</b>
SALT FLAT 20 29 FEDERAL COM 34H	30-015-45048
SALT FLAT 20 29 FEDERAL COM 35H	30-015-45049
SALT FLAT 20 29 FEDERAL COM 36H	30-015-45050
SALT FLAT 20 29 FEDERAL COM 38H	30-015-46399

**Salt Flat Battery Train #3 (C 20 T24S R29E)**  
Allocation by well test is approved per Order PLC 661A

<b>SALT FLAT 20 CTB TRAIN 003</b>	<b>PLC 661A</b>
OXBOW CC 17 08 FEDERAL COM 31H	30-015-45083
OXBOW CC 17 08 FEDERAL COM 32H	30-015-45084
OXBOW CC 17 08 FEDERAL COM 33H	30-015-45085
OXBOW CC 17 08 FEDERAL COM 37H	30-015-46400

**Salt Flat Battery Train #4 (C 20 T24S R29E)**  
**Allocation by well test is approved per Order PLC 541A**

<b>SALT FLAT 20 CTB TRAIN 004</b>	<b>PLC 541A</b>
OXBOW CC 17 08 FEDERAL COM 34H	30-015-45086
OXBOW CC 17 08 FEDERAL COM 38H	30-015-46401
OXBOW CC 17 08 FEDERAL COM 36H	30-015-45088
OXBOW CC 17 08 FEDERAL COM 35H	30-015-45087

**Cedar Canyon 21 Battery (P 21 T24S R29E)**  
**Allocation by well test is approved per Order PLC 580B**

<b>CEDAR CANYON 21 CTB</b>	<b>PLC 580B</b>
CEDAR CANYON 21 FED COM 22H	30-015-44190
CEDAR CANYON 21 FED COM 23H	30-015-44191
CEDAR CANYON 21 FED COM 21H	30-015-44181
CEDAR CANYON 21 FED COM 31H	30-015-44182
CEDAR CANYON 22 FED COM 5H	30-015-43758
CEDAR CANYON 21 22 FED COM 32H	30-015-44176
YVONNE 21 FEDERAL 001	30-015-28850
RIVERBEND FEDERAL 009	30-015-28861

**Cedar Canyon 22 Battery Train #1 (L 22 T24S R29E)**  
**Allocation by well test is approved per Order PLC 483**

<b>CEDAR CANYON 22 SAT TRAIN 001</b>	<b>PLC 483</b>
CEDAR CANYON 22 1H	30-015-40668

**Cedar Canyon 22 Battery Train #2 (L 22 T24S R29E)**  
**Allocation by well test is approved per Order PLC 489**

<b>CEDAR CANYON 22 SAT TRAIN 002</b>	<b>PLC 489</b>
CEDAR CANYON 21 22 FEDERAL COM 34H	30-015-44134

**Cedar Canyon 22 Battery Train #3 (L 22 T24S R29E)**  
**Allocation by well test is approved per Order PLC 489**

<b>CEDAR CANYON 22 SAT TRAIN 003</b>	<b>PLC 489</b>
CEDAR CANYON 22 15 FEDERAL COM 34H	30-015-44055

**Cedar Canyon 22 Battery Train #4 (L 22 T24S R29E)**  
**Allocation by well test is approved per Order PLC 691**

<b>CEDAR CANYON 22 SAT TRAIN 004</b>	<b>PLC 691</b>
GAINES 22 FEDERAL 001	30-015-35186
CEDAR CANYON 22 FED COM 6Y	30-015-43906

**Cedar Canyon 22 Battery Train #5 (L 22 T24S R29E)****Off-lease measurement, storage and sales is approved per Order OLM 111**

<b>CEDAR CANYON 22 SAT TRAIN 005</b>	<b>OLM 111</b>
CEDAR CANYON 21 FED COM 5H	30-015-43749

**Cedar Canyon 22 Battery Train #6 (L 22 T24S R29E)****Allocation by well test is approved per Order PLC 489**

<b>CEDAR CANYON 22 SAT TRAIN 006</b>	<b>PLC 489</b>
CEDAR CANYON 27 FEDERAL COM 5H	30-015-43775
CEDAR CANYON 21 22 FEDERAL COM 33H	30-015-44133
CEDAR CANYON 23 2H	30-015-41194

**Cedar Canyon 22 Battery Train #7 (L 22 T24S R29E)****Off-lease measurement, storage and sales is approved per Order OLM 206**

<b>CEDAR CANYON 22 SAT TRAIN 007</b>	<b>OLM 206</b>
CEDAR CANYON 23 24 FEDERAL COM 34	30-015-44178

**Cedar Canyon 22 Battery Train #8 (L 22 T24S R29E)****Allocation by well test is approved per Order PLC 685**

<b>CEDAR CANYON 22 SAT TRAIN 008</b>	<b>PLC 685</b>
COYOTE 21 002	30-015-29864
GAINES 21 001	30-015-28638
GAINES 21 004	30-015-28816
CEDAR CANYON 22-15 FEE 31H	30-015-43809
CEDAR CANYON 22-15 FEE 32H	30-015-43808
VORTEC 27 001	30-015-35041
CEDAR CANYON 27 STATE COM 4H	30-015-42063
CEDAR CANYON 22-15 FEE 33H	30-015-43915
CEDAR CANYON 27 STATE COM 10H	30-015-43673
MORGAN FEE COM 1H	30-015-39968

**Cedar Canyon 23 3H Battery (I 22 T24S R29E)****Allocation by well test is approved per Order PLC 685**

<b>CEDAR CANYON 23 3H SATELLITE</b>	<b>PLC 685</b>
Cedar Canyon 22 Fed 21H	30-015-43642
Cedar Canyon 23-24 Fed 31H	30-015-44179
Cedar Canyon 23-24 Fed 32H	30-015-44180
Cedar Canyon 22 Fed Com 4H	30-015-43708
Cedar Canyon 23 Fed 3H	30-015-43290
Cedar Canyon 23 Fed 4H	30-015-43281
Cedar Canyon 23 Fed 5H	30-015-43282
Cedar Canyon 23 Fed Com 6H	30-015-44095
Cedar Canyon 22 Fed Com 5H	30-015-43758
Guacamole CC 24 23 Fed 11H	30-015-45870
Guacamole CC 24 23 Fed 12H	30-015-45871
Cedar Canyon 23 001H	30-015-40667

**Cedar Canyon 28 4 Battery Train #1 (K 22 T24S R29E)**

Off-lease measurement, storage and sales is approved per Order OLM 149

<b>CEDAR CANYON 28 4 TRAIN 001</b>	<b>OLM 149</b>
Cedar Canyon 20 24H	30-015-44545
Cedar Canyon 20 25H	30-015-44519
Cedar Canyon 20 26H	30-015-44520

**Cedar Canyon 28 4 Battery Train #2 (K 22 T24S R29E)**

Off-lease measurement, storage and sales is pending approval

<b>CEDAR CANYON 28 4 TRAIN 002</b>	<b>OLM PENDING APPROVAL</b>
CEDAR CANYON 28 8H	30-015-43819

**Cedar Canyon 28 4 Battery Train #3 (K 22 T24S R29E)**

Single well facility so a Commingle Permit is not required at individual facility

<b>CEDAR CANYON 28 4 TRAIN 003</b>	<b>SINGLE WELL FACILITY</b>	<b>POOL</b>
CEDAR CANYON 28 27 FED COM 5H	30-015-43645	PIERCE CROSSING; BONE SPRING, EAST (96473)

**Cedar Canyon 28 4 Battery Train #4 (K 22 T24S R29E)**

Off-lease measurement, storage and sales is pending approval

<b>CEDAR CANYON 28 4 TRAIN 004</b>	<b>OLM PENDING APPROVAL</b>
CEDAR CANYON 27 28 42H	30-015-44435

**Cedar Canyon 28 4 Battery Train #5 (K 22 T24S R29E)**

Off-lease measurement, storage and sales is pending approval

<b>CEDAR CANYON 28 4 TRAIN 005</b>	<b>OLM PENDING APPROVAL</b>
CEDAR CANYON 28 41H	30-015-44439

**Cedar Canyon 28 4 3/4 Battery (K 22 T24S R29E)**

Allocation by well test is approved per Order PLC 490

<b>CEDAR CANYON 28 4 3/4 CTB</b>	<b>PLC 490</b>
CEDAR CANYON 27 6H	30-015-43232
CEDAR CANYON 27 7H	30-015-43233
CEDAR CANYON 28 6H	30-015-43234
CEDAR CANYON 28 7H	30-015-43238
CEDAR CANYON 28 9H	30-015-44016
CEDAR CANYON 29 21H	30-015-43601
CEDAR CANYON 29 2H	30-015-42992
CEDAR CANYON 29 3H	30-015-42993
CEDAR CANYON 27-28 43H	30-015-44437
CEDAR CANYON 27-28 44H	30-015-44438
CEDAR CANYON 29 24H	30-015-44521
CEDAR CANYON 29 25H	30-015-44522
CEDAR CANYON 29 26H	30-015-44523

**Cedar Canyon 15 5 Battery (D 15 T24S R29E)****Single well facility so a Commingle Permit is not required at individual facility**

<b>CEDAR CANYON 15 5 BATTERY</b>	<b>SINGLE WELL FACILITY</b>	<b>POOL</b>
CEDAR CANYON 15 5	30-015-42421	PIERCE CROSSING; BONE SPRING, EAST (96473)

**Vortec 27-2 Battery (A 27 T24S R29E)****Single well facility so a Commingle Permit is not required at individual facility**

<b>VORTEC 27 2 BATTERY</b>	<b>SINGLE WELL FACILITY</b>	<b>POOL</b>
VORTEC 27 2	30-015-35492	PIERCE CROSSING; BONE SPRING, EAST (96473)

**Additional Application Components:**

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

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

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

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

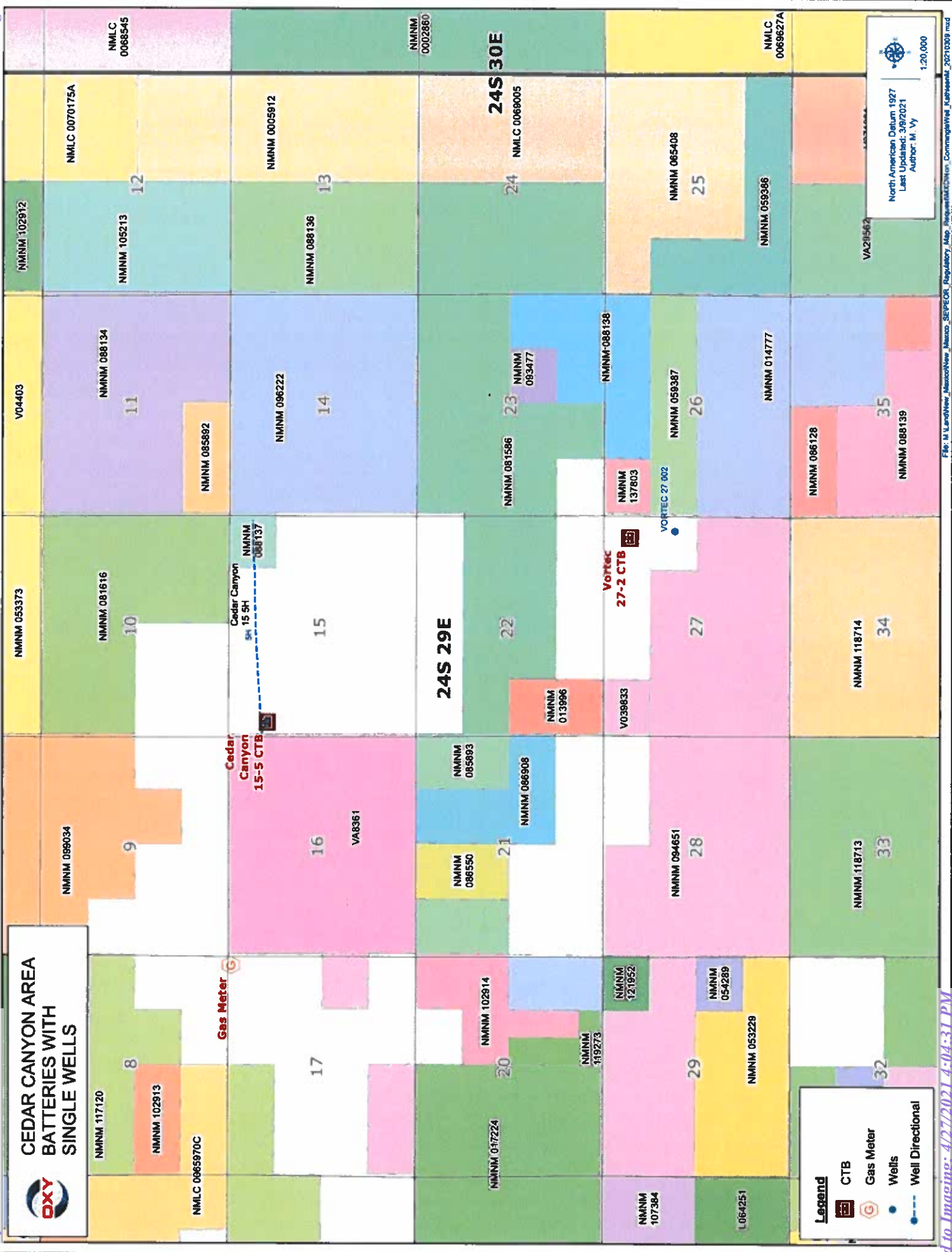
The surface commingle application will be submitted separately for approval per NMOCD, SLO and BLM regulations.

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

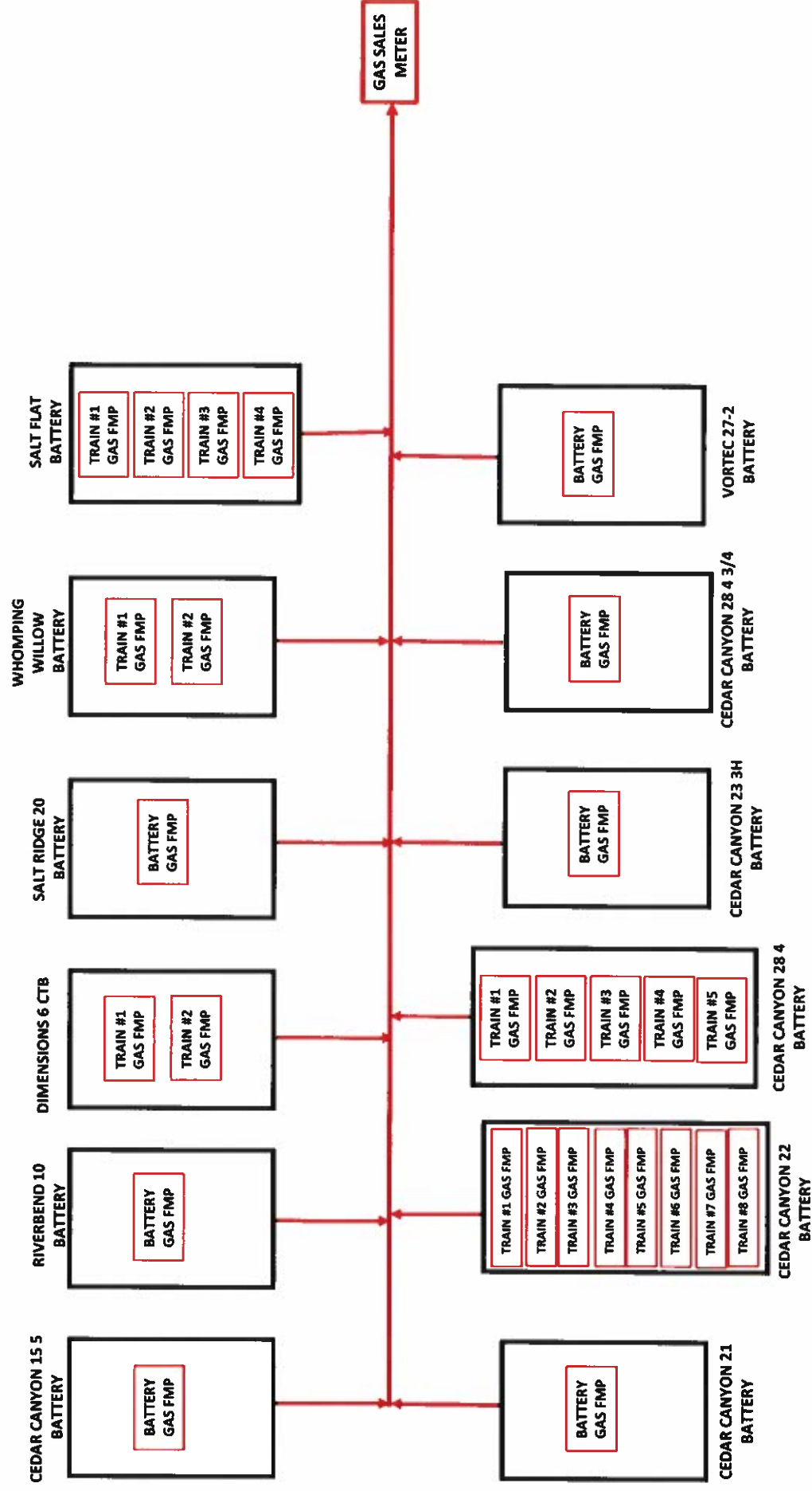




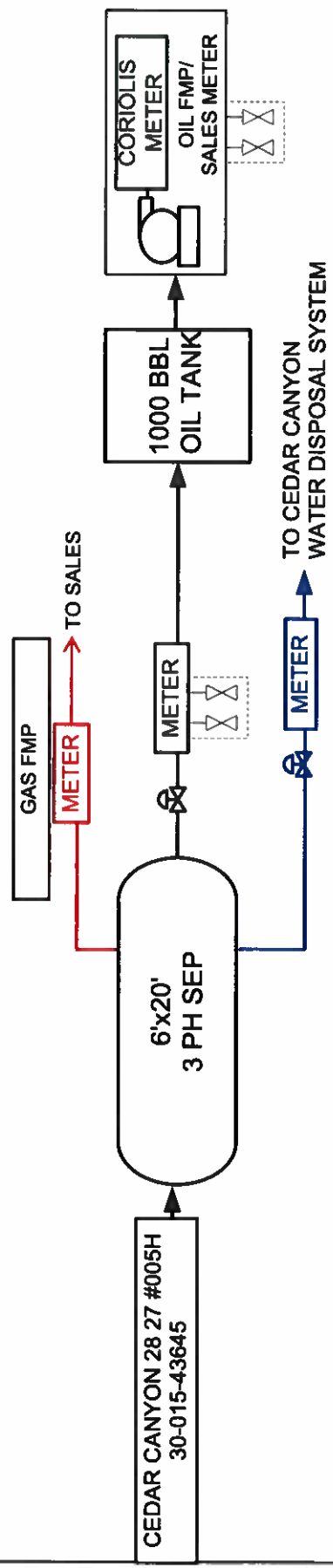




# GAS COMMINGLE FOR CEDAR CANYON AREA FACILITY DIAGRAM



CEDAR CANYON 28-4 PHASE 1 CTB  
TRAIN 3  
K 28 T24S R29E




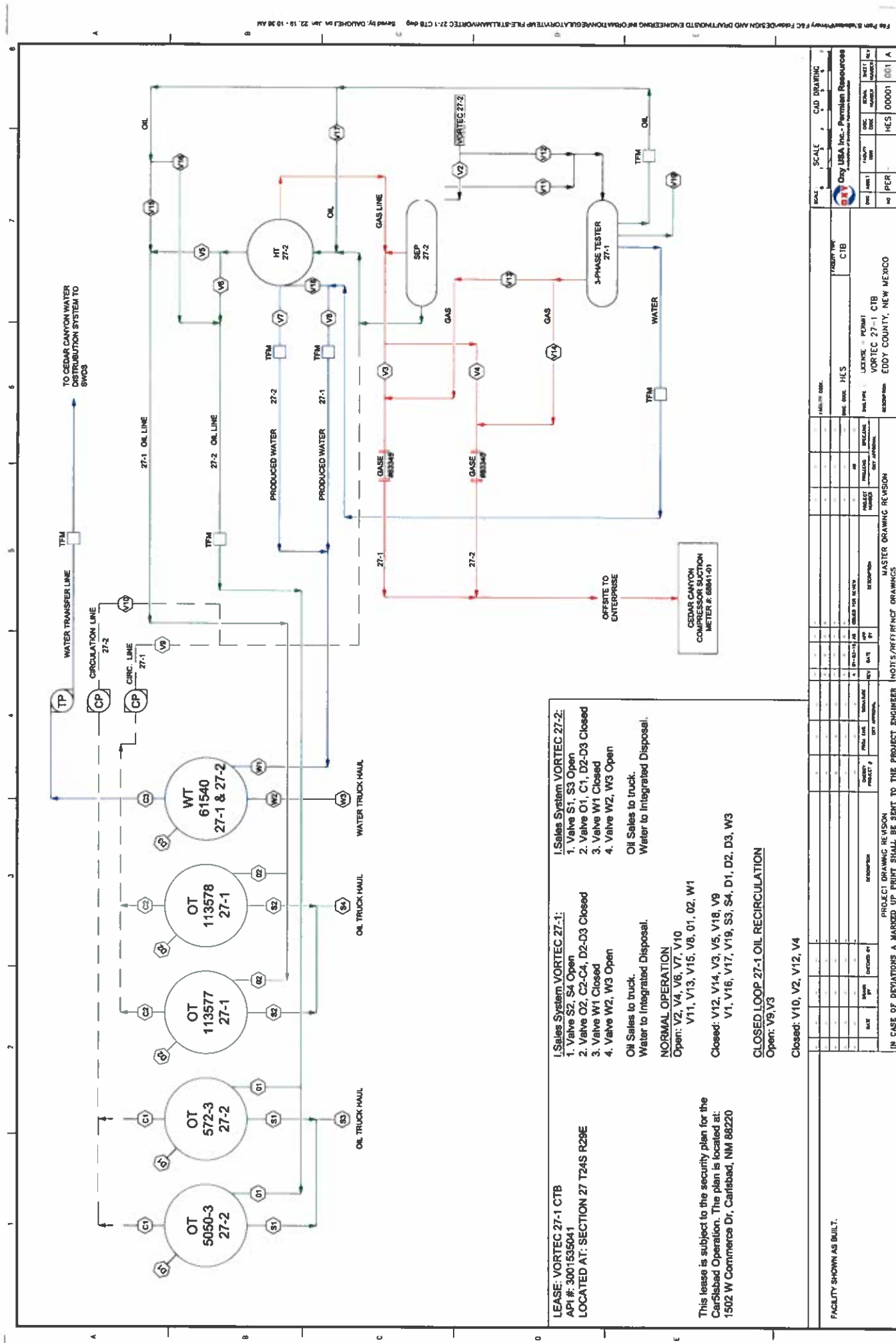
REVISION BLOCK			
NO.	DATE	DESCRIPTION	BY
0		PRELIMINARY DRAFT	KAO
1		REVISION	JC
2		OFF LEASE MEASUREMENT APPLICATION	TS

PRODUCTION MIX	
OIL	
GAS	
WATER	
EQUIPMENT	

	
<b>PROCESS FLOW DIAGRAM</b> CEDAR CANYON 28 27 #005H	

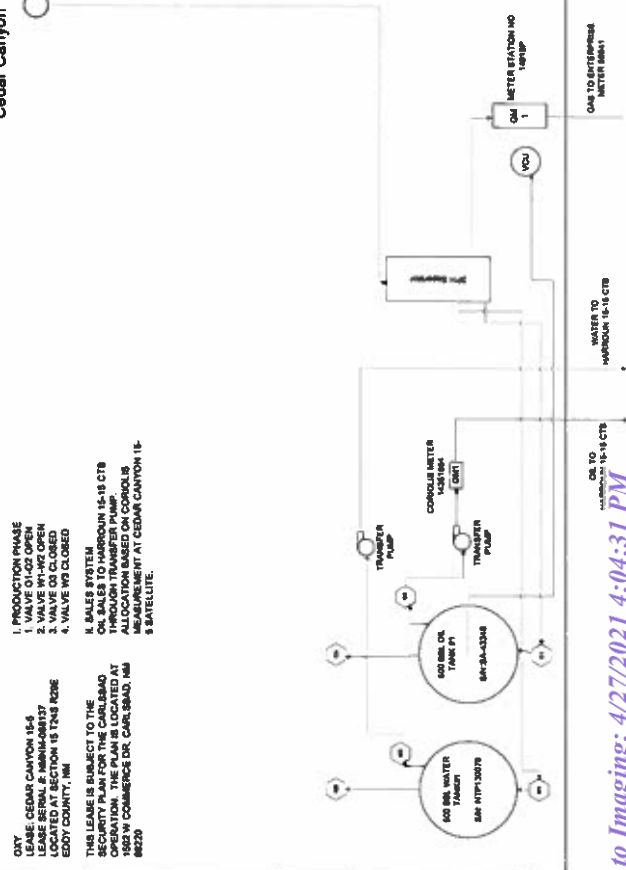




## Cedar Canyon 15-5 Satellite Facility

## Reclaimed Area

Cedar Canyon 15-5 Well





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

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

**DISTRICT III**  
1000 Rio Brillantes Road, Aztec, NM 87410  
Phone: (505) 334-6176 Fax: (505) 334-6170

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

State of New Mexico  
Energy, Minerals & Natural Resources Department  
**OIL CONSERVATION DIVISION**  
1220 South St. Francis Dr. JAN 26 2015  
Santa Fe, New Mexico 87505

Form C-102  
Revised August 4, 2011  
Submit one copy to appropriate District Office

AMENDED REPORT  
(As Drilled)

RECEIVED  
WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-015-42421	Pool Code 96473	Pool Name Pierce Crossing Bone Spring East
Property Code 313340	Property Name CEDAR CANYON 15 FEDERAL COM	Well Number 5H
GRID No 16696	Operator Name OXY U.S.A. INC.	Elevation 2927'

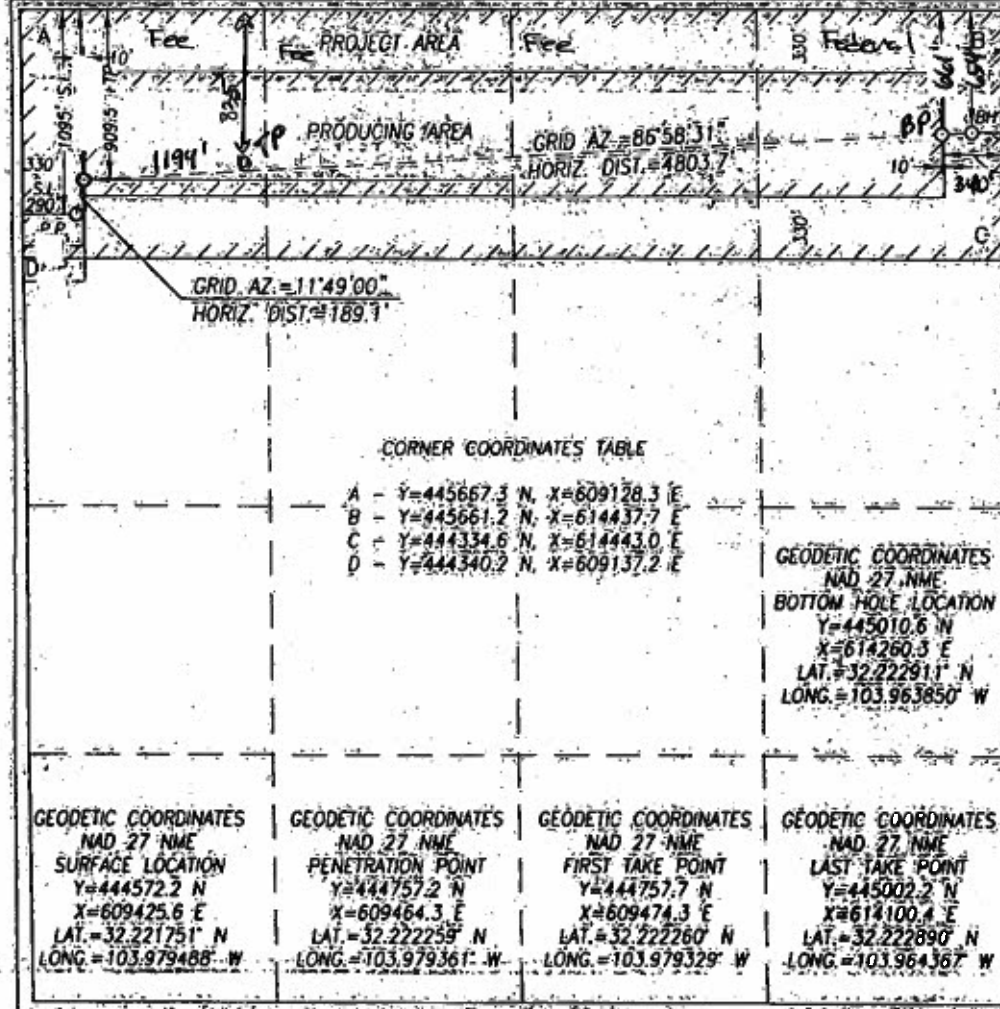
UL or lot No	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	15	24-S	29-E		1095	NORTH	290	WEST	EDDY

UL or lot No	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	15	24-S	29-E		657 694	NORTH	180 153	EAST	EDDY

UL or lot No	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	15	24-S	29-E		910 835	NORTH	230 194	WEST	EDDY

Dedicated Acres 16.5	Joint or Infill N	Consolidation Code	Order No. TP = 835' FNL 1194' FNL BP = 661' FNL 340' FNL
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NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION



**OPERATOR CERTIFICATION**

I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this representation either owns a working interest or undivided mineral interest in the land located at the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or as a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

Signature: *[Signature]* Date: 01/25/14  
Printed Name: David Stewart, Sr. P.E.  
E-mail Address: david.stewart@oxy.com

**SURVEYOR CERTIFICATION**

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

MARCH 29, 2013

Date of Survey  
Signature & Seal of Professional Surveyor:  
*[Signature]*

**GARY G. EIDSON**  
NEW MEXICO  
12641  
Certificate Number: Gary G. Eidson 12641  
Gary G. Eidson 3239  
ACK. RECD. OFF. OF NATURAL RESOURCES W.O. 1413 0428



DISTRICT I  
1225 N. FRENCH DR., BOHNS, NM 88240

DISTRICT II  
1301 V. GRAND AVENUE, ARTERIA, NM 88210

DISTRICT III  
1000 Rio Brazos Rd., Artec, NM 87410

DISTRICT IV  
1225 S. ST. FRANCIS DR., SANTA FE, NM 87505

State of New Mexico  
Energy, Minerals and Natural Resources Department

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

Form C-102  
Revised October 12, 2005  
Submit to Appropriate District Office  
State Lease - 4 Copies  
Fee Lease - 3 Copies

WELL LOCATION AND ACREAGE DEDICATION PLAT

☐ AMENDED REPORT

API Number	Pool Code <b>96473</b>	Pool Name <b>PIERCE CROSSING-BONE SPRING, East</b>
Property Code	Property Name <b>VORTEC 27</b>	Well Number <b>2</b>
OGRID No. <b>017891</b>	Operator Name <b>POGO PRODUCING COMPANY</b>	Elevation <b>2915'</b>

Surface Location

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
H	27	24-S	29-E		2010	NORTH	380	EAST	EDDY

Bottom Hole Location If Different From Surface

UL or lot No.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
E	27	24-S	29-E		1980	NORTH	660	WEST	EDDY

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
160			

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

		<p><b>OPERATOR CERTIFICATION</b></p> <p>I hereby certify that the information herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p>Signature: <i>Joe T. Janica</i> Date: <b>03/17/07</b>  <b>Joe T. Janica</b>          Printed Name          Agent</p>
<p><b>BOTTOM HOLE LOCATION</b>              Y=433062.6 N              X=609834.2 E</p> <p><b>PRODUCING AREA</b></p> <p><b>PROJECT AREA</b></p> <p><b>GEODETIC COORDINATES</b>              NAD 27 NME              SURFACE LOCATION              Y=433036.6 N              X=614077.8 E</p> <p><b>LAT.=32.189997° N</b>  <b>LONG.=103.964573° W</b></p>		<p><b>SURVEYOR CERTIFICATION</b></p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p><b>FEBRUARY 8, 2007</b></p> <p>Date Surveyed: <b>REV.: MARCH 16, 2007</b>          Signature &amp; Seal of Professional Surveyor: <i>Ronald E. Eidson</i> <b>03/16/07</b>  <b>07.13.0361</b></p> <p>Certificate No. <b>GARY EIDSON 12841</b>  <b>RONALD E. EIDSON 3239</b></p>

**District I**  
1425 N. French Dr., Hobbs, NM 88240  
Phone: (505) 393-6161 Fax: (505) 393-6720  
**District II**  
911 S. First St., Artesia, NM 88210  
Phone: (505) 744-1283 Fax: (505) 744-9720  
**District III**  
1000 Rio Grande Road, Aztec, NM 87410  
Phone: (505) 334-4176 Fax: (505) 334-6170  
**District IV**  
1220 S. St. Francis Dr., Santa Fe, NM 87505  
Phone: (505) 476-3460 Fax: (505) 476-3462

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

**NM OIL CONSERVATION**  
**ARTESIA DISTRICT**

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

**RECEIVED**

☒ **AMENDED REPORT**  
**(As-Drilled)**

**WELL LOCATION AND ACREAGE DEDICATION PLAT**

API Number <b>30-015-43645</b>	Pool Code <b>96473</b>	Pool Name <b>Pierce Crossing Bone Spring, East</b>
Property Code <b>304790</b>	Property Name <b>CEDAR CANYON "28-27" FEDERAL COM</b>	
OGRIID No. <b>16696</b>	Operator Name <b>OXY USA INC.</b>	Well Number <b>5H</b>
		Elevation <b>2948.0'</b>

**Surface Location**

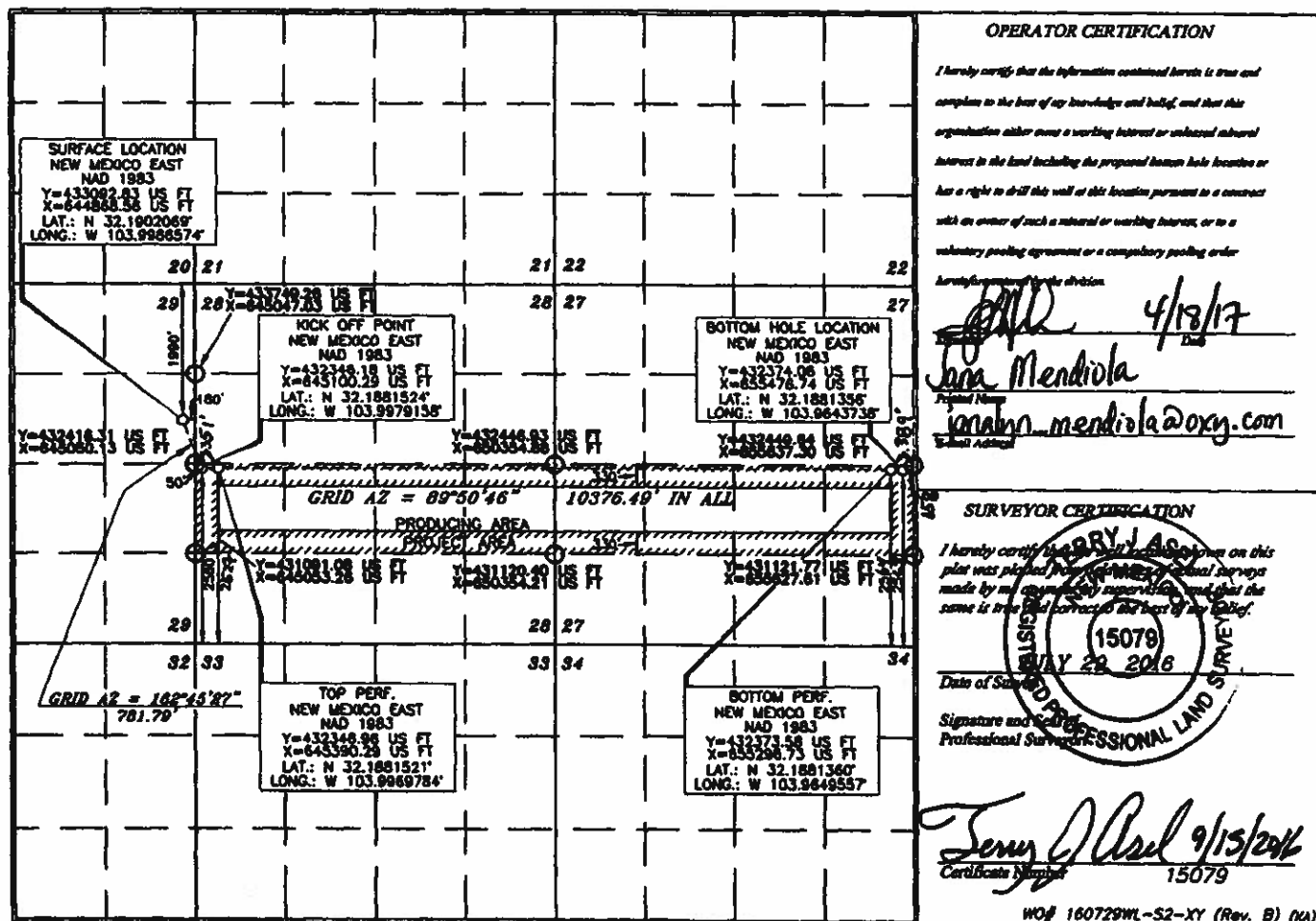
UL or lot no.	Section	Township	Range	Lot Ids	Feet from the	North/South line	Feet from the	East/West line	County
<b>H</b>	<b>29</b>	<b>24 SOUTH</b>	<b>29 EAST, N.M.P.M.</b>		<b>1990'</b>	<b>NORTH</b>	<b>180'</b>	<b>EAST</b>	<b>EDDY</b>

**Bottom Hole Location If Different From Surface**

UL or lot no.	Section	Township	Range	Lot Ids	Feet from the	North/South line	Feet from the	East/West line	County
<b>I</b>	<b>27</b>	<b>24 SOUTH</b>	<b>29 EAST, N.M.P.M.</b>		<b>2500'</b>	<b>SOUTH</b>	<b>180'</b>	<b>EAST</b>	<b>EDDY</b>

Dedicated Acres <b>320</b>	Joint or Infill <b>Y</b>	Consolidation Code	Order No. <b>SP- 3564 FSL 390 CEL</b> <b>TP- 2500 FSL 361 FSL</b>
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



Name	Address	City	State	Zip Code	Tracking #	Mail Date
MINERALS MANAGEMENT SERVICE	PO BOX 25627	DENVER	CO	80225	_9414811898765897458952	03.15.2021
STATE OF NEW MEXICO	P O BOX 1148	SANTA FE	NM	87504	_9414811898765897458969	03.15.2021
MID-CONTINENT ENERGY INC	3500 S BLVD STE D3	EDMOND	OK	73013	_9414811898765897458921	03.15.2021
J M MINERAL & LAND CO INC	P O BOX 1015	MIDLAND	TX	79702	_9414811898765897458907	03.15.2021
MAGNUM HUNTER PRODUCTION INC	202 S CHEYENNE AVE NO 1000	TULSA	OK	74103	_9414811898765897458990	03.15.2021
MAGNOLIA ROYALTY COMPANY INC	P O BOX 10703	MIDLAND	TX	79702	_9414811898765897458945	03.15.2021
EOG RESOURCES INC	P O BOX 840321	DALLAS	TX	75284	_9414811898765897458983	03.15.2021
MAP00-NET TX GENERAL PARTNERSHIP	PO BOX 268946	OKLAHOMA CITY	OK	73126	_9414811898765897458938	03.15.2021
ERIC D BOYT	P O BOX 2602	MIDLAND	TX	79702	_9414811898765897458976	03.15.2021
WILLIAM K BURTON	306 WEST 7TH STREET SUITE 901	FORT WORTH	TX	76102	_9414811898765897458617	03.15.2021
BEN J FORTSON III CHILDRENS TRUST	P O BOX 29	FORT WORTH	TX	76101	_9414811898765897458655	03.15.2021
MWB 1998 TRUST	306 WEST 7TH STREET SUITE 901	FORT WORTH	TX	76102	_9414811898765897458662	03.15.2021
CCB 1998 TRUST	306 WEST 7TH STREET SUITE 901	FORT WORTH	TX	76102	_9414811898765897458624	03.15.2021
DCB 1998 TRUST	306 WEST 7TH STREET SUITE 901	FORT WORTH	TX	76102	_9414811898765897458600	03.15.2021
KIMBELL ART FOUNDATION	301 COMMERCE ST SUITE 2300	FORT WORTH	TX	76102	_9414811898765897458693	03.15.2021
HERMAN CLIFFORD WALKER III	PO BOX 8508	MIDLAND	TX	79708	_9414811898765897458648	03.15.2021
ROBERT C GRABLE	201 MAIN STREET SUITE 2500	FORT WORTH	TX	76102	_9414811898765897458686	03.15.2021
SUNDANCE MINERALS I	P O BOX 17744	FORT WORTH	TX	76102	_9414811898765897458631	03.15.2021
ROACH FOUNDATION INC	777 TAYLOR ST PII-J	FORT WORTH	TX	76102	_9414811898765897458679	03.15.2021
HAYES LAND LP	P O BOX 51510	MIDLAND	TX	79710	_9414811898765897458112	03.15.2021
JUDITH N HANTTULA	3996 MARBLE HILL RD	FRISCO	TX	75034	_9414811898765897458150	03.15.2021
HAYES LAND & PRODUCTION LP	P O BOX 51407	MIDLAND	TX	79710	_9414811898765897458167	03.15.2021
DOROTHY S HARROUN IRREV TRUST	PO BOX 3480	OMAHA	NE	68103	_9414811898765897458129	03.15.2021
CURTIS ANDERSON	9314 CHERRY BROOK LANE	FRISCO	TX	75033	_9414811898765897458105	03.15.2021
SHARBRO ENERGY LLC	PO BOX 840	ARTESIA	NM	88211	_9414811898765897458198	03.15.2021
RICHARD K BARR FAMILY TRUST	8027 CHALK KNOLL DR	AUSTIN	TX	78735	_9414811898765897458143	03.15.2021
ANDREW AND JANET VOGT TRUST	13404 PIEDRA GRANDE PLACE NE	ALBUQUERQUE	NM	87111	_9414811898765897458181	03.15.2021
MCMULLEN MINERALS LLC	PO BOX 470857	FORT WORTH	TX	76147	_9414811898765897458136	03.15.2021
PEGASUS RESOURCES LLC	PO BOX 733980	DALLAS	TX	75373	_9414811898765897458174	03.15.2021
HARROUN ENERGY LLC	320 GOLD AVENUE SUITE 200	ALBUQUERQUE	NM	87102	_9414811898765897458310	03.15.2021
RODEN ASSOCIATES LTD	2603 AGUSTA DR SUITE 430	HOUSTON	TX	77057	_9414811898765897458358	03.15.2021
RODEN EXPLORATION COMPANY	2603 AUGUSTA DR SUITE 430	HOUSTON	TX	77057	_9414811898765897458365	03.15.2021
RODEN PARTICIPANTS LTD	2603 AUGUSTA DR STE 430	HOUSTON	TX	77057	_9414811898765897458327	03.15.2021
SCOPE INDUSTRIES	2811 WILSHIRE BLVD SUITE 410	SANTA MONICA	CA	90401	_9414811898765897458303	03.15.2021
J F NEAL REVOCABLE TRUST	1311 DOEPP DRIVE	CARLSBAD	NM	88220	_9414811898765897458396	03.15.2021
DEBRA K PRIMERA	PO BOX 143277	IRVING	TX	75014	_9414811898765897458341	03.15.2021
ROBERT M RAINDL	PO BOX 853	TAHOKA	TX	79373	_9414811898765897458389	03.15.2021
BRENT M RAINDL	3315 LANCELOT DRIVE	DALLAS	TX	75229	_9414811898765897458334	03.15.2021
BRADY L RAINDL	PO BOX 65043	LUBBOCK	TX	79464	_9414811898765897458372	03.15.2021
BRANDI RAINDL BURNS	1104 TELLURIDE CT	MIDLAND	TX	79705	_9414811898765897458013	03.15.2021
RICKY D RAINDL	PO BOX 142454	IRVING	TX	75014	_9414811898765897458051	03.15.2021
COLLINS & WARE INC	145 E 57TH ST 11TH FL	NEW YORK	NY	10022	_9414811898765897458068	03.15.2021

ROLLA R HINKLE III	P O BOX 2292	ROSWELL	NM	88202	_9414811898765897458020	03.15.2021
SANDRA M THOMA	8530 MILL RUN ROAD	ATHENS	TX	75751	_9414811898765897458006	03.15.2021
CURTIS A & EDNA I ANDERSON ANDERSON	9314 CHERRY BROOK LANE	FRISCO	TX	75033	_9414811898765897458099	03.15.2021
BRIAN T GROOMS	11201 N TATUM BLVD STE 300	PHOENIX	AZ	85028	_9414811898765897458044	03.15.2021
LANELL HONEYMAN	406 SKYWOOD CIRCLE	MIDLAND	TX	79705	_9414811898765897458082	03.15.2021
LESLIE ROBERT HONEYMAN TRUST	406 SKYWOOD CIRCLE	MIDLAND	TX	79705	_9414811898765897458037	03.15.2021
BAXSTO LLC	PO BOX 302857	AUSTIN	TX	78703	_9414811898765897458075	03.15.2021
BLAIRBAX ENERGY LLC	815A BRAZOS STREET NO 491	AUSTIN	TX	78701	_9414811898765897458419	03.15.2021
BUFFY ENERGY LLC	PO BOX 1649	AUSTIN	TX	78767	_9414811898765897458457	03.15.2021
CORNERSTONE FAMILY TRUST	P O BOX 558	PEYTON	CO	80831	_9414811898765897458464	03.15.2021
MOUNTAIN LION OIL & GAS LLC	7941 KATY FREEWAY NO 117	HOUSTON	TX	77024	_9414811898765897458426	03.15.2021
PENASCO PETROLEUM LLC	P O BOX 2292	ROSWELL	NM	88202	_9414811898765897458402	03.15.2021
806 ENERGY LLC	P O BOX 1210	JUSTIN	TX	76247	_9414811898765897458495	03.15.2021
RANDALL S CATE	P O BOX 8329	HORSESHOE BAY	TX	78657	_9414811898765897458440	03.15.2021
PATRICK J TOWER	1904 WESTERN DR	MIDLAND	TX	79705	_9414811898765897458488	03.15.2021
MARGARET E GROOMS TRUST	2715 N KENTUCKY	ROSWELL	NM	88201	_9414811898765897458433	03.15.2021
UNIDENTIFIED OWNER / NON-OP	PO BOX 27570	HOUSTON	TX	77227	_9414811898765897458471	03.15.2021
MW OIL INVESTMENT COMPANY INC	PO BOX 350010	WESTMINSTER	CO	80035	_9414811898765897458518	03.15.2021
CURTIS A ANDERSON AND	9314 CHERRY BROOK LANE	FRISCO	TX	75033	_9414811898765897458556	03.15.2021
ALAN R HANNIFIN	P O BOX 20129	SARASOTA	FL	34276	_9414811898765897458563	03.15.2021
LOWE ROYALTY PARTNERS LP	P O BOX 4887 DEPT 4	HOUSTON	TX	77210	_9414811898765897458525	03.15.2021
SHAWN & FRANCES HANNIFIN JTWRs	PO BOX 350010	WESTMINSTER	CO	80035	_9414811898765897458501	03.15.2021
FFF INC	P O BOX 20129	SARASOTA	FL	34276	_9414811898765897458594	03.15.2021
MAP 98A-OK	P O BOX 268988	OKLAHOMA CITY	OK	73126	_9414811898765897458549	03.15.2021
MAP98B-NET	P O BOX 268984	OKLAHOMA CITY	OK	73126	_9414811898765897458587	03.15.2021
ANNETTE O WAMBAUGH	6203 ALDEN BRIDGE RD APT 2209	THE WOODLANDS	TX	77382	_9414811898765897458532	03.15.2021
S & E ROYALTY LLC	8470 WEST 4TH AVENUE	DENVER	CO	80226	_9414811898765897458570	03.15.2021
BRYAN C WAGNER	500 COMMERCE ST STE 600	FORT WORTH	TX	76102	_9414811898765897457214	03.15.2021
BRAZOS LTD PARTNERSHIP	P O BOX 911	BRECKENRIDGE	TX	76424	_9414811898765897457252	03.15.2021
JACK SCOTT & SANDRA MCDONALD	1110 COLLEGE AVENUE	SNYDER	TX	79549	_9414811898765897457269	03.15.2021
BRITT P & CYDNEY MEDFORD	2111 PAISANO ROAD	AUSTIN	TX	78746	_9414811898765897457221	03.15.2021
JAN ALICE HERRSTROM	810 FOREST OAKS CIRCLE	WOODWAY	TX	76712	_9414811898765897457207	03.15.2021
TWIN OAKS PETROLEUM LLC	1042 MOUNTAIN VIEW WAY	PINE MOUNTAIN	GA	31822	_9414811898765897457290	03.15.2021
BRIGHAM MINERALS	5914 W COURTYARD DRSTE 100	AUSTIN	TX	78730	_9414811898765897457245	03.15.2021
SCOTT CRANFORD AP TRUST	2009 HUBBARD COURT	VILLA RICA	GA	30180	_9414811898765897457283	03.15.2021
INTERNATIONAL PETROLEUM SERVICE CO	P O BOX 201730	DALLAS	TX	75320	_9414811898765897457238	03.15.2021
SCOTT E WILSON BYPASS TRUST	11644 BLALOCK LN	HOUSTON	TX	77024	_9414811898765897457276	03.15.2021
PREMIER OIL & GAS INC	P O BOX 1246	ARTESIA	NM	88210	_9414811898765897457818	03.15.2021
REBECCA GAINES HOOKS	P O BOX 111	WARING	TX	78074	_9414811898765897457856	03.15.2021
MICAELLA GAINES KLAPOUCH	P O BOX 227	WIMBERLEY	TX	78676	_9414811898765897457863	03.15.2021
ROBERT E GAINES JR	P O BOX 105	WARING	TX	78074	_9414811898765897457825	03.15.2021
MARY MARTHA GAINES ENGLAND	P O BOX 541661	GRAND PRAIRIE	TX	75054	_9414811898765897457801	03.15.2021
CLAIBORNE LP	500 COMMERCE STREET SUITE 600	FORT WORTH	TX	76102	_9414811898765897457894	03.15.2021

EDWARD R HUDSON JR	616 TEXAS STREET	FORT WORTH	TX	76102	_9414811898765897457849	03.15.2021
WHITTEN GUITAR WITHERSPOON	7524 PEAR TREE LN	FORT WORTH	TX	76133	_9414811898765897457887	03.15.2021
WENDE WITHERSPOON MORGAN	7627 GUINEVERE DR	SUGAR LAND	TX	77479	_9414811898765897457832	03.15.2021
JOHN GUITAR WITHERSPOON JR	7404 LEMONWOOD LANE	FORT WORTH	TX	76133	_9414811898765897457870	03.15.2021
PARDUE LIMITED COMPANY	P O BOX 2018	CARLSBAD	NM	88221	_9414811898765897457719	03.15.2021
LINDYS LIVING TRUST	215 W BANDERA RD SUITE 114 620	BOERNE	TX	78006	_9414811898765897457757	03.15.2021
ROBERT N ENFIELD REV TRUST	P O BOX 40909	AUSTIN	TX	78704	_9414811898765897457764	03.15.2021
DELMAR HUDSON LEWIS LVG TRUST	P O DRAWER 840738	DALLAS	TX	75284	_9414811898765897457726	03.15.2021
EMG REVOC TRUST	1000 W FOURTH STREET	ROSWELL	NM	88201	_9414811898765897457702	03.15.2021
ZORRO PARTNERS	616 TEXAS STREET	FORT WORTH	TX	76102	_9414811898765897457795	03.15.2021
JAVELINA PARTNERS	616 TEXAS STREET	FORT WORTH	TX	76102	_9414811898765897457740	03.15.2021
GUITAR LAND & CATTLE CO LP	P O BOX 2213	ABILENE	TX	79604	_9414811898765897457788	03.15.2021
LAURA JEAN HOFER TRUST	11248 SOUTH TURNER AVENUE	ONTARIO	CA	91761	_9414811898765897457917	03.15.2021
CAREN G MACHELL	PO BOX 1288	MT PLEASANT	SC	29465	_9414811898765897457955	03.15.2021
JACK G WOODS JR	PO BOX 341342	AUSTIN	TX	78734	_9414811898765897457962	03.15.2021
CHARLOTTE ALBRIGHT	1705 BOYD DRIVE	CARLSBAD	NM	88220	_9414811898765897457924	03.15.2021
BARBARA LEE BACKMAN INC	203 N WASHINGTON ST SUITE 200 L	SPOKANE	WA	99201	_9414811898765897457900	03.15.2021
JAMES STEPHENS CAVENAUGH	95 MARLBOROUGH RD	ROCHESTER	NY	14619	_9414811898765897457993	03.15.2021
PRESBYTERIAN CHURCH USA A CORP	PO BOX 3480 OIL AND GAS DEPT	OMAHA	NE	68103	_9414811898765897457948	03.15.2021
BARBARA E COFFMAN	8904 WALTHAM FOREST CT	WAXHAW	NC	28173	_9414811898765897457986	03.15.2021
GUITAR GALUSHA LP	P O BOX 1438	ABILENE	TX	79604	_9414811898765897457931	03.15.2021
VIRGINIA NEVILL HOFF MGMT TRUST	2601 LAKEWOOD CIRCLE	TUSCALOOSA	AL	35405	_9414811898765897457979	03.15.2021
JPH HOLDINGS LP	4400 ARCADY	DALLAS	TX	75205	_9414811898765897457610	03.15.2021
MURCHISON GUITAR FAMILY LP	PO BOX 712	RED BLUFF	CA	96080	_9414811898765897457658	03.15.2021
POLK LAND & MINERALS LP	1101 BUTTERNUT	ABILENE	TX	79602	_9414811898765897457665	03.15.2021
JMA OIL PROPERTIES LTD	PO BOX 58	ABILENE	TX	79604	_9414811898765897457627	03.15.2021
SALLY GUITAR	10 WOODHAVEN CIR	ABILENE	TX	79605	_9414811898765897457603	03.15.2021
MELISSA MCGEE	6 WOODHAVEN	ABILENE	TX	79605	_9414811898765897457696	03.15.2021
WOODS DICKENS RANCH LP	4610 8TH ST	LUBBOCK	TX	79416	_9414811898765897457641	03.15.2021
CAREN GALL MACHELL EXEMPT TRUST	PO BOX 1288	MT PLEASANT	SC	29465	_9414811898765897457689	03.15.2021
LESLI GUITAR NICHOLS	P O BOX 327	BIG SPRING	TX	79721	_9414811898765897457634	03.15.2021
JOHN GUITAR	P O BOX 1121	CLYDE	TX	79510	_9414811898765897457672	03.15.2021
SANTA ELENA MINERALS LP	PO BOX 2063	MIDLAND	TX	79702	_9414811898765897457115	03.15.2021
JEANETTE PROBANDT TRUST	5 RIDGMAR COURT	MIDLAND	TX	79707	_9414811898765897457153	03.15.2021
TRUCHAS PEAKS LLC	110 LOUISIANA SUITE 500	MIDLAND	TX	79701	_9414811898765897457160	03.15.2021
CROWNROCK MINERALS LP	PO BOX 51933	MIDLAND	TX	79710	_9414811898765897457122	03.15.2021
TD MINERALS LLC	8111 WESTCHESTER DR STE 900	DALLAS	TX	75225	_9414811898765897457108	03.15.2021
ARD OIL LTD	P O BOX 101027	FORT WORTH	TX	76185	_9414811898765897457191	03.15.2021
CAKI FAMILY LIMITED PARTNERSHIP	5851 ROYAL CREST DR	DALLAS	TX	75230	_9414811898765897457146	03.15.2021
CAROL GIBSON TRUST	PO BOX 701	ABILENE	TX	79604	_9414811898765897457184	03.15.2021
CYNTHIA RHODES TRUST	PO BOX 701	ABILENE	TX	79604	_9414811898765897457139	03.15.2021
LISA M ENFIELD TRUST	465 CAMINO MANZANO	SANTA FE	NM	87505	_9414811898765897457177	03.15.2021
MLE LLC	P O BOX 1683	SANTA FE	NM	87504	_9414811898765897457313	03.15.2021



JOSEPHINE T HUDSON TEST TR	PO BOX 1600	SAN ANTONIO	TX	78296	_9414811898765897457351	03.15.2021
JUDY GUITAR UHEY LLC	PO BOX 632	E TOWN	KY	42702	_9414811898765897457368	03.15.2021
EARL B GUITAR JR BYPASS TRUST	PO BOX 56429	HOUSTON	TX	77256	_9414811898765897457320	03.15.2021
PONY OIL OPERATING LLC	4245 N CENTRAL EXPY STE 320 BX 109	DALLAS	TX	75205	_9414811898765897457306	03.15.2021
SHARON GUITAR ELLIS LLC	PO BOX 469	VALLEYFORD	WA	99036	_9414811898765897457399	03.15.2021
MERPEL LLC	3100 MONTICELLO AVE SUITE 500	DALLAS	TX	75205	_9414811898765897457344	03.15.2021
JAY R NUNNALLY	3553 GREEN MEADOWS DR	GLEN ROSE	TX	76043	_9414811898765897457382	03.15.2021
MARY LYNN FOREHAND	403 SAN JUAN MANOR	CARLSBAD	NM	88220	_9414811898765897457337	03.15.2021
PRESSLEY HUDSON GUITAR	P O BOX 5383	ABILENE	TX	79608	_9414811898765897457375	03.15.2021
C D MARTIN	P O BOX 12	MIDLAND	TX	79702	_9414811898765897457016	03.15.2021
GUY P WITHERSPOON III	PO BOX 100403	FORT WORTH	TX	76185	_9414811898765897457054	03.15.2021
WEATHERVANE MANAGEMENT LP	4610 8TH ST	LUBBOCK	TX	79416	_9414811898765897457061	03.15.2021
BGW MINERALS LTD	P O BOX 100635	FORT WORTH	TX	76185	_9414811898765897457023	03.15.2021
DAVID H & VICKI MCDONALD	183 G R HOWARD RD	LOVING	NM	88256	_9414811898765897457009	03.15.2021
ENRICH H MCDONALD	P O BOX 597	LOVING	NM	88256	_9414811898765897457092	03.15.2021
ROBERT AND BRENDA PATTON	2006 S PEPPERTREE CIRCLE	CARLSBAD	NM	88220	_9414811898765897457047	03.15.2021
RAYMOND H AND MARGARET MCDONALD JR	1379 COUNTY RD 3566	DIKE	TX	75437	_9414811898765897457085	03.15.2021
GLEN MCDONALD	P O BOX 367	LOVING	NM	88256	_9414811898765897457030	03.15.2021
LONNY RAY MCDONALD	5505 SIOUX ROAD	CARLSBAD	NM	88220	_9414811898765897457078	03.15.2021
THOMAS D COFFMAN	2028 E BEN WHITE BLVD SUITE 240	AUSTIN	TX	78741	_9414811898765897457412	03.15.2021
SOFTSEARCH INVESTMENT LP	P O BOX 89	ABILENE	TX	79604	_9414811898765897457450	03.15.2021
SOFTVEST MANAGEMENT LP	P O BOX 89	ABILENE	TX	79604	_9414811898765897457467	03.15.2021
XTO HOLDINGS LLC	PO BOX 840780	DALLAS	TX	75284	_9414811898765897457429	03.15.2021
RUTTER & WILBANKS CORPORATION	PO BOX 3186	MIDLAND	TX	79701	_9414811898765897457498	03.15.2021
MANIX ROYALTY LTD	PO BOX 2818	MIDLAND	TX	79702	_9414811898765897457443	03.15.2021
PENROC OIL CORPORATION	P O BOX 2769	HOBBS	NM	88241	_9414811898765897457481	03.15.2021
APACHE CORPORATION	P O BOX 840133	DALLAS	TX	75284	_9414811898765897457436	03.15.2021
JM MINERAL & LAND CO INC	PO BOX 1015	MIDLAND	TX	79702	_9414811898765897457474	03.15.2021
THOMAS D & BARBARA E COFFMAN	P O BOX 1966	AUSTIN	TX	78767	_9414811898765897457511	03.15.2021
COG OPERATING LLC	P O BOX 849929	DALLAS	TX	75284	_9414811898765897457559	03.15.2021
BRIAN PETER MCGARY 2017 REV TR	PO BOX 840738	DALLAS	TX	75284	_9414811898765897457566	03.15.2021
BLACK SHALE MINERAL LLC	PO BOX 2243	LONGVIEW	TX	75606	_9414811898765897457528	03.15.2021
NESTEGG ENERGY CORPORATION	2308 SIERRA VISTA RD	ARTESIA	NM	88210	_9414811898765897457504	03.15.2021
MARY JANE MCGARY TR	701 S TAYLOR ST STE 200 LB120	AMARILLO	TX	79101	_9414811898765897457597	03.15.2021
KM PETRO INVESTMENTS LLC	PO BOX 3390	LAKE TAHOE	NV	89449	_9414811898765897457542	03.15.2021
STRATA PRODUCTION COMPANY	P O BOX 1030	ROSWELL	NM	88202	_9414811898765897457580	03.15.2021
JACK V WALKER REV TR DTD 5-21-81	P O BOX 102256	ANCHORAGE	AK	99510	_9414811898765897457535	03.15.2021
MITCHELL EXPLORATION	6212 HOMESTEAD BLVD	MIDLAND	TX	79707	_9414811898765897457573	03.15.2021
PERMIAN BASIN INVESTMENT CORP	3515 JOSHUA ST	CARLSBAD	NM	88220	_9414811898765897456217	03.15.2021
WORRALL INVESTMENTS	P O BOX 1834	ROSWELL	NM	88202	_9414811898765897456255	03.15.2021
MURPHY PETROLEUM CORP	P O BOX 2545	ROSWELL	NM	88202	_9414811898765897456262	03.15.2021
EG3 INC	PO BOX 1567	GRAHAM	TX	76450	_9414811898765897456224	03.15.2021
ESCONDIDO OIL & GAS	PO BOX 395	ROANOKE	TX	76262	_9414811898765897456200	03.15.2021



SCOTT BROTHERS TRUST	HC 64 BOX 2012	CASTLE VALLEY	UT	84532	_9414811898765897456293	03.15.2021
MARY ELLEN HITT HUGUS	618 ROSEMONT PLACE II	TYLER	TX	75701	_9414811898765897456248	03.15.2021
L E OPPERMAN	1505 NEELY	MIDLAND	TX	79705	_9414811898765897456286	03.15.2021
FRANCIS F BEEMAN &	1405 W URAL DRIVE	CARLSBAD	NM	88220	_9414811898765897456231	03.15.2021
BEVERIDGE COMPANY	4305 N GARFIELD SUITE 235	MIDLAND	TX	79705	_9414811898765897456279	03.15.2021
CARMEX INC	P O BOX 1718	CARLSBAD	NM	88221	_9414811898765897456811	03.15.2021
C MARK WHEELER	PO BOX 248	ROUND ROCK	TX	78680	_9414811898765897456859	03.15.2021
PAUL R BARWIS	P O BOX 230	MIDLAND	TX	79702	_9414811898765897456866	03.15.2021
JAMES E GEITGEY	P O BOX 51451	MIDLAND	TX	79710	_9414811898765897456828	03.15.2021
THOMAS R SMITH	5705 PINEHURST	FARMINGTON	NM	87402	_9414811898765897456804	03.15.2021
MARTHA STRIBLING	520 RANCHITOS N W	ALAMEDA	NM	87114	_9414811898765897456897	03.15.2021
REALEZA DEL SPEAR LP	P O BOX 1684	MIDLAND	TX	79702	_9414811898765897456842	03.15.2021
ZIA ROYALTY LLC	PO BOX 2160	HOBBS	NM	88241	_9414811898765897456880	03.15.2021
LES R HONEYMAN	406 SKYWOOD CIR	MIDLAND	TX	79705	_9414811898765897456835	03.15.2021
CHRISTIAN RELIEF SERVICES	8301 RICHMOND HWY	ALEXANDRIA	VA	22309	_9414811898765897456873	03.15.2021
WPX ENERGY PERMIAN LLC	25061 NETWORK PL	CHICAGO	IL	60673	_9414811898765897456712	03.15.2021
MRC PERMIAN COMPANY	5400 LBJ FREEWAY STE 1500	DALLAS	TX	75240	_9414811898765897456750	03.15.2021
MADURO OIL & GAS LLC	3102 MAPLE AVENUE SUITE 400	DALLAS	TX	75201	_9414811898765897456767	03.15.2021
1 TIMOTHY 6 LLC	P O BOX 30598	EDMOND	OK	73003	_9414811898765897456729	03.15.2021
JOHN SALEH CHARITABLE FOUNDATION	P O BOX 40909	AUSTIN	TX	78704	_9414811898765897456705	03.15.2021
CHISOS MINERALS LLC	1111 BAGBY STREET STE 2150	HOUSTON	TX	77002	_9414811898765897456798	03.15.2021
SANTA ELENA MINERALS	P O BOX 2063	MIDLAND	TX	79702	_9414811898765897456743	03.15.2021
TAP ROCK RESOURCES LLC	523 PARK POINT DR SUITE 200	GOLDEN	CO	80401	_9414811898765897456781	03.15.2021
LONSDALE RESOURCES LLC	2626 COLE AVE SUITE 300	DALLAS	TX	75204	_9414811898765897456736	03.15.2021
PRIME ROCK RESOURCES ASSET CO LLC	203 W WALL ST SUITE 1000	MIDLAND	TX	79701	_9414811898765897456774	03.15.2021
SUE OSBORN POWELL	899 HEDGEWOOD DR	GEORGETOWN	TX	78628	_9414811898765897456910	03.15.2021
GENEVA FLOYD OSBORN	PO BOX 419	TIPTON	OK	73570	_9414811898765897456958	03.15.2021
PATRICIA GAE STAMPS	PO BOX 249	PANHANDLE	TX	79068	_9414811898765897456965	03.15.2021
PAMELA RAE CUMMINGS	PO BOX 817	PANHANDLE	TX	79068	_9414811898765897456927	03.15.2021
T L REES	PO BOX 1007	COLORADO CITY	TX	79512	_9414811898765897456903	03.15.2021
PATRICIA ANN BEEMAN ALLEN TRUST	807 ALAMOSA ST	CARLSBAD	NM	88220	_9414811898765897456996	03.15.2021
MARK A BEEMAN	PO BOX 8255	ROSWELL	NM	88202	_9414811898765897456941	03.15.2021
ROBERT B BEEMAN	1520 N GUADALUPE	CARLSBAD	NM	88220	_9414811898765897456989	03.15.2021
WILLIAM F BEEMAN	71 APACHE DRIVE	CARLSBAD	NM	88220	_9414811898765897456934	03.15.2021
EASTLAND OIL COMPANY	P O DRAWER 3488	MIDLAND	TX	79702	_9414811898765897456972	03.15.2021
PHILIP E GUITAR	P O BOX 2213	ABILENE	TX	79604	_9414811898765897456613	03.15.2021
MORRIS E SCHERTZ	P O DRAWER 2588	ROSWELL	NM	88202	_9414811898765897456651	03.15.2021
STEVEN R STRIBLING	5670 IRIS ROAD NE	RIO RANCHO	NM	87144	_9414811898765897456668	03.15.2021
C D & JUDITH K MARTIN MARTIN	P O BOX 12	MIDLAND	TX	79702	_9414811898765897456620	03.15.2021
HERMAN C WALKER III	PO BOX 8508	MIDLAND	TX	79708	_9414811898765897456606	03.15.2021
ARD ENERGY GROUP LTD	P O BOX 101027	FORT WORTH	TX	76185	_9414811898765897456699	03.15.2021
BRETT C BARTON	1919 N TURNER	HOBBS	NM	88241	_9414811898765897456682	03.15.2021
HEIDI C BARTON	2008 N VEGA CT	HOBBS	NM	88240	_9414811898765897456637	03.15.2021

ROY G BARTON III	1919 N TURNER ST	HOBBS	NM	88240	_9414811898765897456675	03.15.2021
WINCHESTER ENERGY LLC	PO BOX 13540	OKLAHOMA CITY	OK	73113	_9414811898765897456118	03.15.2021
KMF LAND LLC	1144 15TH ST STE 2650	DENVER	CO	80202	_9414811898765897456156	03.15.2021
MCM PERMIAN LLC	3811 TURTLE CREEK BLVD SUITE 1100	DALLAS	TX	75219	_9414811898765897456163	03.15.2021
SPRINGWOOD MINERALS 6 LP	PO BOX 3579	MIDLAND	TX	79702	_9414811898765897456125	03.15.2021
CHISOS LTD	1331 LAMAR ST STE 1077	HOUSTON	TX	77010	_9414811898765897456194	03.15.2021
MICHELLE R SANDOVAL	1395 RAVEAN CT	ENCINITAS	CA	92024	_9414811898765897456149	03.15.2021
JAREED PARTNERS LTD	P O BOX 51451	MIDLAND	TX	79710	_9414811898765897456187	03.15.2021
ENFIELD-COFFIELD FAMILY REVOCABLE T	P O BOX 8028	SANTA FE	NM	87504	_9414811898765897456132	03.15.2021
GAYLE N NICOLAY REV TRUST	5528 TAHOE LANE	FAIRWAY	KS	66205	_9414811898765897456170	03.15.2021
ROBERT N ENFIELD REVOCABLE TRUST	PO BOX 40909	AUSTIN	TX	78704	_9414811898765897456316	03.15.2021
CYDNEY MCDONALD MEDFORD	2111 PAISANO RD	AUSTIN	TX	78746	_9414811898765897456354	03.15.2021
SAC INVESTMENTS I LP	1603 OAKRIDGE TRAIL	BRIDGEPORT	TX	76426	_9414811898765897456361	03.15.2021
PBEX LLC	PO BOX 10250	MIDLAND	TX	79702	_9414811898765897456323	03.15.2021
DESERT PARTNERS VI LP	PO BOX 3579	MIDLAND	TX	79702	_9414811898765897456309	03.15.2021
TUMBLER OPERATING PARTNERS LLC	1701 RIVER RUN SUITE 306	FORT WORTH	TX	76107	_9414811898765897456392	03.15.2021
MICHAEL A KULENGUSKI	279 JONES MOUNTAIN ROAD	MADISON	VA	22727	_9414811898765897456347	03.15.2021
BEVERLY GAY NICHOLS	2207 SHEPHERDS RIDGE RD	CHARLOTTESVILLE	VA	22901	_9414811898765897456385	03.15.2021
GLEN E MCDONALD	PO BOX 367	LOVING	NM	88256	_9414811898765897456330	03.15.2021
RAYMOND H MCDONALD	1379 COUNTY RD 3566	DIKE	TX	75437	_9414811898765897456378	03.15.2021
BRENDA KAY PATTON	2006 S PEPPERTREE CIR	CARLSBAD	NM	88220	_9414811898765897456019	03.15.2021
LAURA E MCDONALD	P O BOX 66	MALAGA	NM	88263	_9414811898765897456057	03.15.2021
JOHN & THERESA HILLMAN FAM PROPS LP	PO BOX 50187	MIDLAND	TX	79710	_9414811898765897456064	03.15.2021
GEORGE G VAUGHT JR	P O BOX 13557	DENVER	CO	80201	_9414811898765897456026	03.15.2021
KINGDOM INVESTMENTS LIMITED	2101 CEDAR SPRINGS RD SUITE 600	DALLAS	TX	75201	_9414811898765897456002	03.15.2021
DEVON ENERGY PRODUCTION CO LP	P O BOX 843559	DALLAS	TX	75284	_9414811898765897456095	03.15.2021
RAVE ENERGY INC	P O BOX 3087	HOUSTON	TX	77253	_9414811898765897456040	03.15.2021
TAURUS ROYALTY LLC	P O BOX 1477	LITTLE ELM	TX	75068	_9414811898765897456088	03.15.2021
KIMBELL ROYALTY HOLDINGS LLC	777 TAYLOR STREET SUITE 810	FORT WORTH	TX	76102	_9414811898765897456033	03.15.2021
RUSK CAPITAL MANAGEMENT LLC	7600 W TIDWELL RD STE 800	HOUSTON	TX	77040	_9414811898765897456071	03.15.2021
FINA OIL AND CHEMICAL COMPANY	P O BOX 200669	HOUSTON	TX	77216	_9414811898765897456415	03.15.2021
AVALANCHE ROYALTY PARTNERS LLC	100 SAINT PAUL ST SUITE 305	DENVER	CO	80206	_9414811898765897456453	03.15.2021
VISION ENERGY INC	PO BOX 2459	CARLSBAD	NM	88221	_9414811898765897456460	03.15.2021
SANTA ELENA MINERALS IV LP	P O BOX 2063	MIDLAND	TX	79702	_9414811898765897456422	03.15.2021
GUADALUPE LAND & MINERALS LLC	PO BOX 960489	EL PASO	TX	79996	_9414811898765897456408	03.15.2021
ROBRO ROYALTY PARTNERS LTD	P O BOX 671099	DALLAS	TX	75367	_9414811898765897456491	03.15.2021
MOBIL PRODUCING TEXAS AND NEW MEXICO INC	22777 SPRINGWOODS VILLAGE PKWY	SPRING	TX	77389	_9414811898765897456446	03.15.2021
GORDA SOUND ROYALTIES LP	PO BOX 671099	DALLAS	TX	75367	_9414811898765897456484	03.15.2021
CORNERSTONE FAMILY TRUST CO JOHN THOMA	PO BOX 17656	GOLDEN	CO	80402	_9414811898765897456439	03.15.2021
CRADEN ENERGY LP	3100 RICHMOND AVE SUITE 250	HOUSTON	TX	77098	_9414811898765897456477	03.15.2021
ROBERT E HIBBERT II	1800 ST JAMES PLACE SUITE 465	HOUSTON	TX	79056	_9414811898765897456514	03.15.2021
YMC ROYALTY COMPANY LP	PO BOX 681062	HOUSTON	TX	77268	_9414811898765897456552	03.15.2021

# Carlsbad Current Argus.

PART OF THE USA TODAY NETWORK

## Affidavit of Publication

Ad # 0004638724

This is not an invoice

### OXY USA INC

5 GREENWAY PLAZA OFFICE 29.076

HOUSTON, TX 77046

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

03/11/2021



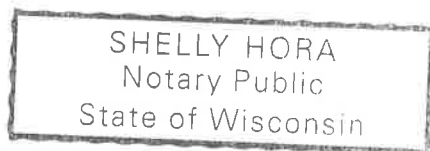
Legal Clerk

Subscribed and sworn before me this March 11, 2021:


State of WI, County of Brown  
NOTARY PUBLIC

8-25-23

My commission expires



### Notice of Application for Surface Commingling

OXY USA INC located at 5 Greenway Plaza, Suite 110 Houston TX 77046 is applying to the NMOC for a surface commingle permit for gas production. The facilities are located in Eddy County in Sections 6, 15, 17, 20, 21, 22 and 28 in T24S R29E. Wells going to these batteries are located in Sections 3, 6, 7, 8, 9, 10, 15, 16, 17, 20, 21, 22, 23, 24, 27, 28 and 29 in T24S R29E. Production is from the Purple Sage; Wolfcamp, Pierce Crossing; Bone Spring, East, Pierce Crossing; Bone Spring, Cedar Canyon; Bone Spring, Cedar Canyon; Delaware and Corral Draw; Bone Spring.

Pursuant to Statewide Rule 19.15.12.10, interested parties must file objections or requests for hearing in writing with the division's Santa Fe office within 20 days after publication, or the NMOC may approve the application.

For questions pertaining to the application, please contact Kathleen Mowery at (713) 366-5109.

#4638724, Current Argus,  
Mar. 11, 2021

Ad # 0004638724

PO #: OXY USA INC

# of Affidavits 1

This is not an invoice

**From:** [Musallam, Sandra C](#)  
**To:** [Mowery, Kathleen S](#); [McClure, Dean, EMNRD](#)  
**Subject:** RE: [EXT] FW: Automatic reply: Fwd: FW: Notification Only for Gas Commingle in Cedar Canyon Area  
**Date:** Tuesday, April 6, 2021 7:05:40 AM  
**Attachments:** [image003.jpg](#)

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Hello Dean,  
The commingle package was delivered to BLM yesterday. Thanks!



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

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**From:** Mowery, Kathleen S <[Kathleen\\_Mowery@oxy.com](mailto:Kathleen_Mowery@oxy.com)>  
**Sent:** Tuesday, April 06, 2021 7:30 AM  
**To:** McClure, Dean, EMNRD <[Dean.McClure@state.nm.us](mailto:Dean.McClure@state.nm.us)>  
**Cc:** Musallam, Sandra C <[Sandra\\_Musallam@oxy.com](mailto:Sandra_Musallam@oxy.com)>  
**Subject:** RE: [EXT] FW: Automatic reply: Fwd: FW: Notification Only for Gas Commingle in Cedar Canyon Area

I meant to include the tracking number! Sorry about that.

7019 0700 0000 0995 3840

---

**From:** McClure, Dean, EMNRD <[Dean.McClure@state.nm.us](mailto:Dean.McClure@state.nm.us)>  
**Sent:** Monday, April 5, 2021 5:48 PM  
**To:** Mowery, Kathleen S <[Kathleen\\_Mowery@oxy.com](mailto:Kathleen_Mowery@oxy.com)>  
**Cc:** Musallam, Sandra C <[Sandra\\_Musallam@oxy.com](mailto:Sandra_Musallam@oxy.com)>  
**Subject:** [EXTERNAL] RE: [EXT] FW: Automatic reply: Fwd: FW: Notification Only for Gas Commingle in Cedar Canyon Area

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

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Hello Kathleen,

Is there a document which was intended to be attached to this email?

Dean McClure  
Petroleum Engineer, Oil Conservation Division

New Mexico Energy, Minerals and Natural Resources Department  
(505) 469-8211

---

**From:** Mowery, Kathleen S <[Kathleen\\_Mowery@oxy.com](mailto:Kathleen_Mowery@oxy.com)>  
**Sent:** Monday, April 5, 2021 6:10 AM  
**To:** McClure, Dean, EMNRD <[Dean.McClure@state.nm.us](mailto:Dean.McClure@state.nm.us)>  
**Cc:** Musallam, Sandra C <[Sandra\\_Musallam@oxy.com](mailto:Sandra_Musallam@oxy.com)>  
**Subject:** RE: [EXT] FW: Automatic reply: Fwd: FW: Notification Only for Gas Commingle in Cedar Canyon Area

Good Morning Dean,

Please see the tracking # for the Gas Commingles in the Cedar Canyon & Sand Dunes area. We mailed both packets at the same time.

Thanks,  
Kathleen

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**From:** Mowery, Kathleen S  
**Sent:** Friday, April 2, 2021 1:53 PM  
**To:** McClure, Dean, EMNRD <[Dean.McClure@state.nm.us](mailto:Dean.McClure@state.nm.us)>  
**Cc:** Musallam, Sandra C <[Sandra\\_Musallam@oxy.com](mailto:Sandra_Musallam@oxy.com)>  
**Subject:** RE: [EXT] FW: Automatic reply: Fwd: FW: Notification Only for Gas Commingle in Cedar Canyon Area

Dean,

It appears as though the automated notice doesn't have all of the features that you mentioned. In light of time we will mail the applications to the BLM and provide tracking numbers once mailed. We'll send you the tracking numbers for the applicable packets once we have them.

Thanks,  
Kathleen

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**From:** McClure, Dean, EMNRD <[Dean.McClure@state.nm.us](mailto:Dean.McClure@state.nm.us)>  
**Sent:** Friday, April 2, 2021 10:06 AM  
**To:** Mowery, Kathleen S <[Kathleen\\_Mowery@oxy.com](mailto:Kathleen_Mowery@oxy.com)>  
**Subject:** [EXTERNAL] RE: [EXT] FW: Automatic reply: Fwd: FW: Notification Only for Gas Commingle in Cedar Canyon Area

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

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Hello Kathleen,

Is it finished? I was under the impression from my discussion with Jonathon that the email chain for which the system is replying would be attached to the email in some manner. As such I was picturing a paragraph from the operator with a brief description of the project either down below like you see when you manually

reply to an email or baring that as an attachment. Then the intent is that the original email to the BLM will have the application packet itself as an attachment for their records although documentation of this attachment would not be required within the reply that the operator then sends to the OCD.

If there are technical limitations to that then that would leave only the subject line to contain enough information to link the email to a specific application.

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

---

**From:** Mowery, Kathleen S <[Kathleen\\_Mowery@oxy.com](mailto:Kathleen_Mowery@oxy.com)>  
**Sent:** Friday, April 2, 2021 6:32 AM  
**To:** McClure, Dean, EMNRD <[Dean.McClure@state.nm.us](mailto:Dean.McClure@state.nm.us)>  
**Subject:** [EXT] FW: Automatic reply: Fwd: FW: Notification Only for Gas Commingle in Cedar Canyon Area

FYI. This is the BLMs proof of notice for the CC gas commingle (PLC-750).

---

**From:** BLM\_NM\_CFO\_NMOCD\_Notifications <[BLM\\_NM\\_CFO\\_NMOCD\\_Notifications@blm.gov](mailto:BLM_NM_CFO_NMOCD_Notifications@blm.gov)>  
**Sent:** Friday, April 2, 2021 7:30 AM  
**To:** Kst3268 15 <[kst3268@gmail.com](mailto:kst3268@gmail.com)>  
**Subject:** Automatic reply: [EXTERNAL] Fwd: FW: Notification Only for Gas Commingle in Cedar Canyon Area

The Bureau of Land Management's Carlsbad Field Office acknowledges receipt of notice of your application to the state of New Mexico's Oil Conservation Division with this email.



## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of September, 2018, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

Township 24 South, Range 29 East, NMPM  
Section 20: E/2 W/2  
Section 17: E/2 SW/4

Eddy County, New Mexico

Containing **240.00** acres, and this agreement shall include only the Bone Spring underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be OXY USA Inc, as Operator, 5 Greenway Plaza, Suite 110, Houston, TX 77046-0521. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day,

such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is September 1, 2018, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their

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

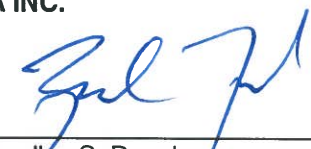


12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that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

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

OPERATOR:

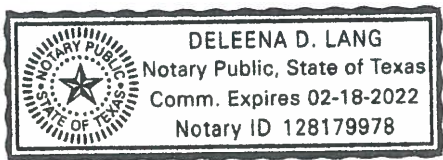
OXY USA INC.

DATE: 9/26/18

BY:   
Bradley S. Dusek  
Attorney-in-Fact   


STATE OF TEXAS                    )  
  )  
COUNTY OF HARRIS            )

This instrument was acknowledged before me on September 26, 2018, by BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.

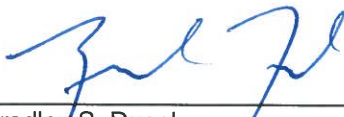


  
Notary Public in and for the State of Texas

LESSEE & OPERTING RIGHTS OWNER OF RECORD NMNM 094651

OXY USA INC.

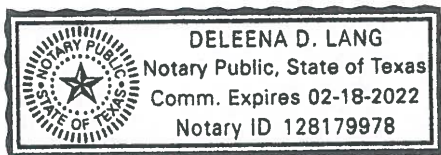
DATE: 9/26/18

BY:   
Bradley S. Dusek  
Attorney-in-Fact 



STATE OF TEXAS                    )  
  )  
COUNTY OF HARRIS                )

This instrument was acknowledged before me on September 26, 20  
18, by BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY USA INC., a Delaware  
corporation, on behalf of said corporation.



Deleena D. Lang  
Notary Public in and for the State of Texas

**LESSEE RIGHTS OWNER OF RECORD NMNM 017224**

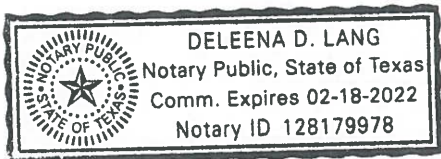
**OXY USA INC.**

DATE: 9/26/18

BY: Bradley S. Dusek  
Bradley S. Dusek  
Attorney-in-Fact  
*[Handwritten initials]*

STATE OF TEXAS                    )  
  )  
COUNTY OF HARRIS                )

This instrument was acknowledged before me on September 26, 20  
18, by BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY USA INC., a Delaware  
corporation, on behalf of said corporation.



Deleena D. Lang  
Notary Public in and for the State of Texas



**OPERATING RIGHTS OWNERS OF RECORD NMNM 017224**

**Occidental Permian Limited Partnership**  
By Occidental Permian Manager LLC,  
General Partner

DATE: 9/26/18

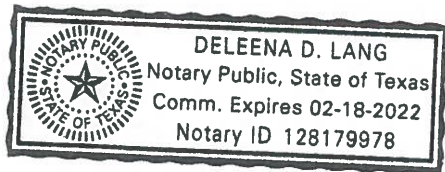
BY: [Signature]  
Bradley S. Dusek  
Attorney-in-Fact

*and*  
*JSB*

STATE OF TEXAS           )  
  )  
COUNTY OF HARRIS       )

This instrument was acknowledged before me on September 26, 2018, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of Occidental Permian Manager LLC, a Delaware  
limited liability company, as General Partner of Occidental Permian Limited Partnership, a Texas  
limited partnership, on behalf of Occidental Permian Limited Partnership.

[Signature]  
Notary Public in and for the State of Texas



**OXY USA INC.**

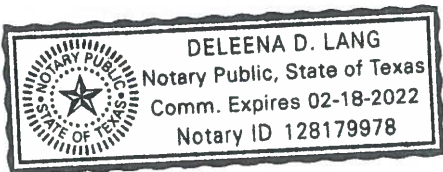
DATE: 9/26/18

BY: [Signature]  
Bradley S. Dusek  
Attorney-in-Fact

*and*  
*JSB*

STATE OF TEXAS           )  
  )  
COUNTY OF HARRIS       )

This instrument was acknowledged before me on September 26, 2018, by BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.



[Signature]  
Notary Public in and for the State of Texas

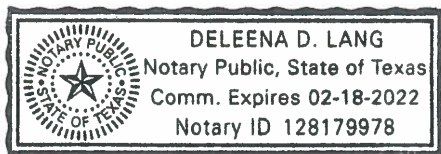
OXY Y-1 Company

DATE: 9/26/18

BY: [Signature]  
Bradley S. Dusek  
Attorney-in-Fact  
[Signature]  
JVS

STATE OF TEXAS           )  
  )  
COUNTY OF HARRIS       )

This instrument was acknowledged before me on September 26, 2018, by BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY Y-1 Company., a New Mexico corporation, on behalf of said corporation.




[Signature]  
Notary Public in and for the State of Texas


## EXHIBIT "A"


Attached to and made a part of that certain Communitization Agreement dated 9/1/2018, by  
OXY USA Inc., embracing the E/2 W/2 of Section 20 & the E/2 SW/4 Section 17, Township 24  
South, Range 29 East NMPM, Eddy County, New Mexico.

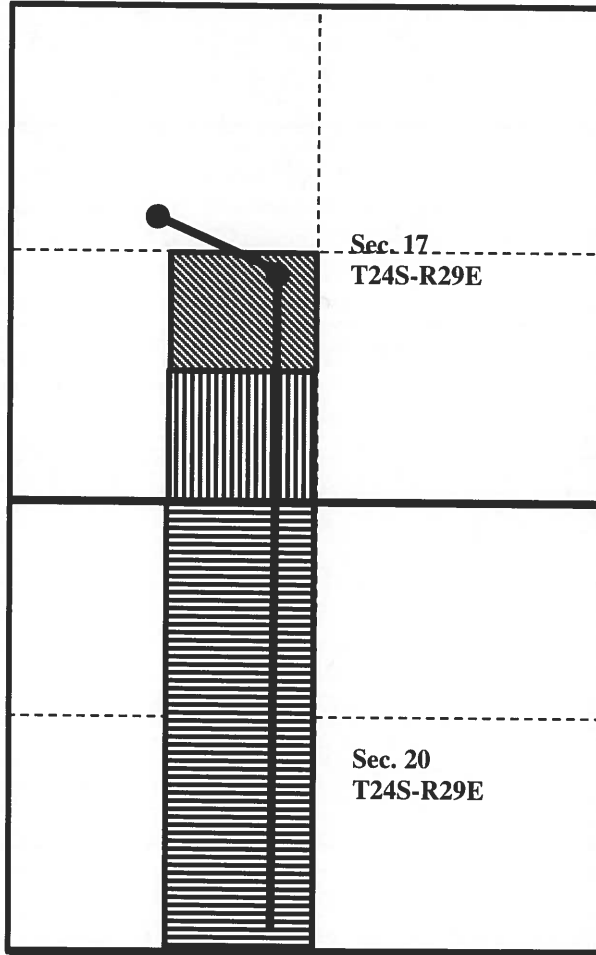
### Salt Ridge CC 20-17 Fed Com #23H

Salt Ridge CC 20-17 Fed Com #23H  
SHL: 2409' FNL 1352' FWL  
Sec. 17, T24S-R29E  
BHL: 180' FSL 2200' FWL  
Sec. 20, T24S-R29E

 Tract 1  
Fee Lease  
NE/4 SW/4 - Sec. 17, T24S-R29E - 40.00 acres

 Tract 2  
Federal Lease No. NMNM 094651  
SE/4 SW/4- Sec. 17, T24S-R29E - 40.00 acres

 Tract 3  
Federal Lease No. NMNM 017224  
E/2 W/2 - Sec. 20, T24S-R29E - 160.00 acres



**EXHIBIT "B"**

Attached to and made a part of that certain Communitization Agreement dated 9/1/2018, by OXY USA Inc., embracing the E/2 W/2 of Section 20 & the E/2 SW/4 Section 17, Township 24 South, Range 29 East NMPM, Eddy County, New Mexico.

Operator of Communitized Area: OXY USA Inc.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: Fee Lease

Description of Land Committed: Township 24 South, Range 29 East,  
Section 17: NE/4 SW/4

Number of Acres: 40.00 acres

Name of Working Interest Owners: OXY USA Inc. - 72.9650%  
OXY USA WTP Limited Partnership - 17.2238%  
GD McKinney Investments LP – 4.8111%  
DRW Energy, LLC - 1.0000%  
B. Jack Reed - 1.0000%  
Beryl Oil & Gas, LP - 1.0000%  
Leopard Petroleum, L.P. - 1.0000%  
M'lissa L. McKinney Schoening - 1.0000%

Tract No. 2

Lease Serial Number: NMNM 094651

Description of Land Committed: Township 24 South, Range 29 East,  
Section 17: SE/4 SW/4

Number of Gross Acres: 40.00 acres

Name of Working Interest Owners: Oxy USA Inc. – 100.00%

Tract No. 3

Lease Serial Number: NMNM 017224

Description of Land Committed: Township 24 South, Range 29 East,  
Section 20: E/2 W/2

Number of Gross Acres: 160.00 acres

Name of Working Interest Owners: OXY USA Inc. - 60.156250%  
Occidental Permian Limited Partnership -  
13.281250%  
OXY Y-1 Company - 26.56250%

## RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	40.00	16.6667%
2	40.00	16.6667%
3	<u>160.00</u>	<u>66.6666%</u>
Total	240.00	100.0000%



## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of September, 2018, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

Township 24 South, Range 29 East, NMPM  
Section 20: W/2 W/2  
Section 17: W/2 SW/4

Eddy County, New Mexico

Containing **240.00** acres, and this agreement shall include only the Bone Spring underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be OXY USA Inc, as Operator, 5 Greenway Plaza, Suite 110, Houston, TX 77046-0521. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day,

such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is September 1, 2018, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their

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

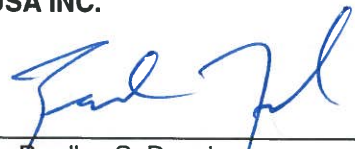

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that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

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

OPERATOR:

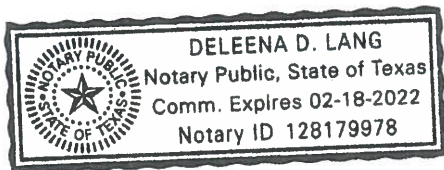
OXY USA INC.

DATE: 9/26/18

BY:   
Bradley S. Dusek  
Attorney-in-Fact 

STATE OF TEXAS           )  
  )  
COUNTY OF HARRIS       )

This instrument was acknowledged before me on September 26, 2018, by BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.





  
Notary Public in and for the State of Texas

**LESSEE & OPERATING RIGHTS OWNER OF RECORD NMNM 094651**

OXY USA INC.

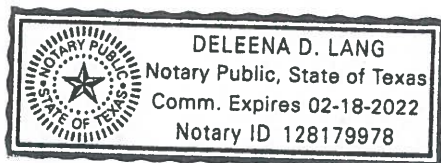
DATE: 9/26/18

BY:   
Bradley S. Dusek  
Attorney-in-Fact 



STATE OF TEXAS )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on September 26, 2018, by BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.



[Signature]  
Notary Public in and for the State of Texas

**LESSEE RIGHTS OWNER OF RECORD NMNM 017224**

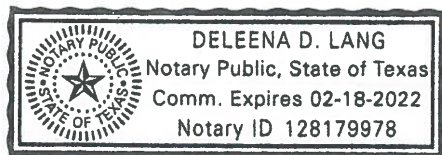
**OXY USA INC.**

DATE: 9/26/18

BY: [Signature]  
Bradley S. Dusek  
Attorney-in-Fact [Signature]

STATE OF TEXAS )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on September 26, 2018, by BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.



[Signature]  
Notary Public in and for the State of Texas

**OPERATING RIGHTS OWNERS OF RECORD NMNM 017224**

**Occidental Permian Limited Partnership**  
By Occidental Permian Manager LLC,  
General Partner

DATE: 9/26/18

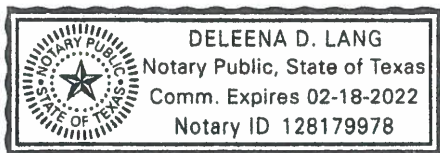
BY: [Signature]  
Bradley S. Dusek  
Attorney-in-Fact

[Signature]  
JVS

STATE OF TEXAS )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on September 26, 2018, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of Occidental Permian Manager LLC, a Delaware  
limited liability company, as General Partner of Occidental Permian Limited Partnership, a Texas  
limited partnership, on behalf of Occidental Permian Limited Partnership.

[Signature]  
Notary Public in and for the State of Texas



**OXY USA INC.**

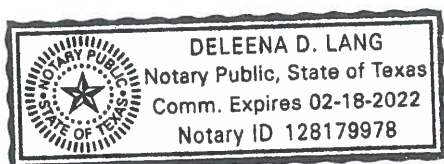
DATE: 9/26/18

BY: [Signature]  
Bradley S. Dusek  
Attorney-in-Fact

[Signature]  
JVS

STATE OF TEXAS )  
COUNTY OF HARRIS )

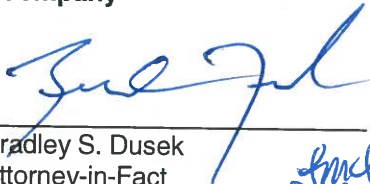
This instrument was acknowledged before me on September 26, 2018, by BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY USA INC., a Delaware  
corporation, on behalf of said corporation.



[Signature]  
Notary Public in and for the State of Texas

OXY Y-1 Company

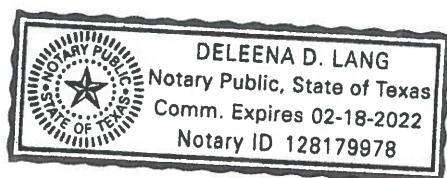
DATE: 9/26/18

BY:   
Bradley S. Dusek  
Attorney-in-Fact

img  
JVS

STATE OF TEXAS           )  
  )  
COUNTY OF HARRIS       )

This instrument was acknowledged before me on September 26, 2018, by BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY Y-1 Company., a New Mexico corporation, on behalf of said corporation.



  
Notary Public in and for the State of Texas

EXHIBIT "A"

Attached to and made a part of that certain Communitization Agreement dated 9/1/2018, by  
OXY USA Inc., embracing the W/2 W/2 of Section 20 & the W/2 SW/4 Section 17, Township 24  
South, Range 29 East NMPM, Eddy County, New Mexico.

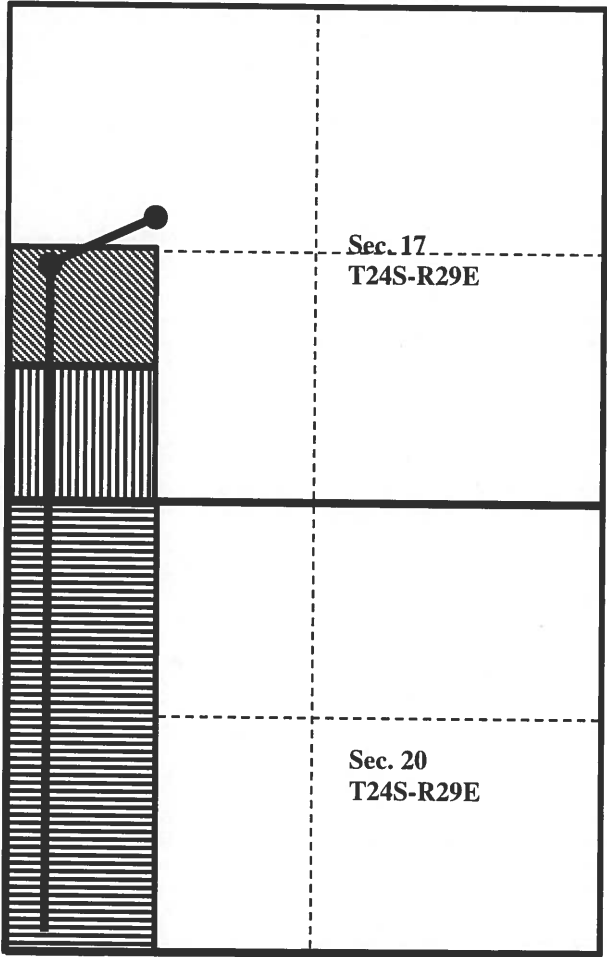
Salt Ridge CC 20-17 Fed Com #21H

Salt Ridge CC 20-17 Fed Com #21H  
SHL: 2359' FNL 1302' FWL  
Sec. 17, T24S-R29E  
BHL: 180' FSL 380' FWL  
Sec. 20, T24S-R29E

Tract 1  
Fee Lease  
NW/4 SW/4 - Sec. 17, T24S-R29E - 40.00 acres

Tract 2  
Federal Lease No. NMNM 094651  
SW/4 SW/4- Sec. 17, T24S-R29E - 40.00 acres

Tract 3  
Federal Lease No. NMNM 017224  
W/2 W/2 - Sec. 20, T24S-R29E - 160.00 acres



## EXHIBIT "B"

Attached to and made a part of that certain Communitization Agreement dated 9/1/2018, by OXY USA Inc., embracing the W/2 W/2 of Section 20 & the W/2 SW/4 Section 17, Township 24 South, Range 29 East NMPM, Eddy County, New Mexico.

Operator of Communitized Area: OXY USA Inc.

### DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

Lease Serial Number: Fee Lease

Description of Land Committed: Township 24 South, Range 29 East,  
Section 17: NW/4 SW/4

Number of Acres: 40.00 acres

Name of Working Interest Owners: OXY USA Inc. - 72.9650%  
OXY USA WTP Limited Partnership - 17.2238%  
GD McKinney Investments LP - 4.8111%  
DRW Energy, LLC - 1.0000%  
B. Jack Reed - 1.0000%  
Beryl Oil & Gas, LP - 1.0000%  
Leopard Petroleum, L.P. - 1.0000%  
M'lissa L. McKinney Schoening - 1.0000%

#### Tract No. 2

Lease Serial Number: NMNM 094651

Description of Land Committed: Township 24 South, Range 29 East,  
Section 17: SW/4 SW/4

Number of Gross Acres: 40.00 acres

Name of Working Interest Owners: OXY USA Inc. - 100.00%



Tract No. 3

Lease Serial Number:	NMNM 017224
Description of Land Committed:	Township 24 South, Range 29 East, Section 20: W/2 W/2
Number of Gross Acres:	160.00 acres
Name of Working Interest Owners:	OXY USA Inc. - 60.156250% Occidental Permian Limited Partnership - 13.281250% OXY Y-1 Company - 26.56250%

## RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	40.00	16.6667%
2	40.00	16.6667%
3	<u>160.00</u>	<u>66.6666%</u>
Total	240.00	100.0000%

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

Run Date/Time: 10/27/2020 10:11 AM

Page 1 Of 1

01 02-25-1920;041STAT0437;30USC181

Case Type 318310: O&amp;G COMMUNITIZATION AGRMT

Commodity 459: OIL &amp; GAS

Case Disposition: PENDING

Case File Juris:

Total Acres:

637.330

Serial Number

NMNM 141238

Name & Address						Serial Number: NMNM-- - 141238
						Int Rel % Interest
BLM NMSO	301 DINOSAUR TRL	SANTA FE	NM	875081560	OFFICE OF RECORD	0.000000000
OXY USA INC	5 GREENWAY PLZ STE 110	HOUSTON	TX	770460521	OPERATOR	100.000000000

Serial Number: NMNM-- - 141238							
Mer	Twp	Rng	Sec	SType	Nr	Suff	Subdivision
23	0240S	0290E	006	ALIQ			SENW,E2SW;
23	0240S	0290E	006	LOTS			3-7;
23	0240S	0290E	007	ALIQ			W2;

## Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 141238

Serial Number: NMNM-- - 141238			
Act Date	Act Code	Action Txt	Action Remarks
04/01/2019	387	CASE ESTABLISHED	
04/01/2019	516	FORMATION	WOLFCAMP;
12/11/2019	580	PROPOSAL RECEIVED	CA RECD;

Line Number	Remark Text	Serial Number: NMNM-- - 141238
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NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

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

Run Date/Time: 2/21/2021 16:02 PM

Page 2 Of 4

**01 02-25-1920;041STAT0437;30USC181**  
**Case Type 318310: O&G COMMUNITIZATION**  
**AGRMT**  
**Commodity 459: OIL & GAS**  
**Case Disposition: PENDING**

**Total Acres:**  
**637.330**

**Serial Number**  
**NMNM 141239**

Case File Juris:

						<b>Serial Number: NMNM-- - 141239</b>	
<b>Name &amp; Address</b>						<b>Int Rel</b>	<b>% Interest</b>
BLM NMSO	301 DINOSAUR TRL	SANTA FE	NM	875081560	OFFICE OF RECORD		0.000000000
OXY USA INC	5 GREENWAY PLZ STE 110	HOUSTON	TX	770460521	OPERATOR		100.000000000

									Serial Number: NMNM-- - 141239		
Mer	Twp	Rng	Sec	S	Type	Nr	Suff	Subdivision	District/ Field Office	County	Mgmt Agency
23	0240S	0290E	006	ALIQ				SENV,E2SW;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT
23	0240S	0290E	006	LOTS				3-7;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT
23	0240S	0290E	007	ALIQ				W2;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT

**Relinquished/Withdrawn Lands****Serial Number: NMNM-- - 141239**

				<b>Serial Number: NMNM-- - 141239</b>	
<b>Act Date</b>	<b>Act Code</b>	<b>Action Txt</b>	<b>Action Remarks</b>	<b>Pending Off</b>	
04/01/2019	387	CASE ESTABLISHED			
04/01/2019	516	FORMATION	BONE SPRING;		
12/11/2019	580	PROPOSAL RECEIVED	CA RECD;		

<b>Line Number</b>	<b>Remark Text</b>	<b>Serial Number: NMNM-- - 141239</b>
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NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

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

Run Date/Time: 10/27/2020 10:17 AM

Page 1 Of 1

01 02-25-1920;041STAT0437;30USC181

Case Type 318310: O&amp;G COMMUNITIZATION AGRMT

Commodity 459: OIL &amp; GAS

Case Disposition: PENDING

Case File Juris:

Total Acres:

639.880

Serial Number

NMNM 141240

Name & Address						Serial Number: NMNM-- - 141240
						Int Rel % Interest
BLM NMSO	301 DINOSAUR TRL	SANTA FE	NM	875081560	OFFICE OF RECORD	0.000000000
OXY USA INC	5 GREENWAY PLZ STE 110	HOUSTON	TX	770460521	OPERATOR	100.000000000

Serial Number: NMNM-- - 141240											
Mer	Twp	Rng	Sec	S	Type	Nr	Suff	Subdivision	District/ Field Office	County	Mgmt Agency
23	0240S	0290E	006	ALIQ				S2NE,SE;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT
23	0240S	0290E	006	LOTS				1,2;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT
23	0240S	0290E	007	ALIQ				E2;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT

## Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 141240

Serial Number: NMNM-- - 141240			
Act Date	Act Code	Action Txt	Action Remarks
04/01/2019	387	CASE ESTABLISHED	
04/01/2019	516	FORMATION	WOLFCAMP;
12/11/2019	580	PROPOSAL RECEIVED	CA RECD;

Line Number	Remark Text	Serial Number: NMNM-- - 141240
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NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM



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

Run Date/Time: 10/27/2020 10:15 AM

Page 1 Of 1

01 02-25-1920;041STAT0437;30USC181

Case Type 318310: O&amp;G COMMUNITIZATION AGRMT

Commodity 459: OIL &amp; GAS

Case Disposition: PENDING

Case File Juris:

Total Acres:

639.880

Serial Number

NMNM 141241

						Serial Number: NMNM-- - 141241	
Name & Address						Int Rel	% Interest
BLM NMSO	301 DINOSAUR TRL	SANTA FE	NM	875081560	OFFICE OF RECORD		0.000000000
OXY USA INC	5 GREENWAY PLZ STE 110	HOUSTON	TX	770460521	OPERATOR		100.000000000

								Serial Number: NMNM-- - 141241	
Mer	Twp	Rng	Sec	S	Type	Nr	Suff	Subdivision	District/ Field Office
23	0240S	0290E	006		LOTS			1,2;	CARLSBAD FIELD OFFICE
23	0240S	0290E	006		ALIQ			S2NE,SE;	CARLSBAD FIELD OFFICE
23	0240S	0290E	007		ALIQ			E2;	CARLSBAD FIELD OFFICE
									County
									Mgmt Agency
									EDDY
									BUREAU OF LAND MGMT
									EDDY
									BUREAU OF LAND MGMT
									EDDY
									BUREAU OF LAND MGMT

## Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 141241

				Serial Number: NMNM-- - 141241	
Act Date	Act Code	Action Txt	Action Remarks	Pending Off	
04/01/2019	387	CASE ESTABLISHED			
04/01/2019	516	FORMATION	BONE SPRING;		
12/11/2019	580	PROPOSAL RECEIVED	CA RECD;		

Line Number	Remark Text	Serial Number: NMNM-- - 141241
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NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of April, 2019, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

Township 24 South, Range 29 East, NMPM  
Section 6: E/2  
Section 7: E/2

Eddy County, New Mexico

Containing **639.88** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation.

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

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day,

such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is April 1, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or

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

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

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

**OPERATOR:**

DATE: 4/5/19

**OXY USA INC.**

BY: 

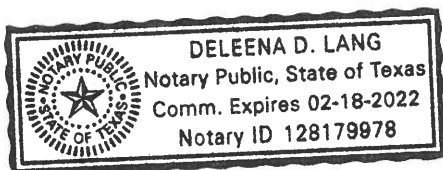
Bradley S. Dusek  
Attorney-in-Fact





STATE OF TEXAS )  
 )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on April 5<sup>th</sup>, 2019, by BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.



[Signature]  
Notary Public in and for the State of Texas

**OPERATING RIGHTS OWNER OF RECORD FOR LEASES NMNM 077018, NMNM 117551, NMNM 086905, NMLC-065970-C**

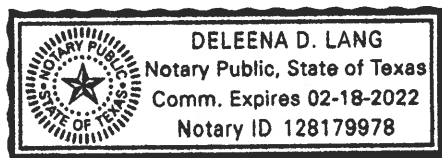
OXY USA INC.

DATE: 4/5/19

BY: [Signature]  
Bradley S. Dusek  
Attorney-in-Fact  
*one  
final  
JVS*

STATE OF TEXAS )  
 )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on April 5<sup>th</sup>, 2019, by BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.



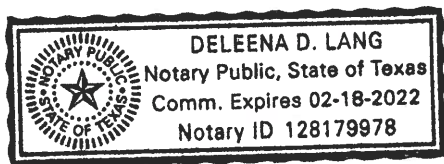
[Signature]  
Notary Public in and for the State of Texas

**OPERATING RIGHTS OWNER OF RECORD FOR LEASE NMNM 077018, NMNM 117551, NMNM 086905 & NMLC-065970-C**

**OXY USA WTP LIMITED PARTNERSHIP**  
By Occidental Permian Manager LLC,  
General Partner

DATE: 4/5/19BY: Bradley S. Dusek  
Attorney-in-Fact*me  
got  
JVS*STATE OF TEXAS           )  
  )  
COUNTY OF HARRIS       )

This instrument was acknowledged before me on April 5<sup>th</sup>, 2019, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OCCIDENTAL PERMIAN MANAGER LLC., a  
 Delaware limited liability company, on behalf of **OXY USA WTP LIMITED PARTNERSHIP**, a  
 Delaware limited partnership.



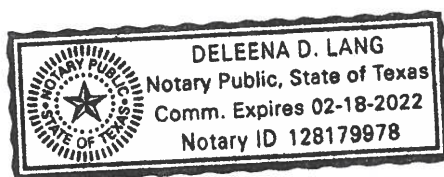
  
 Notary Public in and for the State of Texas

**OPERATING RIGHTS OWNER OF RECORD FOR LEASES NMNM 077018, NMNM 117551,  
 NMNM 086905 & NMLC-065970-C**

**OCCIDENTAL PERMIAN LIMITED PARTNERSHIP**  
 By Occidental Permian Manager LLC,  
 Its General Partner

DATE: 4/5/19BY: Bradley S. Dusek  
Attorney-in-Fact*me  
got  
JVS*STATE OF TEXAS           )  
  )  
COUNTY OF HARRIS       )

This instrument was acknowledged before me on April 5<sup>th</sup>, 2019, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OCCIDENTAL PERMIAN MANAGER LLC., a  
 Delaware limited liability company, on behalf of **OCCIDENTAL PERMIAN LIMITED  
 PARTNERSHIP**, a Texas limited partnership.



  
 Notary Public in and for the State of Texas

**OPERATING RIGHTS OWNER OF RECORD FOR LEASES NMNM 077018 & NMNM 117551****OXY Y-1 COMPANY**DATE: 4/5/19

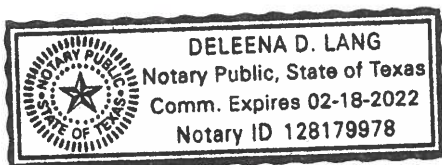
BY: \_\_\_\_\_

Bradley S. Dusek  
Attorney-in-Fact

NS

STATE OF Texas )COUNTY OF Harris )

This instrument was acknowledged before me on April 5th, 2019, by  
**BRADLEY S. DUSEK, ATTORNEY-IN-FACT** of **OXY Y-1 COMPANY**., a New Mexico  
 corporation, on behalf of said corporation.



Deleena D. Lang  
 Notary Public in and for the State of Texas

**LESSEE OWNER OF RECORD AND OPERATING RIGHTS OWNER OF RECORD FOR  
 LEASES NMNM 117551 & NMNM 086905 AND LESSEE OWNER OF RECORD FOR LEASE  
 NMLC-065970-C****COG OPERATING LLC**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_, as \_\_\_\_\_ of **COG**  
**OPERATING LLC**., a \_\_\_\_\_ limited liability company, on behalf of said  
 limited liability company.

Notary Public in and for the State of Texas  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**LESSEE OWNER OF RECORD FOR LEASES NMNM 077018 & NMNM 117551**

**DEVON ENERGY PRODUCTION COMPANY, LP**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of **DEVON**  
**ENERGY PRODUCTION COMPANY, LP**, a \_\_\_\_\_ limited partnership, on  
behalf of said limited partnership.

Notary Public in and for the State of \_\_\_\_\_  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**LESSEE OWNER OF RECORD FOR LEASE NMNM 086905, NMNM 077018 & NMNM 117551**

**MEWBOURNE OIL COMPANY**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of **MEWBOURNE OIL COMPANY.**, a \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**LESSEE OWNER OF RECORD FOR LEASE NMLC-065970-C**

**JACK MAY**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by **JACK MAY.**

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**LESSEE OWNER OF RECORD FOR LEASE NMLC-065970-C**

**WILLIAM J. FINCH**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )





COUNTY OF \_\_\_\_\_ )  
 )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_, as \_\_\_\_\_ of **UTI ENERGY CORPORATION**,  
 a \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
 Notary Public in and for the State of \_\_\_\_\_  
 Notary's name Printed: \_\_\_\_\_  
 Notary's commission expires: \_\_\_\_\_

**OPERATING RIGHTS AND LESSEE OWNER OF RECORD FOR LEASE NMLC-065970-C**

**THE RICHARD K. BARR FAMILY TRUST**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
 COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_, as Trustee on behalf of **THE RICHARD K. BARR FAMILY TRUST**.

\_\_\_\_\_  
 Notary Public in and for the State of \_\_\_\_\_  
 Notary's name Printed: \_\_\_\_\_  
 Notary's commission expires: \_\_\_\_\_

**OPERATING RIGHTS AND LESSEE OWNER OF RECORD FOR LEASE NMLC-065970-C**

**THE SCOTT E. WILSON BYPASS TRUST**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as Trustee on behalf of **THE SCOTT E. WILSON BYPASS TRUST.**

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**OPERATING RIGHTS AND LESSEE OWNER OF RECORD FOR LEASE NMLC-065970-C**

**MAGNUM HUNTER PRODUCTION INC.,  
A WHOLLY OWNED SUBSIDIARY OF CIMAREX  
ENERGY CO.**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_, of **MAGNUM HUNTER  
PRODUCTION INC., A WHOLLY OWNED SUBSIDIARY OF CIMAREX ENERGY CO.,** a  
Delaware corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**LESSEE OWNER OF RECORD FOR LEASE NMLC-065970-C**

**BETTY FROST HAYES**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
**BETTY FROST HAYES.**

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**LESSEE OWNER OF RECORD FOR LEASE NMLC-065970-C**

**NORMA FROST HURLEY**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
**NORMA FROST HURLEY.**

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**LESSEE OWNER OF RECORD FOR LEASE NMLC-065970-C**

**DEMOVA FROST PETERS**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

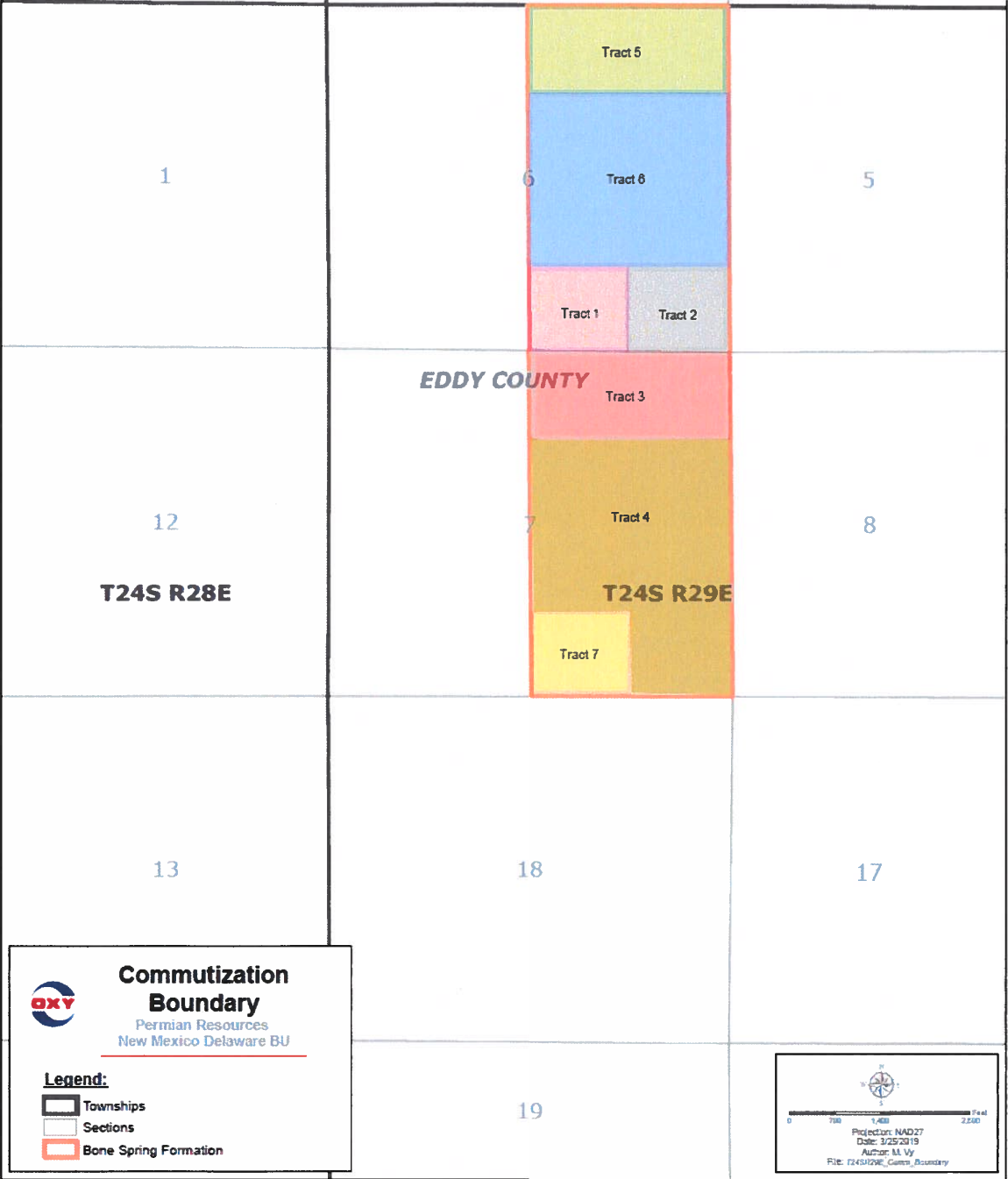
This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
**DEMOVA FROST PETERS.**

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_



# EXHIBIT "A"

Plat of communitized area covering **639.88** acres in Township 24 South, Range 29 East, E/2  
Section 6 & 7, Eddy County, New Mexico.



## EXHIBIT "B"

To Communitization Agreement Dated April 1, 2019 embracing the following described land in E/2 Section 6 & 7, Township 24 South, Range 29 East, Eddy County, New Mexico.

Operator of Communitized Area: OXY USA Inc.

### DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

Lease Serial Number: NMNM 077018

Description of Land Committed: Township 24 South, Range 29 East,  
Section 6: SW/4SE/4

Number of Acres: 40 acres

Name of Working Interest Owners: OXY USA Inc. – 49.5%  
OXY USA WTP LP – 28.0%  
Occidental Permian Limited Partnership – 14.5%  
OXY Y-1 Company – 8.0%

#### Tract No. 2

Lease Serial Number: NMNM 117551

Description of Land Committed: Township 24 South, Range 29 East,  
Section 6: SE/4SE/4

Number of Gross Acres: 40 acres

Name of Working Interest Owners: OXY USA Inc. – 51.61542%  
OXY Y-1 Company – 8.62752%  
OXY USA WTP LP – 24.12102%  
Occidental Permian Limited Partnership –  
12.43404%  
COG Operating LLC – 3.202%

Tract No. 3

Lease Serial Number: NMNM 86905

Description of Land Committed: Township 24 South, Range 29 East,  
Section 7: N/2NE/4

Number of Gross Acres: 80 acres

Name of Working Interest Owners: OXY USA Inc. – 13.808116%  
OXY USA WTP LP – 47.465399%  
Occidental Permian Limited Partnership –  
25.027211%  
COG Operating LLC – 12.525051%  
The Scott E. Wilson Bypass Trust – 1.174223%

Tract No. 4

Lease Serial Number: LC-065970-C

Description of Land Committed: Township 24 South, Range 29 East,  
Section 7: S/2N/2, N/2S/2 & SE/4SE/4

Number of Gross Acres: 200 acres

Name of Working Interest Owners: As to S/2N/2:  
OXY USA Inc. – 13.808116%  
OXY USA WTP LP – 47.465399%  
Occidental Permian Limited Partnership –  
25.027211%  
COG Operating LLC – 12.525051%  
The Scott E. Wilson Bypass Trust – 1.174223%

As to N/2S/2 & SE/4SE/4:  
OXY USA Inc. – 91.54382%  
Magnum Hunter Production Inc. – 7.5188%  
The Richard K. Barr Family Trust – 0.46869%  
The Scott E. Wilson Bypass Trust – 0.46869%

Tract No. 5

Description of Land Committed: Fee lease covering Lots 1-2 Section 6,

Township 24 South, Range 29 East, NMPM

Number of Gross Acres: 79.88 acres

**Lease No. 1**

Lessor: D.S. Harroun, et al  
Lessee of Record: Skelly Oil Company  
OXY Lease No.: 63021514  
Date of Lease: 2/2/1972

**Tract No. 6**

Description of Land Committed: Fee lease covering N/2SE/4 & S/2NE/4 Section 6  
Township 24 South, Range 29 East, NMPM

Number of Gross Acres: 160 acres

**Lease No. 1**

Lessor: Farmers National Company, Trustee of the Dorothy  
Harroun Irrevocable Trust  
Lessee of Record: Devon Energy Production Company, L.P.  
OXY Lease No.: 63006810  
Date of Lease: 9/4/2013

**Lease No. 2**

Lessor: D. Stuart Harroun, Jr., Trustee of the D. Stuart  
Harroun, Jr. Revocable Trust  
Lessee of Record: Devon Energy Production Company, L.P.  
OXY Lease No.: 63006812  
Date of Lease: 2/27/2013

**Lease No. 3**

Lessor: Janet Elizabeth Vogt  
Lessee of Record: Devon Energy Production Company, L.P.  
OXY Lease No.: 63010377  
Date of Lease: 11/6/2012

**Lease No. 4**

Lessor: Judith Gene Hanttula  
Lessee of Record: Devon Energy Production Company, L.P.  
OXY Lease No.: 63010499  
Date of Lease: 11/6/2012

**Lease No. 5**

Lessor: Jeffrey Caswell Neal  
Lessee of Record: Devon Energy Production Company, L.P.  
OXY Lease No.: 63006813  
Date of Lease: 11/14/2012

**Lease No. 6**

Lessor: Tara L. Keene  
Lessee of Record: Devon Energy Production Company, L.P.  
OXY Lease No.: 63006811  
Date of Lease: 11/6/2012

**Lease No. 7**

Lessor: Piper L. Nelms  
Lessee of Record: Devon Energy Production Company, L.P.  
OXY Lease No.: 63010395  
Date of Lease: 12/13/2012

**Lease No. 8**

Lessor: J.M. Mineral & Land Co., Inc.  
Lessee of Record: Mewbourne Oil Company  
OXY Lease No.: 63006800  
Date of Lease: 12/1/2017

**Lease No. 9**

Lessor: Magnolia Royalty Company, Inc.  
Lessee of Record: Mewbourne Oil Company  
OXY Lease No.: 63009934  
Date of Lease: 12/1/2017

**Lease No. 10**

Lessor: Eric D. Boyt and wife, Valerie Boyt  
Lessee of Record: Mewbourne Oil Company  
OXY Lease No.: 63010247  
Date of Lease: 12/1/2017

**Lease No. 11**

Lessor: Herman Clifford Walker, III and wife, Marcia Walker  
Lessee of Record: Mewbourne Oil Company  
OXY Lease No.: 63010340  
Date of Lease: 12/1/2017

**Tract No. 7**

Description of Land Committed: Fee lease covering SW/4SE/4 Section 7,

Township 24 South, Range 29 East, NMPM

Number of Gross Acres: 40 acres

**Lease No. 1**

Lessor: D.S. Harroun, et al  
Lessee of Record: Skelly Oil Company  
OXY Lease No.: 63024823  
Date of Lease: 2/2/1972

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	40.00	6.2512%
2	40.00	6.2512%
3	80.00	12.5023%
4	200.00	31.2558%
5	79.88	12.4836%
6	160.00	25.0047%
<u>7</u>	<u>40.00</u>	<u>6.2512%</u>
Total	639.88	100.0000%



## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of April, 2019, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

Township 24 South, Range 29 East, NMPM  
Section 6: E/2  
Section 7: E/2

Eddy County, New Mexico

Containing **639.88** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation.

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

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day,

such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is April 1, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or

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

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


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

**OPERATOR:**

**OXY USA INC.**

DATE: 4/5/19

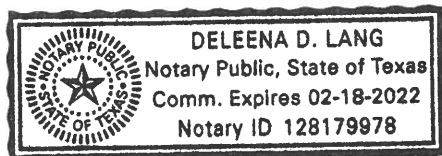
BY: \_\_\_\_\_

  
Bradley S. Dusek  
Attorney-in-Fact



STATE OF TEXAS )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on April 5<sup>th</sup>, 2019, by BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.



[Signature]  
Notary Public in and for the State of Texas

**OPERATING RIGHTS OWNER OF RECORD FOR LEASES NMNM 077018, NMNM 117551, NMNM 086905, NMLC-065970-C**

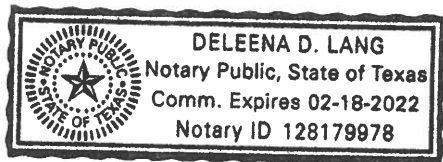
OXY USA INC.

DATE: 4/5/19

BY: [Signature]  
Bradley S. Dusek  
Attorney-in-Fact

STATE OF TEXAS )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on April 5<sup>th</sup>, 2019, by BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.



[Signature]  
Notary Public in and for the State of Texas

**OPERATING RIGHTS OWNER OF RECORD FOR LEASE NMNM 077018, NMNM 117551, NMNM 086905 & NMLC-065970-C**

**OXY USA WTP LIMITED PARTNERSHIP**  
By Occidental Permian Manager LLC,  
General Partner



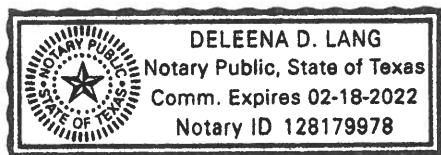
DATE: 4/5/19

BY:   
Bradley S. Dusek  
Attorney-in-Fact

*Handwritten initials and marks*

STATE OF TEXAS           )  
  )  
COUNTY OF HARRIS       )

This instrument was acknowledged before me on April 5<sup>th</sup>, 2019, by BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OCCIDENTAL PERMIAN MANAGER LLC., a Delaware limited liability company, on behalf of **OXY USA WTP LIMITED PARTNERSHIP**, a Delaware limited partnership.

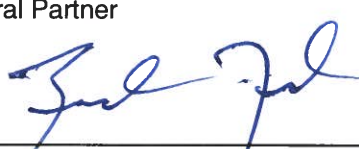


  
Notary Public in and for the State of Texas

**OPERATING RIGHTS OWNER OF RECORD FOR LEASES NMNM 077018, NMNM 117551, NMNM 086905 & NMLC-065970-C**

**OCCIDENTAL PERMIAN LIMITED PARTNERSHIP**  
By Occidental Permian Manager LLC,  
Its General Partner

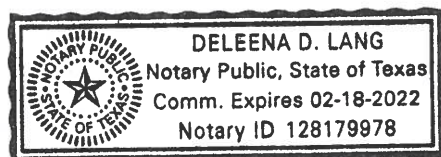
DATE: 4/5/19

BY:   
Bradley S. Dusek  
Attorney-in-Fact

*Handwritten initials and marks*

STATE OF TEXAS           )  
  )  
COUNTY OF HARRIS       )

This instrument was acknowledged before me on April 5<sup>th</sup>, 2019, by BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OCCIDENTAL PERMIAN MANAGER LLC., a Delaware limited liability company, on behalf of **OCCIDENTAL PERMIAN LIMITED PARTNERSHIP**, a Texas limited partnership.



  
Notary Public in and for the State of Texas

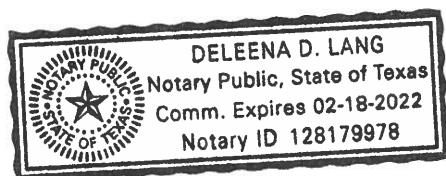


**OPERATING RIGHTS OWNER OF RECORD FOR LEASES NMNM 077018 & NMNM 117551****OXY Y-1 COMPANY**DATE: 4/5/19

BY: \_\_\_\_\_

Bradley S. Dusek  
Attorney-in-FactSTATE OF Texas )COUNTY OF Harris )

This instrument was acknowledged before me on April 5th, 2019, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of **OXY Y-1 COMPANY**., a New Mexico  
 corporation, on behalf of said corporation.



[Signature]  
 Notary Public in and for the State of Texas

**LESSEE OWNER OF RECORD AND OPERATING RIGHTS OWNER OF RECORD FOR  
 LEASES NMNM 117551 & NMNM 086905 AND LESSEE OWNER OF RECORD FOR LEASE  
 NMLC-065970-C****COG OPERATING LLC**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_, as \_\_\_\_\_ of **COG**  
**OPERATING LLC.**, a \_\_\_\_\_ limited liability company, on behalf of said  
 limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**LESSEE OWNER OF RECORD FOR LEASES NMNM 077018 & NMNM 117551**

**DEVON ENERGY PRODUCTION COMPANY, LP**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of **DEVON**  
**ENERGY PRODUCTION COMPANY, LP**, a \_\_\_\_\_ limited partnership, on  
behalf of said limited partnership.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**LESSEE OWNER OF RECORD FOR LEASE NMNM 086905, NMNM 077018 & NMNM 117551**

**MEWBOURNE OIL COMPANY**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of **MEWBOURNE OIL COMPANY.**, a \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**LESSEE OWNER OF RECORD FOR LEASE NMLC-065970-C**

**JACK MAY**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by **JACK MAY.**

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**LESSEE OWNER OF RECORD FOR LEASE NMLC-065970-C**

**WILLIAM J. FINCH**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
**WILLIAM J. FINCH.**

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**LESSEE OWNER OF RECORD FOR LEASE NMLC-065970-C**

**R.F. FORT**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
**R.F. FORT.**

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**LESSEE OWNER OF RECORD FOR LEASE NMLC-065970-C**

**UTI ENERGY CORPORATION**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )  
 )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_, as \_\_\_\_\_ of **UTI ENERGY CORPORATION**,  
 a \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
 Notary Public in and for the State of \_\_\_\_\_  
 Notary's name Printed: \_\_\_\_\_  
 Notary's commission expires: \_\_\_\_\_

**OPERATING RIGHTS AND LESSEE OWNER OF RECORD FOR LEASE NMLC-065970-C**

**THE RICHARD K. BARR FAMILY TRUST**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_, as Trustee on behalf of **THE RICHARD K. BARR FAMILY TRUST**.

\_\_\_\_\_  
 Notary Public in and for the State of \_\_\_\_\_  
 Notary's name Printed: \_\_\_\_\_  
 Notary's commission expires: \_\_\_\_\_

**OPERATING RIGHTS AND LESSEE OWNER OF RECORD FOR LEASE NMLC-065970-C**

**THE SCOTT E. WILSON BYPASS TRUST**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as Trustee on behalf of **THE SCOTT E. WILSON BYPASS TRUST.**

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**OPERATING RIGHTS AND LESSEE OWNER OF RECORD FOR LEASE NMLC-065970-C**

**MAGNUM HUNTER PRODUCTION INC.,  
A WHOLLY OWNED SUBSIDIARY OF CIMAREX  
ENERGY CO.**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, of **MAGNUM HUNTER PRODUCTION INC., A WHOLLY OWNED SUBSIDIARY OF CIMAREX ENERGY CO.,** a Delaware corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**LESSEE OWNER OF RECORD FOR LEASE NMLC-065970-C**

**BETTY FROST HAYES**



DATE: \_\_\_\_\_

BY: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
**BETTY FROST HAYES.**

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**LESSEE OWNER OF RECORD FOR LEASE NMLC-065970-C**

**NORMA FROST HURLEY**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
**NORMA FROST HURLEY.**

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**LESSEE OWNER OF RECORD FOR LEASE NMLC-065970-C**

**DEMOVA FROST PETERS**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
**DEMOVA FROST PETERS.**

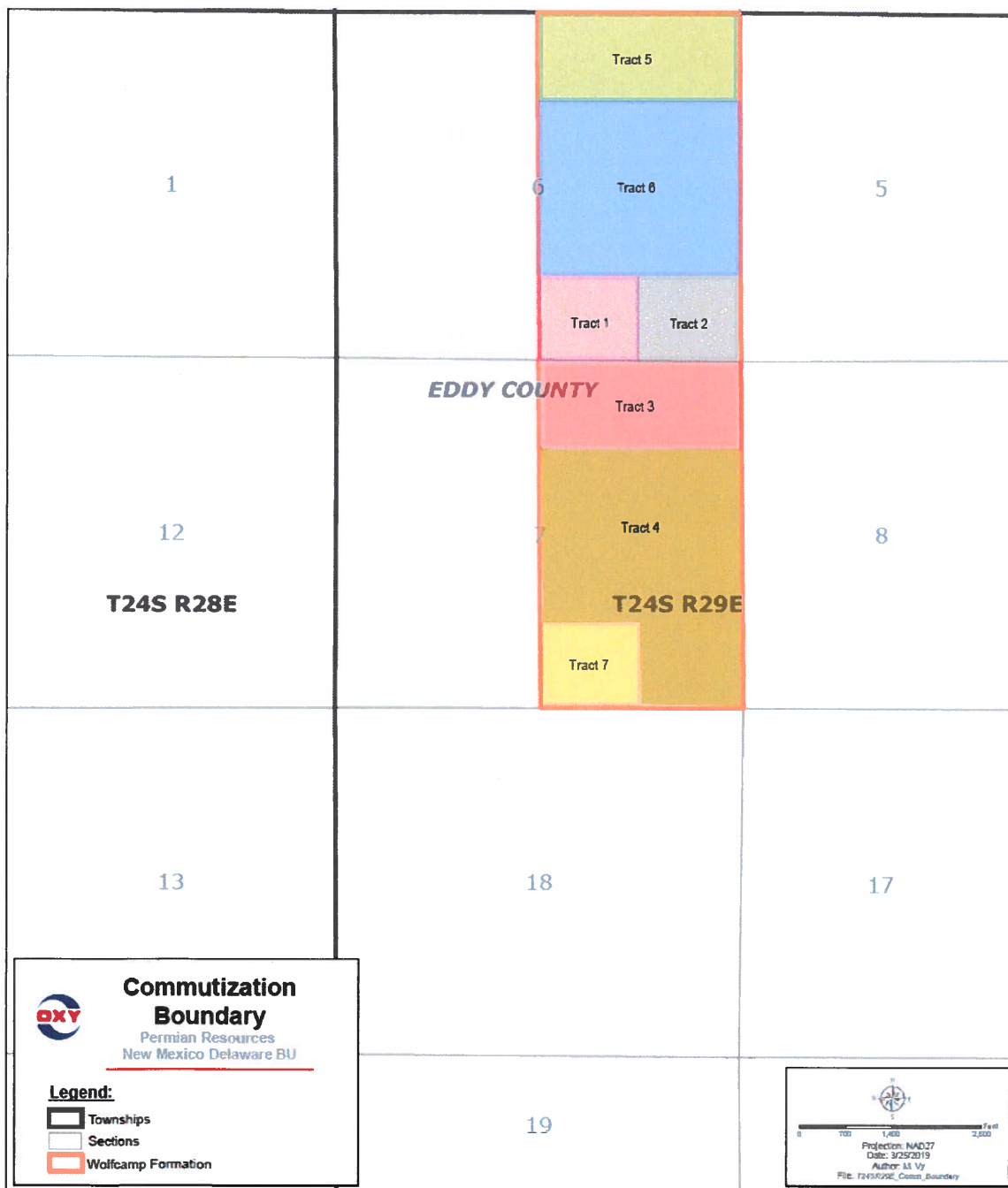
\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

Notary's name Printed: \_\_\_\_\_

Notary's commission expires: \_\_\_\_\_

## EXHIBIT "A"

Plat of communitized area covering **639.88** acres in Township 24 South, Range 29 East, E/2  
Section 6 & 7, Eddy County, New Mexico.



## EXHIBIT "B"

To Communitization Agreement Dated April 1, 2019 embracing the following described land in E/2 Section 6 & 7, Township 24 South, Range 29 East, Eddy County, New Mexico.

Operator of Communitized Area: OXY USA Inc.

### DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

Lease Serial Number: NMNM 077018

Description of Land Committed: Township 24 South, Range 29 East,  
Section 6: SW/4SE/4

Number of Acres: 40 acres

Name of Working Interest Owners: OXY USA Inc. – 49.5%  
OXY USA WTP LP – 28.0%  
Occidental Permian Limited Partnership – 14.5%  
OXY Y-1 Company – 8.0%

#### Tract No. 2

Lease Serial Number: NMNM 117551

Description of Land Committed: Township 24 South, Range 29 East,  
Section 6: SE/4SE/4

Number of Gross Acres: 40 acres

Name of Working Interest Owners: OXY USA Inc. – 51.61542%  
OXY Y-1 Company – 8.62752%  
OXY USA WTP LP – 24.12102%  
Occidental Permian Limited Partnership –  
12.43404%  
COG Operating LLC – 3.202%

Tract No. 3

Lease Serial Number: NMNM 86905

Description of Land Committed: Township 24 South, Range 29 East,  
Section 7: N/2NE/4

Number of Gross Acres: 80 acres

Name of Working Interest Owners: OXY USA Inc. – 13.808116%  
OXY USA WTP LP – 47.465399%  
Occidental Permian Limited Partnership –  
25.027211%  
COG Operating LLC – 12.525051%  
The Scott E. Wilson Bypass Trust – 1.174223%

Tract No. 4

Lease Serial Number: LC-065970-C

Description of Land Committed: Township 24 South, Range 29 East,  
Section 7: S/2N/2, N/2S/2 & SE/4SE/4

Number of Gross Acres: 200 acres

Name of Working Interest Owners: As to S/2N/2:  
OXY USA Inc. – 13.808116%  
OXY USA WTP LP – 47.465399%  
Occidental Permian Limited Partnership –  
25.027211%  
COG Operating LLC – 12.525051%  
The Scott E. Wilson Bypass Trust – 1.174223%

As to N/2S/2 & SE/4SE/4:  
OXY USA Inc. – 91.54382%  
Magnum Hunter Production Inc. – 7.5188%  
The Richard K. Barr Family Trust – 0.46869%  
The Scott E. Wilson Bypass Trust – 0.46869%

Tract No. 5

Description of Land Committed: Fee lease covering Lots 1-2 Section 6,

Township 24 South, Range 29 East, NMPM

Number of Gross Acres: 79.88 acres

**Lease No. 1**

Lessor: D.S. Harroun, et al  
Lessee of Record: Skelly Oil Company  
OXY Lease No.: 63021514  
Date of Lease: 2/2/1972

**Tract No. 6**

Description of Land Committed: Fee lease covering N/2SE/4 & S/2NE/4 Section 6  
Township 24 South, Range 29 East, NMPM

Number of Gross Acres: 160 acres

**Lease No. 1**

Lessor: Farmers National Company, Trustee of the Dorothy  
Harroun Irrevocable Trust  
Lessee of Record: Devon Energy Production Company, L.P.  
OXY Lease No.: 63006810  
Date of Lease: 9/4/2013

**Lease No. 2**

Lessor: D. Stuart Harroun, Jr., Trustee of the D. Stuart  
Harroun, Jr. Revocable Trust  
Lessee of Record: Devon Energy Production Company, L.P.  
OXY Lease No.: 63006812  
Date of Lease: 2/27/2013

**Lease No. 3**

Lessor: Janet Elizabeth Vogt  
Lessee of Record: Devon Energy Production Company, L.P.  
OXY Lease No.: 63010377  
Date of Lease: 11/6/2012

**Lease No. 4**

Lessor: Judith Gene Hanttula  
Lessee of Record: Devon Energy Production Company, L.P.  
OXY Lease No.: 63010499  
Date of Lease: 11/6/2012

**Lease No. 5**



Lessor: Jeffrey Caswell Neal  
Lessee of Record: Devon Energy Production Company, L.P.  
OXY Lease No.: 63006813  
Date of Lease: 11/14/2012

**Lease No. 6**

Lessor: Tara L. Keene  
Lessee of Record: Devon Energy Production Company, L.P.  
OXY Lease No.: 63006811  
Date of Lease: 11/6/2012

**Lease No. 7**

Lessor: Piper L. Nelms  
Lessee of Record: Devon Energy Production Company, L.P.  
OXY Lease No.: 63010395  
Date of Lease: 12/13/2012

**Lease No. 8**

Lessor: J.M. Mineral & Land Co., Inc.  
Lessee of Record: Mewbourne Oil Company  
OXY Lease No.: 63006800  
Date of Lease: 12/1/2017

**Lease No. 9**

Lessor: Magnolia Royalty Company, Inc.  
Lessee of Record: Mewbourne Oil Company  
OXY Lease No.: 63009934  
Date of Lease: 12/1/2017

**Lease No. 10**

Lessor: Eric D. Boyt and wife, Valerie Boyt  
Lessee of Record: Mewbourne Oil Company  
OXY Lease No.: 63010247  
Date of Lease: 12/1/2017

**Lease No. 11**

Lessor: Herman Clifford Walker, III and wife, Marcia Walker  
Lessee of Record: Mewbourne Oil Company  
OXY Lease No.: 63010340  
Date of Lease: 12/1/2017

**Tract No. 7**

Description of Land Committed: Fee lease covering SW/4SE/4 Section 7,

Township 24 South, Range 29 East, NMPM

Number of Gross Acres: 40 acres

**Lease No. 1**

Lessor: D.S. Harroun, et al  
 Lessee of Record: Skelly Oil Company  
 OXY Lease No.: 63024823  
 Date of Lease: 2/2/1972

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	40.00	6.2512%
2	40.00	6.2512%
3	80.00	12.5023%
4	200.00	31.2558%
5	79.88	12.4836%
6	160.00	25.0047%
<u>7</u>	<u>40.00</u>	<u>6.2512%</u>
Total	639.88	100.0000%

## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of April, 2019, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

Township 24 South, Range 29 East, NMPM  
Section 6: W/2  
Section 7: W/2

Eddy County, New Mexico

Containing **637.33** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation.

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

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day,

such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is April 1, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or

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

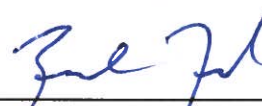
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that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

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

**OPERATOR:**

**OXY USA INC.**

DATE: 4/5/19

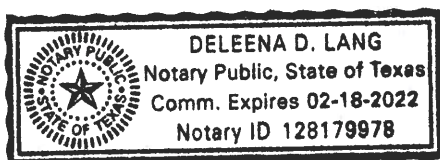
BY:   
Bradley S. Dusek  
Attorney-in-Fact





STATE OF TEXAS                    )  
   )  
 COUNTY OF HARRIS                )

This instrument was acknowledged before me on April 5<sup>th</sup>, 2019, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of **OXY USA INC.**, a Delaware corporation, on  
 behalf of said corporation.



[Signature]  
 Notary Public in and for the State of Texas

**OPERATING RIGHTS OWNER OF RECORD FOR LEASES NMNM 077018 & NMNM 013996**

**OXY USA INC.**

DATE: 4/5/19

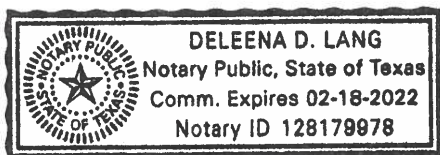
BY: [Signature]

Bradley S. Dusek  
 Attorney-in-Fact

[Signature]  
 JS

STATE OF TEXAS                    )  
   )  
 COUNTY OF HARRIS                )

This instrument was acknowledged before me on April 5, 2019, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of **OXY USA INC.**, a Delaware corporation, on  
 behalf of said corporation.



[Signature]  
 Notary Public in and for the State of Texas

**OPERATING RIGHTS OWNER OF RECORD FOR LEASE NMNM 077018 & NMNM 013996**

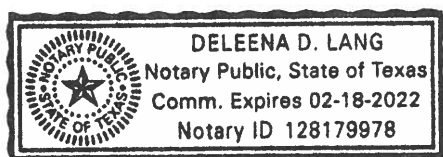
**OXY USA WTP LIMITED PARTNERSHIP**  
 By Occidental Permian Manager LLC,  
 General Partner

DATE: 4/5/19BY: Bradley S. Dusek  
Attorney-in-Fact

STATE OF TEXAS )

COUNTY OF HARRIS )

This instrument was acknowledged before me on April 5<sup>th</sup>, 2019, by BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OCCIDENTAL PERMIAN MANAGER LLC., a Delaware limited liability company, on behalf of **OXY USA WTP LIMITED PARTNERSHIP**, a Delaware limited partnership.



  
Notary Public in and for the State of Texas

**LESSEE OWNER & OPERATING RIGHTS OWNER OF RECORD FOR LEASE NMNM 013996  
AND OPERATING RIGHTS OWNER OF RECORD FOR LEASE NMNM 077018**

**OCCIDENTAL PERMIAN LIMITED PARTNERSHIP**

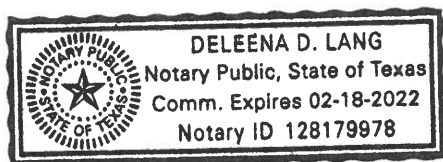
By Occidental Permian Manager LLC,  
Its General Partner

DATE: 4/5/19BY: Bradley S. Dusek  
Attorney-in-Fact

STATE OF TEXAS )

COUNTY OF HARRIS )

This instrument was acknowledged before me on April 5<sup>th</sup>, 2019, by BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OCCIDENTAL PERMIAN MANAGER LLC., a Delaware limited liability company, on behalf of **OCCIDENTAL PERMIAN LIMITED PARTNERSHIP**, a Texas limited partnership.



  
Notary Public in and for the State of Texas

**OPERATING RIGHTS OWNER OF RECORD FOR LEASE NMNM 013996**

**CHEVRON U.S.A. INC.**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of **CHEVRON**  
**U.S.A. INC.**, a \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**OPERATING RIGHTS OWNER OF RECORD FOR LEASES NMNM 077018 & NMNM 013996**

**COG OPERATING LLC**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of **COG**  
**OPERATING LLC.**, a \_\_\_\_\_ limited liability company, on behalf of said  
limited liability company.

\_\_\_\_\_

Notary Public in and for the State of Texas

Notary's name Printed: \_\_\_\_\_

Notary's commission expires: \_\_\_\_\_

**OPERATING RIGHTS OWNER OF RECORD FOR LEASE NMNM 013996**

**CONCHO OIL AND GAS LLC**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of **CONCHO OIL  
AND GAS LLC.**, a \_\_\_\_\_ limited liability company, on behalf of said limited  
liability company.

Notary Public in and for the State of Texas

Notary's name Printed: \_\_\_\_\_

Notary's commission expires: \_\_\_\_\_

**OPERATING RIGHTS OWNER OF RECORD FOR LEASE NMNM 077018**

**THE SCOTT E. WILSON BYPASS TRUST**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of **THE SCOTT**  
**E. WILSON BYPASS TRUST**, on behalf of said Trust.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**LESSEE OWNER OF RECORD FOR LEASE NMNM 077018**

**DEVON ENERGY PRODUCTION COMPANY, LP**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of **DEVON**  
**ENERGY PRODUCTION COMPANY, LP**, a \_\_\_\_\_ limited partnership, on  
behalf of said limited partnership.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**LESSEE OWNER OF RECORD FOR LEASE NMNM 077018**

**MEWBOURNE OIL COMPANY**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

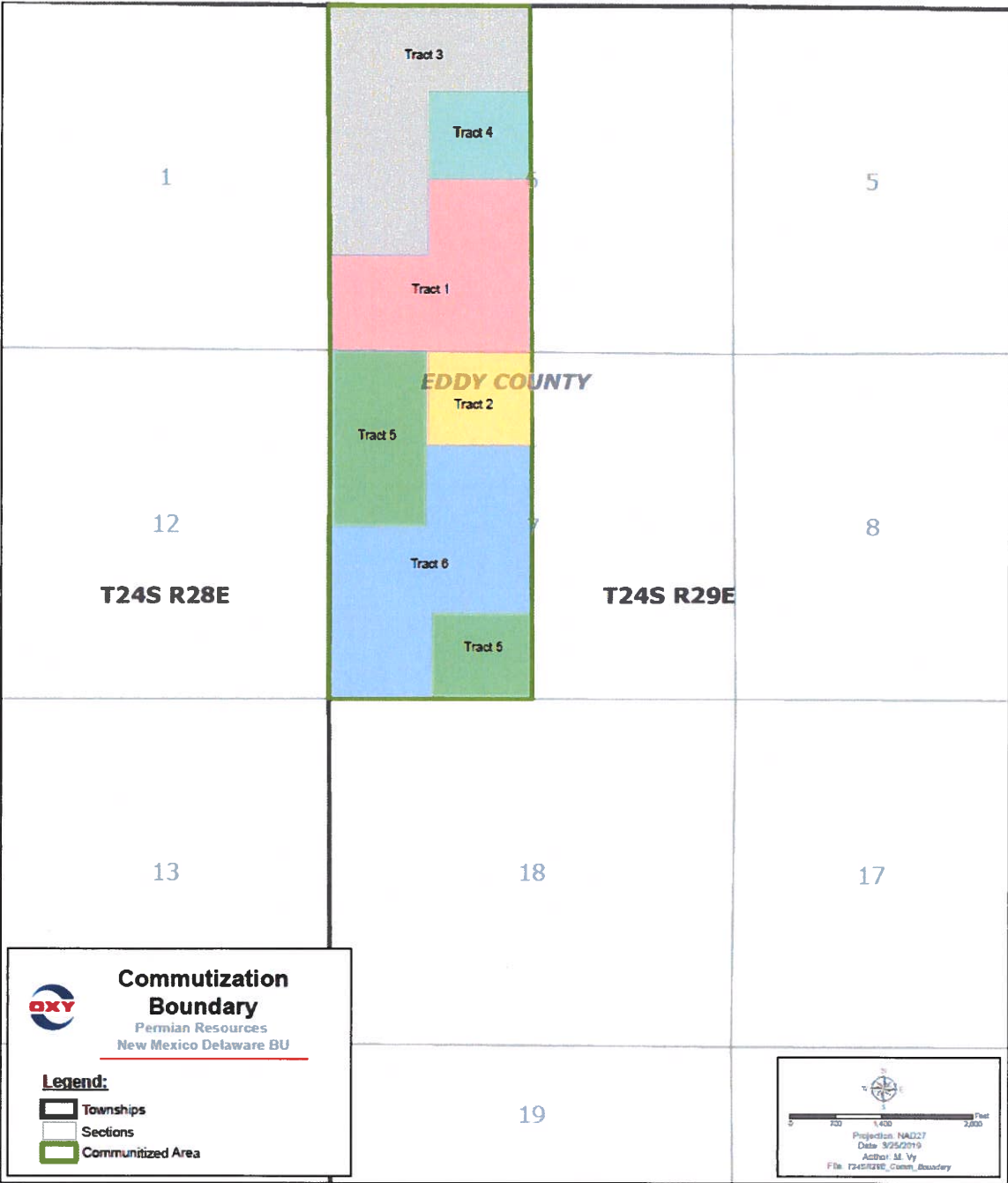
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of  
**MEWBOURNE OIL COMPANY.**, a \_\_\_\_\_ corporation, on behalf of said  
corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

# EXHIBIT "A"

Plat of communitized area covering **637.33** acres in Township 24 South, Range 29 East, W/2  
Section 6 & 7, Eddy County, New Mexico.





**EXHIBIT "B"**

To Communitization Agreement Dated April 1, 2019 embracing the following described land in W/2 Section 6 & 7, Township 24 South, Range 29 East, Eddy County, New Mexico.

Operator of Communitized Area: OXY USA Inc.

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

Lease Serial Number: NMNM 013996

Description of Land Committed: Township 24 South, Range 29 East,  
Section 6: Lot 7 & E/2SW/4

Number of Acres: 119.71 acres

Name of Working Interest Owners: Chevron U.S.A. Inc. – 71.144185%  
Occidental Permian Limited Partnership –  
12.900394%  
OXY USA Inc. – 12.820453%  
COG Operating LLC – 2.978196%  
Concho Oil and Gas LLC – 0.1567484%

**Tract No. 2**

Lease Serial Number: NMNM 077018

Description of Land Committed: Township 24 South, Range 29 East,  
Section 6: SW/4SE/4  
Section 7: NE/4NW/4

Number of Gross Acres: 40 acres

Name of Working Interest Owners: OXY USA Inc. – 13.808116%  
OXY USA WTP LP – 47.465399%  
Occidental Permian Limited Partnership –  
25.027211%  
COG Operating LLC – 12.525051%  
The Scott E. Wilson Bypass Trust – 1.174223%

Tract No. 3

Description of Land Committed: Fee lease covering Lots 3-6 Section 6,  
Township 24 South, Range 29 East, NMPM

Number of Gross Acres: 159.06 acres

Lease No. 1

Lessor: D.S. Harroun, et al  
Lessee of Record: Skelly Oil Company  
OXY Lease No.:  
Date of Lease: 2/2/1972

Tract No. 4

Description of Land Committed: Fee leases covering SE/4NW/4 Section 6  
Township 24 South, Range 29 East, NMPM

Number of Gross Acres: 40 acres

Lease No. 1

Lessor: J.M. Mineral & Land, Co.  
Lessee of Record: Mewbourne Oil Company  
OXY Lease No.: 63006800  
Date of Lease: 12/1/2017

Lease No. 2

Lessor: Magnolia Royalty Company, Inc.  
Lessee of Record: Mewbourne Oil Company  
OXY Lease No.: 63009934  
Date of Lease: 12/1/2017

Lease No. 3

Lessor: Eric D. Boyt and wife, Valeria Boyt  
Lessee of Record: Mewbourne Oil Company  
OXY Lease No.: 63010247  
Date of Lease: 12/1/2017

Lease No. 4

Lessor: Herman Clifford Walker, III and wife, Marcia Walker  
Lessee of Record: Mewbourne Oil Company  
OXY Lease No.: 63010340

Date of Lease: 12/1/2017

**Lease No. 5**

Lessor: Farmers National Company, Agent for First  
National Bank of Santa Fe, Trustee of the Dorothy  
Harroun Irrevocable Trust

Lessee of Record: Hold the Door, LP  
OXY Lease No.: 63006798  
Date of Lease: 3/3/2017

**Lease No. 6**

Lessor: Stuart D. Harroun, formerly known as D. Stuart  
Harroun, individually and as Trustee of the D.  
Stuart Harroun, Jr. Trust

Lessee of Record: Cogent Energy, Inc. Defined Benefit Plan  
OXY Lease No.: 63010369  
Date of Lease: 4/3/2013

**Lease No. 7**

Lessor: Judith Gene Hanttula

Lessee of Record: Cogent Energy, Inc. Defined Benefit Plan  
OXY Lease No.: 63010319  
Date of Lease: 4/23/2015

**Lease No. 8**

Lessor: Jeffrey Caswell Neal

Lessee of Record: Cogent Energy, Inc. Defined Benefit Plan  
OXY Lease No.: 63010284  
Date of Lease: 4/20/2015

**Lease No. 9**

Lessor: Janet Elizabeth Vogt

Lessee of Record: Cogent Energy, Inc. Defined Benefit Plan  
OXY Lease No.: 63010325  
Date of Lease: 4/24/2015

**Lease No. 10**

Lessor: Tara L. Keene-Karson

Lessee of Record: Cogent Energy, Inc. Defined Benefit Plan  
OXY Lease No.: 63009902  
Date of Lease: 4/1/2015

**Lease No. 11**

Lessor: Piper C. Nelms

Lessee of Record: Cogent Energy, Inc. Defined Benefit Plan  
OXY Lease No.: 63009957

Date of Lease: 4/1/2015

Tract No. 5

Description of Land Committed: Fee lease covering Lots 1, 2 & SE/4SW/4 Section 7  
Township 24 South, Range 29 East, NMPM

Number of Gross Acres: 119.36 acres

**Lease No. 1**

Lessor: D.S. Harroun, et al  
Lessee of Record: Skelly Oil Company  
OXY Lease No.: 63021514  
Date of Lease: 2/2/1972

Tract No. 6

Description of Land Committed: Fee lease covering SE/4NW/4, N/2SW/4 &  
SW/4SW/4 Section 7  
Township 24 South, Range 29 East, NMPM

Number of Gross Acres: 159.20 acres

**Lease No. 1**

Lessor: Valley Land Company  
Lessee of Record: Jack May and William J. Finch, a partnership d/b/a  
May & Finch  
OXY Lease No.: 63006549  
Date of Lease: 2/15/1949

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	119.71	18.7831%
2	40.00	6.2762%
3	159.06	24.9572%
4	40.00	6.2762%
5	119.36	18.7281%
<u>6</u>	<u>159.20</u>	<u>24.9792%</u>
Total	637.33	100.0000%

## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of April, 2019, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

Township 24 South, Range 29 East, NMPM

Section 6: W/2

Section 7: W/2

Eddy County, New Mexico

Containing **637.33** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation.

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

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day,

such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is April 1, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or



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

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

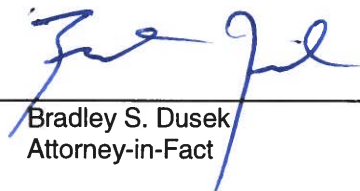
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

**OPERATOR:**

**OXY USA INC.**

DATE: 4/5/19

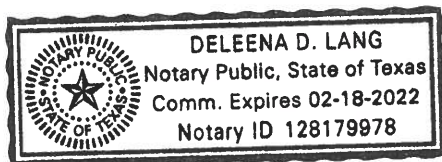
BY: \_\_\_\_\_

  
Bradley S. Dusek  
Attorney-in-Fact



STATE OF TEXAS                    )  
   )  
 COUNTY OF HARRIS                )

This instrument was acknowledged before me on April 5th, 2019, by BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.



[Signature]  
 Notary Public in and for the State of Texas

**OPERATING RIGHTS OWNER OF RECORD FOR LEASES NMNM 077018 & NMNM 013996**

**OXY USA INC.**

DATE: 4/5/19

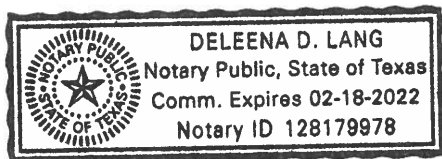
BY: [Signature]

Bradley S. Dusek  
 Attorney-in-Fact

[Signature]

STATE OF TEXAS                    )  
   )  
 COUNTY OF HARRIS                )


This instrument was acknowledged before me on April 5th, 2019, by BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.



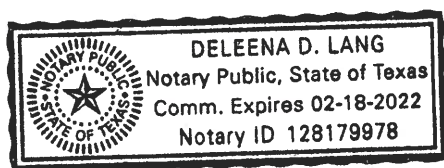
[Signature]  
 Notary Public in and for the State of Texas


**OPERATING RIGHTS OWNER OF RECORD FOR LEASE NMNM 077018 & NMNM 013996**

**OXY USA WTP LIMITED PARTNERSHIP**  
 By Occidental Permian Manager LLC,  
 General Partner

DATE: 4/5/19BY:   
Bradley S. Dusek  
Attorney-in-Fact*my first*  
*8/17*STATE OF TEXAS           )  
  )  
COUNTY OF HARRIS       )

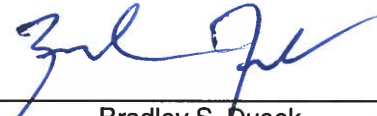
This instrument was acknowledged before me on April 5<sup>th</sup>, 2019, by  
**BRADLEY S. DUSEK, ATTORNEY-IN-FACT** of **OCCIDENTAL PERMIAN MANAGER LLC.**, a  
 Delaware limited liability company, on behalf of **OXY USA WTP LIMITED PARTNERSHIP**, a  
 Delaware limited partnership.



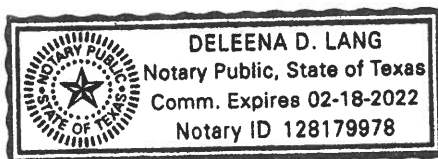
  
 Notary Public in and for the State of Texas

**LESSEE OWNER & OPERATING RIGHTS OWNER OF RECORD FOR LEASE NMNM 013996  
 AND OPERATING RIGHTS OWNER OF RECORD FOR LEASE NMNM 077018**

**OCCIDENTAL PERMIAN LIMITED PARTNERSHIP**  
 By Occidental Permian Manager LLC,  
 Its General Partner

DATE: 4/5/19BY:   
Bradley S. Dusek  
Attorney-in-Fact*my first*  
*8/17*STATE OF TEXAS           )  
  )  
COUNTY OF HARRIS       )

This instrument was acknowledged before me on April 5<sup>th</sup>, 2019, by  
**BRADLEY S. DUSEK, ATTORNEY-IN-FACT** of **OCCIDENTAL PERMIAN MANAGER LLC.**, a  
 Delaware limited liability company, on behalf of **OCCIDENTAL PERMIAN LIMITED  
 PARTNERSHIP**, a Texas limited partnership.



  
 Notary Public in and for the State of Texas

**OPERATING RIGHTS OWNER OF RECORD FOR LEASE NMNM 013996**

**CHEVRON U.S.A. INC.**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_, as \_\_\_\_\_ of **CHEVRON**  
**U.S.A. INC.**, a \_\_\_\_\_ corporation, on behalf of said corporation.

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

Notary's name Printed: \_\_\_\_\_

Notary's commission expires: \_\_\_\_\_

**OPERATING RIGHTS OWNER OF RECORD FOR LEASES NMNM 077018 & NMNM 013996****COG OPERATING LLC**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_, as \_\_\_\_\_ of **COG**  
**OPERATING LLC.**, a \_\_\_\_\_ limited liability company, on behalf of said  
 limited liability company.

\_\_\_\_\_

Notary Public in and for the State of Texas

Notary's name Printed: \_\_\_\_\_

Notary's commission expires: \_\_\_\_\_

**OPERATING RIGHTS OWNER OF RECORD FOR LEASE NMNM 013996**

**CONCHO OIL AND GAS LLC**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of **CONCHO OIL  
AND GAS LLC.**, a \_\_\_\_\_ limited liability company, on behalf of said limited  
liability company.

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

Notary's name Printed: \_\_\_\_\_

Notary's commission expires: \_\_\_\_\_

**OPERATING RIGHTS OWNER OF RECORD FOR LEASE NMNM 077018**

**THE SCOTT E. WILSON BYPASS TRUST**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of **THE SCOTT**  
**E. WILSON BYPASS TRUST**, on behalf of said Trust.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**LESSEE OWNER OF RECORD FOR LEASE NMNM 077018**

**DEVON ENERGY PRODUCTION COMPANY, LP**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of **DEVON**  
**ENERGY PRODUCTION COMPANY, LP**, a \_\_\_\_\_ limited partnership, on  
behalf of said limited partnership.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**LESSEE OWNER OF RECORD FOR LEASE NMNM 077018**

**MEWBOURNE OIL COMPANY**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

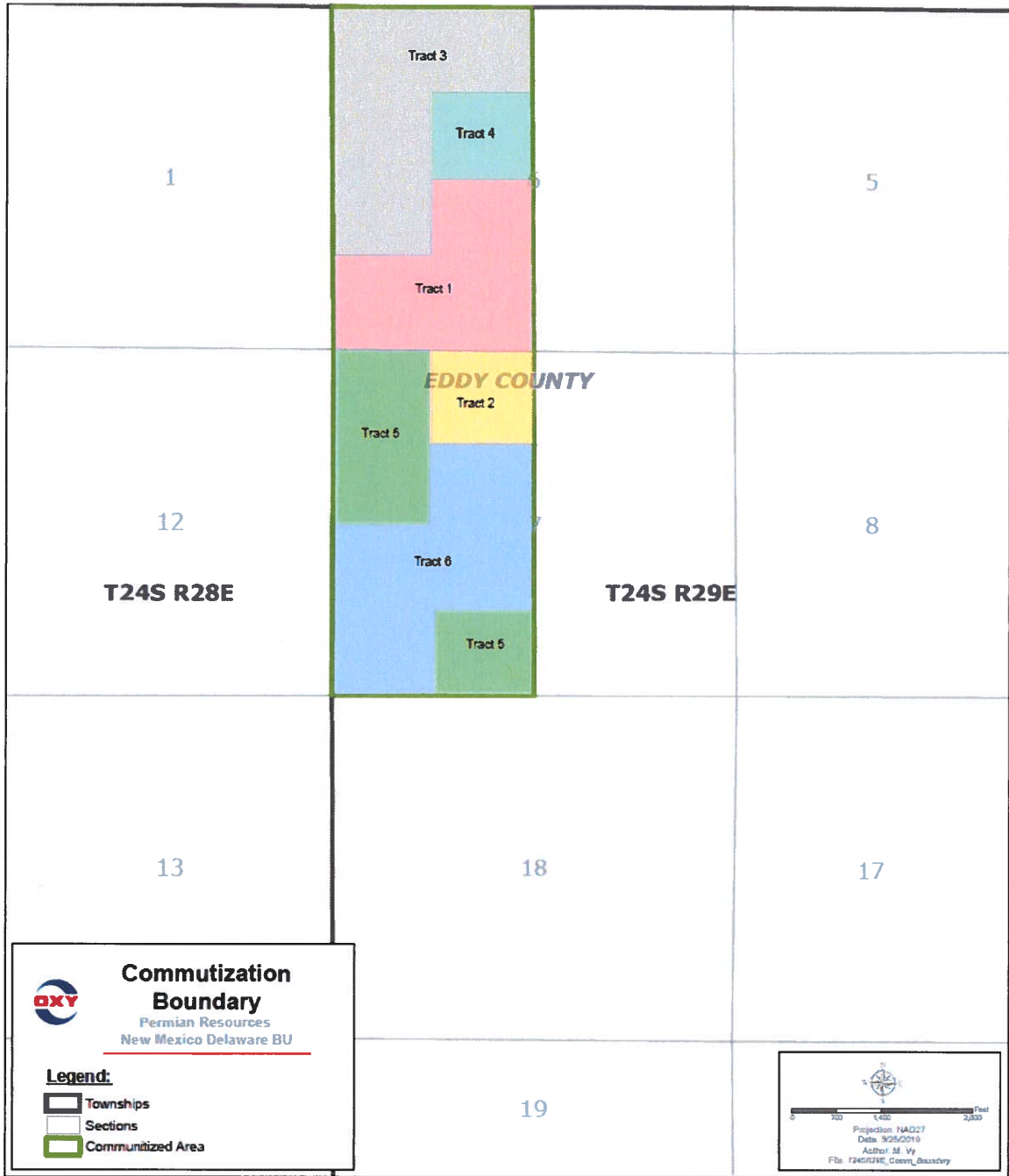
This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of  
**MEWBOURNE OIL COMPANY.**, a \_\_\_\_\_ corporation, on behalf of said  
corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's name Printed: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_



# EXHIBIT "A"

Plat of communitized area covering **637.33** acres in Township 24 South, Range 29 East, W/2  
Section 6 & 7, Eddy County, New Mexico.



## EXHIBIT "B"

To Communitization Agreement Dated April 1, 2019 embracing the following described land in W/2 Section 6 & 7, Township 24 South, Range 29 East, Eddy County, New Mexico.

Operator of Communitized Area: OXY USA Inc.

### DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

Lease Serial Number: NMNM 013996

Description of Land Committed: Township 24 South, Range 29 East,  
Section 6: Lot 7 & E/2SW/4

Number of Acres: 119.71 acres

Name of Working Interest Owners: Chevron U.S.A. Inc. – 71.144185%  
Occidental Permian Limited Partnership – 12.900394%  
OXY USA Inc. – 12.820453%  
COG Operating LLC – 2.978196%  
Concho Oil and Gas LLC – 0.1567484%

#### Tract No. 2

Lease Serial Number: NMNM 077018

Description of Land Committed: Township 24 South, Range 29 East,  
Section 6: SW/4SE/4  
Section 7: NE/4NW/4

Number of Gross Acres: 40 acres

Name of Working Interest Owners: OXY USA Inc. – 13.808116%  
OXY USA WTP LP – 47.465399%  
Occidental Permian Limited Partnership – 25.027211%  
COG Operating LLC – 12.525051%  
The Scott E. Wilson Bypass Trust – 1.174223%

Tract No. 3

Description of Land Committed: Fee lease covering Lots 3-6 Section 6,  
Township 24 South, Range 29 East, NMPM

Number of Gross Acres: 159.06 acres

Lease No. 1

Lessor: D.S. Harroun, et al  
Lessee of Record: Skelly Oil Company  
OXY Lease No.:  
Date of Lease: 2/2/1972

Tract No. 4

Description of Land Committed: Fee leases covering SE/4NW/4 Section 6  
Township 24 South, Range 29 East, NMPM

Number of Gross Acres: 40 acres

Lease No. 1

Lessor: J.M. Mineral & Land, Co.  
Lessee of Record: Mewbourne Oil Company  
OXY Lease No.: 63006800  
Date of Lease: 12/1/2017

Lease No. 2

Lessor: Magnolia Royalty Company, Inc.  
Lessee of Record: Mewbourne Oil Company  
OXY Lease No.: 63009934  
Date of Lease: 12/1/2017

Lease No. 3

Lessor: Eric D. Boyt and wife, Valeria Boyt  
Lessee of Record: Mewbourne Oil Company  
OXY Lease No.: 63010247  
Date of Lease: 12/1/2017

Lease No. 4

Lessor: Herman Clifford Walker, III and wife, Marcia Walker  
Lessee of Record: Mewbourne Oil Company  
OXY Lease No.: 63010340

Date of Lease: 12/1/2017

**Lease No. 5**

Lessor: Farmers National Company, Agent for First  
National Bank of Santa Fe, Trustee of the Dorothy  
Harroun Irrevocable Trust

Lessee of Record: Hold the Door, LP  
OXY Lease No.: 63006798  
Date of Lease: 3/3/2017

**Lease No. 6**

Lessor: Stuart D. Harroun, formerly known as D. Stuart  
Harroun, individually and as Trustee of the D.  
Stuart Harroun, Jr. Trust

Lessee of Record: Cogent Energy, Inc. Defined Benefit Plan  
OXY Lease No.: 63010369  
Date of Lease: 4/3/2013

**Lease No. 7**

Lessor: Judith Gene Hanttula

Lessee of Record: Cogent Energy, Inc. Defined Benefit Plan  
OXY Lease No.: 63010319  
Date of Lease: 4/23/2015

**Lease No. 8**

Lessor: Jeffrey Caswell Neal

Lessee of Record: Cogent Energy, Inc. Defined Benefit Plan  
OXY Lease No.: 63010284  
Date of Lease: 4/20/2015

**Lease No. 9**

Lessor: Janet Elizabeth Vogt

Lessee of Record: Cogent Energy, Inc. Defined Benefit Plan  
OXY Lease No.: 63010325  
Date of Lease: 4/24/2015

**Lease No. 10**

Lessor: Tara L. Keene-Karson

Lessee of Record: Cogent Energy, Inc. Defined Benefit Plan  
OXY Lease No.: 63009902  
Date of Lease: 4/1/2015

**Lease No. 11**

Lessor: Piper C. Nelms

Lessee of Record: Cogent Energy, Inc. Defined Benefit Plan  
OXY Lease No.: 63009957

Date of Lease: 4/1/2015

Tract No. 5

Description of Land Committed: Fee lease covering Lots 1, 2 & SE/4SW/4 Section 7  
Township 24 South, Range 29 East, NMPM

Number of Gross Acres: 119.36 acres

Lease No. 1

Lessor: D.S. Harroun, et al  
Lessee of Record: Skelly Oil Company  
OXY Lease No.: 63021514  
Date of Lease: 2/2/1972

Tract No. 6

Description of Land Committed: Fee lease covering SE/4NW/4, N/2SW/4 &  
SW/4SW/4 Section 7  
Township 24 South, Range 29 East, NMPM

Number of Gross Acres: 159.20 acres

Lease No. 1

Lessor: Valley Land Company  
Lessee of Record: Jack May and William J. Finch, a partnership d/b/a  
May & Finch  
OXY Lease No.: 63006549  
Date of Lease: 2/15/1949

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	119.71	18.7831%
2	40.00	6.2762%
3	159.06	24.9572%
4	40.00	6.2762%
5	119.36	18.7281%
<u>6</u>	<u>159.20</u>	<u>24.9792%</u>
Total	637.33	100.0000%

DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CASE RECORDATION  
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01 02-25-1920;041STAT0437;30USC181

Case Type 318310: O&amp;G COMMUNITIZATION AGRMT

Commodity 459: OIL &amp; GAS

Case Disposition: PENDING

Case File Juris:

Total Acres:

637.330

Serial Number

NMNM 141238

Name & Address						Serial Number: NMNM-- - 141238	
						Int Rel	% Interest
BLM NMSO	301 DINOSAUR TRL	SANTA FE	NM	875081560	OFFICE OF RECORD		0.000000000
OXY USA INC	5 GREENWAY PLZ STE 110	HOUSTON	TX	770460521	OPERATOR		100.000000000

										Serial Number: NMNM-- - 141238	
Mer	Twp	Rng	Sec	S	Type	Nr	Suff	Subdivision	District/ Field Office	County	Mgmt Agency
23	0240S	0290E	006		ALIQ			SENW,E2SW;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT
23	0240S	0290E	006		LOTS			3-7;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT
23	0240S	0290E	007		LOTS			1-4;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT
23	0240S	0290E	007		ALIQ			E2W2;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT

## Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 141238

Serial Number: NMNM-- - 141238			
Act Date	Act Code	Action Txt	Action Remarks
04/01/2019	387	CASE ESTABLISHED	
04/01/2019	516	FORMATION	WOLFCAMP;
12/11/2019	580	PROPOSAL RECEIVED	CA RECD;

Serial Number: NMNM-- - 141238	
Line Number	Remark Text

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
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Case Type 318310: O&amp;G COMMUNITIZATION AGRMT

Commodity 459: OIL &amp; GAS

Case Disposition: PENDING

Case File Juris:

Total Acres:

637.330

Serial Number

NMNM 141239

						Serial Number: NMNM-- - 141239	
Name & Address						Int Rel	% Interest
BLM NMSO	301 DINOSAUR TRL	SANTA FE	NM	875081560	OFFICE OF RECORD		0.000000000
OXY USA INC	5 GREENWAY PLZ STE 110	HOUSTON	TX	770460521	OPERATOR		100.000000000

								Serial Number: NMNM-- - 141239	
Mer	Twp	Rng	Sec	S	Type	Nr	Suff	Subdivision	District/ Field Office
23	0240S	0290E	006	ALIQ				SENW,E2SW;	CARLSBAD FIELD OFFICE
23	0240S	0290E	006	LOTS				3-7;	CARLSBAD FIELD OFFICE
23	0240S	0290E	007	ALIQ				W2;	CARLSBAD FIELD OFFICE
									County
									Mgmt Agency
									EDDY
									BUREAU OF LAND MGMT
									EDDY
									BUREAU OF LAND MGMT
									EDDY
									BUREAU OF LAND MGMT

## Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 141239

				Serial Number: NMNM-- - 141239	
Act Date	Act Code	Action Txt	Action Remarks	Pending Off	
04/01/2019	387	CASE ESTABLISHED			
04/01/2019	516	FORMATION	BONE SPRING;		
12/11/2019	580	PROPOSAL RECEIVED	CA RECD;		

Line Number	Remark Text	Serial Number: NMNM-- - 141239
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Case Type 318310: O&amp;G COMMUNITIZATION AGRMT

Commodity 459: OIL &amp; GAS

Case Disposition: PENDING

Case File Juris:

Total Acres:

639.880

Serial Number

NMNM 141240

						Serial Number: NMNM-- - 141240	
Name & Address						Int Rel	% Interest
BLM NMSO	301 DINOSAUR TRL	SANTA FE	NM	875081560	OFFICE OF RECORD		0.000000000
OXY USA INC	5 GREENWAY PLZ STE 110	HOUSTON	TX	770460521	OPERATOR		100.000000000

								Serial Number: NMNM-- - 141240	
Mer	Twp	Rng	Sec	S	Type	Nr	Suff	Subdivision	District/ Field Office
23	0240S	0290E	006	ALIQ				S2NE,SE;	CARLSBAD FIELD OFFICE
23	0240S	0290E	006	LOTS				1,2;	CARLSBAD FIELD OFFICE
23	0240S	0290E	007	ALIQ				E2;	CARLSBAD FIELD OFFICE
									County
									Mgmt Agency
									EDDY
									BUREAU OF LAND MGMT
									EDDY
									BUREAU OF LAND MGMT
									EDDY
									BUREAU OF LAND MGMT

## Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 141240

				Serial Number: NMNM-- - 141240	
Act Date	Act Code	Action Txt	Action Remarks	Pending Off	
04/01/2019	387	CASE ESTABLISHED			
04/01/2019	516	FORMATION	WOLFCAMP;		
12/11/2019	580	PROPOSAL RECEIVED	CA RECD;		

Line Number	Remark Text	Serial Number: NMNM-- - 141240
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Case Type 318310: O&amp;G COMMUNITIZATION AGRMT

Commodity 459: OIL &amp; GAS

Case Disposition: PENDING

Case File Juris:

Total Acres:

639.880

Serial Number

NMNM 141241

						Serial Number: NMNM-- - 141241	
Name & Address						Int Rel	% Interest
BLM NMSO	301 DINOSAUR TRL	SANTA FE	NM	875081560	OFFICE OF RECORD		0.000000000
OXY USA INC	5 GREENWAY PLZ STE 110	HOUSTON	TX	770460521	OPERATOR		100.000000000

								Serial Number: NMNM-- - 141241	
Mer	Twp	Rng	Sec	S	Type	Nr	Suff	Subdivision	District/ Field Office
23	0240S	0290E	006	LOTS				1,2;	CARLSBAD FIELD OFFICE
23	0240S	0290E	006	ALIQ				S2NE,SE;	CARLSBAD FIELD OFFICE
23	0240S	0290E	007	ALIQ				E2;	CARLSBAD FIELD OFFICE
									County
									Mgmt Agency
									EDDY
									BUREAU OF LAND MGMT
									EDDY
									BUREAU OF LAND MGMT
									EDDY
									BUREAU OF LAND MGMT

## Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 141241

				Serial Number: NMNM-- - 141241	
Act Date	Act Code	Action Txt	Action Remarks	Pending Off	
04/01/2019	387	CASE ESTABLISHED			
04/01/2019	516	FORMATION	BONE SPRING;		
12/11/2019	580	PROPOSAL RECEIVED	CA RECD;		

Line Number	Remark Text	Serial Number: NMNM-- - 141241
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Case Type 318310: O&amp;G COMMUNITIZATION AGRMT

Commodity 459: OIL &amp; GAS

Case Disposition: AUTHORIZED

Case File Juris:

Total Acres:  
320.000

Serial Number

NMNM 139611

Name & Address						Serial Number: NMNM-- - 139611
						Int Rel % Interest
BLM NMSO	301 DINOSAUR TRL	SANTA FE	NM	875081560	OFFICE OF RECORD	0.000000000
OXY USA INC	5 GREENWAY PLZ STE 110	HOUSTON	TX	770460521	OPERATOR	100.000000000

										Serial Number: NMNM-- - 139611	
Mer	Twp	Rng	Sec	S	Type	Nr	Suff	Subdivision	District/ Field Office	County	Mgmt Agency
23	0240S	0290E	027	ALIQ				S2N2;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT
23	0240S	0290E	028	ALIQ				S2N2;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT

## Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 139611

Serial Number: NMNM-- - 139611			
Act Date	Act Code	Action Txt	Action Remarks
01/01/2019	387	CASE ESTABLISHED	
01/01/2019	516	FORMATION	BONE SPRING;
01/01/2019	868	EFFECTIVE DATE	/A/
01/31/2019	580	PROPOSAL RECEIVED	CA RECD;
12/31/2021	763	EXPIRES	

Serial Number: NMNM-- - 139611	
Line Number	Remark Text
0001	/A/ RECAPITULATION EFFECTIVE 1/1/2019
0002	TR# LEASE SERIAL NO AC COMMITTED % INTEREST
0003	1 NMNM 094651 280.00 87.500
0004	2 FEE 30.00 9.375
0005	3 FEE 10.00 3.125
0006	TOTAL 320.00 100.000

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Case Type 318310: O&amp;G COMMUNITIZATION AGRMT

Commodity 459: OIL &amp; GAS

Case Disposition: AUTHORIZED

Case File Juris:

Total Acres:  
320.000Serial Number  
NMNM 139612

Name & Address						Serial Number: NMNM-- - 139612	
						Int Rel	% Interest
BLM CARLSBAD FO	620 E GREENE ST	CARLSBAD	NM	88220	OFFICE OF RECORD		0.000000000
OXY USA INC	5 GREENWAY PLZ STE 110	HOUSTON	TX	770460521	OPERATOR		100.000000000

Mer Twp Rng Sec SType Nr Suff Subdivision						Serial Number: NMNM-- - 139612	
						County	Mgmt Agency
23	0240S	0290E	028	ALIQ	N2;	CARLSBAD FIELD OFFICE	EDDY BUREAU OF LAND MGMT

## Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 139612

Act Date				Serial Number: NMNM-- - 139612	
Act Code Action Txt				Pending Off	
01/01/2019	387	CASE ESTABLISHED			
01/01/2019	516	FORMATION	WOLFCAMP;		
01/01/2019	525	ACRES-NONFEDERAL	80.00;25.000%		
01/01/2019	868	EFFECTIVE DATE	/A/		
01/11/2019	654	AGRMT PRODUCING	NMNM139612,41H		
01/31/2019	580	PROPOSAL RECEIVED	CA RECD		
09/27/2019	334	AGRMT APPROVED			
10/29/2019	690	AGRMT VALIDATED			

Line Number		Remark Text			Serial Number: NMNM-- - 139612	
0001						
0002		/A/RECAPITULATION EFFECTIVE 01/01/2019				
0003		TR#	LEASE SERIAL NO	AC COMMITTED	% INTEREST	
0004		1	NMNM 094651	240.00	75.000	
0005		2	FEE	80.00	25.000	
0006			TOTAL	320.00	100.000	

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Case Type 318310: O&amp;G COMMUNITIZATION AGRMT

Commodity 459: OIL &amp; GAS

Case Disposition: AUTHORIZED

Total Acres:

160.000

Serial Number

NMNM 136822

Case File Juris: CARLSBAD FIELD OFFICE

Name & Address						Serial Number: NMNM-- - 136822	
						Int Rel	% Interest
BLM CARLSBAD FO	620 E GREENE ST	CARLSBAD	NM	88220	OFFICE OF RECORD		0.000000000
OXY USA INC	PO BOX 4294	HOUSTON	TX	772104294	OPERATOR		100.000000000

Mer Twp Rng Sec SType Nr Suff Subdivision							Serial Number: NMNM-- - 136822	
							County	Mgmt Agency
23	0240S	0290E	028	ALIQ		N2N2;	CARLSBAD FIELD OFFICE	EDDY BUREAU OF LAND MGMT

## Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 136822

Act Date				Serial Number: NMNM-- - 136822	
Act Code Action Txt				Pending Off	
09/07/2016	387	CASE ESTABLISHED			
09/07/2016	516	FORMATION	BONE SPRING		
09/07/2016	525	ACRES-NONFEDERAL	80;50%		
09/07/2016	526	ACRES-FED INT 100%	80;50%		
09/07/2016	868	EFFECTIVE DATE	/A/		
01/05/2017	654	AGRMT PRODUCING	/1/		
01/05/2017	658	MEMO OF 1ST PROD-ACTUAL	/1/30-015-43819		
03/07/2017	334	AGRMT APPROVED			
03/07/2017	643	PRODUCTION DETERMINATION	/1/		

Line Number		Remark Text			Serial Number: NMNM-- - 136822	
0001		/A/ RECAPITULATION EFFECTIVE 09/07/2016				
0002		TR#	LEASE SERIAL NO	AC COMMITTED	% INTEREST	
0003		1	NMNM 94651	80.00	50.00	
0004		2	FEE	80.00	50.00	
0005			TOTAL	160.00	100.00	

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DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
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## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 28<sup>th</sup> day of September, 2017, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

Township 24 South, Range 29 East, Section 21: N/2N/2, Eddy County, New Mexico.

Containing 160.00 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the

operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

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

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is September 28, 2017, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations

hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

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

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

**OXY USA Inc.**  
Operator

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
John V. Schneider, Attorney-In-Fact

**ACKNOWLEDGEMENT**

STATE OF TEXAS       )  
                                  )  
COUNTY OF HARRIS    )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
JOHN V. SCHNEIDER, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on  
behalf of said corporation.

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

OPERATING RIGHTS OWNER FOR NMNM 085893, NMNM 086550 and NMNM 086908  
LESSEE OF RECORD FOR NM 086908

**OXY USA INC.**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
John V. Schneider, Attorney-In-Fact

**ACKNOWLEDGEMENT**

STATE OF TEXAS       )  
                                  )  
COUNTY OF HARRIS    )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
JOHN V. SCHNEIDER, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on  
behalf of said corporation.

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

LESSEE OF RECORD FOR NMNM 085893 and NMNM 086550

**EOG RESOURCES, INC.**

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

)

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, as \_\_\_\_\_ of EOG RESOURCES,  
INC., a \_\_\_\_\_ corporation, on behalf of said corporation.

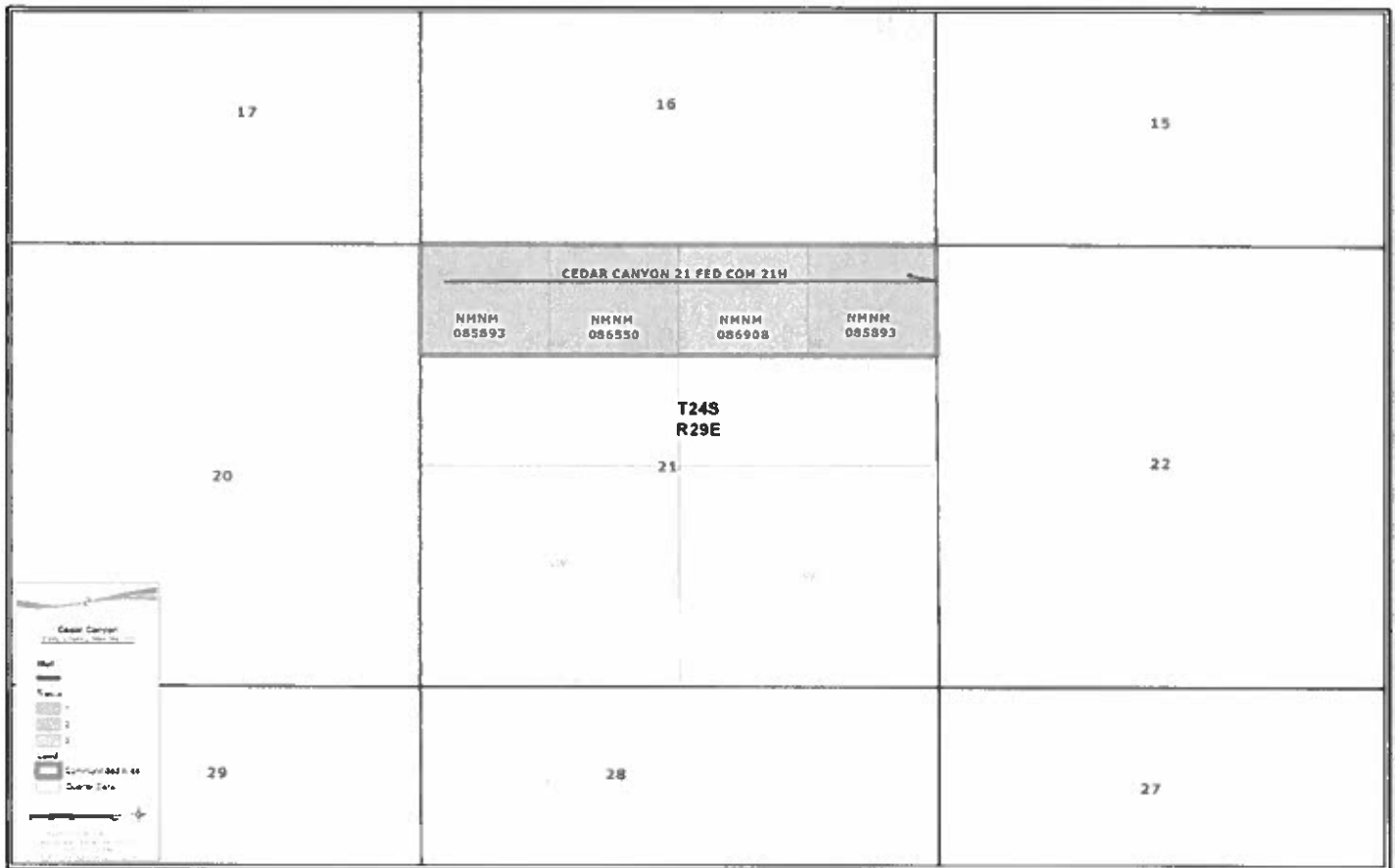
\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_



**EXHIBIT "A"**

Plat of communitized area covering **160.00** acres in **N/2N/2 of Section 21, Township 24 South,**  
**Range 29 East, Eddy County, New Mexico.**

Cedar Canyon 21 Federal Com 21H



**EXHIBIT "B"**

To Communitization Agreement Dated September 28, 2017 embracing the following described land in N/2N/2 of Section 21, Township 24 South, Range 29 East, Eddy County, New Mexico.

Operator of Communitized Area: OXY USA Inc.

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

Lease Serial Number: NMNM - 085893  
Description of Land Committed: Township 24 South, Range 29 East,  
Section 21: NE/4NE/4, NW/4NW/4  
Number of Acres: 80.00  
Current Lessee of Record: EOG Resources, Inc.  
Name and Percent of WI Owners: OXY USA Inc. – 100%

**Tract No. 2**

Lease Serial Number: NMNM - 086550  
Description of Land Committed: Township 24 South, Range 29 East,  
Section 21: NE/4 NW/4  
Number of Gross Acres: 40.00  
Current Lessee of Record: EOG Resources, Inc.  
Name and Percent of WI Owners: OXY USA Inc. – 100%

**Tract No. 3**

Lease Serial Number: NMNM - 086908  
Description of Land Committed: Township 24 South, Range 29 East,  
Section 21: NW/4 NE/4  
Number of Gross Acres: 40.00  
Current Lessee of Record: OXY USA Inc.  
Name and Percent of WI Owners: OXY USA Inc. – 100%

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	50.0000%
2	40.00	25.0000%
3	<u>40.00</u>	<u>25.0000%</u>
Total	160.00	100.0000%



## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of October, 2017, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

Township 24 South, Range 29 East, Section 21: S/2N/2, Eddy County, New Mexico.

Containing 160.00 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the

operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

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

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is October 1, 2017, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations



hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

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

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

**OXY USA Inc.**  
Operator

5/17/19  
Date

By:

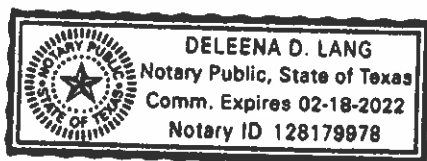
*[Handwritten initials]*

*[Signature]*  
Bradley S. Dusek, Attorney-In-Fact

## ACKNOWLEDGEMENT

STATE OF TEXAS           )  
   )  
 COUNTY OF HARRIS       )

This instrument was acknowledged before me on May 17, 2019, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on  
 behalf of said corporation.



Deleena D. Lang  
 Notary Public in and for the State of Texas

OPERATING RIGHTS OWNER AND LESSEE OF RECORD FOR NM 085893, NM 086550  
 and NM 086908

OXY USA INC.

5/17/19  
 Date

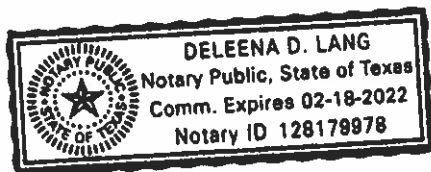
By:

Bradley S. Dusek, Attorney-In-Fact

## ACKNOWLEDGEMENT

STATE OF TEXAS           )  
   )  
 COUNTY OF HARRIS       )

This instrument was acknowledged before me on May 17, 2019, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on  
 behalf of said corporation.



Deleena D. Lang  
 Notary Public in and for the State of Texas

Cedar Canyon 21 Fed Com 22H

LESSEE OF RECORD FOR NM 085893 and NM 086550

EOG RESOURCES, INC.

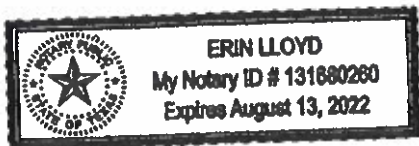
4-23-19  
Date

BY: Wendy Dalton  
NAME: Wendy Dalton  
TITLE: Agent & Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF Texas )  
COUNTY OF Midland )

This instrument was acknowledged before me on this the 23rd day of April, 2019,  
by Wendy Dalton, as Agent & Attorney-in-Fact of EOG RESOURCES,  
INC., a Delaware corporation, on behalf of said corporation.

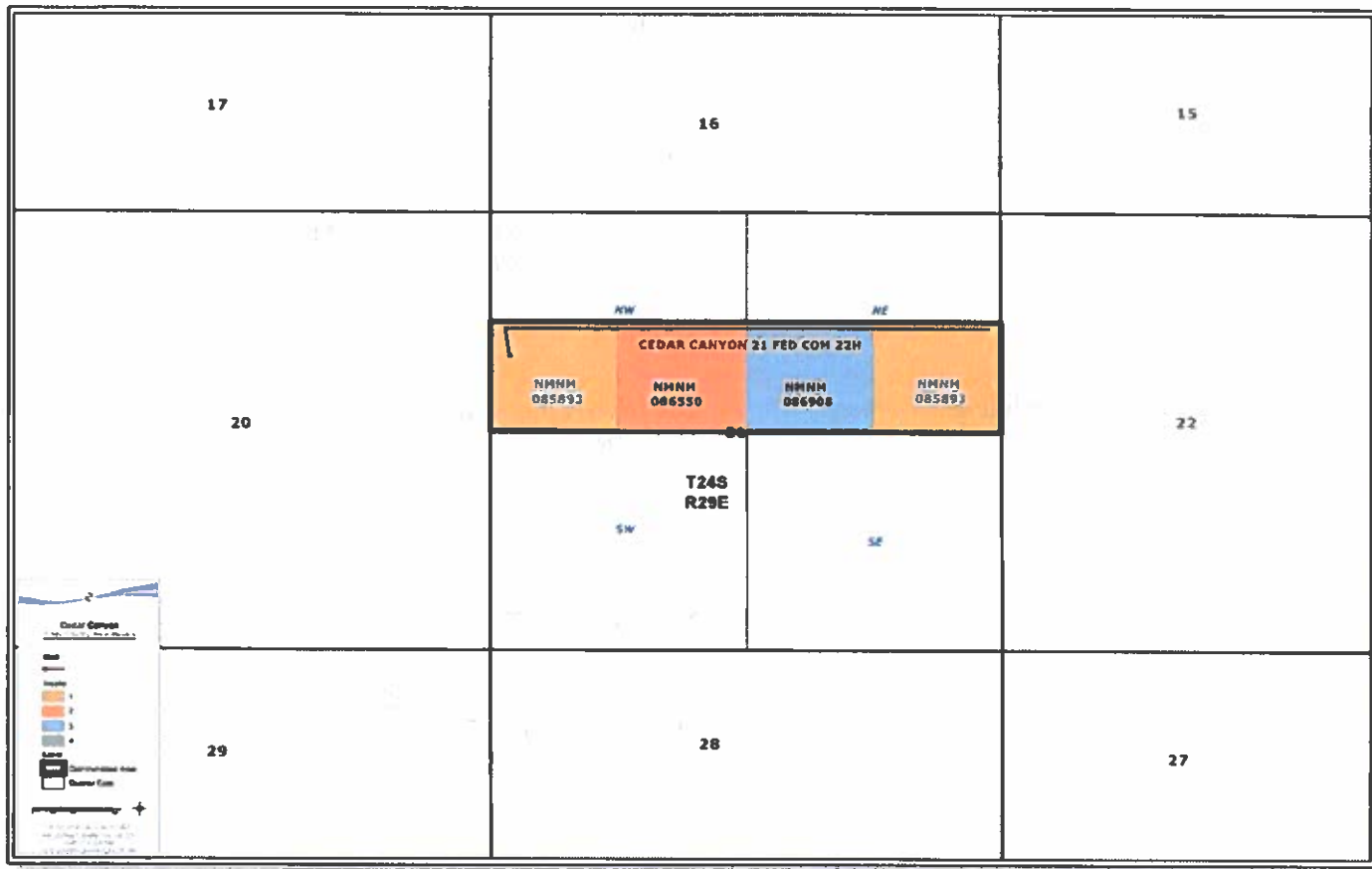


Erin Lloyd  
Notary Public in and for the State of Texas

## EXHIBIT "A"

Plat of communitized area covering **160.00** acres in S/2N/2 of Section 21, Township 24 South, Range 29 East, Eddy County, New Mexico.

### Cedar Canyon 21 Federal Com 22H



**EXHIBIT "B"**

To Communitization Agreement Dated October 1, 2017 embracing the following described land in S/2N/2 of Section 21, Township 24 South, Range 29 East, Eddy County, New Mexico.

Operator of Communitized Area: OXY USA Inc.

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

Lease Serial Number: NMNM - 085893

Description of Land Committed: Township 24 South, Range 29 East,  
Section 21: SE/4NE/4, SW/4NW/4

Number of Acres: 80.00

Name of Working Interest Owners: OXY USA Inc. – 100%  
\*EOG Resources, Inc. – 0% WI (Lessee only)

**Tract No. 2**

Lease Serial Number: NMNM - 086550

Description of Land Committed: Township 24 South, Range 29 East,  
Section 21: SE/4NW/4

Number of Gross Acres: 40.00

Name of Working Interest Owners: OXY USA Inc. – 100%  
\*EOG Resources, Inc. – 0% WI (Lessee only)

**Tract No. 3**

Lease Serial Number: NMNM - 086908

Description of Land Committed: Township 24 South, Range 29 East,  
Section 21: SW/4NE/4

Number of Gross Acres: 40.00

Name of Working Interest Owners: OXY USA Inc. – 100%

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	50.0000%
2	40.00	25.0000%
3	<u>40.00</u>	<u>25.0000%</u>
Total	160.00	100.0000%





## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of September, 2017, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

Township 24 South, Range 29 East, Section 21: N/2, Eddy County, New Mexico.

Containing 320.00 acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and

ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

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

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is September 1, 2017, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations

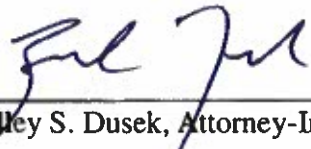
hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

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

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

**OXY USA Inc.**  
Operator

5/17/19  
Date

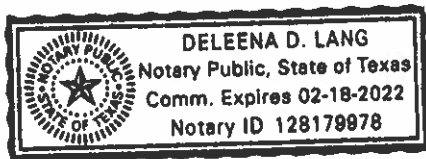
By:   
Bradley S. Dusek, Attorney-In-Fact

*ADM  
SBR  
JLS*

## ACKNOWLEDGEMENT

STATE OF TEXAS           )  
   )  
 COUNTY OF HARRIS       )

This instrument was acknowledged before me on May 17, 2019, by BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.



Deleena D. Lang  
 Notary Public in and for the State of Texas

OPERATING RIGHTS OWNER AND LESSEE OF RECORD FOR NM 085893, NM 086550 and NM 086908

OXY USA INC.

5/17/19  
 Date

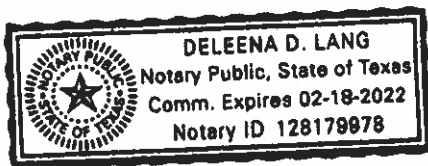
By:

Bradley S. Dusek, Attorney-In-Fact

## ACKNOWLEDGEMENT

STATE OF TEXAS           )  
   )  
 COUNTY OF HARRIS       )

This instrument was acknowledged before me on May 17, 2019, by BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.



Deleena D. Lang  
 Notary Public in and for the State of Texas

Cedar Canyon 21 Fed Com 31H

LESSEE OF RECORD FOR NM 085893 and NM 086550

EOG RESOURCES, INC.

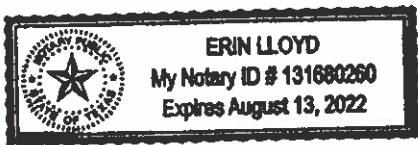
4-23-19  
Date

BY: Wendy Dalton  
NAME: Wendy Dalton  
TITLE: Agent & Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF Texas  
COUNTY OF Midland

This instrument was acknowledged before me on this the 23d day of April, 20 19,  
by Wendy Dalton, as Agent & Attorney-in-Fact of EOG RESOURCES,  
INC., a Delaware corporation, on behalf of said corporation.



Erin Lloyd  
Notary Public in and for the State of Texas



## EXHIBIT "A"

Plat of communitized area covering 320.00 acres in N/2 of Section 21, Township 24 South,  
Range 29 East, Eddy County, New Mexico.

### Cedar Canyon 21 Federal Com 31H



**EXHIBIT "B"**

To Communitization Agreement Dated September 1, 2017 embracing the following described land in N/2 of Section 21, Township 24 South, Range 29 East, Eddy County, New Mexico.

Operator of Communitized Area: OXY USA Inc.

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

Lease Serial Number: NMNM - 085893

Description of Land Committed: Township 24 South, Range 29 East,  
Section 21: E/2NE/4, W/2NW/4

Number of Acres: 160.00

Name of Working Interest Owners: OXY USA Inc. – 100%  
\*EOG Resources, Inc. – 0% WI (Lessee only)

**Tract No. 2**

Lease Serial Number: NMNM - 086550

Description of Land Committed: Township 24 South, Range 29 East,  
Section 21: E/2NW/4

Number of Gross Acres: 80.00

Name of Working Interest Owners: OXY USA Inc. – 100%  
\*EOG Resources, Inc. – 0% WI (Lessee only)

**Tract No. 3**

Lease Serial Number: NMNM - 086908

Description of Land Committed: Township 24 South, Range 29 East,  
Section 21: W/2NE/4

Number of Gross Acres: 80.00

Name of Working Interest Owners: OXY USA Inc. – 100%



**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	50.0000%
2	80.00	25.0000%
3	<u>80.00</u>	<u>25.0000%</u>
Total	320.00	100.0000%



Cedar Canyon 21-22 Fed Com 32H

Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of October, 2017, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

## WITNESSETH:

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

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

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

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

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

Township 24 South, Range 29 East, Sections 21 & 22: S/2 N/2, Eddy County, New Mexico.

Containing 320.00 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

**This agreement will affect only the production from the wellbore of the Cedar Canyon 21-22 Fed Com #32H well located at an approximate surface location of 1794' from the NORTH line and 141' from the WEST line of Section 21, Township 24 South, Range 29 East and a bottom hole location of 1700' from the NORTH line and 180' from the EAST**

line of Section 22, Township 24 South, Range 29 East, and shall not affect the allocation of production to any existing wells on the above described lands or on lands previously communitized with any of the above described lands.

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

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and

separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is October 1, 2017, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

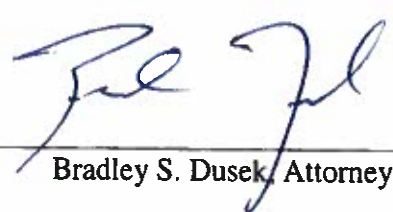
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

OXY USA Inc.  
Operator

10/16/18  
Date

By:

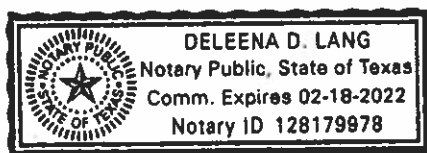
  
Bradley S. Dusek, Attorney-In-Fact

*9am  
OK  
JP*

## ACKNOWLEDGEMENT

STATE OF TEXAS           )  
   )  
 COUNTY OF HARRIS       )

This instrument was acknowledged before me on October 16, 2018, by BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.



[Signature]  
 Notary Public in and for the State of Texas

OPERATING RIGHTS OWNER AND LESSEE OF RECORD FOR NM 05893, NM 086550, NM 086908 and NM 081586

OXY USA INC.

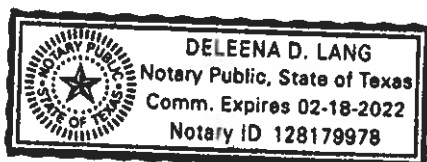
10/16/18  
 Date

By: [Signature]  
 Bradley S. Dusek, Attorney-In-Fact

## ACKNOWLEDGEMENT

STATE OF TEXAS           )  
   )  
 COUNTY OF HARRIS       )

This instrument was acknowledged before me on October 16, 2018, by BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.



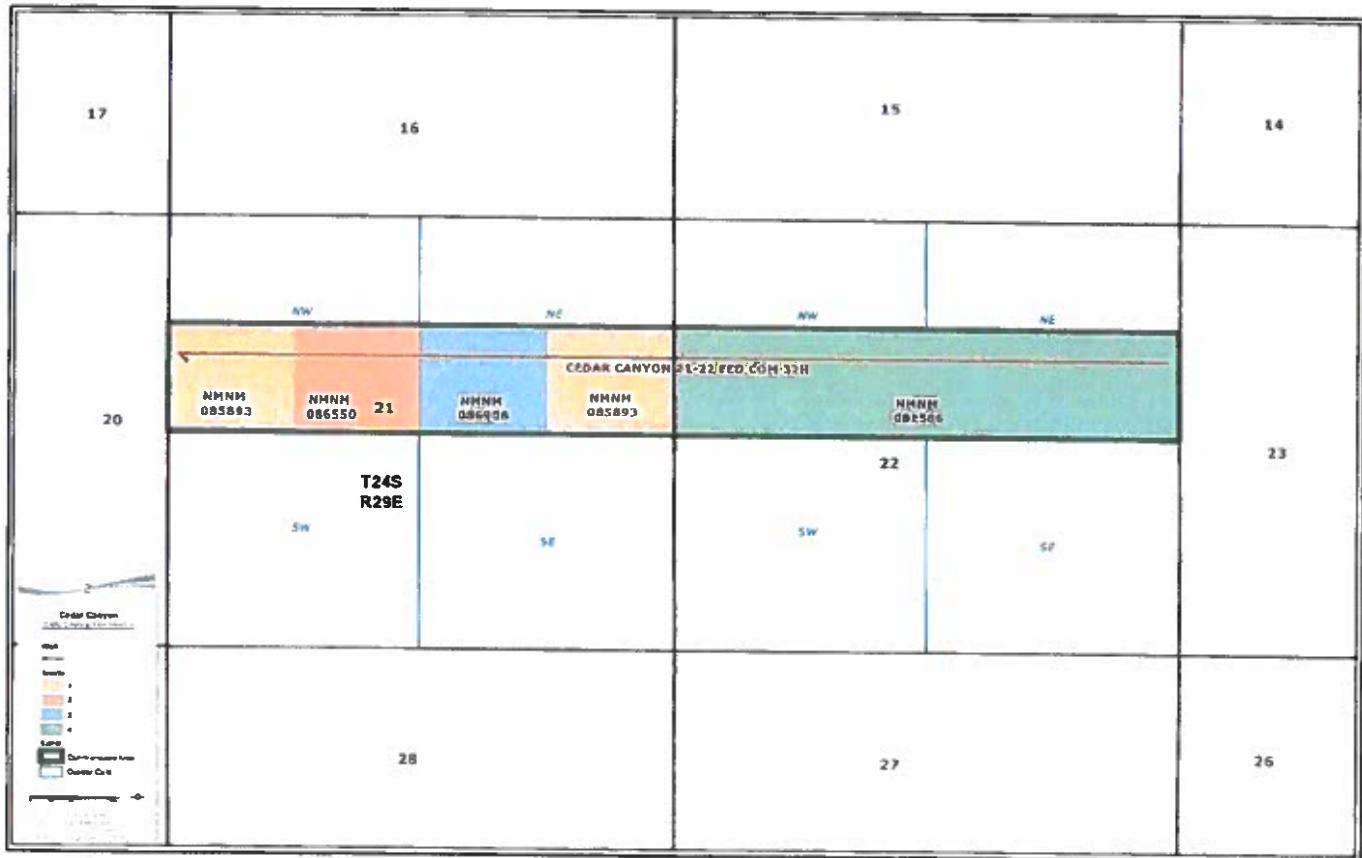
[Signature]  
 Notary Public in and for the State of Texas



### EXHIBIT "A"

Plat of communitized area covering **320.00** acres in N/2 of Sections 21 & 22, Township 24 South, Range 29 East, Eddy County, New Mexico.

Cedar Canyon 21-22 Federal Com 32H





## EXHIBIT "B"

To Communitization Agreement Dated September 1, 2017 embracing the following described land in S/2 N/2 of Sections 21 & 22, Township 24 South, Range 29 East, Eddy County, New Mexico.

Operator of Communitized Area: OXY USA Inc.

### DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

Lease Serial Number: NMNM - 085893

Description of Land Committed: Township 24 South, Range 29 East,  
I.M., Section 21: SE/4NE/4, SW/4NW/4

Number of Acres: 80.00

Name of Working Interest Owners: OXY USA Inc.

#### Tract No. 2

Lease Serial Number: NMNM - 086550

Description of Land Committed: Township 24 South, Range 29 East,  
I.M., Section 21: SE/4NW/4

Number of Gross Acres: 40.00

Name of Working Interest Owners: OXY USA Inc.

#### Tract No. 3

Lease Serial Number: NMNM - 086908

Description of Land Committed: Township 24 South, Range 29 East,  
I.M., Section 21: SW/4NE/4

Number of Gross Acres: 40.00

Name of Working Interest Owners: OXY USA Inc.

Tract No. 4

Lease Serial Number:	NMNM - 081586
Description of Land Committed:	Township 24 South, Range 29 East, I.M., Section 22: S/2N/2
Number of Gross Acres:	160.00
Name of Working Interest Owners:	OXY USA Inc.

## RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	25.0000%
2	40.00	12.5000%
3	40.00	12.5000%
4	<u>160.00</u>	<u>50.0000%</u>
Total	320.00	100.0000%





## United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Pecos District

Carlsbad Field Office

620 E. Greene

Carlsbad, New Mexico 88220-6292

[www.blm.gov/nm](http://www.blm.gov/nm)



IN REPLY REFER TO:

NM136578

3105.2 (P0220)

12/16/2016

Reference:

Communitization Agreement

Cedar Canyon 22 Fed Com 5H

T. 24 S., R. 29 E.,

Sec. 22: N2S2

Eddy County, NM

OXY USA INC.

P.O. Box 4294

Houston, TX 77210-4294

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NM136578 involving 40 acres of Federal land in lease NMNM13996 and 120 acres of Federal land in lease NMNM81586, Eddy County, New Mexico, which comprise a 160 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the N2S2 of sec. 22, T. 24 S., R. 29 E., NMPM, and is effective 11/01/2016. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state or local government interests is accurate.

Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of Natural Resources Revenue at 1-800-525-9167 or 303-231-3504.

If you have any questions regarding this approval, please contact Chris Walls, Petroleum Engineer at (575) 234-2234 or Deborah Ham at (575) 234-5965.

Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,



Cody R. Layton  
Assistant Field Manager,  
Lands and Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver (357B-1, Antoinette Contreras, Stacey Kaiser)

NM Taxation & Revenue Dept. (Revenue Processing Div.)

NMOCD

NM (9200)


NM (P0220-CFO, File Room)

Determination - Approval - Certification

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement 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 that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering the N2S2 of sec. 22, T. 24 S., R. 29 E., NMPM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: 12/16/2016

  
Cody R. Layton  
Assistant Field Manager,  
Lands and Minerals

Effective: 11/01/2016

Contract No.: Com. Agr. NM136578

Cedar Canyon 22 Fed Com #5H

**COMMUNITIZATION AGREEMENT**Contract No. NMI36578

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

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

Township 24 South, Range 29 East, NMPM  
Section 22: N/2 S/2

Eddy County, New Mexico

containing 160.00 acres, more or less, and this agreement shall include only the Bone Spring formation underlying said lands and the hydrocarbons (hereinafter referred to as communitized substances:) producible from such formation.

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 four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.

4. Operator shall furnish the Secretary of the Interior, or his authorized representative, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced 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.

All proceeds, 8/8ths, attributed to unleased Federal, State or fee land included within the Communitization Agreement area are to be placed in an interest earning escrow or trust account by the designated operator until the land is leased or ownership is established.

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

provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.

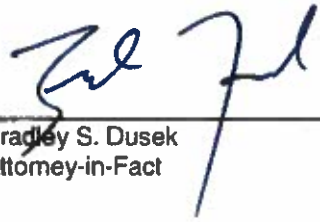
10. The date of this agreement is November 1, 2016, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-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. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in 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, or his duly authorized representative.
12. 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 fee and State Mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occurs in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. 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.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination: In connection with the performance of work under this agreement, the operator agrees to comply with all 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.

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:

OXY USA Inc.

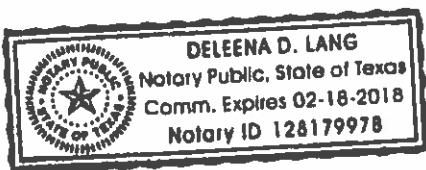
DATE: 11/8/2016

BY:   
Bradley S. Dusek  
Attorney-in-Fact

DM  
JVS

STATE OF TEXAS           )  
  )  
COUNTY OF HARRIS       )

This instrument was acknowledged before me on November 8, 2016, by Bradley S. Dusek, Attorney-in-Fact of OXY USA Inc., a Delaware corporation, on behalf of said corporation.



  
Notary Public in and for the State of Texas

LESSEES OF RECORD

DATE: 11/8/2016

OCCIDENTAL PERMIAN LIMITED PARTNERSHIP  
By: Occidental Permian Manager LLC,  
General Partner

By: [Signature]

Name: BURNEY DUSTIN

Title: Attorney in Fact

qpm  
JVS

ACKNOWLEDGEMENTS

STATE OF Texas )  
COUNTY OF Harris )

This instrument was acknowledged before me on November 8, 2016, by Bradley Derek, Attorney in Fact of Occidental Permian Manager LLC, a Delaware limited liability company, as General Partner of Occidental Permian Limited Partnership, a Texas limited partnership, on behalf of Occidental Permian Limited Partnership.

[Signature]  
Notary Public in and for the State of Texas  
Notary's name printed: Deleena D. Lang  
Notary's commission expires: February 18, 2018

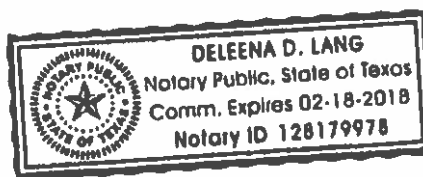
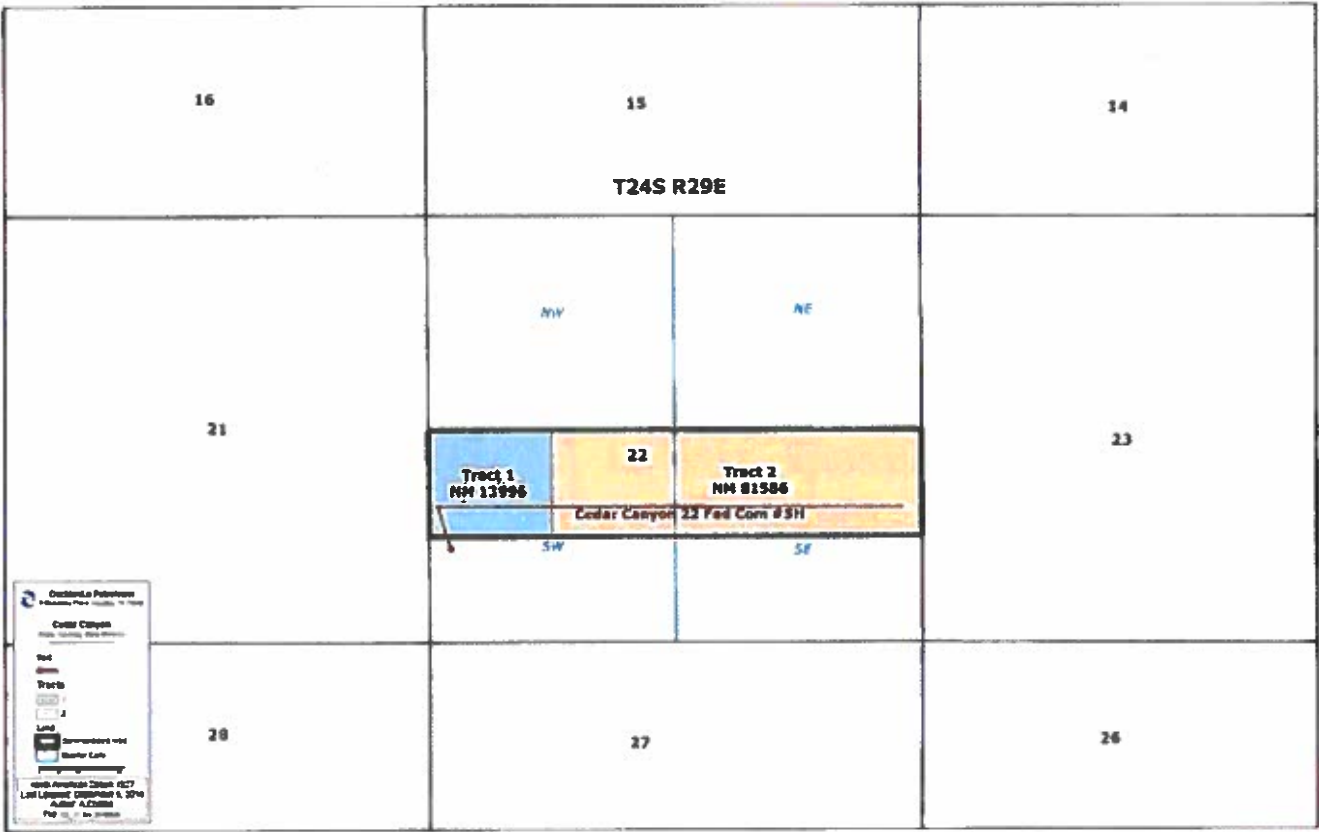


EXHIBIT "A"

Attached to and made a part of that certain Communitization Agreement dated November 1, 2016, by OXY USA Inc., embracing the N/2 S/2 of Section 22, Township 24 South, Range 29 East, NMPM, all in Eddy County, New Mexico



**EXHIBIT "B"**

Attached to and made a part of that certain Communitization Agreement dated November 1, 2016, by OXY USA Inc., embracing the N/2 S/2 Section 22, Township 24 South, Range 29 East, NMPM, all in Eddy County, New Mexico

Operator of Communitized Area: OXY USA Inc.

**DESCRIPTION OF LEASES COMMITTED**

**Tract No.:** 1

**Lease Serial No.:** NM NM 13996

**Description of Land Committed:** NW/4 SW/4, Sec. 22, T24S-R29E, NMPM

**Number of Acres:** 40.00 acres

**Lessee of Record:** Occidental Permian Limited Partnership

**Name and Percent WI Owner:**

OXY USA Inc.	72.97%
Mobil Producing Texas & New Mexico Inc.	12.50%
GD McKinney Investments LP	4.81%
Wayne Newkumet and Linda Newkumet	4.72%
Leopard Petroleum LP	1.00%
DRW Energy LLC	1.00%
B. Jack Reed	1.00%
Beryl Oil and Gas, LP	1.00%
M'Lissa L. McKinney Shoening	1.00%

**Tract No.:** 2

**Lease Serial No.:** NM NM 81586

**Description of Land Committed:** NE/4 SW/4 and N/2 SE/4, Sec. 22, T24S-R29E, NMPM

**Number of Acres:** 120.00 acres

**Lessee of Record:** OXY USA Inc

**Name and Percent WI Owner:**

OXY USA Inc. 100.00% WI

**RECAPITULATION**

<b><u>TRACT NO.</u></b>	<b><u>NUMBER OF ACRES COMMITTED</u></b>	<b><u>PERCENTAGE OF INTEREST IN COMMUNITIZED AREA</u></b>
No. 1	40.00	25.00%
No. 2	120.00	75.00%
	160.00	100.00%



## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 28<sup>th</sup> day of September, 2017, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

Township 24 South, Range 29 East, Section 21: N/2N/2, Eddy County, New Mexico.

Containing 160.00 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the

operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

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

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is September 28, 2017, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations

hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

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

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

**OXY USA Inc.**  
Operator

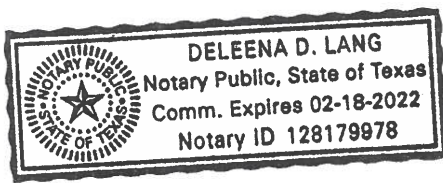
4/30/2020  
Date

By: John V. Schneider  
John V. Schneider, Attorney-In-Fact

## ACKNOWLEDGEMENT

STATE OF TEXAS )  
 )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on April 30, 2020, by JOHN V. SCHNEIDER, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.



  
Notary Public in and for the State of Texas

OPERATING RIGHTS OWNER FOR NMNM 085893, NMNM 086550 and NMNM 086908  
LESSEE OF RECORD FOR NM 086908

**OXY USA INC.**

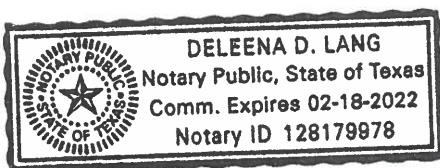
4/30/2020  
Date

By: John V. Schneider  
John V. Schneider, Attorney-In-Fact

## ACKNOWLEDGEMENT

STATE OF TEXAS               )  
COUNTY OF HARRIS         )

This instrument was acknowledged before me on April 30, 2020, by JOHN V. SCHNEIDER, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.




10/10/2020  
Notary Public in and for the State of Texas

LESSEE OF RECORD FOR NMNM 085893 and NMNM 086550

EOG RESOURCES, INC.

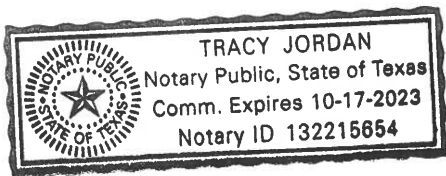
5-6-2020  
Date

BY: Wendy Dalton   
NAME: Wendy Dalton  
TITLE: Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF Texas )  
COUNTY OF Midland )

This instrument was acknowledged before me on this the 6<sup>th</sup> day of May, 2020,  
by Wendy Dalton, as Attorney-in-Fact of EOG RESOURCES,  
INC., a Delaware corporation, on behalf of said corporation.



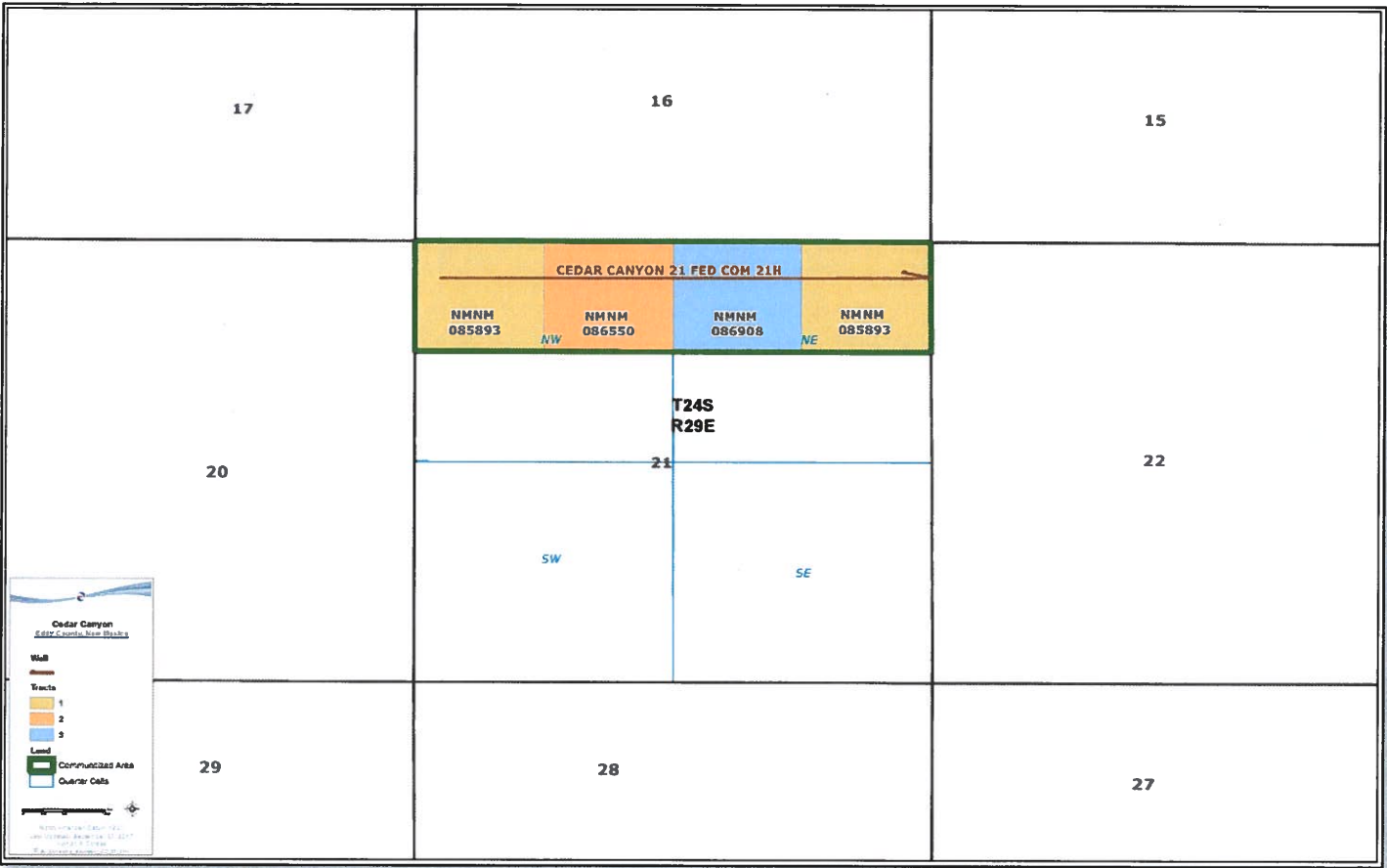
Tracy Jordan  
Notary Public in and for the State of Texas



**EXHIBIT "A"**

Plat of communitized area covering **160.00** acres in N/2N/2 of Section 21, Township 24 South, Range 29 East, Eddy County, New Mexico.

Cedar Canyon 21 Federal Com 21H



**EXHIBIT "B"**

To Communitization Agreement Dated September 28, 2017 embracing the following described land in N/2N/2 of Section 21, Township 24 South, Range 29 East, Eddy County, New Mexico.

Operator of Communitized Area: OXY USA Inc.

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

Lease Serial Number: NMNM - 085893  
Description of Land Committed: Township 24 South, Range 29 East,  
Section 21: NE/4NE/4, NW/4NW/4  
Number of Acres: 80.00  
Current Lessee of Record: EOG Resources, Inc.  
Name and Percent of WI Owners: OXY USA Inc. – 100%

**Tract No. 2**

Lease Serial Number: NMNM - 086550  
Description of Land Committed: Township 24 South, Range 29 East,  
Section 21: NE/4 NW/4  
Number of Gross Acres: 40.00  
Current Lessee of Record: EOG Resources, Inc.  
Name and Percent of WI Owners: OXY USA Inc. – 100%

**Tract No. 3**

Lease Serial Number: NMNM - 086908  
Description of Land Committed: Township 24 South, Range 29 East,  
Section 21: NW/4 NE/4  
Number of Gross Acres: 40.00  
Current Lessee of Record: OXY USA Inc.  
Name and Percent of WI Owners: OXY USA Inc. – 100%



**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	50.0000%
2	40.00	25.0000%
3	<u>40.00</u>	<u>25.0000%</u>
Total	160.00	100.0000%

Salt Flat 20-29 W/2 BS

Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of November, 2019, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

## WITNESSETH:

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

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

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

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

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

**Township 24 South, Range 29 East, N.M.P.M.****W2 of Sections 20 & 29, Eddy County, New Mexico**

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

Salt Flat 20-29 W/2 BS

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be OXY USA Inc., 5 Greenway Plaza, Suite 110, Houston, TX 77046-0521. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

Salt Flat 20-29 W/2 BS

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is November 1, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and

Salt Flat 20-29 W/2 BS

hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

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

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

**OPERATOR:**

**OXY USA INC.**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

John S. Schneider  
Attorney-in-Fact

Salt Flat 20-29 W/2 BS

## ACKNOWLEDGMENT

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS            )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
JOHN S. SCHNEIDER, ATTORNEY-IN-FACT of **OXY USA INC.**, a Delaware  
corporation, on behalf of said corporation.

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Notary Public in and for the State of Texas

Salt Flat 20-29 W/2 BS

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

LESSEE OF RECORD:

**OXY USA INC**

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

NAME: John S. Schneider  
Name of Authorized Agent

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF Texas §  
§  
COUNTY OF Harris §

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

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

Salt Flat 20-29 W/2 BS

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

LESSEE OF RECORD:

**STRATA PRODUCTION CO**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

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

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



Salt Flat 20-29 W/2 BS

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

LESSEE OF RECORD:

**CHEVRON USA INC.**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

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

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

Salt Flat 20-29 W/2 BS

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

LESSEE OF RECORD:

**EOG RESOURCES INC.**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
§  
COUNTY OF \_\_\_\_\_ §

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

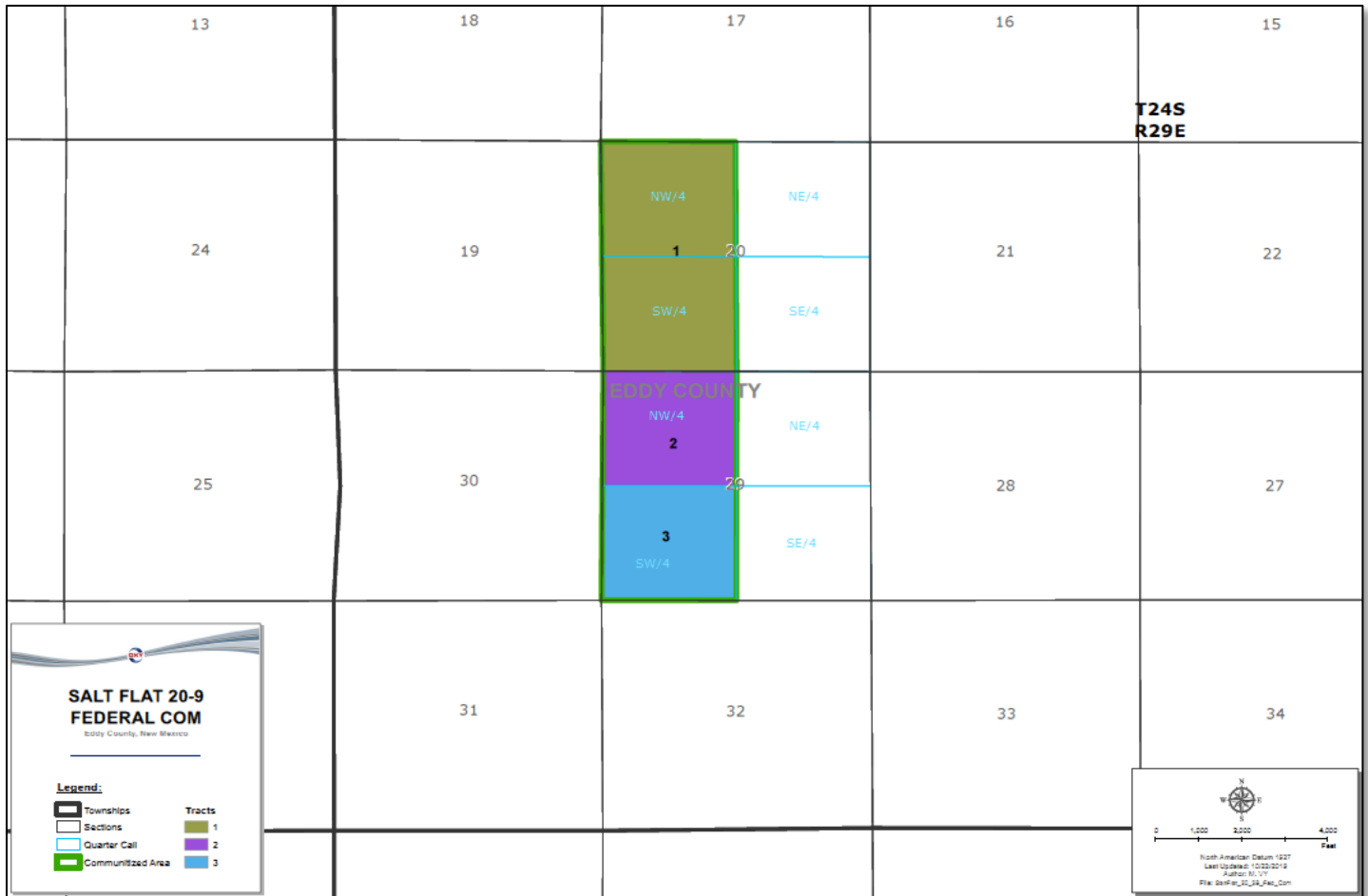
\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

Salt Flat 20-29 W/2 BS

## EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated November 1, 2019.

Plat of communitized area covering **640.00** acres in the W/2 of Sections 20 and 29, Township 24 South, Range 29 East, Eddy County, New Mexico.



Salt Flat 20-29 W/2 BS

**EXHIBIT “B”**

To Communitization Agreement Dated November 1, 2019 embracing the following described land in the  
W/2 of Sections 20 & 29 of Township 24 South, Range 29 East, Eddy County, New Mexico

Operator of Communitized Area: OXY USA Inc.

**DESCRIPTION OF LEASES COMMITTED**

**Tract No. 1**

Lease Serial Number:	NMNM-017224
Description of Land Committed:	Township 24 South, Range 29 East, Section 20: W/2
Number of Acres:	320
Current Lessee of Record:	Strata Production Co
Name and Percent of WI Owners:	OXY USA Inc. – 75% Chevron USA Inc. – 25%

**Tract No. 2**

Lease Serial Number:	NMNM-094651
Description of Land Committed:	Township 24 South, Range 29 East, Section 29: NW/4
Number of Acres:	160
Current Lessee of Record:	OXY USA Inc.
Name and Percent of WI Owners:	OXY USA Inc. – 75% Chevron USA Inc. – 25%

Salt Flat 20-29 W/2 BS

Tract No. 3

Lease Serial Number: NMNM-053229

Description of Land Committed: Township 24 South, Range 29 East,  
Section 29: SW/4

Number of Acres: 160

Current Lessee of Record: EOG Resources Inc.

Name and Percent of WI Owners: OXY USA Inc. – 75%  
Chevron USA Inc. – 25%

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	320.00	50.0000%
2	160.00	25.0000%
3	<u>160.00</u>	<u>25.0000%</u>
<b>Total</b>	<b>640.00</b>	<b>100.0000%</b>

Salt Flat CC 20-29 W/2 WC

Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of November, 2019, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

## WITNESSETH:

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

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

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

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

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

**Township 24 South, Range 29 East, N.M.P.M.****W2 of Sections 20 & 29, Eddy County, New Mexico**

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

Salt Flat CC 20-29 W/2 WC

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be OXY USA Inc., 5 Greenway Plaza, Suite 110, Houston, TX 77046-0521. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

Salt Flat CC 20-29 W/2 WC

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is November 1, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and



Salt Flat CC 20-29 W/2 WC

hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

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

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

**OPERATOR:**

**OXY USA INC.**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

John S. Schneider  
Attorney-in-Fact

Salt Flat CC 20-29 W/2 WC

## ACKNOWLEDGMENT

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS            )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
JOHN S. SCHNEIDER, ATTORNEY-IN-FACT of **OXY USA INC.**, a Delaware  
corporation, on behalf of said corporation.

---

Notary Public in and for the State of Texas

Salt Flat CC 20-29 W/2 WC

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

LESSEE OF RECORD:

**OXY USA INC**

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

NAME: John S. Schneider  
Name of Authorized Agent

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF Texas §  
§  
COUNTY OF Harris §

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

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

Salt Flat CC 20-29 W/2 WC

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

LESSEE OF RECORD:

**STRATA PRODUCTION CO**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
§  
COUNTY OF \_\_\_\_\_ §

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

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

Salt Flat CC 20-29 W/2 WC

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

LESSEE OF RECORD:

**CHEVRON USA INC.**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

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

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

Salt Flat CC 20-29 W/2 WC

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

LESSEE OF RECORD:

**EOG RESOURCES INC.**

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

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

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

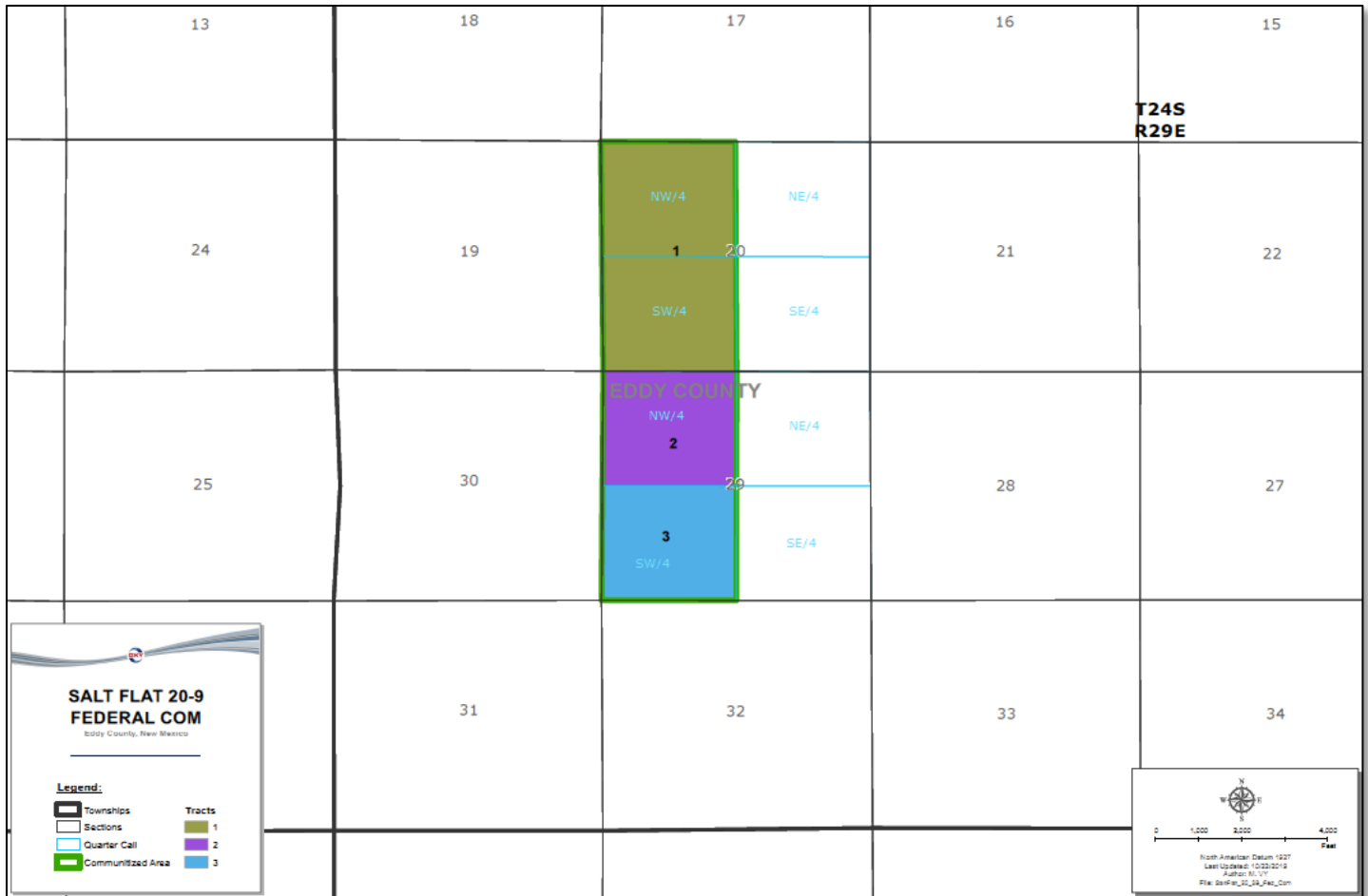
**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
§  
COUNTY OF \_\_\_\_\_ §

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

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

Salt Flat CC 20-29 W/2 WC

**EXHIBIT "A"**Attached to and made a part of that Communitization Agreement dated November 1, 2019.Plat of communitized area covering **640.00** acres in the W/2 of Sections 20 and 29, Township 24 South, Range 29 East, Eddy County, New Mexico.

Salt Flat CC 20-29 W/2 WC

**EXHIBIT "B"**

To Communitization Agreement Dated November 1, 2019 embracing the following described land in the  
W/2 of Sections 20 & 29 of Township 24 South, Range 29 East, Eddy County, New Mexico

Operator of Communitized Area: OXY USA Inc.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	NMNM-017224
Description of Land Committed:	Township 24 South, Range 29 East, Section 20: W/2
Number of Acres:	320
Current Lessee of Record:	Strata Production Co
Name and Percent of WI Owners:	OXY USA Inc. – 75% Chevron USA Inc. – 25%

Tract No. 2

Lease Serial Number:	NMNM-094651
Description of Land Committed:	Township 24 South, Range 29 East, Section 29: NW/4
Number of Acres:	160
Current Lessee of Record:	OXY USA Inc.
Name and Percent of WI Owners:	OXY USA Inc. – 75% Chevron USA Inc. – 25%



Salt Flat CC 20-29 W/2 WC

Tract No. 3

Lease Serial Number: NMNM-053229

Description of Land Committed: Township 24 South, Range 29 East,  
Section 29: SW/4

Number of Acres: 160

Current Lessee of Record: EOG Resources Inc.

Name and Percent of WI Owners: OXY USA Inc. – 75%  
Chevron USA Inc. – 25%

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	320.00	50.0000%
2	160.00	25.0000%
3	<u>160.00</u>	<u>25.0000%</u>
<b>Total</b>	<b>640.00</b>	<b>100.0000%</b>

Salt Flat CC 20-29 E/2 BS

Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of November, 2019, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

## WITNESSETH:

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

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

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

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

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

**Township 24 South, Range 29 East, N.M.P.M.****E/2 of Sections 20 & 29, Eddy County, New Mexico**

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

Salt Flat CC 20-29 E/2 BS

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be OXY USA Inc., 5 Greenway Plaza, Suite 110, Houston, TX 77046-0521. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is November 1, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and

Salt Flat CC 20-29 E/2 BS

hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

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

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

**OPERATOR:**

**OXY USA INC.**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact

Salt Flat CC 20-29 E/2 BS

## ACKNOWLEDGMENT

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS            )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, ATTORNEY-IN-FACT of **OXY USA INC.**, a Delaware  
corporation, on behalf of said corporation.

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

Salt Flat CC 20-29 E/2 BS

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

**OXY USA INC.**

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

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

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF Texas §  
§  
COUNTY OF Harris §

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

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

Salt Flat CC 20-29 E/2 BS

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

**OCCIDENTAL PERMIAN LIMITED PARTNERSHIP**  
**By: Occidental Permian Manager LLC,**  
**Its General Partner**

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

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

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, **ATTORNEY-IN-FACT** of **Occidental Permian Manager**  
**LLC**, a Delaware limited liability company, on behalf of **OCCIDENTAL PERMIAN**  
**LIMITED PARTNERSHIP**, a Texas limited partnership.

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



Salt Flat CC 20-29 E/2 BS

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

**OXY Y-1 COMPANY**

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

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

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, ATTORNEY-IN-FACT of **OXY Y-1 COMPANY**, a  
New Mexico corporation, on behalf of said corporation.

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

Salt Flat CC 20-29 E/2 BS

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

**OXY USA WTP Limited Partnership**  
**By: Occidental Permian Manager LLC, its General Partner**

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

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

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, **ATTORNEY-IN-FACT** of **OCCIDENTAL PERMIAN  
MANAGER LLC**, a Delaware limited liability company, on behalf of **OXY USA WTP  
LIMITED PARTNERSHIP**, a Delaware limited partnership.

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

Salt Flat CC 20-29 E/2 BS

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

**MRC PERMIAN COMPANY**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

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

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

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

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

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

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

Salt Flat CC 20-29 E/2 BS

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

**PRIME ROCK RESOURCES ASSET CO., LLC**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §  
\_\_\_\_\_

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Attorney-in-fact of PRIME ROCK RESOURCES ASSET CO., LLC, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

Salt Flat CC 20-29 E/2 BS

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

**DEVON ENERGY PRODUCTION COMPANY LP**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
§  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Attorney-in-fact of DEVON ENERGY PRODUCTION COMPANY LP, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

Salt Flat CC 20-29 E/2 BS

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

**CHEVRON USA INC.**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §  
\_\_\_\_\_

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

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

Salt Flat CC 20-29 E/2 BS

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

**EOG RESOURCES INC.**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

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

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



Salt Flat CC 20-29 E/2 BS

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

**WPX ENERGY PERMIAN, LLC**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Attorney-in-fact of WPX ENERGY PERMIAN, LLC, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

Salt Flat CC 20-29 E/2 BS

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

**WINCHESTER ENERGY, LLC**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §  
\_\_\_\_\_

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

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

Salt Flat CC 20-29 E/2 BS

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

**MADURO OIL & GAS, LLC**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §  
\_\_\_\_\_

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Attorney-in-fact of MADURO OIL & GAS, LLC, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

Salt Flat CC 20-29 E/2 BS

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

**1 TIMOTHY 6, LLC**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §  
\_\_\_\_\_

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Attorney-in-fact of 1 TIMOTHY 6, LLC, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

Salt Flat CC 20-29 E/2 BS

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

**LONSDALE RESOURCES, LLC**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §  
\_\_\_\_\_

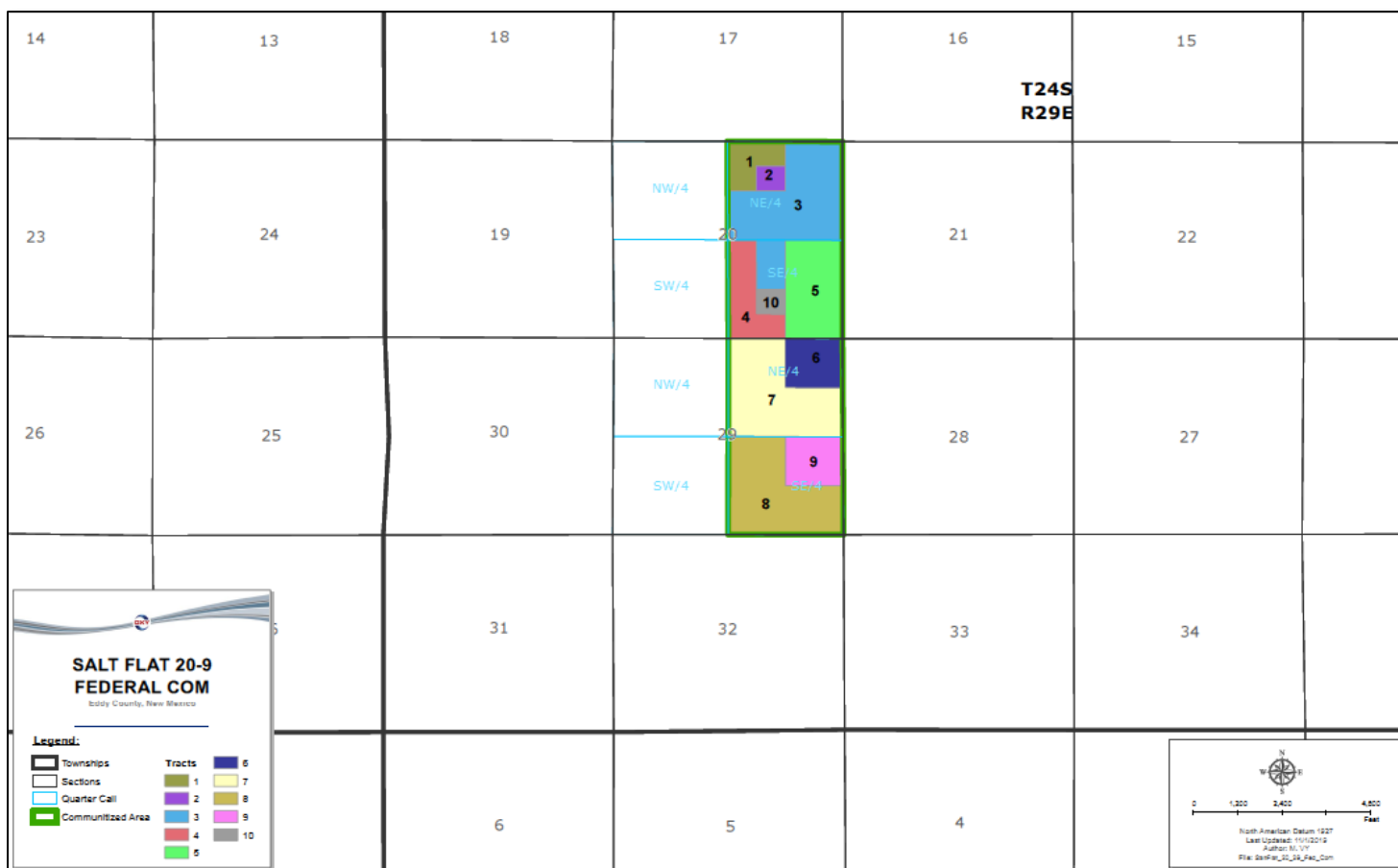
The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Attorney-in-fact of LONSDALE RESOURCES, LLC, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

Salt Flat CC 20-29 E/2 BS

**EXHIBIT "A"**Attached to and made a part of that Communitization Agreement dated November 1, 2019.

Plat of communitized area covering **640.00** acres in the W/2 of Sections 20 and 29, Township 24 South, Range 29 East, Eddy County, New Mexico.



Salt Flat CC 20-29 E/2 BS

**EXHIBIT "B"**

To Communitization Agreement Dated November 1, 2019 embracing the following described land in the  
W/2 of Sections 20 & 29 of Township 24 South, Range 29 East, Eddy County, New Mexico

Operator of Communitized Area: OXY USA Inc.

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

Lease Serial No.: Fee

Description of Land Committed: Township 24 South, Range 29 East,  
Section 20: W/2 NW/4 NE/4, NE/4 NW/4  
NE/4, & N/2 SE/4 NW/4 NE/4

Number of Acres: 35

Authority for Pooling: Leases contain pooling clauses.  
(Also subject to Force Pooling Order No. R-20733)

Lease Owner: See below.

Name and Percent of WI Owners: MRC Permian Company – 50%  
Tap Rock Resources, LLC – 49.212%  
Prime Rock Resources Asset Co., LLC -  
.78125%

**Lease No. 1**

Lessor: Brett Guitar Witherspoon, et al  
Current Lessee: Tap Rock Resources, LLC  
Date of Lease: 7/5/2017

**Lease No. 2**

Lessor: Pardue Limited Company  
Current Lessee: MRC Permian Company  
Date of Lease: 8/14/2016  
Recording: Vol. 711, Page 771

**Lease No. 3**

Lessor: CrownRock Minerals, L.P.  
Current Lessee: Prime Rock Resources Asset Co., LLC  
Date of Lease: 8/21/2017

**Tract No. 2**

Lease Serial No.: Fee

Salt Flat CC 20-29 E/2 BS

Description of Land Committed: Township 24 South, Range 29 East,  
Section 20: S/2 SE/4 NW/4 NE/4

Number of Acres: 5

Authority for Pooling: Leases contain pooling clauses.  
(Also subject to Force Pooling Order No. R-20733)

Lease Owner: See below.

Name and Percent of WI Owners: OXY USA Inc. – 68.136946%  
MRC Permian Company – 31.863054%

**Lease No. 1**

Lessor: Realeza Del Spear., LP  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63006860  
Date of Lease: 11/08/2017

**Lease No. 2**

Lessor: Carmex, Inc.  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63009949  
Date of Lease: 8/8/2017

**Lease No. 3**

Lessor: Francis F. Beeman and wife Bettye Jo Beeman  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63006568  
Date of Lease: 6/16/2017

**Lease No. 4**

Lessor: Mark A. Beeman  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63009891  
Date of Lease: 7/16/2017

**Lease No. 5**

Lessor: Patricia Ann Beeman Allen Trust  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63009925  
Date of Lease: 6/16/2017

**Lease No. 6**

Lessor: Steve Stribling  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63010011



Salt Flat CC 20-29 E/2 BS

Date of Lease: 6/16/2017

**Lease No. 7**

Lessor: T. L. Rees  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63006570  
Date of Lease: 6/16/2017

**Lease No. 8**

Lessor: William F. Beeman  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63006665  
Date of Lease: 6/16/2017

**Lease No. 9**

Lessor: Robert B. Beeman  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63006799  
Date of Lease: 2/14/2018

**Lease No. 10**

Lessor: Martha Joy Stribling  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63009903  
Date of Lease: 4/3/2018

**Lease No. 11**

Lessor: Zia Royalty, LLC  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63009933  
Date of Lease: 3/6/2018

**Lease No. 12**

Lessor: The Beveridge Company  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63009979  
Date of Lease: 3/6/2018

**Lease No. 13**

Lessor: Patricia Gae Stamps  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63010078  
Date of Lease: 2/14/2018

**Lease No. 14**

Lessor: Camille Osborn Hall

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Current Lessee: OXY USA Inc.  
OXY Lease No.: 63010396  
Date of Lease: 2/14/2018

**Lease No. 15**

Lessor: Pamela Rae Cummings  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63012101  
Date of Lease: 2/14/2018

**Lease No. 16**

Lessor: John D. Stribling  
Current Lessee: OXY USA Inc.  
Date of Lease: 3/6/2018

**Tract No. 3**

Lease Serial Number: NMNM-102914  
  
Description of Land Committed: Township 24 South, Range 29 East,  
Section 20: E/2 NE/4, SW/4 NE/4, E/2  
NW/4 SE/4  
  
Number of Acres: 140  
  
Current Lessee of Record: OXY USA Inc.  
OXY Y-1 Company  
  
Name and Percent of WI Owners: OXY USA Inc. – 80%  
OXY Y-1 Company – 20%

**Tract No. 4**

Lease Serial Number: NMNM-119237  
  
Description of Land Committed: Township 24 South, Range 29 East,  
Section 20: W/2 W/2 SE/4, SE/4 SW/4  
SE/4  
  
Number of Acres: 50  
  
Current Lessee of Record: Chevron USA Inc.  
  
Name and Percent of WI Owners: OXY USA Inc. – 25%

Salt Flat CC 20-29 E/2 BS

OXY Y-1 Company – 50%  
Occidental Permian Limited Partnership – 25%

Tract No. 5

Lease Serial Number: NMNM-096222

Description of Land Committed: Township 24 South, Range 29 East,  
Section 20: E/2 SE/4

Number of Acres: 80

Current Lessee of Record: Devon Energy Production Company LP

Name and Percent of WI Owners: OXY USA Inc. – 100%

Tract No. 6

Lease Serial Number: NMNM-121952

Description of Land Committed: Township 24 South, Range 29 East,  
Section 29: NE/4 NE/4

Number of Acres: 40

Current Lessee of Record: OXY USA Inc.  
OXY Y-1 Company

Name and Percent of WI Owners: OXY USA Inc. – 80%  
OXY Y-1 Company – 20%

Tract No. 7

Lease Serial Number: NMNM-094651

Description of Land Committed: Township 24 South, Range 29 East,  
Section 29: W/2 NE/4, SE/4 NE/4

Number of Acres: 120

Current Lessee of Record: OXY USA Inc.

Name and Percent of WI Owners: OXY USA Inc. – 100%

Salt Flat CC 20-29 E/2 BS

Tract No. 8

Lease Serial Number: NMNM-053229

Description of Land Committed: Township 24 South, Range 29 East,  
Section 29: W/2 SE/4, SE/4 SE/4

Number of Acres: 120

Current Lessee of Record: EOG Resources Inc.

Name and Percent of WI Owners: OXY USA Inc. – 100%

Tract No. 9

Lease Serial Number: NMNM-054289

Description of Land Committed: Township 24 South, Range 29 East,  
Section 29: NE/4 SE/4

Number of Acres: 40

Current Lessee of Record: EOG Resources Inc.

Name and Percent of WI Owners: OXY USA Inc. – 33.333%  
OXY USA WTP Limited Partnership –  
33.333%  
WPX Energy Permian, LLC – 33.333%

Tract No. 10

Lease Serial Number: NMNM-102914

Description of Land Committed: Township 24 South, Range 29 East,  
Section 20: NE/4 SW/4 SE/4

Number of Acres: 10

Current Lessee of Record: OXY USA Inc.  
OXY Y-1 Company

Name and Percent of WI Owners: OXY USA Inc. – 20%

Salt Flat CC 20-29 E/2 BS

OXY Y-1 Company – 20%  
Winchester Energy, LLC – 30%  
Maduro Oil & Gas, LLC – 7.5%  
1 Timothy 6, LLC – 15%  
Lonsdale Resources, LLC – 7.5%

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	35.00	5.4688%
2	5.00	.7812%
3	140.00	21.8750%
4	50.00	7.8125%
5	80.00	12.5000%
6	40.00	6.2500%
7	120.00	18.7500%
8	120.00	18.7500%
9	40.00	6.2500%
10	<u>10.00</u>	<u>1.5625%</u>
<b>Total</b>	<b>640.00</b>	<b>100.0000%</b>

Salt Flat CC 20-29 E/2 WC

Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of November, 2019, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

## WITNESSETH:

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

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

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

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

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

**Township 24 South, Range 29 East, N.M.P.M.**

**E/2 of Sections 20 & 29, Eddy County, New Mexico**

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

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2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be OXY USA Inc., 5 Greenway Plaza, Suite 110, Houston, TX 77046-0521. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is November 1, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and



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hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

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

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

**OPERATOR:**

**OXY USA INC.**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact

Salt Flat CC 20-29 E/2 WC

## ACKNOWLEDGMENT

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS                    )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, ATTORNEY-IN-FACT of **OXY USA INC.**, a Delaware  
corporation, on behalf of said corporation.

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

Salt Flat CC 20-29 E/2 WC

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

**OXY USA INC.**

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

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

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF Texas §  
§  
COUNTY OF Harris §

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

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

Salt Flat CC 20-29 E/2 WC

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

**OCCIDENTAL PERMIAN LIMITED PARTNERSHIP**  
**By: Occidental Permian Manager LLC,**  
**Its General Partner**

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

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

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, **ATTORNEY-IN-FACT** of **Occidental Permian Manager**  
**LLC**, a Delaware limited liability company, on behalf of **OCCIDENTAL PERMIAN**  
**LIMITED PARTNERSHIP**, a Texas limited partnership.

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

Salt Flat CC 20-29 E/2 WC

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

**OXY Y-1 COMPANY**

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

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

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, ATTORNEY-IN-FACT of **OXY Y-1 COMPANY**, a  
New Mexico corporation, on behalf of said corporation.

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

Salt Flat CC 20-29 E/2 WC

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

**OXY USA WTP Limited Partnership**  
**By: Occidental Permian Manager LLC, its General Partner**

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

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

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, **ATTORNEY-IN-FACT** of **OCCIDENTAL PERMIAN  
MANAGER LLC**, a Delaware limited liability company, on behalf of **OXY USA WTP  
LIMITED PARTNERSHIP**, a Delaware limited partnership.

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

Salt Flat CC 20-29 E/2 WC

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

**MRC PERMIAN COMPANY**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

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

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

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

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

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

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



Salt Flat CC 20-29 E/2 WC

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

**PRIME ROCK RESOURCES ASSET CO., LLC**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §  
\_\_\_\_\_

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Attorney-in-fact of PRIME ROCK RESOURCES ASSET CO., LLC, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

Salt Flat CC 20-29 E/2 WC

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

**DEVON ENERGY PRODUCTION COMPANY LP**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §  
\_\_\_\_\_

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Attorney-in-fact of DEVON ENERGY PRODUCTION COMPANY LP, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

Salt Flat CC 20-29 E/2 WC

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

**CHEVRON USA INC.**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §  
\_\_\_\_\_

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

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

Salt Flat CC 20-29 E/2 WC

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

**EOG RESOURCES INC.**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

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

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

Salt Flat CC 20-29 E/2 WC

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

**WPX ENERGY PERMIAN, LLC**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §  
\_\_\_\_\_

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Attorney-in-fact of WPX ENERGY PERMIAN, LLC, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

Salt Flat CC 20-29 E/2 WC

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

**WINCHESTER ENERGY, LLC**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §  
\_\_\_\_\_

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

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

Salt Flat CC 20-29 E/2 WC

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

**MADURO OIL & GAS, LLC**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §  
\_\_\_\_\_

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Attorney-in-fact of MADURO OIL & GAS, LLC, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

Salt Flat CC 20-29 E/2 WC

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

**1 TIMOTHY 6, LLC**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §  
\_\_\_\_\_

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Attorney-in-fact of 1 TIMOTHY 6, LLC, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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



Salt Flat CC 20-29 E/2 WC

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

**LONSDALE RESOURCES, LLC**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §  
\_\_\_\_\_

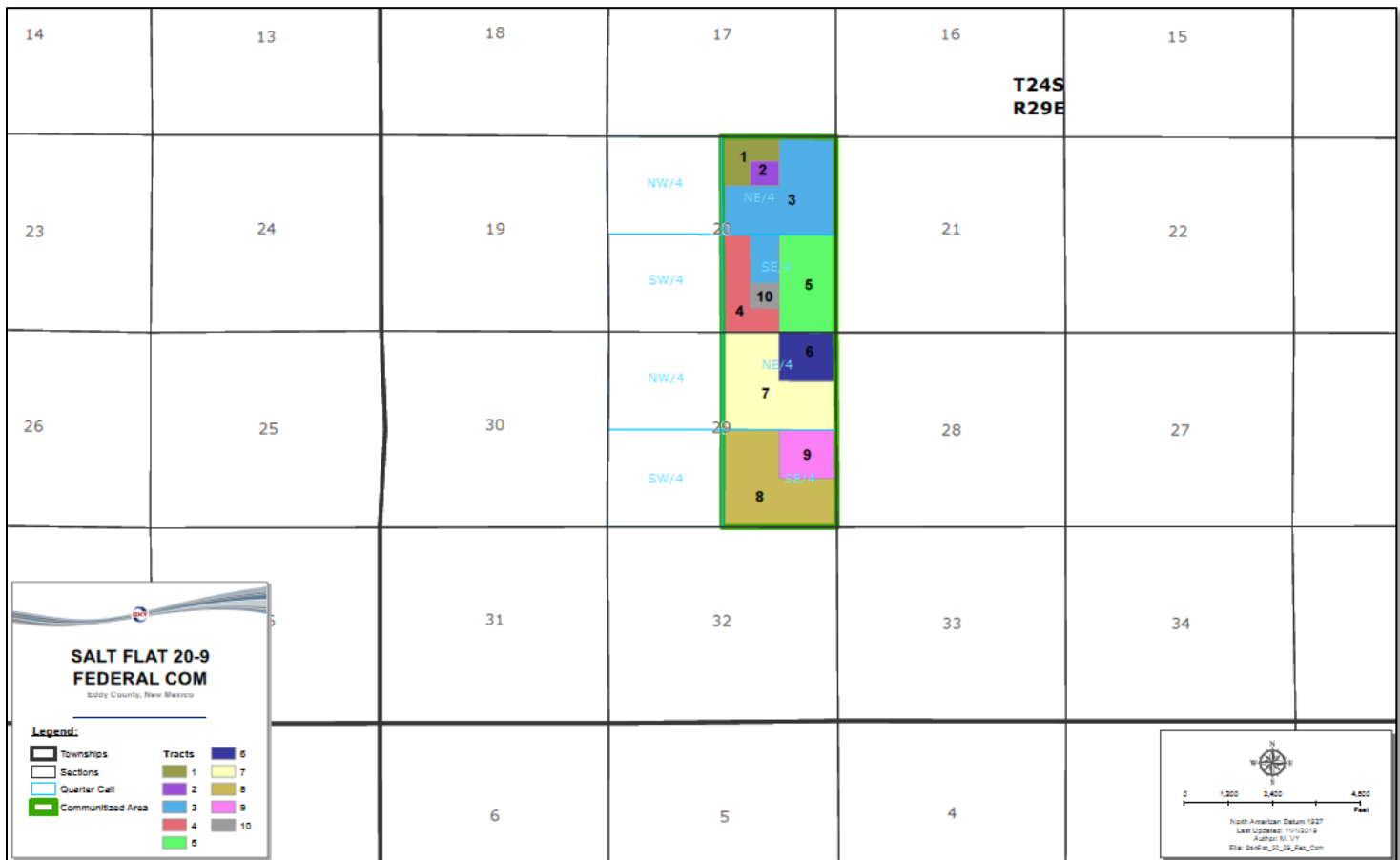
The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Attorney-in-fact of LONSDALE RESOURCES, LLC, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

Salt Flat CC 20-29 E/2 WC

**EXHIBIT "A"**Attached to and made a part of that Communitization Agreement dated November 1, 2019.

Plat of communitized area covering **640.00** acres in the W/2 of Sections 20 and 29, Township 24 South, Range 29 East, Eddy County, New Mexico.



Salt Flat CC 20-29 E/2 WC

**EXHIBIT "B"**

To Communitization Agreement Dated November 1, 2019 embracing the following described land in the  
W/2 of Sections 20 & 29 of Township 24 South, Range 29 East, Eddy County, New Mexico

Operator of Communitized Area: OXY USA Inc.

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

Lease Serial No.:	Fee
Description of Land Committed:	Township 24 South, Range 29 East, Section 20: W/2 NW/4 NE/4, NE/4 NW/4 NE/4, & N/2 SE/4 NW/4 NE/4
Number of Acres:	35
Authority for Pooling:	Leases contain pooling clauses. (Also subject to Force Pooling Order No. R-20733)
Lease Owner:	See below.
Name and Percent of WI Owners:	MRC Permian Company – 50% Tap Rock Resources, LLC – 49.212% Prime Rock Resources Asset Co., LLC - .78125%

**Lease No. 1**

Lessor:	Brett Guitar Witherspoon, et al
Current Lessee:	Tap Rock Resources, LLC
Date of Lease:	7/5/2017

**Lease No. 2**

Lessor:	Pardue Limited Company
Current Lessee:	MRC Permian Company
Date of Lease:	10/1/2019
Recording:	Vol. 1129, Page 590

**Lease No. 3**

Lessor:	CrownRock Minerals, L.P.
Current Lessee:	Prime Rock Resources Asset Co., LLC
Date of Lease:	8/21/2017

**Tract No. 2**

Lease Serial No.:	Fee
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Salt Flat CC 20-29 E/2 WC

Description of Land Committed: Township 24 South, Range 29 East,  
Section 20: S/2 SE/4 NW/4 NE/4

Number of Acres: 5

Authority for Pooling: Leases contain pooling clauses.  
(Also subject to Force Pooling Order No. R-20733)

Lease Owner: See below.

Name and Percent of WI Owners: OXY USA Inc. – 68.136946%  
MRC Permian Company – 31.863054%

**Lease No. 1**

Lessor: Realeza Del Spear., LP  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63006860  
Date of Lease: 11/08/2017

**Lease No. 2**

Lessor: Carmex, Inc.  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63009949  
Date of Lease: 8/8/2017

**Lease No. 3**

Lessor: Francis F. Beeman and wife Bettye Jo Beeman  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63006568  
Date of Lease: 6/16/2017

**Lease No. 4**

Lessor: Mark A. Beeman  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63009891  
Date of Lease: 7/16/2017

**Lease No. 5**

Lessor: Patricia Ann Beeman Allen Trust  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63009925  
Date of Lease: 6/16/2017

**Lease No. 6**

Lessor: Steve Stribling  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63010011

Salt Flat CC 20-29 E/2 WC

Date of Lease: 6/16/2017

**Lease No. 7**

Lessor: T. L. Rees  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63006570  
Date of Lease: 6/16/2017

**Lease No. 8**

Lessor: William F. Beeman  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63006665  
Date of Lease: 6/16/2017

**Lease No. 9**

Lessor: Robert B. Beeman  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63006799  
Date of Lease: 2/14/2018

**Lease No. 10**

Lessor: Martha Joy Stribling  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63009903  
Date of Lease: 4/3/2018

**Lease No. 11**

Lessor: Zia Royalty, LLC  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63009933  
Date of Lease: 3/6/2018

**Lease No. 12**

Lessor: The Beveridge Company  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63009979  
Date of Lease: 3/6/2018

**Lease No. 13**

Lessor: Patricia Gae Stamps  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63010078  
Date of Lease: 2/14/2018

**Lease No. 14**

Lessor: Camille Osborn Hall

Salt Flat CC 20-29 E/2 WC

Current Lessee: OXY USA Inc.  
OXY Lease No.: 63010396  
Date of Lease: 2/14/2018

**Lease No. 15**

Lessor: Pamela Rae Cummings  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 63012101  
Date of Lease: 2/14/2018

**Lease No. 16**

Lessor: John D. Stribling  
Current Lessee: OXY USA Inc.  
Date of Lease: 3/6/2018

**Tract No. 3**

Lease Serial Number: NMNM-102914  
  
Description of Land Committed: Township 24 South, Range 29 East,  
Section 20: E/2 NE/4, SW/4 NE/4, E/2  
NW/4 SE/4  
  
Number of Acres: 140  
  
Current Lessee of Record: OXY USA Inc.  
OXY Y-1 Company  
  
Name and Percent of WI Owners: OXY USA Inc. – 80%  
OXY Y-1 Company – 20%

**Tract No. 4**

Lease Serial Number: NMNM-119237  
  
Description of Land Committed: Township 24 South, Range 29 East,  
Section 20: W/2 W/2 SE/4, SE/4 SW/4  
SE/4  
  
Number of Acres: 50  
  
Current Lessee of Record: Chevron USA Inc.  
  
Name and Percent of WI Owners: OXY USA Inc. – 25%

Salt Flat CC 20-29 E/2 WC

OXY Y-1 Company – 50%  
Occidental Permian Limited Partnership – 25%

Tract No. 5

Lease Serial Number: NMNM-096222

Description of Land Committed: Township 24 South, Range 29 East,  
Section 20: E/2 SE/4

Number of Acres: 80

Current Lessee of Record: Devon Energy Production Company LP

Name and Percent of WI Owners: OXY USA Inc. – 100%

Tract No. 6

Lease Serial Number: NMNM-121952

Description of Land Committed: Township 24 South, Range 29 East,  
Section 29: NE/4 NE/4

Number of Acres: 40

Current Lessee of Record: OXY USA Inc.  
OXY Y-1 Company

Name and Percent of WI Owners: OXY USA Inc. – 80%  
OXY Y-1 Company – 20%

Tract No. 7

Lease Serial Number: NMNM-094651

Description of Land Committed: Township 24 South, Range 29 East,  
Section 29: W/2 NE/4, SE/4 NE/4

Number of Acres: 120

Current Lessee of Record: OXY USA Inc.

Name and Percent of WI Owners: OXY USA Inc. – 100%

Salt Flat CC 20-29 E/2 WC

Tract No. 8

Lease Serial Number: NMNM-053229

Description of Land Committed: Township 24 South, Range 29 East,  
Section 29: W/2 SE/4, SE/4 SE/4

Number of Acres: 120

Current Lessee of Record: EOG Resources Inc.

Name and Percent of WI Owners: OXY USA Inc. – 100%

Tract No. 9

Lease Serial Number: NMNM-054289

Description of Land Committed: Township 24 South, Range 29 East,  
Section 29: NE/4 SE/4

Number of Acres: 40

Current Lessee of Record: EOG Resources Inc.

Name and Percent of WI Owners: OXY USA Inc. – 33.333%  
OXY USA WTP Limited Partnership –  
33.333%  
WPX Energy Permian, LLC – 33.333%

Tract No. 10

Lease Serial Number: NMNM-102914

Description of Land Committed: Township 24 South, Range 29 East,  
Section 20: NE/4 SW/4 SE/4

Number of Acres: 10

Current Lessee of Record: OXY USA Inc.  
OXY Y-1 Company

Name and Percent of WI Owners: OXY USA Inc. – 20%



Salt Flat CC 20-29 E/2 WC

OXY Y-1 Company – 20%  
Winchester Energy, LLC – 30%  
Maduro Oil & Gas, LLC – 7.5%  
1 Timothy 6, LLC – 15%  
Lonsdale Resources, LLC – 7.5%

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	35.00	5.4688%
2	5.00	.7812%
3	140.00	21.8750%
4	50.00	7.8125%
5	80.00	12.5000%
6	40.00	6.2500%
7	120.00	18.7500%
8	120.00	18.7500%
9	40.00	6.2500%
10	<u>10.00</u>	<u>1.5625%</u>
<b>Total</b>	<b>640.00</b>	<b>100.0000%</b>

## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of November, 2019, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

**Township 24 South, Range 29 East, N.M.P.M.**

**W2 of Sections 8 & 17, Eddy County, New Mexico**

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

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be OXY USA Inc., 5 Greenway Plaza, Suite 110, Houston, TX 77046-0521. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is November 1, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and

hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

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

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

**OPERATOR:**

**OXY USA INC.**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Bradley S. Dusek  
Attorney-in-Fact

STATE OF TEXAS            )  
                                      )  
COUNTY OF HARRIS            )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of **OXY USA INC.**, a Delaware  
corporation, on behalf of said corporation.

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

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

LESSEE OF RECORD AND WORKING INTEREST OWNER:

**OXY USA INC.**

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

NAME: Bradley S. Dusek  
Name of Authorized Agent

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of **OXY USA INC.**, a Delaware  
corporation, on behalf of said corporation.

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

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

LESSEE OF RECORD AND WORKING INTERERST OWNER:

**OXY USA WTP Limited Partnership**  
**By: Occidental Permian Manager LLC,**  
**Its General Partner**

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

NAME: Bradley S. Dusek  
Name of Authorized Agent

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
**BRADLEY S. DUSEK, ATTORNEY-IN-FACT of Occidental Permian Manager**  
**LLC**, a Delaware limited liability company, on behalf of **OXY USA WTP Limited**  
**Partnership**, a Delaware limited partnership.

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



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

LESSEE OF RECORD:

**OCCIDENTAL PERMIAN LIMITED PARTNERSHIP**  
**By: Occidental Permian Manager LLC,**  
**Its General Partner**

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

NAME: Bradley S. Dusek  
Name of Authorized Agent

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
**BRADLEY S. DUSEK, ATTORNEY-IN-FACT of Occidental Permian Manager**  
**LLC**, a Delaware limited liability company, on behalf of **OCCIDENTAL PERMIAN**  
**LIMITED PARTNERSHIP**, a Texas limited partnership.

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

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

LESSEE OF RECORD AND WORKING INTEREST OWNER:

**OXY Y-1 COMPANY**

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

NAME: Bradley S. Dusek  
Name of Authorized Agent

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of **OXY Y-1 COMPANY**, a New  
Mexico corporation, on behalf of said corporation.

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

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

LESSEE OF RECORD:

**FRED NEWCOMB**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

\_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by FRED NEWCOMB.

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

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

LESSEE OF RECORD:

**RICHARD K. BARR**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by RICHARD K. BARR.

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

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

LESSEE OF RECORD:

**CAROL DAY**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by CAROL DAY.

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

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

LESSEE OF RECORD:

**GLENN V. ANDERSON**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by GLENN V. ANDERSON.

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

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

LESSEE OF RECORD:

**JACK MAY**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

\_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by JACK MAY.

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

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

LESSEE OF RECORD:

**UTI ENERGY CORP**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of UTI ENERGY CORP, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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



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

LESSEE OF RECORD:

**SCOTT E. WILSON**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

\_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by SCOTT E. WILSON.

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

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

LESSEE OF RECORD:

**BARBARA M. HART**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by BARBARA M. HART.

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

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

LESSEE OF RECORD:

**WILLIAM J. FINCH**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

\_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by WILLIAM J. FINCH.

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



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

LESSEE OF RECORD:

**GRACE M. EADS**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

\_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by GRACE M. EADS.

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

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

LESSEE OF RECORD:

**R F FORT**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by R F FORT.

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

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

LESSEE OF RECORD:

**NORMAN B. FROST**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

\_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by NORMAN B. FROST.

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

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

LESSEE OF RECORD:

**MAGNUM HUNTER PRODUCTION INC**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of MAGNUM HUNTER PRODUCTION INC, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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



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

LESSEE OF RECORD:

**BONNIE PULLIAM**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

\_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by BONNIE PULLIAM.

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

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

LESSEE OF RECORD:

**CHEVRON U.S.A. INC.**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of CHEVRON U.S.A. INC., a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

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

WORKING INTEREST OWNER:

**APACHE CORPORATION**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of APACHE CORPORATION, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

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

LESSEE OF RECORD:

**EOG RESOURCES INC**

(Subject to Force Pooling Order No. \_\_\_\_)

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

\_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of EOG RESOURCES INC, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

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

LESSEE OF RECORD:

**CONCHO OIL & GAS LLC**

(Subject to Force Pooling Order No. \_\_\_\_)

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of CONCHO OIL & GAS LLC, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

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

LESSEE OF RECORD:

**COG OPERATING LLC**

(Subject to Force Pooling Order No. \_\_\_\_)

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

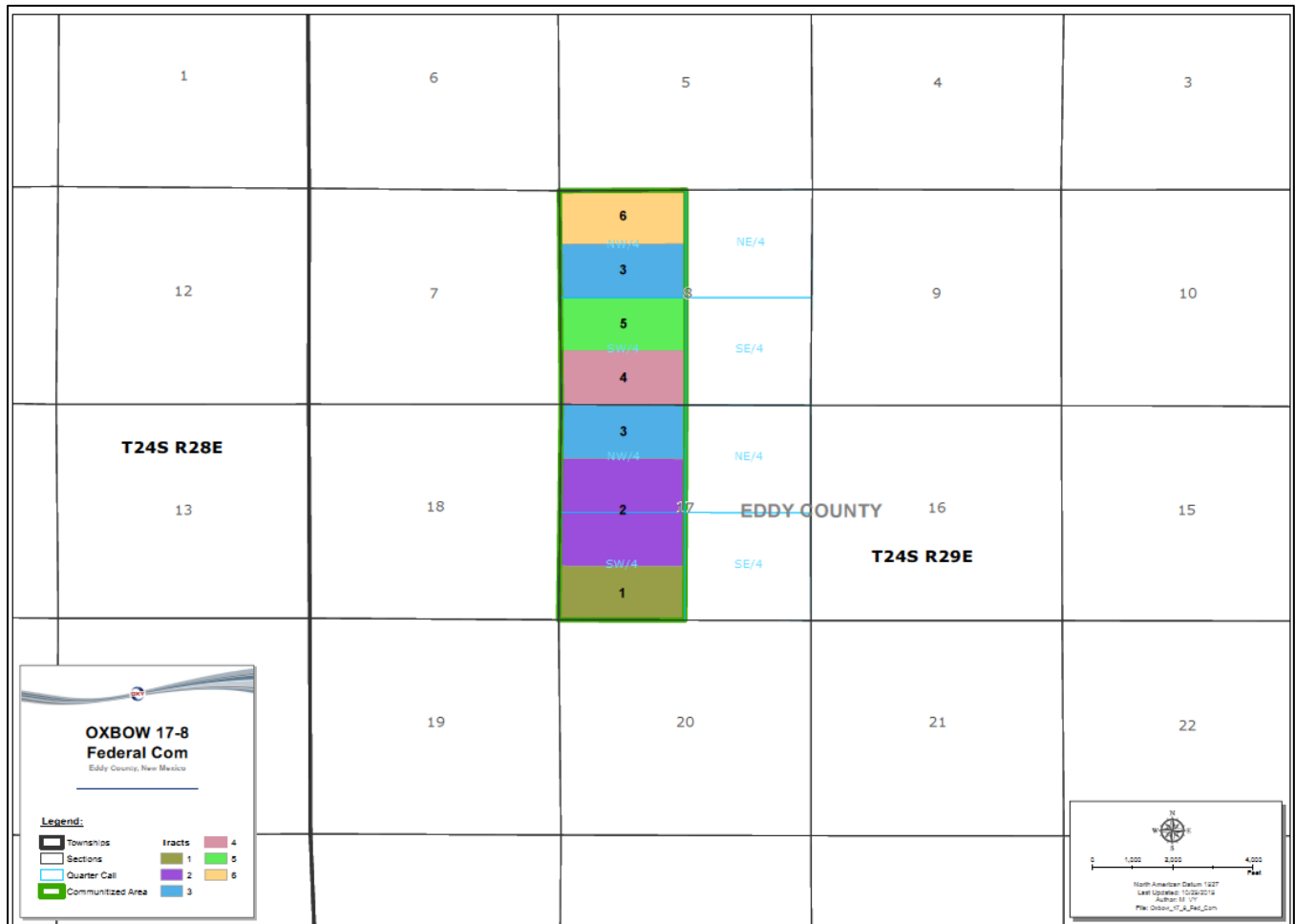
The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of COG OPERATING LLC, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

## EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated November 1, 2019.

Plat of communitized area covering **640.00** acres covering the W/2 of Sections 8 and 17,  
Township 24S, Range 29E, Eddy County, New Mexico



**EXHIBIT "B"**

To Communitization Agreement Dated November 1, 2019 embracing the W/2 of Sections 8 and 17,  
Township 24S, Range 29E, Eddy County, New Mexico

Operator of Communitized Area: OXY USA INC.

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

Lease Serial Number: NMNM-094651

Description of Land Committed: Township 24 South, Range 29 East,  
Section 17: S/2 SW/4

Number of Acres: 80

Current Lessee of Record: OXY USA Inc.

Name and Percent of WI Owners: OXY USA Inc. – 100%

**Tract No. 2**

Lease Serial No.: Fee

Description of Land Committed: Township 24 South, Range 29 East,  
Section 17: N/2 SW/4, S/2 NW/4

Number of Acres: 160

Authority for Pooling: Leases contain pooling clause

Lease Owner: OXY USA Inc.

Name and Percent of WI Owners: OXY USA Inc. – 95.28%  
OXY USA WTP Limited Partnership – 4.72%

**Lease No. 1**

Lessor: D S Harroun Et Al

Current Lessee: OXY USA Inc.

OXY Lease No.: 16281400

Date of Lease: 02/02/1972

Authority for Pooling: Lease contains pooling clause



Tract No. 3

Lease Serial Number: NM-117120

Description of Land Committed: Township 24 South, Range 29 East,  
Section 17: N/2 NW/4  
Section 8: S/2 NW/4

Number of Acres: 160

Current Lessee of Record: OXY USA Inc.  
Occidental Permian LP  
Concho Oil & Gas LLC  
COG Operating LLC

Name and Percent of WI Owners: OXY USA Inc. – 10%  
Occidental Permian LP – 90%

Tract No. 4

Lease Serial Number: NMLC-0065970-C

Description of Land Committed: Township 24 South, Range 29 East,  
Section 8: S/2 SW/4

Number of Acres: 80

Current Lessee of Record: OXY USA Inc.  
Fred Newcomb  
Richard K. Barr  
Carol Day  
Glenna V. Anderson  
Jack May  
UTI Energy Corp  
Scott E Wilson  
Barbara M. Hart  
William J. Finch  
Judy J. Flick  
Grace M. Eads  
R F Fort  
Norman B. Frost  
Magnum Hunter Production Inc  
Bonnie Pulliam

Chevron U.S.A. Inc.

Name and Percent of WI Owners: OXY USA Inc. – 94.69%  
OXY USA WTP Limited Partnership – 4.73%  
Apache Corporation – 0.58%

Tract No. 5

Lease Serial Number: NMNM-102913

Description of Land Committed: Township 24 South, Range 29 East,  
Section 8: N/2 SW/4

Number of Acres: 80

Current Lessee of Record: OXY Y-1 Company  
EOG Resources Inc.

Name and Percent of WI Owners: OXY Y-1 Company – 20%  
EOG Resources Inc. – 80%

Tract No. 6

Lease Serial Number: NMNM-117120

Description of Land Committed: Township 24 South, Range 29 East,  
Section 8: N/2 NW/4

Number of Acres: 80

Current Lessee of Record: OXY USA Inc.  
Occidental Permian LP  
Concho Oil & Gas LLC  
COG Operating LLC

Name and Percent of WI Owners: OXY USA Inc. – 5%  
Occidental Permian LP – 45%  
OXY Y-1 Company – 10%  
EOG Resources Inc. – 40%

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	12.5000%
2	160.00	25.0000%
3	160.00	25.0000%
4	80.00	12.5000%
5	80.00	12.5000%
6	<u>80.00</u>	<u>12.5000%</u>
<b>Total</b>	<b>640.00</b>	<b>100.0000%</b>

## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of November, 2019, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

### **Township 24 South, Range 29 East, N.M.P.M.**

### **W2 of Sections 8 & 17, Eddy County, New Mexico**

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

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be OXY USA Inc., 5 Greenway Plaza, Suite 110, Houston, TX 77046-0521. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is November 1, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and

hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

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

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

**OPERATOR:**

**OXY USA INC.**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Bradley S. Dusek  
Attorney-in-Fact

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS                    )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of **OXY USA INC.**, a Delaware  
corporation, on behalf of said corporation.

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



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

LESSEE OF RECORD AND WORKING INTEREST OWNER:

**OXY USA INC.**

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

NAME: Bradley S. Dusek  
Name of Authorized Agent

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of **OXY USA INC.**, a Delaware  
corporation, on behalf of said corporation.

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

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

LESSEE OF RECORD AND WORKING INTERERST OWNER:

**OXY USA WTP Limited Partnership**  
**By: Occidental Permian Manager LLC,**  
**Its General Partner**

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

NAME: Bradley S. Dusek  
Name of Authorized Agent

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
**BRADLEY S. DUSEK, ATTORNEY-IN-FACT of Occidental Permian Manager**  
**LLC**, a Delaware limited liability company, on behalf of **OXY USA WTP Limited**  
**Partnership**, a Delaware limited partnership.

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

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

LESSEE OF RECORD:

**OCCIDENTAL PERMIAN LIMITED PARTNERSHIP**  
**By: Occidental Permian Manager LLC,**  
**Its General Partner**

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

NAME: Bradley S. Dusek  
Name of Authorized Agent

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
**BRADLEY S. DUSEK, ATTORNEY-IN-FACT of Occidental Permian Manager**  
**LLC**, a Delaware limited liability company, on behalf of **OCCIDENTAL PERMIAN**  
**LIMITED PARTNERSHIP**, a Texas limited partnership.

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

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

LESSEE OF RECORD AND WORKING INTEREST OWNER:

**OXY Y-1 COMPANY**

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

NAME: Bradley S. Dusek  
Name of Authorized Agent

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of **OXY Y-1 COMPANY**, a New  
Mexico corporation, on behalf of said corporation.

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

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

LESSEE OF RECORD:

**FRED NEWCOMB**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by FRED NEWCOMB.

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

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

LESSEE OF RECORD:

**RICHARD K. BARR**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by RICHARD K. BARR.

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

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

LESSEE OF RECORD:

**CAROL DAY**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by CAROL DAY.

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

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

LESSEE OF RECORD:

**GLENN V. ANDERSON**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by GLENN V. ANDERSON.

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



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

LESSEE OF RECORD:

**JACK MAY**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by JACK MAY.

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

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

LESSEE OF RECORD:

**UTI ENERGY CORP**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of UTI ENERGY CORP, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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



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

LESSEE OF RECORD:

**BARBARA M. HART**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

\_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by BARBARA M. HART.

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

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

LESSEE OF RECORD:

**WILLIAM J. FINCH**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

\_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by WILLIAM J. FINCH.

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

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

LESSEE OF RECORD:

**JUDY J. FLICK**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

\_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by JUDY J. FLICK.

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

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

LESSEE OF RECORD:

**GRACE M. EADS**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

\_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by GRACE M. EADS.

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

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

LESSEE OF RECORD:

**R F FORT**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

\_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by R F FORT.

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



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

LESSEE OF RECORD:

**NORMAN B. FROST**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by NORMAN B. FROST.

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

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

LESSEE OF RECORD:

**MAGNUM HUNTER PRODUCTION INC**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of MAGNUM HUNTER PRODUCTION INC, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

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

LESSEE OF RECORD:

**BONNIE PULLIAM**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

\_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by BONNIE PULLIAM.

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

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

LESSEE OF RECORD:

**CHEVRON U.S.A. INC.**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of CHEVRON U.S.A. INC., a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

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

WORKING INTEREST OWNER:

**APACHE CORPORATION**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of APACHE CORPORATION, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

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

LESSEE OF RECORD:

**EOG RESOURCES INC**

(Subject to Force Pooling Order No. \_\_\_\_)

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

\_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of EOG RESOURCES INC, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

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

LESSEE OF RECORD:

**CONCHO OIL & GAS LLC**  
(Subject to Force Pooling Order No. \_\_\_\_)

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of CONCHO OIL & GAS LLC, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

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

LESSEE OF RECORD:

**COG OPERATING LLC**

(Subject to Force Pooling Order No. \_\_\_\_)

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of COG OPERATING LLC, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

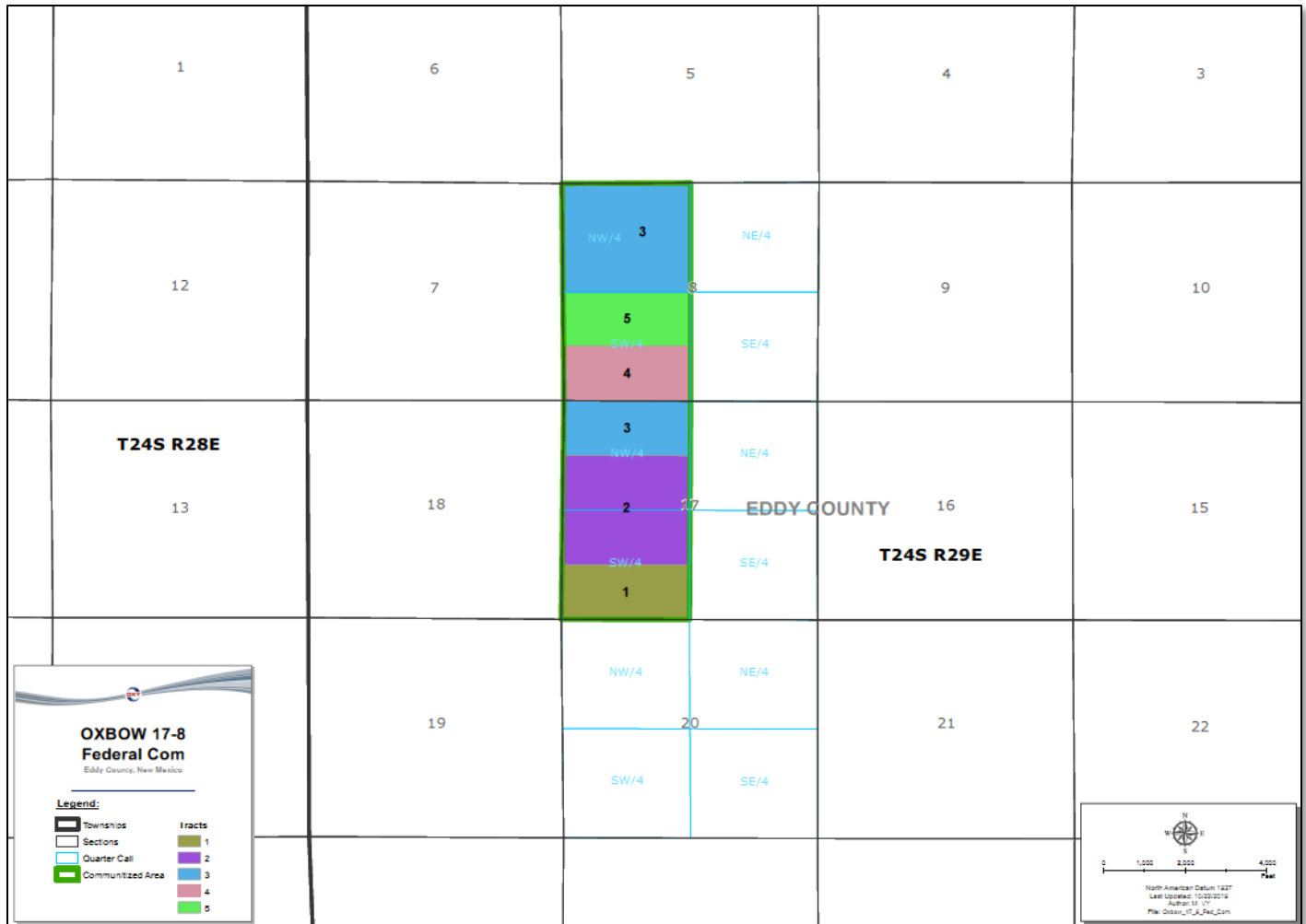
\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_



**EXHIBIT "A"**

Attached to and made a part of that Communitization Agreement dated November 1, 2019.

Plat of communitized area covering **640.00** acres covering the W/2 of Sections 8 and 17,  
Township 24S, Range 29E, Eddy County, New Mexico



**EXHIBIT "B"**

To Communitization Agreement Dated November 1, 2019 embracing the W/2 of Sections 8 and 17,  
Township 24S, Range 29E, Eddy County, New Mexico

Operator of Communitized Area: OXY USA INC.

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

Lease Serial Number: NMNM-094651

Description of Land Committed: Township 24 South, Range 29 East,  
Section 17: S/2 SW/4

Number of Acres: 80

Current Lessee of Record: OXY USA Inc.

Name and Percent of WI Owners: OXY USA Inc. – 100%

**Tract No. 2**

Lease Serial No.: Fee

Description of Land Committed: Township 24 South, Range 29 East,  
Section 17: N/2 SW/4, S/2 NW/4

Number of Acres: 160

Authority for Pooling: Leases contain pooling clause

Lease Owner: OXY USA Inc.

Name and Percent of WI Owners: OXY USA Inc. – 95.28%  
OXY USA WTP Limited Partnership – 4.72%

**Lease No. 1**

Lessor: D S Harroun Et Al

Current Lessee: OXY USA Inc.

OXY Lease No.: 16281400

Date of Lease: 02/02/1972

Authority for Pooling: Lease contains pooling clause

Tract No. 3

Lease Serial Number: NM-117120

Description of Land Committed: Township 24 South, Range 29 East,  
Section 17: N/2 NW/4  
Section 8: S/2 NW/4

Number of Acres: 160

Current Lessee of Record: OXY USA Inc.  
Occidental Permian LP  
Concho Oil & Gas LLC  
COG Operating LLC

Name and Percent of WI Owners: OXY USA Inc. – 10%  
Occidental Permian LP – 90%

Tract No. 4

Lease Serial Number: NMLC-0065970-C

Description of Land Committed: Township 24 South, Range 29 East,  
Section 8: S/2 SW/4

Number of Acres: 80

Current Lessee of Record: OXY USA Inc.  
Fred Newcomb  
Richard K. Barr  
Carol Day  
Glenna V. Anderson  
Jack May  
UTI Energy Corp  
Scott E Wilson  
Barbara M. Hart  
William J. Finch  
Judy J. Flick  
Grace M. Eads  
R F Fort  
Norman B. Frost  
Magnum Hunter Production Inc  
Bonnie Pulliam

Chevron U.S.A. Inc.

Name and Percent of WI Owners: OXY USA Inc. – 94.69%  
OXY USA WTP Limited Partnership – 4.73%  
Apache Corporation – 0.58%

Tract No. 5

Lease Serial Number: NMNM-102913

Description of Land Committed: Township 24 South, Range 29 East,  
Section 8: N/2 SW/4

Number of Acres: 80

Current Lessee of Record: OXY Y-1 Company  
EOG Resources Inc.

Name and Percent of WI Owners: OXY Y-1 Company – 20%  
EOG Resources Inc. – 80%

Tract No. 6

Lease Serial Number: NMNM-117120

Description of Land Committed: Township 24 South, Range 29 East,  
Section 8: N/2 NW/4

Number of Acres: 80

Current Lessee of Record: OXY USA Inc.  
Occidental Permian LP  
Concho Oil & Gas LLC  
COG Operating LLC

Name and Percent of WI Owners: OXY USA Inc. – 5%  
Occidental Permian LP – 45%  
OXY Y-1 Company – 10%  
EOG Resources Inc. – 40%

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	12.5000%
2	160.00	25.0000%
3	160.00	25.0000%
4	80.00	12.5000%
5	80.00	12.5000%
6	<u>80.00</u>	<u>12.5000%</u>
<b>Total</b>	<b>640.00</b>	<b>100.0000%</b>

## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of November, 2019, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

**Township 24 South, Range 29 East, N.M.P.M.**

**E2 of Sections 8 & 17, Eddy County, New Mexico**

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

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be OXY USA Inc., 5 Greenway Plaza, Suite 110, Houston, TX 77046-0521. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is November 1, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and



hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

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

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

**OPERATOR:**

**OXY USA INC.**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Bradley S. Dusek  
Attorney-in-Fact

STATE OF TEXAS            )  
                                      )  
COUNTY OF HARRIS            )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of **OXY USA INC.**, a Delaware  
corporation, on behalf of said corporation.

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

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

LESSEE OF RECORD AND WORKING INTEREST OWNER:

**OXY USA INC.**

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

NAME: Bradley S. Dusek  
Name of Authorized Agent

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of **OXY USA INC.**, a Delaware  
corporation, on behalf of said corporation.

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

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

WORKING INTEREST OWNER:

**OXY USA WTP Limited Partnership**  
**By: Occidental Permian Manager LLC,**  
**Its General Partner**

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

NAME: Bradley S. Dusek  
Name of Authorized Agent

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of **Occidental Permian Manager  
LLC**, a Delaware limited liability company, on behalf of **OXY USA WTP Limited  
Partnership**, a Delaware limited partnership.

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

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

LESSEE OF RECORD AND WORKING INTEREST OWNER:

**OCCIDENTAL PERMIAN LIMITED PARTNERSHIP**

**By: Occidental Permian Manager LLC,  
Its General Partner**

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

NAME: Bradley S. Dusek  
Name of Authorized Agent

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of **Occidental Permian Manager  
LLC**, a Delaware limited liability company, on behalf of **OCCIDENTAL PERMIAN  
LIMITED PARTNERSHIP**, a Texas limited partnership.

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

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

WORKING INTEREST OWNER:

**OXY Y-1 COMPANY**

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

NAME: Bradley S. Dusek  
Name of Authorized Agent

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of **OXY Y-1 COMPANY**, a New  
Mexico corporation, on behalf of said corporation.

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

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

WORKING INTEREST OWNER:

**ROY A. BARTON, III**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by ROY A. BARTON, III.

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

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

WORKING INTEREST OWNER:

**BRETT BARTON**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by BRETT BARTON.

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



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

WORKING INTEREST OWNER:

**HEIDI BARTON**

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by HEIDI BARTON.

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

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

WORKING INTEREST OWNER:

**DENISE LOUISE MCCOY**

(Subject to Force Pooling Order No. \_\_\_\_)

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by DENISE LOUISE MCCOY.

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

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

LESSEE OF RECORD:

**EOG RESOURCES INC**

(Subject to Force Pooling Order No. \_\_\_\_\_)

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of EOG RESOURCES INC, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

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

LESSEE OF RECORD:

**CONCHO OIL & GAS LLC**

(Subject to Force Pooling Order No. \_\_\_\_\_)

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of CONCHO OIL & GAS LLC, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

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

LESSEE OF RECORD:

**COG OPERATING LLC**

(Subject to Force Pooling Order No. \_\_\_\_\_)

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

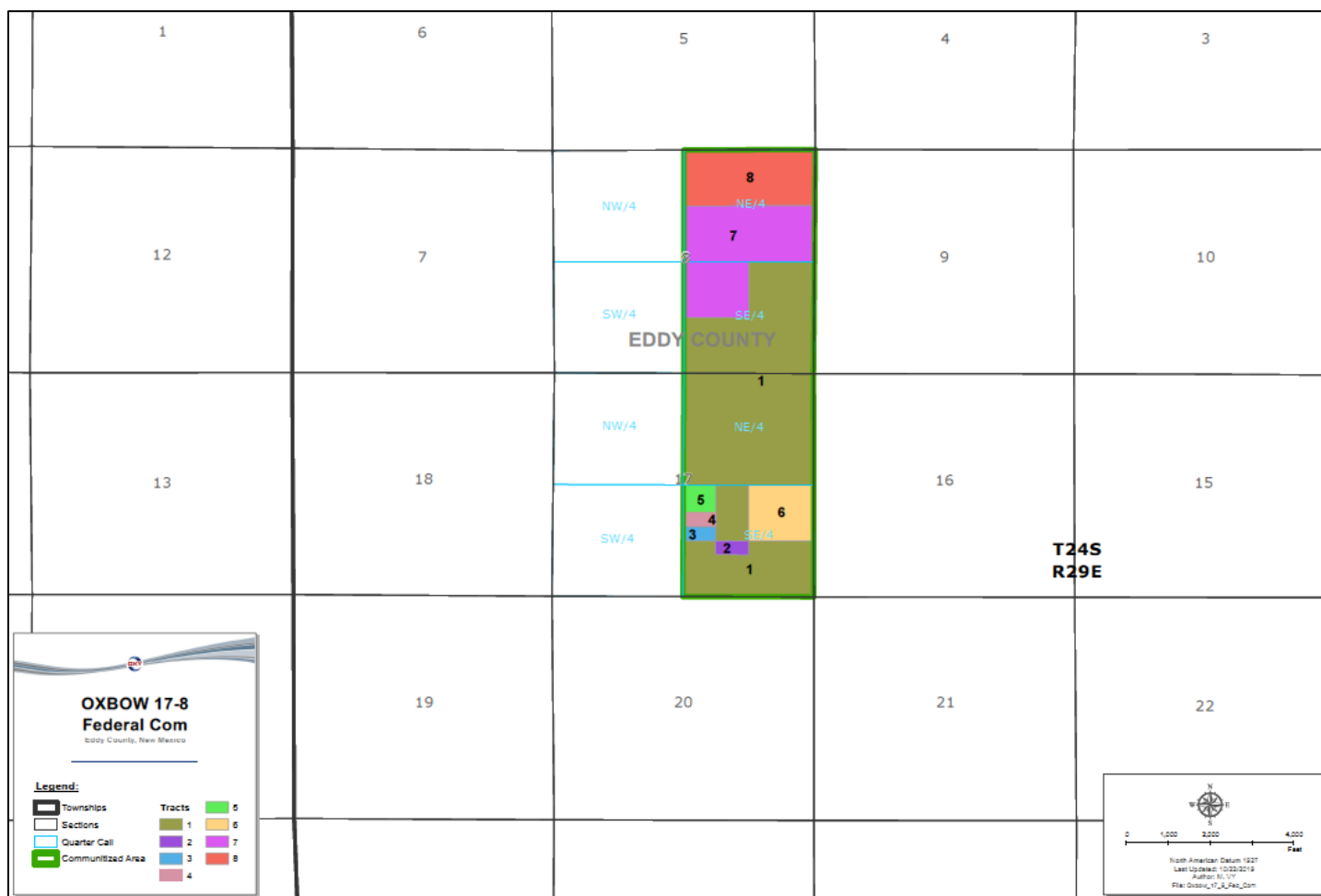
The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of COG OPERATING LLC, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

**EXHIBIT "A"**

Attached to and made a part of that Communitization Agreement dated November 1, 2019.

Plat of communitized area covering **640.00** acres covering the E/2 of Sections 8 and 17,  
Township 24S, Range 29E, Eddy County, New Mexico



**EXHIBIT "B"**

To Communitization Agreement Dated November 1, 2019 embracing the E/2 of Sections 8 and 17,  
Township 24S, Range 29E, Eddy County, New Mexico

Operator of Communitized Area: OXY USA INC.

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

Lease Serial No.:	Fee
Description of Land Committed:	Township 24 South, Range 29 East, Section 8: S/2 SE/4, NE/4 SE/4 Section 17: NE/4, E/2 NW/4 SE/4, SE/4 SE/4, W/2 SW/4 SE/4, SE/4 SW/4 SE/4, S/2 NE/4 SW/4 SE/4
Number of Acres:	375
Authority for Pooling:	Lease contains pooling clause
Lease Owner:	OXY USA Inc.
Name and Percent of WI Owners:	OXY USA Inc. – 95.28% OXY USA WTP Limited Partnership – 4.72%

**Lease No. 1**

Lessor:	D S Harroun Et Al
Current Lessee:	OXY USA Inc.
OXY Lease No.:	16281400
Date of Lease:	02/02/1972
Authority for Pooling:	Lease contains pooling clause

**Tract No. 2**

Lease Serial No.:	Fee
Description of Land Committed:	Township 24 South, Range 29 East, Section 17: N/2 NE/4 SW/4 SE/4
Number of Acres:	5
Authority for Pooling:	Leases contain pooling clause
Lease Owner:	OXY USA Inc.
Name and Percent of WI Owners:	OXY USA Inc. – 50% Roy A. Barton, III – 16.67% Brett Barton – 16.67% Heidi Barton – 16.67%

**Lease No. 1**

Lessor: Heidi C. Barton  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 24698803  
Date of Lease: 09/01/2015  
Authority for Pooling: Lease contains pooling clause

**Lease No. 2**

Lessor: Roy G. Barton, III  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 24698801  
Date of Lease: 09/01/2015  
Authority for Pooling: Lease contains pooling clause

**Lease No. 3**

Lessor: Brett C. Barton  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 24698802  
Date of Lease: 09/01/2015  
Authority for Pooling: Lease contains pooling clause

**Tract No. 3**

Lease Serial No.: Fee  
Description of Land Committed: Township 24 South, Range 29 East,  
Section 17: S/2 SW/4 NW/4 SE/4  
Number of Acres: 5  
Authority for Pooling: Lease contains pooling clause  
Lease Owner: OXY USA Inc.  
Name and Percent of WI Owners: OXY USA Inc. – 100%

**Lease No. 1**

Lessor: Pardue Limited Company  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 24896800  
Date of Lease: 06/10/2017  
Authority for Pooling: Lease contains pooling clause

**Tract No. 4**

Lease Serial No.: Fee  
Description of Land Committed: Township 24 South, Range 29 East,  
Section 17: N/2 SW/4 NW/4 SE/4



Number of Acres: 5

Authority for Pooling: Leases contain pooling clause

Lease Owner: OXY USA Inc.

Name and Percent of WI Owners: OXY USA Inc. – 95.83%  
Denise Louise McCoy – 4.17%

**Unleased Mineral Owner**

Owner: Denise Louise McCoy

Subject to Pooling Order No.:

**Unleased Mineral Owner**

Owner: OXY USA Inc.

Interest subject to Operating Agreement dated May 3, 2019 between OXY USA Inc., as Operator and Occidental Permian, LP, et al, as Non-Operators

**Tract No. 5**

Lease Serial No.: Fee

Description of Land Committed: Township 24 South, Range 29 East,  
Section 17: NW/4 NW/4 SE/4

Number of Acres: 10

Authority for Pooling: Leases contain pooling clause

Lease Owner: OXY USA Inc.

Name and Percent of WI Owners: OXY USA Inc. – 100%

**Lease No. 1**

Lessor: Thomas Earl Forni

Current Lessee: OXY USA Inc.

OXY Lease No.: 24640801

Date of Lease: 04/04/2016

Authority for Pooling: Lease contains pooling clause

**Lease No. 2**

Lessor: MJBK Family Trust

Current Lessee: OXY USA Inc.

OXY Lease No.: 24640802

Date of Lease: 04/04/2016

Authority for Pooling: Lease contains pooling clause

Tract No. 6

Lease Serial Number: NMNM-094651  
Description of Land Committed: Township 24 South, Range 29 East,  
Section 17: NE/4 SE/4  
Number of Acres: 40  
Current Lessee of Record: OXY USA Inc.  
Name and Percent of WI Owners: OXY USA Inc. – 100%

Tract No. 7

Lease Serial Number: NMNM-117120  
Description of Land Committed: Township 24 South, Range 29 East,  
Section 8: S/2 NE/4, NW/4 SE/4  
Number of Acres: 120  
Current Lessee of Record: OXY USA Inc.  
Occidental Permian LP  
Concho Oil & Gas LLC  
COG Operating LLC  
Name and Percent of WI Owners: OXY USA Inc. – 10%  
Occidental Permian LP – 90%

Tract No. 8

Lease Serial Number: NMNM-102913  
Description of Land Committed: Township 24 South, Range 29 East,  
Section 8: N/2 NE/4  
Number of Acres: 80  
Current Lessee of Record: OXY Y-1 Company  
EOG Resources Inc.  
Name and Percent of WI Owners: OXY Y-1 Company – 10%  
Occidental Permian LP – 45%  
OXY USA Inc. – 5%  
EOG Resources Inc. – 40%

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	375.00	58.59375%
2	5.00	00.78125%
3	5.00	00.78125%
4	5.00	00.78125%
5	10.00	01.56250%
6	40.00	06.25000%
7	120.00	18.75000%
8	80.00	12.50000%
<b>Total</b>	<b>640.00</b>	<b>100.0000%</b>

## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of November, 2019, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

**Township 24 South, Range 29 East, N.M.P.M.**

**E2 of Sections 8 & 17, Eddy County, New Mexico**

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

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be OXY USA Inc., 5 Greenway Plaza, Suite 110, Houston, TX 77046-0521. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is November 1, 2019, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and

hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

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

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

**OPERATOR:**

**OXY USA INC.**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Bradley S. Dusek  
Attorney-in-Fact

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS                    )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of **OXY USA INC.**, a Delaware  
corporation, on behalf of said corporation.

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



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

LESSEE OF RECORD AND WORKING INTEREST OWNER:

**OXY USA INC.**

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

NAME: Bradley S. Dusek  
Name of Authorized Agent

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of **OXY USA INC.**, a Delaware  
corporation, on behalf of said corporation.

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

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

WORKING INTEREST OWNER:

**OXY USA WTP Limited Partnership**  
**By: Occidental Permian Manager LLC,**  
**Its General Partner**

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

NAME: Bradley S. Dusek  
Name of Authorized Agent

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of **Occidental Permian Manager  
LLC**, a Delaware limited liability company, on behalf of **OXY USA WTP Limited  
Partnership**, a Delaware limited partnership.

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

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

LESSEE OF RECORD AND OPERATING RIGHTS OWNER:

**OCCIDENTAL PERMIAN LIMITED PARTNERSHIP**

**By: Occidental Permian Manager LLC,  
Its General Partner**

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

NAME: Bradley S. Dusek  
Name of Authorized Agent

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of **Occidental Permian Manager  
LLC**, a Delaware limited liability company, on behalf of **OCCIDENTAL PERMIAN  
LIMITED PARTNERSHIP**, a Texas limited partnership.

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

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

WORKING INTEREST OWNER:

**OXY Y-1 COMPANY**

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

NAME: Bradley S. Dusek  
Name of Authorized Agent

TITLE: Attorney-In-Fact  
Title of Authorized Agent

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of **OXY Y-1 COMPANY**, a New  
Mexico corporation, on behalf of said corporation.

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







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

WORKING INTEREST OWNER:

**DENISE LOUISE MCCOY**

(Subject to Force Pooling Order No. \_\_\_\_)

BY: \_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by DENISE LOUISE MCCOY.

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



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

LESSEE OF RECORD:

**EOG RESOURCES INC**

(Subject to Force Pooling Order No. \_\_\_\_)

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of EOG RESOURCES INC, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

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

LESSEE OF RECORD:

**CONCHO OIL & GAS LLC**

(Subject to Force Pooling Order No. \_\_\_\_\_)

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of CONCHO OIL & GAS LLC, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

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

LESSEE OF RECORD:

**COG OPERATING LLC**

(Subject to Force Pooling Order No. \_\_\_\_\_)

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ §

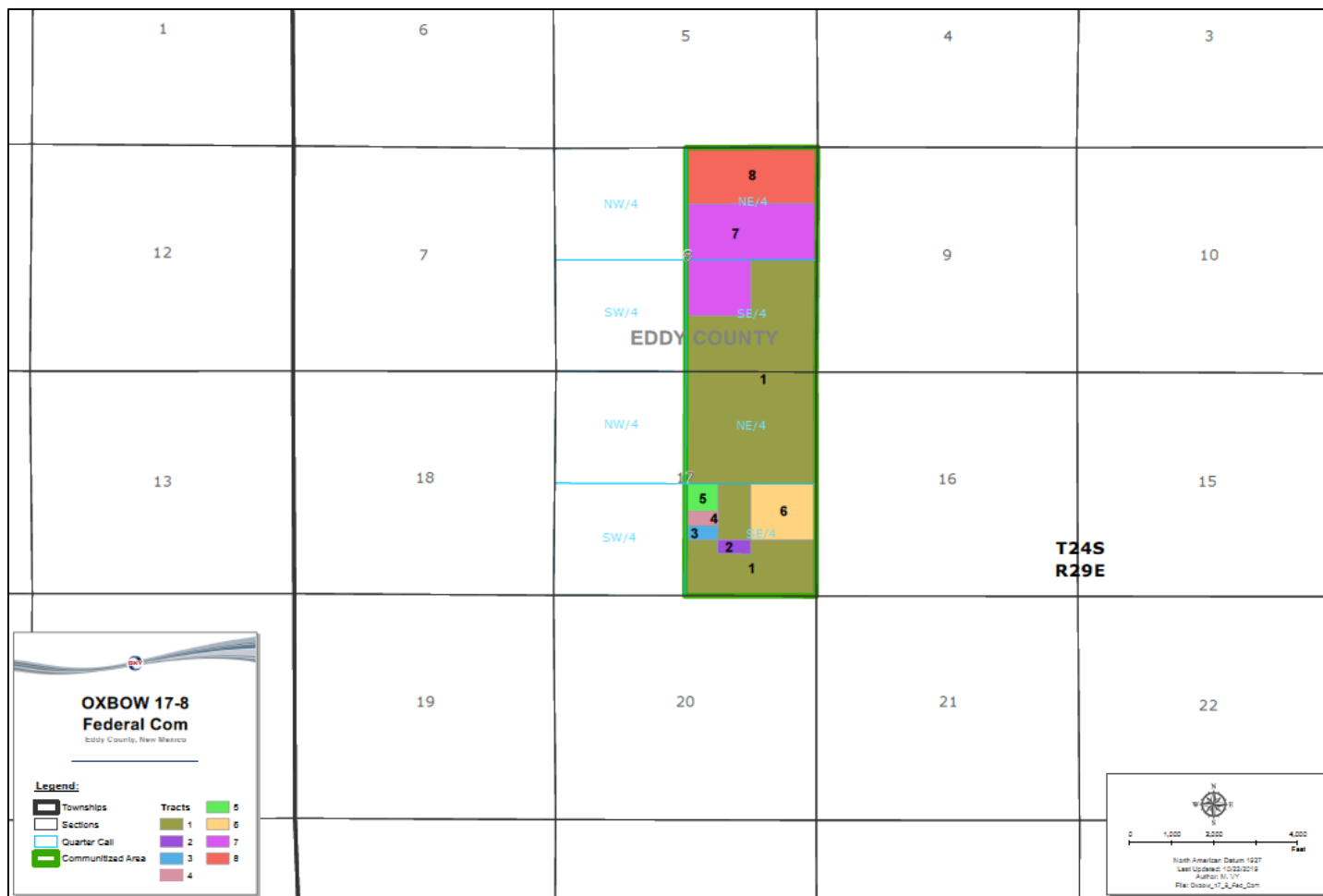
The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of COG OPERATING LLC, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

**EXHIBIT “A”**

Attached to and made a part of that Communitization Agreement dated November 1, 2019.

Plat of communitized area covering **640.00** acres covering the E/2 of Sections 8 and 17,  
Township 24S, Range 29E, Eddy County, New Mexico



**EXHIBIT "B"**

To Communitization Agreement Dated November 1, 2019 embracing the E/2 of Sections 8 and 17,  
Township 24S, Range 29E, Eddy County, New Mexico

Operator of Communitized Area: OXY USA INC.

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

Lease Serial No.:	Fee
Description of Land Committed:	Township 24 South, Range 29 East, Section 8: S/2 SE/4, NE/4 SE/4 Section 17: NE/4, E/2 NW/4 SE/4, SE/4 SE/4, W/2 SW/4 SE/4, SE/4 SW/4 SE/4, S/2 NE/4 SW/4 SE/4
Number of Acres:	375
Authority for Pooling:	Lease contains pooling clause
Lease Owner:	OXY USA Inc.
Name and Percent of WI Owners:	OXY USA Inc. – 95.28% OXY USA WTP Limited Partnership – 4.72%

**Lease No. 1**

Lessor:	D S Harroun Et Al
Current Lessee:	OXY USA Inc.
OXY Lease No.:	16281400
Date of Lease:	02/02/1972
Authority for Pooling:	Lease contains pooling clause

**Tract No. 2**

Lease Serial No.:	Fee
Description of Land Committed:	Township 24 South, Range 29 East, Section 17: N/2 NE/4 SW/4 SE/4
Number of Acres:	5
Authority for Pooling:	Leases contain pooling clause
Lease Owner:	OXY USA Inc.
Name and Percent of WI Owners:	OXY USA Inc. – 50% Roy A. Barton, III – 16.67% Brett Barton – 16.67% Heidi Barton – 16.67%

**Lease No. 1**

Lessor: Brett C. Barton  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 24698804  
Date of Lease: 09/01/2015  
Authority for Pooling: Lease contains pooling clause

**Unleased Mineral Owner:**

Heidi C. Barton

Subject to Pooling Order No.:

**Unleased Mineral Owner:**

Roy G. Barton, III

Interest subject to Operating Agreement dated May 3, 2019 between OXY USA Inc., as Operator, and Occidental Permian, LP, et al, as Non-Operators

**Tract No. 3**

Lease Serial No.: Fee  
Description of Land Committed: Township 24 South, Range 29 East,  
Section 17: S/2 SW/4 NW/4 SE/4  
Number of Acres: 5  
Authority for Pooling: Lease contains pooling clause  
Lease Owner: OXY USA Inc.  
Name and Percent of WI Owners: OXY USA Inc. – 100%

**Lease No. 1**

Lessor: Pardue Limited Company  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 24896800  
Date of Lease: 06/10/2017  
Authority for Pooling: Lease contains pooling clause

Tract No. 4

Lease Serial No.: Fee  
Description of Land Committed: Township 24 South, Range 29 East,  
Section 17: N/2 SW/4 NW/4 SE/4  
Number of Acres: 5  
Authority for Pooling: Leases contain pooling clause  
Lease Owner: OXY USA Inc.  
Name and Percent of WI Owners: OXY USA Inc. – 95.83%  
Denise Louise McCoy – 4.17%

**Unleased Mineral Owner**

Owner: Denise Louise McCoy  
Subject to Pooling Order No.:

**Unleased Mineral Owner**

Owner: OXY USA Inc.  
Interest subject to Operating Agreement dated May 3, 2019 between OXY USA Inc., as  
Operator and Occidental Permian, LP, et al, as Non-Operators

Tract No. 5

Lease Serial No.: Fee  
Description of Land Committed: Township 24 South, Range 29 East,  
Section 17: NW/4 NW/4 SE/4  
Number of Acres: 10  
Authority for Pooling: Leases contain pooling clause  
Lease Owner: OXY USA Inc.  
Name and Percent of WI Owners: OXY USA Inc. – 100%

**Lease No. 1**

Lessor: Thomas Earl Forni  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 24640801  
Date of Lease: 04/04/2016  
Authority for Pooling: Lease contains pooling clause

**Lease No. 2**

Lessor: MJBK Family Trust  
Current Lessee: OXY USA Inc.  
OXY Lease No.: 24640802  
Date of Lease: 04/04/2016  
Authority for Pooling: Lease contains pooling clause

**Tract No. 6**

Lease Serial Number: NMNM-094651  
Description of Land Committed: Township 24 South, Range 29 East,  
Section 17: NE/4 SE/4  
Number of Acres: 40  
Current Lessee of Record: OXY USA Inc.  
Name and Percent of WI Owners: OXY USA Inc. – 100%

**Tract No. 7**

Lease Serial Number: NMNM-117120  
Description of Land Committed: Township 24 South, Range 29 East,  
Section 8: S/2 NE/4, NW/4 SE/4  
Number of Acres: 120  
Current Lessee of Record: OXY USA Inc.  
Occidental Permian LP  
Concho Oil & Gas LLC  
COG Operating LLC  
Name and Percent of WI Owners: OXY USA Inc. – 10%  
Occidental Permian LP – 90%

**Tract No. 8**

Lease Serial Number: NMNM-102913  
Description of Land Committed: Township 24 South, Range 29 East,  
Section 8: N/2 NE/4  
Number of Acres: 80  
Current Lessee of Record: OXY Y-1 Company  
EOG Resources Inc.  
Name and Percent of WI Owners: OXY Y-1 Company – 20%  
EOG Resources Inc. – 80%



**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	375.00	58.59375%
2	5.00	00.78125%
3	5.00	00.78125%
4	5.00	00.78125%
5	10.00	01.56250%
6	40.00	06.25000%
7	120.00	18.75000%
8	80.00	12.50000%
<b>Total</b>	<b>640.00</b>	<b>100.0000%</b>

## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of September, 2018, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

Township 24 South, Range 29 East, NMPM

Section 20: E/2

Section 17: SE/4

Eddy County, New Mexico

Containing **480.00** acres, and this agreement shall include only the Bone Spring underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be OXY USA Inc., as Operator, 5 Greenway Plaza, Suite 110, Houston, TX 77046-0521. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day,

such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is September 1, 2018, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their

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

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

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

**OPERATOR:**

**OXY USA INC.**

DATE: 2/28/19

BY: 

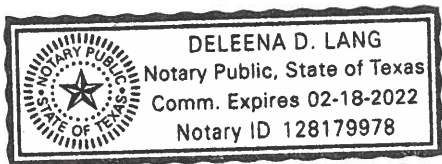
Bradley S. Dusek  
Attorney-in-Fact

*gdm*  
*gdm*

*JS*

STATE OF TEXAS                     )  
    )  
 COUNTY OF HARRIS                )

This instrument was acknowledged before me on February 28, 2019, by  
 BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on  
 behalf of said corporation.



Deleena D. Lang  
 Notary Public in and for the State of Texas

**LESSEE & OPERATING RIGHTS OWNER OF RECORD NMNM 094651, 102914, 096222 & 119273  
 WI OWNER IN TRACTS 2-6 & 8 (FEE LEASES 1-7 & 13-28)**

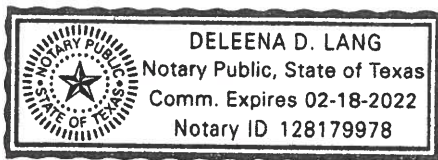
OXY USA INC.

DATE: 2/28/19

BY: Bradley S. Dusek  
 Attorney-in-Fact

STATE OF TEXAS                     )  
    )  
 COUNTY OF HARRIS                )

This instrument was acknowledged before me on February 28, 2019, by  
 BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on  
 behalf of said corporation.



Deleena D. Lang  
 Notary Public in and for the State of Texas

**LESSEE AND OPERATING RIGHTS OWNER OF RECORD NMNM 102914 AND 119273**

OXY Y-1 COMPANY

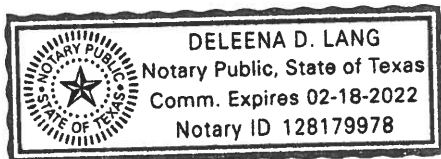
DATE: 2/28/19

BY: Bradley S. Dusek  
 Attorney-in-Fact



STATE OF TEXAS                     )  
    )  
 COUNTY OF HARRIS                 )

This instrument was acknowledged before me on February 28, 2019, by  
 BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OXY Y-1 COMPANY, a New Mexico corporation,  
 on behalf of said corporation.



Deleena D. Lang  
 Notary Public in and for the State of Texas

**WI OWNER IN TRACT 2 (Fee lease 1)**

**OXY USA WTP LIMITED PARTNERSHIP  
 BY: OCCIDENTAL PERMIAN MANAGER LLC,  
 ITS GENERAL PARTNER**

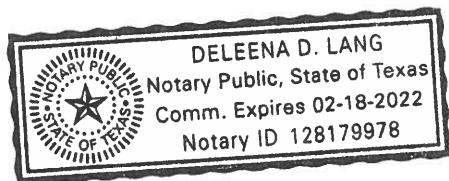
DATE: 2/28/19

BY:

Bradley S. Dusek  
 Attorney-in-Fact

STATE OF TEXAS                     )  
    )  
 COUNTY OF HARRIS                 )

This instrument was acknowledged before me on February 28, 2019, by  
 BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OCCIDENTAL PERMIAN MANGER LLC, a  
 Delaware limited liability company, on behalf of OXY USA WTP LIMITED PARTNERSHIP, a  
 Delaware limited partnership.



Deleena D. Lang  
 Notary Public in and for the State of Texas

**LESSEE AND OPERATING RIGHTS OWNER OF RECORD NMNM 102914 AND 119273**

**OCCIDENTAL PERMIAN LIMITED PARTNERSHIP  
 BY: OCCIDENTAL PERMIAN MANAGER LLC,  
 ITS GENERAL PARTNER**

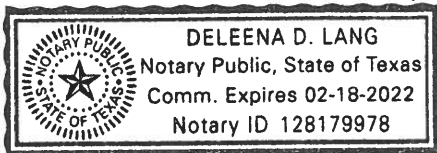
DATE: 2/28/19

BY:

Bradley S. Dusek  
 Attorney-in-Fact

STATE OF TEXAS                     )  
  )  
COUNTY OF HARRIS                )

This instrument was acknowledged before me on February 28, 2019, by  
BRADLEY S. DUSEK, ATTORNEY-IN-FACT of OCCIDENTAL PERMIAN MANGER LLC, a  
Delaware limited liability company, on behalf of OCCIDENTAL PERMIAN LIMITED  
PARTNERSHIP, a Texas limited partnership.



[Signature]  
Notary Public in and for the State of Texas

**WI OWNER IN TRACT 2 (Fee lease 1)**

**G D MCKINNEY INVESTMENTS LIMITED PARTNERSHIP**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of GD  
MCKINNEY INVESTMENTS LIMITED PARTNERSHIP, a \_\_\_\_\_ limited partnership, on  
behalf of said limited partnership.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's Printed Name: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**WI OWNER IN TRACT 2 (Fee lease 1)**

**LEOPARD PETROLEUM LIMITED PARTNERSHIP**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of LEPOARD PETROLEUM LIMITED PARTNERSHIP, a \_\_\_\_\_ limited partnership, on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's Printed Name: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**WI OWNER IN TRACT 2 (Fee lease 1)**

**BERYL OIL & GAS LIMITED PARTNERSHIP**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of BERYL OIL & GAS LIMITED PARTNERSHIP, a \_\_\_\_\_ limited partnership, on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's Printed Name: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**WI OWNER IN TRACT 2 (Fee lease 1)**

**M'LISSA M. SCHOENING**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
M'LISSA M. SCHOENING.

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

Notary's Printed Name: \_\_\_\_\_

Notary's commission expires: \_\_\_\_\_

**WI OWNER IN TRACT 2 (Fee lease 1)**

**B. JACK REED**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by B.  
JACK REED.

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

Notary's Printed Name: \_\_\_\_\_

Notary's commission expires: \_\_\_\_\_

**WI OWNER IN TRACT 6, 7, 8 (Fee leases 8, 9 & 12)**

**TAP ROCK RESOURCES, LLC**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of TAP ROCK  
RESOURCES, LLC, a \_\_\_\_\_ limited liability company, on behalf of said  
limited liability company.

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

Notary's Printed Name: \_\_\_\_\_

Notary's commission expires: \_\_\_\_\_

**WI OWNER IN TRACT 7 (Fee lease 10)**

**MRC PERMIAN COMPANY**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of MRC PERMIAN COMPANY, a \_\_\_\_\_ company, on behalf of said company.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's Printed Name: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**WI OWNER IN TRACT 7 (Fee lease 11)**

**PRIME ROCK RESOURCES ASSETCO, LLC**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of PRIME ROCK RESOURCES ASSETCO, LLC, a \_\_\_\_\_ limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's Printed Name: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**OPERATING RIGHTS OWNER OF RECORD NMNM 102914**

**1 TIMOTHY 6, LLC**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of 1 TIMOTHY  
6, LLC, a \_\_\_\_\_ limited liability company, on behalf of said limited liability  
company.

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

Notary's Printed Name: \_\_\_\_\_

Notary's commission expires: \_\_\_\_\_

**OPERATING RIGHTS OWNER OF RECORD NMNM 102914**

**MADURO OIL & GAS, LLC**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of MADURO OIL & GAS, LLC,  
a \_\_\_\_\_ limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's Printed Name: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**OPERATING RIGHTS OWNER OF RECORD NMNM 102914**

**WINCHESTER ENERGY, LLC**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of WINCHESTER ENERGY,  
LLC, a \_\_\_\_\_ limited liability company, on behalf of said limited liability  
company.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary's Printed Name: \_\_\_\_\_  
Notary's commission expires: \_\_\_\_\_

**WORKING INTEREST OWNER NMNM 102914**

**LONSDALE RESOURCES, LLC**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of LONSDALE RESOURCES,  
LLC, a \_\_\_\_\_ limited liability company, on behalf of said limited liability  
company.

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

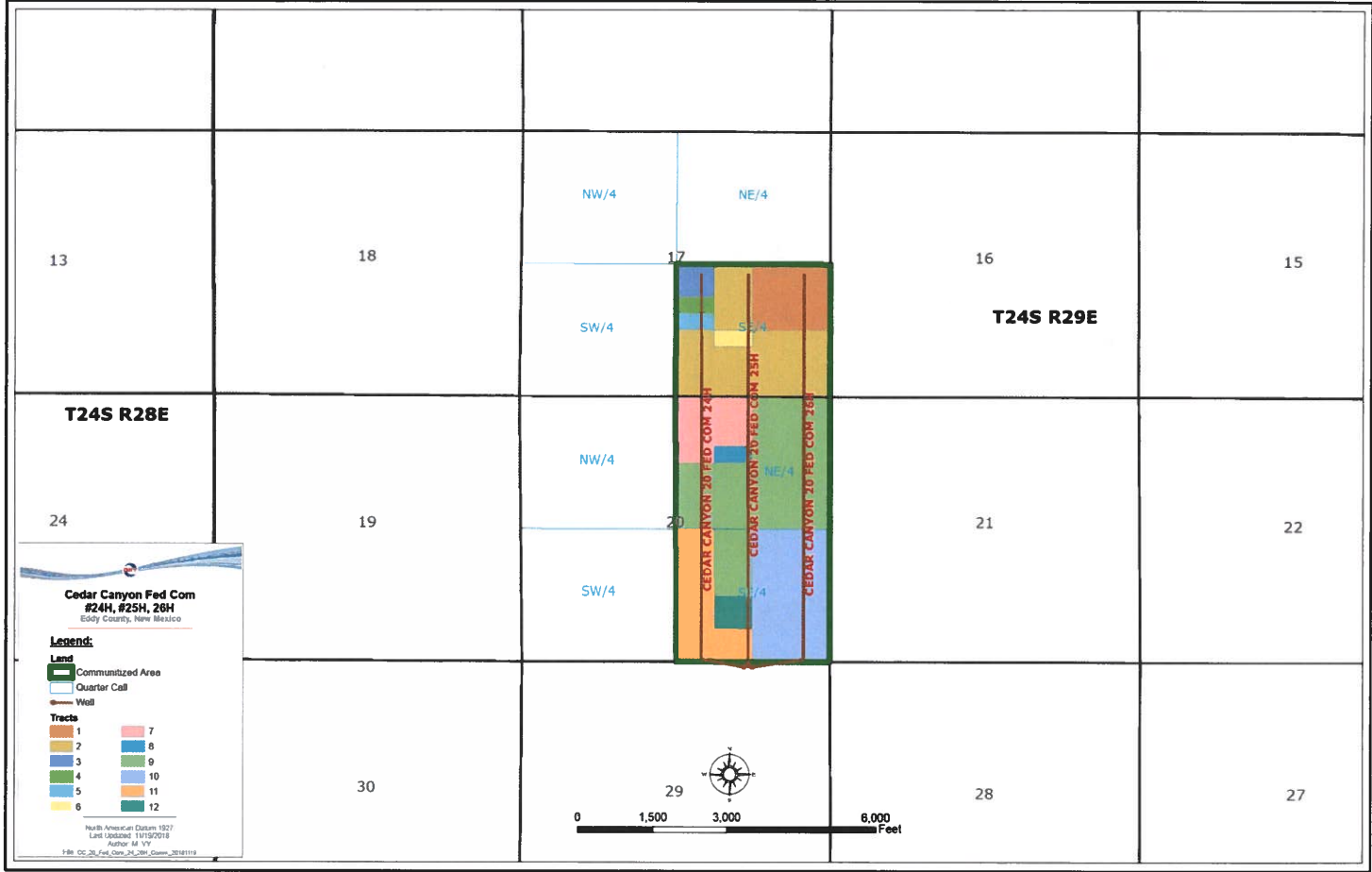
Notary's Printed Name: \_\_\_\_\_

Notary's commission expires: \_\_\_\_\_

**EXHIBIT "A"**

Attached to and made a part of that certain Communitization Agreement dated 9/1/2018, by OXY USA Inc., embracing the E/2 of Section 20 & the SE/4 Section 17, Township 24 South, Range 29 East NMPM, Eddy County, New Mexico.

Cedar Canyon 20 Fed Com #24H, #25H and #26H





**EXHIBIT "B"**

Attached to and made a part of that certain Communitization Agreement dated 9/1/2018, by OXY USA Inc., embracing the E/2 of Section 20 & the SE/4 Section 17, Township 24 South, Range 29 East NMPM, Eddy County, New Mexico.

Operator of Communitized Area: OXY USA Inc.

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

Lease Serial Number: NMNM 094651

Description of Land Committed: Township 24 South, Range 29 East,  
Section 17: NW/4 SE/4

Number of Gross Acres: 40.00 acres

Name of Working Interest Owners: OXY USA Inc. – 100.00%

**Tract No. 2**

Lease: Fee lease

Description of Land Committed: Township 24 South, Range 29 East,  
Section 17: E/2 SE/4 and S/2 SW/4 less  
and except the N/2 NE/4 SW/4 SE/4

Number of Gross Acres: 95.00 acres

**Lease No. 1**

Lessor: D S Harroun, et al

Lessee: Skelly Oil Company

OXY Lease No.: 63024823

Date of Lease: 2/2/1972

Name of Working Interest Owners: OXY USA Inc. - 85.465%  
OXY USA WTP, LP - 4.7238%  
GD McKinney Investment, LP - 4.8111%  
B. Jack Reed – 1.00%  
Leopard Petroleum, LP - 1.00%  
DRW Energy, LLC - 1.00%  
Beryl Oil and Gas, LP - 1.00%  
M'lissa L. Mckinney Schoening – 1.00%

Tract No. 3

Lease: Fee lease

Description of Land Committed: Township 24 South, Range 29 East,  
Section 17: NW/4 NW/4 SE/4

Number of Gross Acres: 10.00 acres

Lease No. 2

Lessor: Thomas Earl Forni

Lessee: OXY USA Inc.

OXY Lease No.: 63006546

Date of Lease: 4/4/2016

Name of Working Interest Owners: OXY USA Inc. – 100.00%

Lease No. 3

Lessor: MJBK Family Trust

Lessee: OXY USA Inc.

OXY Lease No.: 63006657

Date of Lease: 4/4/2016

Name of Working Interest Owners: OXY USA Inc. – 100.00%

Tract No. 4Unleased Mineral Interest – Tract 4

(Interest Subject to Pooling Order No. R-14726)

Denise Louise McCoy - 4.166667%

Mineral Interest subject to Operating Agreement dated February 13, 2018 between  
OXY USA Inc., as Operator and MRC Permian Company, et al as Non-  
Operators(s) – Tract 4

OXY USA Inc.

Tract No. 5

Lease Serial Number: Fee lease

Description of Land Committed: Township 24 South, Range 29 East,  
Section 17: S/2 SW/4 NW/4 SE/4

Number of Gross Acres: 5.00 acres

**Lease No. 4**

Lessor: Pardue Limited Company  
Lessee: OXY USA Inc.  
OXY Lease No.: 63006575  
Date of Lease: 6/10/2017  
Name of Working Interest Owners: OXY USA Inc. - 100.00%

**Tract No. 6**

Lease Serial Number: Fee leases  
Description of Land Committed: Township 24 South, Range 29 East,  
Section 17: N/2 NE/4 SW/4 SE/4  
Number of Gross Acres: 5.00 acres

**Lease No. 5**

Lessor: Brett C. Barton  
Lessee: OXY USA Inc.  
OXY Lease No.: 63006556  
Date of Lease: 9/1/2015  
Name of Working Interest Owners: OXY USA Inc. - 100.00%

**Lease No. 6**

Lessor: Roy G. Barton III  
Lessee: OXY USA Inc.  
OXY Lease No.: 63006555  
Date of Lease: 9/1/2015  
Name of Working Interest Owners: OXY USA Inc. - 100.00%

**Lease No. 7**

Lessor: Heidi C. Barton  
Lessee: OXY USA Inc.  
OXY Lease No.: 63006557  
Date of Lease: 6/10/2017  
Name of Working Interest Owners: OXY USA Inc. - 100.00%

**Lease No. 8**

Lessor: Realeza Del Spear., LP  
Lessee: TAP Rock Resources, LLC  
Book/Page: 1100-1172  
Date of Lease: 11/14/2017  
Name of Working Interest Owners: TAP Rock Resources, LLC - 100.00%

Tract No. 7

Lease Serial Number: Fee leases

Description of Land Committed: Township 24 South, Range 29 East,  
Section 20: W/2 NW/4 NE/4

Number of Gross Acres: 35.00 acres

Lease No. 9

Lessor: Brett Guitar Witherspoon, et al

Lessee: TAP Rock Resources, LLC

Book/Page: 1097-990

Date of Lease: 7/5/2017

Name of Working Interest Owners: TAP Rock Resources, LLC - 100.00%

Lease No. 10

Lessor: Pardue Limited Company

Lessee: MRC Permian Company

Book/Page: 1079-699

Date of Lease: 8/14/2016

Name of Working Interest Owners: MRC Permian Company - 100.00%

Lease No. 11

Lessor: CrownRock Minerals ,L.P.

Lessee: Prime Rock Resources AssetCo., LLC

Book/Page: 1100-390

Date of Lease: 8/21/2017

Name of Working Interest Owners: Prime Rock Resources AssetCo., LLC - 100.00%

Tract No. 8

Lease Serial Number: Fee lease

Description of Land Committed: Township 24 South, Range 29 East,  
Section 20: S/2 SE/4 NW/4 NE/4

Number of Gross Acres: 5.00 acres

Lease No. 12

Lessor: Realeza Del Spear., LP

Lessee: TAP Rock Resources, LLC

Book/Page: 1100-1172

Date of Lease: 11/14/2017

Name of Working Interest Owners: TAP Rock Resources, LLC - 100.00%

**Lease No. 13**

Lessor: Carmex, Inc.  
Lessee: OXY USA Inc.  
OXY Lease No.: 63009949  
Date of Lease: 8/8/2017  
Name of Working Interest Owners: OXY USA Inc. - 100.00%

**Lease No. 14**

Lessor: Francis F. Beeman and wife Bettye Jo Beeman.  
Lessee: OXY USA Inc.  
OXY Lease No.: 63006568  
Date of Lease: 6/16/2017  
Name of Working Interest Owners: OXY USA Inc. - 100.00%

**Lease No. 15**

Lessor: Mark A. Beeman  
Lessee: OXY USA Inc.  
OXY Lease No.: 63009891  
Date of Lease: 7/16/2017  
Name of Working Interest Owners: OXY USA Inc. - 100.00%

**Lease No. 16**

Lessor: Patricia Ann Beeman Allen Trust  
Lessee: OXY USA Inc.  
OXY Lease No.: 63009925  
Date of Lease: 6/16/2017  
Name of Working Interest Owners: OXY USA Inc. - 100.00%

**Lease No. 17**

Lessor: Steve Stribling  
Lessee: OXY USA Inc.  
OXY Lease No.: 63010011  
Date of Lease: 6/16/2017  
Name of Working Interest Owners: OXY USA Inc. - 100.00%

**Lease No. 18**

Lessor: T. L. Rees  
Lessee: OXY USA Inc.  
OXY Lease No.: 63006570  
Date of Lease: 6/16/2017  
Name of Working Interest Owners: OXY USA Inc. - 100.00%

**Lease No. 19**

Lessor: William F. Beeman  
Lessee: OXY USA Inc.  
OXY Lease No.: 63006665  
Date of Lease: 6/16/2017  
Name of Working Interest Owners: OXY USA Inc. - 100.00%

**Lease No. 20**

Lessor: Robert B. Beeman  
Lessee: OXY USA Inc.  
OXY Lease No.: 63006799  
Date of Lease: 6/16/2017  
Name of Working Interest Owners: OXY USA Inc. - 100.00%

**Lease No. 21**

Lessor: John D. Stribling  
Lessee: OXY USA Inc.  
OXY Lease No.: Unassigned  
Date of Lease: 3/6/2018  
Name of Working Interest Owners: OXY USA Inc. - 100.00%

**Lease No. 22**

Lessor: Martha Joy Stribling  
Lessee: OXY USA Inc.  
OXY Lease No.: 63009903  
Date of Lease: 4/3/2018  
Name of Working Interest Owners: OXY USA Inc. - 100.00%

**Lease No. 23**

Lessor: Zia Royalty, LLC  
Lessee: OXY USA Inc.  
OXY Lease No.: 63009979  
Date of Lease: 3/6/2018  
Name of Working Interest Owners: OXY USA Inc. - 100.00%

**Lease No. 24**

Lessor: The Beveridge Company  
Lessee: OXY USA Inc.  
OXY Lease No.: 63009979  
Date of Lease: 3/6/2018  
Name of Working Interest Owners: OXY USA Inc. - 100.00%

**Lease No. 25**

Lessor: Patricia Gae Stamps  
Lessee: OXY USA Inc.  
OXY Lease No.: 63010078  
Date of Lease: 2/14/2018  
Name of Working Interest Owners: OXY USA Inc. - 100.00%

**Lease No. 26**

Lessor: Mary Camille Hall  
Lessee: OXY USA Inc.  
OXY Lease No.: Unassigned  
Date of Lease: 2/14/2018  
Name of Working Interest Owners: OXY USA Inc. - 100.00%

**Lease No. 27**

Lessor: Sue Osborn  
Lessee: OXY USA Inc.  
OXY Lease No.: Unassigned  
Date of Lease: 2/14/2018  
Name of Working Interest Owners: OXY USA Inc. - 100.00%

**Lease No. 28**

Lessor: Pamela Rae Cummings  
Lessee: OXY USA Inc.  
OXY Lease No.: Unassigned  
Date of Lease: 2/14/2018  
Name of Working Interest Owners: OXY USA Inc. - 100.00%

**Unleased Mineral Interest – Tract 8**

(Interest Subject to Pooling Order No. R-14726)

John W. Osborn  
Margaret Stribling

**Mineral Interest subject to Operating Agreement dated February 13, 2018 between  
OXY USA Inc., as Operator and MRC Permian Company, et al as Non-  
Operators(s) – Tract 8**

MRC Permian Company

Tract No. 9

Lease Serial Number: NM 102914

Description of Land Committed: Township 24 South, Range 29 East,  
Section 20: E/2 NE/4, SW/4 NE/4, E/2  
NW/4 SE/4 and NE/4 SW/4 SE/4

Number of Gross Acres: 140.00 acres

Name of Working Interest Owners: Township 24 South, Range 29 East  
Sec. 20: NE/4 NE/4, S/2 NE/4, E/2 NW/4  
SE/4  
OXY USA Inc. - 80.00%  
OXY Y-1 Company - 20.00%

Tract No. 10

Lease Serial Number: NM 096222

Description of Land Committed: Township 24 South, Range 29 East,  
Section 17: E/2 SE/4

Number of Gross Acres: 80.00 acres

Name of Working Interest Owners: OXY USA Inc. - 100.00%

Tract No. 11

Lease Serial Number: NM 119273

Description of Land Committed: Township 24 South, Range 29 East,  
Section 17: W/2 NW/4 SE/4, W/2 SW/4  
SE/4 and SE/4 SW/4 SE/4

Number of Gross Acres: 50.00 acres

Name of Working Interest Owners: OXY USA Inc. - 25.00%  
OXY Y-1 Company - 50.00%  
Occidental Permian, LP - 25.00%



Tract No. 12

Lease Serial Number: NM 102914

Description of Land Committed: Township 24 South, Range 29 East,  
Section 20: E/2 NE/4, SW/4 NE/4, E/2  
NW/4 SE/4 and NE/4 SW/4 SE/4

Number of Gross Acres: 10.00 acres

Name of Working Interest Owners: Township 24 South, Range 29 East  
Sec. 20: NE/4 SW/4 SE/4  
OXY USA Inc. - 20.00%  
OXY Y-1 Company - 20.00%  
Winchester Energy, LLC - 30.00%  
Maduro Oil & Gas, LLC - 7.50%  
Lonsdale Resources, LLC - 7.50%  
1 Timothy 6, LLC - 15.00%

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	40.00	8.33333%
2	95.00	19.79167%
3	10.00	2.08333%
4	5.00	1.04166%
5	5.00	1.04166%
6	5.00	1.04166%
7	35.00	7.29166%
8	5.00	1.04166%
9	140.00	29.16666%
10	80.00	16.66666%
11	50.00	10.41666%
12	<u>10.00</u>	<u>2.08333%</u>
<b>Total</b>	<b>480.00</b>	<b>100.00000%</b>

**From:** [McClure, Dean, EMNRD](#)  
**To:** [Mowery, Kathleen S](#)  
**Cc:** [McClure, Dean, EMNRD](#); [Simmons, Kurt, EMNRD](#); [Bratcher, Mike, EMNRD](#); [Powell, Brandon, EMNRD](#); [lisa@nwbyram.com](#); [Glover, James](#); [Paradis, Kyle O](#); [Walls, Christopher](#); [Holm, Anchor E.](#); [Dawson, Scott](#)  
**Subject:** Approved Administrative Order PLC-750  
**Date:** Tuesday, April 27, 2021 3:32:52 PM  
**Attachments:** [PLC750 Order.pdf](#)

NMOCD has issued Administrative Order PLC-750 which authorizes Oxy USA, Inc. (16696) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	Location (NMPM)	Pool Code	Train
30-015-33208	River Bend 10 Federal #1	E-10-24S-29E	11520	A1
30-015-20756	River Bend 10 Federal #2	F-10-24S-29E	11520	A1
30-015-45629	Width CC 6 7 Federal Com #17H	C-06-24S-29E	50371	B1
30-015-45575	Width CC 6 7 Federal Com #16H	C-06-24S-29E	50371	B1
30-015-45770	Height CC 6 7 Federal Com #31Y	D-06-24S-29E	98220	B1
30-015-45554	Height CC 6 7 Federal Com #32H	D-06-24S-29E	98220	B1
30-015-45561	Height CC 6 7 Federal Com #33H	C-06-24S-29E	98220	B1
30-015-45630	Height CC 6 7 Federal Com #311H	C-06-24S-29E	50371	B1
30-015-45553	Length CC 6 7 Federal Com #21H	D-06-24S-29E	50371	B1
30-015-45565	Length CC 6 7 Federal Com #22H	D-06-24S-29E	50371	B1
30-015-45551	Length CC 6 7 Federal Com #23H	C-06-24S-29E	50371	B1
30-015-45576	Width CC 6 7 Federal Com #15H	A-06-24S-29E	50371	B2
30-015-45573	Width CC 6 7 Federal Com #14H	A-06-24S-29E	50371	B2
30-015-45562	Height CC 6 7 Federal Com #34H	C-06-24S-29E	98220	B2
30-015-45563	Height CC 6 7 Federal Com #35H	A-06-24S-29E	98220	B2
30-015-45564	Height CC 6 7 Federal Com #36H	A-06-24S-29E	98220	B2
30-015-45572	Height CC 6 7 Federal Com #312H	C-06-24S-29E	50371	B2
30-015-45552	Length CC 6 7 Federal Com #24H	C-06-24S-29E	50371	B2
30-015-45566	Length CC 6 7 Federal Com #25H	A-06-24S-29E	50371	B2
30-015-45567	Length CC 6 7 Federal Com #26H	A-06-24S-29E	50371	B2
30-015-44945	Salt Ridge CC 20 17 Federal Com #21H	E-17-24S-29E	50371	C1
30-015-44947	Salt Ridge CC 20 17 Federal Com #23H	F-17-24S-29E	50371	C1
30-015-37644	Morning Federal Com #1H	E-08-24S-29E	11520	C1
30-015-45215	Refried Beans CC 15 16 State Com #12H	H-15-24S-29E	96473	D1
30-015-45216	Refried Beans CC 15 16 State Com #13H	H-15-24S-29E	96473	D1
30-015-45217	Refried Beans CC 15 16 State Com #14H	I-15-24S-29E	96473	D1
30-015-45218	Whomping Willow CC 15 16 State Com #44H	I-15-24S-29E	98220	D1
30-015-30375	Harroun 10 #1	N-10-24S-29E	11540	D1
30-015-31709	Harroun 10 #2	M-10-24S-29E	11540	D1
30-015-32617	Harroun 10 #3	L-10-24S-29E	11540	D1
30-015-29987	Harroun 15 #7	C-15-24S-29E	11540	D1
30-015-30253	Harroun 15 #8	F-15-24S-29E	11540	D1
30-015-32620	Harroun 15 #14	D-15-24S-29E	11540	D1
30-015-42058	Cedar Canyon 17 Fee #1H	A-17-24S-29E	96238	D1
30-015-33317	Harroun 15 #15	E-15-24S-29E	96473	D1
30-015-33823	Harroun 15 #16A	L-15-24S-29E	96473	D1
30-015-33822	Harroun 15 #17	M-15-24S-29E	96473	D1
30-015-41032	Cedar Canyon 15 #2H	M-15-24S-29E	96473	D1

30-015-41594	Cedar Canyon 15 #3H	L-15-24S-29E	96473	D1
30-015-41327	Cedar Canyon 22 #2H	D-22-24S-29E	96473	D1
30-015-41291	Cedar Canyon 15 #4H	E-15-24S-29E	96473	D1
30-015-34997	Harroun 9 #1	P-09-24S-29E	96473	D1
30-015-41488	Harroun 9 #3H	P-09-24S-29E	96473	D1
30-015-41024	Cedar Canyon 16 State #2H	P-16-24S-29E	96473	D1
30-015-41595	Cedar Canyon 16 State #6H	L-15-24S-29E	96473	D1
30-015-42683	Cedar Canyon 16 State #12H	M-15-24S-29E	96473	D1
30-015-33820	H Buck State #3	A-16-24S-29E	96473	D1
30-015-34444	H Buck State #4	H-16-24S-29E	96473	D1
30-015-32618	Harroun 10 #4	K-10-24S-29E	96473	D1
30-015-29310	Harroun 15 #5	B-15-24S-29E	11540	D1
30-015-33821	Harroun 22 #3	A-22-24S-29E	96473	D1
30-015-35042	H Buck State #5	L-15-24S-29E	96473	D1
30-015-34695	H Buck State #10	P-16-24S-29E	96473	D1
30-015-29763	Harroun 15-2	D-15-24S-29E	11540	D1
30-015-39857	Cedar Canyon 15 #1H	M-15-24S-29E	11540	D1
30-015-28639	Harroun 22 #1	D-22-24S-29E	11540	D1
30-015-42062	Cedar Canyon 16 State #11H	C-16-24S-29E	11540	D1
30-015-39856	Cedar Canyon 16 State #1H	D-16-24S-29E	96473	D1
30-015-41251	Cedar Canyon 16 State #7H	E-15-24S-29E	96473	D1
30-015-41596	Cedar Canyon 16 State #8H	A-16-24S-29E	96473	D1
30-015-42061	Cedar Canyon 16 State #9H	D-16-24S-29E	96473	D1
30-015-42055	Cedar Canyon 16 State #10H	C-16-24S-29E	96473	D1
30-015-43844	Cedar Canyon 16 State #33H	A-16-24S-29E	98220	D1
30-015-43843	Cedar Canyon 16 State #34H	A-16-24S-29E	98220	D1
30-015-47958	Tails CC 10 3 Federal Com #21H	N-10-24S-29E	96473 11520	D2
30-015-47957	Tails CC 10 3 Federal Com #22H	N-10-24S-29E	96473 11520	D2
30-015-47961	Tails CC 10 3 Federal Com #24H	O-10-24S-29E	96473 11520	D2
30-015-47960	Tails CC 10 3 Federal Com #25H	O-10-24S-29E	96473 11520	D2
30-015-47959	Tails CC 10 3 Federal Com #26H	O-10-24S-29E	96473 11520	D2
30-015-45080	Salt Flat 20 29 Federal Com #31H	M-17-24S-29E	98220	E1
30-015-45081	Salt Flat 20 29 Federal Com #32H	M-17-24S-29E	98220	E1
30-015-45082	Salt Flat 20 29 Federal Com #33H	M-17-24S-29E	50371	E1
30-015-46369	Salt Flat 20 29 Federal Com #37H	N-17-24S-29E	98220	E1
30-015-45048	Salt Flat CC 20 29 Federal Com #34H	P-17-24S-29E	98220	E2
30-015-45049	Salt Flat CC 20 29 Federal Com #35H	P-17-24S-29E	50371	E2
30-015-45050	Salt Flat CC 20 29 Federal Com #36H	P-17-24S-29E	98220	E2
30-015-46399	Salt Flat CC 20 29 Federal Com #38H	N-17-24S-29E	98220	E2
30-015-45083	Oxbow CC 17 08 Federal Com #31H	M-17-24S-29E	98220	E3
30-015-45084	Oxbow CC 17 08 Federal Com #32H	M-17-24S-29E	98220	E3
30-015-46400	Oxbow CC 17 08 Federal Com #37H	N-17-24S-29E	98220	E3
30-015-45085	Oxbow CC 17 08 Federal Com #33H	M-17-24S-29E	50371	E3

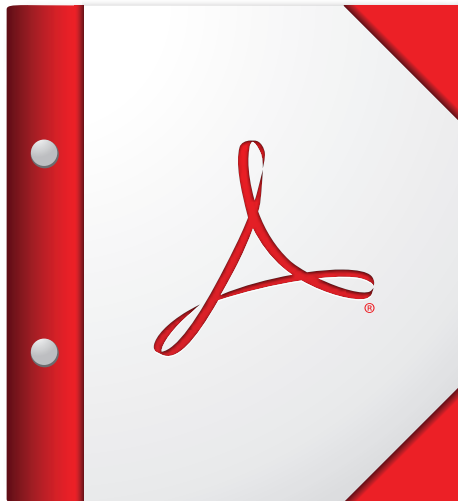
30-015-45086	Oxbow CC 17 08 Federal Com #34H	P-17-24S-29E	98220	E4
30-015-46401	Oxbow CC 17 08 Federal Com #38H	N-17-24S-29E	98220	E4
30-015-45088	Oxbow CC 17 08 Federal Com #36H	P-17-24S-29E	98220	E4
30-015-45087	Oxbow CC 17 08 Federal Com #35H	P-17-24S-29E	50371	E4
30-015-44190	Cedar Canyon 21 Federal Com #22H	E-21-24S-29E	96238	F1
30-015-44191	Cedar Canyon 21 Federal Com #23H	E-21-24S-29E	96238	F1
30-015-44181	Cedar Canyon 21 Federal Com #21H	A-21-24S-29E	96238	F1
30-015-43758	Cedar Canyon 22 Federal Com #5H	M-22-24S-29E	96238	F1
30-015-44176	Cedar Canyon 21-22 Federal Com #32H	E-21-24S-29E	96473	F1
30-015-44182	Cedar Canyon 21 Federal Com #31H	A-21-24S-29E	98220	F1
30-015-28850	Yvonne 21 Federal #1	F-21-24S-29E	11540	F1
30-015-28861	Riverbend Federal #9	E-22-24S-29E	11540	F1
30-015-40668	Cedar Canyon 22 #1H	K-22-24S-29E	96238	G1
30-015-44134	Cedar Canyon 21 22 Federal Com #34H	L-21-24S-29E	96473	G2
30-015-44055	Cedar Canyon 22 15 Federal Com #34H	A-22-24S-29E	96473	G3
30-015-35186	Gaines 22 Federal #1	M-22-24S-29E	96473	G4
30-015-43906	Cedar Canyon 22 Federal Com #6Y	M-22-24S-29E	96238	G4
30-015-43749	Cedar Canyon 21 Federal Com #5H	M-22-24S-29E	96238	G5
30-015-43775	Cedar Canyon 27 Federal Com #5H	D-27-24S-29E	96473	G6
30-015-44133	Cedar Canyon 21 22 Federal Com #33H	L-21-24S-29E	96473	G6
30-015-41194	Cedar Canyon 23 #2H	M-23-24S-29E	50371	G6
30-015-44178	Cedar Canyon 23 24 Federal Com #34H	M-23-24S-29E	96473	G7
30-015-29864	Coyote 21 #2	N-21-24S-29E	11540	G8
30-015-28638	Gaines 21 #1	O-21-24S-29E	11540	G8
30-015-28816	Gaines 21 #4	P-21-24S-29E	11540	G8
30-015-43809	Cedar Canyon 22 15 Fee #31H	C-22-24S-29E	96473	G8
30-015-43808	Cedar Canyon 22 15 Fee #32H	C-22-24S-29E	96473	G8
30-015-35041	Vortec 27 #1	A-27-24S-29E	96473	G8
30-015-42063	Cedar Canyon 27 State Com #4H	D-27-24S-29E	96473	G8
30-015-39968	Morgan Fee Com #1H	M-21-24S-29E	96238	G8
30-015-43915	Cedar Canyon 22 15 Fee #33H	A-22-24S-29E	98220	G8
30-015-43673	Cedar Canyon 27 State Com #10H	D-27-24S-29E	98220	G8
30-015-43642	Cedar Canyon 22 Federal #21H	I-22-24S-29E	96473	H1
30-015-44179	Cedar Canyon 23-24 Federal #31H	A-22-24S-29E	96473	H1
30-015-44180	Cedar Canyon 23-24 Federal #32H	A-22-24S-29E	96473	H1
30-015-43708	Cedar Canyon 22 Federal Com #4H	I-22-24S-29E	96473	H1
30-015-43290	Cedar Canyon 23 Federal #3H	I-22-24S-29E	96473	H1
30-015-43281	Cedar Canyon 23 Federal #4H	H-22-24S-29E	96473	H1
30-015-43282	Cedar Canyon 23 Federal #5H	A-22-24S-29E	96473	H1
30-015-44095	Cedar Canyon 23 Federal Com #6H	I-22-24S-29E	96473	H1
30-015-45870	Guacamole CC 24 23 Federal #11H	C-24-24S-29E	96473	H1
30-015-45871	Guacamole CC 24 23 Federal #12H	F-24-24S-29E	96473	H1
30-015-40667	Cedar Canyon 23 #1H	E-23-24S-29E	96238	H1
30-015-44545	Cedar Canyon 20 Federal Com #24H	B-29-24S-29E	50371	I1
30-015-44519	Cedar Canyon 20 Federal Com #25H	B-29-24S-29E	50371	I1
30-015-44520	Cedar Canyon 20 Federal Com #26H	B-29-24S-29E	50371	I1
30-015-43819	Cedar Canyon 28 Federal Com #8H	A-29-24S-29E	96473	I2
30-015-43645	Cedar Canyon 28 27 Federal Com #5H	H-29-24S-29E	96473	I3

30-015-44435	Cedar Canyon 27 28 Federal #42H	D-28-24S-29E	96473	I4
30-015-44439	Cedar Canyon 28 Federal Com #41H	D-28-24S-29E	98220	I5
30-015-43232	Cedar Canyon 27 Federal #6H	I-28-24S-29E	96473	J1
30-015-43233	Cedar Canyon 27 Federal #7H	I-28-24S-29E	96473	J1
30-015-43234	Cedar Canyon 28 Federal #6H	I-28-24S-29E	96473	J1
30-015-43238	Cedar Canyon 28 Federal #7H	I-28-24S-29E	96473	J1
30-015-44016	Cedar Canyon 28 Federal #9H	H-29-24S-29E	96473	J1
30-015-43601	Cedar Canyon 29 Federal #21H	H-29-24S-29E	50371	J1
30-015-42992	Cedar Canyon 29 Federal Com #2H	A-29-24S-29E	50371	J1
30-015-42993	Cedar Canyon 29 Federal Com #3H	H-29-24S-29E	50371	J1
30-015-44437	Cedar Canyon 27 28 Federal #43H	P-29-24S-29E	98220	J1
30-015-44438	Cedar Canyon 27 28 Federal #44H	P-29-24S-29E	98220	J1
30-015-44521	Cedar Canyon 29 Federal Com #24H	L-29-24S-29E	50371	J1
30-015-44522	Cedar Canyon 29 Federal Com #25H	L-29-24S-29E	50371	J1
30-015-44523	Cedar Canyon 29 Federal #26H	L-29-24S-29E	50371	J1
30-015-42421	Cedar Canyon 15 Federal Com #5	D-15-24S-29E	96473	K1
30-015-35492	Vortec 27 #2	H-27-24S-29E	96473	L1

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

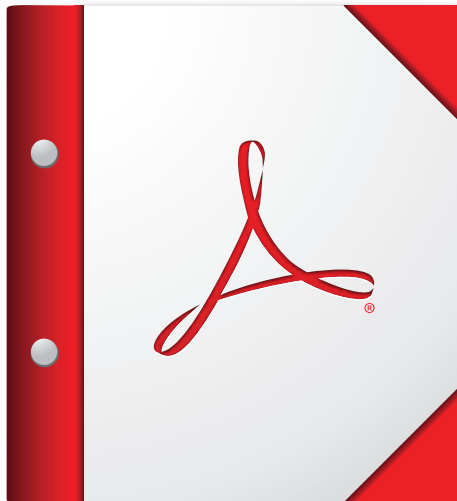
Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval.

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



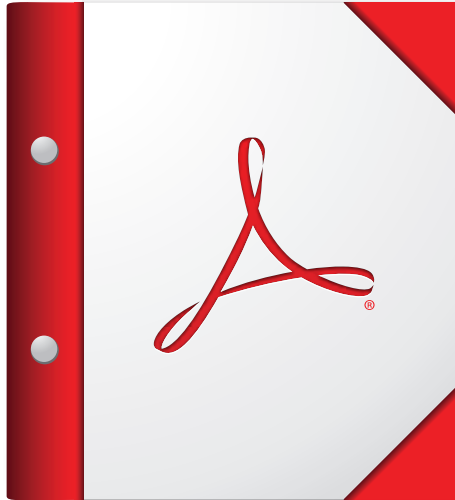
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**From:** [McClure, Dean, EMNRD](#)  
**To:** [Mowery, Kathleen S](#)  
**Subject:** RE: 30-015-42421 CEDAR CANYON 15 FEDERAL COM #005H  
**Date:** Thursday, April 22, 2021 2:11:00 PM

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I likely just missed or forgot to remove the well on PLC-580-B. Send me a request to remove the well from PLC-580-B on letter head or on a sundry, whichever is easiest for you; just attach it to an email and send to me directly and I'll take care of it on our side.

Regarding Cedar Canyon 16-1, everything is fine as is. It can be left on PLC-580-B, and also having it included as a block on PLC-750 is fine. The reasoning you had laid out is fine and I had wondered if that may be the case, but wanted to confirm.

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

---

**From:** Mowery, Kathleen S <Kathleen\_Mowery@oxy.com>  
**Sent:** Thursday, April 22, 2021 1:19 PM  
**To:** McClure, Dean, EMNRD <Dean.McClure@state.nm.us>  
**Subject:** [EXT] RE: 30-015-42421 CEDAR CANYON 15 FEDERAL COM #005H

Dean,

Cedar Canyon 15 5H originally had its oil tied into the Whomping Willow facility (PLC-580B). We removed this well from the permit in 4/2020, however, the permit was not the most clear. Do you need me to file a sundry to remove this well from the permit?

PLC-580B originally started as a commingle between the Cedar Canyon 16-1 Battery and the Harroun wells. Over time, the permit has gone through many iterations with additional wells being added and old wells being broken off into new batteries. These new batteries were kept under the same commingle permit number. In this case, the Cedar Canyon 16-1 CTB was separated from the Whomping Willow CTB, however, they are both included on the same commingle permit (PLC-580B). The Cedar Canyon 16-1 CTB wells are included in the Whomping Willow CTB well list for PLC-750. In our last Whomping Willow CTB permit update we laid out the block flow diagrams and different battery locations as well as notified the applicable owners. Should the Cedar Canyon 16-1 Battery be broken out onto it's own PLC # or are you okay with keeping it under PLC-580B until the next revision. On the gas side, we will update this permit in the next two months so I can clean that up then and for the oil side I can submit this same documentation separately. Let me know how you would like to proceed.

Thanks,  
Kathleen

---

**From:** McClure, Dean, EMNRD <[Dean.McClure@state.nm.us](mailto:Dean.McClure@state.nm.us)>  
**Sent:** Thursday, April 22, 2021 12:13 PM  
**To:** Mowery, Kathleen S <[Kathleen\\_Mowery@oxy.com](mailto:Kathleen_Mowery@oxy.com)>  
**Subject:** [EXTERNAL] 30-015-42421 CEDAR CANYON 15 FEDERAL COM #005H

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

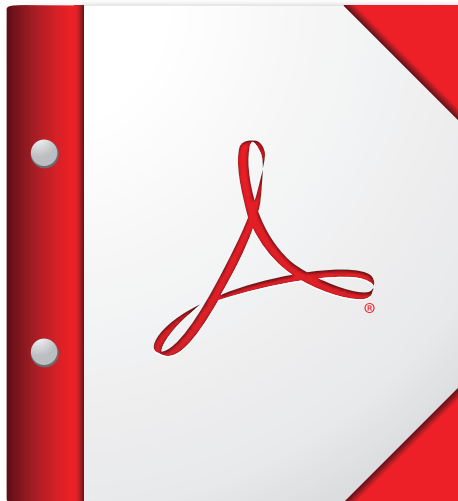
---

Hello Kathleen,

The referenced well is currently included within PLC-580-B, but within the PLC-750 application is listed as going to its own battery, the Cedar Canyon 15 5 Battery.

Additionally, PLC-580-B includes the Cedar Canyon 16-1 Battery, but it is not included within the PLC-750 application. Is this battery still being utilized? Seems like I had a conversation with Sandra at one time about this battery, except maybe she had referred to it as the red tank battery or something; I forget the name used and what the intent of the conversation had been.

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



**For the best experience, open this PDF portfolio in  
Acrobat X or Adobe Reader X, or later.**

**Get Adobe Reader Now!**

**From:** [Musallam, Sandra C](#)  
**To:** [Mowery, Kathleen S](#); [McClure, Dean, EMNRD](#)  
**Subject:** RE: [EXT] FW: Automatic reply: Fwd: FW: Notification Only for Gas Commingle in Cedar Canyon Area  
**Date:** Tuesday, April 6, 2021 7:05:40 AM  
**Attachments:** [image003.jpg](#)

---

Hello Dean,  
The commingle package was delivered to BLM yesterday. Thanks!



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

---

**From:** Mowery, Kathleen S <[Kathleen\\_Mowery@oxy.com](mailto:Kathleen_Mowery@oxy.com)>  
**Sent:** Tuesday, April 06, 2021 7:30 AM  
**To:** McClure, Dean, EMNRD <[Dean.McClure@state.nm.us](mailto:Dean.McClure@state.nm.us)>  
**Cc:** Musallam, Sandra C <[Sandra\\_Musallam@oxy.com](mailto:Sandra_Musallam@oxy.com)>  
**Subject:** RE: [EXT] FW: Automatic reply: Fwd: FW: Notification Only for Gas Commingle in Cedar Canyon Area

I meant to include the tracking number! Sorry about that.

7019 0700 0000 0995 3840

---

**From:** McClure, Dean, EMNRD <[Dean.McClure@state.nm.us](mailto:Dean.McClure@state.nm.us)>  
**Sent:** Monday, April 5, 2021 5:48 PM  
**To:** Mowery, Kathleen S <[Kathleen\\_Mowery@oxy.com](mailto:Kathleen_Mowery@oxy.com)>  
**Cc:** Musallam, Sandra C <[Sandra\\_Musallam@oxy.com](mailto:Sandra_Musallam@oxy.com)>  
**Subject:** [EXTERNAL] RE: [EXT] FW: Automatic reply: Fwd: FW: Notification Only for Gas Commingle in Cedar Canyon Area

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

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Hello Kathleen,

Is there a document which was intended to be attached to this email?

Dean McClure  
Petroleum Engineer, Oil Conservation Division

New Mexico Energy, Minerals and Natural Resources Department  
(505) 469-8211

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**From:** Mowery, Kathleen S <[Kathleen\\_Mowery@oxy.com](mailto:Kathleen_Mowery@oxy.com)>  
**Sent:** Monday, April 5, 2021 6:10 AM  
**To:** McClure, Dean, EMNRD <[Dean.McClure@state.nm.us](mailto:Dean.McClure@state.nm.us)>  
**Cc:** Musallam, Sandra C <[Sandra\\_Musallam@oxy.com](mailto:Sandra_Musallam@oxy.com)>  
**Subject:** RE: [EXT] FW: Automatic reply: Fwd: FW: Notification Only for Gas Commingle in Cedar Canyon Area

Good Morning Dean,

Please see the tracking # for the Gas Commingles in the Cedar Canyon & Sand Dunes area. We mailed both packets at the same time.

Thanks,  
Kathleen

---

**From:** Mowery, Kathleen S  
**Sent:** Friday, April 2, 2021 1:53 PM  
**To:** McClure, Dean, EMNRD <[Dean.McClure@state.nm.us](mailto:Dean.McClure@state.nm.us)>  
**Cc:** Musallam, Sandra C <[Sandra\\_Musallam@oxy.com](mailto:Sandra_Musallam@oxy.com)>  
**Subject:** RE: [EXT] FW: Automatic reply: Fwd: FW: Notification Only for Gas Commingle in Cedar Canyon Area

Dean,

It appears as though the automated notice doesn't have all of the features that you mentioned. In light of time we will mail the applications to the BLM and provide tracking numbers once mailed. We'll send you the tracking numbers for the applicable packets once we have them.

Thanks,  
Kathleen

---

**From:** McClure, Dean, EMNRD <[Dean.McClure@state.nm.us](mailto:Dean.McClure@state.nm.us)>  
**Sent:** Friday, April 2, 2021 10:06 AM  
**To:** Mowery, Kathleen S <[Kathleen\\_Mowery@oxy.com](mailto:Kathleen_Mowery@oxy.com)>  
**Subject:** [EXTERNAL] RE: [EXT] FW: Automatic reply: Fwd: FW: Notification Only for Gas Commingle in Cedar Canyon Area

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Hello Kathleen,

Is it finished? I was under the impression from my discussion with Jonathon that the email chain for which the system is replying would be attached to the email in some manner. As such I was picturing a paragraph from the operator with a brief description of the project either down below like you see when you manually

reply to an email or baring that as an attachment. Then the intent is that the original email to the BLM will have the application packet itself as an attachment for their records although documentation of this attachment would not be required within the reply that the operator then sends to the OCD.

If there are technical limitations to that then that would leave only the subject line to contain enough information to link the email to a specific application.

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

---

**From:** Mowery, Kathleen S <[Kathleen\\_Mowery@oxy.com](mailto:Kathleen_Mowery@oxy.com)>  
**Sent:** Friday, April 2, 2021 6:32 AM  
**To:** McClure, Dean, EMNRD <[Dean.McClure@state.nm.us](mailto:Dean.McClure@state.nm.us)>  
**Subject:** [EXT] FW: Automatic reply: Fwd: FW: Notification Only for Gas Commingle in Cedar Canyon Area

FYI. This is the BLMs proof of notice for the CC gas commingle (PLC-750).

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**From:** BLM\_NM\_CFO\_NMOCD\_Notifications <[BLM\\_NM\\_CFO\\_NMOCD\\_Notifications@blm.gov](mailto:BLM_NM_CFO_NMOCD_Notifications@blm.gov)>  
**Sent:** Friday, April 2, 2021 7:30 AM  
**To:** Kst3268 15 <[kst3268@gmail.com](mailto:kst3268@gmail.com)>  
**Subject:** Automatic reply: [EXTERNAL] Fwd: FW: Notification Only for Gas Commingle in Cedar Canyon Area

The Bureau of Land Management's Carlsbad Field Office acknowledges receipt of notice of your application to the state of New Mexico's Oil Conservation Division with this email.

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

**APPLICATION OF OXY USA INC FOR  
APPROVAL OF 1,278.62-ACRE NON-STANDARD  
SPACING UNIT IN THE BONE SPRING FORMATION  
COMPRISED OF ACREAGE SUBJECT TO PROPOSED  
COMMUNITIZATION AGREEMENTS,  
EDDY COUNTY, NEW MEXICO.**

**CASE NO. 21540  
ORDER NO. R-21606**

**ORDER**

The Director of the New Mexico Oil Conservation Division (“OCD”), having heard this matter through a Hearing Examiner on December 3, 2020, and after considering the testimony, evidence, and recommendation of the Hearing Examiner, issues the following Order.

**FINDINGS OF FACT**

1. OXY USA INC (“Oxy”) filed an application (“Application”) seeking approval of a 1,278.62-acre non-standard horizontal spacing unit for production from all Division-designated pools in the Bone Spring formation underlying all of Sections 3 and 10, Township 24 South, Range 29 East, NMPM Eddy County, New Mexico (“Spacing Unit”). The Spacing Unit will be initially dedicated to the following horizontal wells in the Bone Spring formation (“Wells”):
  - Tails CC 10\_3 Federal Com #21H well (30-015-pending)
  - Tails CC 10\_3 Federal Com #22H well (30-015-pending)
  - Tails CC 10\_3 Federal Com #24H well (30-015-pending)
  - Tails CC 10\_3 Federal Com #25H well (30-015-pending)
  - Tails CC 10\_3 Federal Com #26H well (30-015-pending)
2. The Wells will be or have been drilled and completed in the Pierce Crossing; Bone Spring, East Pool (Pool Code 96473).
3. Oxy appeared at hearing and presented evidence by affidavit.
4. The Spacing Unit is comprised of the following five (5) leases:
  - Federal Lease NMNM-053373 containing Section 3: S/2 S/2
  - Federal Lease NMNM-081616 containing Section 10: N/2 & SE/4
  - Federal Lease NMNM-059385 containing Section 3: N/2 S/2
  - Federal Lease NMNM-085891 containing Section 3: Lots 1, 2, 3 & 4 & S/2 N/2
  - Private Lease 63021514 containing Section 10: SW/4

5. Oxy is the designated operator under a Joint Operating Agreement covering federal leases.
6. The Bureau of Land Management (“BLM”) informed Oxy that it will approve a communitization agreement for the Bone Spring formation.
7. Oxy will consolidate facilities and commingling production from existing and future wells in the Spacing Unit to minimize surface disturbance.
8. The Wells will efficiently and effectively develop the Spacing Unit and will result in significant efficiencies due to the ability to consolidate surface facilities.
9. Oxy gave notice of the Application to operators and lessees, in the Spacing Unit, all affected parties in the tracts that adjoin the Spacing Unit, and BLM.
10. Oxy published notice of the Application and hearing in a newspaper of general circulation in Eddy County, New Mexico.
11. No other party appeared at the hearing or opposed granting the Application.

#### **CONCLUSIONS OF LAW**

12. OCD has jurisdiction to issue this Order pursuant to Section 70-2-18(C), NMSA 1978.
13. Oxy has met the notice requirements for approval of non-standard horizontal spacing units in accordance with 19.15.16.15(B)(5) NMAC.
14. OCD’s rules allow the approval of a non-standard horizontal spacing unit, after notice and opportunity for hearing, “if necessary to prevent waste or protect correlative rights” 19.15.16.15(B)(5)(a) NMAC.
15. Approval of the Spacing Unit promotes effective well spacing and allows Oxy to reduce surface disturbance, efficiently locate surface facilities, and reduce development costs, and therefore prevents waste and protects correlative rights.

#### **ORDER**

16. The Application to create a 1,278.62-acre non-standard horizontal spacing unit for production from all Division-designated pools in the Bone Spring formation underlying all of Section 3 and 10, Township 24 South, Range 29 East, NMPM Eddy County, New Mexico **is hereby approved.**
17. Oxy shall file amended Forms C-102 reflecting the correct acreage dedicated for each of the Wells.



18. OCD retains jurisdiction of this case for entry of such further orders as the Division may deem necessary.

**STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION**



**ADRIENNE SANDOVAL  
DIRECTOR**

AES/jag

Date: 2/11/2021

CASE NO. 21540  
ORDER NO. R-21606

Page 3 of 3

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Notice

Order: PLC-750

Operator: Oxy USA, Inc. (21219)

Publication Date: 3/11/2021

Date Sent: 3/15/2021

### Noticed Persons

Date	Person	Certified Tracking Number	Status
3/11/2021	MINERALS MANAGEMENT SERVICE	9414811898765897458952	Unknown
3/11/2021	STATE OF NEW MEXICO	9414811898765897458969	Unknown
3/18/2021	MID-CONTINENT ENERGY INC	9414811898765897458921	Delivered
3/17/2021	J M MINERAL & LAND CO INC	9414811898765897458907	Delivered
3/17/2021	MAGNUM HUNTER PRODUCTION INC	9414811898765897458990	Delivered
3/17/2021	MAGNOLIA ROYALTY COMPANY INC	9414811898765897458945	Delivered
3/19/2021	EOG RESOURCES INC	9414811898765897458983	Delivered
3/19/2021	MAP00-NET TX GENERAL PARTNERSHIP	9414811898765897458938	Delivered
3/17/2021	ERIC D BOYT	9414811898765897458976	Delivered
3/17/2021	WILLIAM K BURTON	9414811898765897458617	Delivered
3/21/2021	BEN J FORTSON III CHILDRENS TRUST	9414811898765897458655	In-transit
3/17/2021	MWB 1998 TRUST	9414811898765897458662	Delivered
3/17/2021	CCB 1998 TRUST	9414811898765897458624	Delivered
3/17/2021	DCB 1998 TRUST	9414811898765897458600	Delivered
3/17/2021	KIMBELL ART FOUNDATION	9414811898765897458693	Delivered
3/17/2021	HERMAN CLIFFORD WALKER III	9414811898765897458648	Delivered
3/18/2021	ROBERT C GRABLE	9414811898765897458686	Delivered
3/22/2021	SUNDANCE MINERALS I	9414811898765897458631	Delivered
3/17/2021	ROACH FOUNDATION INC	9414811898765897458679	Delivered
3/18/2021	HAYES LAND LP	9414811898765897458112	Delivered
3/17/2021	JUDITH N HANTTULA	9414811898765897458150	Delivered
3/19/2021	HAYES LAND & PRODUCTION LP	9414811898765897458167	Delivered
3/20/2021	DOROTHY S HARROUN IRREV TRUST	9414811898765897458129	At PO
3/18/2021	CURTIS ANDERSON	9414811898765897458105	Delivered
3/18/2021	SHARBRO ENERGY LLC	9414811898765897458198	Delivered
3/19/2021	RICHARD K BARR FAMILY TRUST	9414811898765897458143	Delivered
3/18/2021	ANDREW AND JANET VOGT TRUST	9414811898765897458181	Delivered
3/17/2021	MCMULLEN MINERALS LLC	9414811898765897458136	Delivered
3/19/2021	PEGASUS RESOURCES LLC	9414811898765897458174	Delivered
3/23/2021	HARROUN ENERGY LLC	9414811898765897458310	Delivered
3/17/2021	RODEN ASSOCIATES LTD	9414811898765897458358	Delivered
3/17/2021	RODEN EXPLORATION COMPANY	9414811898765897458365	Delivered
3/17/2021	RODEN PARTICIPANTS LTD	9414811898765897458327	Delivered
3/18/2021	SCOPE INDUSTRIES	9414811898765897458303	Delivered
3/17/2021	J F NEAL REVOCABLE TRUST	9414811898765897458396	Delivered
3/25/2021	DEBRA K PRIMERA	9414811898765897458341	Delivered
3/17/2021	ROBERT M RAINDL	9414811898765897458389	Delivered

3/17/2021	BRENT M RAINDL	9414811898765897458334	Delivered
3/23/2021	BRADY L RAINDL	9414811898765897458372	Delivered
3/17/2021	BRANDI RAINDL BURNS	9414811898765897458013	Delivered
3/26/2021	RICKY D RAINDL	9414811898765897458051	Delivered
3/18/2021	COLLINS & WARE INC	9414811898765897458068	Delivered
3/18/2021	ROLLA R HINKLE III	9414811898765897458020	Delivered
3/30/2021	SANDRA M THOMA	9414811898765897458006	Delivered
3/18/2021	CURTIS A & EDNA I ANDERSON ANDERSON	9414811898765897458099	Delivered
3/22/2021	BRIAN T GROOMS	9414811898765897458044	In-transit
3/21/2021	LANELL HONEYMAN	9414811898765897458082	In-transit
3/21/2021	LESLIE ROBERT HONEYMAN TRUST	9414811898765897458037	In-transit
3/22/2021	BAXSTO LLC	9414811898765897458075	In-transit
3/19/2021	BLAIRBAX ENERGY LLC	9414811898765897458419	Delivered
3/23/2021	BUFFY ENERGY LLC	9414811898765897458457	Delivered
3/27/2021	CORNERSTONE FAMILY TRUST	9414811898765897458464	Delivered
3/16/2021	MOUNTAIN LION OIL & GAS LLC	9414811898765897458426	Delivered
3/18/2021	PENASCO PETROLEUM LLC	9414811898765897458402	Delivered
3/17/2021	806 ENERGY LLC	9414811898765897458495	Delivered
3/25/2021	RANDALL S CATE	9414811898765897458440	Delivered
3/18/2021	PATRICK J TOWER	9414811898765897458488	Delivered
4/6/2021	MARGARET E GROOMS TRUST	9414811898765897458433	Moved
3/17/2021	UNIDENTIFIED OWNER / NON-OP	9414811898765897458471	Delivered
	MW OIL INVESTMENT COMPANY INC	9414811898765897458518	Returned
3/23/2021	CURTIS A ANDERSON AND	9414811898765897458556	Delivered
3/19/2021	ALAN R HANNIFIN	9414811898765897458563	Delivered
4/1/2021	LOWE ROYALTY PARTNERS LP	9414811898765897458525	Delivered
	SHAWN & FRANCES HANNIFIN JTWRs	9414811898765897458501	Returned
3/19/2021	FFF INC	9414811898765897458594	Delivered
3/19/2021	MAP 98A-OK	9414811898765897458549	Delivered
3/19/2021	MAP98B-NET	9414811898765897458587	Delivered
3/17/2021	ANNETTE O WAMBAUGH	9414811898765897458532	Delivered
3/22/2021	S & E ROYALTY LLC	9414811898765897458570	Delivered
3/17/2021	BRYAN C WAGNER	9414811898765897457214	Delivered
3/17/2021	BRAZOS LTD PARTNERSHIP	9414811898765897457252	Delivered
3/18/2021	JACK SCOTT & SANDRA MCDONALD	9414811898765897457269	Delivered
3/19/2021	BRITT P & CYDNEY MEDFORD	9414811898765897457221	Delivered
3/21/2021	JAN ALICE HERRSTROM	9414811898765897457207	In-transit
3/18/2021	TWIN OAKS PETROLEUM LLC	9414811898765897457290	Delivered
3/20/2021	BRIGHAM MINERALS	9414811898765897457245	Awaiting
3/21/2021	SCOTT CRANFORD AP TRUST	9414811898765897457283	In-transit
3/19/2021	INTERNATIONAL PETROLEUM SERVICE CO	9414811898765897457238	Delivered
3/29/2021	SCOTT E WILSON BYPASS TRUST	9414811898765897457276	Delivered
3/26/2021	PREMIER OIL & GAS INC	9414811898765897457818	Moved
3/17/2021	REBECCA GAINES HOOKS	9414811898765897457856	Delivered
3/23/2021	MICAELLA GAINES KLAPOUCH	9414811898765897457863	Delivered
3/17/2021	ROBERT E GAINES JR	9414811898765897457825	Delivered
3/20/2021	MARY MARTHA GAINES ENGLAND	9414811898765897457801	Delivered

3/17/2021	CLAIBORNE LP	9414811898765897457894	Delivered
3/17/2021	EDWARD R HUDSON JR	9414811898765897457849	Delivered
3/21/2021	WHITTEN GUITAR WITHERSPOON	9414811898765897457887	In-transit
3/18/2021	WENDE WITHERSPOON MORGAN	9414811898765897457832	Delivered
3/17/2021	JOHN GUITAR WITHERSPOON JR	9414811898765897457870	Delivered
3/18/2021	PARDUE LIMITED COMPANY	9414811898765897457719	Delivered
3/17/2021	LINDYS LIVING TRUST	9414811898765897457757	Delivered
3/20/2021	ROBERT N ENFIELD REV TRUST	9414811898765897457764	Delivered
3/19/2021	DELMAR HUDSON LEWIS LVG TRUST	9414811898765897457726	Delivered
3/17/2021	EMG REVOC TRUST	9414811898765897457702	Delivered
3/17/2021	ZORRO PARTNERS	9414811898765897457795	Delivered
3/17/2021	JAVELINA PARTNERS	9414811898765897457740	Delivered
3/24/2021	GUITAR LAND & CATTLE CO LP	9414811898765897457788	Delivered
3/18/2021	LAURA JEAN HOFER TRUST	9414811898765897457917	Delivered
3/24/2021	CAREN G MACHELL	9414811898765897457955	Delivered
3/23/2021	JACK G WOODS JR	9414811898765897457962	Delivered
3/17/2021	CHARLOTTE ALBRIGHT	9414811898765897457924	Delivered
3/24/2021	BARBARA LEE BACKMAN INC	9414811898765897457900	Delivered
	JAMES STEPHENS CAVENAUGH	9414811898765897457993	Returned
3/18/2021	PRESBYTERIAN CHURCH USA A CORP	9414811898765897457948	Delivered
3/18/2021	BARBARA E COFFMAN	9414811898765897457986	Delivered
3/22/2021	GUITAR GALUSHA LP	9414811898765897457931	Delivered
3/18/2021	VIRGINIA NEVILL HOFF MGMT TRUST	9414811898765897457979	Delivered
3/21/2021	JPH HOLDINGS LP	9414811898765897457610	In-transit
3/19/2021	MURCHISON GUITAR FAMILY LP	9414811898765897457658	Delivered
3/19/2021	POLK LAND & MINERALS LP	9414811898765897457665	Delivered
3/19/2021	JMA OIL PROPERTIES LTD	9414811898765897457627	Delivered
3/18/2021	SALLY GUITAR	9414811898765897457603	Delivered
3/18/2021	MELISSA MCGEE	9414811898765897457696	Delivered
3/17/2021	WOODS DICKENS RANCH LP	9414811898765897457641	Delivered
	CAREN GALL MACHELL EXEMPT TRUST	9414811898765897457689	Returned
3/26/2021	LESLI GUITAR NICHOLS	9414811898765897457634	Delivered
3/24/2021	JOHN GUITAR	9414811898765897457672	Delivered
	SANTA ELENA MINERALS LP	9414811898765897457115	Returned
3/17/2021	JEANETTE PROBANDT TRUST	9414811898765897457153	Delivered
3/17/2021	TRUCHAS PEAKS LLC	9414811898765897457160	Delivered
3/19/2021	CROWNROCK MINERALS LP	9414811898765897457122	Delivered
3/17/2021	TD MINERALS LLC	9414811898765897457108	Delivered
3/24/2021	ARD OIL LTD	9414811898765897457191	Delivered
3/17/2021	CAKI FAMILY LIMITED PARTNERSHIP	9414811898765897457146	Delivered
	CAROL GIBSON TRUST	9414811898765897457184	Returned
3/19/2021	CYNTHIA RHODES TRUST	9414811898765897457139	Delivered
3/18/2021	LISA M ENFIELD TRUST	9414811898765897457177	Delivered
3/22/2021	MLE LLC	9414811898765897457313	Delivered
3/18/2021	JOSEPHINE T HUDSON TEST TR	9414811898765897457351	Delivered
3/18/2021	JUDY GUITAR UHEY LLC	9414811898765897457368	Delivered
3/24/2021	EARL B GUITAR JR BYPASS TRUST	9414811898765897457320	Delivered

3/17/2021	PONY OIL OPERATING LLC	9414811898765897457306	Delivered
3/19/2021	SHARON GUITAR ELLIS LLC	9414811898765897457399	Delivered
	MERPEL LLC	9414811898765897457344	Returned
3/19/2021	JAY R NUNNALLY	9414811898765897457382	Delivered
3/17/2021	MARY LYNN FOREHAND	9414811898765897457337	Delivered
3/18/2021	PRESSLEY HUDSON GUITAR	9414811898765897457375	Delivered
3/17/2021	C D MARTIN	9414811898765897457016	Delivered
3/17/2021	GUY P WITHERSPOON III	9414811898765897457054	Delivered
3/17/2021	WEATHERVANE MANAGEMENT LP	9414811898765897457061	Delivered
3/17/2021	BGW MINERALS LTD	9414811898765897457023	Delivered
3/29/2021	DAVID H & VICKI MCDONALD	9414811898765897457009	Delivered
3/18/2021	ENRICH H MCDONALD	9414811898765897457092	Delivered
3/17/2021	ROBERT AND BRENDA PATTON	9414811898765897457047	Delivered
3/20/2021	RAYMOND H AND MARGARET MCDONALD JR	9414811898765897457085	Delivered
3/17/2021	GLEN MCDONALD	9414811898765897457030	Delivered
4/13/2021	LONNY RAY MCDONALD	9414811898765897457078	Moved
3/27/2021	THOMAS D COFFMAN	9414811898765897457412	In-transit
3/22/2021	SOFTSEARCH INVESTMENT LP	9414811898765897457450	Delivered
3/22/2021	SOFTVEST MANAGEMENT LP	9414811898765897457467	Delivered
3/21/2021	XTO HOLDINGS LLC	9414811898765897457429	In-transit
3/22/2021	RUTTER & WILBANKS CORPORATION	9414811898765897457498	Delivered
3/29/2021	MANIX ROYALTY LTD	9414811898765897457443	Delivered
3/18/2021	PENROC OIL CORPORATION	9414811898765897457481	Delivered
3/19/2021	APACHE CORPORATION	9414811898765897457436	Delivered
3/17/2021	JM MINERAL & LAND CO INC	9414811898765897457474	Delivered
4/6/2021	THOMAS D & BARBARA E COFFMAN	9414811898765897457511	Moved
3/19/2021	COG OPERATING LLC	9414811898765897457559	Delivered
3/19/2021	BRIAN PETER MCGARY 2017 REV TR	9414811898765897457566	Delivered
3/24/2021	BLACK SHALE MINERAL LLC	9414811898765897457528	In-transit
3/17/2021	NESTEGG ENERGY CORPORATION	9414811898765897457504	Delivered
3/18/2021	MARY JANE MCGARY TR	9414811898765897457597	Delivered
3/18/2021	KM PETRO INVESTMENTS LLC	9414811898765897457542	Delivered
3/17/2021	STRATA PRODUCTION COMPANY	9414811898765897457580	Delivered
3/29/2021	JACK V WALKER REV TR DTD 5-21-81	9414811898765897457535	Delivered
3/21/2021	MITCHELL EXPLORATION	9414811898765897457573	In-transit
4/2/2021	PERMIAN BASIN INVESTMENT CORP	9414811898765897456217	Moved
3/17/2021	WORRALL INVESTMENTS	9414811898765897456255	Delivered
3/17/2021	MURPHY PETROLEUM CORP	9414811898765897456262	Delivered
3/17/2021	EG3 INC	9414811898765897456224	Delivered
3/18/2021	ESCONDIDO OIL & GAS	9414811898765897456200	Delivered
3/22/2021	SCOTT BROTHERS TRUST	9414811898765897456293	Delivered
3/17/2021	MARY ELLEN HITT HUGUS	9414811898765897456248	Delivered
3/17/2021	L E OPPERMAN	9414811898765897456286	Delivered
3/17/2021	FRANCIS F BEEMAN &	9414811898765897456231	Delivered
3/17/2021	BEVERIDGE COMPANY	9414811898765897456279	Delivered
3/18/2021	CARMEX INC	9414811898765897456811	Delivered
3/30/2021	C MARK WHEELER	9414811898765897456859	Delivered



3/18/2021	PAUL R BARWIS	9414811898765897456866	Delivered
3/17/2021	JAMES E GEITGEY	9414811898765897456828	Delivered
3/22/2021	THOMAS R SMITH	9414811898765897456804	Delivered
3/29/2021	MARTHA STRIBLING	9414811898765897456897	Moved
3/17/2021	REALEZA DEL SPEAR LP	9414811898765897456842	Delivered
3/18/2021	ZIA ROYALTY LLC	9414811898765897456880	Delivered
3/21/2021	LES R HONEYMAN	9414811898765897456835	In-transit
3/18/2021	CHRISTIAN RELIEF SERVICES	9414811898765897456873	Delivered
3/23/2021	WPX ENERGY PERMIAN LLC	9414811898765897456712	In-transit
3/17/2021	MRC PERMIAN COMPANY	9414811898765897456750	Delivered
3/17/2021	MADURO OIL & GAS LLC	9414811898765897456767	Delivered
3/18/2021	1 TIMOTHY 6 LLC	9414811898765897456729	Delivered
3/19/2021	JOHN SALEH CHARITABLE FOUNDATION	9414811898765897456705	Delivered
3/17/2021	CHISOS MINERALS LLC	9414811898765897456798	Delivered
	SANTA ELENA MINERALS	9414811898765897456743	Returned
3/22/2021	TAP ROCK RESOURCES LLC	9414811898765897456781	Delivered
	LONSDALE RESOURCES LLC	9414811898765897456736	Returned
3/22/2021	PRIME ROCK RESOURCES ASSET CO LLC	9414811898765897456774	Delivered
3/19/2021	SUE OSBORN POWELL	9414811898765897456910	Delivered
3/19/2021	GENEVA FLOYD OSBORN	9414811898765897456958	Delivered
3/23/2021	PATRICIA GAE STAMPS	9414811898765897456965	Delivered
3/19/2021	PAMELA RAE CUMMINGS	9414811898765897456927	Delivered
3/19/2021	T L REES	9414811898765897456903	Delivered
3/17/2021	PATRICIA ANN BEEMAN ALLEN TRUST	9414811898765897456996	Delivered
3/23/2021	MARK A BEEMAN	9414811898765897456941	Delivered
3/17/2021	ROBERT B BEEMAN	9414811898765897456989	Delivered
3/18/2021	WILLIAM F BEEMAN	9414811898765897456934	Awaiting
3/18/2021	EASTLAND OIL COMPANY	9414811898765897456972	Delivered
3/24/2021	PHILIP E GUITAR	9414811898765897456613	Delivered
3/17/2021	MORRIS E SCHERTZ	9414811898765897456651	Delivered
3/23/2021	STEVEN R STRIBLING	9414811898765897456668	In-transit
3/17/2021	C D & JUDITH K MARTIN MARTIN	9414811898765897456620	Delivered
3/17/2021	HERMAN C WALKER III	9414811898765897456606	Delivered
3/24/2021	ARD ENERGY GROUP LTD	9414811898765897456699	Delivered
3/18/2021	BRETT C BARTON	9414811898765897456682	Delivered
3/17/2021	HEIDI C BARTON	9414811898765897456637	Delivered
3/17/2021	ROY G BARTON III	9414811898765897456675	Delivered
3/18/2021	WINCHESTER ENERGY LLC	9414811898765897456118	Delivered
3/22/2021	KMF LAND LLC	9414811898765897456156	Delivered
3/17/2021	MCM PERMIAN LLC	9414811898765897456163	Delivered
3/17/2021	SPRINGWOOD MINERALS 6 LP	9414811898765897456125	Delivered
3/17/2021	CHISOS LTD	9414811898765897456194	Delivered
	MICHELLE R SANDOVAL	9414811898765897456149	Returned
3/17/2021	JAREED PARTNERS LTD	9414811898765897456187	Delivered
4/2/2021	ENFIELD-COFFIELD FAMILY REVOCABLE T	9414811898765897456132	Delivered
3/19/2021	GAYLE N NICOLAY REV TRUST	9414811898765897456170	Delivered
3/19/2021	ROBERT N ENFIELD REVOCABLE TRUST	9414811898765897456316	Delivered

3/19/2021	CYDNEY MCDONALD MEDFORD	9414811898765897456354	Delivered
3/17/2021	SAC INVESTMENTS I LP	9414811898765897456361	Delivered
3/24/2021	PBEX LLC	9414811898765897456323	Delivered
3/17/2021	DESERT PARTNERS VI LP	9414811898765897456309	Delivered
3/17/2021	TUMBLER OPERATING PARTNERS LLC	9414811898765897456392	Delivered
3/18/2021	MICHAEL A KULENGUSKI	9414811898765897456347	Delivered
3/28/2021	BEVERLY GAY NICHOLS	9414811898765897456385	In-transit
3/17/2021	GLEN E MCDONALD	9414811898765897456330	Delivered
3/20/2021	RAYMOND H MCDONALD	9414811898765897456378	Delivered
3/17/2021	BRENDA KAY PATTON	9414811898765897456019	Delivered
3/30/2021	LAURA E MCDONALD	9414811898765897456057	Returned
3/22/2021	JOHN & THERESA HILLMAN FAM PROPS LP	9414811898765897456064	Delivered
3/23/2021	GEORGE G VAUGHT JR	9414811898765897456026	Delivered
3/21/2021	KINGDOM INVESTMENTS LIMITED	9414811898765897456002	In-transit
3/21/2021	DEVON ENERGY PRODUCTION CO LP	9414811898765897456095	In-transit
3/23/2021	RAVE ENERGY INC	9414811898765897456040	Delivered
3/17/2021	TAURUS ROYALTY LLC	9414811898765897456088	Delivered
3/17/2021	KIMBELL ROYALTY HOLDINGS LLC	9414811898765897456033	Delivered
3/17/2021	RUSK CAPITAL MANAGEMENT LLC	9414811898765897456071	Delivered
3/18/2021	FINA OIL AND CHEMICAL COMPANY	9414811898765897456415	In-transit
3/24/2021	AVALANCHE ROYALTY PARTNERS LLC	9414811898765897456453	Delivered
3/22/2021	VISION ENERGY INC	9414811898765897456460	Delivered
	SANTA ELENA MINERALS IV LP	9414811898765897456422	Returned
	GUADALUPE LAND & MINERALS LLC	9414811898765897456408	Returned
3/17/2021	ROBRO ROYALTY PARTNERS LTD	9414811898765897456491	Delivered
3/16/2021	MOBIL PRODUCING TEXAS AND NEW MEXICO INC	9414811898765897456446	Delivered
3/17/2021	GORDA SOUND ROYALTIES LP	9414811898765897456484	Delivered
3/24/2021	CORNERSTONE FAMILY TRUST CO JOHN THOMA	9414811898765897456439	Delivered
	CRADEN ENERGY LP	9414811898765897456477	Returned
3/16/2021	ROBERT E HIBBERT II	9414811898765897456514	Delivered
4/1/2021	YMC ROYALTY COMPANY LP	9414811898765897456552	In-transit
4/5/2021	BLM	70190700000009953840	Delivered

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

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

**ORDER NO. PLC-750**

**ORDER**

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

**FINDINGS OF FACT**

1. Oxy USA, Inc. (“Applicant”) submitted a complete application to surface commingle and off-lease measure the gas production (“Application”) from the pools, leases, and wells identified in Exhibit A.
2. To the extent that ownership is identical, Applicant submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7(B) NMAC.
3. Applicant proposed a method to allocate the gas production to the pools, leases, and wells to be commingled.
4. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
5. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
6. Applicant certified the commingling of gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the gas production to less than if it had remained segregated.
7. Applicant intends to segregate the gas production from each pool within a lease identified in Exhibit C from the gas production from all other pools and leases prior to measuring the production from each pool within a lease with an allocation meter.
8. Applicant stated that it intends to keep the gas production from one or more group(s) of wells, as identified in Exhibit A, (“Train(s)”) segregated from the gas production from all other wells prior to measuring that production with an allocation meter.
9. Applicant in the notice for the Application stated that it sought authorization to add additional pools, leases, and wells and identified the parameters to make such additions.



10. Applicant submitted or intends to submit one or more proposed communitization agreement(s) ("Proposed Agreement(s)") to the BLM or NMSLO, as applicable, identifying the leases to be consolidated into a single pooled area ("Pooled Area"), as described in Exhibit B.

### **CONCLUSIONS OF LAW**

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

### **ORDER**

1. Applicant is authorized to surface commingle and off-lease measure gas production from the pools, leases, and wells identified in Exhibit A.
2. For matters of surface commingling and off-lease measuring gas production, this Order supersedes Orders PC-1359, PLC-483-B, PLC-489, PLC-490, PLC-541-A, PLC-580-B, PLC-658-A, PLC-659-A, PLC-660-A, PLC-661-A, PLC-685-A, PLC-691, PLC-716, OLM-109, OLM-111, OLM-149, OLM-206, OLM-236, OLM-237, and OLM-238.

This Order supersedes Order PC-1299.

3. For each Pooled Area described in Exhibit B, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing gas production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.
4. No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action,

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

5. Applicant shall allocate the gas production to each lease within a Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the Pooled Area described in Exhibit B.
6. The allocation of gas production to each pool within a lease identified in Exhibit C shall be determined by separating and metering the production from each pool within a lease prior to commingling. Each well identified in Exhibit C shall be exempt from the allocation requirements of Ordering Paragraph 8.
7. The allocation of gas production to each Train identified in Exhibit A shall be determined by separating and metering that production prior to commingling.
8. The allocation of gas production shall be based on the production life of each well as measured for three periods: (a) the initial production period shall be measured from the first production until the earlier of either the peak production rate or thirty (30) days after the first production; (b) the plateau period shall be measured from the end of the initial production period to the peak decline rate; and (c) the decline period shall be measured from the end of the plateau period until the well is plugged and abandoned.

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

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

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

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

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

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

9. Applicant shall measure the commingled gas at a central delivery point or central tank battery described in Exhibit A in accordance with 19.15.19.9 NMAC, provided however that if the gas is flared, and regardless of whether OCD has granted an exception pursuant to 19.15.18.12(B) NMAC, Applicant shall report the gas in accordance with 19.15.18.12(F) NMAC.
10. Applicant shall calibrate the meters used to measure or allocate gas production in accordance with 19.15.12.10(C)(2) NMAC.
11. If the commingling of gas production from any pool, lease, or well reduces the value of the commingled gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
12. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B via the OCD Fee Portal in accordance with 19.15.12.10(C)(4)(g) NMAC.
13. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
14. OCD retains jurisdiction and reserves the right to modify or revoke this Order as it deems necessary to prevent waste or protect correlative rights, public health, or the environment.

**STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION**



**ADRIENNE SANDOVAL**  
**DIRECTOR**  
AS/dm

**DATE:** 4/27/2021

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

Order: PLC-750

Operator: Oxy USA, Inc. (16696)

Central Tank Battery: Dimensions 6 Battery

Central Tank Battery Location (NMPM): Unit C, Section 6, Township 24 South, Range 29 East

Central Tank Battery: Riverbend 10 Battery

Central Tank Battery Location (NMPM): Unit F, Section 10, Township 24 South, Range 29 East

Central Tank Battery: Salt Ridge 20 Battery

Central Tank Battery Location (NMPM): Unit D, Section 17, Township 24 South, Range 29 East

Central Tank Battery: Whomping Willow Battery

Central Tank Battery Location (NMPM): Unit F, Section 15, Township 24 South, Range 29 East

Central Tank Battery: Cedar Canyon 16-1 Battery

Central Tank Battery Location (NMPM): Unit D, Section 16, Township 24 South, Range 29 East

Central Tank Battery: Salt Flat Battery

Central Tank Battery Location (NMPM): Unit C, Section 20, Township 24 South, Range 29 East

Central Tank Battery: Cedar Canyon 21 Battery

Central Tank Battery Location (NMPM): Unit P, Section 21, Township 24 South, Range 29 East

Central Tank Battery: Cedar Canyon 22 Battery

Central Tank Battery Location (NMPM): Unit L, Section 22, Township 24 South, Range 29 East

Central Tank Battery: Cedar Canyon 23-3H Battery

Central Tank Battery Location (NMPM): Unit I, Section 22, Township 24 South, Range 29 East

Central Tank Battery: Cedar Canyon 28 4 Battery

Central Tank Battery Location (NMPM): Unit K, Section 28, Township 24 South, Range 29 East

Central Tank Battery: Cedar Canyon 28 4 3/4 Battery

Central Tank Battery Location (NMPM): Unit K, Section 28, Township 24 South, Range 29 East

Central Tank Battery: Cedar Canyon 15 5 Battery

Central Tank Battery Location (NMPM): Unit D, Section 15, Township 24 South, Range 29 East

Central Tank Battery: Vortec 27-2 Battery

Central Tank Battery Location (NMPM): Unit A, Section 27, Township 24 South, Range 29 East

Gas Custody Transfer Meter Location (NMPM): Unit A, Section 17, Township 24 South, Range 29 East

### Pools

Pool Name	Pool Code
CEDAR CANYON; BONE SPRING	11520
CEDAR CANYON; DELAWARE	11540
PIERCE CROSSING; BONE SPRING	50371
CORRAL DRAW; BONE SPRING	96238
PIERCE CROSSING; BONE SPRING, EAST	96473
PURPLE SAGE; WOLFCAMP (GAS)	98220

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

Lease	Location (NMPM)	
NMNM 077018	SW/4 SE/4	Sec 6-T24S-R29E
	NE/4 NW/4	Sec 7-T24S-R29E
NMNM 117551	SE/4 SE/4	Sec 6-T24S-R29E

NMNM 86905	N/2 NE/4	Sec 7-T24S-R29E
NMLC 065970C	S/2 NE/4, N/2 SE/4, SE/4 SE/4	Sec 7-T24S-R29E
	S/2 SW/4	Sec 8-T24S-R29E
Fee	N/2 NE/4	Sec 6-T24S-R29E
Fee	N/2 SE/4, S/2 NE/4	Sec 6-T24S-R29E
Fee	SW/4 SE/4	Sec 7-T24S-R29E
NMNM 013996	SW/4 SW/4, E/2 SW/4	Sec 6-T24S-R29E
Fee	N/2 NW/4, SW/4 NW/4, NW/4 SW/4	Sec 6-T24S-R29E
Fee	SE/4 NW/4	Sec 6-T24S-R29E
Fee	W/2 NW/4, SE/4 SW/4	Sec 7-T24S-R29E
Fee	SE/4 NW/4, N/2 SW/4, SW/4 SW/4	Sec 7-T24S-R29E
NMNM 081616	N/2, SE/4	Sec 10-T24S-R29E
Fee	NW/4 SW/4	Sec 17-T24S-R29E
NMNM 017224	W/2	Sec 20-T24S-R29E
Fee	NE/4 SW/4	Sec 17-T24S-R29E
CA BS NMSLO 1377568	S/2 N/2, N/2 S/2	Sec 15-T24S-R29E
	S/2 NE/4, N/2 SE/4, SE/4 NW/4, NE/4 SW/4	Sec 16-T24S-R29E
CA BS NMSLO 1377584	S/2	Sec 15-T24S-R29E
	SE/4, E/2 SW/4	Sec 16-T24S-R29E
CA WC NMSLO 1377397	S/2 Sec 15, S/2 Sec 16	T24S-R29E
VA 8361	All	Sec 16-T24S-R29E
	NE/4, S/2 NW/4	Sec 17-T24S-R29E
Fee	N/2 SW/4, E/2 NW/4 SE/4, SE/4 SE/4	Sec 17-T24S-R29E
	W/2 SW/4, SE/4 SW/4, S/2 NE/4 SW/4	SE/4 Sec 17-T24S-R29E
Fee	SW/4, SW/4 NW/4, S/2 SE/4, NE/4 SE/4	Sec 9-T24S-R29E
Fee	SW/4	Sec 10-T24S-R29E
Fee	W/2, S/2 NE/4, SE/4	Sec 15-T24S-R29E
Fee	NW/4 NE/4 Sec 15, NE/4 SE/4 Sec 8	T24S-R29E
Fee	N/2 N/2	Sec 22-T24S-R29E
NMNM 053373	S/2 S/2	Sec 3-T24S-R29E
NMNM 059385	N/2 S/2	Sec 3-T24S-R29E
NMNM 085891	N/2	Sec 3-T24S-R29E
Fee	SW/4	Sec 10-T24S-R29E
NMNM 053229	SW/4, W/2 SE/4, SE/4 SE/4	Sec 29-T24S-R29E
Fee	W/2 NW/4, NE/4 NW/4, N/2 SE/4 NW/4	NE/4 Sec 20-T24S-R29E
Fee	S/2 SE/4 NW/4 NE/4	Sec 20-T24S-R29E
NMNM 102914	E/2 NE/4, SW/4 NE/4, E/2 NW/4 SE/4	Sec 20-T24S-R29E
	NE/4 SW/4 SE/4	
NMNM 119273	W/2 W/2 SE/4, SE/4 SW/4 SE/4	Sec 20-T24S-R29E
NMNM 096222	E/2 SE/4	Sec 20-T24S-R29E
NMNM 121952	NE/4 NE/4	Sec 29-T24S-R29E
NMNM 054289	NE/4 SE/4	Sec 29-T24S-R29E
Fee	N/2 SW/4, S/2 NW/4	Sec 17-T24S-R29E
NMNM 117120	N/2 NW/4	Sec 17-T24S-R29E
	NW/4, S/2 NE/4, NW/4 SE/4	Sec 8-T24S-R29E
NMNM 102913	N/2 NE/4, N/2 SW/4	Sec 8-T24S-R29E
Fee	S/2 SE/4, NE/4 SE/4	Sec 8-T24S-R29E

Fee	NE/4	Sec 17-T24S-R29E
Fee	E/2 NW/4, SE/4, W/2 SW/4, SE/4 SW/4	SE/4 Sec 17-T24S-R29E
Fee	S/2 NE/4 SW/4	SE/4 Sec 17-T24S-R29E
Fee	N/2 NE/4 SW/4	SE/4 Sec 17-T24S-R29E
Fee	S/2 SW/4 NW/4	SE/4 Sec 17-T24S-R29E
Fee	N/2 SW/4 NW/4	SE/4 Sec 17-T24S-R29E
Fee	NW/4 NW/4	SE/4 Sec 17-T24S-R29E
NMNM 085893	E/2 NE/4, W/2 NW/4	Sec 21-T24S-R29E
NMNM 086550	E/2 NW/4	Sec 21-T24S-R29E
NMNM 086908	W/2 NE/4	Sec 21-T24S-R29E
CA BS NMNM 136578	N/2 S/2	Sec 22-T24S-R29E
CA BS NMNM 136823	S/2 N/2, N/2 S/2	Sec 22-T24S-R29E
CA BS NMNM 137568	N/2 S/2	Sec 23-T24S-R29E
	N/2 SW/4	Sec 24-T24S-R29E
NMNM 081586	S/2 N/2	Sec 22-T24S-R29E
	N/2	Sec 23-T24S-R29E
	NW/4	Sec 24-T24S-R29E
CA BS NMSLO 1342844	N/2 N/2	Sec 27-T24S-R29E
CA WC NMSLO 1352251	N/2 N/2	Sec 27-T24S-R29E
Fee	N/2 N/2	Sec 22-T24S-R29E
	S/2, NW/4, S/2 NE/4, NW/4 NE/4	Sec 15-T24S-R29E
CA BS NMNM 136579	S/2 S/2	Sec 22-T24S-R29E
CA BS NMNM 132437	S/2 SE/4	Sec 21-T24S-R29E
	SW/4 SW/4	Sec 22-T24S-R29E
CA BS NMNM 137581	S/2 S/2	Sec 21-T24S-R29E
	S/2 S/2	Sec 22-T24S-R29E
CA BS NMNM 137341	E/2 E/2	Sec 15-T24S-R29E
	NE/4 NE/4	Sec 22-T24S-R29E
CA BS NMNM 136584	N/2 S/2	Sec 21-T24S-R29E
CA BS NMNM 126644	S/2 N/2	Sec 27-T24S-R29E
CA BS NMNM 139191	S/2 N/2	Sec 21-T24S-R29E
	S/2 N/2	Sec 22-T24S-R29E
CA BS NMNM 134543	S/2 S/2	Sec 23-T24S-R29E
CA BS NMNM 137582	S/2 S/2	Sec 23-T24S-R29E
	S/2 SW/4	Sec 24-T24S-R29E
CA BS NMNM 136822	N/2 N/2	Sec 28-T24S-R29E
CA WC NMNM 139612	N/2	Sec 28-T24S-R29E
CA BS NMNM 139611	S/2 N/2	Sec 27-T24S-R29E
	S/2 N/2	Sec 28-T24S-R29E
CA BS NMNM 136826	S/2 N/2, N/2 S/2	Sec 27-T24S-R29E
	S/2 N/2, N/2 S/2	Sec 28-T24S-R29E
NMNM 094651	S/2 SW/4, NE/4 SE/4	Sec 17-T24S-R29E
	S/2	Sec 27-T24S-R29E
	S/2 N/2, S/2	Sec 28-T24S-R29E
	NW/4, W/2 NE/4, SE/4 NE/4	Sec 29-T24S-R29E
CA BS NMNM 136824	N/2 N/2	Sec 29-T24S-R29E
CA BS NMNM 137969	N/2 S/2	Sec 29-T24S-R29E



CA BS NMNM 134544

N/2 N/2

Sec 15-T24S-R29E

**Wells**

Well API	Well Name	Location (NMPM)	Pool Code	Train
30-015-33208	River Bend 10 Federal #1	E-10-24S-29E	11520	A1
30-015-20756	River Bend 10 Federal #2	F-10-24S-29E	11520	A1
30-015-45629	Width CC 6 7 Federal Com #17H	C-06-24S-29E	50371	B1
30-015-45575	Width CC 6 7 Federal Com #16H	C-06-24S-29E	50371	B1
30-015-45770	Height CC 6 7 Federal Com #31Y	D-06-24S-29E	98220	B1
30-015-45554	Height CC 6 7 Federal Com #32H	D-06-24S-29E	98220	B1
30-015-45561	Height CC 6 7 Federal Com #33H	C-06-24S-29E	98220	B1
30-015-45630	Height CC 6 7 Federal Com #311H	C-06-24S-29E	50371	B1
30-015-45553	Length CC 6 7 Federal Com #21H	D-06-24S-29E	50371	B1
30-015-45565	Length CC 6 7 Federal Com #22H	D-06-24S-29E	50371	B1
30-015-45551	Length CC 6 7 Federal Com #23H	C-06-24S-29E	50371	B1
30-015-45576	Width CC 6 7 Federal Com #15H	A-06-24S-29E	50371	B2
30-015-45573	Width CC 6 7 Federal Com #14H	A-06-24S-29E	50371	B2
30-015-45562	Height CC 6 7 Federal Com #34H	C-06-24S-29E	98220	B2
30-015-45563	Height CC 6 7 Federal Com #35H	A-06-24S-29E	98220	B2
30-015-45564	Height CC 6 7 Federal Com #36H	A-06-24S-29E	98220	B2
30-015-45572	Height CC 6 7 Federal Com #312H	C-06-24S-29E	50371	B2
30-015-45552	Length CC 6 7 Federal Com #24H	C-06-24S-29E	50371	B2
30-015-45566	Length CC 6 7 Federal Com #25H	A-06-24S-29E	50371	B2
30-015-45567	Length CC 6 7 Federal Com #26H	A-06-24S-29E	50371	B2
30-015-44945	Salt Ridge CC 20 17 Federal Com #21H	E-17-24S-29E	50371	C1
30-015-44947	Salt Ridge CC 20 17 Federal Com #23H	F-17-24S-29E	50371	C1
30-015-37644	Morning Federal Com #1H	E-08-24S-29E	11520	C1
30-015-45215	Refried Beans CC 15 16 State Com #12H	H-15-24S-29E	96473	D1
30-015-45216	Refried Beans CC 15 16 State Com #13H	H-15-24S-29E	96473	D1
30-015-45217	Refried Beans CC 15 16 State Com #14H	I-15-24S-29E	96473	D1
30-015-45218	Whomping Willow CC 15 16 State Com #44H	I-15-24S-29E	98220	D1
30-015-30375	Harroun 10 #1	N-10-24S-29E	11540	D1
30-015-31709	Harroun 10 #2	M-10-24S-29E	11540	D1
30-015-32617	Harroun 10 #3	L-10-24S-29E	11540	D1
30-015-29987	Harroun 15 #7	C-15-24S-29E	11540	D1
30-015-30253	Harroun 15 #8	F-15-24S-29E	11540	D1
30-015-32620	Harroun 15 #14	D-15-24S-29E	11540	D1
30-015-42058	Cedar Canyon 17 Fee #1H	A-17-24S-29E	96238	D1
30-015-33317	Harroun 15 #15	E-15-24S-29E	96473	D1
30-015-33823	Harroun 15 #16A	L-15-24S-29E	96473	D1
30-015-33822	Harroun 15 #17	M-15-24S-29E	96473	D1
30-015-41032	Cedar Canyon 15 #2H	M-15-24S-29E	96473	D1
30-015-41594	Cedar Canyon 15 #3H	L-15-24S-29E	96473	D1
30-015-41327	Cedar Canyon 22 #2H	D-22-24S-29E	96473	D1
30-015-41291	Cedar Canyon 15 #4H	E-15-24S-29E	96473	D1
30-015-34997	Harroun 9 #1	P-09-24S-29E	96473	D1
30-015-41488	Harroun 9 #3H	P-09-24S-29E	96473	D1



30-015-41024	Cedar Canyon 16 State #2H	P-16-24S-29E	96473	D1
30-015-41595	Cedar Canyon 16 State #6H	L-15-24S-29E	96473	D1
30-015-42683	Cedar Canyon 16 State #12H	M-15-24S-29E	96473	D1
30-015-33820	H Buck State #3	A-16-24S-29E	96473	D1
30-015-34444	H Buck State #4	H-16-24S-29E	96473	D1
30-015-32618	Harroun 10 #4	K-10-24S-29E	96473	D1
30-015-29310	Harroun 15 #5	B-15-24S-29E	11540	D1
30-015-33821	Harroun 22 #3	A-22-24S-29E	96473	D1
30-015-35042	H Buck State #5	L-15-24S-29E	96473	D1
30-015-34695	H Buck State #10	P-16-24S-29E	96473	D1
30-015-29763	Harroun 15-2	D-15-24S-29E	11540	D1
30-015-39857	Cedar Canyon 15 #1H	M-15-24S-29E	11540	D1
30-015-28639	Harroun 22 #1	D-22-24S-29E	11540	D1
30-015-42062	Cedar Canyon 16 State #11H	C-16-24S-29E	11540	D1
30-015-39856	Cedar Canyon 16 State #1H	D-16-24S-29E	96473	D1
30-015-41251	Cedar Canyon 16 State #7H	E-15-24S-29E	96473	D1
30-015-41596	Cedar Canyon 16 State #8H	A-16-24S-29E	96473	D1
30-015-42061	Cedar Canyon 16 State #9H	D-16-24S-29E	96473	D1
30-015-42055	Cedar Canyon 16 State #10H	C-16-24S-29E	96473	D1
30-015-43844	Cedar Canyon 16 State #33H	A-16-24S-29E	98220	D1
30-015-43843	Cedar Canyon 16 State #34H	A-16-24S-29E	98220	D1
30-015-47958	Tails CC 10 3 Federal Com #21H	N-10-24S-29E	96473 11520	D2
30-015-47957	Tails CC 10 3 Federal Com #22H	N-10-24S-29E	96473 11520	D2
30-015-47961	Tails CC 10 3 Federal Com #24H	O-10-24S-29E	96473 11520	D2
30-015-47960	Tails CC 10 3 Federal Com #25H	O-10-24S-29E	96473 11520	D2
30-015-47959	Tails CC 10 3 Federal Com #26H	O-10-24S-29E	96473 11520	D2
30-015-45080	Salt Flat 20 29 Federal Com #31H	M-17-24S-29E	98220	E1
30-015-45081	Salt Flat 20 29 Federal Com #32H	M-17-24S-29E	98220	E1
30-015-45082	Salt Flat 20 29 Federal Com #33H	M-17-24S-29E	50371	E1
30-015-46369	Salt Flat 20 29 Federal Com #37H	N-17-24S-29E	98220	E1
30-015-45048	Salt Flat CC 20 29 Federal Com #34H	P-17-24S-29E	98220	E2
30-015-45049	Salt Flat CC 20 29 Federal Com #35H	P-17-24S-29E	50371	E2
30-015-45050	Salt Flat CC 20 29 Federal Com #36H	P-17-24S-29E	98220	E2
30-015-46399	Salt Flat CC 20 29 Federal Com #38H	N-17-24S-29E	98220	E2
30-015-45083	Oxbow CC 17 08 Federal Com #31H	M-17-24S-29E	98220	E3
30-015-45084	Oxbow CC 17 08 Federal Com #32H	M-17-24S-29E	98220	E3
30-015-46400	Oxbow CC 17 08 Federal Com #37H	N-17-24S-29E	98220	E3
30-015-45085	Oxbow CC 17 08 Federal Com #33H	M-17-24S-29E	50371	E3
30-015-45086	Oxbow CC 17 08 Federal Com #34H	P-17-24S-29E	98220	E4
30-015-46401	Oxbow CC 17 08 Federal Com #38H	N-17-24S-29E	98220	E4
30-015-45088	Oxbow CC 17 08 Federal Com #36H	P-17-24S-29E	98220	E4
30-015-45087	Oxbow CC 17 08 Federal Com #35H	P-17-24S-29E	50371	E4

30-015-44190	Cedar Canyon 21 Federal Com #22H	E-21-24S-29E	96238	F1
30-015-44191	Cedar Canyon 21 Federal Com #23H	E-21-24S-29E	96238	F1
30-015-44181	Cedar Canyon 21 Federal Com #21H	A-21-24S-29E	96238	F1
30-015-43758	Cedar Canyon 22 Federal Com #5H	M-22-24S-29E	96238	F1
30-015-44176	Cedar Canyon 21-22 Federal Com #32H	E-21-24S-29E	96473	F1
30-015-44182	Cedar Canyon 21 Federal Com #31H	A-21-24S-29E	98220	F1
30-015-28850	Yvonne 21 Federal #1	F-21-24S-29E	11540	F1
30-015-28861	Riverbend Federal #9	E-22-24S-29E	11540	F1
30-015-40668	Cedar Canyon 22 #1H	K-22-24S-29E	96238	G1
30-015-44134	Cedar Canyon 21 22 Federal Com #34H	L-21-24S-29E	96473	G2
30-015-44055	Cedar Canyon 22 15 Federal Com #34H	A-22-24S-29E	96473	G3
30-015-35186	Gaines 22 Federal #1	M-22-24S-29E	96473	G4
30-015-43906	Cedar Canyon 22 Federal Com #6Y	M-22-24S-29E	96238	G4
30-015-43749	Cedar Canyon 21 Federal Com #5H	M-22-24S-29E	96238	G5
30-015-43775	Cedar Canyon 27 Federal Com #5H	D-27-24S-29E	96473	G6
30-015-44133	Cedar Canyon 21 22 Federal Com #33H	L-21-24S-29E	96473	G6
30-015-41194	Cedar Canyon 23 #2H	M-23-24S-29E	50371	G6
30-015-44178	Cedar Canyon 23 24 Federal Com #34H	M-23-24S-29E	96473	G7
30-015-29864	Coyote 21 #2	N-21-24S-29E	11540	G8
30-015-28638	Gaines 21 #1	O-21-24S-29E	11540	G8
30-015-28816	Gaines 21 #4	P-21-24S-29E	11540	G8
30-015-43809	Cedar Canyon 22 15 Fee #31H	C-22-24S-29E	96473	G8
30-015-43808	Cedar Canyon 22 15 Fee #32H	C-22-24S-29E	96473	G8
30-015-35041	Vortec 27 #1	A-27-24S-29E	96473	G8
30-015-42063	Cedar Canyon 27 State Com #4H	D-27-24S-29E	96473	G8
30-015-39968	Morgan Fee Com #1H	M-21-24S-29E	96238	G8
30-015-43915	Cedar Canyon 22 15 Fee #33H	A-22-24S-29E	98220	G8
30-015-43673	Cedar Canyon 27 State Com #10H	D-27-24S-29E	98220	G8
30-015-43642	Cedar Canyon 22 Federal #21H	I-22-24S-29E	96473	H1
30-015-44179	Cedar Canyon 23-24 Federal #31H	A-22-24S-29E	96473	H1
30-015-44180	Cedar Canyon 23-24 Federal #32H	A-22-24S-29E	96473	H1
30-015-43708	Cedar Canyon 22 Federal Com #4H	I-22-24S-29E	96473	H1
30-015-43290	Cedar Canyon 23 Federal #3H	I-22-24S-29E	96473	H1
30-015-43281	Cedar Canyon 23 Federal #4H	H-22-24S-29E	96473	H1
30-015-43282	Cedar Canyon 23 Federal #5H	A-22-24S-29E	96473	H1
30-015-44095	Cedar Canyon 23 Federal Com #6H	I-22-24S-29E	96473	H1
30-015-45870	Guacamole CC 24 23 Federal #11H	C-24-24S-29E	96473	H1
30-015-45871	Guacamole CC 24 23 Federal #12H	F-24-24S-29E	96473	H1
30-015-40667	Cedar Canyon 23 #1H	E-23-24S-29E	96238	H1
30-015-44545	Cedar Canyon 20 Federal Com #24H	B-29-24S-29E	50371	I1
30-015-44519	Cedar Canyon 20 Federal Com #25H	B-29-24S-29E	50371	I1
30-015-44520	Cedar Canyon 20 Federal Com #26H	B-29-24S-29E	50371	I1
30-015-43819	Cedar Canyon 28 Federal Com #8H	A-29-24S-29E	96473	I2
30-015-43645	Cedar Canyon 28 27 Federal Com #5H	H-29-24S-29E	96473	I3
30-015-44435	Cedar Canyon 27 28 Federal #42H	D-28-24S-29E	96473	I4
30-015-44439	Cedar Canyon 28 Federal Com #41H	D-28-24S-29E	98220	I5
30-015-43232	Cedar Canyon 27 Federal #6H	I-28-24S-29E	96473	J1

30-015-43233	Cedar Canyon 27 Federal #7H	I-28-24S-29E	96473	J1
30-015-43234	Cedar Canyon 28 Federal #6H	I-28-24S-29E	96473	J1
30-015-43238	Cedar Canyon 28 Federal #7H	I-28-24S-29E	96473	J1
30-015-44016	Cedar Canyon 28 Federal #9H	H-29-24S-29E	96473	J1
30-015-43601	Cedar Canyon 29 Federal #21H	H-29-24S-29E	50371	J1
30-015-42992	Cedar Canyon 29 Federal Com #2H	A-29-24S-29E	50371	J1
30-015-42993	Cedar Canyon 29 Federal Com #3H	H-29-24S-29E	50371	J1
30-015-44437	Cedar Canyon 27 28 Federal #43H	P-29-24S-29E	98220	J1
30-015-44438	Cedar Canyon 27 28 Federal #44H	P-29-24S-29E	98220	J1
30-015-44521	Cedar Canyon 29 Federal Com #24H	L-29-24S-29E	50371	J1
30-015-44522	Cedar Canyon 29 Federal Com #25H	L-29-24S-29E	50371	J1
30-015-44523	Cedar Canyon 29 Federal #26H	L-29-24S-29E	50371	J1
30-015-42421	Cedar Canyon 15 Federal Com #5	D-15-24S-29E	96473	K1
30-015-35492	Vortec 27 #2	H-27-24S-29E	96473	L1

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit B

Order: **PLC-750**

Operator: **Oxy USA, Inc. (16696)**

### Pooled Areas

Pooled Area	Location (NMPM)		Acres	Pooled Area ID
CA BS BLM NMNM 141241	E/2	Sec 6-T24S-R29E	639.88	A
	E/2	Sec 7-T24S-R29E		
CA WC BLM NMNM 141240	E/2	Sec 6-T24S-R29E	639.88	B
	E/2	Sec 7-T24S-R29E		
CA BS BLM NMNM 141239	W/2	Sec 6-T24S-R29E	637.33	C
	W/2	Sec 7-T24S-R29E		
CA WC BLM NMNM 141238	W/2	Sec 6-T24S-R29E	637.33	D
	W/2	Sec 7-T24S-R29E		
CA BS BLM	W/2 W/2 W/2 SW/4	Sec 20-T24S-R29E Sec 17-T24S-R29E	240	E
CA BS BLM	E/2 W/2 E/2 SW/4	Sec 20-T24S-R29E Sec 17-T24S-R29E	240	F
CA BS BLM	All All	Sec 3-T24S-R29E Sec 10-T24S-R29E	1278.62	G
CA BS BLM	W/2 W/2	Sec 20-T24S-R29E Sec 29-T24S-R29E	640	H
CA WC BLM	W/2 W/2	Sec 20-T24S-R29E Sec 29-T24S-R29E	640	I
CA BS BLM	E/2 E/2	Sec 20-T24S-R29E Sec 29-T24S-R29E	640	J
CA WC BLM	E/2 E/2	Sec 20-T24S-R29E Sec 29-T24S-R29E	640	K
CA BS BLM	W/2 W/2	Sec 8-T24S-R29E Sec 17-T24S-R29E	640	L
CA WC BLM	W/2 W/2	Sec 8-T24S-R29E Sec 17-T24S-R29E	640	M
CA BS BLM	E/2 E/2	Sec 8-T24S-R29E Sec 17-T24S-R29E	640	N
CA WC BLM	E/2 E/2	Sec 8-T24S-R29E Sec 17-T24S-R29E	640	O
CA BS BLM	N/2 N/2	Sec 21-T24S-R29E	160	P
CA BS BLM	S/2 N/2	Sec 21-T24S-R29E	160	Q
CA WC BLM	N/2	Sec 21-T24S-R29E	320	R
CA BS BLM	S/2 N/2 S/2 N/2	Sec 21-T24S-R29E Sec 22-T24S-R29E	320	S
CA BS BLM NMNM 139757	SE/4 E/2	Sec 17-T24S-R29E Sec 20-T24S-R29E	480	T

## Leases Comprising Pooled Areas

Lease	Location (NMPM)		Acres	Pooled Area ID
NMNM 077018	SW/4 SE/4	Sec 6-T24S-R29E	40	A
NMNM 117551	SE/4 SE/4	Sec 6-T24S-R29E	40	A
NMNM 86905	N/2 NE/4	Sec 7-T24S-R29E	80	A
NMLC 065970C	S/2 NE/4, N/2 SE/4, SE/4 SE/4	Sec 7-T24S-R29E	200	A
Fee	N/2 NE/4	Sec 6-T24S-R29E	79.88	A
Fee	N/2 SE/4, S/2 NE/4	Sec 6-T24S-R29E	160	A
Fee	SW/4 SE/4	Sec 7-T24S-R29E	40	A
NMNM 077018	SW/4 SE/4	Sec 6-T24S-R29E	40	B
NMNM 117551	SE/4 SE/4	Sec 6-T24S-R29E	40	B
NMNM 86905	N/2 NE/4	Sec 7-T24S-R29E	80	B
LC 065970C	S/2 NE/4, N/2 SE/4, SE/4 SE/4	Sec 7-T24S-R29E	200	B
Fee	N/2 NE/4	Sec 6-T24S-R29E	79.88	B
Fee	N/2 SE/4, S/2 NE/4	Sec 6-T24S-R29E	160	B
Fee	SW/4 SE/4	Sec 7-T24S-R29E	40	B
NMNM 013996	SW/4 SW/4, E/2 SW/4	Sec 6-T24S-R29E	119.71	C
NMNM 077018	NE/4 NW/4	Sec 7-T24S-R29E	40	C
Fee	N/2 NW/4, SW/4 NW/4, NW/4 SW/4	Sec 6-T24S-R29E	159.06	C
Fee	SE/4 NW/4	Sec 6-T24S-R29E	40	C
Fee	W/2 NW/4, SE/4 SW/4	Sec 7-T24S-R29E	119.36	C
Fee	SE/4 NW/4, N/2 SW/4, SW/4 SW/4	Sec 7-T24S-R29E	159.2	C
NMNM 013996	SW/4 SW/4, E/2 SW/4	Sec 6-T24S-R29E	119.71	D
NMNM 077018	NE/4 NW/4	Sec 7-T24S-R29E	40	D
Fee	N/2 NW/4, SW/4 NW/4, NW/4 SW/4	Sec 6-T24S-R29E	159.06	D
Fee	SE/4 NW/4	Sec 6-T24S-R29E	40	D
Fee	W/2 NW/4, SE/4 SW/4	Sec 7-T24S-R29E	119.36	D
Fee	SE/4 NW/4, N/2 SW/4, SW/4 SW/4	Sec 7-T24S-R29E	159.2	D
Fee	NW/4 SW/4	Sec 17-T24S-R29E	40	E
NMNM 094651	SW/4 SW/4	Sec 17-T24S-R29E	40	E
NMNM 017224	W/2 W/2	Sec 20-T24S-R29E	160	E
Fee	NE/4 SW/4	Sec 17-T24S-R29E	40	F
NMNM 094651	SE/4 SW/4	Sec 17-T24S-R29E	40	F
NMNM 017224	E/2 W/2	Sec 20-T24S-R29E	160	F
NMNM 053373	S/2 S/2	Sec 3-T24S-R29E	160	G
NMNM 081616	N/2, SE/4	Sec 10-T24S-R29E	480	G
NMNM 059385	N/2 S/2	Sec 3-T24S-R29E	160	G
NMNM 085891	N/2	Sec 3-T24S-R29E	318.62	G
Fee	SW/4	Sec 10-T24S-R29E	160	G
NMNM 017224	W/2	Sec 20-T24S-R29E	320	H
NMNM 094651	NW/4	Sec 29-T24S-R29E	160	H
NMNM 053229	SW/4	Sec 29-T24S-R29E	160	H
NMNM 017224	W/2	Sec 20-T24S-R29E	320	I
NMNM 094651	NW/4	Sec 29-T24S-R29E	160	I
NMNM 053229	SW/4	Sec 29-T24S-R29E	160	I

Fee	W/2 NW/4, NE/4 NW/4, N/2 SE/4 NW/4	NE Sec20-T24S-R29E	35	J
Fee	S/2 SE/4 NW/4 NE/4	Sec 20-T24S-R29E	5	J
NMNM 102914	E/2 NE/4, SW/4 NE/4, E/2 NW/4 SE/4	Sec 20-T24S-R29E	140	J
NMNM 119273	W/2 W/2 SE/4, SE/4 SW/4 SE/4	Sec 20-T24S-R29E	50	J
NMNM 096222	E/2 SE/4	Sec 20-T24S-R29E	80	J
NMNM 121952	NE/4 NE/4	Sec 29-T24S-R29E	40	J
NMNM 094651	W/2 NE/4, SE/4 NE/4	Sec 29-T24S-R29E	120	J
NMNM 053229	W/2 SE/4, SE/4 SE/4	Sec 29-T24S-R29E	120	J
NMNM 054289	NE/4 SE/4	Sec 29-T24S-R29E	40	J
NMNM 102914	NE/4 SW/4 SE/4	Sec 20-T24S-R29E	10	J
Fee	W/2 NW/4, NE/4 NW/4, N/2 SE/4 NW/4	NE Sec20-T24S-R29E	35	K
Fee	S/2 SE/4 NW/4 NE/4	Sec 20-T24S-R29E	5	K
NMNM 102914	E/2 NE/4, SW/4 NE/4, E/2 NW/4 SE/4	Sec 20-T24S-R29E	140	K
NMNM 119273	W/2 W/2 SE/4, SE/4 SW/4 SE/4	Sec 20-T24S-R29E	50	K
NMNM 096222	E/2 SE/4	Sec 20-T24S-R29E	80	K
NMNM 121952	NE/4 NE/4	Sec 29-T24S-R29E	40	K
NMNM 094651	W/2 NE/4, SE/4 NE/4	Sec 29-T24S-R29E	120	K
NMNM 053229	W/2 SE/4, SE/4 SE/4	Sec 29-T24S-R29E	120	K
NMNM 054289	NE/4 SE/4	Sec 29-T24S-R29E	40	K
NMNM 102914	NE/4 SW/4 SE/4	Sec 20-T24S-R29E	10	K
NMNM 094651	S/2 SW/4	Sec 17-T24S-R29E	80	L
Fee	N/2 SW/4, S/2 NW/4	Sec 17-T24S-R29E	160	L
NMNM 117120	N/2 NW/4 S/2 NW/4	Sec 17-T24S-R29E Sec 8-T24S-R29E	160	L
NMLC 65970 C	S/2 SW/4	Sec 8-T24S-R29E	80	L
NMNM 102913	N/2 SW/4	Sec 8-T24S-R29E	80	L
NMNM 117120	N/2 NW/4	Sec 8-T24S-R29E	80	L
NMNM 094651	S/2 SW/4	Sec 17-T24S-R29E	80	M
Fee	N/2 SW/4, S/2 NW/4	Sec 17-T24S-R29E	160	M
NMNM 117120	N/2 NW/4 S/2 NW/4	Sec 17-T24S-R29E Sec 8-T24S-R29E	160	M
NMLC 65970 C	S/2 SW/4	Sec 8-T24S-R29E	80	M
NMNM 102913	N/2 SW/4	Sec 8-T24S-R29E	80	M
NMNM 117120	N/2 NW/4	Sec 8-T24S-R29E	80	M
Fee	S/2 SE/4, NE/4 SE/4	Sec 8-T24S-R29E	120	N
Fee	NE/4	Sec 17-T24S-R29E	160	N
Fee	E/2 NW/4, SE/4, W/2 SW/4, SE/4 SW/4	SE Sec17-T24S-R29E	90	N
Fee	S/2 NE/4 SW/4	SE Sec17-T24S-R29E	5	N
Fee	N/2 NE/4 SW/4	SE Sec17-T24S-R29E	5	N
Fee	S/2 SW/4 NW/4	SE Sec17-T24S-R29E	5	N
Fee	N/2 SW/4 NW/4	SE Sec17-T24S-R29E	5	N
Fee	NW/4 NW/4	SE Sec17-T24S-R29E	10	N
NMNM 094651	NE/4 SE/4	Sec 17-T24S-R29E	40	N
NMNM 117120	S/2 NE/4, NW/4 SE/4	Sec 8-T24S-R29E	120	N
NMNM 102913	N/2 NE/4	Sec 8-T24S-R29E	80	N
Fee	S/2 SE/4, NE/4 SE/4	Sec 8-T24S-R29E	120	O
Fee	NE/4	Sec 17-T24S-R29E	160	O



Fee	E/2 NW/4, SE/4, W/2 SW/4, SE/4 SW/4	SE Sec17-T24S-R29E	90	O
Fee	S/2 NE/4 SW/4	SE Sec17-T24S-R29E	5	O
Fee	N/2 NE/4 SW/4	SE Sec17-T24S-R29E	5	O
Fee	S/2 SW/4 NW/4	SE Sec17-T24S-R29E	5	O
Fee	N/2 SW/4 NW/4	SE Sec17-T24S-R29E	5	O
Fee	NW/4 NW/4	SE Sec17-T24S-R29E	10	O
NMNM 094651	NE/4 SE/4	Sec 17-T24S-R29E	40	O
NMNM 117120	S/2 NE/4, NW/4 SE/4	Sec 8-T24S-R29E	120	O
NMNM 102913	N/2 NE/4	Sec 8-T24S-R29E	80	O
NMNM 085893	NE/4 NE/4, NW/4 NW/4	Sec 21-T24S-R29E	80	P
NMNM 086550	NE/4 NW/4	Sec 21-T24S-R29E	40	P
NMNM 086908	NW/4 NE/4	Sec 21-T24S-R29E	40	P
NMNM 085893	SE/4 NE/4, SW/4 NW/4	Sec 21-T24S-R29E	80	Q
NMNM 086550	SE/4 NW/4	Sec 21-T24S-R29E	40	Q
NMNM 086908	SW/4 NE/4	Sec 21-T24S-R29E	40	Q
NMNM 085893	E/2 NE/4, W/2 NW/4	Sec 21-T24S-R29E	160	R
NMNM 086550	E/2 NW/4	Sec 21-T24S-R29E	80	R
NMNM 086908	W/2 NE/4	Sec 21-T24S-R29E	80	R
NMNM 085893	SE/4 NE/4, SW/4 NW/4	Sec 21-T24S-R29E	80	S
NMNM 086550	SE/4 NW/4	Sec 21-T24S-R29E	40	S
NMNM 086908	SW/4 NE/4	Sec 21-T24S-R29E	40	S
NMNM 081586	S/2 N/2	Sec 22-T24S-R29E	160	S
NMNM 094651	NW/4 SE/4	Sec 17-T24S-R29E	40	T
Fee	E/2 SE/4	Sec 17-T24S-R29E	95	T
Fee	S/2 SE/4 minus N/2 NE/4 SW/4 SE/4	Sec 17-T24S-R29E	10	T
Fee	NW/4 NW/4 SE/4	Sec 17-T24S-R29E	5	T
Fee	N/2 SW/4 NW/4 SE/4	Sec 17-T24S-R29E	5	T
Fee	S/2 SW/4 NW/4 SE/4	Sec 17-T24S-R29E	5	T
Fee	N/2 NE/4 SW/4 SE/4	Sec 17-T24S-R29E	5	T
Fee	W/2 NW/4 NE/4	Sec 20-T24S-R29E	35	T
Fee	S/2 SE/4 NW/4 NE/4	Sec 20-T24S-R29E	5	T
NMNM 102914	E/2 NE/4, SW/4 NE/4, E/2 NW/4 SE/4	Sec 20-T24S-R29E	140	T
NMNM 096222	E/2 SE/4	Sec 20-T24S-R29E	80	T
NMNM 119273	W/2 W/2 SE/4, SE/4 SW/4 SE/4	Sec 20-T24S-R29E	50	T
NMNM 102914	NE/4 SW/4 SE/4	Sec 20-T24S-R29E	10	T

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit C

Order: PLC-750

Operator: Oxy USA, Inc. (16696)

### Pools

Pool Name	Pool Code
CEDAR CANYON; BONE SPRING	11520
PIERCE CROSSING; BONE SPRING	50371
CORRAL DRAW; BONE SPRING	96238
PIERCE CROSSING; BONE SPRING, EAST	96473
PURPLE SAGE; WOLFCAMP (GAS)	98220

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

Lease	Location (NMPM)	
NMNM 081616	N/2, SE/4	Sec 10-T24S-R29E
CA BS NMNM 136584	N/2 S/2	Sec 21-T24S-R29E
CA BS NMNM 137582	S/2 S/2	Sec 23-T24S-R29E
	S/2 SW/4	Sec 24-T24S-R29E
CA BS NMNM 139757	SE/4	Sec 17-T24S-R29E
	E/2	Sec 20-T24S-R29E
CA BS NMNM 136822	N/2 N/2	Sec 28-T24S-R29E
CA BS NMNM 136826	S/2 N/2, N/2 S/2	Sec 27-T24S-R29E
	S/2 N/2, N/2 S/2	Sec 28-T24S-R29E
CA BS NMNM 139611	S/2 N/2	Sec 27-T24S-R29E
	S/2 N/2	Sec 28-T24S-R29E
CA WC NMNM 139612	N/2	Sec 28-T24S-R29E
CA BS NMNM 134544	N/2 N/2	Sec 15-T24S-R29E
CA BS NMNM 126644	S/2 N/2	Sec 27-T24S-R29E

### Pools within each Lease

Lease	Pool Code	Group ID
NMNM 081616	11520	AA
CA BS NMNM 136584	96238	BB
CA BS NMNM 137582	96473	CC
CA BS NMNM 139757	50371	DD
CA BS NMNM 136822	96473	EE
CA BS NMNM 136826	96473	FF
CA BS NMNM 139611	96473	GG
CA WC NMNM 139612	98220	HH
CA BS NMNM 134544	96473	II
CA BS NMNM 126644	96473	JJ

### Wells

Well API	Well Name	Location (NMPM)	Pool Code	Group ID
30-015-33208	River Bend 10 Federal #1	E-10-24S-29E	11520	AA
30-015-20756	River Bend 10 Federal #2	F-10-24S-29E	11520	AA
30-015-43749	Cedar Canyon 21 Federal Com #5H	M-22-24S-29E	96238	BB



30-015-44178	Cedar Canyon 23 24 Federal Com #34H	M-23-24S-29E	96473	CC
30-015-44545	Cedar Canyon 20 Federal Com #24H	B-29-24S-29E	50371	DD
30-015-44519	Cedar Canyon 20 Federal Com #25H	B-29-24S-29E	50371	DD
30-015-44520	Cedar Canyon 20 Federal Com #26H	B-29-24S-29E	50371	DD
30-015-43819	Cedar Canyon 28 Federal Com #8H	A-29-24S-29E	96473	EE
30-015-43645	Cedar Canyon 28 27 Federal Com #5H	H-29-24S-29E	96473	FF
30-015-44435	Cedar Canyon 27 28 Federal #42H	D-28-24S-29E	96473	GG
30-015-44439	Cedar Canyon 28 Federal Com #41H	D-28-24S-29E	98220	HH
30-015-42421	Cedar Canyon 15 Federal Com #5	D-15-24S-29E	96473	II
30-015-35492	Vortec 27 #2	H-27-24S-29E	96473	JJ

**District I**  
1625 N. French Dr., Hobbs, NM 88240  
Phone:(575) 393-6161 Fax:(575) 393-0720  
**District II**  
811 S. First St., Artesia, NM 88210  
Phone:(575) 748-1283 Fax:(575) 748-9720  
**District III**  
1000 Rio Brazos Rd., Aztec, NM 87410  
Phone:(505) 334-6178 Fax:(505) 334-6170  
**District IV**  
1220 S. St Francis Dr., Santa Fe, NM 87505  
Phone:(505) 476-3470 Fax:(505) 476-3462

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

CONDITIONS  
  
Action 21219

CONDITIONS OF APPROVAL

Operator:			OGRID:	Action Number:	Action Type:
OXY USA INC P.O. Box 4294 Houston, TX772104294			16696	21219	C-107B
OCD Reviewer	Condition				
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval.				