

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

Form C-107-B
Revised August 1, 2011

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: Chevron USA Inc
OPERATOR ADDRESS: 6301 Deauville Blvd Midland , TX 79706
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. PLC 711
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
Bone Spring(15011)	44API	Gravity of commingled production 45			
Wolfcamp (Gas) (98220)	45 API				

- (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)
(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: Cindy Herrera-Murillo TITLE: Sn Regulatory Affairs Coordinator DATE: 11/12/2021

TYPE OR PRINT NAME Cindy Herrera-Murillo TELEPHONE NO.: 575-263-0431

E-MAIL ADDRESS: CHerreraMurillo@chevron.com



**Chevron North America
Exploration and Production Company**
(A Chevron U.S.A. Inc. Division)
6301 Deauville Blvd
Midland, TX 79706

September 24, 2021

RE: Application for off lease measurement/sales/storage and surface lease and pool commingling of the Purple Sage Wolfcamp (gas) pool (98220) and Culebra Bluff Bone Spring South (15011), Eddy County, NM; Culebra Bluff 23 Central Tank Battery

The Culebra Bluff 23 Central Tank Battery is located in the S2SE (UL: P), Sec. 23, T23S-R28E. The Culebra Bluff 26 Compressor Station is located in Section 26, T23S R28E. CB MOTHMA wells are located in Section 14 & 23, T23S R28E. CB TANO wells are located in Section 26 & 35, T23S R28E.

This facility will be commingling new wells (quantity 6), CB MOTHMA 23 14 FEE 10 401H, 402H and CB TANO FEE 11 26 35 301H, 401H, 402H, 403H with existing producing wells (quantity 10), CB CAL 25 36 STATE COM 08 401H, 402H, 403H, 302H and 303H; and CB BERU 23 14 FEE 06 401H, 402H, 403H, 301H and 302H. CB TANO and MOTHMA wells are targeted to begin producing in February 2022.

CB TANO 26 35 FEE 11 301H, 401H, 402H, 403H (Package 11 Pad) have identical ownership. The 401H, 402H, and 403H wells are in the Purple Sage/Wolfcamp formation and 301H well is in the Bone Spring formation. CB MOTHMA 23 14 FEE 10 401H, 402H (Package 10 Pad) have identical ownership, though different ownership from CB TANO 26 35 FEE 11 Lease. The CB TANO 26 35 FEE 11 401H and 402H wells are in the Purple Sage/Wolfcamp formation.

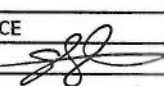
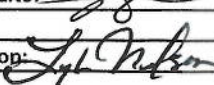

Well production will be allocated based on a production curve from well tests, tested at a frequency of once every 3 days during the initial production phase before peak production is reached but not to exceed 30 days. For each well, during the plateau period and while decline rate is greater than 22%, the oil and gas production shall be allocated using a minimum of three (3) well tests per month. During the final stages of the well decline period, each well will be tested at a frequency of two (2) well tests per month when the decline rate is between 22% and 10% per month; and one (1) well test per month when the decline rate is less than 10% per month.

Jenna Kennedy
Facilities Engineer

CB BERU 23 14 FEE 06 #30IH, Sections 14 & 23-T23S R28E, 30-015-46926, Bone Spring
CB BERU 23 14 FEE 06 #302H, Sections 14 & 23-T23S R28E, 30-015-46927, Bone Spring
CB BERU 23 14 FEE 06 #401H, Sections 14 & 23-T23S R28E, 30-015-46928, Wolfcamp (Gas)
CB BERU 23 14 FEE 06 #402H Sections 14 & 23, T23S R28E, 30-015-46929, Wolfcamp (Gas)
CB BERU 23 14 FEE 06 #403H, Sections 14 & 23-T23S R28E, 30-015-46930, Wolfcamp
CB CAL 25 36 STATE COM 08 #302H, Sections 25 & 36-T23S R28E, 30-015-46634, Bone
Spring
CB CAL 25 36 STATE COM 08 #303H, Sections 25 & 36-T23S R28E, 30-015-46635, Bone
Spring
CB CAL 25 36 STATE COM 08 #401H, Sections 25 & 36-T23S R28E, 30-015-4663 1,
Wolfcamp
CB CAL 25 36 STATE COM 08 #402H, Sections 25 & 36-T23S R28E, 30-015-46632,
Wolfcamp
CB CAL 25 36 STATE COM 08 #403H, Sections 25 & 36-T23S R28E 30-015-46636,
Wolfcamp
POOLS: [15011] Culebra Bluff, Bone Spring, South
[98220] Purple Sage; Wolfcamp (Gas)
Eddy County, New Mexico
Dear Ms.

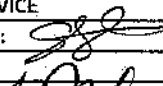
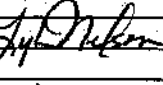
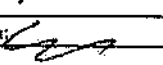
Lact Service Co.

Meter Proving Report - Mechanical Displacement Method

Meter No.:	4300150035	Amb. Temperature	72deg	Test No.	23	Rate (High/Low)	High
Producer or Owner:	CHEVRON					Test Date:	Jun 04, 2021
Name of Lease or Station:	Culebra Bluff E Lact B						
Make and Size of Meter:	Smith 3"					Model:	E3-S1
Serial No.:	1824E10029	Ttlzr.:	1473081				
Prover Cert. No.:	1603-0212-8-8				Prover Calibration Date:	May 16, 2019	
Make & Size of Prover:	Weamco 8"			W.T.	.322	Pipe I.D	7.981
Prover Type:	Bi-Dir.				Capacity:	2.85683	at 0 psig
Date of Last Meter Calibration:	May 03, 2021						
Grade of Crude	W.T. Sour			Gravity @ 60	46.1		
RUN INFORMATION				Observed Gravity	48.8 at 88		
Run Number 1							
Trip No.	Puls. (o. w.)	Puls. (r. t.)	Prov. Temp.	Prov. Press.	Meter Temp.	Meter Pressure	PROVER VOLUME MEASUREMENT DATA
1		23,940	99.0	110	99.0	115	Time per Round Trip: 28.41046
2		23,950	99.1	110	99.1	115	Rate (BPH): 362
3		23,946	99.1	110	99.1	115	Av. Prover Pressure: 110
4		23,942	99.1	110	99.1	115	Av. Prover Temp.: 99.1
5		23,947	99.1	110	99.1	115	CPS: 1.00009
Total		119,725					CTS: 1.00073
Avg.		23,945.0	99.1	110	99.1	115	CTL: 0.97882
						CPL per #: .695	1.00076
						Net Prover Volume:	2.80074
Run Number 2							
Trip No.	Puls. (o. w.)	Puls. (r. t.)	Prov. Temp.	Prov. Press.	Meter Temp.	Meter Pressure	METERED VOLUME DATA
1							Run # 1
2							Run # 2
3							Run # 3
4							
5							
Total							
Avg.							
Meter Off/On	10001/9906	Remarks:	Net Metered Barrels: 2.79246				
Incoming Off/On	10016/9914		M. F. (prov. press.): 1.0030				
Outgoing Off/On	10039/9942		Average Meter Factor: 1.0030				
B&B Off/On	10081/9956		Meter CPL per #: .695 1.00080				
			Av. M. F. (for 0 PSI): 1.0022				
Previous Conditions							
Factor:	1.0029						
Pressure:	110	PSI	Composite Meter Factor = 1.0038				
Gravity:	46.3	at 60F	at 115 PSI				
Temp.:	102.2	F					
Flow:	370	BPH					
Calculated Repeatability this Proving = 0.033 %							
Reproducibility this Proving = 0.0009 %							
Current temp. on LACT TA= 99.1							
Current temp. on my TA= 99.1							
Certified Thermometer = 99.1							
Temp. Averager 102.8							
LACT SERVICE							
Joel Salto: 							
Chevron: 							
Marathon: 							

Lact Service Co.

Meter Proving Report - Mechanical Displacement Method
CARLSBAD FOT EDDY COUNTY, NM CULEBRA BLUFF S23 CTB

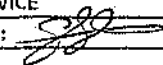

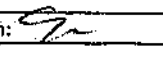
Meter No.:	4300150042	amb. Temperature	77deg	Test No.	2	Rate (High/Low)	High
Producer or Owner:	CHEVRON					Test Date:	Jun 04, 2021
Name of Lease or Station:	Culebra Bluff S23 CTB (A)						
Make and Size of Meter:	Smith 3"					Model:	E3-S1
Serial No.:	1912E10170	Ttlr.:	159769				
Prover Cert. No.:	1603-0212-8-8			Prover Calibration Date: May 16, 2019			
Make & Size of Prover:			Weamco 8"	W.T.	.322	Pipe I.D.	7.981
Prover Type:	Bi-Dir.			Capacity:	2.85683	at 0 psig	
Date of Last Meter Calibration:	May 26, 2021						
Grade of Crude:	W.T. Sour			Gravity @ 60	47.1		
RUN INFORMATION				Observed Gravity	50.6	at	96
Run Number 1							
Trip No.	Puls. (o. w.)	Puls. (r. t.)	Prov. Temp.	Prov. Press.	Meter Temp.	Meter Pressure	PROVER VOLUME MEASUREMENT DATA
1		24,023	105.4	95	105.4	100	Time per Round Trip: 35.4641
2		24,019	105.5	95	105.5	100	Rate (BPH): 290
3		24,019	105.5	95	105.5	100	Av. Prover Pressure: 95
4		24,027	105.6	95	105.6	100	Av. Prover Temp.: 105.5
5		24,022	105.7	95	105.7	100	CPS: 1.00008
Total		120,110					CTS: 1.00085
Avg.		24,022.0	105.5	95	105.5	100	CTL: 0.97505
				CPL per #: .725	1.00069		
				Net Prover Volume:	2.79007		
Run Number 2							
Trip No.	Puls. (o. w.)	Puls. (r. t.)	Prov. Temp.	Prov. Press.	Meter Temp.	Meter Pressure	METERED VOLUME DATA
1							Run # 1
2							Run # 2
3							Run # 3
4							
5							
Total							
Avg.							
Meter Off/On	92808/9948	Remarks:	Net Metered Barrels: 2.79044				
Incoming Off/On	92818/9959		M. F. (prov. press.): 0.9999				
Outgoing Off/On	92852/9992		Average Meter Factor: 0.9999				
B&B Off/On	92859/9996		Meter CPL per #: .725 1.00073				
			Av. M. F. (for 0 PSI): 0.9992				
Previous Conditions							
Factor:	1.0004						
Pressure:	105	PSI	Composite Meter Factor = 1.0006				
Gravity:	43.8	at 60F	at 100 PSI				
Temp.:	110.0	F					
Flow:	240	BPH					
Calculated Repeatability this Proving = 0.033 %							
Reproducibility this Proving = 0.0002 %							
Current temp. on LACT TA=	105.5	LACT SERVICE					
Current temp. on my TA=	105.5	Joel Salto: 					
Certified Thermometer =	105.5	Chevron: 					
Temp. Averager	106.9	Marathon: 					

CW

Lact Service Co.

Meter Proving Report - Mechanical Displacement Method

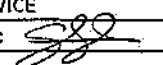
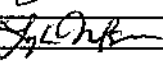
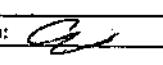
CARLSBAD FOT EDDY COUNTY, NM CULEBRA BLUFF S23 CTB

Meter No.:	4300150043	amb. Temperature	76deg	Test No.	2	Rate (High/Low)	High
Producer or Owner:	CHEVRON				Test Date:	Jun 04, 2021	
Name of Lease or Station:	Culebra Bluff S23 CTB (B)						
Make and Size of Meter:	Smith 3"				Model:	E3-S1	
Serial No.:	1945E10151	Ttlr.:	177284				
Prover Cert. No.:	1603-0212-8-8		Prover Calibration Date:		May 16, 2019		
Make & Size of Prover:	Weamco 8"		W.T.	.322	Pipe I.D.	7.981	
Prover Type:	Bi-Dir.		Capacity:		2.85683 at 0 psig		
Date of Last Meter Calibration:	May 26, 2021						
Grade of Crude	W.T. Sour		Gravity @ 60	47.1			
RUN INFORMATION	Observed Gravity		50.6		at	96	
Run Number 1							
Trip No.	Puls. (o. w.)	Puls. (r. t.)	Prov. Temp.	Prov. Press.	Meter Temp.	Meter Pressure	PROVER VOLUME MEASUREMENT DATA
1		24,026	105.0	90	105.0	95	Time per Round Trip: 31.35545
2		24,025	105.1	90	105.1	95	Rate (BPH): 328
3		24,026	105.1	90	105.1	95	Av. Prover Pressure: 90
4		24,024	105.1	90	105.1	95	Av. Prover Temp.: 105.1
5		24,028	105.3	90	105.3	95	CP5: 1.00007
Total		120,129					CTS: 1.00084
Avg.		24,025.8	105.1	90	105.1	95	CTL: 0.97527
							CPL per #: .724 1.00065
							Net Prover Volume: 2.79053
Run Number 2							
Trip No.	Puls. (o. w.)	Puls. (r. t.)	Prov. Temp.	Prov. Press.	Meter Temp.	Meter Pressure	METERED VOLUME DATA
1							Run # 1
2							Run # 2
3							Run # 3
4							
5							
Total							
Avg.							
Meter Off/On	92821/9958	Remarks:	Net Metered Barrels: 2.79140				
Incoming Off/On	92830/9974		M. F. (prov. press.): 0.9997				
Outgoing Off/On	92838/9981		Average Meter Factor: 0.9997				
B&B Off/On	92878/9984		Meter CPL per #: .724 1.00069				
							Av. M. F. (for 0 PSI): 0.9990
Previous Conditions							
Factor:	1.0003						
Pressure:	110	PSI	Composite Meter Factor = 1.0004				
Gravity:	43.8	at 60F	at 95 PSI				
Temp.:	109.7	F					
Flow:	320	BPH					
Calculated Repeatability this Proving =	0.017 %		LACT SERVICE				
Reproducibility this Proving =	0.0001 %		Joel Salto: 				
Current temp. on LACT TA=	105.1		Chevron: 				
Current temp. on my TA=	105.1		Marathon: 				
Certified Thermometer =	105.1						
Temp. Averager	108.1						

CW

Lact Service Co.

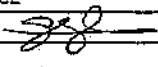
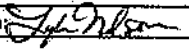

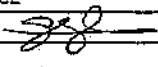
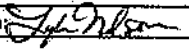

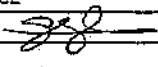
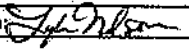

Meter Proving Report - Mechanical Displacement Method

Meter No.:	4300150036	amb. Temperature	74deg	Test No.	24	Rate (High/Low)	High
Producer or Owner:	CHEVRON					Test Date:	Jun 04, 2021
Name of Lease or Station:	Culebra Bluff W Lact A						
Make and Size of Meter:	Smith 3"					Model:	E3-S1
Serial No.:	1821E10027	Ttlr.:	1577852				
Prover Cert. No.:	1603-0212-8-8	Prover Calibration Date:					May 16, 2019
Make & Size of Prover:	Weamco 8"					W.T.	322 Pipe I.D. 7.981
Prover Type:	Bi-Dir.	Capacity:					2.85683 at 0 psig
Date of Last Meter Calibration:	May 03, 2021						
Grade of Crude	W.T. Sour					Gravity @ 60	45.8
RUN INFORMATION		Observed Gravity					48.8 at 92
Run Number 1							
Trip No.	Puls. (o. w.)	Puls. (r. t.)	Prov. Temp.	Prov. Press.	Meter Temp.	Meter Pressure	PROVER VOLUME MEASUREMENT DATA
1		23,972	97.7	115	97.7	120	Time per Round Trip: 26.92301
2		23,973	97.8	115	97.8	120	Rate (BPH): 382
3		23,967	97.8	115	97.8	120	Av. Prover Pressure: 115
4		23,969	97.9	115	97.9	120	Av. Prover Temp.: 97.8
5		23,966	97.9	115	97.9	120	CPS: 1.00010
Total		119,847					CTS: 1.00070
Avg.		23,969.4	97.8	115	97.8	120	CTL: 0.97960
						CPL per #: .687	1.00079
						Net Prover Volume:	2.80300
Run Number 2							
Trip No.	Puls. (o. w.)	Puls. (r. t.)	Prov. Temp.	Prov. Press.	Meter Temp.	Meter Pressure	METERED VOLUME DATA
1							Run # 1
2							Run # 2
3							Run # 3
4							
5							
Total							
Avg.							
Meter Off/On	10040/9939	Remarks:					Net Metered Barrels:
Incoming Off/On	10048/9943						M. F. (prov. press.):
Outgoing Off/On	10068/9957						Average Meter Factor:
B&B Off/On	10096/9969						Meter CPL per #: .687
						Av. M. F. (for 0 PSI):	1.0011
Previous Conditions							
Factor:	1.0032						
Pressure:	150	PSI					
Gravity:	45.2	at 60F					
Temp.:	114.7	F					
Flow:	370	BPH					
Composite Meter Factor = 1.0027							
at 120 PSI							
LACT SERVICE							
Calculated Repeatability this Proving =	0.029 %	Joel Salto: 					
Reproducibility this Proving =	-0.0005 %	Chevron: 					
Current temp. on LACT TA=	97.8	Marathon: 					
Current temp. on my TA=	97.8						
Certified Thermometer =	97.8						
Temp. Averager	111.9						

CW

Lact Service Co.

Meter Proving Report - Mechanical Displacement Method

Meter No.:	4300150037	amb. Temperature	73deg	Test No.	23	Rate (High/Low)	High																		
Producer or Owner:	CHEVRON				Test Date:	Jun 04, 2021																			
Name of Lease or Station:					Culebra Bluff W Lact B.																				
Make and Size of Meter:					Smith 3"	Model:	E3-S1																		
Serial No.:	1812E10034	Ttlzr.:	1301265																						
Prover Cert. No.:	1603-0212-8-8				Prover Calibration Date: May 16, 2019																				
Make & Size of Prover:					Weamco 8"	W.T.	.322 Pipe I.D 7.981																		
Prover Type:	Bi-Dlr.				Capacity: 2.85683 at 0 psig																				
Date of Last Meter Calibration:					May 03, 2021																				
Grade of Crude			W.T. Sour		Gravity @ 60	45.8																			
RUN INFORMATION					Observed Gravity	48.8	at 92																		
Run Number 1																									
Trip No.	Puls. (o. w.)	Puls. (r. t.)	Prov. Temp.	Prov. Press.	Meter Temp.	Meter Pressure	PROVER VOLUME MEASUREMENT DATA																		
1		23,971	97.8	115	97.8	120	Time per Round Trip: 31.35545																		
2		23,969	97.8	115	97.8	120	Rate (BPH): 328																		
3		23,971	97.8	115	97.8	120	Av. Prover Pressure: 115																		
4		23,972	97.8	115	97.8	120	Av. Prover Temp.: 97.8																		
5		23,969	97.9	115	97.9	120	CPS: 1.00010																		
Total		119,852					CTS: 1.00070																		
Avg.		23,970.4	97.8	115	97.8	120	CTL: 0.97960																		
							CPL per #: .687 1.00079																		
							Net Prover Volume: 2.80300																		
Run Number 2																									
Trip No.	Puls. (o. w.)	Puls. (r. t.)	Prov. Temp.	Prov. Press.	Meter Temp.	Meter Pressure	METERED VOLUME DATA																		
1							Run # 1 Run # 2 Run # 3																		
2																									
3							Meter Proving Pressure: 120																		
4							Mtr. Prov. Fluid Temp.: 97.8																		
5							Pulses per Barrel: 8400																		
Total							Meter Registration: 2.85362																		
Avg.							CTL: 0.97960																		
Meter Off/On	10037/9925	Remarks:				Net Metered Barrels:	2.79773																		
Incoming Off/On	10050/9952					M. F. (prov. press.):	1.0019																		
Outgoing Off/On	10086/9954					Average Meter Factor:	1.0019																		
B&B Off/On	10098/9968					Meter CPL per #: .687	1.00083																		
						Av. M. F. (for 0 PSI):	1.0011																		
Previous Conditions																									
Factor:	1.0035																								
Pressure:	120	PSI	Composite Meter Factor = 1.0027																						
Gravity:	45.2	at 60F	at 120 PSI																						
Temp.:	115.2	F																							
Flow:	310	BPH																							
<table border="0"> <tr> <td>Calculated Repeatability this Proving =</td> <td>0.013 %</td> <td>LACT SERVICE</td> </tr> <tr> <td>Reproducibility this Proving =</td> <td>-0.0008 %</td> <td>Joel Salto: </td> </tr> <tr> <td>Current temp. on LACT TA=</td> <td>97.8</td> <td>Chevron: </td> </tr> <tr> <td>Current temp. on my TA=</td> <td>97.8</td> <td>Marathon: </td> </tr> <tr> <td>Certified Thermometer =</td> <td>97.8</td> <td></td> </tr> <tr> <td>Temp. Averager</td> <td>101.5</td> <td></td> </tr> </table>								Calculated Repeatability this Proving =	0.013 %	LACT SERVICE	Reproducibility this Proving =	-0.0008 %	Joel Salto: 	Current temp. on LACT TA=	97.8	Chevron: 	Current temp. on my TA=	97.8	Marathon: 	Certified Thermometer =	97.8		Temp. Averager	101.5	
Calculated Repeatability this Proving =	0.013 %	LACT SERVICE																							
Reproducibility this Proving =	-0.0008 %	Joel Salto: 																							
Current temp. on LACT TA=	97.8	Chevron: 																							
Current temp. on my TA=	97.8	Marathon: 																							
Certified Thermometer =	97.8																								
Temp. Averager	101.5																								

CW

Lact Service Co.

Meter Proving Report - Mechanical Displacement Method

32.298768N -104.063652W ELEVATION: 3001' T23S, R28E, SEC 14 EDDY COUNTY NM

Meter No.:	4300150039	amb. Temperature	92deg	Test No.	1	Rate (High/Low)	Low
Producer or Owner:	Chevron				Test Date:	Jun 18, 2021	
Name of Lease or Station:	El Toro CTB						
Make and Size of Meter:	Smith 3"				Model:	SD-30	
Serial No.:	1512E10041	Ttizr.:	297060				
Prover Cert. No.:	2011-0778-6-2		Prover Calibration Date:		Mar 09, 2021		
Make & Size of Prover:	Weamco 6"		W.T.	.280	Pipe I.D.	6.065	
Prover Type:	Bi-Dir.		Capacity:	2.39098 at 0 psig			
Date of Last Meter Calibration:			First Proving	First Proving			
Grade of Crude	W.T. Sour		Gravity @ 60	47.3			
RUN INFORMATION	Observed Gravity		48.2		at	69	
Run Number 1							
Trip No.	Puls. (o. w.)	Puls. (r. t.)	Prov. Temp.	Prov. Press.	Meter Temp.	Meter Pressure	PROVER VOLUME MEASUREMENT DATA
1		20,155	84.3	70	84.3	70	Run # 1
2		20,157	84.6	70	84.6	70	Run # 2
3		20,155	84.7	70	84.7	70	Run # 3
4		20,162	84.9	70	84.9	70	
5		20,159	84.9	70	84.9	70	
Total		100,788					
Avg.		20,157.6	84.7	70	84.7	70	
							Time per Round Trip:
							86.07528
							Rate (BPH):
							100
							Av. Prover Pressure:
							70
							Av. Prover Temp.:
							84.7
							CPS:
							1.00005
							CTS:
							1.00046
							CTL:
							0.98647
							CPL per #:
							.672
							Net Prover Volume:
							2.36094
Run Number 2							
Trip No.	Puls. (o. w.)	Puls. (r. t.)	Prov. Temp.	Prov. Press.	Meter Temp.	Meter Pressure	METERED VOLUME DATA
1							Run # 1
2							Run # 2
3							Run # 3
4							
5							
Total							
Avg.							
Remarks:							Net Metered Barrels:
							2.36835
							M. F. (prov. press.):
							0.9969
							Average Meter Factor:
							0.9969
							Meter CPL per #:
							.672
							Av. M. F. (for 0 PSI):
							0.9964
Previous Conditions							
Factor:	First Proving						
Pressure:	First Proving						
Gravity:	First Proving						
Temp.:	First Proving						
Flow:	First Proving						
Precious Totalizer	286,386						
Wire Seals On=				08812/08826		For Lact Service	
Calculated Repeatability this Proving =				0.035 %		Jorge Rodriguez	
Reproducibility this Proving =				#VALUE! %		08833/08835	
Current temp. on LACT TA=				84.7		08802/08803	
Current temp. on my TA=				84.7		08821/08825	
Certified TA =				84.7		For Chevron	
Temp. Averager				81.6		For Marathon	

CW

Lact Service Co.

Meter Proving Report - Mechanical Displacement Method

SEC. 01-T245-R32E 0330' FSL & 0400' FEL NMNM-11964 API# 30-025-41582 LEA COUNTY, NM

Meter No.:	4300250060	amb. Temperature	84deg	Test No.	25	Rate (High/Low)	High
Producer or Owner:	CHEVRON				Test Date:	Jun 21, 2021	
Name of Lease or Station:	J Keats 1-24-32 40H Battery						
Make and Size of Meter:	Smith 3"				Model:	E3-S1	
Serial No.:	1323E10151	Titlr.:	115691				
Prover Cert. No.:	1603-0212-8-8			Prover Calibration Date: May 16, 2019			
Make & Size of Prover:	Weamco 8"			W.T.	.322	Pipe I.D	7.981
Prover Type:	Bi-Dir.			Capacity: 2.85683 at 0 psig			
Date of Last Meter Calibration:	Mar 30, 2021						
Grade of Crude	W.T. Sour			Gravity @ 60	43.4		
RUN INFORMATION				Observed Gravity	46.1 at 90		
Run Number 1							
Trip No.	Puls. (o. w.)	Puls. (r. t.)	Prov. Temp.	Prov. Press.	Meter Temp.	Meter Pressure	PROVER VOLUME MEASUREMENT DATA
1		23,993	90.7	50	90.7	55	Time per Round Trip: 36.3413
2		23,992	90.7	50	90.7	55	Rate (BPH): 283
3		23,991	90.8	50	90.8	55	Av. Prover Pressure: 50
4		23,995	90.9	50	90.9	55	Av. Prover Temp.: 90.8
5		23,997	91.0	50	91.0	55	CPS: 1.00004
Total		119,968					CTS: 1.00057
Avg.		23,993.6	90.8	50	90.8	55	CTL: 0.98384
							CPL per #: .642 1.00032
							Net Prover Volume: 2.81328
Run Number 2							
Trip No.	Puls. (o. w.)	Puls. (r. t.)	Prov. Temp.	Prov. Press.	Meter Temp.	Meter Pressure	METERED VOLUME DATA
1							Run # 1 Run # 2 Run # 3
2							
3							
4							
5							
Total							
Avg.							
Meter Off/On	9821/88253	Remarks:				Net Metered Barrels:	2.81120
Incoming Off/On	9830/88254					M. F. (prov. press.):	1.0007
Outgoing Off/On	9838/88266					Average Meter Factor:	1.0007
B&B Off/On	9884/88295					Meter CPL per #: .642	1.00035
						Av. M. F. (for 0 PSI):	1.0004
Previous Conditions							
Factor:	1.0002						
Pressure:	55	PSI	Composite Meter Factor = 1.0011				
Gravity:	37.2	at 60F	at 55 PSI				
Temp.:	65.8	F					
Flow:	280	BPH					
LACT SERVICE							
Calculated Repeatability this Proving =		0.025 %	Joel Salto:				
Reproducibility this Proving =		0.0009 %					
Current temp. on LACT TA=		90.8	Chevron:				
Current temp. on my TA=		90.8					
Certified Thermometer =		90.8	Enterprise:				
Temp. Averager		77.8					



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Extended Gas Analysis Report

12069G	2300150306,2300150307	CBC CTB S23 Alloc.	
Sample Point Code	Sample Point Name	Sample Point Location	
Laboratory Services	2021043217	1869	J Macias - Spot
Source Laboratory	Lab File No	Container Identity	Sampler
USA	USA	USA	New Mexico
District	Area Name	Field Name	Facility Name
Jul 4, 2021 08:45	Jul 4, 2021 08:45	Jul 7, 2021 14:12	Jul 8, 2021
Date Sampled	Date Effective	Date Received	Date Reported
76.00	11,209.00	BH	85 @ 106
Ambient Temp (°F)	Flow Rate (Mcf)	Analyst	Press PSI @ Temp °F Source Conditions
Chevron Usa, Inc.	NG		
Operator	Lab Source Description		

Component	Normalized Mol %	Un-Normalized Mol %	GPM
Nitrogen (N2)	1.0930	1.064626	
Carbon Dioxide (CO2)	0.0530	0.051899	
Hydrogen Sulfide (H2S)	0.0000	0	
Methane (C1)	68.9980	67.177495	
Ethane (C2)	13.7180	13.356062	3.6680
Propane (C3)	8.1890	7.972723	2.2550
IsoButane (IC4)	1.1640	1.133443	0.3810
n-Butane (NC4)	3.0250	2.94524	0.9530
IsoPentane (IC5)	0.7690	0.748294	0.2810
n-Pentane (NC5)	0.9170	0.89265	0.3320
Hexanes (C6's)	2.0740	2.073	0.8740
TOTAL	100.0000	97.4154	8.7440

Method(s): Gas C6+ - GPA 2261, Extended Gas - GPA 2286, Calculations - GPA 2172

Analyzer Information

Device Type: Device Make:
Device Model: Last Cal Date:

Gross Heating Values (Real, BTU/ft³)

14.696 PSI @ 60.00 Å°F	14.73 PSI @ 60.00 Å°F
Dry	Dry Saturated
1,456.4	1,467.4 1,442.4

Calculated Total Sample Properties

GPA2145-16 *Calculated at Contract Conditions

Relative Density Real	Relative Density Ideal
0.8590	0.8549
Molecular Weight	
24.7620	

C6+ Group Properties

Assumed Composition

C6 - 37.352%	C7 - 36.958%	C8 - 25.690%
--------------	--------------	--------------

Field H2S
0 PPM

PROTREND STATUS:

Passed By Validator on Jul 9, 2021

DATA SOURCE:

Imported

PASSED BY VALIDATOR REASON:

First sample taken @ this point, composition looks reasonable

VALIDATOR:

Dustin Armstrong

VALIDATOR COMMENTS:

OK



Extended Gas Analysis Report

Sample Point Code - Name @ Location

Operator

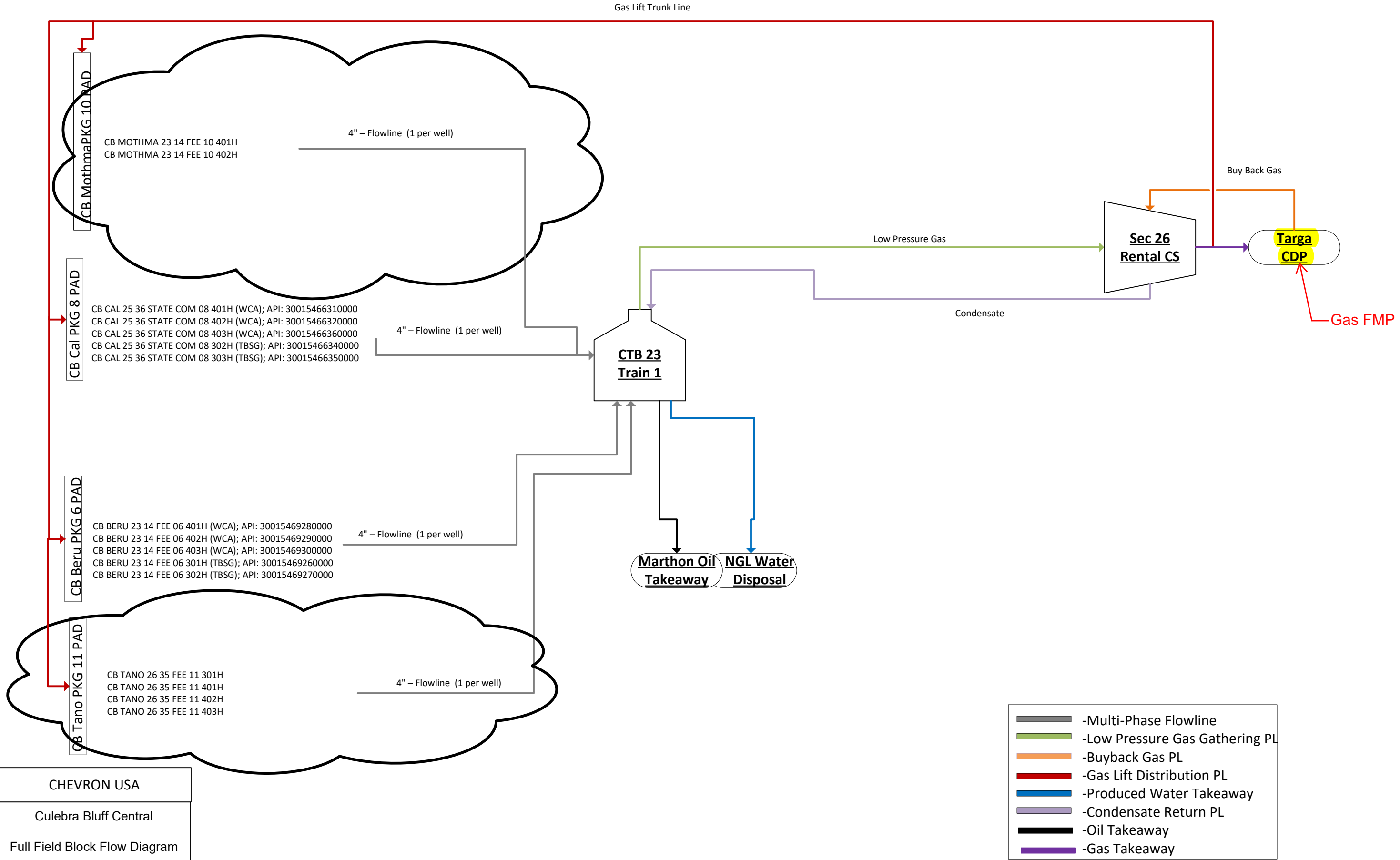
12069G - 2300150306,2300150307 - CBC CTB S23 Alloc.

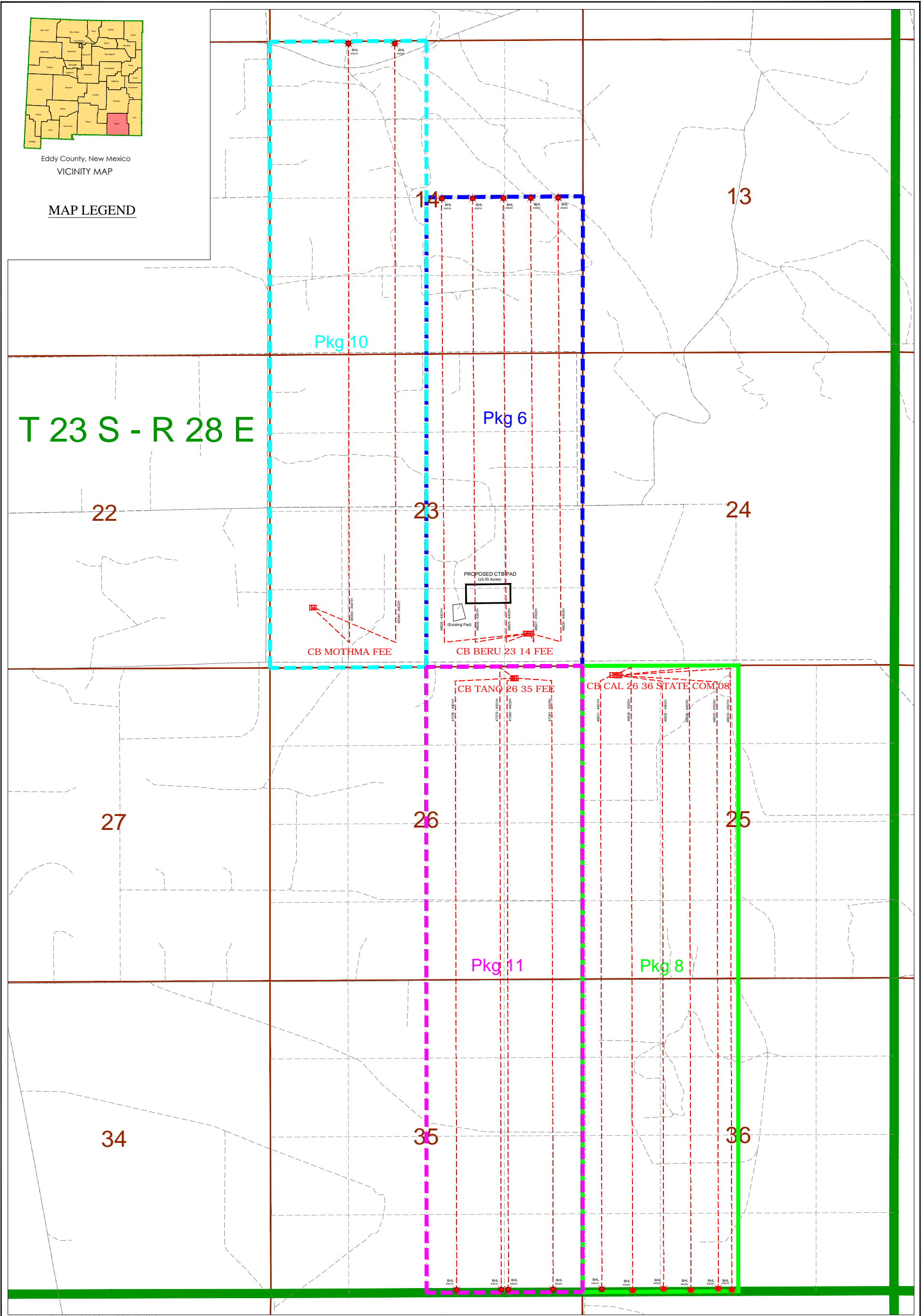
Chevron Usa, Inc.

Component	Normalized Mol %	Un-Normalized Mol %	GPM
Nitrogen (N2)	1.0930	1.06463	
Carbon Dioxide (CO2)	0.0530	0.051899	
Hydrogen Sulfide (H2S)	0.0000	0	
Methane (C1)	68.9980	67.1775	
Ethane (C2)	13.7180	13.3561	3.6680
Propane (C3)	8.1890	7.97272	2.2550
IsoButane (IC4)	1.1640	1.13344	0.3810
n-Butane (NC4)	3.0250	2.94524	0.9530
IsoPentane (IC5)	0.7690	0.748294	0.2810
n-Pentane (NC5)	0.9170	0.89265	0.3320
Hexanes (C6's)	0.7770	0.776	0.3140
Heptanes (C7's)	0.7390	0.739	0.2970
Octanes (C8's)	0.3310	0.331	0.1590
Nonanes (C9's)	0.0660	0.066	0.0360
Decanes (C10's)	0.0310	0.031	0.0180
Undecanes (C11's)	0.0270	0.027	0.0130
Dodecanes (C12's)	0.0050	0.005	0.0040

BTEX

Component	Normalized Mol %	Un-Normalized Mol %	GPM
Benzene	0.0280	0.028	0.0080
Toluene	0.0400	0.04	0.0130
EthylBenzene	0.0030	0.003	0.0010
M+P Xylene	0.0210	0.021	0.0090
O Xylene	0.0060	0.006	0.0020



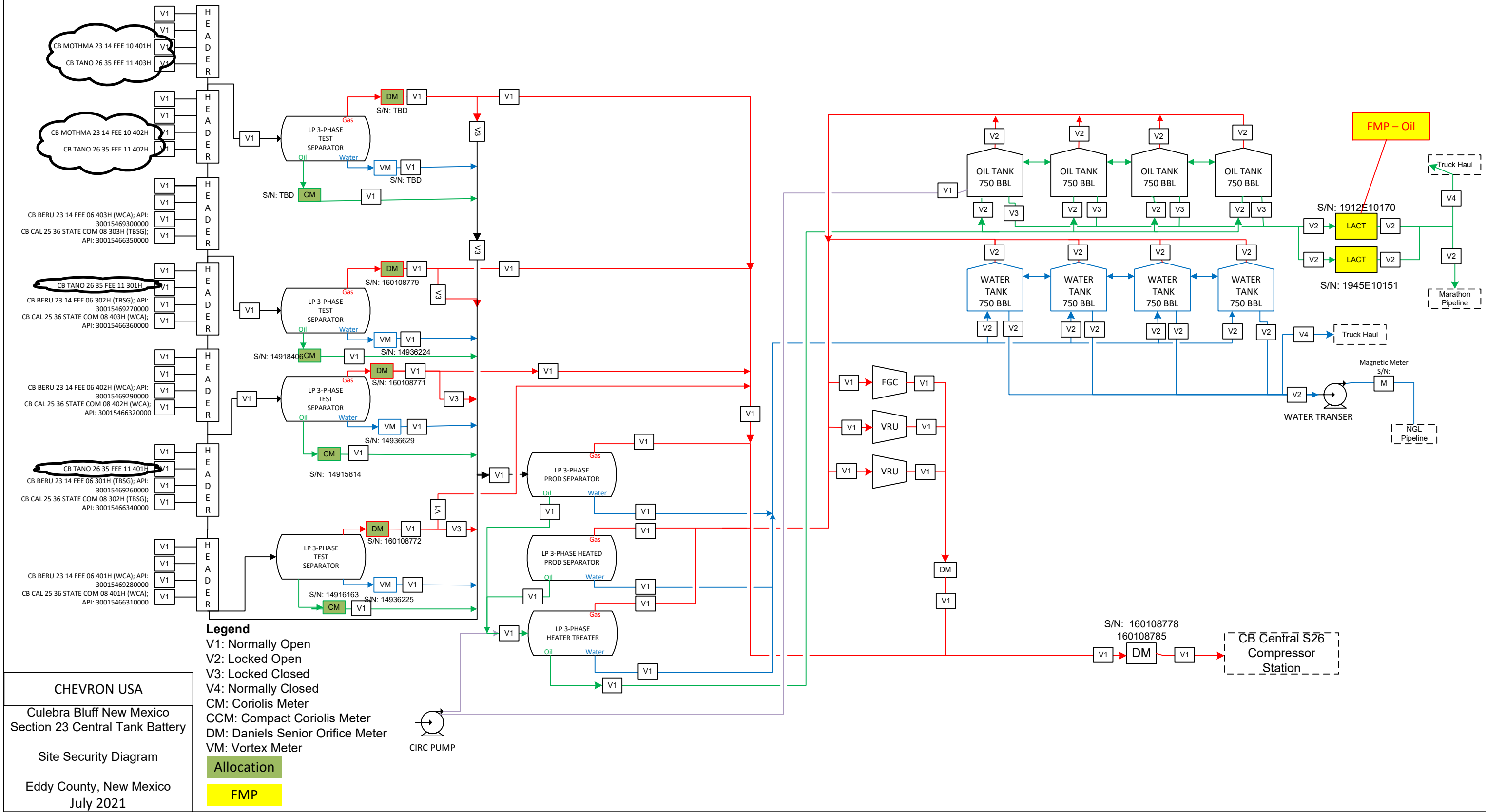


*Note: Unless otherwise noted, this map is intended to be a representation of property ownership/status only, and should not be construed as a survey of the area depicted.

CULEBRA BLUFF WELL PLAT
TOWNSHIP 23 SOUTH - RANGE 28 EAST
Eddy County, New Mexico
Map date: 02-08-2022



Culebra Bluff Central 23 CTB - Train 1



NO.	FIRST NAME	LAST NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP CODE	DATE MAILED	USPS TRACKING NUMBER	USPS TRACKING STATUS	RECIEVED SIGNED GREEN CARD (Y/N)
1	1836 Royalty Partners, LLC		306 W. Wall St	Ste. 620	Midland	TX	79701-4687	12/10/2021	7018-0360-0000-8300-9621		
2	Accelerate Resources Operating, LLC		7950 Legacy Dr.	Ste. 500	Plano	TX	75024	12/10/2021	7018-0360-0000-8300-9645	Delivered	Y
3	Alex Rey	Cardona	777 N Orange Ave.	Apt. 716	Orlando	FL	32801			Return to Sender	N
4	Alpha Energy Partners		508 W Wall St.	Ste. 1200	Midland	TX	79701	12/10/2021	7018-0360-0000-8300-9652	Delivered	Y
5	Alpha Permian Resources, LLC		P.O. Box 10701		Midland	TX	79702	12/10/2021	7018-0360-0000-8300-9669	Delivered	Y
6	Amanda Lane	Evans	P.O. Box 11234		Midland	TX	79702	12/10/2021	7018-0360-0000-8300-9676	Return to Sender	N
7	Amber Lynae	Raindl	P.O. Box 11234		Midland	TX	79702	12/10/2021	7018-0360-0000-8300-9683	Return to Sender	N
8	Andreas P.	Panagopoulos	P.O. Box 110624 1805 Sandy Lane		Anchorage Carlsbad	AK NM	99544 88220			Return to Sender	N
9	Apache Corporation		4784 N Saint Josephs Way	Ste. 100	Florence	AZ	85132				
10	Ashli Raindl	Naso	2000 Post Oak Blvd.		Houston	TX	77056	12/10/2021	7018-0360-0000-8300-9690	Delivered	Y
11	B. Craig	Duke	13624 James Ervin Way		Davidson	NC	28036	12/21/2021	7018-1130-0000-4097-4878		
12	Barbara Lee Backman, Inc.		P.O. Box 10403		Midland	TX	79702	12/10/2021	7018-0360-0000-8300-9706	Delivered	Y
13	Barrett W.	Spiller	510 W Riverside Dr.	Ste. 400	Spokane	WA	99201	12/10/2021	7018-0360-0000-8300-9713	Delivered	Y
14	Beatrice C.	Barrera	31 N Bluff Creek Circle		Spring	TX	77382-5776	12/10/2021	7018-0360-0000-8300-9720	Delivered	Y
15	Belinda Sue	Williams	3653 Burmite Ct.		Las Cruces	NM	88012	12/20/2021	7018-1130-0000-4097-4809	Delivered	Y
16	BGW Minerals, Ltd.		13260 W 42nd St.		Odessa	TX	79764	12/10/2021	7018-0360-0000-8300-9737	Return to Sender	N
17	Billy Frank	Hill	P.O. Box 100635		Fort Worth	TX	76185	12/10/2021	7018-0360-0000-8300-9744	Delivered	Y
18	BK Exploration Corporation		307 Iowa Ave.		Holton	KS	66436	12/10/2021	7018-0360-0000-8300-9751		N
19	BK Royalties, LLC		10159 E. 11th St.	Ste. 401	Tulsa	OK	74128	12/10/2021	7018-0360-0000-8300-9768	Delivered	Y
20	Black Shale Minerals, LLC		P.O. Box 52098		Tulsa	OK	74152	12/9/2021	7018-0360-0000-8300-9775	Delivered	Y
21	Bogle Oil, Inc.		P.O. Box 2243		Longview	TX	75606-2243	12/9/2021	7018-0360-0000-8300-9782	Delivered	Y
22	Brady Lynn	Raindl	P.O. Box 460		Dexter	NM	88230	12/9/2021	7018-0360-0000-8300-9799	Delivered	Y
23	Brandi Blair	Raindl	P.O. Box 65043		Lubbock	TX	79464	12/9/2021	7018-0360-0000-8300-9805	Delivered	Y
24	Bravo Energy Holdings, LLC		P.O. Box 853		Tahoka	TX	79373	12/9/2021	7018-0360-0000-8300-9812	Delivered	Y
25	Brent Mitchell	Raindl	P.O. Box 10701		Midland	TX	79702	12/9/2021	7018-0360-0000-8300-9829	Delivered	Y
26	Brett Guitar	Witherspoon	3315 Lancelot Dr.		Dallas	TX	75229	12/21/2021	7018-1130-0000-4097-4885	Delivered	Y
27	Brian L. McGonagill and Shirley C.	McGonagill	3833 Arroyo Rd.		Fort Worth	TX	76109	12/9/2021	7018-0360-0000-8300-9836	Delivered	Y
28	Browne Family Revocable Living Trust		1612 Westridge		Carlsbad	NM	88220	12/9/2021	7018-0360-0000-8300-9843	Delivered	Y
29	BTA Oil Producers, LLC		3473 Kimberly Rd.		Cameron Park	CA	95682	12/9/2021	7018-0360-0000-8300-9850	Delivered	Y
30	BX4, LLC		104 S Pecos St.		Midland	TX	79701	12/9/2021	7018-0360-0000-8300-9867	Delivered	Y
31	Caki Family Limited Partnership		21915 E Silver Creek Ct.		Queen Creek	AZ	85142	12/9/2021	7018-0360-0000-8300-9874		N
32	CapRock Resources, LLC		3721 Fallos Verdas		Dallas	TX	75229	12/14/2021	7018-0360-0000-8300-9911	Delivered	Y
33	Caren G.	Machell	P.O. Box 670581		Dallas	TX	75367-0581	12/14/2021	7018-0360-0000-8300-9928	Delivered	Y
34	Caren Gall Machell Exempt Trust		202 Island Point Ct.		Mount Pleasant	SC	29464	12/20/2021	7018-1130-0000-4097-4694	Delivered	Y
35	Carmex, Inc.		202 Island Point Ct.		Mount Pleasant	SC	29464	12/20/2021	7018-1130-0000-4097-4694	Delivered	Y
36	Carnegie Energy, LLC		112 N Canyon		Carlsbad	NM	88220	12/14/2021	7018-0360-0000-8300-9942	Delivered	Y
37	Carol Gibson Trust		4925 Greenville Ave.	Ste. 200	Dallas	TX	75206	12/14/2021	7018-0360-0000-8300-9935	Delivered	Y
38	Carolyn R. Corn Revocable Trust		P.O. Box 701		Abilene	TX	79604	12/14/2021	7018-0360-0000-8300-9966	Delivered	Y
39	Carolyn Shields	Moran	425 NW 40th St.		Oklahoma City	OK	73118	12/14/2021	7018-0360-0000-8300-9973	Delivered	Y
40	Chalcolm Exploration, LLC		9517 Bent Rd. NE		Albuquerque	NM	87109	12/14/2021	7018-0360-0000-8300-9959	Delivered	Y
41	Charles L.	Reitenger	403 Tierra Berrenda		Roswell	NM	88201	12/14/2021	7018-0360-0000-8300-9997	Delivered	Y
42	Charlotte E. Wells and Kalulani L.	Bumpus	P.O. Box 62 4492 Marshall Rd		Logansport	LA	71049			Return to Sender	N
43	Chasity	Garza	900 Broken Feather Trail	Trailer 219	Pflugerville	TX	78660	12/14/2021	7018-0360-0000-8300-9980	Delivered	Y
44	Cheryl	Beck	P.O. Box 71		Brownfield	TX	79316	12/14/2021	7018-0360-0000-8301-0009	Refused	N
45	Childs & Bishop Law Office, Inc.		1229 Sasebo NE		Albuquerque	NM	87112	12/14/2021	7018-0360-0000-8301-2515	Delivered	Y
46	Chisos, Ltd.		230 W 3rd St.		Odessa	TX	79761	12/14/2021	7019-2280-0001-3922-1029	Delivered	Y
47	Christina Elizabeth	Guerrero	1331 Lamar St.	Ste. 1077	Houston	TX	77010	12/14/2021	7018-0360-0000-8301-0030	Delivered	Y
48	Estate of Clarence W.	Ervin	4211 E Phillips Pl.	ATTN: David Aaron Jones	Centennial	CO	80122	12/14/2021	7018-0360-0000-8301-0023		N
49	Claudetta K.	Estes	1214 W. Ural		Carlsbad	NM	88220	12/20/2021	7018-1130-0000-4097-4779	Delivered	Y
50	Claudia Spiller	Reed	23 S Donaldson Farm Rd.		Loving	NM	88256	12/21/2021	7018-1130-0000-4097-4892	Delivered	Y
51	Concepcion C. Onsurez	Revocable Trust	505 Triple Crown Manor Ct.		Fenton	MO	63026	12/21/2021	7018-1130-0000-4097-4908	Delivered	Y
52	Cottonwood Partnership, L.P.		P.O. Box 393		Loving	NM	88256-0393	12/14/2021	7018-0360-0000-8301-0047	Delivered	Y
53	Craig	Collins	1437 S Boulder	Ste. 930	Tulsa	OK	74119	12/14/2021	7018-0360-0000-8301-0085	Delivered	Y
54	CrownRock Minerals, L.P.		3242 NW 43rd St.		Topeka	KS	66618	12/14/2021	7018-0360-0000-8301-0061	Delivered	Y
55	Crystal A.	Howard	P.O. Box 51933		Midland	TX	79710	12/14/2021	7018-0360-0000-8301-0054	Delivered	Y
56	Cynthia Fay	Lee	1563 Solana Ave.		Berkeley	CA	94707	12/14/2021	7018-0360-0000-8301-0108	Return to Sender	N
57	Cynthia Rhodes Trust		416 N Lake St.		Carlsbad	NM	88220	12/14/2021	7018-0360-0000-8301-0092	Delivered	Y
58	Dale M.	Richardson	P.O. Box 701		Abilene	TX	79604	12/14/2021	7018-0360-0000-8301-0078	Delivered	Y
59	Daniel Taschner and Arin Bratcher	Taschner	5093 East Highway 82		Gainesville	TX	76240	12/20/2021	7018-1130-0000-4097-4823	Return to Sender	N
60	Danielle	Levine-Baum	2 Meadowlark Ct.	Unit P	Artesia	NM	88210	12/14/2021	7018-0360-0000-8301-0115	Delivered	Y
61	Darrin M. Margulies Trust		3908 Oleander Ct.		Calabasas	CA	91302			Return to Sender	N
62	David L. Margulies and Gloria S.	Margulies Trust	5502 Murietta Ave.		Sherman Oaks	CA	91401	12/14/2021	7018-0360-0000-8301-0146	Delivered	Y
63	DDDF Co., Inc.		5502 Murietta Ave.		Sherman Oaks	CA	91401	12/14/2021	7020-1290-0000-3303-2888	Delivered	Y
64	Debra Kay	Primera	406 C&K Petroleum Bldg		Midland	TX	79701	12/20/2021	7018-1130-0000-4097-4887	Return to Sender	N
65	Debra Ward	Roland	P.O. Box 28504		Austin	TX	78755	12/14/2021	7020-1290-0000-3303-2895	Delivered	Y
66	Desert States Energy, Inc.		14564 N Pecan Ave.		Gardendale	TX	79758	12/14/2021	7020-1290-0000-3303-2901	Delivered	Y
67	Diana Lee	Pearce	230 S River St.		Wimberley	TX	78676	12/14/2021	7020-1290-0000-3303-2918	Delivered	Y
68	Diane E. McFerrin	Peters	12512 Monarch Dr. NE		Albuquerque	NM	87110	12/14/2021	7020-1290-0000-3303-2925	Delivered	Y
69	Earl B. Guitar, Jr. Bypass Trust		823 Linden Rd.		Hershey	PA	17033	12/14/2021	7020-1290-0000-3303-2949	Delivered	Y
70	Edith Heidel	Emrich	108 Riverside Park		Abilene	TX	79605	12/14/2021	7020-1290-0000-3303-2932		
71	El Rojo, LLC		15306 Shannondell Dr.	#306	Audubon	PA	19403	12/14/2021	7020-1290-0000-3303-2956		
72	Emil Berger Trust		P.O. Box 514		Chandler	AZ	85244	12/14/2021	7020-1290-0000-3303-2963	Delivered	Y
73	EnCore Permian Holding, L.P.		12211 Idaho Ave.	#104	Los Angeles	CA	90025	12/14/2021	7020-1290-0000-3303-2970	Delivered	Y
74	Estate of Cella B. Milavec		P.O. Box 1113		Midland	TX	79702	12/14/2021	7020-1290-0000-3303-2987	Delivered	Y
75	Estate of Frances S. Cardona		P.O. Box 22		Peralta	NM	87042	12/20/2021	7018-1130-0000-4097-4731	Delivered	Y
76	Estate of Joe H.	Beeman	2630 N. Holly St.		Denver	CO	80207	12/20/2021	7018-1130-0000-4097-4793	Delivered	Y
77	Estate of Lawrence P. Williams		1405 W Ural Dr.		Carlsbad	NM	88220	12/14/2021	7020-1290-0000-3303-3007	Delivered	Y
78	Evalyn Swearingen Testamentary Trust		1323 Willow Ln.		Farmersville	TX	75442	12/20/2021	7018-1130-0000-4097-4861	Delivered	Y
79	FiatRock Royalties, LLC		1362 N 80th Rd.		Concordia	KS	66901	12/14/2021	7020-1290-0000-3303-2994	Delivered	Y
80	Fort Worth Mineral Company, LLC		16607 County Road 1940		Lubbock	TX	79424	12/21/2021	7018-1130-0000-4097-4915	Delivered	Y
81	Fortuna III Permian		425 Houston St.	Ste. 400	Fort Worth	TX	76102	12/14/2021	7020-1290-0000-3303-3014	Delivered	Y
82	FR Energy, LLC		2 Greenway Plaza	Ste. 240	Houston	TX	77046	12/14/2021	7020-1290-0000-3303-3021		
83	Francis F. Beeman and Bettye Jo	Beeman	2 Greenway Plaza	Ste. 240	Houston	TX	77046	12/14/2021	7020-1290-0000-3303-3038		
84	Gayle A. McFerrin	Manning	1405 W Ural Dr.		Carlsbad	NM	88220	12/14/2021	7020-1290-0000-3303-3045	Delivered	Y
85	GB Williams Properties, LLC		343 Snowberry Cir.		Venetia	PA	15367	12/14/2021	7020-1290-0000-3303-3052	Delivered	Y
86	Geneva F.	Osborn	3166 County Line Rd.		Mountain Grove	MO	65711	12/14/2021	7020-1290-0000-3303-3069	Delivered	Y
87	George E.	Richardson	P.O. Box 419		Tipton	OK	73570	12/14/2021	7020-1290-0000-3303-3076	Delivered	Y
88	George E. McBeath	Tracy	113 Puckett Dr.		Fitzgerald	GA	31750	12/20/2021	7018-1130-0000-4097-4595	Delivered	N
89	George O.	Stribling, Trustee	10504 Lexington Ave.		Albuquerque	NM	87112	12/14/2021	7020-1290-0000-3303-3083	Delivered	Y
90	Glasgow Oil & Gas Company		61 Avenida del Sol		Cedar Crest	NM	87008	12/14/2021	7020-1290-0000-3303-3090	Delivered	Y
91	Good Gall E Family Limited Partnership		P.O. Box 849		Prosper	TX	75078	12/14/2021	7020-1290-0000-3303-3106	Delivered	Y
92	Grant Allen	Swearingen	202 Island Point Ct.		Mt. Pleasant	SC	29464	12/13/2021	7020-1290-0000-3303-5087	Delivered	Y
93	Greg	Martinez	209 S Ashley Park		Wichita	KS	67209	12/21/2021	7018-1130-0000-4097-4922	Delivered	Y
94	Gregory A.	Collier	8270 Chase Way		Arvada	CO	80003	12/13/2021	7020-1290-0000-3303-5094	Delivered	Y
95	Gregory S.	Trachta	704 Gray Fox Run		Edmond	OK	73003	12/13/2021	7020-1290-0000-3303-5117	Delivered	Y
96	Guitar Galusha, L.P.		5721 Misty Hill Cove		Austin	TX	78759-6248	12/13/2021	7020-1290-0000-3303-5100	Delivered	Y
97	Guitar Land & Cattle Company, L.P.		135 Southern Cross Rd.		Abilene	TX	79606	12/20/2021	7018-1130-0000-4097-4557		
98	Guy P.	Witherspoon, III	451 Pine St.	Ste. 352	Abilene	TX	79604	12/13/2021	7020-1290-0000-3303-5124	Delivered	Y
99	Harry J.	Richardson	P.O. Box 100403		Fort Worth	TX	76185	12/13/2021	7020-1290-0000-3303-5131	Delivered	Y
100	Harvard Energy Partners		8390 Holiday Dr.		P						

149	Kirby, Ratliff, Manning & Greak		8008 Slide Rd.	Ste. 33	Lubbock	TX	79424		12/14/2021	7018-0360-000-8300-9898	Delivered	Y
150	Klipstine & Hanratty, a Law Corporation		P.O. Box 1525		Carlsbad	NM	86220				Return to Sender	N
151	Koray Ali	Cagliergin	2421 SW Pepperwood Cir.		Topeka	KS	66614		12/9/2021	7018-0360-0000-8300-9638	Email	Y
152	Lanora Sue Williams	Allomong	14644 CR 8		Montpelier	OH	43543		12/14/2021	7020-1290-0000-3303-3113	Delivered	Y
153	Larry Todd	Spiller	807 Parkwind		Katy	TX	77450		12/14/2021	7020-1290-0000-3303-3120	Delivered	Y
154	Laura Elizabeth	Bunn	2485 W Santa Libre Rd.		Chino Valley	AZ	86323		12/21/2021	7018-1130-0000-4097-4953	Delivered	Y
155	Laura Jean Hofer Trust		11248 S Turner Ave.		Ontario	CA	91761		12/15/2021	7020-1290-0000-3303-3441	Delivered	Y
156	LBD, L.P.		P.O. Box 21116		Billings	MT	59104		12/20/2021	7018-1130-0000-4097-4670	Delivered	Y
157	Lesley F.	Najera	808 W Tilden St.		Roswell	NM	88203				Return to Sender	N
158	Leslie B. Einstein Trust		17017 Avenida de Santa Ynez		Pacific Palisades	CA	90272		12/21/2021	7018-1130-0000-4097-4960	Delivered	Y
159	Lesli Guitar	Nichols	6305 W. County Road 34		Knott	TX	79748		12/20/2021	7018-1130-0000-4097-4601	Delivered	Y
160	Liana Darlene	Pearson	1107 Oakmont St.		Hays	KS	67601		12/20/2021	7018-1130-0000-4097-4663	Delivered	Y
161	Linda Sue	Richardson	4 Sagebrush Trail		Artesia	NM	88210		12/14/2021	7020-1290-0000-3303-3137	Delivered	Y
162	Linda Williams Harris	Militello	33764 LA Hwy 16		Denham Springs	LA	70706		12/21/2021	7018-1130-0000-4097-4977	Delivered	Y
163	Lindsay K.	McFerrin	9604 W 118th Terrace, Apt. 1		Overland Park	KS	66210		12/20/2021	7018-1130-0000-4097-4533	Email	Y
164	Linville D.	Williams	1345 N Greenfield Rd.		Gilbert	AZ	85234		12/14/2021	7020-1290-0000-3303-3144	Delivered	Y
165	Locke Capital		1350 S Boulder Ave.	Ste. 710	Tulsa	OK	74119				Return to Sender	N
166	Lois M. Lundbland	Durland	527 E Clackamas Cir.		Woodburn	OR	97071				Return to Sender	N
167	Louis M. Ratliff, Jr. and Mary D.	Ratliff	8 Firwood Ct		The Hills	TX	78738		12/14/2021	7020-1290-0000-3303-3151	Delivered	Y
168	Lovella	Kilman	8425 James Ave. NE		Albuquerque	NM	87111		12/21/2021	7018-1130-0000-4097-4984		
169	M. Craig	Beeman	11208 Parkfield Dr.	#B	Austin	TX	78758		12/14/2021	7020-1290-0000-3303-3175	Delivered	Y
170	Magdalenae P.	Panagopoulos	5111 San Jorge Ave. NW		Albuquerque	NM	87120		12/14/2021	7020-1290-0000-3303-3168		
171	Malinda	Thompson	P.O. Box 740362		Arvada	CO	80003				Return to Sender	N
172	Marathon Oil Permian, LLC		5555 San Felipe St.		Houston	TX	77056		12/14/2021	7020-1290-0000-3303-3182	Delivered	Y
173	Marc Lilley and Lisa	Lilley	2135 Sedona Hills Parkway		Las Cruces	NM	88011				Return to Sender	N
174	Margaret L.	Mehl	702 NE Cambridge Dr.		Lee Summit	MO	64086		12/14/2021	7020-1290-0000-3303-3199	Delivered	Y
175	Estate of Margaret L.	Fate	615 Windmill Ranch Road		Encinitas	CA	92024		12/20/2021	7018-1130-0000-4097-4786	Delivered	Y
176	Margaret M.	Stribling	9300 Mabry Ave. NE		Albuquerque	NM	87109		12/20/2021	7018-1130-0000-4097-4847		
177	Marilyn F.	Bitsis	P.O. Box 21116		Billings	MT	59104		12/14/2021	7020-1290-0000-3303-3205	Delivered	Y
178	Marian Jane	Gordon	10504 Lexington Ave.		Albuquerque	NM	87112		12/20/2021	7018-1130-0000-4097-4571		
179	Mark A.	Beeman	57 North Sky Loop		Roswell	NM	88201		12/14/2021	7020-1290-0000-3303-3212	Delivered	Y
180	Mark D.	Howard	4590 Halkirk Ct.		Palm Harbor	FL	34685		12/14/2021	7020-1290-0000-3303-3229	Delivered	Y
181	Mark L.	Hensley	56 Giovingo Rd.		Loving	NM	88256		12/14/2021	7020-1290-0000-3303-3236	Return to Sender	N
182	Mark McClellan and Paula	McClellan	5076 Bright Sky		Roswell	NM	88201		12/14/2021	7020-1290-0000-3303-3335	Return to Sender	N
183	Marsha Sue	Kantor	75 Stone Run Rd.		Bedminster	NJ	07921		12/14/2021	7020-1290-0000-3303-3342	Delivered	Y
184	Martha Joy	Stribling	918 Parkland Cir. SE		Albuquerque	NM	87108		12/14/2021	7020-1290-0000-3303-3359	Delivered	Y
185	Martha Joy Stribling Revocable Living Trust		918 Parkland Cir. SE		Albuquerque	NM	87108		12/14/2021	7020-1290-0000-3303-3359	Delivered	Y
186	Mary Camille	Hall	3812 Tailfeather Dr.		Round Rock	TX	78681		12/14/2021	7020-1290-0000-3303-3366		
187	Mary H. White, Personal Representative for the Estate	Irms J. Gregory	P.O. Box 1525		Artesia	NM	88211		12/14/2021	7020-1290-0000-3303-3397	Delivered	Y
188	Mary H.	White	P.O. Box 1525		Artesia	NM	88211		12/14/2021	7020-1290-0000-3303-3373	Delivered	Y
189	Mary Lee Hall	Stewart	201 Rodriguez		Yoakum	TX	77995		12/14/2021	7020-1290-0000-3303-3380	Delivered	Y
190	McMullen Minerals, LLC		P.O. Box 470857		Fort Worth	TX	76147		12/14/2021	7020-1290-0000-3303-3403	Delivered	Y
191	Melissa	McGee	2801 S. 25th		Abilene	TX	79605		12/20/2021	7018-1130-0000-4097-4762	Return to Sender	N
192	Melissa	Bain	P.O. Box 338		Loving	NM	88256		12/14/2021	7020-1290-0000-3303-3410	Delivered	Y
193	Melissa G.	McCarthy	48073 Larrabee St.		Edwall	WA	99008		12/14/2021	7020-1290-0000-3303-3427	Delivered	Y
194	Melton E.	Trachta	131 W Rosewood		San Antonio	TX	78212		12/14/2021	7020-1290-0000-3303-3434		
195	Meredith E. Hardgrave and Helen Joyce	Hardgrave Revocable Trust	6012 East 114th St.	ATTN: Brett A. Biery	Tulsa	OK	74137		12/21/2021	7018-1130-0000-4097-4991		
196	Merland, Inc.		P.O. Box 548		Carlsbad	NM	88221		12/15/2021	7020-1290-0000-3303-3458	Delivered	Y
197	Michael A.	Schaefer	2308 13th St. SE		Rio Rancho	NM	87124		12/15/2021	7020-1290-0000-3303-3465	Delivered	Y
198	Mika	Slough	4904 84th St.		Lubbock	TX	79424		12/15/2021	7020-1290-0000-3303-3472	Delivered	Y
199	Milavec Minerals, LLC		2308 13th St. SE		Rio Rancho	NM	87124		12/15/2021	7020-1290-0000-3303-3489	Delivered	Y
200	Mittie Beth	Hayes	116 W Peach Ln.		Carlsbad	NM	88220		12/15/2021	7020-1290-0000-3303-3496	Delivered	Y
201	Morris	Schertz	P.O. Box 2588		Roswell	NM	88201		12/15/2021	7020-1290-0000-3303-3502	Delivered	Y
202	MRC Permian Company		5400 LBJ Freeway	Ste. 1500	Dallas	TX	75240		12/21/2021	7018-1130-0000-4097-5004	Delivered	Y
203	Murchison-Guitar Family, L.P.		P.O. Box 712		Red Bluff	CA	96080		12/15/2021	7020-1290-0000-3303-3519	Delivered	Y
204	Nance M. Coffey Trust		2105 Edinburg Dr.		Yukon	OK	73099		12/15/2021	7020-1290-0000-3303-3526	Delivered	Y
205	Neville	Manning	2112 Indiana		Lubbock	TX	79410		12/15/2021	7020-1290-0000-3303-3533	Delivered	Y
206	Nicky Standlee	Anderson	4904 84th St.		Lubbock	TX	79424		12/15/2021	7020-1290-0000-3303-3540	Delivered	Y
207	Noble Eugene	Yarbrough	19635 Pitchstone Dr.		Tomball	TX	77377		12/15/2021	7020-1290-0000-3303-3557	Delivered	Y
208	Nolan	Greak	8008 Slide Rd.	Ste. 33	Lubbock	TX	79424		12/15/2021	7020-1290-0000-3303-3564	Delivered	Y
209	Norma Jean Spiller	de Jong	1111 Tigris Ln.		Houston	TX	77090		12/15/2021	7020-1290-0000-3303-3571	Delivered	Y
210	Nortex Corporation		P.O. Box 27710		Houston	TX	77227		12/15/2021	7020-1290-0000-3303-3588	Delivered	Y
211	Novo Minerals, L.P.		1001 Wilshire Blvd.	Ste. 206	Oklahoma City	OK	73116		12/15/2021	7020-1290-0000-3303-3595	Delivered	Y
212	OXY USA WTP Limited Partnership		5 Greenway Plaza	Ste. 110	Houston	TX	77046-0521		12/15/2021	7020-1290-0000-3303-3601	Delivered	Y
213	Pamela Rae	Cummings	P.O. Box 817		Panhandle	TX	79068		12/15/2021	7020-1290-0000-3303-3618	Delivered	Y
214	Panagiota P.	Panagopoulos Tendall	7812 Bluewater Dr.		Las Vegas	NV	89128		12/15/2021	7020-1290-0000-3303-3625	Delivered	Y
215	Panagopoulos Enterprises, LLC		511 W. Reinken Ave.		Belen	NM	87002		12/20/2021	7018-1130-0000-4097-4816	Delivered	N
216	Pardue Limited Company		126 North Canyon St.		Carlsbad	NM	88220		12/15/2021	7020-1290-0000-3303-3636	Delivered	Y
217	Patricia A.	Miller	2909 SW Lewis Dr.		Lee's Summit	MO	64081		12/15/2021	7020-1290-0000-3303-3649		
218	Patricia Ann	Armedariz	192 Murray St.	#1	Newark	NJ	7114		12/15/2021	7020-0640-0001-7285-4802	Delivered	Y
219	Patricia Ann	Long	P.O. Box 21116		Billings	MT	59104		12/15/2021	7020-0640-0001-7285-4819	Delivered	Y
220	Patricia Ann Beeman Revocable Trust		807 Alamosa		Carlsbad	NM	88220		12/15/2021	7020-0640-0001-7285-4826	Delivered	Y
221	Patricia Gae	Stamps	P.O. Box 249		Panhandle	TX	79068		12/15/2021	7020-0640-0001-7285-4833	Delivered	Y
222	Paulette V. Schaefer	Misanko	644 Gordon Ave.		Reno	NV	89509		12/15/2021	7020-0640-0001-7285-4840	Delivered	Y
223	Pavlos P.	Panagopoulos	5111 San Jorge Ave. NW		Albuquerque	NM	87120		12/15/2021	7020-0640-0001-7285-4857		
224	Pearl F.	Giovengo	P.O. Box 416		Loving	NM	88256		12/15/2021	7020-0640-0001-7285-4864	Return to Sender	N
225	Pegasus Resources, LLC		P.O. Box 733980		Dallas	TX	75373		12/15/2021	7020-0640-0001-7285-4871	Delivered	Y
226	Penroc Oil Corporation		P.O. Box 2769		Hobbs	NM	88241		12/15/2021	7020-0640-0001-7285-4888	Delivered	Y
227	PetroLima, LLC		P.O. Box 1113		Midland	TX	79702		12/15/2021	7020-0640-0001-7285-4895	Delivered	Y
228	Phoenix Four, LLC		400 W Illinois	Ste. 1400	Midland	TX	79701		12/15/2021	7020-0640-0001-7285-4901	Delivered	Y
229	Polk Land & Minerals, L.P.		1101 Butternut		Abilene	TX	79602		12/15/2021	7020-0640-0001-7285-4918	Delivered	Y
230	Polly	Lewis	4904 84th St.		Lubbock	TX	79424		12/15/2021	7020-0640-0001-7285-4925	Delivered	Y
231	Pressley Hudson	Guitar	P.O. Box 5383		Abilene	TX	79608		12/15/2021	7020-0640-0001-7285-4932	Delivered	Y
232	Princess Properties, LLC		1213 West Third St.		Roswell	NM	88201		12/15/2021	7020-0640-0001-7285-4949	Delivered	Y
233	Rancho AD4, L.P.		2100 Ross Ave.	Ste. 1870	Dallas	TX	75201		12/15/2021	7020-0640-0001-7285-4956	Delivered	Y
234	Read & Stevens, Inc.		400 N Pennsylvania Ave.		Roswell	NM	88201		12/15/2021	7020-0640-0001-7285-4963	Delivered	Y
235	Realeza Del Spear, L.P.		P.O. Box 1684		Midland	TX	79702		12/15/2021	7020-0640-0001-7285-4970	Delivered	Y
236	Renee Ann	Levine-Blonder	21234 Providencia St.		Woodland Hills	CA	91364		12/15/2021	7020-0640-0001-7285-4987	Delivered	Y
237	Richard Holesapple Revocable Trust		P.O. Box 40909		Austin	TX	78704		12/15/2021	7020-0640-0001-7285-4994	Delivered	Y
238	Richardson Mineral and Royalty, LLC		P.O. Box 2423		Roswell	NM	88202		12/15/2021	7020-0640-0001-7285-5007	Delivered	Y
239	Ricky D.	Raindl	P.O. Box 142454		Irving	TX	75014		12/15/2021	7020-0640-0001-7285-7513	Delivered	Y
240	Robert "Bury" Duncan	Cain, Jr.	12004 Zia Rd. NE	Unit A1	Albuquerque	NM	87123		12/20/2021	7018-1130-0000-4097-4656	Return to Sender	N
241	Robert B.	Beeman	1520 North Guadalupe		Carlsbad	NM	88220		12/20/2021	Email	Delivered	Y
242	Robert D.	Richardson	13363 E Asbury Dr.	#104	Aurora	CO	80014				Return to Sender	N
243	Robert Mitchell	Raindl	P.O. Box 853		Tahoka	TX	79373		12/15/2021	7020-0640-0001-7285-4338	Delivered	Y
244	Robert Scott	Pace	609 9th St.		Wolfforth	TX	79382		12/15/2021	7020-0640-0001-7285-4345	Return to Sender	N
245	Rockwell Energy Resources, LLC		5600 N. May Ave.		Oklahoma City	OK	73112		12/15/2021	7020-0640-0001-7285-4352	Return to Sender	N
246	Roden Oil Company		P.O. Box 10909		Midland	TX	79702		12/2			

301	Tularosa Oil Company		P.O. Box 471349		Fort Worth	TX	76147	12/15/2021	7018-1130-0000-4097-6155	Delivered	Y
302	Tumbler Energy Partners, LLC		P.O. Box 50938		Midland	TX	79710	12/15/2021	7018-1130-0000-4097-6162	Delivered	Y
303	Tundra AD3, L.P.		2100 Ross Ave.	Ste. 1870	Dallas	TX	75201	12/15/2021	7018-1130-0000-4097-6179	Delivered	Y
304	Uplift Energy, LLC		P.O. Box 10702		Midland	TX	79702	12/15/2021	7018-1130-0000-4097-6186	Delivered	Y
305	Urquidez Family Living Trust		9021 N 63rd Dr.		Glendale	AZ	85302	12/15/2021	7018-1130-0000-4097-6193	Delivered	Y
306	Valdez Family 2006 Irrevocable Trust		4204 S. Thomason Rd.		Carlsbad	NM	88220	12/20/2021	7018-1130-0000-4097-4724	Delivered	Y
307	Van T. Tettleton and Margaret Ann	Tettleton	P.O. Box 10909		Midland	TX	79702	12/15/2021	7018-1130-0000-4097-6209	Delivered	Y
308	Veronica Marie	Nieto	5717 Bonneville		El Paso	TX	79912	12/15/2021	7018-1130-0000-4097-6216		
309	Vincent Trae	Millavec	P.O. Box 22		Peralta	NM	87042	12/15/2021	7018-1130-0000-4097-6223	Delivered	Y
310	Virginia Lee	Davis	132 Meredith Lane		Oliver Springs	TN	37840	12/20/2021	7018-1130-0000-4097-4830	Delivered	Y
311	Virginia Nevill Hoff Management Trust		2601 Lakewood Cir.		Tuscaloosa	AL	35405	12/15/2021	7018-1130-0000-4097-6247	Delivered	Y
312	Watt Living Trust		128 Dyrell Way		Folsom	CA	95630	12/15/2021	7018-1130-0000-4097-6254	Delivered	Y
313	Weatheravane Management, L.P.		4610 8th St.		Lubbock	TX	79416	12/15/2021	7018-1130-0000-4097-6261	Delivered	Y
314	Wende G. Witherspoon	Morgan	1720 Southwicke Dr.		Flowermound	TX	75022	12/21/2021	7020-1810-0000-6753-5988		
315	Whitten Guitar	Witherspoon	7524 Pear Tree Ln.		Fort Worth	TX	76133	12/15/2021	7018-1130-0000-4097-6278	Delivered	Y
316	Willard F.	Spiller, III	2601 Face Rock Ct		Columbia	MO	65203	12/15/2021	7018-1130-0000-4097-6285	Delivered	Y
317	William F.	Gregory	11910 Central Ave. SE	#2B	Albuquerque	NM	87123	12/15/2021	7018-1130-0000-4097-6292		
318	William F.	Beeman	71 Apache Dr.		Carlsbad	NM	88220	12/15/2021	7018-1130-0000-4097-6308		
319	William M. Baker and Francine L. Baker	Family Trust	488 W 6th St.		Claremont	CA	91711	12/15/2021	7018-1130-0000-4097-6315	Delivered	Y
320	William Robert	Paape	1110 Kennan Rd.		West Lake Hills	TX	78746	12/15/2021	7018-1130-0000-4097-6322	Delivered	Y
321	Williams Living Trust		1323 Willow Ln.		Farmersville	TX	75442	12/15/2021	7018-1130-0000-4097-6339	Delivered	Y
322	Wood and Wire Management, L.P.		P.O. Box 341342		Austin	TX	78734	12/15/2021	7018-1130-0000-4097-6346	Delivered	Y
323	Woods Dickens Ranch, L.P.		36 Surrey Square		Abilene	TX	79606	12/15/2021	7020-1810-0000-6753-5858	Return to Sender	N
324	Zia Royalty, LLC		P.O. Box 2160		Hobbs	NM	88241	12/15/2021	7020-1810-0000-6753-5865	Delivered	Y
325	Zunis Energy, LLC		15 E 5th St.	Ste. 3300	Tulsa	OK	74103	12/15/2021	7020-1810-0000-6753-5872	Delivered	Y

DECLARATION OF UNIT
CB BERU 23 14 FEE 06 WC

STATE OF NEW MEXICO

COUNTY OF EDDY

The undersigned, by virtue of the authority conferred in the oil, gas and mineral leases listed on Exhibit A-Pooled Leases ("Leases"), do hereby pool, consolidate, combine, and unitize the Leases, insofar as the Leases cover production from the land described in Exhibit B-Unit Acreage ("Unit Acreage") and do pool, consolidate, combine, and unitize the royalties, working interests, overriding royalties, production payments, and all other interests pertaining to the Leases and the Unit Acreage and production therefrom, insofar and only insofar as the Leases and other interests cover and include all oil, gas, and other related hydrocarbons produced from a well on the Unit as herein described ("Unitized Substance"), in and under the Unit Acreage from the subsurface interval known as the Wolfcamp formation beneath the Unit Acreage ("Unitized Interval"), so as to form a single operating production unit for the production of Unitized Substances. As used herein, the words "include(s)" and "including" are not limiting but are terms of enlargement so other items or components are includable although not specifically expressed.

- 1) Production of Unitized Substances. The production of Unitized Substances from any part of the Unit Acreage, insofar as the Unit Acreage covers the Unitized Interval, will constitute production of such Unitized Substances from all of the Leases contained in the Unit. Drilling or reworking operations or other operations conducted on the Unit for the production of Unitized Substances, will constitute operations for the production of Unitized Substances on all of the Leases and Unit Acreage.
- 2) Description of Unit. The unit formed hereby shall be known as the CB BERU 23 14 FEE 6 ("Unit") containing 480 acres of land, more or less, described as the SE/4 of Section 14, Township 23 South, Range 28 East, and the E/2 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico. The Contract Area is hereby limited in depth from the stratigraphic equivalent of the top of the Wolfcamp formation, as seen at 9,630 feet beneath the surface, to the stratigraphic equivalent of the base of the Wolfcamp formation, as seen at 11,087 feet beneath the surface, as shown in that certain Schlumberger Gamma Ray and Dual Laterolog/MSFL, dated November 10, 1978, in the Williams Gas Com #1 (API # 30-015-22686), located in Section 34, Township 23 South, Range 28 East, Eddy County, New Mexico SAVE AND EXCEPT the Macho Grande State #2H (API # 30-015-42659) well.
- 3) Distribution of Interests. All Unitized Substances produced from any well on the Unit shall be allocated proportionately among all of the tracts within the Unit proportionate to the number of acres in each tract included in the Unit bears to the

total number of acres in the Unit. All working interests, royalties, overriding royalties, production payments, and all other interests in the Leases shall be computed on the basis of the respective interests in the production allocated to the tract or tracts in which those interests are owned.

- 4) Acceptance of Terms. All parties owning any interest in the oil, gas, and other related hydrocarbons in and under the Unit Acreage who execute this instrument or a counterpart thereof, or who ratify the same, or who hereafter acquire an interest in the Unit Acreage subject to the terms hereof, hereby adopt and confirm the creation of the Unit and agree to all of the terms hereof, and covenant that any leases or assignments affecting their interests are amended to the extent necessary to authorize the formation of the Unit and conform to all of the terms hereof. In the event the owners of the Leases, or their respective heirs, successors, or assigns, own any lease or interest in a lease covering lands within the Unit Acreage other than those listed on Exhibit A, or any unleased interest in the Unit Acreage, the same is hereby pooled into the Unit without the necessity of specifically enumerating that lease or interest and the specific land it covers.
- 5) No Cross-Conveyance. Notwithstanding anything to the contrary herein, this instrument does not cause or intend to cause any cross-assignment or cross conveyance of any lease or interest covered hereby.
- 6) Effective Date. The Unit is effective as of June 11, 2022 or from the date of first production from the Unitized Interval, whichever first occurs (the "Effective Date"), and will remain in effect so long thereafter as Unitized Substances are produced from the Unit or as long as drilling, reworking, plugging back, or sidetracking operations are conducted on any well on Unit Acreage completed in or targeted for the Unitized Interval, with no cessation of more than 60 consecutive days, and if any such operations result in the production of Unitized Substances, for so long thereafter as the same are produced, or such operations are again commenced within 60 days from the cessation of production. It will be considered that Unitized Substances are being produced in paying quantities while a well is shut in on the Unit and the lessees of the Leases pay or tender shut-in rentals or royalties in accordance with the terms of the Leases or otherwise perpetuate the Leases pursuant to each of their respective terms and conditions.
- 7) Right to Amend. The undersigned reserve the continuing right to amend, correct, or alter this instrument and the Unit including increasing, decreasing, or changing the configuration of the unit acreage, and relocating or changing the Unitized Interval, at any time and from time to time after the original formation hereof. Any such amendment must be in writing, signed by the parties bound hereby and filed for record in Eddy County, New Mexico.
- 8) Counterparts. For convenience, this instrument may be executed in multiple counterparts, with each separate counterpart constituting a valid and binding instrument. Each of the undersigned agree that for recording purposes their

respective signature pages and acknowledgements may be removed from their respective counterpart and attached to a single Declaration of Unit.

- 9) Compulsory Pooled Interest. Pursuant to that certain Compulsory Pooling Order No. R-21363 dated June 11, 2020, and attached as Exhibit C – Compulsory Pooling Order to this Declaration of Unit, all uncommitted working interests, royalty interests, overriding royalty interests, and other interests, whatever they may be, in the oil and gas in the Wolfcamp formation underlying the Unit Acreage have been effectively pooled.

IN WITNESS WHEREOF, this Declaration of Unit is executed by the undersigned on the respective dates set opposite their names below, but is effective as of the date hereinabove provided.

OPERATOR:

CHEVRON U.S.A. INC.

3/29/2022

By: 
IRVIN R. GUTIERREZ

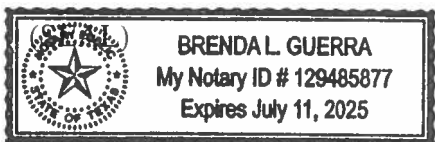
Date

Operator/Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF Texas)
) ss.
COUNTY OF Harris)

On this 29 day of March, 2022, before me, a Notary Public for the State of New Mexico, personally appeared IRVIN R. GUTIERREZ, known to me to be the Attorney-In-Fact of Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.



My Commission Expires

Brenda L Guerra
Notary Public

EXHIBIT "A" - Pooled Leases

Attached to and made a part of that certain Declaration of Unit covering the SE/4 of Section 14, Township 23 South, Range 28 East, and the E/2 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico., containing 480 Acres more or less.

The Contract Area is hereby limited in depth from the stratigraphic equivalent of the top of the Wolfcamp formation, as seen at 9,630 feet beneath the surface, to the stratigraphic equivalent of the base of the Wolfcamp formation, as seen at 11,087 feet beneath the surface, as shown in that certain Schlumberger Gamma Ray and Dual Laterolog/MSFL, dated November 10, 1978, in the Williams Gas Com #1 (API # 30-015-22686), located in Section 34, Township 23 South, Range 28 East, Eddy County, New Mexico SAVE AND EXCEPT the Macho Grande State #2H (API # 30-015-42659) well.

Oil and Gas Leases subject to this Agreement:**Tract 1**

Lease Date: 10/24/1977
Recorded: Book 151, Page 789
Lessor: Saul Baker and wife Esther Lee Baker
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 1, N/2 SE/4 of Section 14, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other land.
Number of Acres: 80 acres

Lease Date: 11/01/1977
Recorded: Book 152, Page 388
Lessor: Aguile Cattle Co. Inc. and Arizona Corporation
Original Lessee: Clifton Wilderspin
Description of land Pooled: Tract 1, N/2 SE/4 of Section 14, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other land.
Number of Acres: 80 acres

Lease Date: 10/24/1977
Recorded: Book 151, Page 831
Lessor: Crocker National Bank
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 1, N/2 SE/4 of Section 14, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other land.
Number of Acres: 80 acres

Lease Date: 07/19/1973
Recorded: Book 105, Page 512
Lessor: Candelario Carrasco
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 1, N/2 SE/4 of Section 14, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other land.
 - **Number of Acres:** 80 acres

Tract 2

Lease Date: 02/05/1990
Recorded: Book 63, Page 482
Lessor: Phoebe R Howard
Original Lessee: Charles W Mussett
Description of land Pooled: Tract 2, S/2 SE/4 of Section 14, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 80 Acres

Lease Date: 02/05/1990
Recorded: Book 63, Page 69
Lessor: David R Howard
Original Lessee: Charles W Mussett
Description of land Pooled: Tract 2, S/2 SE/4 of Section 14, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 80 Acres

Lease Date: 02/05/1990
Recorded: Book 62, Page 744
Lessor: Jared F Howard
Original Lessee: Charles W Mussett
Description of land Pooled: Tract 2, S/2 SE/4 of Section 14, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 80 Acres

Lease Date: 02/05/1990
Recorded: Book 63, Page 480
Lessor: Phoebe R Howard
Original Lessee: Charles W Mussett
Description of land Pooled: Tract 2, S/2 SE/4 of Section 14, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 80 Acres

Lease Date: 02/05/1990
Recorded: Book 63, Page 67
Lessor: David R Howard
Original Lessee: Charles W Mussett
Description of land Pooled: Tract 2, S/2 SE/4 of Section 14, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 80 Acres

Lease Date: 02/05/1990
Recorded: Book 62, Page 746
Lessor: Jared F Howard
Original Lessee: Charles W Mussett
Description of land Pooled: Tract 2, S/2 SE/4 of Section 14, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 80 Acres

Lease Date: 07/16/1989
Recorded: Book 50, Page 353
Lessor: The Hicks Revocable Trust
Original Lessee: Campetco
Description of land Pooled: Tract 2, S/2 SE/4 of Section 14, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 80 Acres

Lease Date: 07/16/1989
Recorded: Book 50, Page 349
Lessor: Sammy King Price
Original Lessee: Campetco
Description of land Pooled: Tract 2, S/2 SE/4 of Section 14, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 80 Acres

Lease Date: 07/16/1989
Recorded: Book 51, Page 396
Lessor: Charlotte Pierce Roark
Original Lessee: Campetco
Description of land Pooled: Tract 2, S/2 SE/4 of Section 14, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 80 Acres

Tract 3

Lease Date: 03/22/1973
Recorded: Book 98, Page 34
Lessor: Johnnie L Reid
Original Lessee: Clifton Wilderspin

Description of

- land Pooled:** Tract 3, N/2 NW/4 NE/4 and SW/4 NW/4 NE/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.

Number of Acres: 30 Acres

Tract 4

Lease Date: 03/22/1973
Recorded: Book 98, Page 34
Lessor: Johnnie L Reid
Original Lessee: Clifton Wilderspin

Description of

land Pooled: Tract 4, SE/4 NW/4 NE/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.

Number of Acres: 10 Acres

Tract 5

Lease Date: 03/27/1973
Recorded: Book 98, Page 52
Lessor: Arthur R Donaldson
Original Lessee: Clifton Wilderspin

Description of

land Pooled: Tract 5, S/2 SW/4 NE/4 and NW/4 SW/4 NE/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.

Number of Acres: 30 Acres

Tract 6

Lease Date: 03/27/1973
Recorded: Book 98, Page 52
Lessor: Arthur R Donaldson
Original Lessee: Clifton Wilderspin

Description of

land Pooled: Tract 6, NE/4 SW/4 NE/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.

Number of Acres: 10 Acres

Tract 7

Lease Date: 04/09/1973
Recorded: Book 100, Page 441
Lessor: Amelia Stennis
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 7, E/2 NE/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 80 Acres

Lease Date: 04/20/2016
Recorded: Book 1068, Page 217
Lessor: Maria T Stennis
Original Lessee: Rockcliff Operating New Mexico
Description of land Pooled: Tract 7, E/2 NE/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 80 Acres

Lease Date: 04/21/2019
Recorded: Book 802, Page 1
Lessor: Maria T Stennis
Original Lessee: Uplift Energy LLC
Description of land Pooled: Tract 7, E/2 NE/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 80 Acres

Lease Date: 04/21/2019
Recorded: Book 1123, Page 904
Lessor: Pegasus Resources LLC
Original Lessee: Alpha Permian Resources LLC
Description of land Pooled: Tract 7, E/2 NE/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 80 Acres

Tract 8

Lease Date: 3/30/1973
Recorded: Book 99, Page 149
Lessor: Draper Brantley Jr.
Original Lessee: Clifton Wilderspin
Description of land Pooled: Tract 8, NW/4 SE/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Lease Date: 3/30/1973
Recorded: Book 100, Page 405
Lessor: Claiborne M Power
Original Lessee: Clifton Wilderspin
Description of land Pooled: Tract 8, NW/4 SE/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Lease Date: 3/31/1978
Recorded: Book 156, Page 418
Lessor: Merland Incorporated
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 8, NW/4 SE/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Tract 9

Lease Date: 3/30/1973
Recorded: Book 99, Page 149
Lessor: Draper Brantley Jr.
Original Lessee: Clifton Wilderspin
Description of land Pooled: Tract 9, NE/4 SE/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Lease Date: 3/30/1973
Recorded: Book 100, Page 405
Lessor: Claiborne M Power
Original Lessee: Clifton Wilderspin
Description of land Pooled: Tract 9, NE/4 SE/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Lease Date: 3/31/1978
Recorded: Book 156, Page 418
Lessor: Merland Incorporated
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 9, NE/4 SE/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Tract 10

Lease Date: 04/03/1973
Recorded: Book 98, Page 62
Lessor: S. F. Williams
Original Lessee: Amoco Production
Description of land Pooled: Tract 10, SW/4 SE/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Lease Date: 04/03/1973
Recorded: Book 99, Page 127
Lessor: Roxie L Williams
Original Lessee: Amoco Production
Description of land Pooled: Tract 10, SW/4 SE/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Tract 11

Lease Date: 04/03/1973
Recorded: Book 98, Page 62
Lessor: S. F. Williams
Original Lessee: Amoco Production
Description of land Pooled: Tract 11, SE/4 SE/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Lease Date: 04/03/1973
Recorded: Book 99, Page 127
Lessor: Roxie L Williams
Original Lessee: Amoco Production
Description of land Pooled: Tract 11, SE/4 SE/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

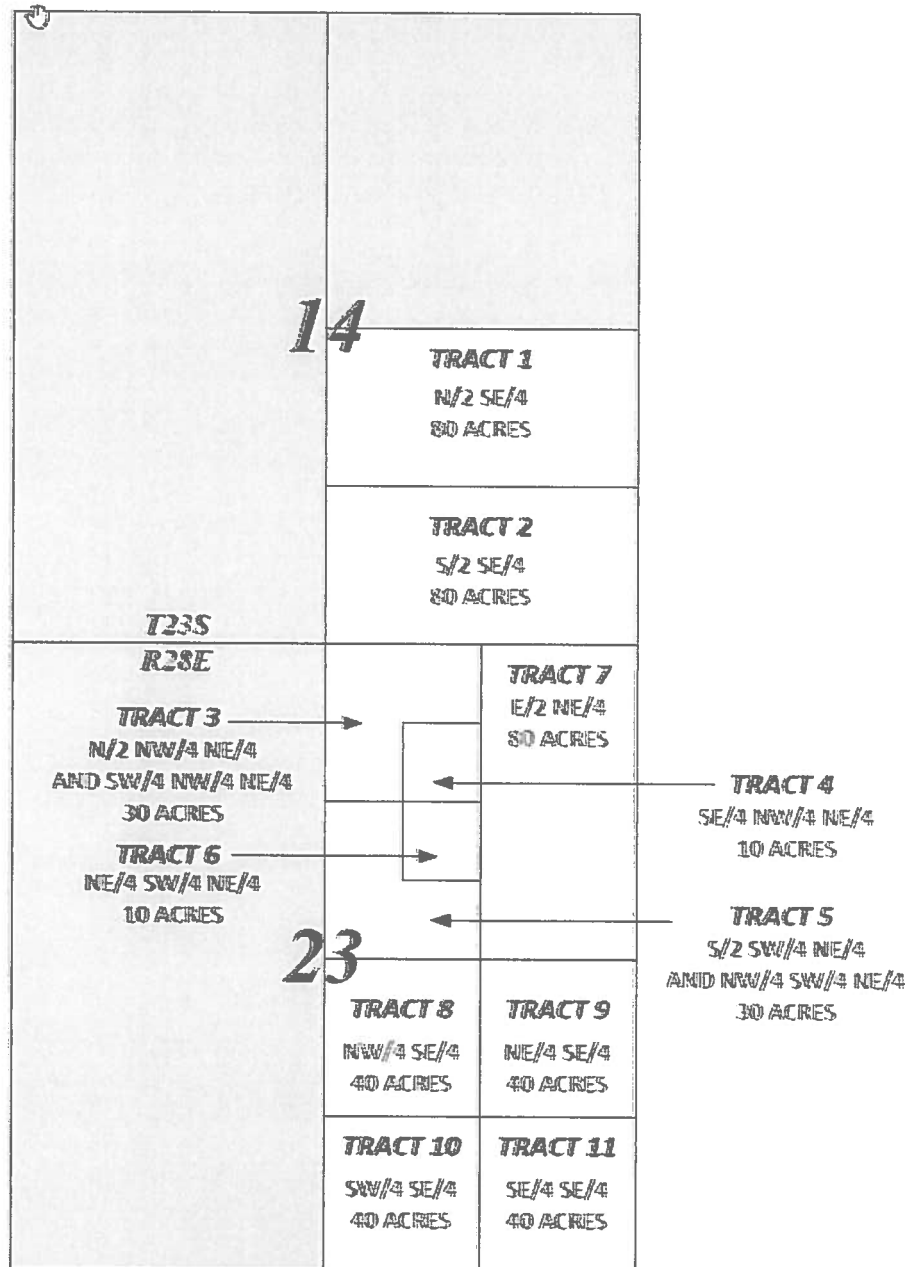
END OF EXHIBIT "A" - Pooled Leases

EXHIBIT "B " - Unit Acreage

Township 23 South, Range 28 East:
Section 14: SE/4

AND

Township 23 South, Range 28 East:
Section 23: E/2
Eddy County, New Mexico



RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	16.67%
2	80.00	16.67%
3	30.00	6.25%
4	10.00	2.08%
5	30.00	6.25%
6	10.00	2.08%
7	80.00	16.67%
8	40.00	8.33%
9	40.00	8.33%
10	40.00	8.33%
11	40.00	8.34%
Total	480.00	100.0000%

END OF EXHIBIT "B" – Unit Acreage

EXHIBIT "C" - Force Pool Order**STATE OF NEW MEXICO
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION****IN THE MATTER OF APPLICATION FOR
COMPULSORY POOLING SUBMITTED BY
CHEVRON U.S.A. INC****CASE NO. 21296
ORDER NO. R-21363****ORDER**

The Director of the New Mexico Oil Conservation Division ("OCD"), having heard this matter through a Hearing Examiner on June 11, 2020, and after considering the testimony, evidence, and recommendation of the Hearing Examiner, issues the following Order.

FINDINGS OF FACT

1. Chevron U.S.A. Inc ("Operator") submitted an application ("Application") to compulsory pool the uncommitted oil and gas interests within the spacing unit ("Unit") described in Exhibit A. The Unit is expected to be a standard horizontal spacing unit. 19.15.16.15(B) NMAC. Operator seeks to be designated the operator of the Unit.
2. Operator will dedicate the well(s) described in Exhibit A ("Well(s)") to the Unit.
3. Operator proposes the supervision and risk charges for the Well(s) described in Exhibit A.
4. Operator identified the owners of uncommitted interests in oil and gas minerals in the Unit and provided evidence that notice was given.
5. The Application was heard by the Hearing Examiner on the date specified above, during which Operator presented evidence through affidavits in support of the Application. No other party presented evidence at the hearing.

CONCLUSIONS OF LAW

6. OCD has jurisdiction to issue this Order pursuant to NMSA 1978, Section 70-2-17.
7. Operator is the owner of an oil and gas working interest within the Unit.
8. Operator satisfied the notice requirements for the Application and the hearing as required by 19.15.4.12 NMAC.

9. OCD satisfied the notice requirements for the hearing as required by 19.15.4.9 NMAC.
10. Operator has the right to drill the Well(s) to a common source of supply at the depth(s) and location(s) in the Unit described in Exhibit A.
11. The Unit contains separately owned uncommitted interests in oil and gas minerals.
12. Some of the owners of the uncommitted interests have not agreed to commit their interests to the Unit.
13. The pooling of uncommitted interests in the Unit will prevent waste and protect correlative rights, including the drilling of unnecessary wells.
14. This Order affords to the owner of an uncommitted interest the opportunity to produce his just and equitable share of the oil or gas in the pool.

ORDER

15. The uncommitted interests in the Unit are pooled as set forth in Exhibit A.
16. The Unit shall be dedicated to the Well(s) set forth in Exhibit A.
17. Operator is designated as operator of the Unit and the Well(s).
18. If the location of a well will be unorthodox under the spacing rules in effect at the time of completion, Operator shall obtain the OCD's approval for a non-standard location in accordance with 19.15.16.15(C) NMAC.
19. The Operator shall commence drilling the Well(s) within one year after the date of this Order, and complete each Well no later than one (1) year after the commencement of drilling the Well.
20. This Order shall terminate automatically if Operator fails to comply with Paragraph 19 unless Operator obtains an extension by amending this Order for good cause shown.
21. The infill well requirements in 19.15.13.9 NMAC through 19.15.13.12 NMAC shall be applicable.
22. Operator shall submit each owner of an uncommitted working interest in the pool ("Pooled Working Interest") an itemized schedule of estimated costs to drill, complete, and equip the well ("Estimated Well Costs").
23. No later than thirty (30) days after Operator submits the Estimated Well Costs, the owner of a Pooled Working Interest shall elect whether to pay its share of the Estimated Well Costs or its share of the actual costs to drill, complete and equip the

CASE NO. 21296
ORDER NO. R-21363

Page 2 of 7

well ("Actual Well Costs") out of production from the well. An owner of a Pooled Working Interest who elects to pay its share of the Estimated Well Costs shall render payment to Operator no later than thirty (30) days after the expiration of the election period, and shall be liable for operating costs, but not risk charges, for the well. An owner of a Pooled Working Interest who fails to pay its share of the Estimated Well Costs or who elects to pay its share of the Actual Well Costs out of production from the well shall be considered to be a "Non-Consenting Pooled Working Interest."

24. No later than one hundred eighty (180) days after Operator submits a Form C-105 for a well, Operator shall submit to each owner of a Pooled Working Interest an itemized schedule of the Actual Well Costs. The Actual Well Costs shall be considered to be the Reasonable Well Costs unless an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Reasonable Well Costs after public notice and hearing.
25. No later than sixty (60) days after the expiration of the period to file a written objection to the Actual Well Costs or OCD's order determining the Reasonable Well Costs, whichever is later, each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs shall pay to Operator its share of the Reasonable Well Costs that exceed the Estimated Well Costs, or Operator shall pay to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs its share of the Estimated Well Costs that exceed the Reasonable Well Costs.
26. The reasonable charges for supervision to drill and produce a well ("Supervision Charges") shall not exceed the rates specified in Exhibit A, provided however that the rates shall be adjusted annually pursuant to the COPAS form entitled "Accounting Procedure-Joint Operations."
27. No later than within ninety (90) days after Operator submits a Form C-105 for a well, Operator shall submit to each owner of a Pooled Working Interest an itemized schedule of the reasonable charges for operating and maintaining the well ("Operating Charges"), provided however that Operating Charges shall not include the Reasonable Well Costs or Supervision Charges. The Operating Charges shall be considered final unless an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Operating Charges after public notice and hearing.
28. Operator may withhold the following costs and charges from the share of production due to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs: (a) the proportionate share of the Supervision Charges; and (b) the proportionate share of the Operating Charges.

29. Operator may withhold the following costs and charges from the share of production due to each owner of a Non-Consenting Pooled Working Interest: (a) the proportionate share of the Reasonable Well Costs; (b) the proportionate share of the Supervision and Operating Charges; and (c) the percentage of the Reasonable Well Costs specified as the charge for risk described in Exhibit A.
30. Operator shall distribute a proportionate share of the costs and charges withheld pursuant to paragraph 29 to each Pooled Working Interest that paid its share of the Estimated Well Costs.
31. Each year on the anniversary of this Order, and no later than ninety (90) days after each payout, Operator shall provide to each owner of a Non-Consenting Pooled Working Interest a schedule of the revenue attributable to a well and the Supervision and Operating Costs charged against that revenue.
32. Any cost or charge that is paid out of production shall be withheld only from the share due to an owner of a Pooled Working Interest. No cost or charge shall be withheld from the share due to an owner of a royalty interests. For the purpose of this Order, an unleased mineral interest shall consist of a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest.
33. Except as provided above, Operator shall hold the revenue attributable to a well that is not disbursed for any reason for the account of the person(s) entitled to the revenue as provided in the Oil and Gas Proceeds Payment Act, NMSA 1978, Sections 70-10-1 *et seq.*, and relinquish such revenue as provided in the Uniform Unclaimed Property Act, NMSA 1978, Sections 7-8A-1 *et seq.*
34. The Unit shall terminate if (a) the owners of all Pooled Working Interests reach a voluntary agreement; or (b) the well(s) drilled on the Unit are plugged and abandoned in accordance with the applicable rules. Operator shall inform OCD no later than thirty (30) days after such occurrence.
35. OCD retains jurisdiction of this matter for the entry of such orders as may be deemed necessary.

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



ADRIENNE SANDOVAL
DIRECTOR
AES/tgw

Date: 6/17/2020

CASE NO. 21296
ORDER NO. R-21363

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Exhibit "A"


COMPULSORY POOLING APPLICATION CHECKLIST (pdf)	
ALL INFORMATION IN THE APPLICATION MUST BE SUPPORTED BY SIGNED AFFIDAVITS	
Case: 21296	APPLICANT'S RESPONSE
Date: June 11, 2020	
Applicant	Chevron U.S.A. Inc.
Designated Operator & OGRID (affiliation if applicable)	Chevron U.S.A. Inc. (OGRID No. 4323)
Applicant's Counsel:	Holland & Hart LLP
Case Title:	APPLICATION OF CHEVRON U.S.A. INC. FOR COMPULSORY POOLING, EDDY COUNTY, NEW MEXICO
Entries of Appearance/Intervenors:	NA
Well Family	CB BERU 23 14 FEE 06 wells
Formation/Pool	
Formation Name(s) or Vertical Extent:	Wolfcamp
Primary Product (Oil or Gas):	Gas
Pooling this vertical extent:	Wolfcamp formation
Pool Name and Pool Code:	Purple Sage; Wolfcamp (Gas) Pool [Pool Code 98220]
Well Location Setback Rules:	Purple Sage; Wolfcamp (Gas) Pool Rules
Spacing Unit Size:	480 acres, more or less
Spacing Unit	
Type (Horizontal/Vertical)	Horizontal
Size (Acres)	480 acres, more or less
Building Blocks:	quarter sections
Orientation:	North/South
Description: TRS/County	E/2 of Section 23 and the SE/4 of Section 14, Township 23 South, Range 28 East, NMPM, Eddy County, New Mexico
Standard Horizontal Well Spacing Unit (Y/N), If No, describe	Yes
Other Situations	
Depth Severance: Y/N. If yes, description	No
Proximity Tracts: If yes, description	No
Proximity Defining Well: if yes, description	N/A
Applicant's Ownership in Each Tract	Exhibit C-3
Well(s)	
Name & API (if assigned), surface and bottom hole location, footages, completion target, orientation, completion status (standard or non-standard)	

BEFORE THE OIL CONSERVATION DIVISION
 Santa Fe, New Mexico
 Exhibit No. A
 Submitted by: Chevron U.S.A. Inc.
 Hearing Date June 11, 2020
 Case No 21296

CASE NO. 21296
 ORDER NO. R-21363

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Well #1	<p>CB BERU 23 14 FEE 06 Well No. 401H, API No. 30-015-46928 SHL:470 feet from the south line and 925 feet from the east line, SE/4 SE/4 (Unit P) of Section 23, Township 23 South, Range 28 East, NMPM. BHL:2615 feet from the South line and 2310 feet from the east line, SW/4 NE/4 (Unit G) of Section 14, Township 23 South, Range 28 East, NMPM.</p> <p>Completion Target: Wolfcamp Well Orientation:South to North Completion Location expected to be:standard</p>
Well #2	<p>CB BERU 23 14 FEE 06 Well No. 402H, API No. 30-015-46929 SHL:470 feet from the south line and 875 feet from the east line, SE/4 SE/4 (Unit P) of Section 23, Township 23 South, Range 28 East, NMPM. BHL:2615 feet from the South line and 1260 feet from the east line, SE/4 NE/4 (Unit H) of Section 14, Township 23 South, Range 28 East, NMPM.</p> <p>Completion Target: Wolfcamp Well Orientation:South to North Completion Location expected to be:standard</p>
Well #3	<p>CB BERU 23 14 FEE 06 Well No. 403H, API No. 30-015-46930 SHL:470 feet from the south line and 825 feet from the east line, SE/4 SE/4 (Unit P) of Section 23, Township 23 South, Range 28 East, NMPM. BHL:2615 feet from the South line and 330 feet from the east line, SE/4 NE/4 (Unit H) of Section 14, Township 23 South, Range 28 East, NMPM.</p> <p>Completion Target: Wolfcamp Well Orientation:South to North Completion Location expected to be:standard</p>
Horizontal Well First and Last Take Points	Exhibit C-1
Completion Target (Formation, TVD and MD)	Exhibit C-4
AFE Capex and Operating Costs	
Drilling Supervision/Month \$	\$8,000
Production Supervision/Month \$	\$800
Justification for Supervision Costs	Exhibit C, C-4
Requested Risk Charge	Exhibit C
Notice of Hearing	
Proposed Notice of Hearing	Exhibit B
Proof of Mailed Notice of Hearing (20 days before hearing)	Exhibit E
Proof of Published Notice of Hearing (10 days before hearing)	Exhibit F
Ownership Determination	
Land Ownership Schematic of the Spacing Unit	Exhibit C-3
Tract List (including lease numbers and owners)	Exhibit C-3
Pooled Parties (including ownership type)	Exhibit C-3

Unlocatable Parties to be Pooled	Exhibit C
Ownership Depth Severance (including percentage above & below)	None
Joinder	
Sample Copy of Proposal Letter	Exhibit C-4
List of Interest Owners (ie Exhibit A of JOA)	Exhibit C-3
Chronology of Contact with Non-Joined Working Interests	Exhibit C-5
Overhead Rates In Proposal Letter	Exhibit C-4
Cost Estimate to Drill and Complete	Exhibit C-4
Cost Estimate to Equip Well	Exhibit C-4
Cost Estimate for Production Facilities	Exhibit C-4
Geology	
Summary (including special considerations)	Exhibit D
Spacing Unit Schematic	Exhibit D, D-2
Gunbarrel/Lateral Trajectory Schematic	Exhibit D-2
Well Orientation (with rationale)	Exhibit D, D-2, D-3, D-4
Target Formation	Exhibit D, D-2, D-3, D-4
HSU Cross Section	Exhibit D, D-3, D-4
Depth Severance Discussion	N/A
Forms, Figures and Tables	
C-102	Exhibit C-1
Tracts	Exhibit C-2
Summary of Interests, Unit Recapitulation (Tracts)	Exhibit C-3
General Location Map (including basin)	Exhibit D-1
Well Bore Location Map	Exhibit D-1, D-2
Structure Contour Map - Subsea Depth	Exhibit D-2
Cross Section Location Map (including wells)	Exhibit D, D-3, D-4
Cross Section (including Landing Zone)	Exhibit D, D-3, D-4
Additional Information	
CERTIFICATION: I hereby certify that the information provided in this checklist is complete and accurate.	
Printed Name (Attorney or Party Representative):	Kaitlyn A. Luck
Signed Name (Attorney or Party Representative):	
Date:	9-Jun-20

END OF EXHIBIT "C" - Force Pool Order

CASE NO. 21296
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DECLARATION OF UNIT

CB CAL 25 36 STATE COMM 08 E/2 W/2 BS

STATE OF NEW MEXICO

COUNTY OF EDDY

The undersigned, by virtue of the authority conferred in the oil, gas and mineral leases listed on Exhibit A-Pooled Leases ("Leases"), do hereby pool, consolidate, combine, and unitize the Leases, insofar as the Leases cover production from the land described in Exhibit B-Unit Acreage ("Unit Acreage") and do pool, consolidate, combine, and unitize the royalties, working interests, overriding royalties, production payments, and all other interests pertaining to the Leases and the Unit Acreage and production therefrom, insofar and only insofar as the Leases and other interests cover and include all oil, gas, and other related hydrocarbons produced from a well on the Unit as herein described ("Unitized Substance"), in and under the Unit Acreage from the subsurface interval known as the Bone Spring formation beneath the Unit Acreage ("Unitized Interval"), so as to form a single operating production unit for the production of Unitized Substances. As used herein, the words "include(s)" and "including" are not limiting but are terms of enlargement so other items or components are includable although not specifically expressed.

- 1) Production of Unitized Substances. The production of Unitized Substances from any part of the Unit Acreage, insofar as the Unit Acreage covers the Unitized Interval, will constitute production of such Unitized Substances from all of the Leases contained in the Unit. Drilling or reworking operations or other operations conducted on the Unit for the production of Unitized Substances, will constitute operations for the production of Unitized Substances on all of the Leases and Unit Acreage.
- 2) Description of Unit. The unit formed hereby shall be known as the CB CAL 25 36 STATE COMM 08 E/2 W/2 BS ("Unit") containing 320 acres of land, more or less, described as the E/2 W/2 of Section 25, Township 23 South, Range 28 East, and the E/2 W/2 of Section 36, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico. The Contract Area is hereby limited in depth from the stratigraphic equivalent of the top of the Bone Spring formation, as seen at 6,325 feet beneath the surface, to the stratigraphic equivalent of the base of the Bone Spring formation, as seen at 9,633 feet beneath the surface, as shown in that certain Schlumberger Gamma Ray and Dual Laterolog/MSFL, dated November 10, 1978, in the Williams Gas Com #1 (API # 30-015322646), located in Section 25, Township 23 South, Range 28 East, Eddy County, New Mexico.
- 3) Distribution of Interests. All Unitized Substances produced from any well on the Unit shall be allocated proportionately among all of the tracts within the Unit proportionate to the number of acres in each tract included in the Unit bears to the total number of acres in the Unit. All working interests, royalties, overriding

royalties, production payments, and all other interests in the Leases shall be computed on the basis of the respective interests in the production allocated to the tract or tracts in which those interests are owned.

- 4) Acceptance of Terms. All parties owning any interest in the oil, gas, and other related hydrocarbons in and under the Unit Acreage who execute this instrument or a counterpart thereof, or who ratify the same, or who hereafter acquire an interest in the Unit Acreage subject to the terms hereof, hereby adopt and confirm the creation of the Unit and agree to all of the terms hereof, and covenant that any leases or assignments affecting their interests are amended to the extent necessary to authorize the formation of the Unit and conform to all of the terms hereof. In the event the owners of the Leases, or their respective heirs, successors, or assigns, own any lease or interest in a lease covering lands within the Unit Acreage other than those listed on Exhibit A, or any unleased interest in the Unit Acreage, the same is hereby pooled into the Unit without the necessity of specifically enumerating that lease or interest and the specific land it covers.
- 5) No Cross-Conveyance. Notwithstanding anything to the contrary herein, this instrument does not cause or intend to cause any cross-assignment or cross conveyance of any lease or interest covered hereby.
- 6) Effective Date. The Unit is effective as of March 5, 2020 or from the date of first production from the Unitized Interval, whichever first occurs (the "Effective Date"), and will remain in effect so long thereafter as Unitized Substances are produced from the Unit or as long as drilling, reworking, plugging back, or sidetracking operations are conducted on any well on Unit Acreage completed in or targeted for the Unitized Interval, with no cessation of more than 60 consecutive days, and if any such operations result in the production of Unitized Substances, for so long thereafter as the same are produced, or such operations are again commenced within 60 days from the cessation of production. It will be considered that Unitized Substances are being produced in paying quantities while a well is shut in on the Unit and the lessees of the Leases pay or tender shut-in rentals or royalties in accordance with the terms of the Leases or otherwise perpetuate the Leases pursuant to each of their respective terms and conditions.
- 7) Right to Amend. The undersigned reserve the continuing right to amend, correct, or alter this instrument and the Unit including increasing, decreasing, or changing the configuration of the unit acreage, and relocating or changing the Unitized Interval, at any time and from time to time after the original formation hereof. Any such amendment must be in writing, signed by the parties bound hereby and filed for record in Eddy County, New Mexico.
- 8) Counterparts. For convenience, this instrument may be executed in multiple counterparts, with each separate counterpart constituting a valid and binding instrument. Each of the undersigned agree that for recording purposes their

respective signature pages and acknowledgements may be removed from their respective counterpart and attached to a single Declaration of Unit.

- 9) Compulsory Pooled Interest. Pursuant to that certain Compulsory Pooling Order No. R-21231 dated March 5, 2020, and attached as Exhibit C – Compulsory Pooling Order to this Declaration of Unit, all uncommitted working interests, royalty interests, overriding royalty interests, and other interests, whatever they may be, in the oil and gas in the Bone Spring formation underlying the Unit Acreage have been effectively pooled.

IN WITNESS WHEREOF, this Declaration of Unit is executed by the undersigned on the respective dates set opposite their names below, but is effective as of the date hereinabove provided.

OPERATOR:

CHEVRON U.S.A. INC.

3/24/2022

By: IRVIN R. GUTIERREZ

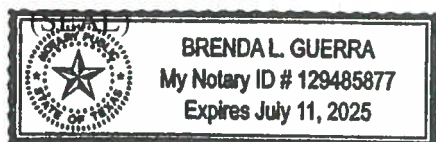
Date

Operator/Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF Texas)
) ss.
COUNTY OF Harris)

On this 29 day of March, 2022, before me, a Notary Public for the State of New Mexico, personally appeared IRVIN R. GUTIERREZ, known to me to be the Attorney-In-Fact of Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.



My Commission Expires

Brenda L Guerra
Notary Public

NON-OPERATOR:

KAISER-FRANCIS OIL COMPANY

Date

By: _____
Name:
Its:

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2022, before me, a Notary Public for the State of New Mexico, personally appeared _____, known to me to be the _____ of Kaiser-Francis Oil Company, a _____, on behalf of the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

EXHIBIT "A" - Pooled Leases

Attached to and made a part of that certain Declaration of Unit covering the E/2 W/2 of Section 25, Township 23 South, Range 28 East, and the E/2 W/2 of Section 36, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico., containing 320 Acres more or less.

The Contract Area is hereby limited in depth from the stratigraphic equivalent of the top of the Bone Spring formation, as seen at 6,325 feet beneath the surface, to the stratigraphic equivalent of the base of the Bone Spring formation, as seen at 9,633 feet beneath the surface, as shown in that certain Schlumberger Gamma Ray and Dual Laterolog/MSFL, dated November 10, 1978, in the Williams Gas Com #1 (API # 30-015322646), located in Section 25, Township 23 South, Range 28 East, Eddy County, New Mexico.

Oil and Gas Leases subject to this Agreement:

Tract 1

Lease Date:	4/3/1973
Recorded:	Book 98, Page 62
Lessor:	S.F. Williams, aka Stephen Frank Williams
Original Lessee:	Clifton Wilderspin
Description of land Pooled:	Tract 1, N/2 NE/4 NW/4 and N/2 S/2 NE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other land.
Number of Acres:	30 acres
Lease Date:	4/3/1973
Recorded:	Book 99, Page 127
Lessor:	Roxie L. Williams
Original Lessee:	Clifton Wilderspin
Description of land Pooled:	Tract 1, N/2 NE/4 NW/4 and N/2 S/2 NE/4 NW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other land.
Number of Acres:	30 acres

Tract 2a and 2b

Lease Date: 1/9/1978
Recorded: Book 154, Page 144
Lessor: Earl B. Guitar et al
Original Lessee: Maddox Energy Corporation
Description of land Pooled: Tract 2a and 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, SW/4 SE/4 NW/4, N/2 SE/4 NW/4 and S/2 S/2 NE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 65 Acres

Lease Date: 1/9/1978
Recorded: Book 154, Page 155
Lessor: Pardue Farms
Original Lessee: Maddox Energy Corporation
Description of land Pooled: Tract 2a and 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, SW/4 SE/4 NW/4, N/2 SE/4 NW/4 and S/2 S/2 NE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 65 Acres

Tract 2b (only)

Lease Date: 4/18/1990, effective 4/11/1990
Recorded: Book 67, Page 841
Lessor: Pardue Farms
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/24/1990, effective 4/11/1990
Recorded: Book 68, Page 67
Lessor: Betty Witherspoon Nevill, Trustee of the Gayle Nevill Trust and Virginia Nevill Trust
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/3/1990, effective 4/11/1990
Recorded: Book 68, Page 71
Lessor: Jack G. Woods
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 11/12/1991, effective 4/11,1990
Recorded: Book 116, Page 481
Lessor: Jan Carsey
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 5/2/1990, effective 4/11/1990
Recorded: Book 69, Page 1175
Lessor: Marilyn J. G. Galusha
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/25/1990, effective 4/11/1990
Recorded: Book 69, Page 1179
Lessor: Leslie D. Guitar
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 5/1/1990, effective 4/11/1990
Recorded: Book 69, Page 1185
Lessor: Repps B. Guitar, Jr.
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 5/1/1990, effective 4/11/1990
Recorded: Book 69, Page 1189
Lessor: John Guitar, III
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/23/1990, effective 4/11/1990
Recorded: Book 69, Page 1191
Lessor: Barbara Lee Backman
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/23/1990, effective 4/11/1990
Recorded: Book 69, Page 1197
Lessor: Ruth Guitar Murchison
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/24/1990, effective 4/11/1990
Recorded: Book 69, Page 1199
Lessor: Earl Guitar, Jr.
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/24/1990, effective 4/11/1990
Recorded: Book 70, Page 3
Lessor: Earl Guitar
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/24/1990, effective 4/11/1990
Recorded: Book 70, Page 7
Lessor: Phillip E. Guitar
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 5/3/1990, effective 4/11/1990
Recorded: Book 70, Page 442
Lessor: James Minor Alexander
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 5/3/1990, effective 4/11/1990
Recorded: Book 70, Page 446
Lessor: Martha Jane Alexander Rhodes
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/29/1990, effective 4/11/1990
Recorded: Book 70, Page 450
Lessor: Laura Woods Gall
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 5/3/1990, effective 4/11/1990
Recorded: Book 70, Page 590
Lessor: Jeri Alexander Lott
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 11/12/1991, effective 4/11/1990
Recorded: Book 116, Page 477
Lessor: Guy P. Witherspoon, III
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/11/1990, effective 4/1990
Recorded: Book 116, Page 485
Lessor: James Kelly Polk, Ancillary Personal Representative of the Estate of Mary Guitar Polk
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 6/14/1990, effective 4/11/1990
Recorded: Book 71, Page 966
Lessor: Laura Jean Hofer
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 6/15/1990, effective 4/11/1990
Recorded: Book 72, Page 358
Lessor: Dennis Woods, Jr.
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 6/28/1990, Page 4/11/1990
Recorded: Book 73, Page 119
Lessor: Pressley H. Guitar
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 8/14/1990, effective 4/11/1990
Recorded: Book 75, Page 946
Lessor: John Guitar Witherspoon, Trustee of the John Guitar Witherspoon, Jr. Trust
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 8/14/1990, effective 4/11/1990
Recorded: Book 75, Page 950
Lessor: John Guitar Witherspoon, Trustee of the Whitten Guitar Witherspoon Trust
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 8/14/1990, effective 4/11/1990
Recorded: Book 75, Page 954
Lessor: John Guitar Witherspoon, Trustee of the Brett Guitar Witherspoon Trust
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 8/14/1990, effective 4/11/1990
Recorded: Book 75, Page 959
Lessor: John Guitar Witherspoon, Trustee of the Wende Guitar Witherspoon Trust
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Tract 3

Lease Date: 8/17/1978
Recorded: Book 162, Page 534
Lessor: Ruby Rogers
Original Lessee: Robert W. Coleman
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 9/26/1978
Recorded: Book 164, Page 629
Lessor: Charline Watson and Harry A. Watson
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/22/1978
Recorded: Book 164, Page 617
Lessor: Marion L. Swearingen and Lenora Swearingen
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/17/1978
Recorded: Book 162, Page 302
Lessor: Rita J. Evert Trust
Original Lessee: Robert W. Coleman
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/17/1978
Recorded: Book 162, Page 304
Lessor: James A. Collier
Original Lessee: Robert W. Coleman
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/17/1978
Recorded: Book 162, Page 536
Lessor: Louise M. Richardson
Original Lessee: Robert W. Coleman
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/28/1978
Recorded: Book 164, Page 625
Lessor: Elizabeth Major and John Major
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/28/1978
Recorded: Book 164, Page 625
Lessor:
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/22/1978
Recorded: Book 164, Page 621
Lessor: Ernest L. Redford and Fern Redford
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/22/1978
Recorded: Book 164, Page 615
Lessor: Homer A. Swearingen
Original Lessee: Amoco Production Company
Description of

land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.

Number of Acres: 10 Acres

Lease Date: 8/10/1978
Recorded: Book 161, Page 521
Lessor: Addie Swearingen
Original Lessee: James H. Isbell
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.

Number of Acres: 10 Acres

Lease Date: 8/22/1978
Recorded: Book 164, Page 619
Lessor: Pauline R. Swearingen
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.

Number of Acres: 10 Acres

Lease Date: 8/29/1978
Recorded: Book 164, Page 627
Lessor: Birdie F. Coryell
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.

Number of Acres: 10 Acres

Lease Date: 8/28/1978
Recorded: Book 164, Page 623
Lessor: Vera Hadsell
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.

Number of Acres: 10 Acres

Lease Date: 8/20/2008
Recorded: Instrument No. 0812326
Lessor: Peggie Sue Lawson
Original Lessee: Chesapeake Exploration, LLC
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.

Number of Acres: 10 Acres

Lease Date: 7/21/2008
Recorded: Instrument No. 0812755
Lessor: Kenneth W. and Christine Brown
Original Lessee: Chesapeake Exploration, LLC
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/20/2008
Recorded: Instrument No. 0811761
Lessor: Landa M. Harrel and Dan Harrel
Original Lessee: Chesapeake Exploration, LLC
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 1/8/2018, effective 12/27/2017
Recorded: Book 1105, Page 863
Lessor: Betty A. Biery, Trustee of the Meredith E. Hardgrave and Helen Joyce Hardgrave Revocable Living Trust dated May 12, 1995
Original Lessee: Kaiser-Francis Oil Company
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 9/20/2018
Recorded: Book 1115, Page 337
Lessor: Carla K. White, Trustee of the Terry & Carla White Trust dated May 7, 2012
Original Lessee: Kaiser-Francis Oil Company
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 12/4/1991, effective 11/22/1991
Recorded: Book 147, Page 552
Lessor: Anna Pauline Swearingen
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 1/15/1992, effective 12/4/1991
Recorded: Book 147, Page 554
Lessor: Sheryl S. Collins, dealing in her sole and separate property, and Sheryl S. Collins and Craig E. Collins, husband and wife.
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 12/16/1991, effective 12/4/1991
Recorded: Book 147, Page 556
Lessor: M.D. Vandaveer and Lois Vandaveer
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: February 28, 1992, effective February 17, 1992
Recorded: Book 147, Page 558
Lessor: Jonathan J. Peden
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 11/26/1991, effective 11/22/1991
Recorded: Book 147, Page 560
Lessor: Howard Swearingen
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 11/26/1991, effective 11/22/1991
Recorded: Book 147, Page 562
Lessor: Florence Swearingen
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 12/3/1993, effective 11/22/1991
Recorded: Book 148, Page 653
Lessor: Glen Swearingen
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
- **Number of Acres:** 10 Acres

Tract 4

Lease Date: 3/15/1990
Recorded: Book 67, Page 400
Lessor: United States of America – Farmer's Home Administration
Original Lessee: Craig Hubbard
Description of land Pooled: Tract 4, W/2 NE/4 SW/4, W/2 E/2 NE/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 30 Acres

Lease Date: 9/15/1988
Recorded: Book 33, Page 374
Lessor: Johnnie Giovengo, Sr. et al
Original Lessee: T. Verne Dwyer
Description of land Pooled: Tract 4, W/2 NE/4 SW/4, W/2 E/2 NE/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 30 Acres

Tract 5

Lease Date: 6/28/1991
Recorded: Book 99, Page 752
Lessor: Kerr-McGee Corporation
Original Lessee: Read & Stevens, Inc.
Description of land Pooled: Tract 5, E/2 NE/4 NE/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 5 Acres

Tract 6

Lease Date: 8/14/1990
Recorded: Book 76, Page 212
Lessor: Martha Joy Stribling, Family Trustee et al
Original Lessee: BK Energy Company
Description of land Pooled: Tract 6, W/2 SE/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Lease Date: 8/14/1990
Recorded: Book 76, Page 214
Lessor: L.P. Williams and Doris Williams
Original Lessee: BK Energy Company
Description of land Pooled: Tract 6, W/2 SE/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Lease Date: 8/14/1990
Recorded: Book 76, Page 216
Lessor: Lovella Kilman and Lisa Breaux, aka Lisa Williams
Original Lessee: BK Energy Company
Description of land Pooled: Tract 6, W/2 SE/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Tract 7

Lease Date: 4/01/1971
Recorded: Book 86, Page 713
Lessor: State of New Mexico L-5364
Original Lessee: L.D. Williams & Glen B. Williams
Description of land Pooled: Tract 7, E/2 W/2 of Section 36, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 160 Acres

END OF EXHIBIT "A" - Pooled Leases

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	30.00	9.375%
2a and 2b	65.00	20.3125%
3	10.00	3.125%
4	30.00	9.375%
5	5.00	1.5625%
6	20.00	6.25%
6	160.00	50.0%
Total	320.00	100.00%

END OF EXHIBIT "B" – Unit Acreage

EXHIBIT "C" - Force Pool Order

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

**IN THE MATTER OF APPLICATION FOR
COMPULSORY POOLING SUBMITTED BY
[CHEVRON U.S.A. INC]**

CASE NO. 21124

ORDER NO. R-21229

ORDER

The Director of the New Mexico Oil Conservation Division ("OCD"), having heard this matter through a Hearing Examiner on [March 5, 2020], and after considering the testimony, evidence, and recommendation of the Hearing Examiner, issues the following Order.

FINDINGS OF FACT

1. [Chevron U.S.A. Inc] ("Operator") submitted an application ("Application") to compulsory pool the uncommitted oil and gas interests within the spacing unit ("Unit") described in Exhibit A. The Unit is expected to be a standard horizontal spacing unit. 19.15.16.15(B) NMAC. Operator seeks to be designated the operator of the Unit.
2. Operator will dedicate the well(s) described in Exhibit A ("Well(s)") to the Unit.
3. Operator proposes the supervision and risk charges for the Well(s) described in Exhibit A.
4. Operator identified the owners of uncommitted interests in oil and gas minerals in the Unit and provided evidence that notice was given.
5. The Application was heard by the Hearing Examiner on the date specified above, during which Operator presented evidence through affidavits in support of the Application. No other party presented evidence at the hearing.

CONCLUSIONS OF LAW

6. OCD has jurisdiction to issue this Order pursuant to NMSA 1978, Section 70-2-17.
7. Operator is the owner of an oil and gas working interest within the Unit.
8. Operator satisfied the notice requirements for the Application and the hearing as required by 19.15.4.12 NMAC.
9. OCD satisfied the notice requirements for the hearing as required by 19.15.4.9 NMAC.

10. Operator has the right to drill the Well(s) to a common source of supply at the depth(s) and location(s) in the Unit described in Exhibit A.
11. The Unit contains separately owned uncommitted interests in oil and gas minerals.
12. Some of the owners of the uncommitted interests have not agreed to commit their interests to the Unit.
13. The pooling of uncommitted interests in the Unit will prevent waste and protect correlative rights, including the drilling of unnecessary wells.
14. This Order affords to the owner of an uncommitted interest the opportunity to produce his just and equitable share of the oil or gas in the pool.

ORDER

15. The uncommitted interests in the Unit are pooled as set forth in Exhibit A.
16. The Unit shall be dedicated to the Well(s) set forth in Exhibit A.
17. Operator is designated as operator of the Unit and the Well(s).
18. If the location of a well will be unorthodox under the spacing rules in effect at the time of completion, Operator shall obtain the OCD's approval for a non-standard location in accordance with 19.15.16.15(C) NMAC.
19. The Operator shall commence drilling the Well(s) within one year after the date of this Order, and complete each Well no later than one (1) year after the commencement of drilling the Well.
20. This Order shall terminate automatically if Operator fails to comply with Paragraph 19 unless Operator obtains an extension by an amendment of this Order for good cause shown.
21. The infill well requirements in 19.15.13.9 NMAC through 19.15.13.12 NMAC shall be applicable.
22. Operator shall submit to each owner of an uncommitted working interest in the pool ("Pooled Working Interest") an itemized schedule of estimated costs to drill, complete, and equip the well ("Estimated Well Costs").
23. No later than thirty (30) days after Operator submits the Estimated Well Costs, the owner of a Pooled Working Interest shall elect whether to pay its share of the Estimated Well Costs or its share of the actual costs to drill, complete and equip the well ("Actual Well Costs") out of production from the well. An owner of a Pooled

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Working Interest who elects to pay its share of the Estimated Well Costs shall render payment to Operator no later than thirty (30) days after the expiration of the election period, and shall be liable for operating costs, but not risk charges, for the well. An owner of a Pooled Working Interest who fails to pay its share of the Estimated Well Costs or who elects to pay its share of the Actual Well Costs out of production from the well shall be considered to be a "Non-Consenting Pooled Working Interest."

24. No later than one hundred eighty (180) days after Operator submits a Form C-105 for a well, Operator shall submit to OCD and each owner of a Pooled Working Interest an itemized schedule of the Actual Well Costs. The Actual Well Costs shall be considered to be the Reasonable Well Costs unless OCD or an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If OCD or an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Reasonable Well Costs after public notice and hearing.
25. No later than sixty (60) days after the expiration of the period to file a written objection to the Actual Well Costs or OCD's order determining the Reasonable Well Costs, whichever is later, each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs shall pay to Operator its share of the Reasonable Well Costs that exceed the Estimated Well Costs, or Operator shall pay to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs its share of the Estimated Well Costs that exceed the Reasonable Well Costs.
26. The reasonable charges for supervision to drill and produce a well ("Supervision Charges") shall not exceed the rates specified in Exhibit A, provided however that the rates shall be adjusted annually pursuant to the COPAS form entitled "Accounting Procedure-Joint Operations."
27. No later than within ninety (90) days after Operator submits a Form C-105 for a well, Operator shall submit to OCD and each owner of a Pooled Working Interest an itemized schedule of the reasonable charges for operating and maintaining the well ("Operating Charges"), provided however that Operating Charges shall not include the Reasonable Well Costs or Supervision Charges. The Operating Charges shall be considered final unless OCD or an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If OCD or an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Operating Charges after public notice and hearing.
28. Operator may withhold the following costs and charges from the share of production due to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs: (a) the proportionate share of the Supervision Charges; and (b) the proportionate share of the Operating Charges.

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29. Operator may withhold the following costs and charges from the share of production due to each owner of a Non-Consenting Pooled Working Interest: (a) the proportionate share of the Reasonable Well Costs; (b) the proportionate share of the Supervision and Operating Charges; and (c) the percentage of the Reasonable Well Costs specified as the charge for risk described in Exhibit A.
30. Operator shall distribute a proportionate share of the costs and charges withheld pursuant to paragraph 29 to each Pooled Working Interest that paid its share of the Estimated Well Costs.
31. Each year on the anniversary of this Order, and no later than ninety (90) days after each payout, Operator shall provide to OCD and each owner of a Non-Consenting Pooled Working Interest a schedule of the revenue attributable to a well and the Supervision and Operating Costs charged against that revenue.
32. Any cost or charge that is paid out of production shall be withheld only from the share due to an owner of a Pooled Working Interest. No cost or charge shall be withheld from the share due to an owner of a royalty interests. For the purpose of this Order, an unleased mineral interest shall consist of a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest.
33. Except as provided above, Operator shall hold the revenue attributable to a well that is not disbursed for any reason for the account of the person(s) entitled to the revenue as provided in the Oil and Gas Proceeds Payment Act, NMSA 1978, Sections 70-10-1 *et seq.*, and relinquish such revenue as provided in the Uniform Unclaimed Property Act, NMSA 1978, Sections 7-8A-1 *et seq.*
34. The Unit shall terminate if (a) the owners of all Pooled Working Interests reach a voluntary agreement; or (b) the well(s) drilled on the Unit are plugged and abandoned in accordance with the applicable rules. Operator shall inform OCD no later than thirty (30) days after such occurrence.
35. OCD retains jurisdiction of this matter for the entry of such orders as may be deemed necessary.

STATE OF NEW MEXICO
OIL CONSERVATION DIVISION


ADRIENNE SANDOVAL
DIRECTOR
AES/jag

Date: 4/02/2020

CASE NO. 21124
ORDER NO. R-21229

Exhibit A


COMPULSORY POOLING APPLICATION CHECKLIST (pdf)	
ALL INFORMATION IN THE APPLICATION MUST BE SUPPORTED BY SIGNED AFFIDAVITS	
Case: 21124	APPLICANT'S RESPONSE
Date: March 5, 2020	
Applicant	Chevron U.S.A. Inc.
Designated Operator & OGRID (affiliation if applicable)	Chevron U.S.A. Inc. (OGRID No. 4323)
Applicant's Counsel:	Holland & Hart LLP
Case Title:	APPLICATION OF CHEVRON U.S.A. INC. FOR COMPULSORY POOLING, EDDY COUNTY, NEW MEXICO
Entries of Appearance/Intervenors:	Kaiser-Francis Oil Company
Well Family	CB CAL 25 36 State Corn 08 wells
Formation/Pool	
Formation Name(s) or Vertical Extent:	Bone Spring
Primary Product (Oil or Gas):	Oil
Pooling this vertical extent:	Bone Spring formation
Pool Name and Pool Code:	Culebra Bluff; Bone Spring, South Pool (Pool Code 15011)
Well Location Setback Rules:	Statewide Horizontal well rules
Spacing Unit Size:	320 acres, more or less
Spacing Unit	
Type (Horizontal/Vertical)	Horizontal
Size (Acres)	320 acres, more or less
Building Blocks:	quarter-quarter sections
Orientation:	North/South
Description: TRS/County	E/2 W/2 of Sections 25 and 36, Township 23 South, Range 28 East, NMPM, Eddy County, New Mexico
Standard Horizontal Well Spacing Unit (Y/N), if No, describe	Yes
Other Situations	
Depth Severance: Y/N. If yes, description	No
Proximity Tracts: If yes, description	No
Proximity Defining Well: if yes, description	N/A
Applicant's Ownership in Each Tract	Exhibit C-3
Well(s)	
Name & API (if assigned), surface and bottom hole location, footages, completion target, orientation, completion status (standard or non-standard)	

BEFORE THE OIL CONSERVATION DIVISION
 Santa Fe, New Mexico
 Exhibit No. A
 Submitted by: Chevron U.S.A. Inc.
 Hearing Date: March 05, 2020
 Case Nos. 21124-21125

CASE NO. 21124
 ORDER NO. R-21229

Well #1	<p>Oil Well No. 25, Spacing Unit 25, Well No. 25, API No. 50-015-46815 54-234 feet from the North line and 659 feet from the West line. (Unit C) of Section 15, Township 23 South, Range 28 East, N46PM. 54-234 feet from the South line and 2540 feet from the West line. (Unit N) of Section 36, Township 23 South, Range 28 East, N46PM.</p> <p>Completion Target: Bone Spring at approx 7,250 feet TVD. Well Orientation: North to South. Completion Location: expected to be standard.</p>
Well #2	<p>Oil Well No. 26, Spacing Unit 26, Well No. 26, API No. 50-015-46815 54-234 feet from the North line and 659 feet from the West line. (Unit C) of Section 15, Township 23 South, Range 28 East, N46PM. 54-234 feet from the South line and 2540 feet from the West line. (Unit N) of Section 36, Township 23 South, Range 28 East, N46PM.</p> <p>Completion Target: Bone Spring at approx 8,530 feet TVD. Well Orientation: North to South. Completion Location: expected to be standard.</p>
Horizontal Well First and Last Take Points	Exhibit C-1
Completion Target (Formation, TVD and MD)	Exhibit C-4
AFE Capex and Operating Costs	
Drilling Supervision/Month \$	\$8,000
Production Supervision/Month \$	\$800
Justification for Supervision Costs	Exhibit C, C-4
Requested Risk Charge	Exhibit C
Notice of Hearing	
Proposed Notice of Hearing	Exhibit B
Proof of Mailed Notice of Hearing (20 days before hearing)	Exhibit E
Proof of Published Notice of Hearing (10 days before hearing)	Exhibit F
Ownership Determination	
Land Ownership Schematic of the Spacing Unit	Exhibit C-3
Tract List (including lease numbers and owners)	Exhibit C-3
Pooled Parties (including ownership type)	Exhibit C-3
Unlocatable Parties to be Pooled	N/A
Ownership Depth Severance (including percentage above & below)	None
Joinder	
Sample Copy of Proposal Letter	Exhibit C-4
List of Interest Owners (ie Exhibit A of JOA)	Exhibit C-4
Chronology of Contact with Non-Joined Working Interests	Exhibit C-5
Overhead Rates In Proposal Letter	Exhibit C-4
Cost Estimate to Drill and Complete	Exhibit C-4

CASE NO. 21124
 ORDER NO. R-21229

Cost Estimate to Equip Well	Exhibit C-4
Cost Estimate for Production Facilities	Exhibit C-4
Geology	
Summary (including special considerations)	Exhibit D, D-1
Spacing Unit Schematic	Exhibit D, D-1
Gunbarrel/Lateral Trajectory Schematic	N/A
Well Orientation (with rationale)	Exhibit D, D-2, D-3, D-4, D-5, D-6
Target Formation	Exhibit D, D-2, D-3, D-4, D-5, D-6
HSU Cross Section	Exhibit D, D-4, D-5, D-6
Depth Severance Discussion	N/A
Forms, Figures and Tables	
C-102	Exhibit C-1
Tracts	Exhibit C-3
Summary of Interests, Unit Recapitulation (Tracts)	Exhibit C-3
General Location Map (including basin)	Exhibit D-1
Well Bore Location Map	Exhibit D-1, D-2, D-3
Structure Contour Map - Subsea Depth	Exhibit D-2, D-3
Cross Section Location Map (including wells)	Exhibit D, D-4
Cross Section (including Landing Zone)	Exhibit D, D-5, D-6
Additional Information	
CERTIFICATION: I hereby certify that the information provided in this checklist is complete and accurate.	
Printed Name (Attorney or Party Representative):	Kaitlyn A. Luck
Signed Name (Attorney or Party Representative):	
Date:	5-Mar-20

END OF EXHIBIT "C" - Force Pool Order

CASE NO. 21124
ORDER NO. R-21229

Page 7 of 7

DECLARATION OF UNIT

CB CAL 25 36 STATE COMM 08 W/2 W/2 BS

STATE OF NEW MEXICO

COUNTY OF EDDY

The undersigned, by virtue of the authority conferred in the oil, gas and mineral leases listed on Exhibit A-Pooled Leases ("Leases"), do hereby pool, consolidate, combine, and unitize the Leases, insofar as the Leases cover production from the land described in Exhibit B-Unit Acreage ("Unit Acreage") and do pool, consolidate, combine, and unitize the royalties, working interests, overriding royalties, production payments, and all other interests pertaining to the Leases and the Unit Acreage and production therefrom, insofar and only insofar as the Leases and other interests cover and include all oil, gas, and other related hydrocarbons produced from a well on the Unit as herein described ("Unitized Substance"), in and under the Unit Acreage from the subsurface interval known as the Bone Spring formation beneath the Unit Acreage ("Unitized Interval"), so as to form a single operating production unit for the production of Unitized Substances. As used herein, the words "include(s)" and "including" are not limiting but are terms of enlargement so other items or components are includable although not specifically expressed.

- 1) Production of Unitized Substances. The production of Unitized Substances from any part of the Unit Acreage, insofar as the Unit Acreage covers the Unitized Interval, will constitute production of such Unitized Substances from all of the Leases contained in the Unit. Drilling or reworking operations or other operations conducted on the Unit for the production of Unitized Substances, will constitute operations for the production of Unitized Substances on all of the Leases and Unit Acreage.
- 2) Description of Unit. The unit formed hereby shall be known as the CB CAL 25 36 STATE COMM 08 W/2 W/2 BS ("Unit") containing 320 acres of land, more or less, described as the W/2 W/2 of Section 25, Township 23 South, Range 28 East, and the W/2 W/2 of Section 36, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico. The Contract Area is hereby limited in depth from the stratigraphic equivalent of the top of the Bone Spring formation, as seen at 6,325 feet beneath the surface, to the stratigraphic equivalent of the base of the Bone Spring formation, as seen at 9,633 feet beneath the surface, as shown in that certain Schlumberger Gamma Ray and Dual Laterolog/MSFL, dated November 10, 1978, in the Williams Gas Com #1 (API # 30-015322646), located in Section 25, Township 23 South, Range 28 East, Eddy County, New Mexico.
- 3) Distribution of Interests. All Unitized Substances produced from any well on the Unit shall be allocated proportionately among all of the tracts within the Unit proportionate to the number of acres in each tract included in the Unit bears to the total number of acres in the Unit. All working interests, royalties, overriding

royalties, production payments, and all other interests in the Leases shall be computed on the basis of the respective interests in the production allocated to the tract or tracts in which those interests are owned.

- 4) Acceptance of Terms. All parties owning any interest in the oil, gas, and other related hydrocarbons in and under the Unit Acreage who execute this instrument or a counterpart thereof, or who ratify the same, or who hereafter acquire an interest in the Unit Acreage subject to the terms hereof, hereby adopt and confirm the creation of the Unit and agree to all of the terms hereof, and covenant that any leases or assignments affecting their interests are amended to the extent necessary to authorize the formation of the Unit and conform to all of the terms hereof. In the event the owners of the Leases, or their respective heirs, successors, or assigns, own any lease or interest in a lease covering lands within the Unit Acreage other than those listed on Exhibit A, or any unleased interest in the Unit Acreage, the same is hereby pooled into the Unit without the necessity of specifically enumerating that lease or interest and the specific land it covers.
- 5) No Cross-Conveyance. Notwithstanding anything to the contrary herein, this instrument does not cause or intend to cause any cross-assignment or cross conveyance of any lease or interest covered hereby.
- 6) Effective Date. The Unit is effective as of March 5, 2020 or from the date of first production from the Unitized Interval, whichever first occurs (the "Effective Date"), and will remain in effect so long thereafter as Unitized Substances are produced from the Unit or as long as drilling, reworking, plugging back, or sidetracking operations are conducted on any well on Unit Acreage completed in or targeted for the Unitized Interval, with no cessation of more than 60 consecutive days, and if any such operations result in the production of Unitized Substances, for so long thereafter as the same are produced, or such operations are again commenced within 60 days from the cessation of production. It will be considered that Unitized Substances are being produced in paying quantities while a well is shut in on the Unit and the lessees of the Leases pay or tender shut-in rentals or royalties in accordance with the terms of the Leases or otherwise perpetuate the Leases pursuant to each of their respective terms and conditions.
- 7) Right to Amend. The undersigned reserve the continuing right to amend, correct, or alter this instrument and the Unit including increasing, decreasing, or changing the configuration of the unit acreage, and relocating or changing the Unitized Interval, at any time and from time to time after the original formation hereof. Any such amendment must be in writing, signed by the parties bound hereby and filed for record in Eddy County, New Mexico.
- 8) Counterparts. For convenience, this instrument may be executed in multiple counterparts, with each separate counterpart constituting a valid and binding instrument. Each of the undersigned agree that for recording purposes their

respective signature pages and acknowledgements may be removed from their respective counterpart and attached to a single Declaration of Unit.

- 9) Compulsory Pooled Interest. Pursuant to that certain Compulsory Pooling Order No. R-21231 dated March 5, 2020, and attached as Exhibit C – Compulsory Pooling Order to this Declaration of Unit, all uncommitted working interests, royalty interests, overriding royalty interests, and other interests, whatever they may be, in the oil and gas in the Bone Spring formation underlying the Unit Acreage have been effectively pooled.

IN WITNESS WHEREOF, this Declaration of Unit is executed by the undersigned on the respective dates set opposite their names below, but is effective as of the date hereinabove provided.

OPERATOR:

CHEVRON U.S.A. INC.

3/29/2022

By: IRVIN R. GUTIERREZ

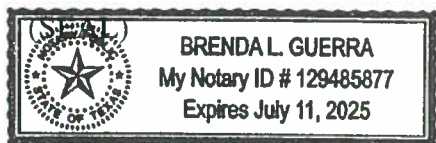
Date

Operator/Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF Texas)
) ss.
COUNTY OF Harris)

On this 29 day of March, 2022, before me, a Notary Public for the State of New Mexico, personally appeared IRVIN R. GUTIERREZ, known to me to be the Attorney-In-Fact of Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.



My Commission Expires

Brenda L Guerra
Notary Public

NON-OPERATOR:

KAISER-FRANCIS OIL COMPANY

Date

By: _____
Name:
Its:

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2022, before me, a Notary Public for the State of New Mexico, personally appeared _____, known to me to be the _____ of Kaiser-Francis Oil Company, a _____, on behalf of the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

EXHIBIT "A" - Pooled Leases

Attached to and made a part of that certain Declaration of Unit covering the W/2 W/2 of Section 25, Township 23 South, Range 28 East, and the W/2 W/2 of Section 36, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico., containing 320 Acres more or less.

The Contract Area is hereby limited in depth from the stratigraphic equivalent of the top of the Bone Spring formation, as seen at 6,325 feet beneath the surface, to the stratigraphic equivalent of the base of the Bone Spring formation, as seen at 9,633 feet beneath the surface, as shown in that certain Schlumberger Gamma Ray and Dual Laterolog/MSFL, dated November 10, 1978, in the Williams Gas Com #1 (API # 30-015322646), located in Section 25, Township 23 South, Range 28 East, Eddy County, New Mexico.

Oil and Gas Leases subject to this Agreement:**Tract 1**

Lease Date: 4/3/1973
Recorded: Book 98, Page 62
Lessor: S.F. Williams, aka Stephen Frank Williams
Original Lessee: Clifton Wilderspin
Description of land Pooled: Tract 1, NW/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other land.
Number of Acres: 40 acres

Lease Date: 4/3/1973
Recorded: Book 99, Page 127
Lessor: Roxie L. Williams
Original Lessee: Clifton Wilderspin
Description of land Pooled: Tract 1, NW/4 NW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other land.
Number of Acres: 40 acres

Tract 2

Lease Date: 3/02/1978
Recorded: Book 155, Page 549
Lessor: Antonio Cardona and Josefa Cardona
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 2, SW/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Tract 3**Lease Date:** 3/15/1990**Recorded:** Book 67, Page 400**Lessor:** United States of America – Farmer's Home Administration**Original Lessee:** Craig Hubbard**Description of****— land Pooled:** Tract 3, NW/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.**Number of Acres:** 40 Acres**Lease Date:** 9/15/1988**Recorded:** Book 33, Page 374**Lessor:** Johnnie Giovengo, Sr. et al**Original Lessee:** T. Verne Dwyer**Description of****land Pooled:** Tract 3, NW/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.**Number of Acres:** 40 Acres**Tract 4****Lease Date:** 4/5/1990**Recorded:** Book 67, Page 833**Lessor:** Lanora Sue Allomong**Original Lessee:** Bird Creek Resources, Inc.**Description of****land Pooled:** Tract 4, N/2 SW/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.**Number of Acres:** 20 Acres**Lease Date:** 4/5/1990**Recorded:** Book 67, Page 831**Lessor:** Linda Williams Harris aka Linda Williams**Original Lessee:** Bird Creek Resources, Inc.**Description of****land Pooled:** Tract 4, N/2 SW/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.**Number of Acres:** 20 Acres**Lease Date:** 4/5/1990**Recorded:** Book 67, Page 837**Lessor:** Belinda Sue Williams and Terry Lee Williams**Original Lessee:** Bird Creek Resources, Inc.**Description of****land Pooled:** Tract 4, N/2 SW/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.**Number of Acres:** 20 Acres

Lease Date: 4/5/1990
Recorded: Book 67, Page 839
Lessor: James Clay Williams
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 4, N/2 SW/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Tract 5

Lease Date: 4/5/1990
Recorded: Book 67, Page 835
Lessor: Glen Brady Williams
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 5, S/2 SW/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Tract 6

Lease Date: 4/01/1971
Recorded: Book 86, Page 713
Lessor: State of New Mexico L-5364
Original Lessee: L.D. Williams & Glen B. Williams
Description of land Pooled: Tract 6, W/2 W/2 of Section 36, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 160 Acres

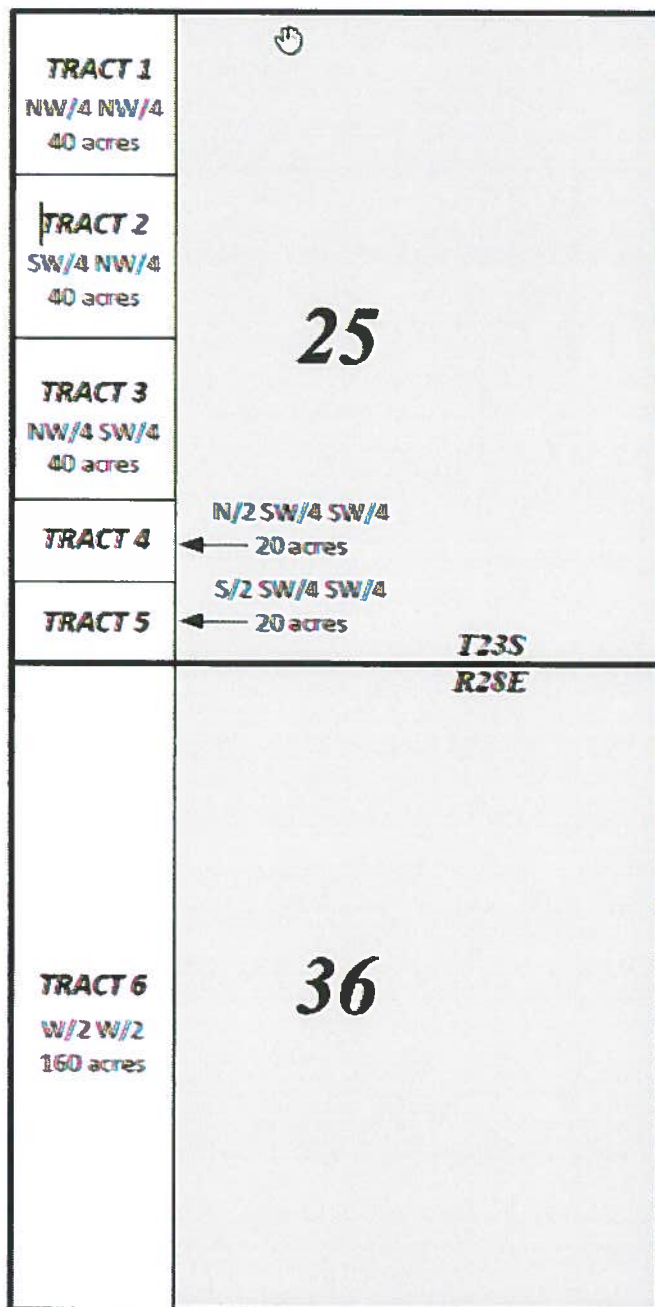
END OF EXHIBIT "A" - Pooled Leases

EXHIBIT "B" - Unit Acreage

Township 23 South, Range 28 East:
Section 25: W/2 W/2

AND

Township 23 South, Range 28 East:
Section 36: W/2 W/2
Eddy County, New Mexico



RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	40.00	12.5%
2	40.00	12.5%
3	40.00	12.5%
4	20.00	6.25%
5	20.00	6.25%
6	160.00	50.0%
<hr/>		
Total	320.00	100.00%

END OF EXHIBIT "B" – Unit Acreage

EXHIBIT "C" - Force Pool Order

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

**IN THE MATTER OF APPLICATION FOR
COMPULSORY POOLING SUBMITTED BY
[CHEVRON U.S.A. INC]**

CASE NO. 21125

ORDER NO. R-21231

ORDER

The Director of the New Mexico Oil Conservation Division ("OCD"), having heard this matter through a Hearing Examiner on [March 5, 2020], and after considering the testimony, evidence, and recommendation of the Hearing Examiner, issues the following Order.

FINDINGS OF FACT

1. [Chevron U.S.A. Inc] ("Operator") submitted an application ("Application") to compulsory pool the uncommitted oil and gas interests within the spacing unit ("Unit") described in Exhibit A. The Unit is expected to be a standard horizontal spacing unit. 19.15.16.15(B) NMAC. Operator seeks to be designated the operator of the Unit.
2. Operator will dedicate the well(s) described in Exhibit A ("Well(s)") to the Unit.
3. Operator proposes the supervision and risk charges for the Well(s) described in Exhibit A.
4. Operator identified the owners of uncommitted interests in oil and gas minerals in the Unit and provided evidence that notice was given.
5. The Application was heard by the Hearing Examiner on the date specified above, during which Operator presented evidence through affidavits in support of the Application. No other party presented evidence at the hearing.

CONCLUSIONS OF LAW

6. OCD has jurisdiction to issue this Order pursuant to NMSA 1978, Section 70-2-17.
7. Operator is the owner of an oil and gas working interest within the Unit.
8. Operator satisfied the notice requirements for the Application and the hearing as required by 19.15.4.12 NMAC.
9. OCD satisfied the notice requirements for the hearing as required by 19.15.4.9 NMAC.

10. Operator has the right to drill the Well(s) to a common source of supply at the depth(s) and location(s) in the Unit described in Exhibit A.
11. The Unit contains separately owned uncommitted interests in oil and gas minerals.
12. Some of the owners of the uncommitted interests have not agreed to commit their interests to the Unit.
13. The pooling of uncommitted interests in the Unit will prevent waste and protect correlative rights, including the drilling of unnecessary wells.
14. This Order affords to the owner of an uncommitted interest the opportunity to produce his just and equitable share of the oil or gas in the pool.

ORDER

15. The uncommitted interests in the Unit are pooled as set forth in Exhibit A.
16. The Unit shall be dedicated to the Well(s) set forth in Exhibit A.
17. Operator is designated as operator of the Unit and the Well(s).
18. If the location of a well will be unorthodox under the spacing rules in effect at the time of completion, Operator shall obtain the OCD's approval for a non-standard location in accordance with 19.15.16.15(C) NMAC.
19. The Operator shall commence drilling the Well(s) within one year after the date of this Order, and complete each Well no later than one (1) year after the commencement of drilling the Well.
20. This Order shall terminate automatically if Operator fails to comply with Paragraph 19 unless Operator obtains an extension by an amendment of this Order for good cause shown.
21. The infill well requirements in 19.15.13.9 NMAC through 19.15.13.12 NMAC shall be applicable.
22. Operator shall submit to each owner of an uncommitted working interest in the pool ("Pooled Working Interest") an itemized schedule of estimated costs to drill, complete, and equip the well ("Estimated Well Costs").
23. No later than thirty (30) days after Operator submits the Estimated Well Costs, the owner of a Pooled Working Interest shall elect whether to pay its share of the Estimated Well Costs or its share of the actual costs to drill, complete and equip the well ("Actual Well Costs") out of production from the well. An owner of a Pooled

CASE NO. 21125
ORDER NO. R-21231

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Working Interest who elects to pay its share of the Estimated Well Costs shall render payment to Operator no later than thirty (30) days after the expiration of the election period, and shall be liable for operating costs, but not risk charges, for the well. An owner of a Pooled Working Interest who fails to pay its share of the Estimated Well Costs or who elects to pay its share of the Actual Well Costs out of production from the well shall be considered to be a "Non-Consenting Pooled Working Interest."

24. No later than one hundred eighty (180) days after Operator submits a Form C-105 for a well, Operator shall submit to OCD and each owner of a Pooled Working Interest an itemized schedule of the Actual Well Costs. The Actual Well Costs shall be considered to be the Reasonable Well Costs unless OCD or an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If OCD or an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Reasonable Well Costs after public notice and hearing.
25. No later than sixty (60) days after the expiration of the period to file a written objection to the Actual Well Costs or OCD's order determining the Reasonable Well Costs, whichever is later, each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs shall pay to Operator its share of the Reasonable Well Costs that exceed the Estimated Well Costs, or Operator shall pay to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs its share of the Estimated Well Costs that exceed the Reasonable Well Costs.
26. The reasonable charges for supervision to drill and produce a well ("Supervision Charges") shall not exceed the rates specified in Exhibit A, provided however that the rates shall be adjusted annually pursuant to the COPAS form entitled "Accounting Procedure-Joint Operations."
27. No later than within ninety (90) days after Operator submits a Form C-105 for a well, Operator shall submit to OCD and each owner of a Pooled Working Interest an itemized schedule of the reasonable charges for operating and maintaining the well ("Operating Charges"), provided however that Operating Charges shall not include the Reasonable Well Costs or Supervision Charges. The Operating Charges shall be considered final unless OCD or an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If OCD or an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Operating Charges after public notice and hearing.
28. Operator may withhold the following costs and charges from the share of production due to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs: (a) the proportionate share of the Supervision Charges; and (b) the proportionate share of the Operating Charges.

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ORDER NO. R-21231

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29. Operator may withhold the following costs and charges from the share of production due to each owner of a Non-Consenting Pooled Working Interest: (a) the proportionate share of the Reasonable Well Costs; (b) the proportionate share of the Supervision and Operating Charges; and (c) the percentage of the Reasonable Well Costs specified as the charge for risk described in Exhibit A.
30. Operator shall distribute a proportionate share of the costs and charges withheld pursuant to paragraph 29 to each Pooled Working Interest that paid its share of the Estimated Well Costs.
31. Each year on the anniversary of this Order, and no later than ninety (90) days after each payout, Operator shall provide to OCD and each owner of a Non-Consenting Pooled Working Interest a schedule of the revenue attributable to a well and the Supervision and Operating Costs charged against that revenue.
32. Any cost or charge that is paid out of production shall be withheld only from the share due to an owner of a Pooled Working Interest. No cost or charge shall be withheld from the share due to an owner of a royalty interests. For the purpose of this Order, an unleased mineral interest shall consist of a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest.
33. Except as provided above, Operator shall hold the revenue attributable to a well that is not disbursed for any reason for the account of the person(s) entitled to the revenue as provided in the Oil and Gas Proceeds Payment Act, NMSA 1978, Sections 70-10-1 *et seq.*, and relinquish such revenue as provided in the Uniform Unclaimed Property Act, NMSA 1978, Sections 7-8A-1 *et seq.*
34. The Unit shall terminate if (a) the owners of all Pooled Working Interests reach a voluntary agreement; or (b) the well(s) drilled on the Unit are plugged and abandoned in accordance with the applicable rules. Operator shall inform OCD no later than thirty (30) days after such occurrence.
35. OCD retains jurisdiction of this matter for the entry of such orders as may be deemed necessary.

STATE OF NEW MEXICO
OIL CONSERVATION DIVISION



ADRIENNE SANDOVAL
DIRECTOR
AES/jag

Date: 4/02/2020

CASE NO. 21125
ORDER NO. R-21231

Exhibit A


COMPULSORY POOLING APPLICATION CHECKLIST (pdf)	
ALL INFORMATION IN THE APPLICATION MUST BE SUPPORTED BY SIGNED AFFIDAVITS	
Case: 21125	APPLICANT'S RESPONSE
Date: March 5, 2020	
Applicant	Chevron U.S.A. Inc.
Designated Operator & OGRID (affiliation if applicable)	Chevron U.S.A. Inc. (OGRID No. 4323)
Applicant's Counsel:	Holland & Hart LLP
Case Title:	APPLICATION OF CHEVRON U.S.A. INC. FOR COMPULSORY POOLING, EDDY COUNTY, NEW MEXICO
Entries of Appearance/intervenor:	Kaiser-Francis Oil Company
Well Family	CB CAL 25 36 State Com 08 wells
Formation/Pool	
Formation Name(s) or Vertical Extent:	Bone Spring
Primary Product (Oil or Gas):	Oil
Pooling this vertical extent:	Bone Spring formation
Pool Name and Pool Code:	Culebra Bluff, Bone Spring, South Pool (Pool Code 15011)
Well Location Setback Rules:	Statewide Horizontal well rules
Spacing Unit Size:	320 acres, more or less
Spacing Unit	
Type (Horizontal/Vertical)	Horizontal
Size (Acres)	320 acres, more or less
Building Blocks:	quarter-quarter sections
Orientation:	North/South
Description: TRS/County	W/2 W/2 of Sections 25 and 36, Township 23 South, Range 28 East, NMPM, Eddy County, New Mexico
Standard Horizontal Well Spacing Unit (Y/N), If No, describe	Yes
Other Situations	
Depth Severance: Y/N. If yes, description	No
Proximity Tracts: If yes, description	No
Proximity Defining Well: if yes, description	N/A
Applicant's Ownership in Each Tract	Exhibit C-3
Well(s)	
Name & API (if assigned), surface and bottom hole location, footages, completion target, orientation, completion status (standard or non-standard)	

CASE NO. 21125
 ORDER NO. R-21231

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Well #1	<p>Oil, Gas, PS, PG, Water, Geom (Oil Well No. 20726), API No. 20-033-0663d 546: 274 feet from the North line and 559 feet from the West line. (UNIT C) of Section 25, Township 23 South, Range 23 East, NMDPL. 546: 125 feet from the South line and 855 feet from the West line. (UNIT M) of Section 36, Township 23 South, Range 23 East, NMDPL.</p> <p>Completion Target: Bone Spring at approx 9,539 feet TVD. Well Orientation: North to South. Completion Location expected to be standard.</p>
Horizontal Well First and Last Take Points	Exhibit C-2
Completion Target (Formation, TVD and MD)	Exhibit C-4
AFE Capex and Operating Costs	
Drilling Supervision/Month \$	\$8,000
Production Supervision/Month \$	\$800
Justification for Supervision Costs	Exhibit C, C-4
Requested Risk Charge	Exhibit C
Notice of Hearing	
Proposed Notice of Hearing	Exhibit B
Proof of Mailed Notice of Hearing (20 days before hearing)	Exhibit E
Proof of Published Notice of Hearing (10 days before hearing)	Exhibit F
Ownership Determination	
Land Ownership Schematic of the Spacing Unit	Exhibit C-3
Tract List (including lease numbers and owners)	Exhibit C-3
Pooled Parties (including ownership type)	Exhibit C-3
Unlocatable Parties to be Pooled	N/A
Ownership Depth Severance (including percentage above & below)	None
Joinder	
Sample Copy of Proposal Letter	Exhibit C-4
List of Interest Owners (ie Exhibit A of JOA)	Exhibit C-4
Chronology of Contact with Non-Joined Working Interests	Exhibit C-5
Overhead Rates In Proposal Letter	Exhibit C-4
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Cost Estimate for Production Facilities	Exhibit C-4
Geology	
Summary (including special considerations)	Exhibit D, D-1
Spacing Unit Schematic	Exhibit D, D-1

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Gunbarrel/Lateral Trajectory Schematic	N/A
Well Orientation (with rationale)	Exhibit D, D-2, D-3, D-4, D-5, D-6
Target Formation	Exhibit D, D-2, D-3, D-4, D-5, D-6
HSU Cross Section	Exhibit D, D-4, D-5, D-6
Depth Severance Discussion	N/A
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Structure Contour Map - Subsea Depth	Exhibit D-2, D-3
Cross Section Location Map (including wells)	Exhibit D, D-4
Cross Section (including Landing Zone)	Exhibit D, D-5, D-6
Additional Information	
CERTIFICATION: I hereby certify that the information provided in this checklist is complete and accurate.	
Printed Name (Attorney or Party Representative):	Kaitlyn A. Luck
Signed Name (Attorney or Party Representative):	
Date:	5-Mar-20

END OF EXHIBIT "C" - Force Pool Order

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ORDER NO. R-21231

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DECLARATION OF UNIT
CB CAL 25 36 STATE COMM 08 WC

STATE OF NEW MEXICO

COUNTY OF EDDY

The undersigned, by virtue of the authority conferred in the oil, gas and mineral leases listed on Exhibit A-Pooled Leases ("Leases"), do hereby pool, consolidate, combine, and unitize the Leases, insofar as the Leases cover production from the land described in Exhibit B-Unit Acreage ("Unit Acreage") and do pool, consolidate, combine, and unitize the royalties, working interests, overriding royalties, production payments, and all other interests pertaining to the Leases and the Unit Acreage and production therefrom, insofar and only insofar as the Leases and other interests cover and include all oil, gas, and other related hydrocarbons produced from a well on the Unit as herein described ("Unitized Substance"), in and under the Unit Acreage from the subsurface interval known as the Wolfcamp formation beneath the Unit Acreage ("Unitized Interval"), so as to form a single operating production unit for the production of Unitized Substances. As used herein, the words "include(s)" and "including" are not limiting but are terms of enlargement so other items or components are includable although not specifically expressed.

- 1) Production of Unitized Substances. The production of Unitized Substances from any part of the Unit Acreage, insofar as the Unit Acreage covers the Unitized Interval, will constitute production of such Unitized Substances from all of the Leases contained in the Unit. Drilling or reworking operations or other operations conducted on the Unit for the production of Unitized Substances, will constitute operations for the production of Unitized Substances on all of the Leases and Unit Acreage.
- 2) Description of Unit. The unit formed hereby shall be known as the CB CAL 25 36 STATE COMM 08 WC ("Unit") containing 640 acres of land, more or less, described as the W/2 of Section 25, Township 23 South, Range 28 East, and the W/2 of Section 36, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico. The Contract Area is hereby limited in depth from the stratigraphic equivalent of the top of the Wolfcamp formation, as seen at 9,630 feet beneath the surface, to the stratigraphic equivalent of the base of the Wolfcamp formation, as seen at 11,087 feet beneath the surface, as shown in that certain Schlumberger Gamma Ray and Dual Laterolog/MSFL, dated November 10, 1978, in the Williams Gas Com #1 (API # 30-015-22686), located in Section 34, Township 23 South, Range 28 East, Eddy County, New Mexico SAVE AND EXCEPT the Macho Grande State #2H (API # 30-015-42659) well.
- 3) Distribution of Interests. All Unitized Substances produced from any well on the Unit shall be allocated proportionately among all of the tracts within the Unit proportionate to the number of acres in each tract included in the Unit bears to the

total number of acres in the Unit. All working interests, royalties, overriding royalties, production payments, and all other interests in the Leases shall be computed on the basis of the respective interests in the production allocated to the tract or tracts in which those interests are owned.

- 4) Acceptance of Terms. All parties owning any interest in the oil, gas, and other related hydrocarbons in and under the Unit Acreage who execute this instrument or a counterpart thereof, or who ratify the same, or who hereafter acquire an interest in the Unit Acreage subject to the terms hereof, hereby adopt and confirm the creation of the Unit and agree to all of the terms hereof, and covenant that any leases or assignments affecting their interests are amended to the extent necessary to authorize the formation of the Unit and conform to all of the terms hereof. In the event the owners of the Leases, or their respective heirs, successors, or assigns, own any lease or interest in a lease covering lands within the Unit Acreage other than those listed on Exhibit A, or any unleased interest in the Unit Acreage, the same is hereby pooled into the Unit without the necessity of specifically enumerating that lease or interest and the specific land it covers.
- 5) No Cross-Conveyance. Notwithstanding anything to the contrary herein, this instrument does not cause or intend to cause any cross-assignment or cross conveyance of any lease or interest covered hereby.
- 6) Effective Date. The Unit is effective as of March 5, 2020 or from the date of first production from the Unitized Interval, whichever first occurs (the "Effective Date"), and will remain in effect so long thereafter as Unitized Substances are produced from the Unit or as long as drilling, reworking, plugging back, or sidetracking operations are conducted on any well on Unit Acreage completed in or targeted for the Unitized Interval, with no cessation of more than 60 consecutive days, and if any such operations result in the production of Unitized Substances, for so long thereafter as the same are produced, or such operations are again commenced within 60 days from the cessation of production. It will be considered that Unitized Substances are being produced in paying quantities while a well is shut in on the Unit and the lessees of the Leases pay or tender shut-in rentals or royalties in accordance with the terms of the Leases or otherwise perpetuate the Leases pursuant to each of their respective terms and conditions.
- 7) Right to Amend. The undersigned reserve the continuing right to amend, correct, or alter this instrument and the Unit including increasing, decreasing, or changing the configuration of the unit acreage, and relocating or changing the Unitized Interval, at any time and from time to time after the original formation hereof. Any such amendment must be in writing, signed by the parties bound hereby and filed for record in Eddy County, New Mexico.
- 8) Counterparts. For convenience, this instrument may be executed in multiple counterparts, with each separate counterpart constituting a valid and binding instrument. Each of the undersigned agree that for recording purposes their

respective signature pages and acknowledgements may be removed from their respective counterpart and attached to a single Declaration of Unit.

- 9) Compulsory Pooled Interest. Pursuant to that certain Compulsory Pooling Order No. R-21202 dated March 5, 2020, and attached as Exhibit C – Compulsory Pooling Order to this Declaration of Unit, all uncommitted working interests, royalty interests, overriding royalty interests, and other interests, whatever they may be, in the oil and gas in the Wolfcamp formation underlying the Unit Acreage have been effectively pooled.

IN WITNESS WHEREOF, this Declaration of Unit is executed by the undersigned on the respective dates set opposite their names below, but is effective as of the date hereinabove provided.

OPERATOR:

CHEVRON U.S.A. INC.

3/29/2022

By: 
IRVIN R. GUTIERREZ

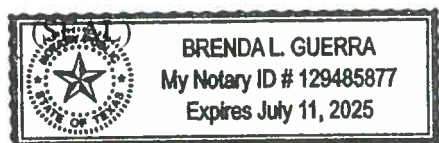
Date

Operator/Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF Texas)
) ss.
COUNTY OF Harris)

On this ____ day of _____, 2022, before me, a Notary Public for the State of New Mexico, personally appeared IRVIN R. GUTIERREZ, known to me to be the Attorney-In-Fact of Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.



My Commission Expires

Brenda L Guerra
Notary Public

NON-OPERATOR:

KAISER-FRANCIS OIL COMPANY

Date

By: _____
Name:
Its:

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2022, before me, a Notary Public for the State of New Mexico, personally appeared _____, known to me to be the _____ of Kaiser-Francis Oil Company, a _____, on behalf of the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

EXHIBIT "A" - Pooled Leases

Attached to and made a part of that certain Declaration of Unit covering the W/2 of Section 25, Township 23 South, Range 28 East, and the W/2 of Section 36, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico., containing 640 Acres more or less.

The Contract Area is hereby limited in depth from the stratigraphic equivalent of the top of the Wolfcamp formation, as seen at 9,630 feet beneath the surface, to the stratigraphic equivalent of the base of the Wolfcamp formation, as seen at 11,087 feet beneath the surface, as shown in that certain Schlumberger Gamma Ray and Dual Laterolog/MSFL, dated November 10, 1978, in the Williams Gas Com #1 (API # 30-015-22686), located in Section 34, Township 23 South, Range 28 East, Eddy County, New Mexico SAVE AND EXCEPT the Macho Grande State #2H (API # 30-015-42659) well.

Oil and Gas Leases subject to this Agreement:**Tract 1**

Lease Date: 4/3/1973
Recorded: Book 98, Page 62
Lessor: S.F. Williams, aka Stephen Frank Williams
Original Lessee: Clifton Wilderspin
Description of land Pooled: Tract 1, NW/4 NW/4, N/2 NE/4 NW/4 and N/2 S/2 NE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other land.
Number of Acres: 70 acres

Lease Date: 4/3/1973
Recorded: Book 99, Page 127
Lessor: Roxie L. Williams
Original Lessee: Clifton Wilderspin
Description of land Pooled: Tract 1, NW/4 NW/4, N/2 NE/4 NW/4 and N/2 S/2 NE/4 NW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other land.
Number of Acres: 70 acres

Tract 2

Lease Date: 3/02/1978
Recorded: Book 155, Page 549
Lessor: Antonio Cardona and Josefa Cardona
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 2, SW/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Tract 3a and 3b

Lease Date: 1/9/1978
Recorded: Book 154, Page 144
Lessor: Earl B. Guitar et al
Original Lessee: Maddox Energy Corporation
Description of land Pooled: Tract 3a and 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, SW/4 SE/4 NW/4, N/2 SE/4 NW/4 and S/2 S/2 NE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 65 Acres

Lease Date: 1/9/1978
Recorded: Book 154, Page 155
Lessor: Pardue Farms
Original Lessee: Maddox Energy Corporation
Description of land Pooled: Tract 3a and 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, SW/4 SE/4 NW/4, N/2 SE/4 NW/4 and S/2 S/2 NE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 65 Acres

Tract 3b (only)

Lease Date: 4/18/1990, effective 4/11/1990
Recorded: Book 67, Page 843
Lessor: Pardue Farms
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/24/1990, effective 4/11/1990
Recorded: Book 68, Page 65
Lessor: Betty Witherspoon Nevill, Trustee of the Gayle Nevill Trust and Virginia Nevill Trust
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/23/1990, effective 4/11/1990
Recorded: Book 68, Page 69
Lessor: Jack G. Woods
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 11/12/1991, effective 4/11/1990
Recorded: Book 116, Page 479
Lessor: Jan Carsey
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 5/2/1990, effective 4/11/1990
Recorded: Book 69, Page 1177
Lessor: Marilyn J. Galusha
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/25/1990, effective 4/11/1990
Recorded: Book 69, Page 1181
Lessor: Leslie D. Guitar
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 5/1/1990, effective 4/11/1990
Recorded: Book 69, Page 1183
Lessor: Repps B. Guitar, Jr.
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 5/1/1990, effective 4/11/1990
Recorded: Book 69, Page 1187
Lessor: John Guitar, Jr.
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/23/1990, effective 4/11/1990
Recorded: Book 69, Page 1193
Lessor: Barbara Lee Backman
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/23/1990, effective 4/11/1990
Recorded: Book 69, Page 1195
Lessor: Ruth Guitar Murchison
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/24/1990, effective 4/11/1990
Recorded: Book 70, Page 1
Lessor: Earl Guitar, Jr.
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/24/1990, effective 4/11/1990
Recorded: Book 70, Page 5
Lessor: Earl Guitar
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/24/1990, effective 4/11/1990
Recorded: Book 70, Page 9
Lessor: Phillip E. Guitar
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 5/3/1990, effective 4/11/1990
Recorded: Book 70, Page 444
Lessor: James Minor Alexander
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 5/3/1990, effective 4/11/1990
Recorded: Book 70, Page 448
Lessor: Martha Jane Alexander Rhodes
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/29/1990, effective 4/11/1990
Recorded: Book 70, Page 452
Lessor: Laura Woods Gall
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 5/3/1990, effective 4/11/1990
Recorded: Book 71, Page 970
Lessor: Jeri Alexander Lott
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 11/12/1991, effective 4/11/1990
Recorded: Book 116, Page 475
Lessor: Guy P. Witherspoon, III
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/11/1990, effective 4/11/1990
Recorded: Book 116, Page 483
Lessor: James Kelly Polk, Ancillary Personal Representative of the Estate of Mary Guitar Polk
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 6/14/1990, effective 4/11/1990
Recorded: Book 71, Page 968
Lessor: Laura Jean Hofer
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/23/1990, effective 4/11/1990
Recorded: Book 70, Page 13
Lessor: Dennis Woods, Jr.
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 6/28/1990, effective 4/11/1990
Recorded: Book 73, Page 117
Lessor: Pressley H. Guitar
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 8/14/1990, effective 4/11/1990
Recorded: Book 75, Page 948
Lessor: John Guitar Witherspoon, Trustee of the John Guitar Witherspoon, Jr. Trust
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 8/14/1990, effective 4/11/1990
Recorded: Book 75, Page 952
Lessor: John Guitar Witherspoon, Trustee of the Whitten Guitar Witherspoon Trust
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 8/14/1990, effective 4/11/1990
Recorded: Book 75, Page 956
Lessor: John Guitar Witherspoon, Trustee of the Brett Guitar Witherspoon Trust
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 8/14/1990, effective 4/11/1990
Recorded: Book 75, Page 961
Lessor: John Guitar Witherspoon, Trustee of the Wende Guitar Witherspoon Trust
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Tract 4

Lease Date: 8/17/1978
Recorded: Book 162, Page 534
Lessor: Ruby Rogers
Original Lessee: Robert W. Coleman
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 9/26/1978
Recorded: Book 164, Page 629
Lessor: Charline Watson and Harry A. Watson
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/22/1978
Recorded: Book 164, Page 617
Lessor: Marion L. Swearingen and Lenora Swearingen
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/17/1978
Recorded: Book 162, Page 302
Lessor: Rita J. Evert Trust
Original Lessee: Robert W. Coleman
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/17/1978
Recorded: Book 162, Page 304
Lessor: James A. Collier
Original Lessee: Robert W. Coleman
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/17/1978
Recorded: Book 162, Page 536
Lessor: Louise M. Richardson
Original Lessee: Robert W. Coleman
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/28/1978
Recorded: Book 164, Page 625
Lessor: Elizabeth Major and John Major
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/22/1978
Recorded: Book 164, Page 621
Lessor: Ernest L. Redford and Fern Redford
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/22/1978
Recorded: Book 164, Page 615
Lessor: Homer A. Swearingen
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/10/1978
Recorded: Book 161, Page 521
Lessor: Addie Swearingen
Original Lessee: James H. Isbell
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/22/1978
Recorded: Book 164, Page 619
Lessor: Pauline R. Swearingen
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/29/1978
Recorded: Book 164, Page 627
Lessor: Birdie F. Coryell
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/28/1978
Recorded: Book 164, Page 623
Lessor: Vera Hadsell
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/20/2008
Recorded: Instrument No. 0812326
Lessor: Peggie Sue Lawson
Original Lessee: Chesapeake Exploration, LLC
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 7/21/2008
Recorded: Instrument No. 0812755
Lessor: Kenneth W. and Christine Brown
Original Lessee: Chesapeake Exploration, LLC
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/20/2008
Recorded: Instrument No. 0811761
Lessor: Landa M. Harrel and Dan Harrel
Original Lessee: Chesapeake Exploration, LLC
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 1/8/2018, effective 12/27/2017
Recorded: Book 1105, Page 863
Lessor: Betty A. Biery, Trustee of the Meredith E. Hardgrave and Helen Joyce Hardgrave Revocable Living Trust dated May 12, 1995
Original Lessee: Kaiser-Francis Oil Company
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 9/20/2018
Recorded: Book 1115, Page 337
Lessor: Carla K. White, Trustee of the Terry & Carla White Trust dated May 7, 2012
Original Lessee: Kaiser-Francis Oil Company
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 12/4/1991, effective 11/22/1991
Recorded: Book 147, Page 552
Lessor: Anna Pauline Swearingen
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 1/15/1992, effective 12/4/1991
Recorded: Book 147, Page 554
Lessor: Sheryl S. Collins, dealing in her sole and separate property, and Sheryl S. Collins and Craig E. Collins, husband and wife.
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 12/16/1991, effective 12/4/1991
Recorded: Book 147, Page 556
Lessor: M.D. Vandaveer and Lois Vandaveer
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: February 28, 1992, effective February 17, 1992
Recorded: Book 147, Page 558
Lessor: Jonathan J. Peden
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 11/26/1991, effective 11/22/1991
Recorded: Book 147, Page 560
Lessor: Howard Swearingen
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 11/26/1991, effective 11/22/1991
Recorded: Book 147, Page 562
Lessor: Florence Swearingen
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 12/3/1993, effective 11/22/1991
Recorded: Book 148, Page 653
Lessor: Glen Swearingen
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Tract 5

Lease Date: 3/15/1990
Recorded: Book 67, Page 400
Lessor: United States of America – Farmer's Home Administration
Original Lessee: Craig Hubbard
Description of
land Pooled: Tract 5, NW/4 SW/4, W/2 NE/4 SW/4, W/2 E/2 NE/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 70 Acres

Lease Date: 9/15/1988
Recorded: Book 33, Page 724
Lessor: Johnnie Giovengo, Sr. et al
Original Lessee: T. Verne Dwyer
Description of
land Pooled: Tract 5, NW/4 SW/4, W/2 NE/4 SW/4, W/2 E/2 NE/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 70 Acres

Tract 6

Lease Date: 6/28/1991
Recorded: Book 99, Page 752
Lessor: Kerr-McGee Corporation
Original Lessee: Read & Stevens, Inc.
Description of
land Pooled: Tract 6, E/2 NE/4 NE/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 5 Acres

Tract 7

Lease Date: 4/5/1990
Recorded: Book 67, Page 833
Lessor: Lanora Sue Allomong
Original Lessee: Bird Creek Resources, Inc.
Description of
land Pooled: Tract 7, N/2 SW/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Lease Date: 4/5/1990
Recorded: Book 67, Page 831
Lessor: Linda Williams Harris aka Linda Williams
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 7, N/2 SW/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Lease Date: 4/5/1990
Recorded: Book 67, Page 837
Lessor: Belinda Sue Williams and Terry Lee Williams
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 7, N/2 SW/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Lease Date: 4/5/1990
Recorded: Book 67, Page 839
Lessor: James Clay Williams
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 7, N/2 SW/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Tract 8

Lease Date: 4/5/1990
Recorded: Book 67, Page 835
Lessor: Glen Brady Williams
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 8, S/2 SW/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Tract 9

Lease Date: 8/14/1990
Recorded: Book 76, Page 212
Lessor: Martha Joy Stribling, Family Trustee et al
Original Lessee: BK Energy Company
Description of land Pooled: Tract 9, W/2 SE/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Lease Date: 8/14/1990
Recorded: Book 76, Page 214
Lessor: L.P. Williams and Doris Williams
Original Lessee: BK Energy Company
Description of land Pooled: Tract 9, W/2 SE/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Lease Date: 8/14/1990
Recorded: Book 76, Page 216
Lessor: Lovella Kilman and Lisa Breau, aka Lisa Williams
Original Lessee: BK Energy Company
Description of land Pooled: Tract 9, W/2 SE/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Tract 10

Lease Date: 4/01/1971
Recorded: Book 86, Page 713
Lessor: State of New Mexico L-5364
Original Lessee: L.D. Williams & Glen B. Williams
Description of land Pooled: Tract 10, W/2 of Section 36, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 320 Acres

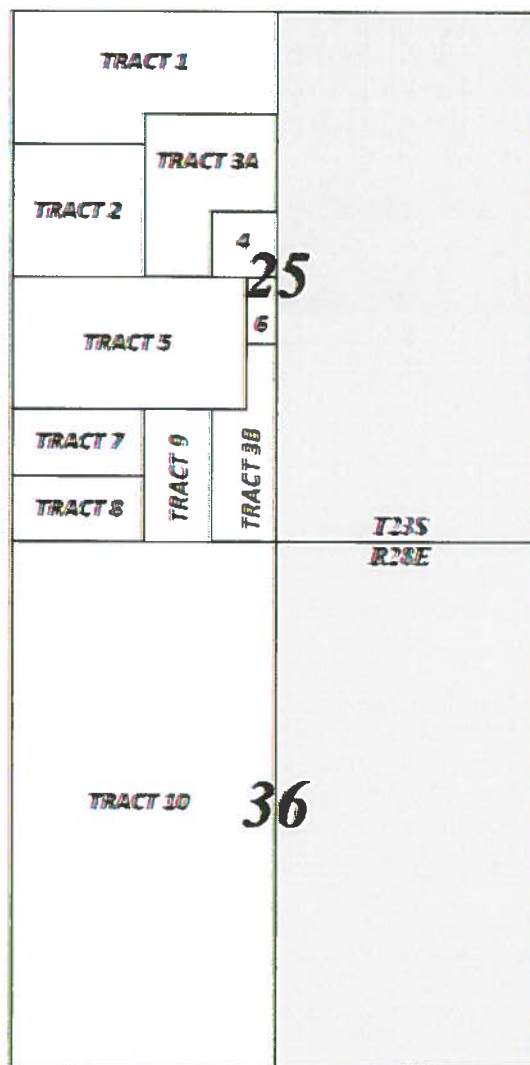
END OF EXHIBIT "A" - Pooled Leases

EXHIBIT "B " - Unit Acreage

Township 23 South, Range 28 East:
Section 25: W/2

AND

Township 23 South, Range 28 East:
Section 36: W/2
Eddy County, New Mexico



TRACT NO.	LEGAL DESCRIPTION	ACREAGE
TRACT 1	N 1/2 of NW 1/4, N 1/2 NE 1/4 NW 1/4 and N 1/2 S 1/2 NE 1/4 NW 1/4 off Sec 25, T23S, R28E	70
TRACT 2	SW 1/4 NW 1/4 off Sec 25, T23S, R28E	40
TRACT 3A and 3B	E 1/2 SE 1/4 SW 1/4, E 1/2 SE 1/4 NE 1/4 SW 1/4, SW 1/4 SE 1/4 NW 1/4, N 1/2 SE 1/4 NW 1/4 and S 1/2 S 1/2 NE 1/4 NW 1/4 off Sec 25, T23S, R28E	65
TRACT 4	SE 1/4 SE 1/4 NW 1/4 off Sec 25, T23S, R28E	10
TRACT 5	N 1/2 of SW 1/4, NE 1/2 NE 1/4 SW 1/4, NW 1/2 NE 1/4 SW 1/4, off Sec 25, T23S, R28E	70
TRACT 6	E 1/2 NE 1/4 NE 1/4 off Sec 25, T23S, R28E	5
TRACT 7	N 1/2 SW 1/4 SW 1/4 off Sec 25, T23S, R28E	20
TRACT 8	S 1/2 SW 1/4 SW 1/4 off Sec 25, T23S, R28E	20
TRACT 9	SW 1/4 SE 1/4 SW 1/4 off Sec 25, T23S, R28E	20
TRACT 10	N 1/2 off Sec 36, T23S, R28E	320
		<hr/> 650

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	70.00	10.9375%
2	40.00	6.25%
3a and 3b	65.00	10.15625%
4	10.00	1.5625%
5	70.00	10.9375%
6	5.00	0.78125%
7	20.00	3.125%
8	20.00	3.125%
9	20.00	3.125%
10	320.00	50.00%
Total	640.00	100.0000%

END OF EXHIBIT "B" – Unit Acreage

EXHIBIT "C" - Force Pool Order

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

**IN THE MATTER OF APPLICATION FOR
COMPULSORY POOLING SUBMITTED BY
CHEVRON U.S.A.**

**CASE NO. 21113
ORDER NO. R-21202**

ORDER

The Director of the New Mexico Oil Conservation Division ("OCD"), having heard this matter through a Hearing Examiner on March 5th, 2020, and after considering the testimony, evidence, and recommendation of the Hearing Examiner, issues the following Order.

FINDINGS OF FACT

1. Chevron U.S.A. ("Operator") submitted an application ("Application") to compulsorily pool the uncommitted oil and gas interests within the spacing unit ("Unit") described in Exhibit A. The Unit is expected to be a standard horizontal spacing unit. 19.15.16.15(B) NMAC. Operator seeks to be designated the operator of the Unit.
2. Operator will dedicate the well(s) described in Exhibit A ("Well(s)") to the Unit.
3. Operator proposes the supervision and risk charges for the Well(s) described in Exhibit A.
4. Operator identified the owners of uncommitted interests in oil and gas minerals in the Unit and provided evidence that notice was given.
5. The Application was heard by the Hearing Examiner on the date specified above, during which Operator presented evidence through affidavits in support of the Application. No other party presented evidence at the hearing.

CONCLUSIONS OF LAW

6. OCD has jurisdiction to issue this Order pursuant to NMSA 1978, Section 70-2-17.
7. Operator is the owner of an oil and gas working interest within the Unit.
8. Operator satisfied the notice requirements for the Application and the hearing as required by 19.15.4.12 NMAC.
9. OCD satisfied the notice requirements for the hearing as required by 19.15.4.9 NMAC.

10. Operator has the right to drill the Well(s) to a common source of supply at the depth(s) and location(s) in the Unit described in Exhibit A.
11. The Unit contains separately owned uncommitted interests in oil and gas minerals.
12. Some of the owners of the uncommitted interests have not agreed to commit their interests to the Unit.
13. The pooling of uncommitted interests in the Unit will prevent waste and protect correlative rights, including the drilling of unnecessary wells.
14. This Order affords to the owner of an uncommitted interest the opportunity to produce his just and equitable share of the oil or gas in the pool.

ORDER

15. The uncommitted interests in the Unit are pooled as set forth in Exhibit A.
16. The Unit shall be dedicated to the Well(s) set forth in Exhibit A.
17. Operator is designated as operator of the Unit and the Well(s).
18. If the location of a well will be unorthodox under the spacing rules in effect at the time of completion, Operator shall obtain the OCD's approval for a non-standard location in accordance with 19.15.16.15(C) NMAC.
19. The Operator shall commence drilling the Well(s) within one year after the date of this Order, and complete each Well no later than one (1) year after the commencement of drilling the Well.
20. This Order shall terminate automatically if Operator fails to comply with Paragraph 19 unless Operator obtains an extension by an amendment of this Order for good cause shown.
21. The infill well requirements in 19.15.13.9 NMAC through 19.15.13.12 NMAC shall be applicable.
22. Operator shall submit to each owner of an uncommitted working interest in the pool ("Pooled Working Interest") an itemized schedule of estimated costs to drill, complete, and equip the well ("Estimated Well Costs").
23. No later than thirty (30) days after Operator submits the Estimated Well Costs, the owner of a Pooled Working Interest shall elect whether to pay its share of the Estimated Well Costs or its share of the actual costs to drill, complete and equip the well ("Actual Well Costs") out of production from the well. An owner of a Pooled

Working Interest who elects to pay its share of the Estimated Well Costs shall render payment to Operator no later than thirty (30) days after the expiration of the election period, and shall be liable for operating costs, but not risk charges, for the well. An owner of a Pooled Working Interest who fails to pay its share of the Estimated Well Costs or who elects to pay its share of the Actual Well Costs out of production from the well shall be considered to be a "Non-Consenting Pooled Working Interest."

24. No later than one hundred eighty (180) days after Operator submits a Form C-105 for a well, Operator shall submit to OCD and each owner of a Pooled Working Interest an itemized schedule of the Actual Well Costs. The Actual Well Costs shall be considered to be the Reasonable Well Costs unless OCD or an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If OCD or an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Reasonable Well Costs after public notice and hearing.
25. No later than sixty (60) days after the expiration of the period to file a written objection to the Actual Well Costs or OCD's order determining the Reasonable Well Costs, whichever is later, each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs shall pay to Operator its share of the Reasonable Well Costs that exceed the Estimated Well Costs, or Operator shall pay to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs its share of the Estimated Well Costs that exceed the Reasonable Well Costs.
26. The reasonable charges for supervision to drill and produce a well ("Supervision Charges") shall not exceed the rates specified in Exhibit A, provided however that the rates shall be adjusted annually pursuant to the COPAS form entitled "Accounting Procedure-Joint Operations."
27. No later than within ninety (90) days after Operator submits a Form C-105 for a well, Operator shall submit to OCD and each owner of a Pooled Working Interest an itemized schedule of the reasonable charges for operating and maintaining the well ("Operating Charges"), provided however that Operating Charges shall not include the Reasonable Well Costs or Supervision Charges. The Operating Charges shall be considered final unless OCD or an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If OCD or an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Operating Charges after public notice and hearing.
28. Operator may withhold the following costs and charges from the share of production due to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs: (a) the proportionate share of the Supervision Charges; and (b) the proportionate share of the Operating Charges.

29. Operator may withhold the following costs and charges from the share of production due to each owner of a Non-Consenting Pooled Working Interest: (a) the proportionate share of the Reasonable Well Costs; (b) the proportionate share of the Supervision and Operating Charges; and (c) the percentage of the Reasonable Well Costs specified as the charge for risk described in Exhibit A.
30. Operator shall distribute a proportionate share of the costs and charges withheld pursuant to paragraph 29 to each Pooled Working Interest that paid its share of the Estimated Well Costs.
31. Each year on the anniversary of this Order, and no later than ninety (90) days after each payout, Operator shall provide to OCD and each owner of a Non-Consenting Pooled Working Interest a schedule of the revenue attributable to a well and the Supervision and Operating Costs charged against that revenue.
32. Any cost or charge that is paid out of production shall be withheld only from the share due to an owner of a Pooled Working Interest. No cost or charge shall be withheld from the share due to an owner of a royalty interests. For the purpose of this Order, an unleased mineral interest shall consist of a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest.
33. Except as provided above, Operator shall hold the revenue attributable to a well that is not disbursed for any reason for the account of the person(s) entitled to the revenue as provided in the Oil and Gas Proceeds Payment Act, NMSA 1978, Sections 70-10-1 *et seq.*, and relinquish such revenue as provided in the Uniform Unclaimed Property Act, NMSA 1978, Sections 7-8A-1 *et seq.*
34. The Unit shall terminate if (a) the owners of all Pooled Working Interests reach a voluntary agreement; or (b) the well(s) drilled on the Unit are plugged and abandoned in accordance with the applicable rules. Operator shall inform OCD no later than thirty (30) days after such occurrence.
35. OCD retains jurisdiction of this matter for the entry of such orders as may be deemed necessary.

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**


ADRIENNE SANDOVAL
DIRECTOR
AES/kms

Date: 4/07/2020

CASE NO. 21113
ORDER NO. R-21202

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Exhibit A

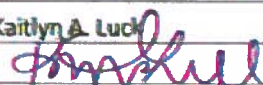
COMPULSORY POOLING APPLICATION CHECKLIST (pdf)	
ALL INFORMATION IN THE APPLICATION MUST BE SUPPORTED BY SIGNED AFFIDAVITS	
Case: 21113	APPLICANT'S RESPONSE
Date: March 5, 2020	
Applicant	Chevron U.S.A. Inc.
Designated Operator & OGRID (affiliation if applicable)	Chevron U.S.A. Inc. (OGRID No. 4323)
Applicant's Counsel:	Holland & Hart LLP
Case Title:	APPLICATION OF CHEVRON U.S.A. INC. FOR COMPULSORY POOLING, EDDY COUNTY, NEW MEXICO
Entries of Appearance/Intervenors:	Kaiser-Francis Oil Company
Well Family	CB CAL 25 36 State Com 08 wells
Formation/Pool	
Formation Name(s) or Vertical Extent:	Wolfcamp
Primary Product (Oil or Gas):	Gas
Pooling this vertical extent:	Wolfcamp formation
Pool Name and Pool Code:	Purple Sage; Wolfcamp (Gas) Pool [Pool Code 98220]
Well Location Setback Rules:	Purple Sage; Wolfcamp (Gas) Pool Rules
Spacing Unit Size:	640 acres, more or less
Spacing Unit	
Type (Horizontal/Vertical)	Horizontal
Size (Acres)	640 acres, more or less
Building Blocks:	Half Sections
Orientation:	North/South
Description: TRS/County	W/2 of Sections 25 and 36, Township 23 South, Range 28 East, NMPM, Eddy County, New Mexico
Standard Horizontal Well Spacing Unit (Y/N), If No, describe	Yes
Other Situations	
Depth Severance: Y/N. If yes, description	No
Proximity Tracts: If yes, description	No
Proximity Defining Well: if yes, description	N/A
Applicant's Ownership in Each Tract	Exhibit C-3
Well(s)	
Name & API (if assigned), surface and bottom hole location, footages, completion target, orientation, completion status (standard or non-standard)	

BEFORE THE OIL CONSERVATION DIVISION
 Santa Fe, New Mexico
 Exhibit No. A
 Submitted by: Chevron U.S.A. Inc.
 Hearing Date: March 05, 2020
 Case No. 21113

CASE NO. 21113
 ORDER NO. R-21202

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Well #1	<p>CR CA 25-36 State Comm Well No. 40315, API No. 30-015-46631</p> <p>SH: 214 feet from the North line and 534 feet from the West line, (Unit O) of Section 25, Township 23 South, Range 28 East, NMPM.</p> <p>BM: 50 feet from the South line and 330 feet from the West line, (Unit M) of Section 26, Township 23 South, Range 28 East, NMPM.</p> <p>*Completion Target: Workcamp at approx 9,744 feet TVD.</p> <p>*Well Orientation: North to South</p> <p>*Completion location expected to be standard</p>
Well #2	<p>CR CA 25-36 State Comm Well No. 40315, API No. 30-015-46632</p> <p>SH: 234 feet from the North line and 584 feet from the West line, (Unit O) of Section 25, Township 23 South, Range 28 East, NMPM.</p> <p>BM: 50 feet from the South line and 1380 feet from the West line, (Unit N) of Section 26, Township 23 South, Range 28 East, NMPM.</p> <p>*Completion Target: Workcamp at approx 9,744 feet TVD.</p> <p>*Well Orientation: North to South</p> <p>*Completion location expected to be standard</p>
Well #3	<p>CR CA 25-36 State Comm Well No. 40315, API No. 30-015-46632</p> <p>SH: 234 feet from the North line and 609 feet from the West line, (Unit O) of Section 25, Township 23 South, Range 28 East, NMPM.</p> <p>BM: 50 feet from the South line and 2110 feet from the West line, (Unit N) of Section 26, Township 23 South, Range 28 East, NMPM.</p> <p>*Completion Target: Workcamp at approx 9,744 feet TVD.</p> <p>*Well Orientation: North to South</p> <p>*Completion location expected to be standard</p>
Horizontal Well First and Last Take Points	Exhibit C-2
Completion Target (Formation, TVD and MD)	Exhibit C-4
APE Capex and Operating Costs	
Drilling Supervision/Month \$	\$8,000
Production Supervision/Month \$	\$800
Justification for Supervision Costs	Exhibit C, C-4
Requested Risk Charge	Exhibit C
Notice of Hearing	
Proposed Notice of Hearing	Exhibit B
Proof of Mailed Notice of Hearing (20 days before hearing)	Exhibit E
Proof of Published Notice of Hearing (10 days before hearing)	Exhibit F
Ownership Determination	
Land Ownership Schematic of the Spacing Unit	Exhibit C-3
Tract List (including lease numbers and owners)	Exhibit C-3
Pooled Parties (including ownership type)	Exhibit C-3
Unlocatable Parties to be Pooled	N/A
Ownership Depth Severance (including percentage above & below)	None
Joinder	

Sample Copy of Proposal Letter	Exhibit C-4
List of Interest Owners (ie Exhibit A of JDA)	Exhibit C-4
Chronology of Contact with Non-Joined Working Interests	Exhibit C-5
Overhead Rates In Proposal Letter	Exhibit C-4
Cost Estimate to Drill and Complete	Exhibit C-4
Cost Estimate to Equip Well	Exhibit C-4
Cost Estimate for Production Facilities	Exhibit C-4
Geology	
Summary (including special considerations)	Exhibit D
Spacing Unit Schematic	Exhibit D, D-2
Gunbarrel/Lateral Trajectory Schematic	N/A
Well Orientation (with rationale)	Exhibit D, D-2, D-3, D-4, D-5
Target Formation	Exhibit D, D-2, D-3, D-4, D-5
HSU Cross Section	Exhibit D, D-4, D-5
Depth Severance Discussion	N/A
Forms, Figures and Tables	
C-102	Exhibit C-2
Tracts	Exhibit C-3
Summary of Interests, Unit Recapitulation (Tracts)	Exhibit C-3
General Location Map (including basin)	Exhibit D-2
Well Bore Location Map	Exhibit D-2, D-3
Structure Contour Map - Subsea Depth	Exhibit D-3
Cross Section Location Map (including wells)	Exhibit D, D-3, D-4
Cross Section (including Landing Zone)	Exhibit D, D-3, D-4
Additional Information	
CERTIFICATION: I hereby certify that the information provided in this checklist is complete and accurate.	
Printed Name (Attorney or Party Representative):	Kaitlyn A. Luck
Signed Name (Attorney or Party Representative):	
Date:	5-Mar-20

END OF EXHIBIT "C" - Force Pool Order

CASE NO. 21113
ORDER NO. R-21202

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DECLARATION OF UNIT
CB MOTHMA 23 14 FEE 10

STATE OF NEW MEXICO

COUNTY OF EDDY

The undersigned, by virtue of the authority conferred in the oil, gas and mineral leases listed on Exhibit A-Pooled Leases ("Leases"), do hereby pool, consolidate, combine, and unitize the Leases, insofar as the Leases cover production from the land described in Exhibit B-Unit Acreage ("Unit Acreage") and do pool, consolidate, combine, and unitize the royalties, working interests, overriding royalties, production payments, and all other interests pertaining to the Leases and the Unit Acreage and production therefrom, insofar and only insofar as the Leases and other interests cover and include all oil, gas, and other related hydrocarbons produced from a well on the Unit as herein described ("Unitized Substance"), in and under the Unit Acreage from the subsurface interval known as the Wolfcamp formation beneath the Unit Acreage ("Unitized Interval"), so as to form a single operating production unit for the production of Unitized Substances. As used herein, the words "include(s)" and "including" are not limiting, but are terms of enlargement so other items or components are includable although not specifically expressed.

- 1) Production of Unitized Substances. The production of Unitized Substances from any part of the Unit Acreage, insofar as the Unit Acreage covers the Unitized Interval, will constitute production of such Unitized Substances from all of the Leases contained in the Unit. Drilling or reworking operations or other operations conducted on the Unit for the production of Unitized Substances, will constitute operations for the production of Unitized Substances on all of the Leases and Unit Acreage.
- 2) Description of Unit. The unit formed hereby shall be known as the CB MOTHMA 23 14 FEE 10 ("Unit") containing 640 acres of land, more or less, described as the W/2 of Section 14, Township 23 South, Range 28 East, and the W/2 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico. The Contract Area is hereby limited in depth from the stratigraphic equivalent of the top of the Wolfcamp formation, as seen at 9,630 feet beneath the surface, to the stratigraphic equivalent of the base of the Wolfcamp formation, as seen at 11,087 feet beneath the surface, as shown in that certain Schlumberger Gamma Ray and Dual Laterolog/MSFL, dated November 10, 1978, in the Williams Gas Com #1 (API # 30-015-22686), located in Section 34, Township 23 South, Range 28 East, Eddy County, New Mexico SAVE AND EXCEPT the Macho Grande State #2H (API # 30-015-42659) well.
- 3) Distribution of Interests. All Unitized Substances produced from any well on the Unit shall be allocated proportionately among all of the tracts within the Unit proportionate to the number of acres in each tract included in the Unit bears to the

total number of acres in the Unit. All working interests, royalties, overriding royalties, production payments, and all other interests in the Leases shall be computed on the basis of the respective interests in the production allocated to the tract or tracts in which those interests are owned.

- 4) Acceptance of Terms. All parties owning any interest in the oil, gas, and other related hydrocarbons in and under the Unit Acreage who execute this instrument or a counterpart thereof, or who ratify the same, or who hereafter acquire an interest in the Unit Acreage subject to the terms hereof, hereby adopt and confirm the creation of the Unit and agree to all of the terms hereof, and covenant that any leases or assignments affecting their interests are amended to the extent necessary to authorize the formation of the Unit and conform to all of the terms hereof. In the event the owners of the Leases, or their respective heirs, successors, or assigns, own any lease or interest in a lease covering lands within the Unit Acreage other than those listed on Exhibit A, or any unleased interest in the Unit Acreage, the same is hereby pooled into the Unit without the necessity of specifically enumerating that lease or interest and the specific land it covers.
- 5) No Cross-Conveyance. Notwithstanding anything to the contrary herein, this instrument does not cause or intend to cause any cross-assignment or cross conveyance of any lease or interest covered hereby.
- 6) Effective Date. The Unit is effective as of June 3, 2021 or from the date of first production from the Unitized Interval, whichever first occurs (the "Effective Date"), and will remain in effect so long thereafter as Unitized Substances are produced from the Unit or as long as drilling, reworking, plugging back, or sidetracking operations are conducted on any well on Unit Acreage completed in or targeted for the Unitized Interval, with no cessation of more than 60 consecutive days, and if any such operations result in the production of Unitized Substances, for so long thereafter as the same are produced, or such operations are again commenced within 60 days from the cessation of production. It will be considered that Unitized Substances are being produced in paying quantities while a well is shut in on the Unit and the lessees of the Leases pay or tender shut-in rentals or royalties in accordance with the terms of the Leases or otherwise perpetuate the Leases pursuant to each of their respective terms and conditions.
- 7) Right to Amend. The undersigned reserve the continuing right to amend, correct, or alter this instrument and the Unit including increasing, decreasing, or changing the configuration of the unit acreage, and relocating or changing the Unitized Interval, at any time and from time to time after the original formation hereof. Any such amendment must be in writing, signed by the parties bound hereby and filed for record in Eddy County, New Mexico.
- 8) Counterparts. For convenience, this instrument may be executed in multiple counterparts, with each separate counterpart constituting a valid and binding instrument. Each of the undersigned agree that for recording purposes their

respective signature pages and acknowledgements may be removed from their respective counterpart and attached to a single Declaration of Unit.


- 9) Compulsory Pooled Interest. Pursuant to that certain Compulsory Pooling Order No. R-21729 dated June 3, 2021, and attached as Exhibit C – Compulsory Pooling Order to this Declaration of Unit, all uncommitted working interests, royalty interests, overriding royalty interests, and other interests, whatever they may be, in the oil and gas in the Wolfcamp formation underlying the Unit Acreage have been effectively pooled.

IN WITNESS WHEREOF, this Declaration of Unit is executed by the undersigned on the respective dates set opposite their names below, but is effective as of the date hereinabove provided.

OPERATOR:

CHEVRON U.S.A. INC.

3/17/2022

By: 
IRVIN R GUTIERREZ

Date

Operator/Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2022, before me, a Notary Public for the State of New Mexico, personally appeared _____, known to me to be the Attorney-In-Fact of Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

NON-OPERATORS:

FR ENERGY, LLC

Dated: 03/21/2022

By: [Signature]

Name: Travis Pace

Title: COO

STATE OF Texas §

COUNTY OF Harris §

The foregoing instrument was acknowledged before me on this 21 day of March, 2022

by Travis Pace, as
CEO of FR Energy, LLC, a
_____, on behalf of said
_____.

My Commission Expires: 8/16/2022

[Signature]

Notary Public,

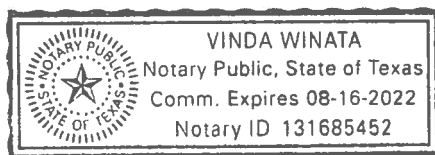


EXHIBIT "A" - Pooled Leases

Attached to and made a part of that certain Declaration of Unit covering the W/2 of Section 14, Township 23 South, Range 28 East, and the W/2 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico., containing 640 Acres more or less.

The Contract Area is hereby limited in depth from the stratigraphic equivalent of the top of the Wolfcamp formation, as seen at 9,630 feet beneath the surface, to the stratigraphic equivalent of the base of the Wolfcamp formation, as seen at 11,087 feet beneath the surface, as shown in that certain Schlumberger Gamma Ray and Dual Laterolog/MSFL, dated November 10, 1978, in the Williams Gas Com #1 (API # 30-015-22686), located in Section 34, Township 23 South, Range 28 East, Eddy County, New Mexico SAVE AND EXCEPT the Macho Grande State #2H (API # 30-015-42659) well.

Oil and Gas Leases subject to this Agreement:**Tract 1**

Lease Date: 03/14/1974
Recorded: Book 114, Page 909
Lessor: Teledyne Potash, Inc.
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 1, N/2 NW/4 of Section 14, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other land.
Number of Acres: 80 acres

Tract 2

Lease Date: 03/23/1978
Recorded: Book 154, Page 1042
Lessor: Melton E. Trachta et ux
Original Lessee: Amoco Production Company
Description of land Pooled: Lot 2, SW/4 NW/4 and NW/4 SW/4 of Section 14, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 80 Acres

Lease Date: 03/23/1978
Recorded: Book 154, Page 1038
Lessor: Gregory S. Trachta et ux
Original Lessee: Amoco Production Company
Description of land Pooled: Lot 2, SW/4 NW/4 and NW/4 SW/4 of Section 14, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 80 Acres

Tract 3

Lease Date: 12/21/1978
Recorded: Book 166, Page 1049
Lessor: Frances Prichard et al
Original Lessee: Amoco Production Company
Description of land Pooled: NW/4 NE/4 SW/4 of Section 14, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 12/21/1973
Recorded: Book 112, Page 796
Lessor: Frances Louise Prichard et vir
Original Lessee: Amoco Production Company
Description of land Pooled: NW/4 NE/4 SW/4 of Section 14, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Tract 4

Lease Date: 10/24/1977
Recorded: Book 151, Page 831
Lessor: Albert Berger et us
Original Lessee: Amoco Production Company
Description of land Pooled: SE/4 NW/4 of Section 14, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Lease Date: 7/19/1973
Recorded: Book 105, Page 512
Lessor: Candelario Carrasco
Original Lessee: Amoco Production Company
Description of land Pooled: SE/4 NW/4 of Section 14, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Lease Date: 11/1/1977
Recorded: Book 152, Page 388
Lessor: Aguila Cattle Co Inc.
Original Lessee: Clifton Wilderspin
Description of land Pooled: SE/4 NW/4 of Section 14, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Lease Date: 10/24/1977
Recorded: Book 151, Page 789
Lessor: Saul Baker et ux
Original Lessee: Amoco Production Company
Description of land Pooled: SE/4 NW/4 of Section 14, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Tract 5

Lease Date: 2/7/1974
Recorded: Book 119, Page 350 also see Book 115, Page 591
Lessor: Alexander Ruth Guitar
Original Lessee: Earl Whisnand
Description of land Pooled: NE/4 NE/4 SW/4, S/2 NE/4 SW/4 and S/2 SW/4 of Section 14, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 110 Acres

Tract 6

Lease Date: 3/22/1973
Recorded: Book 98, Page 34
Lessor: Johnnie L. Reid et ux
Original Lessee: Clifton Wilderspin
Description of land Pooled: NE/4 NW/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Tract 7

Lease Date: 3/27/1973
Recorded: Book 98, Page 52
Lessor: Arthur R. Donaldson, aka Richard Donaldson et ux
Original Lessee: Clifton Wilderspin
Description of land Pooled: NW/4 NW/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Lease Date: 3/16/1978
Recorded: Book 156, Page 394
Lessor: Claude E. Estes and Clara L. Estes
Original Lessee: Amoco Production Company
Description of land Pooled: 0.54 acres in the NW/4 NW/4 NW/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
— **Number of Acres:** 0.54 acres Acres

Tract 8

Lease Date: 3/27/1973
Recorded: Book 98, Page 52
Lessor: Arthur R. Donaldson, aka Richard Donaldson et ux
Original Lessee: Clifton Wilderspin
Description of land Pooled: SE/4 NW/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Tract 9

Lease Date: 3/27/1973
Recorded: Book 98, Page 52
Lessor: Arthur R. Donaldson, aka Richard Donaldson et ux
Original Lessee: Clifton Wilderspin
Description of land Pooled: SW/4 NW/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Tract 10

Lease Date: 10/27/1971
Recorded: Book 152, Page 378
Lessor: Repps B. Guitar, Jr. et al
Original Lessee: Clifton Wilderspin
Description of land Pooled: N/2 SW/4 and SW/4 SW/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 120 Acres

Tract 11

Lease Date: 3/30/1973
Recorded: Book 99, Page 149
Lessor: Brantley Draper Jr. et ux
Original Lessee: Clifton Wilderspin
Description of land Pooled: SE/4 SW/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Lease Date: 3/30/1973
Recorded: Book 100, Page 405
Lessor: Claiborne M. Power, fka Claiborne M. Brantley, a married woman dealing in separate property & estate acting by and thru her duly appointed agent and attorney in fact, Mary Frances Merchant
Original Lessee: Clifton Wilderspin
Description of land Pooled: SE/4 SW/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Lease Date: 3/31/1978
Recorded: Book 156, Page 418
Lessor: Merland Incorporated
Original Lessee: Amoco Production Company
Description of land Pooled: SE/4 SW/4 of Section 23, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

END OF EXHIBIT "A" - Pooled Leases

EXHIBIT "B" - Unit Acreage

Township 23 South, Range 28 East:

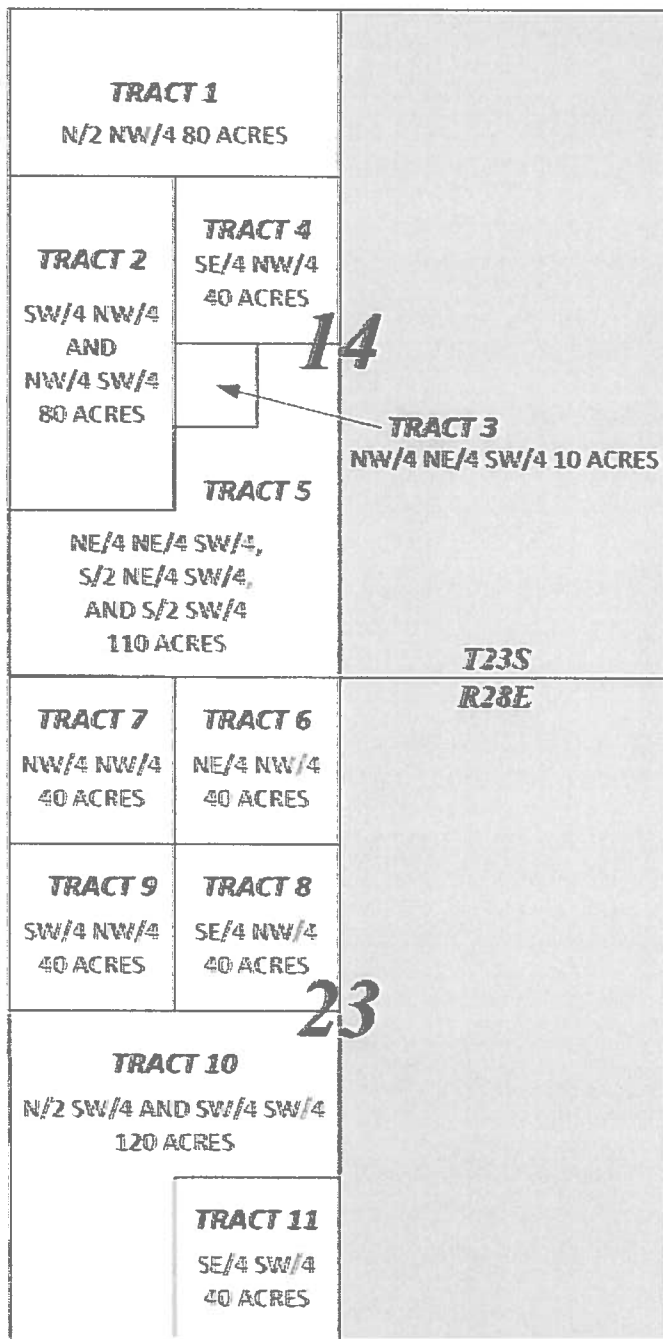
Section 14: W/2

AND

Township 23 South, Range 28 East:

Section 23: W/2

Eddy County, New Mexico



RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	12.5%
2	80.00	12.5%
3	10.00	1.5625%
4	40.00	6.25%
5	110.00	17.1875%
6	40.00	6.25%
7	40.00	6.25%
8	40.00	6.25%
9	40.00	6.25%
10	120.00	18.75%
11	40.00	6.25%
Total	640.00	100.0000%

END OF EXHIBIT "B" – Unit Acreage

Exhibit "C" - Force Pool Order

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

**IN THE MATTER OF APPLICATION FOR
COMPULSORY POOLING SUBMITTED BY
CHEVRON U.S.A., INC.,**

**CASE NO. 21920
ORDER NO. R-21729**

ORDER

The Director of the New Mexico Oil Conservation Division ("OCD"), having heard these matters through a Hearing Examiner on June 3, 2021, and after considering the testimony, evidence, and recommendation of the Hearing Examiner, issues the following Orders:

FINDINGS OF FACT

1. Chevron U.S.A., Inc. ("Operator"), submitted an application ("Application") to compulsorily pool the uncommitted oil and gas interests within the spacing unit ("Unit") described in Exhibit A. The Unit is expected to be a standard horizontal spacing unit. 19.15.16.15(B) NMAC. Operator seeks to be designated the operator of the Unit.
2. Operator will dedicate the well(s) described in Exhibit A ("Well(s)") to the Unit.
3. Operator proposes the supervision and risk charges for the Well(s) described in Exhibit A.
4. Operator identified the owners of uncommitted interests in oil and gas minerals in the Unit and provided evidence that notice was given.
5. The Application was heard by the Hearing Examiner on the date specified above, during which Operator presented evidence through affidavits in support of the Application. No other party presented evidence at the hearing.

CONCLUSIONS OF LAW

6. OCD has jurisdiction to issue this Order pursuant to NMSA 1978, Section 70-2-17.
7. Operator is the owner of an oil and gas working interest within the Unit.
8. Operator satisfied the notice requirements for the Application and the hearing as required by 19.15.4.12 NMAC.
9. OCD satisfied the notice requirements for the hearing as required by 19.15.4.9 NMAC.

10. Operator has the right to drill the Well(s) to a common source of supply at the depth(s) and location(s) in the Unit described in Exhibit A.
11. The Unit contains separately owned uncommitted interests in oil and gas minerals.
12. Some of the owners of the uncommitted interests have not agreed to commit their interests to the Unit.
13. The pooling of uncommitted interests in the Unit will prevent waste and protect correlative rights, including the drilling of unnecessary wells.
14. This Order affords to the owner of an uncommitted interest the opportunity to produce his just and equitable share of the oil or gas in the pool.

ORDER

15. The uncommitted interests in the Unit are pooled as set forth in Exhibit A.
16. The Unit shall be dedicated to the Well(s) set forth in Exhibit A.
17. Operator is designated as operator of the Unit and the Well(s).
18. If the location of a well will be unorthodox under the spacing rules in effect at the time of completion, Operator shall obtain the OCD's approval for a non-standard location in accordance with 19.15.16.15(C) NMAC.
19. The Operator shall commence drilling the Well(s) within one year after the date of this Order, and complete each Well no later than one (1) year after the commencement of drilling the Well.
20. This Order shall terminate automatically if Operator fails to comply with Paragraph 19 unless Operator obtains an extension by amending this Order for good cause shown.
21. The infill well requirements in 19.15.13.9 NMAC through 19.15.13.12 NMAC shall be applicable.
22. Operator shall submit each owner of an uncommitted working interest in the pool ("Pooled Working Interest") an itemized schedule of estimated costs to drill, complete, and equip the well ("Estimated Well Costs").
23. No later than thirty (30) days after Operator submits the Estimated Well Costs, the owner of a Pooled Working Interest shall elect whether to pay its share of the Estimated Well Costs or its share of the actual costs to drill, complete and equip the

well ("Actual Well Costs") out of production from the well. An owner of a Pooled Working Interest who elects to pay its share of the Estimated Well Costs shall render payment to Operator no later than thirty (30) days after the expiration of the election period, and shall be liable for operating costs, but not risk charges, for the well. An owner of a Pooled Working Interest who fails to pay its share of the Estimated Well Costs or who elects to pay its share of the Actual Well Costs out of production from the well shall be considered to be a "Non-Consenting Pooled Working Interest."

24. No later than one hundred eighty (180) days after Operator submits a Form C-105 for a well, Operator shall submit to each owner of a Pooled Working Interest an itemized schedule of the Actual Well Costs. The Actual Well Costs shall be considered to be the Reasonable Well Costs unless an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Reasonable Well Costs after public notice and hearing.
25. No later than sixty (60) days after the expiration of the period to file a written objection to the Actual Well Costs or OCD's order determining the Reasonable Well Costs, whichever is later, each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs shall pay to Operator its share of the Reasonable Well Costs that exceed the Estimated Well Costs, or Operator shall pay to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs its share of the Estimated Well Costs that exceed the Reasonable Well Costs.
26. The reasonable charges for supervision to drill and produce a well ("Supervision Charges") shall not exceed the rates specified in Exhibit A, provided however that the rates shall be adjusted annually pursuant to the COPAS form entitled "Accounting Procedure-Joint Operations."
27. No later than within ninety (90) days after Operator submits a Form C-105 for a well, Operator shall submit to each owner of a Pooled Working Interest an itemized schedule of the reasonable charges for operating and maintaining the well ("Operating Charges"), provided however that Operating Charges shall not include the Reasonable Well Costs or Supervision Charges. The Operating Charges shall be considered final unless an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Operating Charges after public notice and hearing.
28. Operator may withhold the following costs and charges from the share of production due to each owner of a Pooled Working Interest who paid its share of

the Estimated Well Costs: (a) the proportionate share of the Supervision Charges; and (b) the proportionate share of the Operating Charges.

29. Operator may withhold the following costs and charges from the share of production due to each owner of a Non-Consenting Pooled Working Interest: (a) the proportionate share of the Reasonable Well Costs; (b) the proportionate share of the Supervision and Operating Charges; and (c) the percentage of the Reasonable Well Costs specified as the charge for risk described in Exhibit A.
30. Operator shall distribute a proportionate share of the costs and charges withheld pursuant to paragraph 29 to each Pooled Working Interest that paid its share of the Estimated Well Costs.
31. Each year on the anniversary of this Order, and no later than ninety (90) days after each payout, Operator shall provide to each owner of a Non-Consenting Pooled Working Interest a schedule of the revenue attributable to a well and the Supervision and Operating Costs charged against that revenue.
32. Any cost or charge that is paid out of production shall be withheld only from the share due to an owner of a Pooled Working Interest. No cost or charge shall be withheld from the share due to an owner of a royalty interests. For the purpose of this Order, an unleased mineral interest shall consist of a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest.
33. Except as provided above, Operator shall hold the revenue attributable to a well that is not disbursed for any reason for the account of the person(s) entitled to the revenue as provided in the Oil and Gas Proceeds Payment Act, NMSA 1978, Sections 70-10-1 *et seq.*, and relinquish such revenue as provided in the Uniform Unclaimed Property Act, NMSA 1978, Sections 7-8A-1 *et seq.*
34. The Unit shall terminate if (a) the owners of all Pooled Working Interests reach a voluntary agreement; or (b) the well(s) drilled on the Unit are plugged and abandoned in accordance with the applicable rules. Operator shall inform OCD no later than thirty (30) days after such occurrence.
35. OCD retains jurisdiction of this matter for the entry of such orders as may be deemed necessary.

STATE OF NEW MEXICO
OIL CONSERVATION DIVISION



ADRIENNE SANDOVAL
DIRECTOR
AES/kms

Date: 6/10/2021

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ORDER NO. R-21729

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Exhibit "A"

COMPULSORY POOLING APPLICATION CHECKLIST	
ALL INFORMATION IN THE APPLICATION MUST BE SUPPORTED BY SIGNED AFFIDAVITS	
Case: 21920	APPLICANT'S RESPONSE
Date	June 3, 2021
Applicant	Chevron U.S.A. Inc.
Designated Operator & OGRID (affiliation if applicable)	4323
Applicant's Counsel:	Holland & Hart LLP
Case Title:	<p>BEFORE THE OIL CONSERVATION DIVISION Santa Fe, New Mexico Exhibit No. 8 Submitted by: Chevron U.S.A. Inc. Hearing Date: June 03, 2021 Case No. 21920</p>
Entries of Appearance/Intervenors:	None
Well Family	CB Mothma 23 14 Fee 10 #401H & #402H wells
Formation/Pool	
Formation Name(s) or Vertical Extent:	Wolfcamp formation
Primary Product (Oil or Gas):	Oil
Pooling this vertical extent:	Wolfcamp formation
Pool Name and Pool Code:	Purple Sage; Wolfcamp (Gas) Pool (Pool Code 98220)
Well Location Setback Rules:	Special Rules Purple Sage; Wolfcamp (Gas) Pool (Pool Code 98220)
Spacing Unit Size:	640 acres
Spacing Unit	
Type (Horizontal/Vertical)	Horizontal
Size (Acres)	640 acres
Building Blocks:	320 acres
Orientation:	South-North
Description: TRS/County	W/2 of Sections 14 and 23, Township 23 South, Range 28 East, NMPM, Eddy County, New Mexico.
Standard Horizontal Well Spacing Unit (Y/N), If No, describe	Yes
Other Situations	
Depth Severance: Y/N. If yes, description	None
Proximity Tracts: If yes, description	No
Proximity Defining Well: if yes, description	N/A
Applicant's Ownership in Each Tract	Exhibit C-3
Well(s)	


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Name & API (if assigned), surface and bottom hole location, footages, completion target, orientation, completion status (standard or non-standard)	Add wells as needed
Well #1	CB Mothma 23 14 Fee 10 #401H well API No. (Pending) SHL: 929 FSL, 750 FWL (Unit M) Section 23, T23S, R28E, Eddy County, NM BHL: 50 FNL, 1380 FWL (Unit C) Section 14, T23S, R28E, Eddy County, NM Completion Target: Wolfcamp formation Orientation: South-North Completion Status: Standard
Well #2	CB Mothma 23 14 Fee 10 #402H well API No. (Pending) SHL: 929 FSL, 775 FWL (Unit M) Section 23, T23S, R28E, Eddy County, NM BHL: 50 FNL, 2170 FWL (Unit C) Section 14, T23S, R28E, Eddy County, NM Completion Target: Wolfcamp formation Orientation: South-North Completion Status: Standard
Horizontal Well First and Last Take Points	Exhibit C-1
Completion Target (Formation, TVD and MD)	Exhibit C-1, Exhibit D-4
AFE Capex and Operating Costs	
Drilling Supervision/Month \$	\$8,000
Production Supervision/Month \$	\$800
Justification for Supervision Costs	Exhibit C
Requested Risk Charge	200%
Notice of Hearing	
Proposed Notice of Hearing	Exhibit B
Proof of Mailed Notice of Hearing (20 days before hearing)	Exhibit E
Proof of Published Notice of Hearing (10 days before hearing)	Exhibit F
Ownership Determination	
Land Ownership Schematic of the Spacing Unit	Exhibit C-2
Tract List (including lease numbers and owners)	Exhibit C-3
Pooled Parties (including ownership type)	Exhibit C-3
Unlocatable Parties to be Pooled	None

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Ownership Depth Severance (including percentage above & below)	N/A
Joinder	
Sample Copy of Proposal Letter	Exhibit C-4
List of Interest Owners (ie Exhibit A of JOA)	Exhibit C-3
Chronology of Contact with Non-Joined Working Interests	Exhibit C-5
Overhead Rates In Proposal Letter	Exhibit C-4
Cost Estimate to Drill and Complete	Exhibit C-4
Cost Estimate to Equip Well	Exhibit C-4
Cost Estimate for Production Facilities	Exhibit C-4
Geology	
Summary (including special considerations)	Exhibit D
Spacing Unit Schematic	Exhibit D-1
Gunbarrel/Lateral Trajectory Schematic	Exhibit D-3
Well Orientation (with rationale)	Exhibit D
Target Formation	Exhibit D-4
HSU Cross Section	Exhibit D-4
Depth Severance Discussion	N/A
Forms, Figures and Tables	
C-102	Exhibit C-1
Tracts	Exhibit C-2
Summary of Interests, Unit Recapitulation (Tracts)	Exhibit C-3
General Location Map (including basin)	Exhibit D-1
Well Bore Location Map	Exhibit D-1
Structure Contour Map - Subsea Depth	Exhibit D-2
Cross Section Location Map (including wells)	Exhibit D-3
Cross Section (including Landing Zone)	Exhibit D-4
Additional Information	
Special Provisions/Stipulations	N/A
CERTIFICATION: I hereby certify that the information provided in this checklist is complete and accurate.	
Printed Name (Attorney or Party Representative):	Adam G. Rankin
Signed Name (Attorney or Party Representative):	
Date:	3-Jun-21

END OF EXHIBIT "C" - Force Pool Order

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DECLARATION OF UNIT
CB TANO 25 36 FEE 11 WC

STATE OF NEW MEXICO

COUNTY OF EDDY

The undersigned, by virtue of the authority conferred in the oil, gas and mineral leases listed on Exhibit A-Pooled Leases ("Leases"), do hereby pool, consolidate, combine, and unitize the Leases, insofar as the Leases cover production from the land described in Exhibit B-Unit Acreage ("Unit Acreage") and do pool, consolidate, combine, and unitize the royalties, working interests, overriding royalties, production payments, and all other interests pertaining to the Leases and the Unit Acreage and production therefrom, insofar and only insofar as the Leases and other interests cover and include all oil, gas, and other related hydrocarbons produced from a well on the Unit as herein described ("Unitized Substance"), in and under the Unit Acreage from the subsurface interval known as the Wolfcamp formation beneath the Unit Acreage ("Unitized Interval"), so as to form a single operating production unit for the production of Unitized Substances. As used herein, the words "include(s)" and "including" are not limiting but are terms of enlargement so other items or components are includable although not specifically expressed.

- 1) Production of Unitized Substances. The production of Unitized Substances from any part of the Unit Acreage, insofar as the Unit Acreage covers the Unitized Interval, will constitute production of such Unitized Substances from all of the Leases contained in the Unit. Drilling or reworking operations or other operations conducted on the Unit for the production of Unitized Substances, will constitute operations for the production of Unitized Substances on all of the Leases and Unit Acreage.
- 2) Description of Unit. The unit formed hereby shall be known as the CB TANO 26 35 FEE 11 WC ("Unit") containing 640 acres of land, more or less, described as the E/2 of Section 25, Township 23 South, Range 28 East, and the E/2 of Section 36, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico. The Contract Area is hereby limited in depth from the stratigraphic equivalent of the top of the Wolfcamp formation, as seen at 9,630 feet beneath the surface, to the stratigraphic equivalent of the base of the Wolfcamp formation, as seen at 11,087 feet beneath the surface, as shown in that certain Schlumberger Gamma Ray and Dual Laterolog/MSFL, dated November 10, 1978, in the Williams Gas Com #1 (API # 30-015-22686), located in Section 34, Township 23 South, Range 28 East, Eddy County, New Mexico SAVE AND EXCEPT the Macho Grande State #2H (API # 30-015-42659) well.
- 3) Distribution of Interests. All Unitized Substances produced from any well on the Unit shall be allocated proportionately among all of the tracts within the Unit proportionate to the number of acres in each tract included in the Unit bears to the

total number of acres in the Unit. All working interests, royalties, overriding royalties, production payments, and all other interests in the Leases shall be computed on the basis of the respective interests in the production allocated to the tract or tracts in which those interests are owned.

- 4) Acceptance of Terms. All parties owning any interest in the oil, gas, and other related hydrocarbons in and under the Unit Acreage who execute this instrument or a counterpart thereof, or who ratify the same, or who hereafter acquire an interest in the Unit Acreage subject to the terms hereof, hereby adopt and confirm the creation of the Unit and agree to all of the terms hereof, and covenant that any leases or assignments affecting their interests are amended to the extent necessary to authorize the formation of the Unit and conform to all of the terms hereof. In the event the owners of the Leases, or their respective heirs, successors, or assigns, own any lease or interest in a lease covering lands within the Unit Acreage other than those listed on Exhibit A, or any unleased interest in the Unit Acreage, the same is hereby pooled into the Unit without the necessity of specifically enumerating that lease or interest and the specific land it covers.
- 5) No Cross-Conveyance. Notwithstanding anything to the contrary herein, this instrument does not cause or intend to cause any cross-assignment or cross conveyance of any lease or interest covered hereby.
- 6) Effective Date. The Unit is effective as of March 5, 2020 or from the date of first production from the Unitized Interval, whichever first occurs (the "Effective Date"), and will remain in effect so long thereafter as Unitized Substances are produced from the Unit or as long as drilling, reworking, plugging back, or sidetracking operations are conducted on any well on Unit Acreage completed in or targeted for the Unitized Interval, with no cessation of more than 60 consecutive days, and if any such operations result in the production of Unitized Substances, for so long thereafter as the same are produced, or such operations are again commenced within 60 days from the cessation of production. It will be considered that Unitized Substances are being produced in paying quantities while a well is shut in on the Unit and the lessees of the Leases pay or tender shut-in rentals or royalties in accordance with the terms of the Leases or otherwise perpetuate the Leases pursuant to each of their respective terms and conditions.
- 7) Right to Amend. The undersigned reserve the continuing right to amend, correct, or alter this instrument and the Unit including increasing, decreasing, or changing the configuration of the unit acreage, and relocating or changing the Unitized Interval, at any time and from time to time after the original formation hereof. Any such amendment must be in writing, signed by the parties bound hereby and filed for record in Eddy County, New Mexico.
- 8) Counterparts. For convenience, this instrument may be executed in multiple counterparts, with each separate counterpart constituting a valid and binding instrument. Each of the undersigned agree that for recording purposes their

respective signature pages and acknowledgements may be removed from their respective counterpart and attached to a single Declaration of Unit.

- 9) Compulsory Pooled Interest. Pursuant to that certain Compulsory Pooling Order No. R-21202 dated March 5, 2020, and attached as Exhibit C – Compulsory Pooling Order to this Declaration of Unit, all uncommitted working interests, royalty interests, overriding royalty interests, and other interests, whatever they may be, in the oil and gas in the Wolfcamp formation underlying the Unit Acreage have been effectively pooled.

IN WITNESS WHEREOF, this Declaration of Unit is executed by the undersigned on the respective dates set opposite their names below, but is effective as of the date hereinabove provided.

OPERATOR:

CHEVRON U.S.A. INC.

3/29/2022

By:

LRMA
IRVIN R. GUTIERREZ

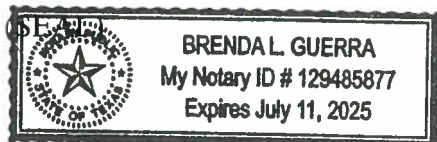
Date

Operator/Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF Texas)
) ss.
COUNTY OF Harris)

On this 29 day of March, 2022, before me, a Notary Public for the State of New Mexico, personally appeared IRVIN R. GUTIERREZ, known to me to be the Attorney-In-Fact of Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.



My Commission Expires

Brenda L Guerra
Notary Public

NON-OPERATOR:

FORTUNA III PERMIAN

Date

By: _____
Name:
Its:

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2022, before me, a Notary Public for the State of New Mexico, personally appeared _____, known to me to be the _____ of FORTUNA III PERMIAN, a _____, on behalf of the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

NON-OPERATOR:

CHISOS LTD.

Date

By: _____
Name:
Its:

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2022, before me, a Notary Public for the State of New Mexico, personally appeared _____, known to me to be the _____ of CHISOS LTD., a _____, on behalf of the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

NON-OPERATOR:

ACCELERATE RESOURCES OPERATING, LLC

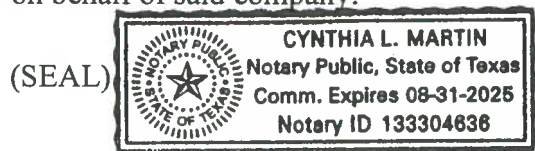
3/30/2022
Date

By: *John D. Crocker, Jr.*
Name: John D. Crocker, Jr.
Its: Vice President of Land and Business Development

ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF COLLIN)

This instrument was acknowledged before me on this 30th day of March 2022, by John D. Crocker, Jr., as Vice President of Land and Business Development of ACCELERATE RESOURCES OPERATING, LLC, a Delaware limited liability company, on behalf of said company.




8-31-2025
My Commission Expires

Cynthia L. Martin
Notary Public, State of Texas

NON-OPERATOR:

NORTEX CORPORATION

3/31/22
Date

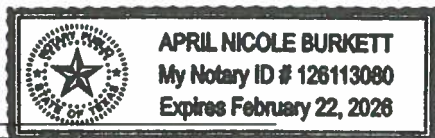
By: 
Name: **NORTEX CORPORATION**
Its: Robert W. Kent
Executive Vice President

ACKNOWLEDGEMENT

STATE OF Texas)
) ss.
COUNTY OF Sabine)

On this 31 day of March, 2022, before me, a Notary Public for the State of New Mexico, personally appeared Robert Kent, known to me to be the Executive Vice President of NORTEX CORPORATION, a Officer, on behalf of the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



My Commission Expires 2-22-2026


Notary Public

NON-OPERATOR:

KENT PRODUCTION, LLC

3/31/22
Date

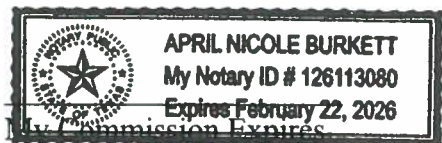
By: 
Name: **Kent Production LLC**
Its: **Robert W. Kent**
President

ACKNOWLEDGEMENT

STATE OF Texas)
) ss.
COUNTY OF Sabine)

On this 31 day of March, 2022, before me, a Notary Public for the State of New Mexico, personally appeared Robert Kent, known to me to be the President of KENT PRODUCTION, LLC, a Officer, on behalf of the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



2-22-2026


Notary Public

EXHIBIT "A" - Pooled Leases

Attached to and made a part of that certain Declaration of Unit covering the E/2 of Section 25, Township 23 South, Range 28 East, and the E/2 of Section 36, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico., containing 640 Acres more or less.

The Contract Area is hereby limited in depth from the stratigraphic equivalent of the top of the Wolfcamp formation, as seen at 9,630 feet beneath the surface, to the stratigraphic equivalent of the base of the Wolfcamp formation, as seen at 11,087 feet beneath the surface, as shown in that certain Schlumberger Gamma Ray and Dual Laterolog/MSFL, dated November 10, 1978, in the Williams Gas Com #1 (API # 30-015-22686), located in Section 34, Township 23 South, Range 28 East, Eddy County, New Mexico SAVE AND EXCEPT the Macho Grande State #2H (API # 30-015-42659) well.

Oil and Gas Leases subject to this Agreement:**Tract 1**

Lease Date:	03/30/1973
Recorded:	Book 99, Page 149
Lessor:	Draper Brantley, Jr.
Original Lessee:	Clifton Wilderspin
Description of land Pooled:	Tract 1, NE/4 NE/4, N/2 NW/4 NE/4, E/2 SE/4 NW/4 NE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other land.
Number of Acres:	65 acres
 Lease Date:	 03/30/1973
Recorded:	Book 100, Page 405
Lessor:	Claiborne M Power
Original Lessee:	Clifton Wilderspin
Description of land Pooled:	Tract 1, NE/4 NE/4, N/2 NW/4 NE/4, E/2 SE/4 NW/4 NE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other land.
Number of Acres:	65 acres
 Lease Date:	 03/31/1978
Recorded:	Book 156, Page 424
Lessor:	Merland Incorporated
Original Lessee:	Amoco Production Company
Description of land Pooled:	Tract 1, NE/4 NE/4, N/2 NW/4 NE/4, E/2 SE/4 NW/4 NE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other land.
Number of Acres:	65 acres

Lease Date: 01/27/2017
Recorded: Book 1091, Page 719
Lessor: Merland Inc.
Original Lessee: Scratch Properties LLC
Description of land Pooled: Tract 1, NE/4 NE/4, N/2 NW/4 NE/4, E/2 SE/4 NW/4 NE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other land.
Number of Acres: 65 acres

Tract 2

Lease Date: 03/14/2016
Recorded: Book 1064, Page 1013
Lessor: Nance M Coffey Trustee of The Nance M Coffey Trust a revocable trust dated the 7th of February, 2013
Original Lessee: J Bar Cane, Inc.
Description of land Pooled: Tract 2, SW/4 NW/4 NE/4, W/2 SE/4 NW/4 NE/4 of Section 26 Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 15 Acres

Lease Date: 03/14/2016
Recorded: Book 1064, Page 1017
Lessor: Carolyn R Corn and Paul V Carlile as Trustees of the Carolyn Ra Corn Revocable trust under agreement dated 07/30/2009
Original Lessee: J Bar Cane, Inc.
Description of land Pooled: Tract 2, SW/4 NW/4 NE/4, W/2 SE/4 NW/4 NE/4 of Section 26 Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 15 Acres

Lease Date: 06/20/2016
Recorded: Book 1077, Page 733
Lessor: Barret W Spiller
Original Lessee: J Bar Cane, Inc.
Description of land Pooled: Tract 2, SW/4 NW/4 NE/4, W/2 SE/4 NW/4 NE/4 of Section 26 Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 15 Acres

Lease Date: 06/20/2016
Recorded: Book 1077, Page 731
Lessor: Stacey Lampton
Original Lessee: J Bar Cane, Inc.
Description of land Pooled: Tract 2, SW/4 NW/4 NE/4, W/2 SE/4 NW/4 NE/4 of Section 26 Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 15 Acres

Lease Date: 07/21/2016
Recorded: Book 1078, Page 900
Lessor: Claudia Reed f/k/a Claudia Spiller
Original Lessee: J Bar Cane, Inc.
Description of land Pooled: Tract 2, SW/4 NW/4 NE/4, W/2 SE/4 NW/4 NE/4 of Section 26 Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 15 Acres

Lease Date: 03/14/2016
Recorded: Book 1064, Page 1015
Lessor: Norma Jean Spiller de Jong
Original Lessee: J Bar Cane, Inc.
Description of land Pooled: Tract 2, SW/4 NW/4 NE/4, W/2 SE/4 NW/4 NE/4 of Section 26 Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 15 Acres

Lease Date: 03/14/2016
Recorded: Book 1064, Page 1009
Lessor: Jimmie C Spiller
Original Lessee: J Bar Cane, Inc.
Description of land Pooled: Tract 2, SW/4 NW/4 NE/4, W/2 SE/4 NW/4 NE/4 of Section 26 Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.

Number of Acres: 15 Acres
Lease Date: 03/14/2016
Recorded: Book 1064, Page 1011
Lessor: Larry Todd Spiller
Original Lessee: J Bar Cane, Inc.
Description of land Pooled: Tract 2, SW/4 NW/4 NE/4, W/2 SE/4 NW/4 NE/4 of Section 26 Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 15 Acres

Lease Date: 03/14/2019
Recorded: Book 1125, Page 308
Lessor: Patricia A Miller
Original Lessee: MRC Permian Company
Description of land Pooled: Tract 2, SW/4 NW/4 NE/4, W/2 SE/4 NW/4 NE/4 of Section 26 Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 15 Acres

Lease Date: 03/14/2019
Recorded: Book 1124, Page 1154
Lessor: Willard F Spiller III
Original Lessee: MRC Permian Company
Description of land Pooled: Tract 2, SW/4 NW/4 NE/4, W/2 SE/4 NW/4 NE/4 of Section 26 Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 15 Acres

Lease Date: 03/14/2019
Recorded: Book 1124, Page 1152
Lessor: Jeffrey F Spiller
Original Lessee: MRC Permian Company
Description of land Pooled: Tract 2, SW/4 NW/4 NE/4, W/2 SE/4 NW/4 NE/4 of Section 26 Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 15 Acres

Lease Date: 03/14/2016
Recorded: Book 1064, Page 1006
Lessor: Gayle A McFerrin Manning
Original Lessee: J Bar Cane, Inc.
Description of land Pooled: Tract 2, SW/4 NW/4 NE/4, W/2 SE/4 NW/4 NE/4 of Section 26 Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 15 Acres

Lease Date: 03/14/2016
Recorded: Book 1064, Page 1004
Lessor: Diane E McFerrin Peters
Original Lessee: J Bar Cane, Inc.
Description of land Pooled: Tract 2, SW/4 NW/4 NE/4, W/2 SE/4 NW/4 NE/4 of Section 26 Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 15 Acres

Lease Date: 03/14/2016
Recorded: Book 1064, Page 1008
Lessor: Lindsay K McFerrin
Original Lessee: J Bar Cane, Inc.
Description of land Pooled: Tract 2, SW/4 NW/4 NE/4, W/2 SE/4 NW/4 NE/4 of Section 26 Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 15 Acres

Lease Date: 04/12/2019
Recorded: Book 1123, Page 854
Lessor: Phillip Cooper Swiger
Original Lessee: MRC Permian Company
Description of land Pooled: Tract 2, SW/4 NW/4 NE/4, W/2 SE/4 NW/4 NE/4 of Section 26 Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 15 Acres

Lease Date: 04/24/2019
Recorded: Book 1126, Page 172
Lessor: Guy Douglas Swiger
Original Lessee: MRC Permian Company
Description of land Pooled: Tract 2, SW/4 NW/4 NE/4, W/2 SE/4 NW/4 NE/4 of Section 26 Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 15 Acres

Lease Date: 05/06/2019
Recorded: Book 1124, Page 1153
Lessor: Joy Lynn Swiger
Original Lessee: MRC Permian Company
Description of land Pooled: Tract 2, SW/4 NW/4 NE/4, W/2 SE/4 NW/4 NE/4 of Section 26 Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 15 Acres

Lease Date: 07/21/2016
Recorded: Book 1078, Page 1217
Lessor: Claudia Reed, fka Claudia Spiller, joined pro forma by her husband, Robert L. Reed, IV
Original Lessee: J Bare Cane, Inc.
Description of land Pooled: Tract 2, SW/4 NW/4 NE/4, W/2 SE/4 NW/4 NE/4 of Section 26 Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 15 Acres

Tract 3a and 3b

Lease Date: 09/27/2007
Recorded: Book 719, Page 431
Lessor: John Guitar III
Original Lessee: Chesapeake Exploration, LLC
Description of land Pooled: Tract 3a and 3b, SW/4 NE/4, SW/4 SW/4 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 50 Acres

Lease Date: 09/27/2007
Recorded: Book 719, Page 603
Lessor: Pressley H Guitar
Original Lessee: Chesapeake Exploration, LLC
Description of land Pooled: Tract 3a and 3b, SW/4 NE/4, SW/4 SW/4 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 50 Acres

Lease Date: 09/27/2007
Recorded: Book 719, Page 455
Lessor: Repps Guitar, Jr.
Original Lessee: Chesapeake Exploration, LLC
Description of land Pooled: Tract 3a and 3b, SW/4 NE/4, SW/4 SW/4 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 50 Acres

Lease Date: 09/27/2007
Recorded: Book 719, Page 411
Lessor: Wende Witherspoon Morgan
Original Lessee: Chesapeake Exploration, LLC
Description of land Pooled: Tract 3a and 3b, SW/4 NE/4, SW/4 SW/4 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 50 Acres

Lease Date: 09/27/2007
Recorded: Book 719, Page 381
Lessor: Brett Guitar Witherspoon
Original Lessee: Chesapeake Exploration, LLC
Description of

land Pooled: Tract 3a and 3b, SW/4 NE/4, SW/4 SW/4 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.

Number of Acres: 50 Acres

Lease Date: 09/27/2007
Recorded: Book 719, Page 527
Lessor: Betty Witherspoon Nevill, as Trustee of the Gayle Nevill Trust
Original Lessee: Chesapeake Exploration, LLC

Description of land Pooled: Tract 3a and 3b, SW/4 NE/4, SW/4 SW/4 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.

Number of Acres: 50 Acres

Lease Date: 09/27/2007
Recorded: Book 719, Page 551
Lessor: John Guitar Witherspoon Jr.
Original Lessee: Chesapeake Exploration, LLC

Description of land Pooled: Tract 3a and 3b, SW/4 NE/4, SW/4 SW/4 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.

Number of Acres: 50 Acres

Lease Date: 09/27/2007
Recorded: Book 719, Page 579
Lessor: Whitten Guitar Witherspoon
Original Lessee: Chesapeake Exploration, LLC

Description of land Pooled: Tract 3a and 3b, SW/4 NE/4, SW/4 SW/4 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.

Number of Acres: 50 Acres

Lease Date: 09/27/2007
Recorded: Book 719, Page 631
Lessor: Guy Pittman Witherspoon III
Original Lessee: Chesapeake Exploration, LLC

Description of land Pooled: Tract 3a and 3b, SW/4 NE/4, SW/4 SW/4 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.

Number of Acres: 50 Acres

Lease Date: 01/09/1978
Recorded: Book 154, Page 157
Lessor: Pardue Farms a New Mexico LP
Original Lessee: Maddox Energy Corporation
Description of land Pooled: Tract 3a and 3b, SW/4 NE/4, SW/4 SW/4 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 50 Acres

Lease Date: 01/09/1978
Recorded: Book 154, Page 147
Lessor: Earl B Guitar
Original Lessee: Maddox Energy Corporation
Description of land Pooled: Tract 3a and 3b, SW/4 NE/4, SW/4 SW/4 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 50 Acres

Tract 4

Lease Date: 09/22/2020
Recorded: Book 1140, Page 752
Lessor: Zolene Voigt Knott, Individually and as Trustee of the Lee B. Voigt and Wima E. Voigt Revocable Trust, dated January 10, 1996, as amended, and Zolene Voigt Knott as Trustee of the Lee B. Voigt and Wilma E. Voigt Revocable Trust A, dated January 19, 1996, as amendmended.
Original Lessee: Xplor Resources, LLC
Description of land Pooled: Tract 4, SE/4 NE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Tract 5

Lease Date: 06/14/2006
Recorded: Book 650, Page 735
Lessor: Celia B Milavec
Original Lessee: Featherstone Development Corp
Description of land Pooled: Tract 5, N/2 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 80 Acres

Lease Date: 06/14/2006
Recorded: Book 1060, Page 968
Lessor: Milavec Minerals LLC
Original Lessee: J Bar Cane, Inc.
Description of land Pooled: Tract 5, N/2 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 80 Acres

Lease Date: 03/08/2019
Recorded: Book 1122, Page 941
Lessor: Milavec Minerals LLC
Original Lessee: MRC Permian Company
Description of land Pooled: Tract 5, N/2 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 80 Acres

Lease Date: 5/31/2019
Recorded: Book 1124, Page 214
Lessor: Apache Corporation
Original Lessee: Tumbler Operating Partners, LLC
Description of land Pooled: Tract 5, N/2 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 80 Acres

Tract 6

Lease Date: 06/14/2006
Recorded: Book 650, Page 735
Lessor: Celia B Milavec
Original Lessee: Featherstone Development Corp
Description of land Pooled: Tract 6, E/2 SW/4 SE/4, NW/4 SW/4 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 30 Acres

Lease Date: 11/13/2015
Recorded: Book 1047, Page 1216
Lessor: Vincent T Milavec
Original Lessee: J Bar Cane, Inc.
Description of land Pooled: Tract 6, E/2 SW/4 SE/4, NW/4 SW/4 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 30 Acres

Lease Date: 12/05/2020
Recorded: Book 1143, Page 528
Lessor: Sally Ann Milavec
Original Lessee: Chevron U.S.A. Inc.
Description of land Pooled: Tract 6, E/2 SW/4 SE/4, NW/4 SW/4 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 30 Acres

Lease Date: 12/05/2020
Recorded: Book 1143, Page 526
Lessor: Paulette V Misanko
Original Lessee: Chevron U.S.A. Inc.
Description of land Pooled: Tract 6, E/2 SW/4 SE/4, NW/4 SW/4 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 30 Acres

Lease Date: 12/05/2020
Recorded: Book 1143, Page 527
Lessor: Michael A Schaefer
Original Lessee: Chevron U.S.A. Inc.
Description of land Pooled: Tract 6, E/2 SW/4 SE/4, NW/4 SW/4 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.

Number of Acres: 30 Acres
Lease Date: 12/5/2017
Recorded: Book 966, Page 377
Lessor: Paulette V. Schaefer Misanko
Original Lessee: J Bare Cane, Inc.
Description of land Pooled: Tract 6, E/2 SW/4 SE/4, NW/4 SW/4 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 30 Acres

Lease Date: 12/5/2017
Recorded: Book 966, Page 380
Lessor: Sally Ann Milavec
Original Lessee: J Bare Cane, Inc.
Description of land Pooled: Tract 6, E/2 SW/4 SE/4, NW/4 SW/4 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 30 Acres

Lease Date: 11/13/2015
Recorded: Book 1043, Page 127
Lessor: Michael A. Schaefer
Original Lessee: J Bare Cane, Inc.
Description of land Pooled: Tract 6, E/2 SW/4 SE/4, NW/4 SW/4 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 30 Acres

Tract 7

Lease Date: 05/05/2006
Recorded: Book 644, Page 165
Lessor: Clara Mae Yarbrow
Original Lessee: Featherstone Development Corporation
Description of land Pooled: Tract 7, SE/4 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Lease Date: 09/08/2018
Recorded: Book 1112, Page 1191
Lessor: Noble Eugene Yarbrow
Original Lessee: Uplift Energy LLC
Description of land Pooled: Tract 7, SE/4 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Lease Date: 09/08/2018
Recorded: Book 1112, Page 1189
Lessor: Lesly F Najera
Original Lessee: Uplift Energy LLC
Description of land Pooled: Tract 7, SE/4 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Lease Date: 09/08/2018
Recorded: Book 1112, Page 1190
Lessor: Laura Elizabeth Bunn
Original Lessee: Uplift Energy LLC
Description of land Pooled: Tract 7, SE/4 SE/4 of Section 26, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Tract 8

Lease Date: 01/09/1978
Recorded: Book 153, Page 953
Lessor: Roxie Williams
Original Lessee: Robert J. Cerf.
Description of land Pooled: Tract 8, NW/4 NE/4, NW/4 SW/4 NE/4, W/2 NE/4 SW/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 55 Acres

Lease Date: 01/09/1978
Recorded: Book 153, Page 950
Lessor: S. F. Williams
Original Lessee: Robert J. Cerf.
Description of land Pooled: Tract 8, NW/4 NE/4, NW/4 SW/4 NE/4, W/2 NE/4 SW/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 55 Acres

Tract 9

Lease Date: 2/03/1976
Recorded: Book 135, Page 42
Lessor: Earl B Guitar et al
Original Lessee: Phillips Petroleum Company
Description of land Pooled: Tract 9, E/2 NE/4 SW/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 2/03/1976
Recorded: Book 135, Page 42
Lessor: Mary B Guitar et al
Original Lessee: Phillips Petroleum Company
Description of land Pooled: Tract 9, E/2 NE/4 SW/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 2/03/1976
Recorded: Book 135, Page 38
Lessor: Pardue Farms
Original Lessee: Phillips Petroleum Company
Description of land Pooled: Tract 9, E/2 NE/4 SW/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 2/03/1976
Recorded: Book 135, Page 40
Lessor: Earl B. Guitar et al
Original Lessee: Phillips Petroleum Company
Description of land Pooled: Tract 9, E/2 NE/4 SW/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Tract 10

Lease Date: 2/03/1976
Recorded: Book 135, Page 42
Lessor: Earl B Guitar et al
Original Lessee: Phillips Petroleum Company
Description of land Pooled: Tract 10, W/2 NW/4 SE/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 2/03/1976
Recorded: Book 135, Page 42
Lessor: Mary B Guitar et al
Original Lessee: Phillips Petroleum Company
Description of land Pooled: Tract 10, W/2 NW/4 SE/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

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Number of Acres: 10 Acres

Lease Date: 2/03/1976
Recorded: Book 135, Page 40
Lessor: Earl B. Guitar et al
Original Lessee: Phillips Petroleum Company
Description of land Pooled: Tract 10, E/2 NE/4 SW/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Tract 11

Lease Date: 01/09/1978
Recorded: Book 153, Page 953
Lessor: Roxie Williams
Original Lessee: Robert J. Cerf.
Description of land Pooled: Tract 11, NE/4 NE/4, NE/4 SE/4 NE/4, E/2 NW/4 SE/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 55 Acres

Lease Date: 01/09/1978
Recorded: Book 153, Page 950
Lessor: S. F. Williams
Original Lessee: Robert J. Cerf.
Description of land Pooled: Tract 11, NE/4 NE/4, NE/4 SE/4 NE/4, E/2 NW/4 SE/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 55 Acres

Tract 12

Lease Date: 01/09/1978
Recorded: Book 153, Page 953
Lessor: Roxie Williams
Original Lessee: Robert J. Cerf.
Description of land Pooled: Tract 12, S/2 SW/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Lease Date: 01/09/1978
Recorded: Book 153, Page 950
Lessor: S. F. Williams
Original Lessee: Robert J. Cerf.
Description of land Pooled: Tract 12, S/2 SW/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Lease Date: 05/25/1978
Recorded: Book 177, Page 206
Lessor: John E Osborn
Original Lessee: Charles J Cerf. Jr
Description of land Pooled: Tract 12, S/2 SW/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Lease Date: 04/05/2012
Recorded: Book 888, Page 787
Lessor: The Estate of A. G. Mcgonagill
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 12, W/2 SE/4, S/2 SW/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 02/21/2012
Recorded: Book 888, Page 798
Lessor: M. Craig Beeman
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 12, W/2 SE/4, S/2 SW/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 04/04/2012
Recorded: Book 888, Page 789
Lessor: Seminole Memorial Hospital
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 12, W/2 SE/4, S/2 SW/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 02/24/2012
Recorded: Book 885, Page 367
Lessor: Mickey Louis Ratliff Jr.
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 12, W/2 SE/4, S/2 SW/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 08/30/2011
Recorded: Book 871, Page 055
Lessor: Carmex Inc.
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 12, W/2 SE/4, S/2 SW/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 08/22/2011
Recorded: Book 867, Page 1018
Lessor: T. L. Rees
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 12, W/2 SE/4, S/2 SW/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 09/22/2011
Recorded: Book 871, Page 057
Lessor: Francis F. Beeman
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 12, W/2 SE/4, S/2 SW/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 09/22/2011
Recorded: Book 871, Page 053
Lessor: Estate of William Bradley Beeman
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 12, W/2 SE/4, S/2 SW/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 09/22/2011
Recorded: Book 871, Page 049
Lessor: Patricia Ann Beeman Allen
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 12, W/2 SE/4, S/2 SW/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 09/21/2011
Recorded: Book 871, Page 047
Lessor: Martha Stribling
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 12, W/2 SE/4, S/2 SW/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 11/22/2011
Recorded: Book 878, Page 484
Lessor: Zia Royalty, LLC
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 12, W/2 SE/4, S/2 SW/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 12/14/2011
Recorded: Book 881, Page 368
Lessor: The Beveridge Company
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 12, W/2 SE/4, S/2 SW/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 01/05/2012
Recorded: Book 880, Page 241
Lessor: Gulf Coast Oil and Gas Company
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 12, W/2 SE/4, S/2 SW/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 7/14/2014
Recorded: Book 989, Page 347
Lessor: Chasity Garza
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 12, W/2 SE/4, S/2 SW/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Tract 13

Lease Date: 01/09/1978
Recorded: Book 153, Page 953
Lessor: Roxie Williams
Original Lessee: Robert J. Cerf.
Description of land Pooled: Tract 13, S/2 SE/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Lease Date: 01/09/1978
Recorded: Book 153, Page 950
Lessor: S. F. Williams
Original Lessee: Robert J. Cerf.
Description of land Pooled: Tract 13, S/2 SE/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Lease Date: 05/25/1978
Recorded: Book 177, Page 206
Lessor: John E Osborn
Original Lessee: Charles J Cerf. Jr
Description of land Pooled: Tract 13, S/2 SE/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Lease Date: 04/05/2012
Recorded: Book 888, Page 787
Lessor: The Estate of A. G. Mcgonagill
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 13, E/2 SE/4, S/2 SE/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 04/05/2012
Recorded: Book 888, Page 798
Lessor: M. Craig Beeman
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 13, E/2 SE/4, S/2 SE/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 04/04/2012
Recorded: Book 888, Page 789
Lessor: Seminole Memorial Hospital
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 13, E/2 SE/4, S/2 SE/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 02/24/2012
Recorded: Book 885, Page 367
Lessor: Mickey Louis Ratliff Jr.
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 13, E/2 SE/4, S/2 SE/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 08/30/2011
Recorded: Book 871, Page 055
Lessor: Carmex Inc.
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 13, E/2 SE/4, S/2 SE/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 08/22/2011
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Lessor: T. L. Rees
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 13, E/2 SE/4, S/2 SE/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 09/22/2011
Recorded: Book 871, Page 057
Lessor: Francis F. Beeman
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 13, E/2 SE/4, S/2 SE/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 09/22/2011
Recorded: Book 871, Page 053
Lessor: Estate of William Bradley Beeman
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 13, E/2 SE/4, S/2 SE/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 09/22/2011
Recorded: Book 871, Page 049
Lessor: Patricia Ann Beeman Allen
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 13, E/2 SE/4, S/2 SE/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 09/21/2011
Recorded: Book 871, Page 047
Lessor: Martha Stribling
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 13, E/2 SE/4, S/2 SE/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 11/22/2011
Recorded: Book 878, Page 484
Lessor: Zia Royalty, LLC
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 13, E/2 SE/4, S/2 SE/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 12/14/2011
Recorded: Book 881, Page 368
Lessor: The Beveridge Company
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 13, E/2 SE/4, S/2 SE/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 01/05/2012
Recorded: Book 880, Page 241
Lessor: Gulf Coast Oil and Gas Company
Original Lessee: Mewbourne Oil Company
Description of land Pooled: Tract 13, E/2 SE/4, S/2 SE/4 NE/4 of Section 35, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

Lease Date: 7/14/2014
Recorded: Book 989, Page 347
Lessor: Chasity Garza
Original Lessee: Mewbourne Oil Company
**Description of
land Pooled:** Tract 13, W/2 SE/4, S/2 SW/4 NE/4 of Section 35, Township 23 South,
Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 100 Acres

END OF EXHIBIT "A" - Pooled Leases

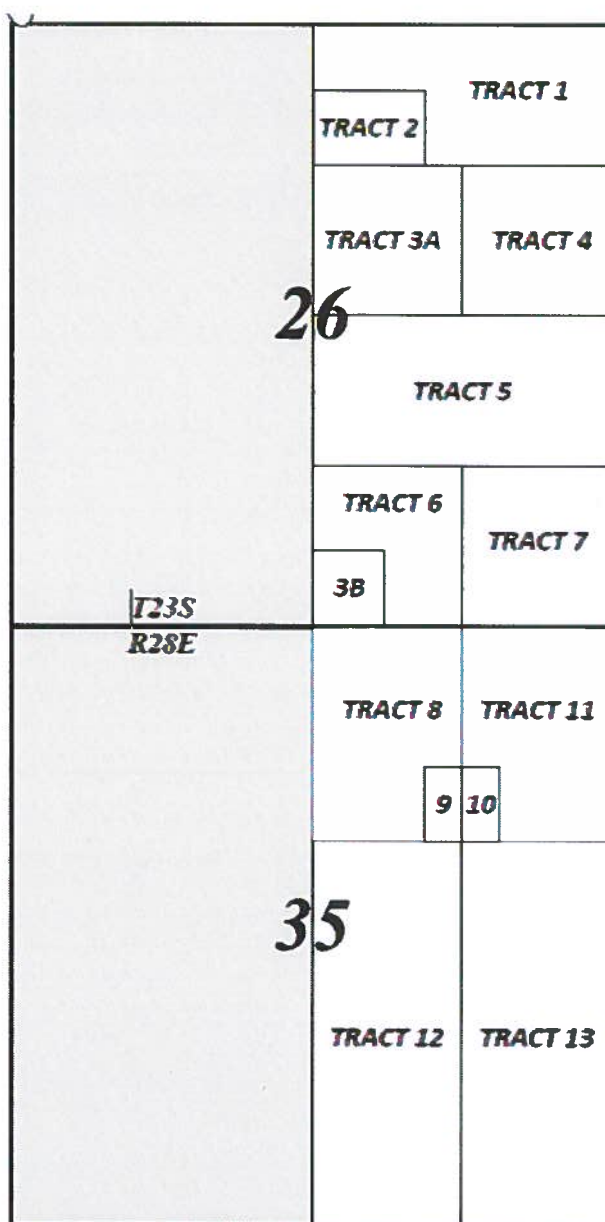
END OF EXHIBIT "A" - Pooled Leases

EXHIBIT "B " - Unit Acreage

Township 23 South, Range 28 East:
Section 26: E/2

AND

Township 23 South, Range 28 East:
Section 35: E/2
Eddy County, New Mexico



RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	65.00	10.15625%
2	15.00	2.34375%
3a and 3b	50.00	7.8125%
4	40.00	6.25%
5	80.00	12.5%
6	30.00	4.6875%
7	40.00	6.25%
8	55.00	8.59375%
9	5.00	0.78125%
10	5.00	0.78125%
11	55.00	8.59375%
12	100.00	15.625%
13	100.00	15.625%
Total	640.00	100.0000%

END OF EXHIBIT "B" – Unit Acreage

EXHIBIT "C" - Force Pool Order

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

**IN THE MATTER OF APPLICATION FOR
COMPULSORY POOLING SUBMITTED BY
CHEVRON U.S.A.**

**CASE NO. 21113
ORDER NO. R-21202**

ORDER

The Director of the New Mexico Oil Conservation Division ("OCD"), having heard this matter through a Hearing Examiner on March 5th, 2020, and after considering the testimony, evidence, and recommendation of the Hearing Examiner, issues the following Order.

FINDINGS OF FACT

1. Chevron U.S.A. ("Operator") submitted an application ("Application") to compulsorily pool the uncommitted oil and gas interests within the spacing unit ("Unit") described in Exhibit A. The Unit is expected to be a standard horizontal spacing unit. 19.15.16.15(B) NMAC. Operator seeks to be designated the operator of the Unit.
2. Operator will dedicate the well(s) described in Exhibit A ("Well(s)") to the Unit.
3. Operator proposes the supervision and risk charges for the Well(s) described in Exhibit A.
4. Operator identified the owners of uncommitted interests in oil and gas minerals in the Unit and provided evidence that notice was given.
5. The Application was heard by the Hearing Examiner on the date specified above, during which Operator presented evidence through affidavits in support of the Application. No other party presented evidence at the hearing.

CONCLUSIONS OF LAW

6. OCD has jurisdiction to issue this Order pursuant to NMSA 1978, Section 70-2-17.
7. Operator is the owner of an oil and gas working interest within the Unit.
8. Operator satisfied the notice requirements for the Application and the hearing as required by 19.15.4.12 NMAC.
9. OCD satisfied the notice requirements for the hearing as required by 19.15.4.9 NMAC.

10. Operator has the right to drill the Well(s) to a common source of supply at the depth(s) and location(s) in the Unit described in Exhibit A.
11. The Unit contains separately owned uncommitted interests in oil and gas minerals.
12. Some of the owners of the uncommitted interests have not agreed to commit their interests to the Unit.
13. The pooling of uncommitted interests in the Unit will prevent waste and protect correlative rights, including the drilling of unnecessary wells.
14. This Order affords to the owner of an uncommitted interest the opportunity to produce his just and equitable share of the oil or gas in the pool.

ORDER

15. The uncommitted interests in the Unit are pooled as set forth in Exhibit A.
16. The Unit shall be dedicated to the Well(s) set forth in Exhibit A.
17. Operator is designated as operator of the Unit and the Well(s).
18. If the location of a well will be unorthodox under the spacing rules in effect at the time of completion, Operator shall obtain the OCD's approval for a non-standard location in accordance with 19.15.16.15(C) NMAC.
19. The Operator shall commence drilling the Well(s) within one year after the date of this Order, and complete each Well no later than one (1) year after the commencement of drilling the Well.
20. This Order shall terminate automatically if Operator fails to comply with Paragraph 19 unless Operator obtains an extension by an amendment of this Order for good cause shown.
21. The infill well requirements in 19.15.13.9 NMAC through 19.15.13.12 NMAC shall be applicable.
22. Operator shall submit to each owner of an uncommitted working interest in the pool ("Pooled Working Interest") an itemized schedule of estimated costs to drill, complete, and equip the well ("Estimated Well Costs").
23. No later than thirty (30) days after Operator submits the Estimated Well Costs, the owner of a Pooled Working Interest shall elect whether to pay its share of the Estimated Well Costs or its share of the actual costs to drill, complete and equip the well ("Actual Well Costs") out of production from the well. An owner of a Pooled

Working Interest who elects to pay its share of the Estimated Well Costs shall render payment to Operator no later than thirty (30) days after the expiration of the election period, and shall be liable for operating costs, but not risk charges, for the well. An owner of a Pooled Working Interest who fails to pay its share of the Estimated Well Costs or who elects to pay its share of the Actual Well Costs out of production from the well shall be considered to be a "Non-Consenting Pooled Working Interest."

24. No later than one hundred eighty (180) days after Operator submits a Form C-105 for a well, Operator shall submit to OCD and each owner of a Pooled Working Interest an itemized schedule of the Actual Well Costs. The Actual Well Costs shall be considered to be the Reasonable Well Costs unless OCD or an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If OCD or an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Reasonable Well Costs after public notice and hearing.
25. No later than sixty (60) days after the expiration of the period to file a written objection to the Actual Well Costs or OCD's order determining the Reasonable Well Costs, whichever is later, each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs shall pay to Operator its share of the Reasonable Well Costs that exceed the Estimated Well Costs, or Operator shall pay to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs its share of the Estimated Well Costs that exceed the Reasonable Well Costs.
26. The reasonable charges for supervision to drill and produce a well ("Supervision Charges") shall not exceed the rates specified in Exhibit A, provided however that the rates shall be adjusted annually pursuant to the COPAS form entitled "Accounting Procedure-Joint Operations."
27. No later than within ninety (90) days after Operator submits a Form C-105 for a well, Operator shall submit to OCD and each owner of a Pooled Working Interest an itemized schedule of the reasonable charges for operating and maintaining the well ("Operating Charges"), provided however that Operating Charges shall not include the Reasonable Well Costs or Supervision Charges. The Operating Charges shall be considered final unless OCD or an owner of a Pooled Working Interest files a written objection no later than forty-five (45) days after receipt of the schedule. If OCD or an owner of a Pooled Working Interest files a timely written objection, OCD shall determine the Operating Charges after public notice and hearing.
28. Operator may withhold the following costs and charges from the share of production due to each owner of a Pooled Working Interest who paid its share of the Estimated Well Costs: (a) the proportionate share of the Supervision Charges; and (b) the proportionate share of the Operating Charges.

29. Operator may withhold the following costs and charges from the share of production due to each owner of a Non-Consenting Pooled Working Interest: (a) the proportionate share of the Reasonable Well Costs; (b) the proportionate share of the Supervision and Operating Charges; and (c) the percentage of the Reasonable Well Costs specified as the charge for risk described in Exhibit A.
30. Operator shall distribute a proportionate share of the costs and charges withheld pursuant to paragraph 29 to each Pooled Working Interest that paid its share of the Estimated Well Costs.
31. Each year on the anniversary of this Order, and no later than ninety (90) days after each payout, Operator shall provide to OCD and each owner of a Non-Consenting Pooled Working Interest a schedule of the revenue attributable to a well and the Supervision and Operating Costs charged against that revenue.
32. Any cost or charge that is paid out of production shall be withheld only from the share due to an owner of a Pooled Working Interest. No cost or charge shall be withheld from the share due to an owner of a royalty interests. For the purpose of this Order, an unleased mineral interest shall consist of a seven-eighths (7/8) working interest and a one-eighth (1/8) royalty interest.
33. Except as provided above, Operator shall hold the revenue attributable to a well that is not disbursed for any reason for the account of the person(s) entitled to the revenue as provided in the Oil and Gas Proceeds Payment Act, NMSA 1978, Sections 70-10-1 *et seq.*, and relinquish such revenue as provided in the Uniform Unclaimed Property Act, NMSA 1978, Sections 7-8A-1 *et seq.*
34. The Unit shall terminate if (a) the owners of all Pooled Working Interests reach a voluntary agreement; or (b) the well(s) drilled on the Unit are plugged and abandoned in accordance with the applicable rules. Operator shall inform OCD no later than thirty (30) days after such occurrence.
35. OCD retains jurisdiction of this matter for the entry of such orders as may be deemed necessary.

STATE OF NEW MEXICO
OIL CONSERVATION DIVISION


ADRIENNE SANDOVAL
DIRECTOR
AES/kms

Date: 4/07/2020

CASE NO. 21113
ORDER NO. R-21202

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Exhibit A

COMPULSORY POOLING APPLICATION CHECKLIST (pdf)	
ALL INFORMATION IN THE APPLICATION MUST BE SUPPORTED BY SIGNED AFFIDAVITS	
Case: 21113	APPLICANT'S RESPONSE
Date: March 5, 2020	
Applicant	Chevron U.S.A. Inc.
Designated Operator & OGRID (affiliation if applicable)	Chevron U.S.A. Inc. (OGRID No. 4323)
Applicant's Counsel:	Holland & Hart LLP
Case Title:	APPLICATION OF CHEVRON U.S.A. INC. FOR COMPULSORY POOLING, EDDY COUNTY, NEW MEXICO
Entries of Appearance/Intervenors:	Kaiser-Francis Oil Company
Well Family	CB CAL 25 36 State Com 08 wells
Formation/Pool	
Formation Name(s) or Vertical Extent:	Wolfcamp
Primary Product (Oil or Gas):	Gas
Pooling this vertical extent:	Wolfcamp formation
Pool Name and Pool Code:	Purple Sage; Wolfcamp (Gas) Pool [Pool Code 98220]
Well Location Setback Rules:	Purple Sage; Wolfcamp (Gas) Pool Rules
Spacing Unit Size:	640 acres, more or less
Spacing Unit	
Type (Horizontal/Vertical)	Horizontal
Size (Acres)	640 acres, more or less
Building Blocks:	Half Sections
Orientation:	North/South
Description: TRS/County	W/2 of Sections 25 and 36, Township 23 South, Range 28 East, NMPM, Eddy County, New Mexico
Standard Horizontal Well Spacing Unit (Y/N), If No, describe	Yes
Other Situations	
Depth Severance: Y/N. If yes, description	No
Proximity Tracts: If yes, description	No
Proximity Defining Well: if yes, description	N/A
Applicant's Ownership In Each Tract	Exhibit C-3
Well(s)	
Name & API (if assigned), surface and bottom hole location, footages, completion target, orientation, completion status (standard or non-standard)	

BEFORE THE OIL CONSERVATION DIVISION
 Santa Fe, New Mexico
 Exhibit No. A
 Submitted by: Chevron U.S.A. Inc.
 Hearing Date: March 05, 2020
 Case No. 21113

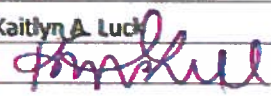
CASE NO. 21113
 ORDER NO. R-21202

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Well #1	<p>Oil Well 25-36 State Comm Well No. 40215 API No. 30-015-46631</p> <p>SHL: 214 feet from the North line and 534 feet from the West line.</p> <p>(Unit D) of Section 25, Township 23 South, Range 28 East, N44PM.</p> <p>SHL: 50 feet from the South line and 330 feet from the West line.</p> <p>(Unit M) of Section 36, Township 23 South, Range 28 East, N44PM.</p> <p>Completion Target: Wellbore at approx 9,744 feet TVD.</p> <p>Well Orientation: North to South.</p> <p>Completion Location expected to be standard.</p>
Well #2	<p>Oil Well 25-36 State Comm Well No. 40215 API No. 30-015-46632</p> <p>SHL: 234 feet from the North line and 584 feet from the West line.</p> <p>(Unit D) of Section 25, Township 23 South, Range 28 East, N44PM.</p> <p>SHL: 50 feet from the South line and 1380 feet from the West line.</p> <p>(Unit M) of Section 36, Township 23 South, Range 28 East, N44PM.</p> <p>Completion Target: Wellbore at approx 9,744 feet TVD.</p> <p>Well Orientation: North to South.</p> <p>Completion Location expected to be standard.</p>
Well #3	<p>Oil Well 25-36 State Comm Well No. 40215 API No. 30-015-46632</p> <p>SHL: 234 feet from the North line and 609 feet from the West line.</p> <p>(Unit D) of Section 25, Township 23 South, Range 28 East, N44PM.</p> <p>SHL: 50 feet from the South line and 2310 feet from the West line.</p> <p>(Unit M) of Section 36, Township 23 South, Range 28 East, N44PM.</p> <p>Completion Target: Wellbore at approx 9,744 feet TVD.</p> <p>Well Orientation: North to South.</p> <p>Completion Location expected to be standard.</p>
Horizontal Well First and Last Take Points	Exhibit C-2
Completion Target (Formation, TVD and MD)	Exhibit C-4
AFE Capex and Operating Costs	
Drilling Supervision/Month \$	\$8,000
Production Supervision/Month \$	\$800
Justification for Supervision Costs	Exhibit C, C-4
Requested Risk Charge	Exhibit C
Notice of Hearing	
Proposed Notice of Hearing	Exhibit B
Proof of Mailed Notice of Hearing (20 days before hearing)	Exhibit E
Proof of Published Notice of Hearing (10 days before hearing)	Exhibit F
Ownership Determination	
Land Ownership Schematic of the Spacing Unit	Exhibit C-3
Tract List (including lease numbers and owners)	Exhibit C-3
Pooled Parties (including ownership type)	Exhibit C-3
Unlocatable Parties to be Pooled	N/A
Ownership Depth Severance (including percentage above & below)	None
Joinder	

CASE NO. 21113
ORDER NO. R-21202

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Sample Copy of Proposal Letter	Exhibit C-4
List of Interest Owners (ie Exhibit A of JDA)	Exhibit C-4
Chronology of Contact with Non-Joined Working Interests	Exhibit C-5
Overhead Rates In Proposal Letter	Exhibit C-4
Cost Estimate to Drill and Complete	Exhibit C-4
Cost Estimate to Equip Well	Exhibit C-4
Cost Estimate for Production Facilities	Exhibit C-4
Geology	
Summary (including special considerations)	Exhibit D
Spacing Unit Schematic	Exhibit D, D-2
Gunbarrel/Lateral Trajectory Schematic	N/A
Well Orientation (with rationale)	Exhibit D, D-2, D-3, D-4, D-5
Target Formation	Exhibit D, D-2, D-3, D-4, D-5
HSU Cross Section	Exhibit D, D-4, D-5
Depth Severance Discussion	N/A
Forms, Figures and Tables	
C-102	Exhibit C-2
Tracts	Exhibit C-3
Summary of Interests, Unit Recapitulation (Tracts)	Exhibit C-3
General Location Map (including basin)	Exhibit D-2
Well Bore Location Map	Exhibit D-2, D-3
Structure Contour Map - Subsea Depth	Exhibit D-3
Cross Section Location Map (including wells)	Exhibit D, D-3, D-4
Cross Section (including Landing Zone)	Exhibit D, D-3, D-4
Additional Information	
CERTIFICATION: I hereby certify that the information provided in this checklist is complete and accurate.	
Printed Name (Attorney or Party Representative):	Kaitlyn A. Luck
Signed Name (Attorney or Party Representative):	
Date:	5-Mar-20

END OF EXHIBIT "C" - Force Pool Order

CASE NO. 21113
ORDER NO. R-21202

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NM State Land Office
Oil, Gas, & Minerals Division

STATE/STATE OR
STATE/FEE
Revised December 2021

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

API #: 30-0 15 - 466340000

STATE OF NEW MEXICO)
SS) Well Name: CB CAL 25 36 STATE COM 08 #302H

COUNTY OF EDDY)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) MARCH 5, 2020, 2020 by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

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

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

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

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

ONLINE
version
December 9, 2021

State/State

1

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

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

Subdivisions: W/2 W/2 OF SECTIONS 25 AND 36, T23S,R28E

Of Sect(s): _____ Twp: _____ Rng: _____ NMPM EDDY _____ County, NM

Containing 320 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

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

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

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. CHEVRON U.S.A. INC. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by CHEVRON U.S.A. INC..

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

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

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

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

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

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

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

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

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

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

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

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

OPERATOR: CHEVRON U.S.A. INC.

OPERATOR: CHEVRON U.S.A. INC.

BY: IRVIN R. GUTIERREZ, Attorney-In-Fact (Name and Title of Authorized Agent)

LR [Signature] (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
County of _____)

This instrument was acknowledged before me on _____ Date

By _____
Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

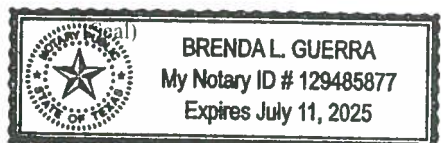
My commission expires: _____

Acknowledgment in an Representative Capacity

State of Texas)
County of Harris)

This instrument was acknowledged before me on _____ Date : 3/29/2022

By: Irvin R Gutierrez
Name(s) of Person(s)



Brenda L Guerra
Signature of Notarial Officer

My commission expires: 07/11/2025

Lease # and Lessee of Record: Lease No. L-5364, Chevron U.S.A., Inc.

BY: Irvin R. Gutierrez, Attorney-In-Fact (Name and Title of Authorized Agent)

LR Gutierrez

(Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
SS)
County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

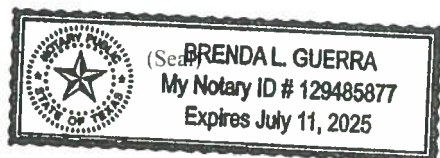
State of Texas)
SS)
County of Harris)

This instrument was acknowledged before me on _____

Date: 3/29/2022

By: Irvin R Gutierrez

Name(s) of Person(s)



Brenda L Guerra

Signature of Notarial Officer

My commission expires: 07/11/2025

NON-OPERATOR:

KAISER-FRANCIS OIL COMPANY

Date

By: _____
Name:
Its:

ACKNOWLEDGEMENT

STATE OF _____)
_____) ss.
COUNTY OF _____)

On this ____ day of _____, 2022, before me, a Notary Public for the State of New Mexico, personally appeared _____, known to me to be the _____ of Kaiser-Francis Oil Company, a _____, on behalf of the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Declaration of Unit covering the W/2 W/2 of Section 25, Township 23 South, Range 28 East, and the W/2 W/2 of Section 36, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico., containing 320 Acres more or less.

The Contract Area is hereby limited in depth from the stratigraphic equivalent of the top of the Bone Spring formation, as seen at 6,325 feet beneath the surface, to the stratigraphic equivalent of the base of the Bone Spring formation, as seen at 9,633 feet beneath the surface, as shown in that certain Schlumberger Gamma Ray and Dual Laterolog/MSFL, dated November 10, 1978, in the Williams Gas Com #1 (API # 30-015322646), located in Section 25, Township 23 South, Range 28 East, Eddy County, New Mexico.

Oil and Gas Leases subject to this Agreement:**Tract 1**

Lease Date: 4/3/1973
Recorded: Book 98, Page 62
Lessor: S.F. Williams, aka Stephen Frank Williams
Original Lessee: Clifton Wilderspin
Description of land Pooled: Tract 1, NW/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other land.
Number of Acres: 40 acres

Lease Date: 4/3/1973
Recorded: Book 99, Page 127
Lessor: Roxie L. Williams
Original Lessee: Clifton Wilderspin
Description of land Pooled: Tract 1, NW/4 NW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other land.
Number of Acres: 40 acres

Tract 2

Lease Date: 3/02/1978
Recorded: Book 155, Page 549
Lessor: Antonio Cardona and Josefa Cardona
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 2, SW/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Tract 3

Lease Date: 3/15/1990
Recorded: Book 67, Page 400
Lessor: United States of America – Farmer's Home Administration
Original Lessee: Craig Hubbard
Description of land Pooled: Tract 3, NW/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Lease Date: 9/15/1988
Recorded: Book 33, Page 374
Lessor: Johnnie Giovengo, Sr. et al
Original Lessee: T. Verne Dwyer
Description of land Pooled: Tract 3, NW/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Tract 4

Lease Date: 4/5/1990
Recorded: Book 67, Page 833
Lessor: Lanora Sue Allomong
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 4, N/2 SW/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Lease Date: 4/5/1990
Recorded: Book 67, Page 831
Lessor: Linda Williams Harris aka Linda Williams
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 4, N/2 SW/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Lease Date: 4/5/1990
Recorded: Book 67, Page 837
Lessor: Belinda Sue Williams and Terry Lee Williams
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 4, N/2 SW/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Lease Date: 4/5/1990
Recorded: Book 67, Page 839
Lessor: James Clay Williams
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 4, N/2 SW/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Tract 5

Lease Date: 4/5/1990
Recorded: Book 67, Page 835
Lessor: Glen Brady Williams
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 5, S/2 SW/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

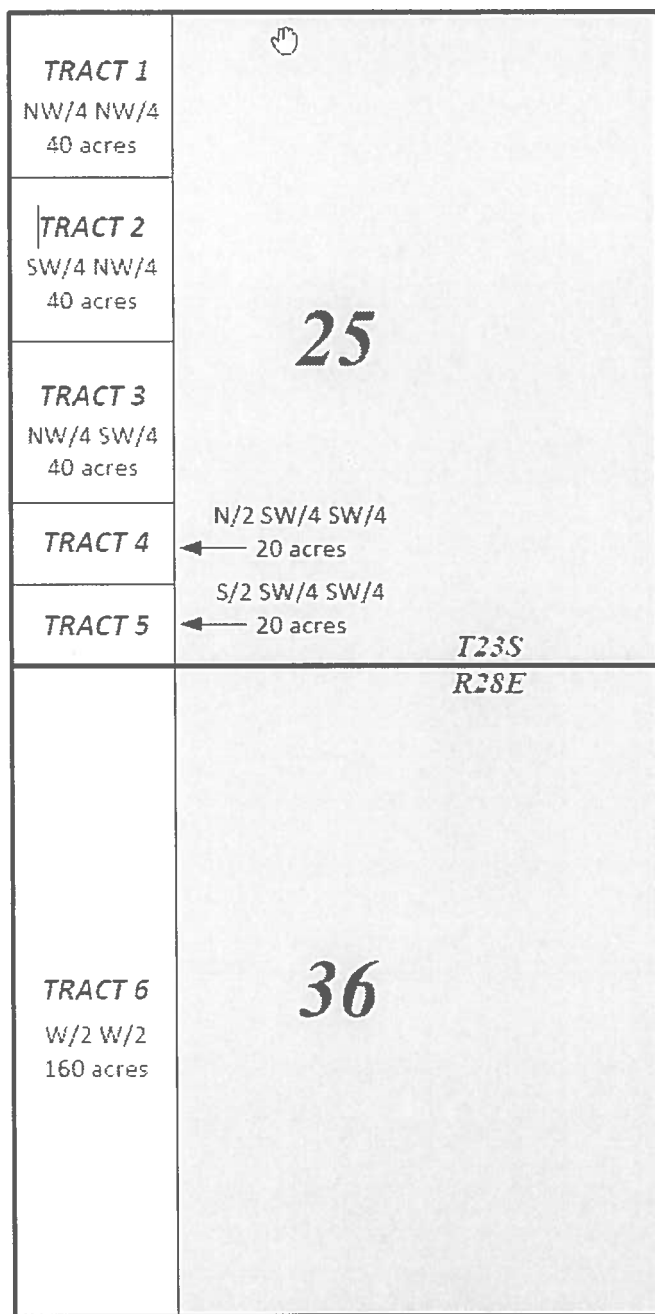
Tract 6

Lease Date: 4/01/1971
Recorded: Book 86, Page 713
Lessor: State of New Mexico L-5364
Original Lessee: L.D. Williams & Glen B. Williams
Description of land Pooled: Tract 6, W/2 W/2 of Section 36, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 160 Acres

Township 23 South, Range 28 East:
Section 25: W/2 W/2

AND

Township 23 South, Range 28 East:
Section 36: W/2 W/2
Eddy County, New Mexico



Proposed CB CAL 25 36 State Comm 08 W/2 W/2 BS Unit
W/2 W/2 of Section 25 and 36, Township 23 South, Range 28 East
320 acres

Tract 1

NW/4 NW/4 of Section 25, T23S, R28E

Tract 1 - 40/320 = 0.12500000

Owner	TRGWI	UGWI	TNRI	UNRI	Type
Linville D. Williams	0.00000000	0.00000000	0.01875000	0.00234375	RI
GB Williams Properties, LLC	0.00000000	0.00000000	0.01875000	0.00234375	RI
Stephen Frank Williams, Jr.	0.00000000	0.00000000	0.01875000	0.00234375	RI
Joe T. Milavec and Ceila B. Milavec Revocable Trust, dated 7/15/94	0.00000000	0.00000000	0.01875000	0.00234375	RI
James W. Williams	0.00000000	0.00000000	0.01875000	0.00234375	RI
Williams Living Trust dated March 18, 2008	0.00000000	0.00000000	0.01875000	0.00234375	RI
Margaret L. Fate	0.00000000	0.00000000	0.01875000	0.00234375	RI
Lovella Kilman	0.00000000	0.00000000	0.00937500	0.00117188	RI
Melissa McCarthy fka Melissa Breau fka Lisa Williams	0.00000000	0.00000000	0.00937500	0.00117188	RI
MRC Permian Company	0.00000000	0.00000000	0.00937500	0.00117188	RI
Linda Williams Militello	0.00000000	0.00000000	0.00375000	0.00046875	RI
James Clay Williams	0.00000000	0.00000000	0.00375000	0.00046875	RI
Terry Lee Williams	0.00000000	0.00000000	0.00375000	0.00046875	RI
Belinda Sue Williams aka Belinda Raines	0.00000000	0.00000000	0.00375000	0.00046875	RI
Lanora Sue Williams Allomong	0.00000000	0.00000000	0.00375000	0.00046875	RI
Martha Joy Stribling	0.00000000	0.00000000	0.00312500	0.00039063	RI
John D. Stribling	0.00000000	0.00000000	0.00312500	0.00039063	RI
George O. Stribling, Trustee for Margaret Stribling, Robert Cain and Salem Stribling	0.00000000	0.00000000	0.00156250	0.00019531	RI
Margaret M. Stribling	0.00000000	0.00000000	0.00052084	0.00006510	RI
Robert Duncan Cain, Jr. aka Burly Cain	0.00000000	0.00000000	0.00052083	0.00006510	RI
Salem Pecos Stribling aka Sam Stribling	0.00000000	0.00000000	0.00052083	0.00006510	RI
Chevron U.S.A. Inc.	1.00000000	0.12500000	0.81250000	0.10156249	WI
	1.00000000	0.12500000	1.00000000	0.12500000	

Tract 2

SW/4 NW/4 of Section 25, T23S, R28E

Tract 2 - 40/320 = 0.12500000

Owner	TRGWI	UGWI	TNRI	UNRI	Type
Beatrice C. Barrera	0.00000000	0.00000000	0.04687500	0.00585938	RI
Uplift Energy, LLC	0.00000000	0.00000000	0.03281250	0.00410156	RI
Frances S. Cardona	0.00000000	0.00000000	0.02343750	0.00292969	RI
Alex Rey Cardona	0.00000000	0.00000000	0.02343750	0.00292969	RI
Veronica Marie Nieto	0.00000000	0.00000000	0.01171875	0.00146484	RI
Christina Elizabeth Guerrero	0.00000000	0.00000000	0.00937500	0.00146484	RI
Patricia Ann Arredariz	0.00000000	0.00000000	0.00937500	0.00146484	RI
Ranchito LD4, LP	0.00000000	0.00000000	0.01781250	0.00222656	RI
1836 Royalty Partners, LLC	0.00000000	0.00000000	0.00937500	0.00011719	RI
Margarita Mendoza	0.00000000	0.00000000	0.01171875	0.00146484	RI
Chevron U.S.A. Inc.	1.00000000	0.12500000	0.81250000	0.10097657	WI
	1.00000000	0.12500000	1.00000000	0.12500000	

Tract 3

NW/4 SW/4 of Section 25, T23S, R28E

Tract 3 40/320 = 0.12500000

Owner	TRGWI	UGWI	TNRI	UNRI	Type
Pearl F. Giovengo	0.00000000	0.00000000	0.05357143	0.01339286	RI
Mark L. Hensley	0.00000000	0.00000000	0.10714286	0.00669643	RI
Tundra AD3, LP	0.00000000	0.00000000	0.02678571	0.00334821	RI
OXY USA WTP Limited Partnership	0.17857143	0.02232143	0.14508629	0.01813579	WI
Chevron U.S.A. Inc.	0.82142857	0.10267857	0.66741071	0.08342634	WI
	1.00000000	0.12500000	1.00000000	0.12500000	

Tract 4

N/2 SW/4 SW/4 of Section 25, T23S, R28E

Tract 4 20/320 = 0.0625

Owner	TRGWI	UGWI	TNRI	UNRI	Type
Linda Williams Militello	0.00000000	0.00000000	0.04000000	0.00250000	RI
Lanora Sue Williams Allomong	0.00000000	0.00000000	0.04000000	0.00250000	RI
Terry Lee Williams	0.00000000	0.00000000	0.04000000	0.00250000	RI
Kathleen A. Phillips	0.00000000	0.00000000	0.08000000	0.00500000	RI
Marathon Oil Permian, LLC	0.18750000	0.01171875	0.15000000	0.00937500	WI
Chevron U.S.A. Inc.	0.81250000	0.05078125	0.65000000	0.04062500	WI
	1.00000000	0.06250000	1.00000000	0.06250000	

Tract 5
S/2 SW/4 SW/4 of Section 25, T23S, R28E
Tract 5 20/320 = 0.0625

Owner	TRGWI	UGWI	TNRI	UNRI	Type
GB Williams Properties, LLC	0.00000000	0.00000000	0.20000000	0.01250000	RI
Marathon Oil Permian, LLC	0.15000000	0.01171875	0.15000000	0.00937500	WI
Chevron U.S.A. Inc.	0.65000000	0.05078125	0.65000000	0.04062500	WI
	1.00000000	0.06250000	1.00000000	0.06250000	

Tract 6
W/2 of Section 36, T23S, R28E
Tract 6 160/320 = .50000

Owner	TRGWI	UGWI	TNRI	UNRI	Type
State of New Mexico	0.00000000	0.00000000	0.12500000	0.06250000	RI
Harvard Exploration, Ltd. - Series 7	0.00000000	0.00000000	0.00250000	0.00125000	ORI
The Cress Family Trust, Robert H. Cress Trustee	0.00000000	0.00000000	0.00500000	0.00250000	ORI
Morris Schertz	0.00000000	0.00000000	0.00187500	0.00093750	ORI
Richardson Mineral and Royalty, LLC	0.00000000	0.00000000	0.00062500	0.00031250	ORI
Tumbler Energy Partners, LLC	0.00000000	0.00000000	0.00375000	0.00187500	ORI
GB Williams Properties, LLC (ORI)	0.00000000	0.00000000	0.01166667	0.00583334	ORI
Linville D. Williams (ORI)	0.00000000	0.00000000	0.01166666	0.00583333	ORI
Jack Austin Richardson	0.00000000	0.00000000	0.00020833	0.00010416	ORI
John Michael and Marion Richardson	0.00000000	0.00000000	0.00020833	0.00010416	ORI
Tierra Oil Company, LLC	0.00000000	0.00000000	0.00041667	0.00020834	ORI
Chalcolm Exploration, LLC	0.00000000	0.00000000	0.00041667	0.00020834	ORI
James and Troyce Williams	0.00000000	0.00000000	0.01166667	0.00583334	ORI
Chevron U.S.A. Inc.	1.00000000	0.50000000	0.82500000	0.41250000	WI
	1.00000000	0.50000000	1.00000000	0.50000000	

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	40.00	12.5%
2	40.00	12.5%
3	40.00	12.5%
4	20.00	6.25%
5	20.00	6.25%
6	160.00	50.0%
Total	320.00	100.00%

END OF EXHIBIT "A"

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

**STATE/STATE OR
STATE/FEE**
Revised December 2021

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

API #: 30-0 15 - 466350000

STATE OF NEW MEXICO) Well Name: CB CAL 25 36 STATE COM 08 #303H
SS)

COUNTY OF EDDY)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) MARCH 5, 2020, 2020 by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

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

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

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

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

ONLINE
version
December 9, 2021

State/State

1

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

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

Subdivisions: E/2 W/2 OF SECTIONS 25 AND 36, T23S,R28E

Of Sect(s): _____ Twp: _____ Rng: _____ NMPM EDDY _____ County, NM

Containing 320 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

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

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

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. CHEVRON U.S.A. INC. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by CHEVRON U.S.A. INC..

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

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

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

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

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

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

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

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

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

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

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

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

OPERATOR: CHEVRON U.S.A. INC.

OPERATOR: CHEVRON U.S.A. INC.

BY: IRVIN R. GUTIERREZ, Attorney-In-Fact (Name and Title of Authorized Agent)

LR Gutierrez (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
County of _____)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Texas)
County of Harris)

This instrument was acknowledged before me on

Date : 3/29/2022

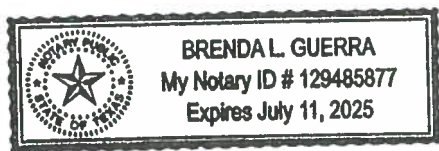
By: Irvin R Gutierrez

Name(s) of Person(s)

(Seal)

Brenda L Guerra
Signature of Notarial Officer

My commission expires: 07/11/2025



NON-OPERATOR:

KAISER-FRANCIS OIL COMPANY

Date

By: _____
Name:
Its:

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2022, before me, a Notary Public for the State of New Mexico, personally appeared _____, known to me to be the _____ of Kaiser-Francis Oil Company, a _____, on behalf of the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

EXHIBIT "A" - Pooled Leases

Attached to and made a part of that certain Declaration of Unit covering the E/2 W/2 of Section 25, Township 23 South, Range 28 East, and the E/2 W/2 of Section 36, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico., containing 320 Acres more or less.

The Contract Area is hereby limited in depth from the stratigraphic equivalent of the top of the Bone Spring formation, as seen at 6,325 feet beneath the surface, to the stratigraphic equivalent of the base of the Bone Spring formation, as seen at 9,633 feet beneath the surface, as shown in that certain Schlumberger Gamma Ray and Dual Laterolog/MSFL, dated November 10, 1978, in the Williams Gas Com #1 (API # 30-015322646), located in Section 25, Township 23 South, Range 28 East, Eddy County, New Mexico.

Oil and Gas Leases subject to this Agreement:

Tract 1

Lease Date:	4/3/1973
Recorded:	Book 98, Page 62
Lessor:	S.F. Williams, aka Stephen Frank Williams
Original Lessee:	Clifton Wilderspin
Description of land Pooled:	Tract 1, N/2 NE/4 NW/4 and N/2 S/2 NE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other land.
Number of Acres:	30 acres
Lease Date:	4/3/1973
Recorded:	Book 99, Page 127
Lessor:	Roxie L. Williams
Original Lessee:	Clifton Wilderspin
Description of land Pooled:	Tract 1, N/2 NE/4 NW/4 and N/2 S/2 NE/4 NW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other land.
Number of Acres:	30 acres

Tract 2a and 2b

Lease Date: 1/9/1978
Recorded: Book 154, Page 144
Lessor: Earl B. Guitar et al
Original Lessee: Maddox Energy Corporation
Description of land Pooled: Tract 2a and 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, SW/4 SE/4 NW/4, N/2 SE/4 NW/4 and S/2 S/2 NE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 65 Acres

Lease Date: 1/9/1978
Recorded: Book 154, Page 155
Lessor: Pardue Farms
Original Lessee: Maddox Energy Corporation
Description of land Pooled: Tract 2a and 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, SW/4 SE/4 NW/4, N/2 SE/4 NW/4 and S/2 S/2 NE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 65 Acres

Tract 2b (only)

Lease Date: 4/18/1990, effective 4/11/1990
Recorded: Book 67, Page 841
Lessor: Pardue Farms
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/24/1990, effective 4/11/1990
Recorded: Book 68, Page 67
Lessor: Betty Witherspoon Nevill, Trustee of the Gayle Nevill Trust and Virginia Nevill Trust
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/3/1990, effective 4/11/1990
Recorded: Book 68, Page 71
Lessor: Jack G. Woods
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 11/12/1991, effective 4/11,1990
Recorded: Book 116, Page 481
Lessor: Jan Carsey
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 5/2/1990, effective 4/11/1990
Recorded: Book 69, Page 1175
Lessor: Marilyn J. G. Galusha
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/25/1990, effective 4/11/1990
Recorded: Book 69, Page 1179
Lessor: Leslie D. Guitar
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 5/1/1990, effective 4/11/1990
Recorded: Book 69, Page 1185
Lessor: Repps B. Guitar, Jr.
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 5/1/1990, effective 4/11/1990
Recorded: Book 69, Page 1189
Lessor: John Guitar, III
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/23/1990, effective 4/11/1990
Recorded: Book 69, Page 1191
Lessor: Barbara Lee Backman
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/23/1990, effective 4/11/1990
Recorded: Book 69, Page 1197
Lessor: Ruth Guitar Murchison
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/24/1990, effective 4/11/1990
Recorded: Book 69, Page 1199
Lessor: Earl Guitar, Jr.
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/24/1990, effective 4/11/1990
Recorded: Book 70, Page 3
Lessor: Earl Guitar
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/24/1990, effective 4/11/1990
Recorded: Book 70, Page 7
Lessor: Phillip E. Guitar
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 5/3/1990, effective 4/11/1990
Recorded: Book 70, Page 442
Lessor: James Minor Alexander
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 5/3/1990, effective 4/11/1990
Recorded: Book 70, Page 446
Lessor: Martha Jane Alexander Rhodes
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/29/1990, effective 4/11/1990
Recorded: Book 70, Page 450
Lessor: Laura Woods Gall
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 5/3/1990, effective 4/11/1990
Recorded: Book 70, Page 590
Lessor: Jeri Alexander Lott
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 11/12/1991, effective 4/11/1990
Recorded: Book 116, Page 477
Lessor: Guy P. Witherspoon, III
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/11/1990, effective 4/1990
Recorded: Book 116, Page 485
Lessor: James Kelly Polk, Ancillary Personal Representative of the Estate of Mary Guitar Polk
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 6/14/1990, effective 4/11/1990
Recorded: Book 71, Page 966
Lessor: Laura Jean Hofer
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 6/15/1990, effective 4/11/1990
Recorded: Book 72, Page 358
Lessor: Dennis Woods, Jr.
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 6/28/1990, Page 4/11/1990
Recorded: Book 73, Page 119
Lessor: Pressley H. Guitar
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 8/14/1990, effective 4/11/1990
Recorded: Book 75, Page 946
Lessor: John Guitar Witherspoon, Trustee of the John Guitar Witherspoon, Jr. Trust
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 8/14/1990, effective 4/11/1990
Recorded: Book 75, Page 950
Lessor: John Guitar Witherspoon, Trustee of the Whitten Guitar Witherspoon Trust
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 8/14/1990, effective 4/11/1990
Recorded: Book 75, Page 954
Lessor: John Guitar Witherspoon, Trustee of the Brett Guitar Witherspoon Trust
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 8/14/1990, effective 4/11/1990
Recorded: Book 75, Page 959
Lessor: John Guitar Witherspoon, Trustee of the Wende Guitar Witherspoon Trust
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 2b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover from the surface of the earth down to the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Tract 3

Lease Date: 8/17/1978
Recorded: Book 162, Page 534
Lessor: Ruby Rogers
Original Lessee: Robert W. Coleman
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 9/26/1978
Recorded: Book 164, Page 629
Lessor: Charline Watson and Harry A. Watson
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/22/1978
Recorded: Book 164, Page 617
Lessor: Marion L. Swearingen and Lenora Swearingen
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/17/1978
Recorded: Book 162, Page 302
Lessor: Rita J. Evert Trust
Original Lessee: Robert W. Coleman
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/17/1978
Recorded: Book 162, Page 304
Lessor: James A. Collier
Original Lessee: Robert W. Coleman
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/17/1978
Recorded: Book 162, Page 536
Lessor: Louise M. Richardson
Original Lessee: Robert W. Coleman
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/28/1978
Recorded: Book 164, Page 625
Lessor: Elizabeth Major and John Major
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/28/1978
Recorded: Book 164, Page 625
Lessor:
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/22/1978
Recorded: Book 164, Page 621
Lessor: Ernest L. Redford and Fern Redford
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/22/1978
Recorded: Book 164, Page 615
Lessor: Homer A. Swearingen
Original Lessee: Amoco Production Company
Description of

land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.

Number of Acres: 10 Acres

Lease Date: 8/10/1978
Recorded: Book 161, Page 521
Lessor: Addie Swearingen
Original Lessee: James H. Isbell
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.

Number of Acres: 10 Acres

Lease Date: 8/22/1978
Recorded: Book 164, Page 619
Lessor: Pauline R. Swearingen
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.

Number of Acres: 10 Acres

Lease Date: 8/29/1978
Recorded: Book 164, Page 627
Lessor: Birdie F. Coryell
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.

Number of Acres: 10 Acres

Lease Date: 8/28/1978
Recorded: Book 164, Page 623
Lessor: Vera Hadsell
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.

Number of Acres: 10 Acres

Lease Date: 8/20/2008
Recorded: Instrument No. 0812326
Lessor: Peggie Sue Lawson
Original Lessee: Chesapeake Exploration, LLC
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.

Number of Acres: 10 Acres

Lease Date: 7/21/2008
Recorded: Instrument No. 0812755
Lessor: Kenneth W. and Christine Brown
Original Lessee: Chesapeake Exploration, LLC
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/20/2008
Recorded: Instrument No. 0811761
Lessor: Landa M. Harrel and Dan Harrel
Original Lessee: Chesapeake Exploration, LLC
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 1/8/2018, effective 12/27/2017
Recorded: Book 1105, Page 863
Lessor: Betty A. Biery, Trustee of the Meredith E. Hardgrave and Helen Joyce Hardgrave Revocable Living Trust dated May 12, 1995
Original Lessee: Kaiser-Francis Oil Company
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 9/20/2018
Recorded: Book 1115, Page 337
Lessor: Carla K. White, Trustee of the Terry & Carla White Trust dated May 7, 2012
Original Lessee: Kaiser-Francis Oil Company
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 12/4/1991, effective 11/22/1991
Recorded: Book 147, Page 552
Lessor: Anna Pauline Swearingen
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 1/15/1992, effective 12/4/1991
Recorded: Book 147, Page 554
Lessor: Sheryl S. Collins, dealing in her sole and separate property, and Sheryl S. Collins and Craig E. Collins, husband and wife.
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 12/16/1991, effective 12/4/1991
Recorded: Book 147, Page 556
Lessor: M.D. Vandaveer and Lois Vandaveer
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: February 28, 1992, effective February 17, 1992
Recorded: Book 147, Page 558
Lessor: Jonathan J. Peden
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 11/26/1991, effective 11/22/1991
Recorded: Book 147, Page 560
Lessor: Howard Swearingen
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 11/26/1991, effective 11/22/1991
Recorded: Book 147, Page 562
Lessor: Florence Swearingen
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 12/3/1993, effective 11/22/1991
Recorded: Book 148, Page 653
Lessor: Glen Swearingen
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 3, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
- **Number of Acres:** 10 Acres

Tract 4

Lease Date: 3/15/1990
Recorded: Book 67, Page 400
Lessor: United States of America – Farmer’s Home Administration
Original Lessee: Craig Hubbard
Description of land Pooled: Tract 4, W/2 NE/4 SW/4, W/2 E/2 NE/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 30 Acres

Lease Date: 9/15/1988
Recorded: Book 33, Page 374
Lessor: Johnnie Giovengo, Sr. et al
Original Lessee: T. Verne Dwyer
Description of land Pooled: Tract 4, W/2 NE/4 SW/4, W/2 E/2 NE/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 30 Acres

Tract 5

Lease Date: 6/28/1991
Recorded: Book 99, Page 752
Lessor: Kerr-McGee Corporation
Original Lessee: Read & Stevens, Inc.
Description of land Pooled: Tract 5, E/2 NE/4 NE/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 5 Acres

Tract 6

Lease Date: 8/14/1990
Recorded: Book 76, Page 212
Lessor: Martha Joy Stribling, Family Trustee et al
Original Lessee: BK Energy Company
Description of land Pooled: Tract 6, W/2 SE/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Lease Date: 8/14/1990
Recorded: Book 76, Page 214
Lessor: L.P. Williams and Doris Williams
Original Lessee: BK Energy Company
Description of land Pooled: Tract 6, W/2 SE/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Lease Date: 8/14/1990
Recorded: Book 76, Page 216
Lessor: Lovella Kilman and Lisa Breaux, aka Lisa Williams
Original Lessee: BK Energy Company
Description of land Pooled: Tract 6, W/2 SE/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Tract 7

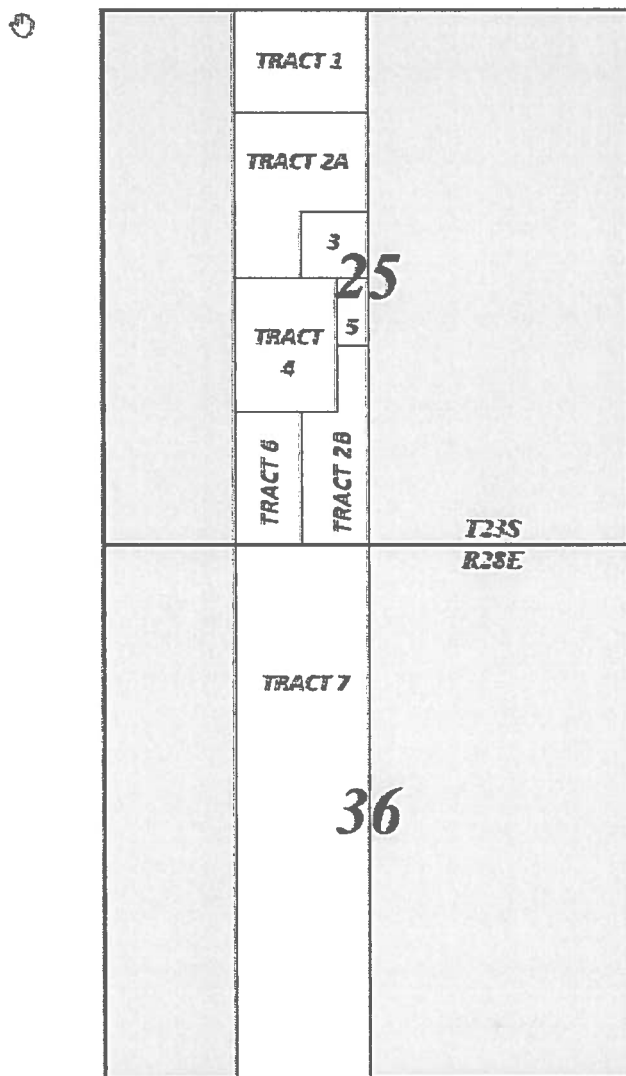
Lease Date: 4/01/1971
Recorded: Book 86, Page 713
Lessor: State of New Mexico L-5364
Original Lessee: L.D. Williams & Glen B. Williams
Description of land Pooled: Tract 7, E/2 W/2 of Section 36, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 160 Acres

END OF EXHIBIT "A" - Pooled Leases

Township 23 South, Range 28 East:
Section 25: E/2 W/2

AND

Township 23 South, Range 28 East:
Section 36: E/2 W/2
Eddy County, New Mexico



TRACT NO.	LEGAL DESCRIPTION	ACRES
TRACT 1	N/2 NE/4 SW/4 and N/2 NE/4 NW/4 of Sec 25, T23S, R28E	317
TRACT 2A and 2B	E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, SW/4 SE/4 NW/4, NW/2 SE/4 NW/4 and S/2 S/2 NE/4 of Sec 25, T23S, R28E	65
TRACT 3	SE/4 SE/4 NW/4	16
TRACT 4	N/2 NE/4 SW/4, N/2 NE/4 NW/4 of Sec 25, T23S, R28E	31
TRACT 5	E/2 NE/4 NE/4 SW/4	5
TRACT 6	N/2 SE/4 SW/4	21
TRACT 7	E/2 NW/4	2,440
		<hr/> 3,100

Proposed CB CAL 25 36 State Comm 08 E/2 W/2 BS Unit
E/2 W/2 of Section 25 and 36, Township 23 South, Range 28 East
320 acres

Tract 1

N/2 of NE/4 of NW/4 and N/2 of S/2 of NE/4 of NW/4 of Section 25, T23S, R28E

Tract 1 - 30/320 = 0.09375

Owner	TRGWI	UGWI	TNRI	UNRI	Type
Linville D. Williams	0.00000000	0.00000000	0.01875000	0.00175781	RI
GB Williams Properties, LLC	0.00000000	0.00000000	0.01875000	0.00175781	RI
Stephen Frank Williams, Jr.	0.00000000	0.00000000	0.01875000	0.00175781	RI
Joe T. Milavec and Ceila B. Milavec Revocable Trust, dated 7/15/94	0.00000000	0.00000000	0.01875000	0.00175781	RI
James W. Williams	0.00000000	0.00000000	0.01875000	0.00175781	RI
Williams Living Trust dated March 18, 2008	0.00000000	0.00000000	0.01875000	0.00175781	RI
Margaret L. Fate	0.00000000	0.00000000	0.01875000	0.00175781	RI
Lovella Kilman	0.00000000	0.00000000	0.00937500	0.00087891	RI
Melissa McCarthy fka Melissa Breau fka Lisa Williams	0.00000000	0.00000000	0.00937500	0.00087891	RI
MRC Permian Company	0.00000000	0.00000000	0.00937500	0.00087891	RI
Linda Williams Militello	0.00000000	0.00000000	0.00375000	0.00035156	RI
James Clay Williams	0.00000000	0.00000000	0.00375000	0.00035156	RI
Terry Lee Williams	0.00000000	0.00000000	0.00375000	0.00035156	RI
Belinda Sue Williams aka Belinda Raines	0.00000000	0.00000000	0.00375000	0.00035156	RI
Lanora Sue Williams Allomong	0.00000000	0.00000000	0.00375000	0.00035156	RI
Martha Joy Stribling	0.00000000	0.00000000	0.00312500	0.00029297	RI
John D. Stribling	0.00000000	0.00000000	0.00312500	0.00029297	RI
George O. Stribling, Trustee for Margaret Stribling, Robert Cain and Salem Stribling	0.00000000	0.00000000	0.00156250	0.00014648	RI
Margaret M. Stribling	0.00000000	0.00000000	0.00052084	0.00004883	RI
Robert Duncan Cain, Jr. aka Burly Cain	0.00000000	0.00000000	0.00052083	0.00004883	RI
Salem Pecos Stribling aka Sam Stribling	0.00000000	0.00000000	0.00052083	0.00004883	RI
Chevron U.S.A. Inc.	1.00000000	0.09375000	0.81250000	0.07617188	WI
	1.00000000	0.09375000	1.00000000	0.09375000	

Tract 2a

S/2 S/2 NE/4 NW/4, N/2 SE/4 NW/4 and SW/4 NW/4 of Section 25, T23S, R28E

Tract 3a - 40/320 = 0.125

Owner	TRGWI	UGWI	TNRI	UNRI	Type
Pardue Limited Company	0.00000000	0.00000000	0.12500000	0.01562500	RI
Pressley H. Guitar	0.00000000	0.00000000	0.00390625	0.00048828	RI
Guy Witherspoon, III	0.00000000	0.00000000	0.00390625	0.00048828	RI
John Guitar Witherspoon, Jr.	0.00000000	0.00000000	0.00195313	0.00024414	RI
Whitten Guitar Witherspoon	0.00000000	0.00000000	0.00195313	0.00024414	RI
Brett Guitar Witherspoon	0.00000000	0.00000000	0.00195313	0.00024414	RI
Wende Witherspoon Morgan	0.00000000	0.00000000	0.00195312	0.00024414	RI
CrownRock Minerals, LP	0.00000000	0.00000000	0.01692708	0.00211589	RI
Truchas Peaks, LLC	0.00000000	0.00000000	0.00097656	0.00012207	RI
Virginia Nevell Hoff Mangement Trust	0.00000000	0.00000000	0.00195313	0.00024414	RI
JPH Holdings, LP	0.00000000	0.00000000	0.00390625	0.00048828	RI
Santa Elena Minerals, LP	0.00000000	0.00000000	0.00260417	0.00032552	RI
Polk Land & Minerals, LP	0.00000000	0.00000000	0.00227864	0.00028483	RI
JMA Oil Properties, Ltd	0.00000000	0.00000000	0.00520833	0.00065104	RI
Carol Gibson Trust	0.00000000	0.00000000	0.00260417	0.00032552	RI
Cynthia Rhodes Trust	0.00000000	0.00000000	0.00260417	0.00032552	RI
Kelly Woods Leach	0.00000000	0.00000000	0.00130208	0.00016276	RI
Jack G. Woods, Jr.	0.00000000	0.00000000	0.00130208	0.00016276	RI
Caren G. Machell	0.00000000	0.00000000	0.00130208	0.00016276	RI
Caki Familily Limited Partnership	0.00000000	0.00000000	0.00390625	0.00048828	RI
Caren Gail Machel Exempt Trust	0.00000000	0.00000000	0.00260417	0.00032552	RI
Earl B. Guitar, Jr. Bypass Trust	0.00000000	0.00000000	0.00781250	0.00097656	RI
Guitar Land & Cattle Company, LP	0.00000000	0.00000000	0.00781250	0.00097656	RI
Sally Guitar	0.00000000	0.00000000	0.00625000	0.00078125	RI
Melissa McGee	0.00000000	0.00000000	0.00312500	0.00039063	RI
Judy Guitar Uhey, LLC	0.00000000	0.00000000	0.00312500	0.00039063	RI
Sharon Guitar Ellis, LLC	0.00000000	0.00000000	0.00312500	0.00039063	RI
Laura Jean Hofer Trust	0.00000000	0.00000000	0.00520833	0.00065104	RI
Guitar Gaiusha, LP	0.00000000	0.00000000	0.00390625	0.00048828	RI
Lesli Guitar Nichols	0.00000000	0.00000000	0.00195313	0.00024414	RI
John Kelly Guitar	0.00000000	0.00000000	0.00195312	0.00024414	RI
Murchison-Guitar Family, LP	0.00000000	0.00000000	0.00520833	0.00065104	RI
Barbara Lee Backman, Inc.	0.00000000	0.00000000	0.00520833	0.00065104	RI
Woods Dickens Ranch, LP	0.00000000	0.00000000	0.00520834	0.00065104	RI
Desert States Energy, Inc.	0.25000000	0.03125000	0.18750000	0.02343750	WI

Chevron U.S.A. Inc.	0.75000000	0.09375000	0.56250000	0.07031250	WI
	1.00000000	0.12500000	1.00000000	0.12500000	

Tract 2b
E/2 SE/4 NE/4 SW/4 and E/2 SE/4 SW/4 of Section 25, T23S, R28E
Tract 2b 25/320 = 0.078125

Owner	TRGW	UGW	TNRI	UNRI	Type
Pardue Limited Company	0.00000000	0.00000000	0.12500000	0.00976563	RI
Pressley H. Guitar	0.00000000	0.00000000	0.00390625	0.00030518	RI
Guy Witherspoon, III	0.00000000	0.00000000	0.00390625	0.00030518	RI
John Guitar Witherspoon, Jr.	0.00000000	0.00000000	0.00195313	0.00015259	RI
Whitten Guitar Witherspoon	0.00000000	0.00000000	0.00195313	0.00015259	RI
Brett Guitar Witherspoon	0.00000000	0.00000000	0.00195313	0.00015259	RI
Wende Witherspoon Morgan	0.00000000	0.00000000	0.00195312	0.00015259	RI
CrownRock Minerals, LP	0.00000000	0.00000000	0.01692708	0.00132243	RI
Truchas Peaks, LLC	0.00000000	0.00000000	0.00097656	0.00007629	RI
Virginia Nevell Hoff Mangement Trust	0.00000000	0.00000000	0.00195313	0.00015259	RI
JPH Holdings, LP	0.00000000	0.00000000	0.00390625	0.00030518	RI
Santa Elena Minerals, LP	0.00000000	0.00000000	0.00260417	0.00020345	RI
Polk Land & Minerals, LP	0.00000000	0.00000000	0.00227864	0.00017802	RI
JMA Oil Properties, Ltd	0.00000000	0.00000000	0.00520833	0.00040690	RI
Carol Gibson Trust	0.00000000	0.00000000	0.00260417	0.00020345	RI
Cynthia Rhodes Trust	0.00000000	0.00000000	0.00260417	0.00020345	RI
Kelly Woods Leach	0.00000000	0.00000000	0.00130208	0.00010173	RI
Jack G. Woods, Jr.	0.00000000	0.00000000	0.00130208	0.00010173	RI
Caren G. Machell	0.00000000	0.00000000	0.00130208	0.00010173	RI
Caki Familiy Limited Partnership	0.00000000	0.00000000	0.00390625	0.00030518	RI
Caren Gail Machel Exempt Trust	0.00000000	0.00000000	0.00260417	0.00020345	RI
Earl B. Guitar, Jr. Bypass Trust	0.00000000	0.00000000	0.00781250	0.00061035	RI
Guitar Land & Cattle Company, LP	0.00000000	0.00000000	0.00781250	0.00061035	RI
Sally Guitar	0.00000000	0.00000000	0.00625000	0.00048828	RI
Melissa McGee	0.00000000	0.00000000	0.00312500	0.00024414	RI
Judy Guitar Uhey, LLC	0.00000000	0.00000000	0.00312500	0.00024414	RI
Sharon Guitar Ellis, LLC	0.00000000	0.00000000	0.00312500	0.00024414	RI
Laura Jean Hofer Trust	0.00000000	0.00000000	0.00520833	0.00040690	RI
Guitar Gaiusha, LP	0.00000000	0.00000000	0.00390625	0.00030518	RI
Lesli Guitar Nichols	0.00000000	0.00000000	0.00195313	0.00015259	RI
John Kelly Guitar	0.00000000	0.00000000	0.00195312	0.00015259	RI
Murchison-Guitar Family, LP	0.00000000	0.00000000	0.00520833	0.00040690	RI
Barbara Lee Backman, Inc.	0.00000000	0.00000000	0.00520833	0.00040690	RI
Woods Dickens Ranch, LP	0.00000000	0.00000000	0.00520834	0.00040690	RI
Desert States Energy, Inc.	0.18750000	0.01464844	0.14062500	0.01098633	WI
Chevron U.S.A. Inc.	0.81250000	0.06347656	0.60937500	0.04760742	WI
	1.00000000	0.07812500	1.00000000	0.07812500	

Tract 3
N/2 SW/4 SW/4 of Section 25, T23S, R28E
Tract 3 20/320 = 0.0625

Owner	TRGW	UGW	TNRI	UNRI	Type
Justin Nine and Sara Nine	0.00000000	0.00000000	0.02578125	0.00161133	RI
Tim Lilley & Tashine Lilley	0.00000000	0.00000000	0.02578125	0.00161133	RI
Marc Lilley & Lisa Lilley	0.00000000	0.00000000	0.02578125	0.00161133	RI
Hope Royalites, LLC	0.00000000	0.00000000	0.02578125	0.00161133	RI
Mark McClellan & Paula McClellan	0.00000000	0.00000000	0.00859375	0.00053711	RI
Princess Properties, LLC	0.00000000	0.00000000	0.00859375	0.00053711	RI
Susan M. Hinkle	0.00000000	0.00000000	0.00859374	0.00053711	RI
Russell T. Rudy Ltd.	0.00000000	0.00000000	0.00130208	0.00008138	RI
Lois M. Lundbland Durland	0.00000000	0.00000000	0.00130208	0.00008138	RI
Solomon Valley Community Foundation	0.00000000	0.00000000	0.00130208	0.00008138	RI
Fort Worth Mineral Company, LLC	0.00000000	0.00000000	0.00406901	0.00025431	RI
Diana Lee Peace	0.00000000	0.00000000	0.00073242	0.00004578	RI
Sonja S. Lopez	0.00000000	0.00000000	0.00073242	0.00004578	RI
Liana Darlene Pearson	0.00000000	0.00000000	0.00130208	0.00008138	RI
Ronald Melvin Rogers	0.00000000	0.00000000	0.00130208	0.00008138	RI
Joyce Ann Sasse	0.00000000	0.00000000	0.00097656	0.00006104	RI
Sharon K. Fenton	0.00000000	0.00000000	0.00097656	0.00006104	RI
Koray Ali Cagliergin	0.00000000	0.00000000	0.00097656	0.00006104	RI
Jesma Roberta Hopper	0.00000000	0.00000000	0.00585938	0.00036621	RI
Grant Allen Swearingen	0.00000000	0.00000000	0.00585938	0.00036621	RI
Meredith E. Hardgrave and Helen Joyce Hardgrave Revocable Living Trust	0.00000000	0.00000000	0.01250000	0.00078125	RI
Evalyn Swearingen Testamentary Trust	0.00000000	0.00000000	0.00173611	0.00010851	RI
Billy Frank Hill	0.00000000	0.00000000	0.00057870	0.00003617	RI

EnCore Permian Holding LP	0.00000000	0.00000000	0.00096933	0.00006058	RI
PetroLima, LLC	0.00000000	0.00000000	0.00096933	0.00006058	RI
George E. Richardson (possibly deceased)	0.00000000	0.00000000	0.00078125	0.00004883	RI
Margaret L. Mehi	0.00000000	0.00000000	0.00078125	0.00004883	RI
Dale M. Richardson	0.00000000	0.00000000	0.00078125	0.00004883	RI
Linda Sue Richardson	0.00000000	0.00000000	0.00019531	0.00001221	RI
Harry J. Richardson	0.00000000	0.00000000	0.00029297	0.00001831	RI
Robert D. Richardson	0.00000000	0.00000000	0.00029297	0.00001831	RI
FlatRock Royalties, LLC	0.00000000	0.00000000	0.00283203	0.00017700	RI
Tularosa Oil Company	0.00000000	0.00000000	0.00283203	0.00017700	RI
Phoenix Four, LLC	0.00000000	0.00000000	0.00062934	0.00003933	RI
Craig Collins	0.00000000	0.00000000	0.00086806	0.00005425	RI
Sheryl A. (Swearingen Johnson Collins) Gilchrist	0.00000000	0.00000000	0.00086806	0.00005425	RI
Tundra AD3, LP	0.00000000	0.00000000	0.00338420	0.00021151	RI
Roy G. Barton, Jr. and Claudia R. Barton (JTWROS)	0.00000000	0.00000000	0.00234375	0.00014648	RI
Carnegie Energy, LLC	0.00000000	0.00000000	0.00260417	0.00016276	RI
Terry and Carla White Trust dated May 7, 2014	0.00000000	0.00000000	0.00416667	0.00026042	RI
The John Charles Major Trust	0.00000000	0.00000000	0.00234375	0.00014648	RI
James A. Collier, III	0.00000000	0.00000000	0.00156250	0.00009766	RI
Gregory A. Collier	0.00000000	0.00000000	0.00156250	0.00009766	RI
Tundra AD3, LP (UMI)	0.02500000	0.00156250	0.02500000	0.00156250	UMI
James A. Brown Family Trust Dated April 6, 2011	0.00625000	0.00039062	0.00625000	0.00039063	UMI
Watt Living Trust u/a dated January 16, 2009	0.00781250	0.00048828	0.00781250	0.00048828	UMI
Browne Family Revocable Living Trust u/a dated August 7, 2013	0.00781250	0.00048828	0.00781250	0.00048828	UMI
Charlotte E. Wells and Kaiulani L. Bumpus (JT)	0.02083333	0.00130208	0.02083333	0.00130208	UMI
Stanico Energy Corporation	0.03750000	0.00234375	0.03750000	0.00234375	UMI
James H. Isbell	0.13854167	0.00865885	0.10390625	0.00649414	WI
Linda Cowden Isbell	0.13854167	0.00865885	0.10390625	0.00649414	WI
B. Craig Duke	0.09479167	0.00592448	0.07899306	0.00493707	WI
Kaiser Francis Oil Company	0.08333333	0.00520833	0.06666667	0.00416667	WI
Chevron U.S.A. Inc.	0.43958333	0.02747396	0.33984375	0.02124023	WI
	1.00000000	0.06250000	1.00000000	0.06250000	

Tract 4

W/2 NE/4 SW/4 and W/2 E/2 NE/4 SW/4 of Section 25, T23S, R28E

Tract 4 30/320 = 0.09375

Owner	TRGWI	UGWI	TNRI	UNRI	Type
Pearl F. Giovengo	0.00000000	0.00000000	0.10714286	0.01004464	RI
Mark L. Hensley	0.00000000	0.00000000	0.05357143	0.00502232	RI
Tundra AD3, LP	0.00000000	0.00000000	0.02678557	0.00251115	RI
OXY USA WTP Limited Partnership (WI)	0.17857143	0.01674107	0.14508929	0.01360212	WI
Chevron U.S.A. Inc.	0.82148570	0.08214857	0.66741071	0.06256975	WI
	1.00000000	0.09375000	1.00000000	0.09375000	

Tract 5

E/2 NE/4 NE/4 SW/4 of Section 25, T23S, R28E

Tract 5 5/320 = 0.015625

Owner	TRGWI	UGWI	TNRI	UNRI	Type
OXY USA WTP Limited Partnership (RI)	0.00000000	0.00000000	0.25000000	0.00390625	RI
Hillier Oil & Gas Ltd.	0.01172414	0.00018319	0.00879311	0.00013739	WI
Highland (Texas) Energy Company	0.10551724	0.00164871	0.07913793	0.00123653	WI
Chevron U.S.A., Inc.	0.35310345	0.00551724	0.26482759	0.00413793	WI
Read & Stevens, Inc.	0.52965517	0.00827586	0.39724138	0.00620690	WI
	1.00000000	0.01562500	1.00000000	0.01562500	

Tract 6

W/2 SE/4 SW/4 of Section 25, T23S, R28E

Tract 6 20/320 = 0.0625

Owner	TRGWI	UGWI	TNRI	UNRI	Type
Thomas B. Stribling Sr. Trust	0.00000000	0.00000000	0.20000000	0.01250000	RI
Williams Living Trust dated March 18, 2008	0.00000000	0.00000000	0.02500000	0.00156250	RI
Lovella Kilman	0.00000000	0.00000000	0.01250000	0.00078125	RI
Melissa McCarthy fka Melissa Breaux fka Lisa Williams	0.00000000	0.00000000	0.01250000	0.00078125	RI
Marathon Oil Permian, LLC	0.16500000	0.01031250	0.12375000	0.00773438	WI
Chevron U.S.A., Inc.	0.83500000	0.05218750	0.62625000	0.03914063	WI
	1.00000000	0.06250000	1.00000000	0.06250000	

Tract 7

E/2 W/2 of Section 36, T23S, R28E

Tract 7 160/320 = .5

Owner	TRGWI	UGWI	TNRI	UNRI	Type
State of New Mexico	0.00000000	0.00000000	0.12500000	0.06250000	RI
Harvard Exploration, Ltd. - Series 7	0.00000000	0.00000000	0.00250000	0.00125000	ORI

The Cress Family Trust, Robert H. Cress Trustee	0.00000000	0.00000000	0.00500000	0.00250000	ORI
Morris Schertz	0.00000000	0.00000000	0.00187500	0.00093750	ORI
Richardson Mineral and Royalty, LLC	0.00000000	0.00000000	0.00062500	0.00031250	ORI
Tumbler Energy Partners, LLC	0.00000000	0.00000000	0.00375000	0.00187500	ORI
GB Williams Properties, LLC (ORI)	0.00000000	0.00000000	0.01166667	0.00583334	ORI
Linville D. Williams (ORI)	0.00000000	0.00000000	0.01166666	0.00583333	ORI
Jack Austin Richardson	0.00000000	0.00000000	0.00020833	0.00010417	ORI
John Michael and Marion Richardson	0.00000000	0.00000000	0.00020833	0.00010417	ORI
Tierra Oil Company, LLC	0.00000000	0.00000000	0.00041667	0.00020834	ORI
Chalcolm Exploration, LLC	0.00000000	0.00000000	0.00041667	0.00020834	ORI
James and Troyce Williams	0.00000000	0.00000000	0.01166667	0.00583334	ORI
Chevron U.S.A. Inc.	1.00000000	0.50000000	0.82500000	0.41250000	WI
	1.00000000	0.50000000	1.00000000	0.50000000	

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	30.00	9.375%
2a and 2b	65.00	20.3125%
3	10.00	3.125%
4	30.00	9.375%
5	5.00	1.5625%
6	20.00	6.25%
6	160.00	50.0%
<hr/>		
Total	320.00	100.00%

END OF EXHIBIT "A"

COMMUNITIZATION AGREEMENT

ONLINE Version

API #: 30-0 15 - 46631

STATE OF NEW MEXICO)
 SS) Well Name: CB CAL 25 36 STATE COM 08 #401H
COUNTY OF EDDY) CB CAL 25 36 STATE COM 08 #402H API 30-015-46632
) CB CAL 25 36 STATE COM 08 #403H API 30-015-46636

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) MARCH 5, 2020, 2020, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

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

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

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

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

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

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

Subdivisions: W/2 OF SECTIONS 25 AND 36, T23S,R28E

Of Sect(s): _____ Twp: _____ Rng: _____ NMPM EDDY _____ County, NM

Containing 640 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

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

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

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. CHEVRON U.S.A. INC. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by CHEVRON U.S.A. INC..

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

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

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

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

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

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

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

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

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

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

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

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

OPERATOR: CHEVRON U.S.A. INC.

OPERATOR: CHEVRON U.S.A. INC.

BY: IRVIN R. GUTIERREZ, Attorney-In-Fact (Name and Title of Authorized Agent)

IR R Gutierrez (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

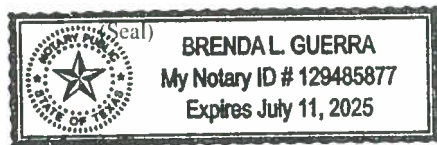
State of Texas)
County of Harris)

This instrument was acknowledged before me on _____

Date : 3/29/2022

By: Irvin R Gutierrez

Name(s) of Person(s)



Brenda L Guerra

Signature of Notarial Officer

My commission expires: 07/11/2025

Lease # and Lessee of Record: Lease No. L-5364, Chevron U.S.A., Inc.

BY: Irvin R. Gutierrez, Attorney-In-Fact (Name and Title of Authorized Agent)

LR Gutierrez (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
County of _____)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

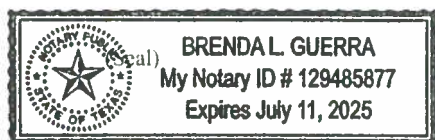
State of Texas)
County of Harris)

This instrument was acknowledged before me on

Date: 3/29/2022

By: Irvin R Gutierrez

Name(s) of Person(s)



Brenda L Guerra
Signature of Notarial Officer

My commission expires: 07/11/2025

NON-OPERATOR:

KAISER-FRANCIS OIL COMPANY

Date

By: _____
Name:
Its:

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2022, before me, a Notary Public for the State of New Mexico, personally appeared _____, known to me to be the _____ of Kaiser-Francis Oil Company, a _____, on behalf of the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

EXHIBIT "A" - Pooled Leases

Attached to and made a part of that certain Declaration of Unit covering the W/2 of Section 25, Township 23 South, Range 28 East, and the W/2 of Section 36, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico., containing 640 Acres more or less.

The Contract Area is hereby limited in depth from the stratigraphic equivalent of the top of the Wolfcamp formation, as seen at 9,630 feet beneath the surface, to the stratigraphic equivalent of the base of the Wolfcamp formation, as seen at 11,087 feet beneath the surface, as shown in that certain Schlumberger Gamma Ray and Dual Laterolog/MSFL, dated November 10, 1978, in the Williams Gas Com #1 (API # 30-015-22686), located in Section 34, Township 23 South, Range 28 East, Eddy County, New Mexico SAVE AND EXCEPT the Macho Grande State #2H (API # 30-015-42659) well.

Oil and Gas Leases subject to this Agreement:**Tract 1**

Lease Date: 4/3/1973
Recorded: Book 98, Page 62
Lessor: S.F. Williams, aka Stephen Frank Williams
Original Lessee: Clifton Wilderspin
Description of land Pooled: Tract 1, NW/4 NW/4, N/2 NE/4 NW/4 and N/2 S/2 NE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other land.
Number of Acres: 70 acres

Lease Date: 4/3/1973
Recorded: Book 99, Page 127
Lessor: Roxie L. Williams
Original Lessee: Clifton Wilderspin
Description of land Pooled: Tract 1, NW/4 NW/4, N/2 NE/4 NW/4 and N/2 S/2 NE/4 NW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other land.
Number of Acres: 70 acres

Tract 2

Lease Date: 3/02/1978
Recorded: Book 155, Page 549
Lessor: Antonio Cardona and Josefa Cardona
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 2, SW/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 40 Acres

Tract 3a and 3b

Lease Date: 1/9/1978
Recorded: Book 154, Page 144
Lessor: Earl B. Guitar et al
Original Lessee: Maddox Energy Corporation
Description of land Pooled: Tract 3a and 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, SW/4 SE/4 NW/4, N/2 SE/4 NW/4 and S/2 S/2 NE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 65 Acres

Lease Date: 1/9/1978
Recorded: Book 154, Page 155
Lessor: Pardue Farms
Original Lessee: Maddox Energy Corporation
Description of land Pooled: Tract 3a and 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, SW/4 SE/4 NW/4, N/2 SE/4 NW/4 and S/2 S/2 NE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 65 Acres

Tract 3b (only)

Lease Date: 4/18/1990, effective 4/11/1990
Recorded: Book 67, Page 843
Lessor: Pardue Farms
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/24/1990, effective 4/11/1990
Recorded: Book 68, Page 65
Lessor: Betty Witherspoon Nevill, Trustee of the Gayle Nevill Trust and Virginia Nevill Trust
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/23/1990, effective 4/11/1990
Recorded: Book 68, Page 69
Lessor: Jack G. Woods
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)

Number of Acres: 25 Acres

Lease Date: 11/12/1991, effective 4/11/1990
Recorded: Book 116, Page 479
Lessor: Jan Carsey
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)

Number of Acres: 25 Acres

Lease Date: 5/2/1990, effective 4/11/1990
Recorded: Book 69, Page 1177
Lessor: Marilyn J. Galusha
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)

Number of Acres: 25 Acres

Lease Date: 4/25/1990, effective 4/11/1990
Recorded: Book 69, Page 1181
Lessor: Leslie D. Guitar
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)

Number of Acres: 25 Acres

Lease Date: 5/1/1990, effective 4/11/1990
Recorded: Book 69, Page 1183
Lessor: Repps B. Guitar, Jr.
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 5/1/1990, effective 4/11/1990
Recorded: Book 69, Page 1187
Lessor: John Guitar, Jr.
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/23/1990, effective 4/11/1990
Recorded: Book 69, Page 1193
Lessor: Barbara Lee Backman
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/23/1990, effective 4/11/1990
Recorded: Book 69, Page 1195
Lessor: Ruth Guitar Murchison
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/24/1990, effective 4/11/1990
Recorded: Book 70, Page 1
Lessor: Earl Guitar, Jr.
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled:

Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)

Number of Acres: 25 Acres

Lease Date: 4/24/1990, effective 4/11/1990
Recorded: Book 70, Page 5
Lessor: Earl Guitar
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled:

Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)

Number of Acres: 25 Acres

Lease Date: 4/24/1990, effective 4/11/1990
Recorded: Book 70, Page 9
Lessor: Phillip E. Guitar
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled:

Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)

Number of Acres: 25 Acres

Lease Date: 5/3/1990, effective 4/11/1990
Recorded: Book 70, Page 444
Lessor: James Minor Alexander
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled:

Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)

Number of Acres: 25 Acres

Lease Date: 5/3/1990, effective 4/11/1990
Recorded: Book 70, Page 448
Lessor: Martha Jane Alexander Rhodes
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/29/1990, effective 4/11/1990
Recorded: Book 70, Page 452
Lessor: Laura Woods Gall
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 5/3/1990, effective 4/11/1990
Recorded: Book 71, Page 970
Lessor: Jeri Alexander Lott
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 11/12/1991, effective 4/11/1990
Recorded: Book 116, Page 475
Lessor: Guy P. Witherspoon, III
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/11/1990, effective 4/11/1990
Recorded: Book 116, Page 483
Lessor: James Kelly Polk, Ancillary Personal Representative of the Estate of Mary Guitar Polk
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 6/14/1990, effective 4/11/1990
Recorded: Book 71, Page 968
Lessor: Laura Jean Hofer
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 4/23/1990, effective 4/11/1990
Recorded: Book 70, Page 13
Lessor: Dennis Woods, Jr.
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 6/28/1990, effective 4/11/1990
Recorded: Book 73, Page 117
Lessor: Pressley H. Guitar
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 8/14/1990, effective 4/11/1990
Recorded: Book 75, Page 948
Lessor: John Guitar Witherspoon, Trustee of the John Guitar Witherspoon, Jr. Trust
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 8/14/1990, effective 4/11/1990
Recorded: Book 75, Page 952
Lessor: John Guitar Witherspoon, Trustee of the Whitten Guitar Witherspoon Trust
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 8/14/1990, effective 4/11/1990
Recorded: Book 75, Page 956
Lessor: John Guitar Witherspoon, Trustee of the Brett Guitar Witherspoon Trust
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Lease Date: 8/14/1990, effective 4/11/1990
Recorded: Book 75, Page 961
Lessor: John Guitar Witherspoon, Trustee of the Wende Guitar Witherspoon Trust
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 3b, E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands. (insofar and only insofar as said lands cover all depths below the stratigraphic equivalent of the base of the Bone Springs formation)
Number of Acres: 25 Acres

Tract 4

Lease Date: 8/17/1978
Recorded: Book 162, Page 534
Lessor: Ruby Rogers
Original Lessee: Robert W. Coleman
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 9/26/1978
Recorded: Book 164, Page 629
Lessor: Charline Watson and Harry A. Watson
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/22/1978
Recorded: Book 164, Page 617
Lessor: Marion L. Swearingen and Lenora Swearingen
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/17/1978
Recorded: Book 162, Page 302
Lessor: Rita J. Evert Trust
Original Lessee: Robert W. Coleman
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/17/1978
Recorded: Book 162, Page 304
Lessor: James A. Collier
Original Lessee: Robert W. Coleman
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/17/1978
Recorded: Book 162, Page 536
Lessor: Louise M. Richardson
Original Lessee: Robert W. Coleman
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/28/1978
Recorded: Book 164, Page 625
Lessor: Elizabeth Major and John Major
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/22/1978
Recorded: Book 164, Page 621
Lessor: Ernest L. Redford and Fern Redford
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/22/1978
Recorded: Book 164, Page 615
Lessor: Homer A. Swearingen
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/10/1978
Recorded: Book 161, Page 521
Lessor: Addie Swearingen
Original Lessee: James H. Isbell
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/22/1978
Recorded: Book 164, Page 619
Lessor: Pauline R. Swearingen
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/29/1978
Recorded: Book 164, Page 627
Lessor: Birdie F. Coryell
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/28/1978
Recorded: Book 164, Page 623
Lessor: Vera Hadsell
Original Lessee: Amoco Production Company
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/20/2008
Recorded: Instrument No. 0812326
Lessor: Peggie Sue Lawson
Original Lessee: Chesapeake Exploration, LLC
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 7/21/2008
Recorded: Instrument No. 0812755
Lessor: Kenneth W. and Christine Brown
Original Lessee: Chesapeake Exploration, LLC
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 8/20/2008
Recorded: Instrument No. 0811761
Lessor: Landa M. Harrel and Dan Harrel
Original Lessee: Chesapeake Exploration, LLC
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 1/8/2018, effective 12/27/2017
Recorded: Book 1105, Page 863
Lessor: Betty A. Biery, Trustee of the Meredith E. Hardgrave and Helen Joyce Hardgrave Revocable Living Trust dated May 12, 1995
Original Lessee: Kaiser-Francis Oil Company
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 9/20/2018
Recorded: Book 1115, Page 337
Lessor: Carla K. White, Trustee of the Terry & Carla White Trust dated May 7, 2012
Original Lessee: Kaiser-Francis Oil Company
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 12/4/1991, effective 11/22/1991
Recorded: Book 147, Page 552
Lessor: Anna Pauline Swearingen
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 1/15/1992, effective 12/4/1991
Recorded: Book 147, Page 554
Lessor: Sheryl S. Collins, dealing in her sole and separate property, and Sheryl S. Collins and Craig E. Collins, husband and wife.
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 12/16/1991, effective 12/4/1991
Recorded: Book 147, Page 556
Lessor: M.D. Vandaveer and Lois Vandaveer
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: February 28, 1992, effective February 17, 1992
Recorded: Book 147, Page 558
Lessor: Jonathan J. Peden
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 11/26/1991, effective 11/22/1991
Recorded: Book 147, Page 560
Lessor: Howard Swearingen
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 11/26/1991, effective 11/22/1991
Recorded: Book 147, Page 562
Lessor: Florence Swearingen
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Lease Date: 12/3/1993, effective 11/22/1991
Recorded: Book 148, Page 653
Lessor: Glen Swearingen
Original Lessee: B. Craig Duke
Description of land Pooled: Tract 4, SE/4 SE/4 NW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 10 Acres

Tract 5

Lease Date: 3/15/1990
Recorded: Book 67, Page 400
Lessor: United States of America – Farmer’s Home Administration
Original Lessee: Craig Hubbard
Description of
– **land Pooled:** Tract 5, NW/4 SW/4, W/2 NE/4 SW/4, W/2 E/2 NE/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 70 Acres

Lease Date: 9/15/1988
Recorded: Book 33, Page 724
Lessor: Johnnie Giovengo, Sr. et al
Original Lessee: T. Verne Dwyer
Description of
land Pooled: Tract 5, NW/4 SW/4, W/2 NE/4 SW/4, W/2 E/2 NE/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 70 Acres

Tract 6

Lease Date: 6/28/1991
Recorded: Book 99, Page 752
Lessor: Kerr-McGee Corporation
Original Lessee: Read & Stevens, Inc.
Description of
land Pooled: Tract 6, E/2 NE/4 NE/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 5 Acres

Tract 7

Lease Date: 4/5/1990
Recorded: Book 67, Page 833
Lessor: Lanora Sue Allomong
Original Lessee: Bird Creek Resources, Inc.
Description of
land Pooled: Tract 7, N/2 SW/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Lease Date: 4/5/1990
Recorded: Book 67, Page 831
Lessor: Linda Williams Harris aka Linda Williams
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 7, N/2 SW/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Lease Date: 4/5/1990
Recorded: Book 67, Page 837
Lessor: Belinda Sue Williams and Terry Lee Williams
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 7, N/2 SW/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Lease Date: 4/5/1990
Recorded: Book 67, Page 839
Lessor: James Clay Williams
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 7, N/2 SW/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Tract 8

Lease Date: 4/5/1990
Recorded: Book 67, Page 835
Lessor: Glen Brady Williams
Original Lessee: Bird Creek Resources, Inc.
Description of land Pooled: Tract 8, S/2 SW/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Tract 9

Lease Date: 8/14/1990
Recorded: Book 76, Page 212
Lessor: Martha Joy Stribling, Family Trustee et al
Original Lessee: BK Energy Company
Description of land Pooled: Tract 9, W/2 SE/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Lease Date: 8/14/1990
Recorded: Book 76, Page 214
Lessor: L.P. Williams and Doris Williams
Original Lessee: BK Energy Company
Description of land Pooled: Tract 9, W/2 SE/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Lease Date: 8/14/1990
Recorded: Book 76, Page 216
Lessor: Lovella Kilman and Lisa Breaux, aka Lisa Williams
Original Lessee: BK Energy Company
Description of land Pooled: Tract 9, W/2 SE/4 SW/4 of Section 25, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 20 Acres

Tract 10

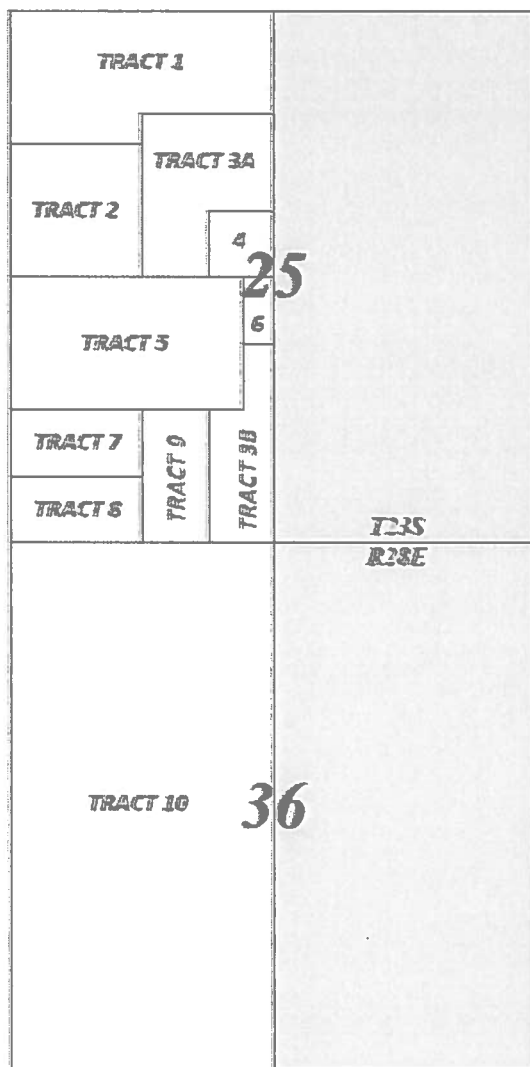
Lease Date: 4/01/1971
Recorded: Book 86, Page 713
Lessor: State of New Mexico L-5364
Original Lessee: L.D. Williams & Glen B. Williams
Description of land Pooled: Tract 10, W/2 of Section 36, Township 23 South, Range 28 East, N.M.P.M., Eddy County, New Mexico, among other lands.
Number of Acres: 320 Acres

END OF EXHIBIT "A" - Pooled Leases

Township 23 South, Range 28 East:
Section 25: W/2

AND

Township 23 South, Range 28 East:
Section 36: W/2
Eddy County, New Mexico

[illegible]

Proposed Bone Spring/Wolfcamp Unit - Pad 8
W/2 of Section 25 and W/2 of Section 36, T23SR28E
640.000 acres

W/2 Section 25 Tracts

Tract 1

NW/4 of NW/4, N/2 of NE/4 of NW/4 & N/2 of S/2 of NE/4 of NW/4 of Section 25, T23SR28E

Tract 1 - 70.000/640.000 = 0.10937500

Owner	TRGW	UGWI	TNRI	UNRI	Type	Comments
Linville D. Williams	0.00000000	0.00000000	0.01875000	0.00205078	RI	
GB Williams Properties, LLC	0.00000000	0.00000000	0.01875000	0.00205078	RI	
Stephen Frank Williams, Jr.	0.00000000	0.00000000	0.01875000	0.00205078	RI	
Joe T. Milavec and Ceila B. Milavec Revocable Trust, dated 7/15/94	0.00000000	0.00000000	0.01875000	0.00205078	RI	
James W. Williams	0.00000000	0.00000000	0.01875000	0.00205078	RI	
Williams Living Trust dated March 18, 2009	0.00000000	0.00000000	0.01875000	0.00205078	RI	
Margaret L. Fate	0.00000000	0.00000000	0.01875000	0.00205078	RI	
Lovella Kilman	0.00000000	0.00000000	0.00937500	0.00102539	RI	
Melissa McCarthy aka Melissa Breaux aka Lisa Williams	0.00000000	0.00000000	0.00937500	0.00102539	RI	
MRC Permian Company	0.00000000	0.00000000	0.00937500	0.00102539	RI	
Linda Williams Miltello	0.00000000	0.00000000	0.00375000	0.00041016	RI	
James Clay Williams	0.00000000	0.00000000	0.00375000	0.00041016	RI	
Terry Lee Williams	0.00000000	0.00000000	0.00375000	0.00041016	RI	
Belinda Sue Williams aka Belinda Raines	0.00000000	0.00000000	0.00375000	0.00041016	RI	
Lanora Sue Williams Allomong	0.00000000	0.00000000	0.00375000	0.00041016	RI	
Martha Joy Stribling	0.00000000	0.00000000	0.00312500	0.00034180	RI	
John D. Stribling	0.00000000	0.00000000	0.00312500	0.00034180	RI	
George O. Stribling, Trustee for Margaret Stribling, Robert Cain and Salem Stribling	0.00000000	0.00000000	0.00156250	0.00017090	RI	
Margaret M. Stribling	0.00000000	0.00000000	0.00052084	0.00005697	RI	
Robert Duncan Cain, Jr. a k a. Burly Cain	0.00000000	0.00000000	0.00052083	0.00005697	RI	
Salem Pecos Stribling a k a. Sam Stribling	0.00000000	0.00000000	0.00052083	0.00005697	RI	
Chevron U.S.A., Inc.	1.00000000	0.10937500	0.81250000	0.0886719	WI	
Total	1.00000000	0.10937500	1.00000000	0.10937500		

Tract 2

SW/4 of NW/4 of Section 25, T23SR28E

Tract 2 - 40.000/640.000 = 0.06250000

Owner	TRGW	UGWI	TNRI	UNRI	Type	Comments
Beatrice C. Barrera	0.00000000	0.00000000	0.04687500	0.00292969	RI	
Uplift Energy LLC	0.00000000	0.00000000	0.04062500	0.00253906	RI	
Frances S. Cardona	0.00000000	0.00000000	0.02343750	0.00146484	RI	
Alex Rey Cardona	0.00000000	0.00000000	0.02343750	0.00146484	RI	
Veronica Marie Nieto	0.00000000	0.00000000	0.01562500	0.00097656	RI	
Christina Elizabeth Guerrero	0.00000000	0.00000000	0.00937500	0.00058594	RI	
Patricia Ann Armedariz	0.00000000	0.00000000	0.00937500	0.00058594	RI	
Ranchito AD4, LP	0.00000000	0.00000000	0.01781250	0.00111328	RI	
1836 Royalty Partners, LLC	0.00000000	0.00000000	0.00093750	0.00005859	RI	
Chevron U.S.A., Inc.	1.00000000	0.06250000	0.81250000	0.05078125	WI	
Total	1.00000000	0.06250000	1.00000000	0.06250000		

Tract 3A

S/2 of S/2 of NE/4 of NW/4, N/2 of SE/4 of NW/4 & SW/4 of SE/4 of NW/4 of Section 25, T23SR28E

Tract 3A - 40.000/640.000 = 0.06250000

Owner	TRGW	UGWI	TNRI	UNRI	Type	Comments
Pardue Limited Company	0.00000000	0.00000000	0.12500000	0.00781250	RI	
Pressley H. Guitar	0.00000000	0.00000000	0.00390625	0.00024414	RI	
Guy Witherspoon, III	0.00000000	0.00000000	0.00390625	0.00024414	RI	
John Guitar Witherspoon, Jr.	0.00000000	0.00000000	0.00195313	0.00012207	RI	
Whitten Guitar Witherspoon	0.00000000	0.00000000	0.00195313	0.00012207	RI	
Brett Guitar Witherspoon	0.00000000	0.00000000	0.00195313	0.00012207	RI	
Wende Witherspoon Morgan	0.00000000	0.00000000	0.00195312	0.00012207	RI	
CrownRock Minerals, L.P.	0.00000000	0.00000000	0.01692708	0.00105794	RI	
Truchas Peaks, LLC	0.00000000	0.00000000	0.00097656	0.00006104	RI	
Virginia Nevill Hoff Management Trust	0.00000000	0.00000000	0.00195313	0.00012207	RI	
JPH Holdings, L.P.	0.00000000	0.00000000	0.00390625	0.00024414	RI	
Santa Elena Minerals, LP	0.00000000	0.00000000	0.00260417	0.00016276	RI	
Polk Land & Minerals, LP	0.00000000	0.00000000	0.00227864	0.00014242	RI	
JMA Oil Properties, LTD	0.00000000	0.00000000	0.00520833	0.00032552	RI	
Carol Gibson Trust	0.00000000	0.00000000	0.00260417	0.00016276	RI	
Cynthia Rhodes Trust	0.00000000	0.00000000	0.00260417	0.00016276	RI	
Kelly Woods Leach	0.00000000	0.00000000	0.00130208	0.00008138	RI	
Jack G. Woods, Jr.	0.00000000	0.00000000	0.00130208	0.00008138	RI	
Caren G. Machell	0.00000000	0.00000000	0.00130208	0.00008138	RI	

Caki Family Limited Partnership	0.00000000	0.00000000	0.00390625	0.00024414	RI	
Caren Gall Mache/I Exempt Trust	0.00000000	0.00000000	0.00260417	0.00016276	RI	
Earl B. Guilar, Jr. Bypass Trust	0.00000000	0.00000000	0.00781250	0.00048828	RI	
Guilar Land & Cattle Company, L.P.	0.00000000	0.00000000	0.00781250	0.00048828	RI	
Sally Guilar	0.00000000	0.00000000	0.00625000	0.00039063	RI	
Melissa McGee	0.00000000	0.00000000	0.00312500	0.00019531	RI	
Judy Guilar Uhey, LLC	0.00000000	0.00000000	0.00312500	0.00019531	RI	
Sharon Guilar Ellis, LLC	0.00000000	0.00000000	0.00312500	0.00019531	RI	
Laura Jean Hofer Trust	0.00000000	0.00000000	0.00520833	0.00032552	RI	
Guilar Calusha, L.P.	0.00000000	0.00000000	0.00390625	0.00024414	RI	
Lesli Guilar Nichols	0.00000000	0.00000000	0.00195313	0.00012207	RI	
John Kelly Guilar	0.00000000	0.00000000	0.00195312	0.00012207	RI	
Murchison-Guilar Family, LP	0.00000000	0.00000000	0.00520833	0.00032552	RI	
Barbara Lee Backman, Inc.	0.00000000	0.00000000	0.00520833	0.00032552	RI	
Woods Dickens Ranch, L.P.	0.00000000	0.00000000	0.00520834	0.00032552	RI	
Desert States Energy, Inc.	0.25000000	0.01562500	0.18750000	0.01171875	WI	
Chevron U.S.A., Inc.	0.75000000	0.04687500	0.56250000	0.03515625	WI	
Total	1.00000000	0.06250000	1.00000000	0.06250000		

Tract 4
SE/4 of SE/4 of NW/4 of Section 25, T23SR28E
Tract 4 - 10.000/640.000 = 0.01562500

Owner	TRGWI	UGWI	TNRI	UNRI	Type	Comments
Justin Nine & Sara N ne	0.00000000	0.00000000	0.02578125	0.00040283	RI	
Tim Lilley & Tash na Lilley	0.00000000	0.00000000	0.02578125	0.00040283	RI	
Marc Lilley & Lisa Lilley	0.00000000	0.00000000	0.02578125	0.00040283	RI	
Hope Royalties, LLC	0.00000000	0.00000000	0.02578125	0.00040283	RI	
Mark McClellan & Paula McClellan	0.00000000	0.00000000	0.00859375	0.00013428	RI	
Princess Properties, LLC	0.00000000	0.00000000	0.00859375	0.00013428	RI	
Susan M Hinkle	0.00000000	0.00000000	0.00859374	0.00013428	RI	
Russel T. Rudy LTD.	0.00000000	0.00000000	0.00130208	0.00002035	RI	
Lois M. Lundbland Durland	0.00000000	0.00000000	0.00130208	0.00002035	RI	
Sokomon Valley Community Foundation	0.00000000	0.00000000	0.00130208	0.00002035	RI	
Fort Worth Mineral Company, LLC	0.00000000	0.00000000	0.00406901	0.00006358	RI	
Diana Lee Peace	0.00000000	0.00000000	0.00073242	0.00001144	RI	
Sonja S. Lopez	0.00000000	0.00000000	0.00073242	0.00001144	RI	
Liana Darlene Pearson	0.00000000	0.00000000	0.00130208	0.00002035	RI	
Ronald Melvin Rogers	0.00000000	0.00000000	0.00130208	0.00002035	RI	
Joyce Ann Sasse	0.00000000	0.00000000	0.00097656	0.00001526	RI	
Sharon K. Fenton	0.00000000	0.00000000	0.00097656	0.00001526	RI	
Koray Ali Cagliergin	0.00000000	0.00000000	0.00097656	0.00001526	RI	
Jesma Roberta Hopper	0.00000000	0.00000000	0.00585938	0.00009155	RI	
Grant Allen Swearingen	0.00000000	0.00000000	0.00585938	0.00009155	RI	
Meredith E. Hardgrave and Helen Joyce Hardgrave Revocable Living Trust	0.00000000	0.00000000	0.01250000	0.00019531	RI	
Evalyn Swearingen Testamentary Trust	0.00000000	0.00000000	0.00173611	0.00002713	RI	
Billy Frank Hill	0.00000000	0.00000000	0.00057870	0.00000904	RI	
EnCore Permian Holding LP	0.00000000	0.00000000	0.00096933	0.00001515	RI	
PetroLima, LLC	0.00000000	0.00000000	0.00096933	0.00001515	RI	
George E. Richardson (possibly deceased)	0.00000000	0.00000000	0.00078125	0.00001221	RI	
Margaret L. Mehl	0.00000000	0.00000000	0.00078125	0.00001221	RI	
Dale M. Richardson	0.00000000	0.00000000	0.00078125	0.00001221	RI	
Linda Sue Richardson	0.00000000	0.00000000	0.00019531	0.00000305	RI	
Harry J. Richardson	0.00000000	0.00000000	0.00029297	0.00000458	RI	
Robert D. Richardson	0.00000000	0.00000000	0.00029297	0.00000458	RI	
FlatRock Royalties, LLC	0.00000000	0.00000000	0.00283203	0.00004425	RI	
Tularosa Oil Company	0.00000000	0.00000000	0.00283203	0.00004425	RI	
Phoenix Four, LLC	0.00000000	0.00000000	0.00062934	0.00000983	RI	
Craig Collins	0.00000000	0.00000000	0.00086806	0.00001356	RI	
Sheryl A. (Swearingen Johnson Collins) Grchrist	0.00000000	0.00000000	0.00086806	0.00001356	RI	
Tundra AD3, LP	0.00000000	0.00000000	0.00338542	0.00005290	RI	
Roy G. Barton, Jr. and Claudia R. Barton (JT/WROS)	0.00000000	0.00000000	0.00234375	0.00003662	RI	
Carnegie Energy, LLC	0.00000000	0.00000000	0.00260417	0.00004069	RI	
Terry and Carla White Trust dated May 7, 2014	0.00000000	0.00000000	0.00416667	0.00006510	RI	
The John Charles Major Trust	0.00000000	0.00000000	0.00234375	0.00003662	RI	
James A. Collier, III	0.00000000	0.00000000	0.00156250	0.00002441	RI	
Gregory A. Collier	0.00000000	0.00000000	0.00156250	0.00002441	RI	
Tundra AD3, LP (UMI)	0.02500000	0.00039063	0.02500000	0.00039063	UMI	
James A. Brown Family Trust Dated April 6, 2011	0.00625000	0.00009766	0.00625000	0.00009766	UMI	
Watt Living Trust u/a dated January 16, 2009	0.00781250	0.00012207	0.00781250	0.00012207	UMI	
Browne Family Revocable Living Trust u/a dated August 7, 2013	0.00781250	0.00012207	0.00781250	0.00012207	UMI	
Charlotte E. Wells and Kaiulani L. Bumpus (JT)	0.02083333	0.00032552	0.02083333	0.00032552	UMI	
Stanico Energy Corporation	0.03750000	0.00058594	0.03750000	0.00058594	UMI	
James H. Isbell	0.13854167	0.00216471	0.10390625	0.00162354	WI	

Linda Cowden Isbell	0.13854167	0.00216471	0.10390625	0.00162354	WI	
B. Craig Duke	0.09479167	0.00148112	0.07899306	0.00123427	WI	
Kaiser Francis Oil Company	0.08333333	0.00130208	0.06666667	0.00104167	WI	
Chevron U.S.A., Inc.	0.43958333	0.00686849	0.33984375	0.00531006	WI	
Total	1.00000000	0.01562500	1.00000000	0.01562500		

Tract 5

NW/4 of SW/4, W/2 of NE/4 of SW/4 & W/2 of E/2 of NE/4 of SW/4 of Section 25, T23SR28E

Tract 5 - 70.000/640.000 = 0.10937500

Owner	TRGWI	UGWI	TNRI	UNRI	Type	Comments
Pearl F. Giovengo	0.00000000	0.00000000	0.10714286	0.01171875	RI	
Mark L. Hensley	0.00000000	0.00000000	0.05357143	0.00585938	RI	
Tundra AD3, LP	0.00000000	0.00000000	0.02678571	0.00292969	RI	
OXY USA WTP Limited Partnership (WI)	0.17857143	0.01953125	0.14508929	0.01586914	WI	
Chevron U.S.A., Inc.	0.82142857	0.08984375	0.66741071	0.07299805	WI	
Total	1.00000000	0.08984375	1.00000000	0.10937500		

Tract 6

E/2 of NE/4 of NE/4 of SW/4 of Section 25, T23SR28E

Tract 6 - 5.000/640 = 0.00781250

Owner	TRGWI	UGWI	TNRI	UNRI	Type	Comments
OXY USA WTP Limited Partnership (RI)	0.00000000	0.00000000	0.25000000	0.00195313	RI	
Hillier Oil & Gas Ltd	0.01172414	0.00009159	0.00879311	0.00006870	WI	
Highland (Texas) Energy Company	0.10551724	0.00082435	0.07913793	0.00061827	WI	
Chevron U.S.A., Inc.	0.35310345	0.00275862	0.26482759	0.00206897	WI	
Read & Stevens, Inc.	0.52965517	0.00413793	0.39724138	0.00310345	WI	
Total	1.00000000	0.00781250	1.00000000	0.00781250		

Tract 7

N/2 of SW/4 of SW/4 of Section 25, T23SR28E

Tract 7 - 20.000/640.000 = 0.03125000

Owner	TRGWI	UGWI	TNRI	UNRI	Type	Comments
Linda Williams Mililello	0.00000000	0.00000000	0.04000000	0.00125000	RI	
Lanora Sue Williams Allomong	0.00000000	0.00000000	0.04000000	0.00125000	RI	
Terry Lee Williams	0.00000000	0.00000000	0.04000000	0.00125000	RI	
Kathleen A. Phillips	0.00000000	0.00000000	0.08000000	0.00250000	RI	
Marathon Oil Permian, LLC	0.18750000	0.00585938	0.15000000	0.00468750	WI	
Chevron U.S.A., Inc.	0.81250000	0.02539063	0.65000000	0.02031250	WI	
Total	1.00000000	0.03125000	1.00000000	0.03125000		

Tract 8

S/2 of SW/4 of SW/4 of Section 25, T23SR28E

Tract 8 - 20.000/640.000 = 0.03125000

Owner	TRGWI	UGWI	TNRI	UNRI	Type	Comments
GB Williams Properties, LLC	0.00000000	0.00000000	0.20000000	0.00625000	RI	
Marathon Oil Permian, LLC	0.18750000	0.00585938	0.15000000	0.00468750	WI	
Chevron U.S.A., Inc.	0.81250000	0.02539063	0.65000000	0.02031250	WI	
Total	1.00000000	0.03125000	1.00000000	0.03125000		

Tract 9

W/2 of SE/4 of SW/4 of Section 25, T23SR28E

Tract 9 - 20.000/640.000 = 0.03125000

Owner	TRGWI	UGWI	TNRI	UNRI	Type	Comments
Thomas B. Stribling Sr. Trust	0.00000000	0.00000000	0.20000000	0.00625000	RI	
Williams Living Trust dated March 18, 2008	0.00000000	0.00000000	0.02500000	0.00078125	RI	
Lovella Kilman	0.00000000	0.00000000	0.01250000	0.00039063	RI	
Melissa McCarthy fka Melissa Breaux fka Lisa Williams	0.00000000	0.00000000	0.01250000	0.00039063	RI	
Marathon Oil Permian, LLC	0.16500000	0.00515625	0.12375000	0.00386719	WI	
Chevron U.S.A., Inc.	0.83500000	0.02609375	0.62625000	0.01957031	WI	
Total	1.00000000	0.03125000	1.00000000	0.03125000		

Tract 3B

E/2 of SE/4 of NE/4 of SW/4 & E/2 of SE/4 of SW/4 of Section 25, T23SR28E

Tract 3B - 25.000/640.000 = 0.03906250

Owner	TRGWI	UGWI	TNRI	UNRI	Type	Comments
Pardue Limited Company	0.00000000	0.00000000	0.12500000	0.00488281	RI	
Pressley H. Guitar	0.00000000	0.00000000	0.00390625	0.00015259	RI	
Guy Witherspoon, III	0.00000000	0.00000000	0.00390625	0.00015259	RI	
John Guitar Witherspoon, Jr.	0.00000000	0.00000000	0.00195313	0.00007629	RI	
Whillen Guitar Witherspoon	0.00000000	0.00000000	0.00195313	0.00007629	RI	
Brett Guitar Witherspoon	0.00000000	0.00000000	0.00195313	0.00007629	RI	
Wende Witherspoon Morgan	0.00000000	0.00000000	0.00195312	0.00007629	RI	
CrownRock Minerals, L.P.	0.00000000	0.00000000	0.01692708	0.00066121	RI	

Truchas Peaks, LLC	0.00000000	0.00000000	0.00097656	0.00003815	RI	
Virginia Nevill Hoff Management Trust	0.00000000	0.00000000	0.00195313	0.00007629	RI	
JPH Holdings, L.P.	0.00000000	0.00000000	0.00390625	0.00015259	RI	
Santa Elena Minerals LP	0.00000000	0.00000000	0.00260417	0.00010173	RI	
Polk Land & Minerals LP	0.00000000	0.00000000	0.00227864	0.00008901	RI	
JMA Oil Properties LTD	0.00000000	0.00000000	0.00520833	0.00020345	RI	
Carol Gibson Trust	0.00000000	0.00000000	0.00260417	0.00010173	RI	
Cynthia Rhodes Trust	0.00000000	0.00000000	0.00260417	0.00010173	RI	
Kelly Woods Leach	0.00000000	0.00000000	0.00130208	0.00005086	RI	
Jack G. Woods, Jr.	0.00000000	0.00000000	0.00130208	0.00005086	RI	
Caren G. Machell	0.00000000	0.00000000	0.00130208	0.00005086	RI	
Caki Family Limited Partnership	0.00000000	0.00000000	0.00390625	0.00015259	RI	
Caren Gall Machell Exempt Trust	0.00000000	0.00000000	0.00260417	0.00010173	RI	
Earl B. Guitar, Jr. Bypass Trust	0.00000000	0.00000000	0.00781250	0.00030518	RI	
Guitar Land & Cattle Company, L.P.	0.00000000	0.00000000	0.00781250	0.00030518	RI	
Sally Guitar	0.00000000	0.00000000	0.00625000	0.00024414	RI	
Melissa McGee	0.00000000	0.00000000	0.00312500	0.00012207	RI	
Judy Guitar Uhey, LLC	0.00000000	0.00000000	0.00312500	0.00012207	RI	
Sharon Guitar Ellis, LLC	0.00000000	0.00000000	0.00312500	0.00012207	RI	
Laura Jean Hofer Trust	0.00000000	0.00000000	0.00520833	0.00020345	RI	
Guitar Galusha, L.P.	0.00000000	0.00000000	0.00390625	0.00015259	RI	
Lesli Guitar Nichols	0.00000000	0.00000000	0.00195313	0.00007629	RI	
John Kelly Guitar	0.00000000	0.00000000	0.00195312	0.00007629	RI	
Murchison-Guitar Family LP	0.00000000	0.00000000	0.00520833	0.00020345	RI	
Barbara Lee Backman, Inc	0.00000000	0.00000000	0.00520833	0.00020345	RI	
Woods Dickens Ranch, L.P.	0.00000000	0.00000000	0.00520833	0.00020345	RI	
Marathon Oil Permian, LLC	0.18750000	0.00732422	0.14062500	0.00549316	WI	
Chevron U.S.A., Inc.	0.81250000	0.03173828	0.60937500	0.02380371	WI	
Total	1.00000000	0.03906250	1.00000000	0.03906250		

W/2 Section 36 Tracts

Tract 10

W/2 of Section 36, T23SR28E

Tract 10 - 320.000/640.000 0.50000000

Owner	TRGWI	UGWI	TNRI	UNRI	Type	Comments
State of New Mexico	0.00000000	0.00000000	0.12500000	0.06250000	RI	
Harvard Exploration, Ltd. Series 7	0.00000000	0.00000000	0.00250000	0.00125000	ORI	
The Cress Family Trust, Robert H. Cress Trustee	0.00000000	0.00000000	0.00500000	0.00250000	ORI	
Morris Schertz	0.00000000	0.00000000	0.00187500	0.00093750	ORI	
Richardson Mineral and Royalty LLC	0.00000000	0.00000000	0.00062500	0.00031250	ORI	
Tumbler Energy Partners, LLC	0.00000000	0.00000000	0.00375000	0.00187500	ORI	
GB Williams Properties, LLC (ORI)	0.00000000	0.00000000	0.01166667	0.00583334	ORI	
Linville D. Williams (ORI)	0.00000000	0.00000000	0.01166666	0.00583333	ORI	
Jack Austin Richardson	0.00000000	0.00000000	0.00020833	0.00010417	ORI	
John Michael and Marion Richardson	0.00000000	0.00000000	0.00020833	0.00010417	ORI	
Tierra Oil Company, LLC	0.00000000	0.00000000	0.00041667	0.00020834	ORI	
Chalco Exploration, LLC	0.00000000	0.00000000	0.00041667	0.00020834	ORI	
James and Troyce Williams	0.00000000	0.00000000	0.01166667	0.00583334	ORI	
Chevron U.S.A., Inc	1.00000000	0.50000000	0.82500000	0.41250000	WI	
Total	1.00000000	0.50000000	1.00000000	0.50000000		

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	70.00	10.9375%
2	40.00	6.25%
3a and 3b	65.00	10.15625%
4	10.00	1.5625%
5	70.00	10.9375%
6	5.00	0.78125%
7	20.00	3.125%
8	20.00	3.125%
9	20.00	3.125%
10	320.00	50.00%
Total	640.00	100.0000%

END OF EXHIBIT "A"

Revised March 23, 2017

RECEIVED:	REVIEWER:	TYPE:	APP NO:
-----------	-----------	-------	---------

ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

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



ADMINISTRATIVE APPLICATION CHECKLIST

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

Applicant: CHEVRON USA INC **OGRID Number:** 4323
Well Name: CB CAL 25 36 STATE COM 303H **API:** 30-015-4635
Pool: BONE SPRING **Pool Code:** 15011

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.

Cindy Herrera-Murillo

Print or Type Name

11/12/2021

Date

575-263-0431

Phone Number

Cindy Herrera-Murillo

Signature

CHerreraMurillo@chevron.com

e-mail Address

From: [Engineer, OCD, EMNRD](#)
To: [Herrera-Murillo, Cindy O](#)
Cc: [McClure, Dean, EMNRD](#); [Wrinkle, Justin, EMNRD](#); [Powell, Brandon, EMNRD](#); lisa@rwbyram.com; [Dawson, Scott](#)
Subject: Approved Administrative Order PLC-711-A
Date: Monday, April 25, 2022 10:31:30 AM
Attachments: [PLC711A Order.pdf](#)

NMOCD has issued Administrative Order PLC-711-A which authorizes Chevron USA, Inc. (4323) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool Code
30-015-46926	CB BERU 23 14 Fee 06 #301H	W/2 SE/4 W/2 E/2	14-23S-28E 23-23S-28E	15011
30-015-46927	CB BERU 23 14 Fee 06 #302H	E/2 SE/4 E/2 E/2	14-23S-28E 23-23S-28E	15011
30-015-46928	CB BERU 23 14 Fee 06 #401H	SE/4 E/2	14-23S-28E 23-23S-28E	98220
30-015-46929	CB BERU 23 14 Fee 06 #402H	SE/4 E/2	14-23S-28E 23-23S-28E	98220
30-015-46930	CB BERU 23 14 Fee 06 #403H	SE/4 E/2	14-23S-28E 23-23S-28E	98220
30-015-46634	CB CAL 25 36 State Com 08 #302H	W/2 W/2 W/2 W/2	25-23S-28E 36-23S-28E	15011
30-015-46635	CB CAL 25 36 State Com 08 #303H	E/2 W/2 E/2 W/2	25-23S-28E 36-23S-28E	15011
30-015-46631	CB CAL 25 36 State Com 08 #401H	W/2 W/2	25-23S-28E 36-23S-28E	98220
30-015-46632	CB CAL 25 36 State Com 08 #402H	W/2 W/2	25-23S-28E 36-23S-28E	98220
30-015-46636	CB CAL 25 36 State Com 08 #403H	W/2 W/2	25-23S-28E 36-23S-28E	98220
30-015-48350	CB Mothma 23 14 Fee 10 #401H	W/2 W/2	14-23S-28E 23-23S-28E	98220
30-015-48349	CB Mothma 23 14 Fee 10 #402H	W/2 W/2	14-23S-28E 23-23S-28E	98220
30-015-47378	CB Tano 26 35 Fee 11 #401H	E/2 E/2	26-23S-28E 35-23S-28E	98220
30-015-47380	CB Tano 26 35 Fee 11 #402H	E/2 E/2	26-23S-28E 35-23S-28E	98220
30-015-47381	CB Tano 26 35 Fee 11 #403H	E/2 E/2	26-23S-28E 35-23S-28E	98220

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

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

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

Carlsbad Current Argus.

PART OF THE USA TODAY NETWORK

Affidavit of Publication

Ad # 0005000422

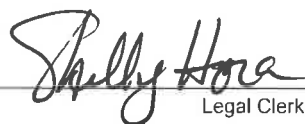
This is not an invoice

CHEVRON USA
1616 W. BENDER BLVD

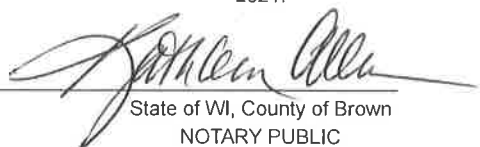
HOBBS, NM 88240

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

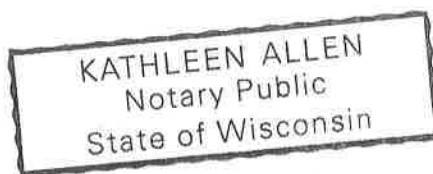
11/14/2021, 11/16/2021, 11/17/2021


Legal Clerk

Subscribed and sworn before me this November 19,
2021:


State of WI, County of Brown
NOTARY PUBLIC

1-7-25
My commission expires



Ad # 0005000422
PO #: 5000422
of Affidavits: 1

This is not an invoice

To: Alex Rey Cardon; Andreas P. Panagopoulos; Beatrice C. Barrera; Billy Frank Hill; Brent Mitchell Raindl; Caki Family Limited Partnership; Caren G. Machell; Caren G. Marchell Exempt Trust; Charles L. Reitenger; Chasity Garza; Clarence W. Erin; Crystal A Howard; Dale M. Richardson; Danielle Levine-Baum; DDDF Co. Inc; Estate of Frances S. Cardona; Estate of Lawrence R. Williams; FlatRock Royalties, LLC; George Galusha, LP; Harry J. Richardson; Highland (Texas) Energy Company; Hillier Oil & Gas Ltd; Jack Austin Richardson; John Guitar Witherspoon Jr; Judith Clem; Justin Nine & Sara Nine; Karin Lanette Williams; Klipstine & Hanratty, a Law Corporation; Koray Ali Cagliergin; Laura Elizabeth Bunn; LBD, LP; Lesley F. Najera; Lesli Guitar Nichols; Liana Darlene Pearson; Lindsay K. McFerrin; Locke Capital; Lois M. Lundbland Durland; Lovella Kilman; Malinda Thompson; Estate of Margaret L. Fate; Margaret M. Stribling; Marion Jane Gordon; Melissa McGee; Panagopoulos Enterprises, LLC; Robert B. Beeman; Robert D. Richardson; Roden Oil Company; Ronnie Ward; Roy A. Howard; Sharon Guitar Ellis, LLC; Sonja S. Lopez; Stephen Frank Williams Jr; Sue Osborn Powell; The Beveridge Company; The Cress Family Trust; The Williams Living Trust; Tommy Lee Pierce; Valdez Family 2006 Irrevocable Trust; Virginia Lee Davis; William F. Beeman.

Chevron U.S.A. Inc. is filing an application with the New Mexico Oil Conservation Division ("NMOCD") in Santa Fe, NM. seeking approval to commingle production from the attached list of wells and for Off-Lease Measurement, Sales & Storage at a common central tank battery.

CB BERU 23 14 FEE 06 301H
CB BERU 23 14 FEE 06 302H
CB BERU 23 14 FEE 06 401H
CB BERU 23 14 FEE 06 402H
CB BERU 23 14 FEE 06 403H-
Sections 14 & 23, Township
23 South, Range 28 East,
N.M.P.M., Eddy County, New
Mexico

CB CAL 25 36 STATE COM 08
302H CB CAL 25 36 STATE
COM 08 303H CB CAL 25 36
STATE COM 08 401H CB CAL
25 36 STATE COM 08 402H
CB CAL 25 36 STA TE COM
08 403H-Sections-25--& 36,
Township-23-South;--Range
2--8-East,N.M.P.M. Eddy
County, New Mexico

CB TANO 26 35 FEE 301H CB
TANO 26 35 FEE 401H CB
TANO 26 35 FEE 402H CB
TANO 26 35 FEE 403H - Sec-
tions 26 & 35, Township 23
South, Range 28 East,
N.M.P.M., Eddy County, New
Mexico

CB MOTHMA FEE 401H CB
MOTHMA FEE 402H - Sec-
tions 14 & 23, Township 23
South, Range 28 East,
N.M.P.M., Eddy County, New
Mexico.

Any objection to this appli-

Any objection to this application must be filed in writing within twenty (20) days from the date of this publication with the New Mexico Oil Conservation Division, 1220 South St. Francis Drive, Santa Fe, New Mexico, 87505. If no objection is received within the twenty-day period, this application may be approved administratively by the Division. If you have any questions about this publication, please contact Kelly Rau, Chevron USA Inc (713) 372-7411, Kelly.Rau@chevron.com.
#5000422, Current Argus,
November 14, 16, 17, 2021



**Chevron North America
Exploration and Production Company**
(A Chevron U.S.A. Inc. Division)
6301 Deauville Blvd
Midland, TX 79706

September 24, 2021

RE: Application for off lease measurement/sales/storage and surface lease and pool commingling of the Purple Sage Wolfcamp (gas) pool (98220) and Culebra Bluff Bone Spring South (15011), Eddy County, NM; Culebra Bluff 23 Central Tank Battery

The Culebra Bluff 23 Central Tank Battery is located in the S2SE (UL: P), Sec. 23, T23S-R28E. The Culebra Bluff 26 Compressor Station is located in Section 26, T23S R28E. CB MOTHMA wells are located in Section 14 & 23, T23S R28E. CB TANO wells are located in Section 26 & 35, T23S R28E.

This facility will be commingling new wells (quantity 6), CB MOTHMA 23 14 FEE 10 401H, 402H and CB TANO FEE 11 26 35 301H, 401H, 402H, 403H with existing producing wells (quantity 10), CB CAL 25 36 STATE COM 08 401H, 402H, 403H, 302H and 303H; and CB BERU 23 14 FEE 06 401H, 402H, 403H, 301H and 302H. CB TANO and MOTHMA wells are targeted to begin producing in February 2022.

CB TANO 26 35 FEE 11 301H, 401H, 402H, 403H (Package 11 Pad) have identical ownership. The 401H, 402H, and 403H wells are in the Purple Sage/Wolfcamp formation and 301H well is in the Bone Spring formation. CB MOTHMA 23 14 FEE 10 401H, 402H (Package 10 Pad) have identical ownership, though different ownership from CB TANO 26 35 FEE 11 Lease. The CB TANO 26 35 FEE 11 401H and 402H wells are in the Purple Sage/Wolfcamp formation.

Well production will be allocated based on a production curve from well tests, tested at a frequency of once every 3 days during the initial production phase before peak production is reached but not to exceed 30 days. For each well, during the plateau period and while decline rate is greater than 22%, the oil and gas production shall be allocated using a minimum of three (3) well tests per month. During the final stages of the well decline period, each well will be tested at a frequency of two (2) well tests per month when the decline rate is between 22% and 10% per month; and one (1) well test per month when the decline rate is less than 10% per month.

Jenna Kennedy
Facilities Engineer



www.permianls.com
575.397.3713 2609 W Marland Hobbs NM 88240

Extended Gas Analysis Report

12064G	3300150040,3300150041,5300150262	CBC S23 CS Discharge
Sample Point Code	Sample Point Name	Sample Point Location
Laboratory Services	2021043212	0719
Source Laboratory	Lab File No	Container Identity
USA	USA	USA
District	Area Name	Field Name
Jul 4, 2021 10:34	Jul 4, 2021 10:34	Jul 7, 2021 13:48
Date Sampled	Date Effective	Date Received
83.00	21,264.00	BH
Ambient Temp (°F)	Flow Rate (Mcf)	Analyst
		1109 @ 114
		Press PSI @ Temp °F
		Source Conditions
Chevron Usa, Inc.		NG
Operator		Lab Source Description

Component	Normalized Mol %	Un-Normalized Mol %	GPM
Nitrogen (N2)	1.0550	1.029714	
Carbon Dioxide (CO2)	0.0630	0.061172	
Hydrogen Sulfide (H2S)	0.0000	0	
Methane (C1)	67.5400	65.927123	
Ethane (C2)	14.0110	13.676217	3.7460
Propane (C3)	8.9630	8.749151	2.4690
IsoButane (IC4)	1.3800	1.34747	0.4510
n-Butane (NC4)	3.6720	3.584128	1.1570
IsoPentane (IC5)	0.9560	0.933573	0.3500
n-Pentane (NC5)	1.1120	1.085538	0.4030
Hexanes (C6's)	1.2480	1.249	0.5050
TOTAL	100.0000	97.6431	9.0810

Method(s): Gas C6+ - GPA 2261, Extended Gas - GPA 2286, Calculations - GPA 2172

Analyzer Information

Device Type: Device Make:
Device Model: Last Cal Date:

Gross Heating Values (Real, BTU/ft³)

14.696 PSI @ 60.00 Å°F	14.73 PSI @ 60.00 Å°F
Dry	Dry Saturated
1,463.7	1,474.7 1,449.8

Calculated Total Sample Properties

GPA2145-16 *Calculated at Contract Conditions

Relative Density Real	Relative Density Ideal
0.8628	0.8586
Molecular Weight	
24.8680	

C6+ Group Properties

Assumed Composition

C6 - 54.491%	C7 - 35.135%	C8 - 10.374%
--------------	--------------	--------------

Field H2S
0 PPM

PROTREND STATUS:

Passed By Validator on Jul 9, 2021

DATA SOURCE:

Imported

PASSED BY VALIDATOR REASON:

First sample taken @ this point, composition looks reasonable

VALIDATOR:

Dustin Armstrong

VALIDATOR COMMENTS:

OK



Extended Gas Analysis Report

Sample Point Code - Name @ Location

Operator

12064G - 3300150040,3300150041,5300150262 - CBC S23 CS Discharge

Chevron Usa, Inc.

Component	Normalized Mol %	Un-Normalized Mol %	GPM
Nitrogen (N2)	1.0550	1.02971	
Carbon Dioxide (CO2)	0.0630	0.061172	
Hydrogen Sulfide (H2S)	0.0000	0	
Methane (C1)	67.5400	65.9271	
Ethane (C2)	14.0110	13.6762	3.7460
Propane (C3)	8.9630	8.74915	2.4690
IsoButane (IC4)	1.3800	1.34747	0.4510
n-Butane (NC4)	3.6720	3.58413	1.1570
IsoPentane (IC5)	0.9560	0.933573	0.3500
n-Pentane (NC5)	1.1120	1.08554	0.4030
Hexanes (C6's)	0.6800	0.681	0.2750
Heptanes (C7's)	0.4170	0.417	0.1630
Octanes (C8's)	0.1020	0.102	0.0490
Nonanes (C9's)	0.0080	0.008	0.0050
Decanes (C10's)	0.0000	0	0.0000
Undecanes (C11's)	0.0000	0	0.0000
Dodecanes (C12's)	0.0010	0.001	0.0010

BTEX

Component	Normalized Mol %	Un-Normalized Mol %	GPM
Benzene	0.0220	0.022	0.0060
Toluene	0.0140	0.014	0.0050
EthylBenzene	0.0000	0	0.0000
M+P Xylene	0.0030	0.003	0.0010
O Xylene	0.0010	0.001	0.0000

From: [Herrera-Murillo, Cindy O](#)
To: [McClure, Dean, EMNRD](#)
Subject: RE: [EXTERNAL] RE: surface commingling application PLC-711-A
Date: Tuesday, February 15, 2022 12:50:23 PM

Dean,

In response to the information requested for the above surface commingling:

The additional wells are:

Well Name	API
CB Mothma 23 14 FEE 10 401H	30015483500000
CB Mothma 23 14 FEE 10 402H	30015483490000
CB Tano 26 35 FEE 11 401H	30015473780000
CB Tano 26 35 FEE 11 402H	30015473800000
CB Tano 26 35 FEE 11 403H	30015473810000

Average BTU value from Third Bone Spring (TBS) is 1389 BTU/ft³.

Thanks,



Cindy Herrera-Murillo

Senior HSE Regulatory Affairs Coordinator

1616 W. Bender Blvd

Hobbs, NM 88240

575-263-0431

Cherreramurillo@chevron.com

From: McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Sent: Monday, February 14, 2022 3:41 PM
To: Herrera-Murillo, Cindy O <CHerreraMurillo@chevron.com>
Subject: [**EXTERNAL**] RE: [EXTERNAL] RE: surface commingling application PLC-711-A

Cindy,

The attached well list seems to only include the wells being commingled currently. Please update the list to include the proposed additional wells to be included in the project.

What is the average BTU value for the gas produced from the bone spring pool? Presumably it has been provided in the past for the original application, but please provide it again regardless.

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

From: Herrera-Murillo, Cindy O <CHerreraMurillo@chevron.com>
Sent: Monday, February 14, 2022 12:03 PM
To: McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Subject: [EXTERNAL] RE: surface commingling application PLC-711-A
Importance: High

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

Dean,

Please find attached a copy of requested information for the CB CTB 23 surface Commingle. Please see BTU information below:

- BTU value of 1330 for Wolfcamp A (WCA).
- APIs are as per screenshot below.

☒ 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
Bone Spring - (15011)	44 API	Gravity of commingled production: 45
Wolfcamp (Gas) - (98220)	45 API	

If you need any additional information, please let me know.

Thanks,



Cindy Herrera-Murillo

Senior HSE Regulatory Affairs Coordinator
 1616 W. Bender Blvd
 Hobbs, NM 88240
 575-263-0431
Cherreramurillo@chevron.com

From: McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Sent: Tuesday, February 1, 2022 4:23 PM
To: Herrera-Murillo, Cindy O <CHerreraMurillo@chevron.com>
Subject: **[**EXTERNAL**]** surface commingling application PLC-711-A

Ms. Herrera-Murillo,

I am reviewing surface commingling application PLC-711-A which involves the Culebra Bluff Sec 23 CTB operated by Chevron USA, Inc. (4323).

Please provide the following:

- A list of noticed interest owners including the certified tracking numbers associated with providing them notification of this application.
- A lease map which depicts the wells and facilities.
- BTU values for the gas from the pools in this area.
- A list of the wells to be included including API numbers.

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

From: [Engineer, OCD, EMNRD](#)
To: kcagliergin@gmail.com
Cc: [Hawkins, James , EMNRD](#); [Engineer, OCD, EMNRD](#)
Subject: FW: [EXTERNAL] Objection to Commingling & Off-Lease Measurement
Date: Friday, October 15, 2021 12:27:00 PM

Mr. Cagliergin,

The Division has received your protest seen below. Please note that it appears the application which you received notification of is likely an application to amend Order PLC-711; however, this application has not been submitted to the Division at this time.

Chevron has been notified of your protest.

If you have any questions, please feel free to reach out to me via email at Dean.McClure@state.nm.us or via phone at (505)469-8211.

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

From: Hearings, OCD, EMNRD <OCD.Hearings@state.nm.us>
Sent: Thursday, October 14, 2021 10:48 AM
To: Engineer, OCD, EMNRD <OCD.Engineer@state.nm.us>
Subject: Fw: [EXTERNAL] Objection to Commingling & Off-Lease Measurement

From: Koray Cagliergin <kcagliergin@gmail.com>
Sent: Tuesday, October 12, 2021 11:13 AM
To: Hearings, OCD, EMNRD <OCD.Hearings@state.nm.us>
Subject: [EXTERNAL] Objection to Commingling & Off-Lease Measurement

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

Dear Director Sandoval & OCD,

I'm a mineral owner and I received notification from Chevron on **10/4/21** that they would be filing an application for Commingling & Off-Lease Measurement. It's my understanding that I have 20 days to submit my objection in writing.

I searched and found that the application was already approved on **3/02/21**, order **PLC-711**. I'd like to bring this to the attention of the OCD as the injured party. I would have objected had I known about the plans. Commingling does not allow mineral holders such as myself the ability to review

production data. My rights were infringed upon by not having the opportunity to object prior to the order being issued.

Please review the attached exhibits.

Sincerely,

Koray Cagliergin

From: [Engineer, OCD, EMNRD](#)
To: [Koray Cagliergin](#)
Cc: [Engineer, OCD, EMNRD](#)
Subject: RE: FW: [EXTERNAL] Objection to Commingling & Off-Lease Measurement
Date: Monday, October 18, 2021 11:30:00 AM
Attachments: [image001.png](#)

Hello Koray,

You are correct that PLC-711 has already been approved; it appears that Chevron had attempted to provide you with notification of the application for it in October of 2020 via certified mail with the tracking number 7019 1640 0001 2270 9238. However, it also appears that you had not received that notice and as such Chevron opted to provide notification via publication in a newspaper.

The notice which you received 10/4/2021 appears to be an application to amend PLC-711 to include additional wells as the document you had sent to us includes a few more wells than what is currently approved within PLC-711. However, Chevron has not submitted this application to the Division yet. Once submitted, it will need to go to public hearing unless your concerns are addressed and you wish to withdraw your protest at which time the application will be reviewed administratively. Notice of the public hearing, if conducted, will need to be provided to you.

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

From: Koray Cagliergin <kcagliergin@gmail.com>
Sent: Friday, October 15, 2021 3:51 PM
To: Engineer, OCD, EMNRD <OCD.Engineer@state.nm.us>
Cc: Hawkins, James , EMNRD <James.Hawkins@state.nm.us>
Subject: Re: FW: [EXTERNAL] Objection to Commingling & Off-Lease Measurement

Hi Dean,

Thanks for your email. The wells I own interest in are the CB Cal 25 36 State Com. I pulled the below image from the case file. Would it still be considered an amendment? It seems that the order was already approved.

From: [Engineer, OCD, EMNRD](#)
To: [McConnell, Kayla](#)
Cc: [McClure, Dean, EMNRD](#); [Bratcher, Mike, EMNRD](#); lisa@rwbyram.com; [Holm, Anchor E.](#); [Dawson, Scott](#)
Subject: Approved Administrative Order PLC-711
Date: Tuesday, March 2, 2021 3:32:55 PM
Attachments: [PLC711 Order.pdf](#)

NMOCD has issued Administrative Order PLC-711 which authorizes Chevron USA, Inc. (4323) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	Location (NMPM)	Pool Code
30-015-46926	CB BERU 23 14 Fee 06 #301H	P-23-23S-28E	15011
30-015-46927	CB BERU 23 14 Fee 06 #302H	P-23-23S-28E	15011
30-015-46928	CB BERU 23 14 Fee 06 #401H	P-23-23S-28E	98220
30-015-46929	CB BERU 23 14 Fee 06 #402H	P-23-23S-28E	98220
30-015-46930	CB BERU 23 14 Fee 06 #403H	P-23-23S-28E	98220
30-015-46634	CB CAL 25 36 State Com 08 #302H	D-25-23S-28E	15011
30-015-46635	CB CAL 25 36 State Com 08 #303H	D-25-23S-28E	15011
30-015-46631	CB CAL 25 36 State Com 08 #401H	D-25-23S-28E	98220
30-015-46632	CB CAL 25 36 State Com 08 #402H	D-25-23S-28E	98220
30-015-46636	CB CAL 25 36 State Com 08 #403H	D-25-23S-28E	98220

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

Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval.

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

Hopefully, we could get this sorted out. Thanks!

On Fri, Oct 15, 2021 at 2:27 PM Engineer, OCD, EMNRD <OCD.Engineer@state.nm.us> wrote:

Mr. Cagliergin,

The Division has received your protest seen below. Please note that it appears the application which you received notification of is likely an application to amend Order PLC-711; however, this application has not been submitted to the Division at this time.

Chevron has been notified of your protest.

If you have any questions, please feel free to reach out to me via email at Dean.McClure@state.nm.us or via phone at (505)469-8211.

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

From: Hearings, OCD, EMNRD <OCD.Hearings@state.nm.us>
Sent: Thursday, October 14, 2021 10:48 AM
To: Engineer, OCD, EMNRD <OCD.Engineer@state.nm.us>
Subject: Fw: [EXTERNAL] Objection to Commingling & Off-Lease Measurement

From: Koray Cagliergin <kcagliergin@gmail.com>
Sent: Tuesday, October 12, 2021 11:13 AM
To: Hearings, OCD, EMNRD <OCD.Hearings@state.nm.us>
Subject: [EXTERNAL] Objection to Commingling & Off-Lease Measurement

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

Dear Director Sandoval & OCD,

I'm a mineral owner and I received notification from Chevron on **10/4/21** that they would be filing an application for Commingling & Off-Lease Measurement. It's my understanding that I have 20 days to submit my objection in writing.

I searched and found that the application was already approved on **3/02/21**, order **PLC-711**. I'd like to bring this to the attention of the OCD as the injured party. I would have objected had I known about the plans. Commingling does not allow mineral holders such as myself the ability to review production data. My rights were infringed upon by not having the opportunity to object prior to the order being issued.

Please review the attached exhibits.

Sincerely,

Koray Cagliergin

From: [McClure, Dean, EMNRD](#)
To: ["Herrera-Murillo, Cindy O"](#)
Subject: RE: [EXTERNAL] Status of Surface Commingle app on CB CTB 23
Date: Monday, January 10, 2022 12:29:00 PM

Cindy,

This application is on hold until the protest is resolved by either it being withdrawn by the protestor or the case being heard at hearing. It is the applicant's responsibility to either communicate with the protestor regarding their protest or request a hearing.

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

From: Herrera-Murillo, Cindy O <CHerreraMurillo@chevron.com>
Sent: Monday, January 10, 2022 9:52 AM
To: McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Subject: [EXTERNAL] Status of Surface Commingle app on CB CTB 23
Importance: High

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

Dean,
I am needing the status of a surface Commingle application on the CB CTB 23 Commingle application.

Submitted to NMOC D 11/19/2021 ID# for application is below:

6WPTV-210923-C-107B

*This is the one that we received a protest on. Do you when it will get set for hearing?
Please advise.*



Cindy Herrera-Murillo
Senior HSE Regulatory Affairs Coordinator
1616 W. Bender Blvd
Hobbs, NM 88240

575-263-0431

Cherreramurillo@chevron.com

From: [Engineer, OCD, EMNRD](#)
To: ["Herrera-Murillo, Cindy O"](#)
Cc: [Engineer, OCD, EMNRD](#); ["eeof@chevron.com"](#); ["kcagliergin@gmail.com"](#); [Hawkins, James , EMNRD](#)
Subject: FW: [EXTERNAL] Objection to Commingling & Off-Lease Measurement
Date: Friday, October 15, 2021 12:08:00 PM
Attachments: [Document 2021-10-12_125507.pdf](#)
[Certified Letter Image.PNG](#)

Ms. Herrera-Murillo,

The Division has received the protest seen below from Koray Cagliergin regarding a commingling project operated by Chevron USA, Inc. (4323). It appears that the notification received is in regards to an application yet unreceived by the Division but may be an application which Chevron intends to submit to amend Order PLC-711.

If Chevron has not already done so, please reach out to this individual.

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

From: Hearings, OCD, EMNRD <OCD.Hearings@state.nm.us>
Sent: Thursday, October 14, 2021 10:48 AM
To: Engineer, OCD, EMNRD <OCD.Engineer@state.nm.us>
Subject: Fw: [EXTERNAL] Objection to Commingling & Off-Lease Measurement

From: Koray Cagliergin <kcagliergin@gmail.com>
Sent: Tuesday, October 12, 2021 11:13 AM
To: Hearings, OCD, EMNRD <OCD.Hearings@state.nm.us>
Subject: [EXTERNAL] Objection to Commingling & Off-Lease Measurement

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Dear Director Sandoval & OCD,

I'm a mineral owner and I received notification from Chevron on **10/4/21** that they would be filing an application for Commingling & Off-Lease Measurement. It's my understanding that I have 20 days to submit my objection in writing.

I searched and found that the application was already approved on **3/02/21**, order **PLC-711**. I'd like to bring this to the attention of the OCD as the injured party. I would have objected had I known about the plans. Commingling does not allow mineral holders such as myself the ability to review

production data. My rights were infringed upon by not having the opportunity to object prior to the order being issued.

Please review the attached exhibits.

Sincerely,

Koray Cagliergin

From: [Engineer, OCD, EMNRD](#)
To: [Herrera-Murillo, Cindy O](#)
Cc: [Engineer, OCD, EMNRD](#); kcagliergin@gmail.com
Subject: Surface Commingling Application PLC-711-A
Date: Tuesday, January 11, 2022 2:54:49 PM
Attachments: [image001.png](#)

Ms. Herrera-Murillo

The protestant of surface commingling application PLC-711-A which involves the Culebra Bluff Sec 23 Central Tank Battery operated by Chevron USA, Inc. (4323) has withdrawn their protest.

This application will now be placed back into administrative review.

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

From: Koray Cagliergin <kcagliergin@gmail.com>
Sent: Monday, January 10, 2022 1:18 PM
To: Engineer, OCD, EMNRD <OCD.Engineer@state.nm.us>
Subject: Re: FW: [EXTERNAL] Objection to Commingling & Off-Lease Measurement

Good afternoon,

Chevron did reach out to me and we were able to resolve the issue. I would like to withdraw my protest. Thank you.

On Mon, Oct 18, 2021 at 1:30 PM Engineer, OCD, EMNRD <OCD.Engineer@state.nm.us> wrote:

Hello Koray,

You are correct that PLC-711 has already been approved; it appears that Chevron had attempted to provide you with notification of the application for it in October of 2020 via certified mail with the tracking number 7019 1640 0001 2270 9238. However, it also appears that you had not received that notice and as such Chevron opted to provide notification via publication in a newspaper.

The notice which you received 10/4/2021 appears to be an application to amend PLC-711 to include additional wells as the document you had sent to us includes a few more wells than what is currently approved within PLC-711. However, Chevron has not submitted this application to the Division yet. Once submitted, it will need to go to public hearing unless your concerns are addressed and you wish to withdraw your protest at which time the application will be reviewed administratively. Notice of the public hearing, if conducted, will need to be provided to you.

Dean McClure

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

From: Koray Cagliergin <kcagliergin@gmail.com>
Sent: Friday, October 15, 2021 3:51 PM
To: Engineer, OCD, EMNRD <OCD.Engineer@state.nm.us>
Cc: Hawkins, James , EMNRD <James.Hawkins@state.nm.us>
Subject: Re: FW: [EXTERNAL] Objection to Commingling & Off-Lease Measurement

Hi Dean,

Thanks for your email. The wells I own interest in are the CB Cal 25 36 State Com. I pulled the below image from the case file. Would it still be considered an amendment? It seems that the order was already approved.

From: [Engineer, OCD, EMNRD](#)
To: [McConnell, Kayla](#)
Cc: [McClure, Dean, EMNRD](#); [Bratcher, Mike, EMNRD](#); lisa@nwyram.com; [Holm, Anchor E.](#); [Dawson, Scott](#)
Subject: Approved Administrative Order PLC-711
Date: Tuesday, March 2, 2021 3:32:55 PM
Attachments: [PLC711 Order.pdf](#)

NMOCD has issued Administrative Order PLC-711 which authorizes Chevron USA, Inc. (4323) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	Location (NMPM)	Pool Code
30-015-46926	CB BERTU 23 14 Fee 06 #301H	P-23-23S-28E	15011
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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

Hopefully, we could get this sorted out. Thanks!

On Fri, Oct 15, 2021 at 2:27 PM Engineer, OCD, EMNRD <OCD.Engineer@state.nm.us> wrote:

Mr. Cagliergin,

The Division has received your protest seen below. Please note that it appears the application which you received notification of is likely an application to amend Order PLC-711; however, this application has not been submitted to the Division at this time.

Chevron has been notified of your protest.

If you have any questions, please feel free to reach out to me via email at

Dean.McClure@state.nm.us or via phone at (505)469-8211.

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

From: Hearings, OCD, EMNRD <OCD.Hearings@state.nm.us>
Sent: Thursday, October 14, 2021 10:48 AM
To: Engineer, OCD, EMNRD <OCD.Engineer@state.nm.us>
Subject: Fw: [EXTERNAL] Objection to Commingling & Off-Lease Measurement

From: Koray Cagliergin <kcagliergin@gmail.com>
Sent: Tuesday, October 12, 2021 11:13 AM
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Subject: [EXTERNAL] Objection to Commingling & Off-Lease Measurement

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Dear Director Sandoval & OCD,

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I searched and found that the application was already approved on **3/02/21**, order **PLC-711**. I'd like to bring this to the attention of the OCD as the injured party. I would have objected had I known about the plans. Commingling does not allow mineral holders such as myself the ability to review production data. My rights were infringed upon by not having the opportunity to object prior to the order being issued.

Please review the attached exhibits.

Sincerely,

Koray Cagliergin

From: [Koray Cagliergin](#)
To: [Engineer, OCD, EMNRD](#)
Subject: Re: FW: [EXTERNAL] Objection to Commingling & Off-Lease Measurement
Date: Monday, January 10, 2022 1:18:42 PM
Attachments: [image001.png](#)

Good afternoon,

Chevron did reach out to me and we were able to resolve the issue. I would like to withdraw my protest. Thank you.

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Dean McClure

Petroleum Engineer, Oil Conservation Division

New Mexico Energy, Minerals and Natural Resources Department

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Subject: Approved Administrative Order PLC-711
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Dean McClure
 Petroleum Engineer, Oil Conservation Division
 New Mexico Energy, Minerals and Natural Resources Department
 (505) 469-8211

Hopefully, we could get this sorted out. Thanks!

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Mr. Cagliergin,

The Division has received your protest seen below. Please note that it appears the application which you received notification of is likely an application to amend Order PLC-711; however, this application has not been submitted to the Division at this time.

Chevron has been notified of your protest.

If you have any questions, please feel free to reach out to me via email at Dean.McClure@state.nm.us or via phone at (505)469-8211.

Dean McClure

Petroleum Engineer, Oil Conservation Division

New Mexico Energy, Minerals and Natural Resources Department

(505) 469-8211

From: Hearings, OCD, EMNRD <OCD.Hearings@state.nm.us>

Sent: Thursday, October 14, 2021 10:48 AM

To: Engineer, OCD, EMNRD <OCD.Engineer@state.nm.us>

Subject: Fw: [EXTERNAL] Objection to Commingling & Off-Lease Measurement

From: Koray Cagliergin <kcagliergin@gmail.com>

Sent: Tuesday, October 12, 2021 11:13 AM

To: Hearings, OCD, EMNRD <OCD.Hearings@state.nm.us>

Subject: [EXTERNAL] Objection to Commingling & Off-Lease Measurement

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Dear Director Sandoval & OCD,

I'm a mineral owner and I received notification from Chevron on **10/4/21** that they would be filing an application for Commingling & Off-Lease Measurement. It's my understanding that I have 20 days to submit my objection in writing.

I searched and found that the application was already approved on **3/02/21**, order **PLC-711**. I'd like to bring this to the attention of the OCD as the injured party. I would have objected had I known about the plans. Commingling does not allow mineral holders such as myself the ability to review production data. My rights were infringed upon by not having the opportunity to object prior to the order being issued.

Please review the attached exhibits.

Sincerely,

Koray Cagliergin

From: [Herrera-Murillo, Cindy O](#)
To: [McClure, Dean, EMNRD](#)
Subject: RE: [EXTERNAL] RE: surface commingling application PLC-711-A
Date: Tuesday, April 5, 2022 8:03:21 AM
Attachments: [DPU CB Mothma 23 14 FEE 10.pdf](#)
[DPU CB Tano 25 36 FEE 11 Wolfcamp.pdf](#)
[DPU CB CAL 25 36 State Comm 08 Wolfcamp.pdf](#)
[DPU CB CAL 25 36 State Comm 08 W2 W2 Bone Spring.pdf](#)

Dean,

Please see information below regarding the Surface Commingling application for the CB CTB 23

The 2 NMSLO CAs were proposed prior to the issuance of Order PLC-711; I am not seeing them in the system yet. Please provide me a status update regarding these CAs. Only CB Cal (Pkg. 8) should require a CAs since it includes State Lands. These CAs (one Wolfcamp and two Bone Spring) have been submitted to partners for signing (copies attached). CB Beru (Pkg. 6) only requires a Pooling Agreements (one wolfcamp and two bone springs) since it's all private lands (copies attached).

A proposed pooling agreement for the pooled area 6 was included with the application packet for PLC-711; has this agreement now been executed? Yes, and submitted for filing (CB Beru Pkg 6. copy attached).

Please confirm that the pooled areas 10 and 11 either have a pooling agreement, proposed pooling agreement, or are within a singular lease and a pooling agreement is unneeded. Pooling agreements have been executed and will be submitted for filing (CB Mothma Pkg. 10 and CB Tano Pkg. 11 copies attached).

Please note that all DPUs and Comms provided include the Force Pool order attached as an exhibit.

If you have additional questions, please give me a call.

Thanks,



Cindy Herrera-Murillo

Senior HSE Regulatory Affairs Coordinator
1616 W. Bender Blvd
Hobbs, NM 88240
575-263-0431
Cherreramurillo@chevron.com

From: McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Sent: Tuesday, February 22, 2022 4:06 PM
To: Herrera-Murillo, Cindy O <CHerreraMurillo@chevron.com>
Subject: [**EXTERNAL**] RE: [EXTERNAL] RE: surface commingling application PLC-711-A

Cindy,

I have some questions regarding the pooled or proposed to be pooled areas included in this application.

The 2 NMSLO CAs were proposed prior to the issuance of Order PLC-711; I am not seeing them in the system yet. Please provide me a status update regarding these CAs.

A proposed pooling agreement for the pooled area 6 was included with the application packet for PLC-711; has this agreement now been executed?

Please confirm that the pooled areas 10 and 11 either have a pooling agreement, proposed pooling agreement, or are within a singular lease and a pooling agreement is unneeded.

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring NMSLO	W/2	25-23S-28E		A
	W/2	36-23S-28E		
CA Wolfcamp NMSLO	W/2	25-23S-28E		B
	W/2	36-23S-28E		
Pooled Area 6	SE/4	14-23S-28E		C
	E/2	23-23S-28E		
Pooled Area 10	W/2	14-23S-28E		D
	W/2	23-23S-28E		
Pooled Area 11	E/2	26-23S-28E		E
	E/2	35-23S-28E		

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

From: Herrera-Murillo, Cindy O <CHerreraMurillo@chevron.com>
Sent: Tuesday, February 15, 2022 12:50 PM
To: McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Subject: RE: [EXTERNAL] RE: surface commingling application PLC-711-A

Dean,

In response to the information requested for the above surface commingling:

The additional wells are:

Well Name	API
CB Mothma 23 14 FEE 10 401H	30015483500000
CB Mothma 23 14 FEE 10 402H	30015483490000
CB Tano 26 35 FEE 11 401H	30015473780000
CB Tano 26 35 FEE 11 402H	30015473800000
CB Tano 26 35 FEE 11 403H	30015473810000

Average BTU value from Third Bone Spring (TBS) is 1389 BTU/ft³.

Thanks,



Cindy Herrera-Murillo

Senior HSE Regulatory Affairs Coordinator
1616 W. Bender Blvd
Hobbs, NM 88240
575-263-0431
Cherreramurillo@chevron.com

From: McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Sent: Monday, February 14, 2022 3:41 PM
To: Herrera-Murillo, Cindy O <CHerreraMurillo@chevron.com>
Subject: [**EXTERNAL**] RE: [EXTERNAL] RE: surface commingling application PLC-711-A

Cindy,

The attached well list seems to only include the wells being commingled currently. Please update the list to include the proposed additional wells to be included in the project.

What is the average BTU value for the gas produced from the bone spring pool? Presumably it has been provided in the past for the original application, but please provide it again regardless.

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

From: Herrera-Murillo, Cindy O <CHerreraMurillo@chevron.com>
Sent: Monday, February 14, 2022 12:03 PM
To: McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Subject: [EXTERNAL] RE: surface commingling application PLC-711-A
Importance: High

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

Dean,

Please find attached a copy of requested information for the CB CTB 23 surface commingle. Please see BTU information below:

- BTU value of 1330 for Wolfcamp A (WCA).
- APIs are as per screenshot below.

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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	
Bone Spring - (15011)	44 API	Gravity of commingled production: 45	
Wolfcamp (Gas) - (98220)	45 API		

If you need any additional information, please let me know.

Thanks,



Cindy Herrera-Murillo

Senior HSE Regulatory Affairs Coordinator

1616 W. Bender Blvd

Hobbs, NM 88240

575-263-0431

Cherreramurillo@chevron.com

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

Sent: Tuesday, February 1, 2022 4:23 PM

To: Herrera-Murillo, Cindy O <CHerreraMurillo@chevron.com>

Subject: [**EXTERNAL**] surface commingling application PLC-711-A

Ms. Herrera-Murillo,

I am reviewing surface commingling application PLC-711-A which involves the Culebra Bluff Sec 23 CTB operated by Chevron USA, Inc. (4323).

Please provide the following:

- A list of noticed interest owners including the certified tracking numbers associated with providing them notification of this application.
- A lease map which depicts the wells and facilities.
- BTU values for the gas from the pools in this area.
- A list of the wells to be included including API numbers.

Dean McClure

Petroleum Engineer, Oil Conservation Division

New Mexico Energy, Minerals and Natural Resources Department

(505) 469-8211

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

**APPLICATION FOR SURFACE COMMINGLING
SUBMITTED BY CHEVRON USA, INC.**

ORDER NO. PLC-711-A

ORDER

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

FINDINGS OF FACT

1. Chevron USA, Inc. (“Applicant”) submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells identified in Exhibit A (“Application”).
2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
3. To the extent that ownership is identical, Applicant submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7.B. NMAC.
4. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the oil and 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 oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
7. Applicant in the notice for the Application stated that it sought authorization to add additional pools, leases, and wells and identified the parameters to make such additions.
8. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease identified in Exhibit A.
9. Applicant submitted or intends to submit one or more proposed communitization agreement(s) (“Proposed Agreement(s)”) to the BLM or NMSLO, as applicable, identifying

the acreage of each lease to be consolidated into a single pooled area ("Pooled Area"), as described in Exhibit B.

CONCLUSIONS OF LAW

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

ORDER

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

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

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

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

2. This Order supersedes Order PLC-711.
3. For each Pooled Area described in Exhibit B, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil and gas production. If

Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit 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 Applicant fails to submit the new surface commingling application or OCD denies the new surface commingle application, this Order shall terminate on the date of such action.

Applicant shall allocate the oil and 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 until the Proposed Agreement which includes the Pooled Area is approved. After the Proposed Agreement is approved, the oil and gas production from the Pooled Area shall be allocated as required by the BLM's or NMSLO's, as applicable, approval of the Agreement, including any production that had been allocated previously in accordance with this Order.

4. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
5. The allocation of oil and 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 oil and gas production for each well identified in Exhibit A shall be allocated using a production curve calculated from a minimum of ten (10) well tests per month, except that any day in which a well test cannot achieve an accurate result due to a temporary change in oil and 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 oil and gas production for each well identified in Exhibit A shall be allocated using a minimum of three (3) well tests per month.

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

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

Applicant shall conduct a well test by separating and metering the oil and 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.

6. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
7. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8.B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8.E. NMAC.
8. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10.C.(2) NMAC.
9. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and 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 oil and 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.

10. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10.C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
11. If a well is not included in Exhibit A but produces from a pool or lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well and proposed method to determine the allocation of oil and gas production to it.
12. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
13. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
14. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



**ADRIENNE E. SANDOVAL
DIRECTOR**

DATE: 4/22/2022

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **PLC-711-A**
Operator: **Chevron USA, Inc. (4323)**
Central Tank Battery: **Culebra Bluff Sec 23 Central Tank Battery**
Central Tank Battery Location: **S/2 SE/4, Section 23, Township 23 South, Range 28 East**
Central Tank Battery: **Culebra Bluff 26 Compressor Station**
Central Tank Battery Location: **Unit G, Section 26, Township 23 South, Range 28 East**
Gas Title Transfer Meter Location: **Unit G, Section 26, Township 23 South, Range 28 East**

Pools

Pool Name	Pool Code
CULEBRA BLUFF; BONE SPRING, SOUTH	15011
PURPLE SAGE; WOLFCAMP (GAS)	98220

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
Fee Wolfcamp Pooled Area 6	SE/4	14-23S-28E
	E/2	23-23S-28E
Fee Bone Spring Pooled Area 6A	W/2 SE/4	14-23S-28E
	W/2 E/2	23-23S-28E
Fee Bone Spring Pooled Area 6B	E/2 SE/4	14-23S-28E
	E/2 E/2	23-23S-28E
Fee Pooled Area 10	W/2	14-23S-28E
	W/2	23-23S-28E
Fee Pooled Area 11	E/2	26-23S-28E
	E/2	35-23S-28E
LO 53640005	W/2 W/2	36-23S-28E
Fee	NW/4 NW/4	25-23S-28E
Fee	SW/4 NW/4	25-23S-28E
Fee	NW/4 SW/4	25-23S-28E
Fee	N/2 SW/4 SW/4	25-23S-28E
Fee	S/2 SW/4 SW/4	25-23S-28E
LO 53640005	E/2 W/2	36-23S-28E
Fee	N/2 NE/4 NW/4, N/2 S/2 NE/4 NW/4	25-23S-28E
Fee	N/2 SE/4 NW/4, S/2 S/2 NE/4 NW/4	25-23S-28E
Fee	E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, SW/4 SE/4 NW/4	25-23S-28E
Fee	SE/4 SE/4 NW/4	25-23S-28E
Fee	W/2 NE/4 SW/4, W/2 E/2 NE/4 SW/4	25-23S-28E
Fee	E/2 NE/4 NE/4 SW/4	25-23S-28E

		Fee	W/2 SE/4 SW/4	25-23S-28E	
Wells					
Well API	Well Name	UL or Q/Q	S-T-R	Pool	
30-015-46926	CB BERU 23 14 Fee 06 #301H	W/2 SE/4 W/2 E/2	14-23S-28E 23-23S-28E	15011	
30-015-46927	CB BERU 23 14 Fee 06 #302H	E/2 SE/4 E/2 E/2	14-23S-28E 23-23S-28E	15011	
30-015-46928	CB BERU 23 14 Fee 06 #401H	SE/4 E/2	14-23S-28E 23-23S-28E	98220	
30-015-46929	CB BERU 23 14 Fee 06 #402H	SE/4 E/2	14-23S-28E 23-23S-28E	98220	
30-015-46930	CB BERU 23 14 Fee 06 #403H	SE/4 E/2	14-23S-28E 23-23S-28E	98220	
30-015-46634	CB CAL 25 36 State Com 08 #302H	W/2 W/2 W/2 W/2	25-23S-28E 36-23S-28E	15011	
30-015-46635	CB CAL 25 36 State Com 08 #303H	E/2 W/2 E/2 W/2	25-23S-28E 36-23S-28E	15011	
30-015-46631	CB CAL 25 36 State Com 08 #401H	W/2 W/2	25-23S-28E 36-23S-28E	98220	
30-015-46632	CB CAL 25 36 State Com 08 #402H	W/2 W/2	25-23S-28E 36-23S-28E	98220	
30-015-46636	CB CAL 25 36 State Com 08 #403H	W/2 W/2	25-23S-28E 36-23S-28E	98220	
30-015-48350	CB Mothma 23 14 Fee 10 #401H	W/2 W/2	14-23S-28E 23-23S-28E	98220	
30-015-48349	CB Mothma 23 14 Fee 10 #402H	W/2 W/2	14-23S-28E 23-23S-28E	98220	
30-015-47378	CB Tano 26 35 Fee 11 #401H	E/2 E/2	26-23S-28E 35-23S-28E	98220	
30-015-47380	CB Tano 26 35 Fee 11 #402H	E/2 E/2	26-23S-28E 35-23S-28E	98220	
30-015-47381	CB Tano 26 35 Fee 11 #403H	E/2 E/2	26-23S-28E 35-23S-28E	98220	

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit B

Order: **PLC-711-A**
Operator: **Chevron USA, Inc. (4323)**

Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring NMSLO	W/2 W/2	25-23S-28E	320	A
	W/2 W/2	36-23S-28E		
CA Bone Spring NMSLO	E/2 W/2	25-23S-28E	320	B
	E/2 W/2	36-23S-28E		
CA Wolfcamp NMSLO	W/2	25-23S-28E	640	C
	W/2	36-23S-28E		

Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
LO 53640005	W/2 W/2	36-23S-28E	160	A
Fee	NW/4 NW/4	25-23S-28E	40	A
Fee	SW/4 NW/4	25-23S-28E	40	A
Fee	NW/4 SW/4	25-23S-28E	40	A
Fee	N/2 SW/4 SW/4	25-23S-28E	20	A
Fee	S/2 SW/4 SW/4	25-23S-28E	20	A
LO 53640005	E/2 W/2	36-23S-28E	160	B
Fee	N/2 NE/4 NW/4, N/2 S/2 NE/4 NW/4	25-23S-28E	30	B
Fee	N/2 SE/4 NW/4, S/2 S/2 NE/4 NW/4	25-23S-28E	30	B
Fee	E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, SW/4 SE/4 NW/4	25-23S-28E	35	B
Fee	SE/4 SE/4 NW/4	25-23S-28E	10	B
Fee	W/2 NE/4 SW/4, W/2 E/2 NE/4 SW/4	25-23S-28E	30	B
Fee	E/2 NE/4 NE/4 SW/4	25-23S-28E	5	B
Fee	W/2 SE/4 SW/4	25-23S-28E	20	B
LO 53640005	W/2 W/2	36-23S-28E	160	C
Fee	NW/4 NW/4	25-23S-28E	40	C
Fee	SW/4 NW/4	25-23S-28E	40	C
Fee	NW/4 SW/4	25-23S-28E	40	C
Fee	N/2 SW/4 SW/4	25-23S-28E	20	C
Fee	S/2 SW/4 SW/4	25-23S-28E	20	C
LO 53640005	E/2 W/2	36-23S-28E	160	C
Fee	N/2 NE/4 NW/4, N/2 S/2 NE/4 NW/4	25-23S-28E	30	C

Fee	N/2 SE/4 NW/4, S/2 S/2 NE/4 NW/4	25-23S-28E	30	C
Fee	E/2 SE/4 SW/4, E/2 SE/4 NE/4 SW/4, SW/4 SE/4 NW/4	25-23S-28E	35	C
Fee	SE/4 SE/4 NW/4	25-23S-28E	10	C
Fee	W/2 NE/4 SW/4, W/2 E/2 NE/4 SW/4	25-23S-28E	30	C
Fee	E/2 NE/4 NE/4 SW/4	25-23S-28E	5	C
Fee	W/2 SE/4 SW/4	25-23S-28E	20	C

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 51663

CONDITIONS

Operator: CHEVRON U S A INC 6301 Deauville Blvd Midland, TX 79706	OGRID: 4323
	Action Number: 51663
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.	4/25/2022