

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

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B
Revised August 1, 2011

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

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

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

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

LEASE TYPE: ☐ Fee ☒ State ☐ Federal

Is this an Amendment to existing Order? ☒ Yes ☐ No If "Yes", please include the appropriate Order No. CTB-987
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling
☒ Yes ☐ No

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

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

- (2) Are any wells producing at top allowables? ☐ Yes ☒ No
(3) Has all interest owners been notified by certified mail of the proposed commingling? ☒ Yes ☐ No.
(4) Measurement type: ☐ Metering ☒ Other (Specify) WELL TEST
(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:  TITLE: REGULATORY ENGINEER
TYPE OR PRINT NAME: STEVEN LEUNG
E-MAIL ADDRESS: Steven_Leung@oxy.com

DATE: 3/9/2023
TELEPHONE NO.: 713-497-2503

Revised March 23, 2017

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

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



ADMINISTRATIVE APPLICATION CHECKLIST

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

Applicant: OXY USA INC. **OGRID Number:** 16696
Well Name: VANADIUM 32 STATE #171H & MULTIPLE **API:** 30-015-47433 & MULTIPLE
Pool: WC-015 G-08 S233135D; WOLFCAMP & MULTIPLE **Pool Code:** 98236 & MULTIPLE

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

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

A. Location – Spacing Unit – Simultaneous Dedication

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

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

[I] Commingling – Storage – Measurement

☐ DHC ☐ CTB ☒ PLC ☐ PC ☐ OLS ☐ OLM **AMENDMENT TO CTB-987**

[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.

STEVEN LEUNG

Print or Type Name

3/9/2023

Date

713-497-2503

Phone Number

STEVEN_LEUNG@OXY.COM

e-mail Address

Signature

APPLICATION FOR POOL COMMINGLE & OFF-LEASE STORAGE, MEASUREMENT AND SALES

Commingling proposal for the PURE GOLD CTB / TRAIN 3

OXY USA INC respectfully requests approval of a pool commingle and off-lease storage, measurement, and sales at the PURE GOLD CTB / TRAIN 3 (Eddy County, Section 29 T23S-R31E). This is an amendment to CTB 987.

Vanadium 32 State 4H, Vanadium 32 State 5H, Vanadium 32 State 175H, and Vanadium 32 State 176H are being added to the Pure Gold CTB Train 3.

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

EXISTING								
POOL CODE: 98236 / POOL NAME: WC-015 G-08 S233135D; WOLFCAMP								
COMMUNITIZATION AGREEMENT 50% L064421 and 50% V035892								
WELL NAME	API NO.	LOCATION	DATE ONLINE	BOPD	OIL GRAVITY	SCFPD	BTU/CF	BWPD
Vanadium 32 State #171H	30-015-47433	A-31-23S-31E	Apr-2021	136	46	207	1380	335
TO BE ADDED								
POOL CODE: 98236 / POOL NAME: WC-015 G-08 S233135D; WOLFCAMP								
COMMUNITIZATION AGREEMENT 50% L064421 and 50% V035892								
WELL NAME	API NO.	LOCATION	EST DATE ONLINE	BOPD	OIL GRAVITY	SCFPD	BTU/CF	BWPD
Vanadium 32 State #5H	30-015-53277	O-29-23S-31E	Jul-2023	816	46	1877	1380	1836
Vanadium 32 State #175H	30-015-53278	O-29-23S-31E	Jul-2023	816	46	1877	1380	1836
POOL CODE: 13367 / POOL NAME: COTTON DRAW; BONE SPRING								
COMMUNITIZATION AGREEMENT 44% L064421 and 56% V035892								
WELL NAME	API NO.	LOCATION	EST DATE ONLINE	BOPD	OIL GRAVITY	SCFPD	BTU/CF	BWPD
Vanadium 32 State #4H	30-015-53276	O-29-23S-31E	Jul-2023	1801	46	3060	1380	2809
Vanadium 32 State #176H	30-015-53279	O-29-23S-31E	Jul-2023	1801	46	3060	1380	2809
<i>*Estimated six month production for wells to be added</i>								

Process Description:

The existing production at Pure Gold Train 3 will continue to be sent through a dedicated 6'x20' three-phase separator. The oil will continue to the existing 6'x20' heater treater (HT) before being sent to the new vapor recovery tower (VRT).

New production at Pure Gold Train 3 will flow through the new inlet header and sent to the new 10'x40' three-phase production separator or the new 6'x20' three-phase test separator for well test. The combined oil header will be sent to a new 6'x20' HT and VRT. Combined existing and new production oil will be sent to two LACT meters. A truck load is set up at the facility for use as back up.

Oil and gas production will be allocated back to each well based on well test. For testing purposes, Train 3 will be equipped with one permanent 6' x 20' three-phase test separator for the Vanadium wells to be added. The existing Vanadium well flows to an individual 6' X 10' three-phase test separator. Each test vessel will be equipped with oil turbine meters, gas orifice meters and water turbine meters.

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

Gas meters off the production separator and two test separators serve as the gas FMPs for Train 3 for the purpose of BLM royalty payment. Gas is then sent to one of two 5' x 10' gas scrubbers, and then sent to sales. Gas is allocated from the sum of the gas FMP meters to each well based on the aforementioned well tests. Gas commingling will be handled through PLC-749C.

All water will be sent to the Sand Dunes Water Disposal System.

Additional Application Components:

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

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

Commingling will not reduce the individual wells' production value or otherwise adversely affect the interest owners. It is the most effective means of producing the reserves. The surface commingle application will be submitted separately for approval per NMOCD and BLM regulations.

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

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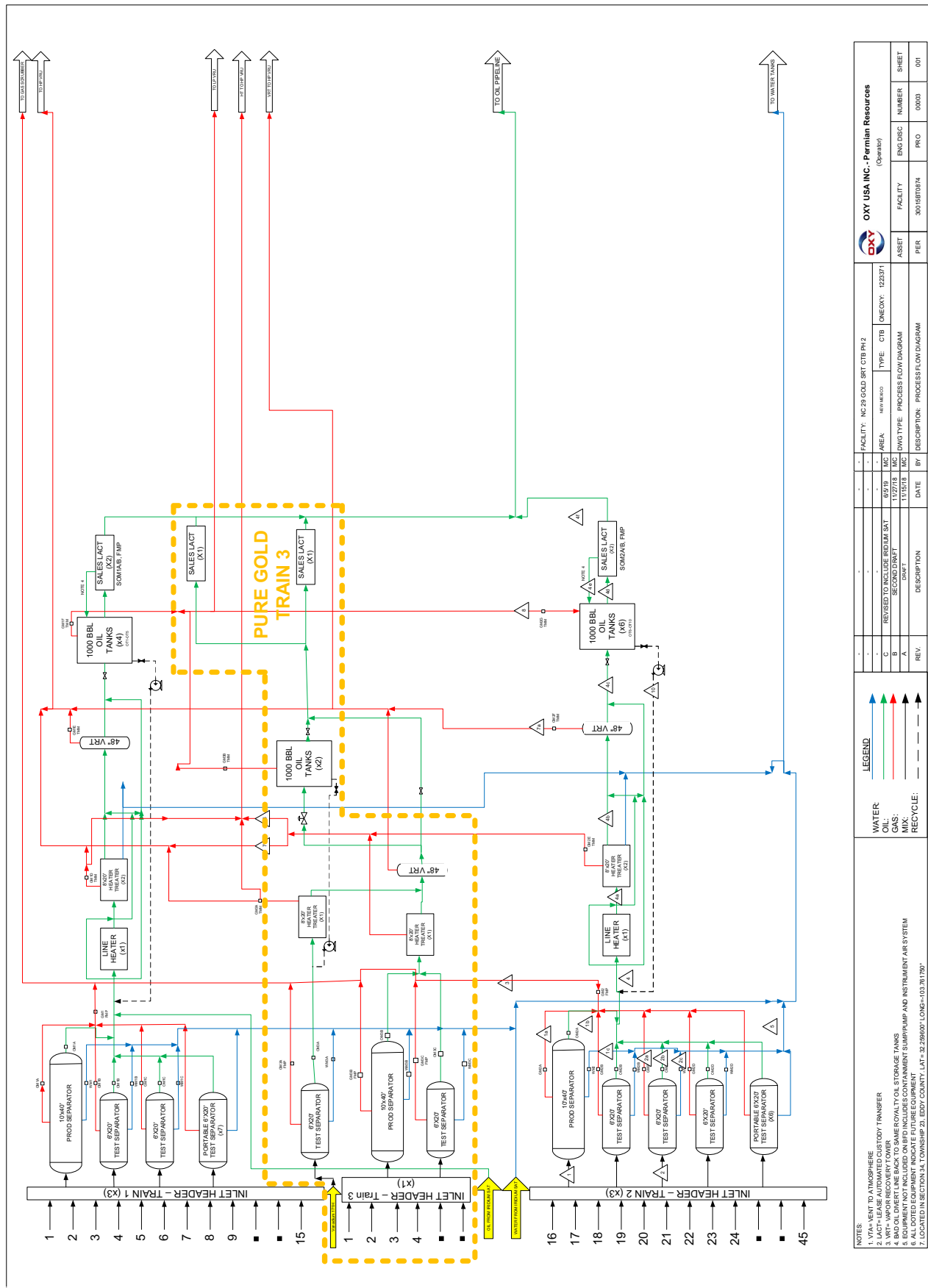
NMNM 045236

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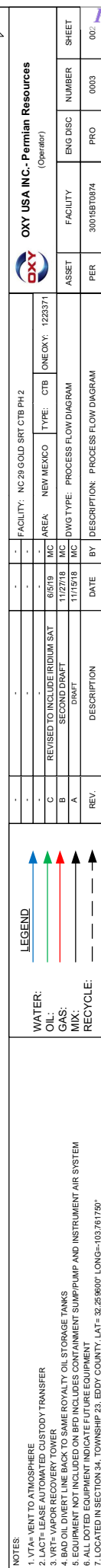
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Vanadium 32 State 5H, 175H

Released to Imaging: 6/27/2023 9:45:20 AM



		LEGEND		WATER:		OIL:		GAS:		MIX:		RECYCLE:		REV:		DESCRIPTION:		DATE:		BY:		PER:		PRO:		0003:		001:		OXY USA INC. - Permian Resources (Operator)	
				A		B		C		D		E		F		G		H		I		J		K		L		M			
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District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
District II
811 S. First St., Artesia, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-9720
District III
1000 Rio Brazos Road, Aztec, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170
District IV
1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015- 53279	² Pool Code 13367	³ Pool Name COTTON DRAW; BONE SPRING
⁴ Property Code	⁵ Property Name VANADIUM 32 STATE	⁶ Well Number 176H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3359.7'

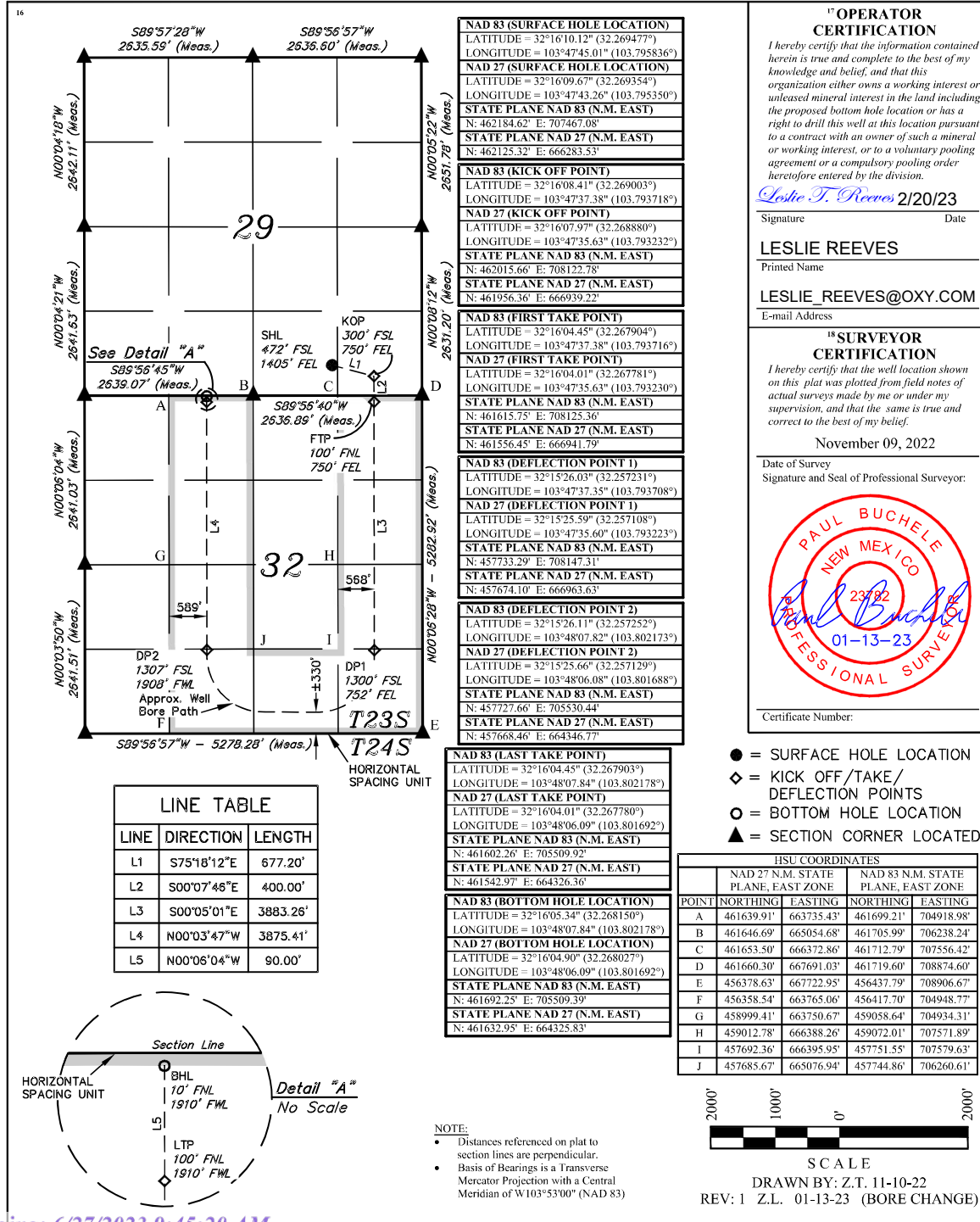
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	29	23S	31E		472	SOUTH	1405	EAST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	32	23S	31E		10	NORTH	1910	EAST	EDDY
¹² Dedicated Acres 480	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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



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Santa Fe, NM 87505

Form C-102
Revised August 1, 2011
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District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-53277	² Pool Code 98236	³ Pool Name WC-015 G-08 S233135D; WOLF CAMP
⁴ Property Code	⁵ Property Name VANADIUM 32 STATE	⁶ Well Number 5H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3360.0'

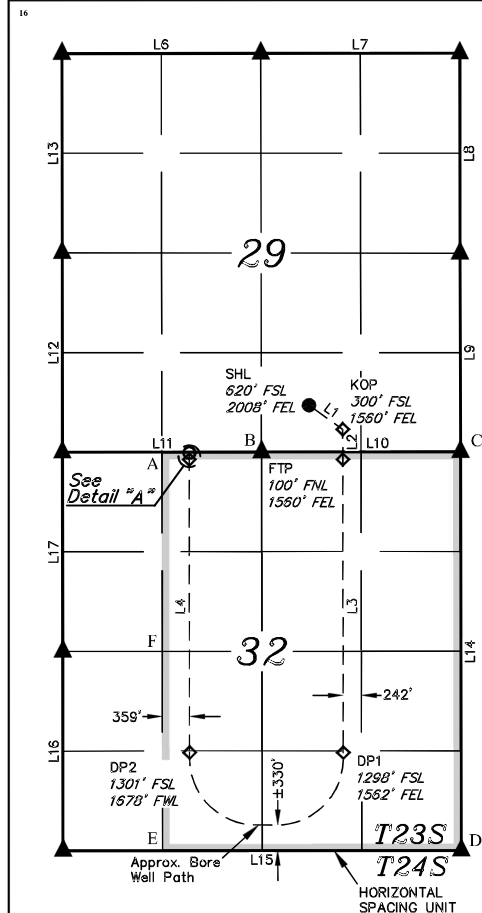
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	29	23S	31E		620	SOUTH	2008	EAST	EDDY

¹¹ Bottom Hole Location If Different From Surface

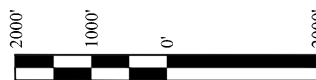
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	32	23S	31E		10	NORTH	1680	WEST	EDDY
¹² Dedicated Acres 360	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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



LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	S54°32'43"E	550.92'	L10	S89°56'40"W	2636.89'
L2	S00°07'48"E	400.00'	L11	S89°56'45"W	2639.07'
L3	S00°04'53"E	3885.02'	L12	N00°04'21"W	2641.53'
L4	N00°03'52"W	3881.95'	L13	N00°04'18"W	2642.11'
L5	N00°06'04"W	90.00'	L14	N00°06'28"W	5282.92'
L6	S89°57'28"W	2635.59'	L15	S89°56'57"W	5278.28'
L7	S89°56'57"W	2636.80'	L16	N00°03'50"W	2641.51'
L8	N00°05'22"W	2651.78'	L17	N00°06'04"W	2641.03'
L9	N00°08'12"W	2631.20'			

- = SURFACE HOLE LOCATION
- ◇ = KICK OFF/TAKE/DEFLECTION POINTS
- = BOTTOM HOLE LOCATION
- ▲ = SECTION CORNER LOCATED



SCALE
DRAWN BY: Z.L. 11-09-22
REV: 1 Z.L. 01-13-23 (BORE CHANGE)

NAD 83 (SURFACE HOLE LOCATION) LATITUDE = 32°16'11.58" (32.269882°) LONGITUDE = 103°47'52.04" (103.797789°)
NAD 27 (SURFACE HOLE LOCATION) LATITUDE = 32°16'11.13" (32.269759°) LONGITUDE = 103°47'50.29" (103.797303°)
STATE PLANE NAD 83 (N.M. EAST) N: 462329.10' E: 706862.93'
STATE PLANE NAD 27 (N.M. EAST) N: 462269.79' E: 665679.39'
NAD 83 (KICK OFF POINT) LATITUDE = 32°16'08.41" (32.269003°) LONGITUDE = 103°47'46.82" (103.796338°)
NAD 27 (KICK OFF POINT) LATITUDE = 32°16'07.97" (32.268880°) LONGITUDE = 103°47'45.07" (103.795852°)
STATE PLANE NAD 83 (N.M. EAST) N: 462011.48' E: 707312.94'
STATE PLANE NAD 27 (N.M. EAST) N: 461952.18' E: 666129.39'
NAD 83 (FIRST TAKE POINT) LATITUDE = 32°16'04.45" (32.267903°) LONGITUDE = 103°47'46.81" (103.796336°)
NAD 27 (FIRST TAKE POINT) LATITUDE = 32°16'04.01" (32.267780°) LONGITUDE = 103°47'45.06" (103.795850°)
STATE PLANE NAD 83 (N.M. EAST) N: 461611.57' E: 707315.52'
STATE PLANE NAD 27 (N.M. EAST) N: 461552.27' E: 666131.96'
NAD 83 (DEFLECTION POINT 1) LATITUDE = 32°15'26.01" (32.257226°) LONGITUDE = 103°47'46.78" (103.796328°)
NAD 27 (DEFLECTION POINT 1) LATITUDE = 32°15'25.57" (32.257103°) LONGITUDE = 103°47'45.03" (103.795843°)
STATE PLANE NAD 83 (N.M. EAST) N: 457727.35' E: 707337.33'
STATE PLANE NAD 27 (N.M. EAST) N: 457668.16' E: 666153.65'
NAD 83 (DEFLECTION POINT 2) LATITUDE = 32°15'26.04" (32.257234°) LONGITUDE = 103°48'10.50" (103.802917°)
NAD 27 (DEFLECTION POINT 2) LATITUDE = 32°15'25.60" (32.257111°) LONGITUDE = 103°48'08.75" (103.802431°)
STATE PLANE NAD 83 (N.M. EAST) N: 457719.94' E: 705300.61'
STATE PLANE NAD 27 (N.M. EAST) N: 457660.75' E: 664116.94'
NAD 83 (LAST TAKE POINT) LATITUDE = 32°16'04.45" (32.267902°) LONGITUDE = 103°48'10.52" (103.802922°)
NAD 27 (LAST TAKE POINT) LATITUDE = 32°16'04.01" (32.267779°) LONGITUDE = 103°48'08.77" (103.802436°)
STATE PLANE NAD 83 (N.M. EAST) N: 461601.08' E: 705279.97'
STATE PLANE NAD 27 (N.M. EAST) N: 461541.79' E: 664096.41'
NAD 83 (TARGET BOTTOM HOLE) LATITUDE = 32°16'05.34" (32.268150°) LONGITUDE = 103°48'10.52" (103.802922°)
NAD 27 (TARGET BOTTOM HOLE) LATITUDE = 32°16'04.90" (32.268027°) LONGITUDE = 103°48'08.77" (103.802436°)
STATE PLANE NAD 83 (N.M. EAST) N: 461691.06' E: 705279.43'
STATE PLANE NAD 27 (N.M. EAST) N: 461631.77' E: 664095.88'

¹⁷ OPERATOR CERTIFICATION

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

Leslie T. Reeves 2/17/23

Signature Date

LESLIE REEVES

Printed Name

LESLIE_REEVES@OXY.COM

E-mail Address

¹⁸ SURVEYOR CERTIFICATION

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

November 04, 2022

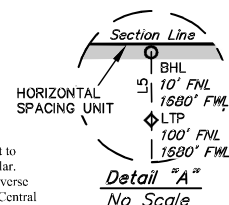
Date of Survey

Signature and Seal of Professional Surveyor:



Certificate Number:

HSU COORDINATES					
	NAD 27 N.M. STATE PLANE, EAST ZONE		NAD 83 N.M. STATE PLANE, EAST ZONE		
POINT	NORTHING	EASTING	NORTHING	EASTING	
A	461639.91'	663735.43'	461699.21'	704918.98'	
B	461646.69'	665054.68'	461705.99'	706238.24'	
C	461660.30'	667691.03'	461719.60'	708874.60'	
D	456378.63'	667722.95'	456437.79'	708906.67'	
E	456358.54'	663765.06'	456417.70'	704948.77'	
F	458999.41'	663750.67'	459058.64'	704934.31'	



NOTE:

- Distances referenced on plat to section lines are perpendicular.
- Basis of Bearings is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)

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WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-5327	² Pool Code 98236	³ Pool Name WC-015 G-08 S233135D; WOLFCAMP
⁴ Property Code	⁵ Property Name VANADIUM 32 STATE	⁶ Well Number 175H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3359.7'

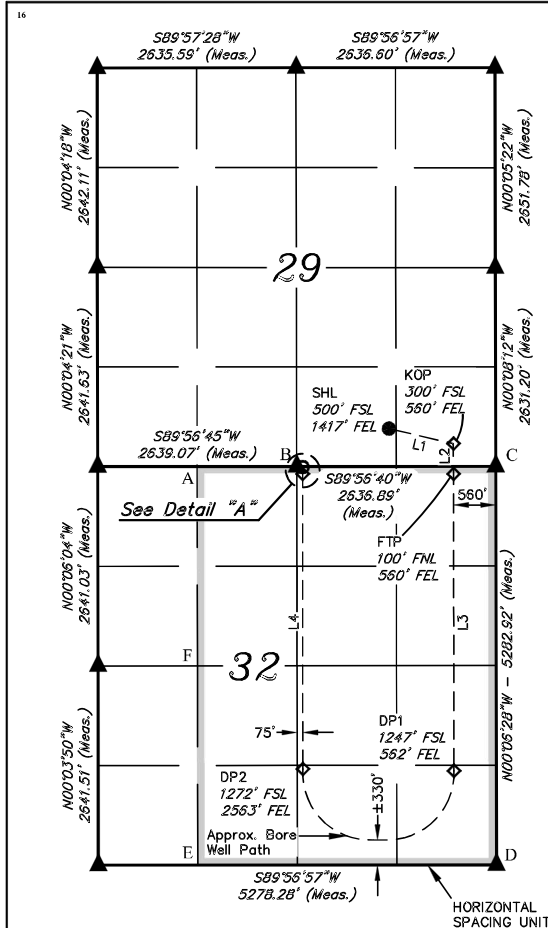
" Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	29	23S	31E		500	SOUTH	1417	EAST	EDDY

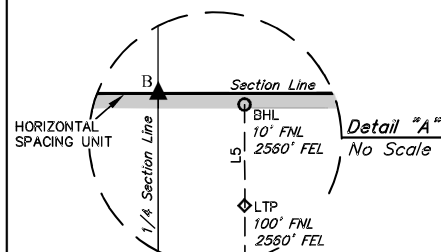
" Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	32	23S	31E		10	NORTH	2560	WEST	EDDY
¹² Dedicated Acres 480	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S78°55'37"E	879.95'
L2	S00°07'48"E	400.00'
L3	S00°05'04"E	3838.00'
L4	N00°03'27"W	3810.72'
L5	N00°06'28"W	90.00'



NAD 83 (SURFACE HOLE LOCATION)
LATITUDE = 32°16'10.39" (32.269552°)
LONGITUDE = 103°47'45.15" (103.795875°)

NAD 27 (SURFACE HOLE LOCATION)
LATITUDE = 32°16'09.94" (32.269429°)
LONGITUDE = 103°47'43.40" (103.795389°)

STATE PLANE NAD 83 (N.M. EAST)
N: 462212.05' E: 707454.93'

STATE PLANE NAD 27 (N.M. EAST)
N: 462152.74' E: 666271.38'

NAD 83 (KICK OFF POINT)
LATITUDE = 32°16'08.41" (32.269003°)
LONGITUDE = 103°47'35.17" (103.793103°)

NAD 27 (KICK OFF POINT)
LATITUDE = 32°16'07.97" (32.268880°)
LONGITUDE = 103°47'33.42" (103.792617°)

STATE PLANE NAD 83 (N.M. EAST)
N: 462016.64' E: 708312.74'

STATE PLANE NAD 27 (N.M. EAST)
N: 461957.34' E: 667129.18'

NAD 83 (FIRST TAKE POINT)
LATITUDE = 32°16'04.45" (32.267904°)
LONGITUDE = 103°47'35.16" (103.793101°)

NAD 27 (FIRST TAKE POINT)
LATITUDE = 32°16'04.01" (32.267781°)
LONGITUDE = 103°47'33.42" (103.792616°)

STATE PLANE NAD 83 (N.M. EAST)
N: 461616.73' E: 708315.32'

STATE PLANE NAD 27 (N.M. EAST)
N: 461557.43' E: 667131.75'

NAD 83 (DEFLECTION POINT 1)
LATITUDE = 32°15'25.51" (32.257087°)
LONGITUDE = 103°47'35.14" (103.793093°)

NAD 27 (DEFLECTION POINT 1)
LATITUDE = 32°15'25.07" (32.256964°)
LONGITUDE = 103°47'33.39" (103.792608°)

STATE PLANE NAD 83 (N.M. EAST)
N: 457681.55' E: 708337.62'

STATE PLANE NAD 27 (N.M. EAST)
N: 457622.36' E: 667153.94'

NAD 83 (DEFLECTION POINT 2)
LATITUDE = 32°15'25.76" (32.257155°)
LONGITUDE = 103°47'58.44" (103.799568°)

NAD 27 (DEFLECTION POINT 2)
LATITUDE = 32°15'25.32" (32.257032°)
LONGITUDE = 103°47'56.70" (103.799082°)

STATE PLANE NAD 83 (N.M. EAST)
N: 457696.49' E: 706336.04'

STATE PLANE NAD 27 (N.M. EAST)
N: 457637.30' E: 665152.36'

NAD 83 (LAST TAKE POINT)
LATITUDE = 32°16'04.45" (32.267903°)
LONGITUDE = 103°47'58.45" (103.799571°)

NAD 27 (LAST TAKE POINT)
LATITUDE = 32°16'04.01" (32.267780°)
LONGITUDE = 103°47'56.70" (103.799085°)

STATE PLANE NAD 83 (N.M. EAST)
N: 461606.41' E: 706315.73'

STATE PLANE NAD 27 (N.M. EAST)
N: 461547.11' E: 665132.17'

NAD 83 (BOTTOM HOLE LOCATION)
LATITUDE = 32°16'05.34" (32.268150°)
LONGITUDE = 103°47'58.46" (103.799571°)

NAD 27 (BOTTOM HOLE LOCATION)
LATITUDE = 32°16'04.90" (32.268027°)
LONGITUDE = 103°47'56.71" (103.799085°)

STATE PLANE NAD 83 (N.M. EAST)
N: 461696.39' E: 706315.18'

STATE PLANE NAD 27 (N.M. EAST)
N: 461637.09' E: 665131.62'

NAD 83 (LAST TAKE POINT)
LATITUDE = 32°16'04.45" (32.267903°)
LONGITUDE = 103°47'58.45" (103.799571°)

NAD 27 (LAST TAKE POINT)
LATITUDE = 32°16'04.01" (32.267780°)
LONGITUDE = 103°47'56.70" (103.799085°)

STATE PLANE NAD 83 (N.M. EAST)
N: 461606.41' E: 706315.73'

STATE PLANE NAD 27 (N.M. EAST)
N: 461547.11' E: 665132.17'

NAD 83 (BOTTOM HOLE LOCATION)
LATITUDE = 32°16'05.34" (32.268150°)
LONGITUDE = 103°47'58.46" (103.799571°)

NAD 27 (BOTTOM HOLE LOCATION)
LATITUDE = 32°16'04.90" (32.268027°)
LONGITUDE = 103°47'56.71" (103.799085°)

STATE PLANE NAD 83 (N.M. EAST)
N: 461696.39' E: 706315.18'

STATE PLANE NAD 27 (N.M. EAST)
N: 461637.09' E: 665131.62'

NAD 83 (LAST TAKE POINT)
LATITUDE = 32°16'04.45" (32.267903°)
LONGITUDE = 103°47'58.45" (103.799571°)

NAD 27 (LAST TAKE POINT)
LATITUDE = 32°16'04.01" (32.267780°)
LONGITUDE = 103°47'56.70" (103.799085°)

STATE PLANE NAD 83 (N.M. EAST)
N: 461606.41' E: 706315.73'

STATE PLANE NAD 27 (N.M. EAST)
N: 461547.11' E: 665132.17'

NAD 83 (BOTTOM HOLE LOCATION)
LATITUDE = 32°16'05.34" (32.268150°)
LONGITUDE = 103°47'58.46" (103.799571°)

NAD 27 (BOTTOM HOLE LOCATION)
LATITUDE = 32°16'04.90" (32.268027°)
LONGITUDE = 103°47'56.71" (103.799085°)

STATE PLANE NAD 83 (N.M. EAST)
N: 461696.39' E: 706315.18'

STATE PLANE NAD 27 (N.M. EAST)
N: 461637.09' E: 665131.62'

NAD 83 (LAST TAKE POINT)
LATITUDE = 32°16'04.45" (32.267903°)
LONGITUDE = 103°47'58.45" (103.799571°)

NAD 27 (LAST TAKE POINT)
LATITUDE = 32°16'04.01" (32.267780°)
LONGITUDE = 103°47'56.70" (103.799085°)

STATE PLANE NAD 83 (N.M. EAST)
N: 461606.41' E: 706315.73'

STATE PLANE NAD 27 (N.M. EAST)
N: 461547.11' E: 665132.17'

NAD 83 (BOTTOM HOLE LOCATION)
LATITUDE = 32°16'05.34" (32.268150°)
LONGITUDE = 103°47'58.46" (103.799571°)

NAD 27 (BOTTOM HOLE LOCATION)
LATITUDE = 32°16'04.90" (32.268027°)
LONGITUDE = 103°47'56.71" (103.799085°)

STATE PLANE NAD 83 (N.M. EAST)
N: 461696.39' E: 706315.18'

STATE PLANE NAD 27 (N.M. EAST)
N: 461637.09' E: 665131.62'

NAD 83 (LAST TAKE POINT)
LATITUDE = 32°16'04.45" (32.267903°)
LONGITUDE = 103°47'58.45" (103.799571°)

NAD 27 (LAST TAKE POINT)
LATITUDE = 32°16'04.01" (32.267780°)
LONGITUDE = 103°47'56.70" (103.799085°)

STATE PLANE NAD 83 (N.M. EAST)
N: 461606.41' E: 706315.73'

STATE PLANE NAD 27 (N.M. EAST)
N: 461547.11' E: 665132.17'

NAD 83 (BOTTOM HOLE LOCATION)
LATITUDE = 32°16'05.34" (32.268150°)
LONGITUDE = 103°47'58.46" (103.799571°)

NAD 27 (BOTTOM HOLE LOCATION)
LATITUDE = 32°16'04.90" (32.268027°)
LONGITUDE = 103°47'56.71" (103.799085°)

STATE PLANE NAD 83 (N.M. EAST)
N: 461696.39' E: 706315.18'

STATE PLANE NAD 27 (N.M. EAST)
N: 461637.09' E: 665131.62'

NAD 83 (LAST TAKE POINT)
LATITUDE = 32°16'04.45" (32.267903°)
LONGITUDE = 103°47'58.45" (103.799571°)

NAD 27 (LAST TAKE POINT)
LATITUDE = 32°16'04.01" (32.267780°)
LONGITUDE = 103°47'56.70" (103.799085°)

STATE PLANE NAD 83 (N.M. EAST)
N: 461606.41' E: 706315.73'

STATE PLANE NAD 27 (N.M. EAST)
N: 461547.11' E: 665132.17'

17 OPERATOR CERTIFICATION

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

Leslie T. Reeves 2/17/23

Signature Date

LESLIE REEVES

Printed Name

LESLIE_REEVES@OXY.COM

E-mail Address

18 SURVEYOR CERTIFICATION

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

November 09, 2022

Date of Survey

Signature and Seal of Professional Surveyor:



Certificate Number:

- = SURFACE HOLE LOCATION
- ◆ = KICK OFF/TAKE/ DEFLECTION POINTS
- = BOTTOM HOLE LOCATION
- ▲ = SECTION CORNER LOCATED

NOTE:

- Distances referenced on plat to section lines are perpendicular.
- Basis of Bearings is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)



SCALE

DRAWN BY: Z.T. 11-10-22

REV: 1 Z.L. 01-13-23 (BORE CHANGE)

District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
District II
811 S. First St., Artesia, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-9720
District III
1000 Rio Brazos Road, Aztec, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170
District IV
1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015 53276	² Pool Code 13367	³ Pool Name COTTON DRAW; BONE SPRING
⁴ Property Code 326058	⁵ Property Name VANADIUM 32 STATE	⁶ Well Number 4H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3359.5'

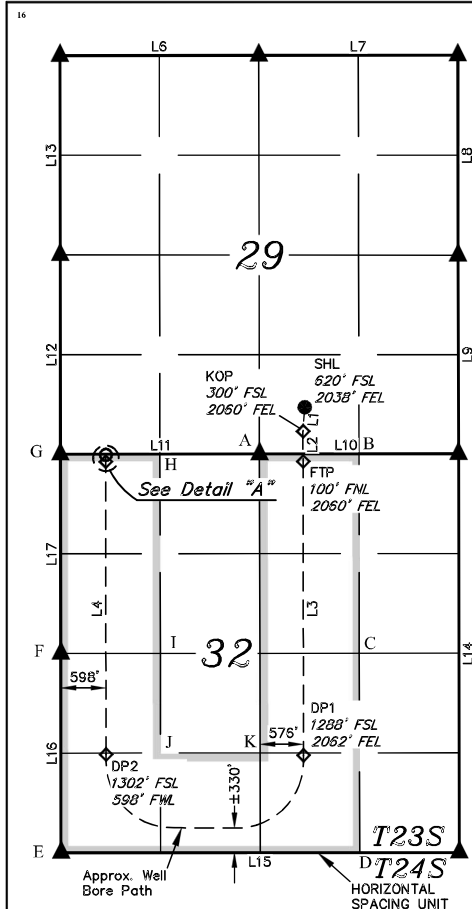
¹⁰ Surface Location

UL or lot no. O	Section 29	Township 23S	Range 31E	Lot Idn	Feet from the 620	North/South line SOUTH	Feet from the 2038	East/West line EAST	County EDDY
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¹¹ Bottom Hole Location If Different From Surface

UL or lot no. D	Section 32	Township 23S	Range 31E	Lot Idn	Feet from the 10	North/South line NORTH	Feet from the 600	East/West line WEST	County EDDY
¹² Dedicated Acres 360	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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



¹⁶ NAD 83 (SURFACE HOLE LOCATION)

LATITUDE = 32°16'11.58" (32.269882°)
LONGITUDE = 103°47'52.39" (103.797886°)

¹⁷ NAD 27 (SURFACE HOLE LOCATION)

LATITUDE = 32°16'11.13" (32.269759°)
LONGITUDE = 103°47'50.64" (103.797400°)

STATE PLANE NAD 83 (N.M. EAST)

N: 462328.95' E: 706832.94'

STATE PLANE NAD 27 (N.M. EAST)

N: 462269.64' E: 665649.39'

¹⁸ NAD 83 (KICK OFF POINT)

LATITUDE = 32°16'08.41" (32.269003°)
LONGITUDE = 103°47'52.64" (103.797955°)

¹⁹ NAD 27 (KICK OFF POINT)

LATITUDE = 32°16'07.97" (32.268880°)
LONGITUDE = 103°47'50.89" (103.797469°)

STATE PLANE NAD 83 (N.M. EAST)

N: 462008.90' E: 706813.04'

STATE PLANE NAD 27 (N.M. EAST)

N: 461949.60' E: 665629.49'

²⁰ NAD 83 (FIRST TAKE POINT)

LATITUDE = 32°16'04.45" (32.267903°)
LONGITUDE = 103°47'52.63" (103.797953°)

²¹ NAD 27 (FIRST TAKE POINT)

LATITUDE = 32°16'04.01" (32.267780°)
LONGITUDE = 103°47'50.88" (103.797467°)

STATE PLANE NAD 83 (N.M. EAST)

N: 461608.99' E: 706815.62'

STATE PLANE NAD 27 (N.M. EAST)

N: 461549.69' E: 665632.06'

²² NAD 83 (DEFLECTION POINT 1)

LATITUDE = 32°15'25.91" (32.257198°)
LONGITUDE = 103°47'52.61" (103.797947°)

²³ NAD 27 (DEFLECTION POINT 1)

LATITUDE = 32°15'25.47" (32.257075°)
LONGITUDE = 103°47'50.86" (103.797462°)

STATE PLANE NAD 83 (N.M. EAST)

N: 457714.57' E: 706836.92'

STATE PLANE NAD 27 (N.M. EAST)

N: 457655.38' E: 665653.25'

²⁴ NAD 83 (DEFLECTION POINT 2)

LATITUDE = 32°15'26.05" (32.257236°)
LONGITUDE = 103°48'23.08" (103.806410°)

²⁵ NAD 27 (DEFLECTION POINT 2)

LATITUDE = 32°15'25.61" (32.257113°)
LONGITUDE = 103°48'21.33" (103.805924°)

STATE PLANE NAD 83 (N.M. EAST)

N: 457715.40' E: 704220.84'

STATE PLANE NAD 27 (N.M. EAST)

N: 457656.20' E: 663037.17'

²⁶ NAD 83 (LAST TAKE POINT)

LATITUDE = 32°16'04.45" (32.267902°)
LONGITUDE = 103°48'23.09" (103.806415°)

²⁷ NAD 27 (LAST TAKE POINT)

LATITUDE = 32°16'04.00" (32.267779°)
LONGITUDE = 103°48'21.34" (103.805929°)

STATE PLANE NAD 83 (N.M. EAST)

N: 461595.53' E: 704200.19'

STATE PLANE NAD 27 (N.M. EAST)

N: 461536.24' E: 663016.64'

²⁸ NAD 83 (BOTTOM HOLE LOCATION)

LATITUDE = 32°16'05.34" (32.268149°)
LONGITUDE = 103°48'23.09" (103.806415°)

²⁹ NAD 27 (BOTTOM HOLE LOCATION)

LATITUDE = 32°16'04.89" (32.268026°)
LONGITUDE = 103°48'21.35" (103.805929°)

STATE PLANE NAD 83 (N.M. EAST)

N: 461685.52' E: 704199.66'

STATE PLANE NAD 27 (N.M. EAST)

N: 461626.22' E: 663016.10'

³⁰ OPERATOR CERTIFICATION

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

Leslie T. Reeves 2/17/2022

Signature Date

LESLIE REEVES

Printed Name

LESLIE_REEVES@OXY.COM

E-mail Address

³¹ SURVEYOR CERTIFICATION

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

November 04, 2022

Date of Survey
Signature and Seal of Professional Surveyor:



Certificate Number:

HSU COORDINATES				
	NAD 27 N.M. STATE PLANE, EAST ZONE	NAD 83 N.M. STATE PLANE, EAST ZONE		
POINT	NORTHING	EASTING	NORTHING	EASTING
A	461646.69'	665054.68'	461705.99'	706238.24'
B	461653.50'	666372.86'	461712.79'	707556.42'
C	459012.78'	666388.26'	459072.01'	707571.89'
D	456371.93'	666403.65'	456431.09'	707587.37'
E	456351.84'	662445.76'	456411.00'	703629.47'
F	458992.73'	662431.83'	459051.96'	703615.46'
G	461633.14'	662416.17'	461692.43'	703599.72'
H	461639.91'	663735.43'	461699.21'	704918.98'
I	458999.41'	663750.67'	459058.64'	704934.31'
J	457678.98'	663757.87'	457738.17'	704941.54'
K	457685.67'	665076.94'	457744.86'	706260.61'

LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	S03°47'48"W	320.72'	L10	S89°56°40"W	2636.89'
L2	S00°07'46"E	400.00'	L11	S89°56°45"W	2639.07'
L3	S00°04'23"E	3895.22'	L12	N00°04'21"W	2641.63'
L4	N00°03'53"W	3880.94'	L13	N00°04'18"W	2642.11'
L5	N00°06°04"W	90.00'	L14	N00°06°28"W	5282.92'
L6	S89°57'28"W	2635.59'	L15	S89°56°57"W	5278.28'
L7	S89°56°57"W	2636.50'	L16	N00°03°50"W	2641.51'
L8	N00°05°22"W	2651.78'	L17	N00°06°04"W	2641.03'
L9	N00°08°12"W	2631.20'			

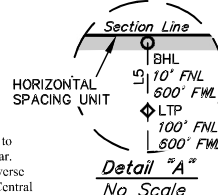
- = SURFACE HOLE LOCATION
- ◆ = KICK OFF/TAKE/DEFLECTION POINTS
- = BOTTOM HOLE LOCATION
- ▲ = SECTION CORNER LOCATED



SCALE
DRAWN BY: Z.L. 11-09-22

NOTE:

- Distances referenced on plat to section lines are perpendicular.
- Basis of Bearings is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)



Detail "A"

No Scale



**OXY USA WTP Limited Partnership / OXY USA INC /
OCCIDENTAL PERMIAN LTD**
A subsidiary of Occidental Petroleum Corporation

5 Greenway Plaza, Suite 110, Houston, Texas 77046
P.O. Box 4294, Houston, Texas 77210-4294
Direct: 713-497-2503
Steven_Leung@oxy.com

3/9/2023

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: Application for Amendment to Pool and Lease Commingle Permit and Off-lease Measurement, Sales, & Storage for Wells at the Pure Gold Battery in Eddy County, New Mexico.

Dear Interest Owner:

This is to advise you that OXY USA INC is filing an amendment to Order CTB-987 for surface commingling at the Pure Gold Battery. A copy of the application submitted to the Division is attached.

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

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

For questions regarding this application, please contact Steven Leung at 713-497-2503.

Respectfully,

A handwritten signature in blue ink, appearing to read "Steven Leung".

OXY USA INC
Steven Leung
Regulatory Engineer
Steven_Leung@oxy.com

Company Name	Name	Address Line 1	City	State	ZIP	PIC	Mailing Date
COMMISSIONER OF PUBLIC LANDS	STATE OF NEW MEXICO	P O BOX 1148	SANTA FE	NM	87504	_9414811898765836896647	3/9/2023
	SUNSET PRODUCTION CORPORATION	P O BOX 2239	GEORGETOWN	TX	78627	_9414811898765836896630	3/9/2023

Carlsbad Current Argus.

PART OF THE USA TODAY NETWORK

Affidavit of Publication

Ad # 0005592108

This is not an invoice

OXY USA INC

5 GREENWAY PLAZA OFFICE 29.076

HOUSTON, TX 77046

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

02/15/2023

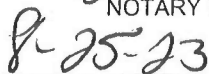


Legal Clerk

Subscribed and sworn before me this February 15,
2023:



State of WI, County of Brown
NOTARY PUBLIC



My commission expires

SHELLY HORA
Notary Public
State of Wisconsin

Ad # 0005592108

PO #: PURE GOLD

of Affidavits 1

This is not an invoice

Notice of Application for
Surface Commingling

OXY USA INC located at 5 Greenway Plaza, Suite 110 Houston TX 77046 is applying to the NMOCD to amend surface commingle permit CTB-987 for oil production at the Pure Gold CTB Train 3. The facility is located in Eddy County, Section 29 T23S-R31E. Wells going to this train are located in Section 29, 31, and 32 in T23S-R31E. Production is from the Cotton Draw; Bone Spring and WC-015 G-08 S233135D; WOLFCAMP.

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

For questions pertaining to the application, please contact Steven Leung at 713-497-2503.

#5592108, Current Argus,
Feb. 15, 2023

From: [McClure, Dean, EMNRD](#) on behalf of [Engineer, OCD, EMNRD](#)
To: [Leung, Steven A](#); [Musallam, Sandra C](#); [Fortier, Eric](#)
Cc: [McClure, Dean, EMNRD](#); [Wrinkle, Justin, EMNRD](#); [Powell, Brandon, EMNRD](#); [Dawson, Scott](#); [Lamkin, Baylen L](#)
Subject: Approved Administrative Order PLC-897
Date: Tuesday, June 27, 2023 8:04:38 AM
Attachments: [PLC897 Order.pdf](#)

NMOCD has issued Administrative Order PLC-897 which authorizes Oxy USA, Inc. (16696) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-47433	Vanadium 32 State #171H	W/2 W/2	32-23S-31E	98236
30-015-53277	Vanadium 32 State Com #5H	E/2 W/2, E/2	32-23S-31E	98236
30-015-53278	Vanadium 32 State Com #175H	E/2 W/2, E/2	32-23S-31E	98236
30-015-53276	Vanadium 32 State Com #4H	W/2 W/2, W/2 E/2 SE/4 SW/4	32-23S-31E	13367
30-015-53279	Vanadium 32 State Com #176H	E/2 W/2, E/2 E/2 SW/4 SE/4	32-23S-31E	13367

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

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

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B
Revised August 1, 2011

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

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: OXY USA INC.

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

APPLICATION TYPE:

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

LEASE TYPE: ☐ Fee ☒ State ☐ Federal

Is this an Amendment to existing Order? ☒ Yes ☐ No If "Yes", please include the appropriate Order No. CTB-987

Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling

☒ Yes ☐ No

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

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

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

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

(4) Measurement type: ☐ Metering ☒ Other (Specify) WELL TEST

(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:  TITLE: REGULATORY ENGINEER
TYPE OR PRINT NAME: STEVEN LEUNG
E-MAIL ADDRESS: Steven_Leung@oxy.com

DATE: 3/9/2023
TELEPHONE NO.: 713-497-2503

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: OXY USA INC. **OGRID Number:** 16696
Well Name: VANADIUM 32 STATE #171H & MULTIPLE **API:** 30-015-47433 & MULTIPLE
Pool: WC-015 G-08 S233135D; WOLFCAMP & MULTIPLE **Pool Code:** 98236 & MULTIPLE

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

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

A. Location – Spacing Unit – Simultaneous Dedication

☐ NSL

☐ NSP (PROJECT AREA)

☐ NSP (PRORATION UNIT)

☐ SD

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

[I] Commingling – Storage – Measurement

☐ DHC

☐ CTB

☒ PLC

☐ PC

☐ OLS

☐ OLM

AMENDMENT TO CTB-987

[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.

STEVEN LEUNG

Print or Type Name

3/9/2023

Date

713-497-2503

Phone Number

STEVEN_LEUNG@OXY.COM

e-mail Address

Signature

APPLICATION FOR POOL COMMINGLE & OFF-LEASE STORAGE, MEASUREMENT AND SALES

Commingling proposal for the PURE GOLD CTB / TRAIN 3

OXY USA INC respectfully requests approval of a pool commingle and off-lease storage, measurement, and sales at the PURE GOLD CTB / TRAIN 3 (Eddy County, Section 29 T23S-R31E). This is an amendment to CTB 987.

Vanadium 32 State 4H, Vanadium 32 State 5H, Vanadium 32 State 175H, and Vanadium 32 State 176H are being added to the Pure Gold CTB Train 3.

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

EXISTING								
POOL CODE: 98236 / POOL NAME: WC-015 G-08 S233135D; WOLFCAMP								
COMMUNITIZATION AGREEMENT 50% L064421 and 50% V035892								
WELL NAME	API NO.	LOCATION	DATE ONLINE	BOPD	OIL GRAVITY	SCFPD	BTU/CF	BWPD
Vanadium 32 State #171H	30-015-47433	A-31-23S-31E	Apr-2021	136	46	207	1380	335
TO BE ADDED								
POOL CODE: 98236 / POOL NAME: WC-015 G-08 S233135D; WOLFCAMP								
COMMUNITIZATION AGREEMENT 50% L064421 and 50% V035892								
WELL NAME	API NO.	LOCATION	EST DATE ONLINE	BOPD	OIL GRAVITY	SCFPD	BTU/CF	BWPD
Vanadium 32 State #5H	30-015-53277	O-29-23S-31E	Jul-2023	816	46	1877	1380	1836
Vanadium 32 State #175H	30-015-53278	O-29-23S-31E	Jul-2023	816	46	1877	1380	1836
POOL CODE: 13367 / POOL NAME: COTTON DRAW; BONE SPRING								
COMMUNITIZATION AGREEMENT 44% L064421 and 56% V035892								
WELL NAME	API NO.	LOCATION	EST DATE ONLINE	BOPD	OIL GRAVITY	SCFPD	BTU/CF	BWPD
Vanadium 32 State #4H	30-015-53276	O-29-23S-31E	Jul-2023	1801	46	3060	1380	2809
Vanadium 32 State #176H	30-015-53279	O-29-23S-31E	Jul-2023	1801	46	3060	1380	2809
<i>*Estimated six month production for wells to be added</i>								

Process Description:

The existing production at Pure Gold Train 3 will continue to be sent through a dedicated 6'x20' three-phase separator. The oil will continue to the existing 6'x20' heater treater (HT) before being sent to the new vapor recovery tower (VRT).

New production at Pure Gold Train 3 will flow through the new inlet header and sent to the new 10'x40' three-phase production separator or the new 6'x20' three-phase test separator for well test. The combined oil header will be sent to a new 6'x20' HT and VRT. Combined existing and new production oil will be sent to two LACT meters. A truck load is set up at the facility for use as back up.

Oil and gas production will be allocated back to each well based on well test. For testing purposes, Train 3 will be equipped with one permanent 6' x 20' three-phase test separator for the Vanadium wells to be added. The existing Vanadium well flows to an individual 6' X 10' three-phase test separator. Each test vessel will be equipped with oil turbine meters, gas orifice meters and water turbine meters.

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

Gas meters off the production separator and two test separators serve as the gas FMPs for Train 3 for the purpose of BLM royalty payment. Gas is then sent to one of two 5' x 10' gas scrubbers, and then sent to sales. Gas is allocated from the sum of the gas FMP meters to each well based on the aforementioned well tests. Gas commingling will be handled through PLC-749C.

All water will be sent to the Sand Dunes Water Disposal System.

Additional Application Components:

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

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

Commingling will not reduce the individual wells' production value or otherwise adversely affect the interest owners. It is the most effective means of producing the reserves. The surface commingle application will be submitted separately for approval per NMOCD and BLM regulations.

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

NMNM 082904

6

NMNM 104730

5

24S 31E

28

NMNM 040659

29

NMNM 0281482A

Pure Gold CTB

23S 31E

L064421

32

V035892

NMNM 045236

33

4

Page 20 of 21

Legend

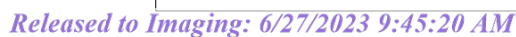
- Wells
- Pure Gold CTB

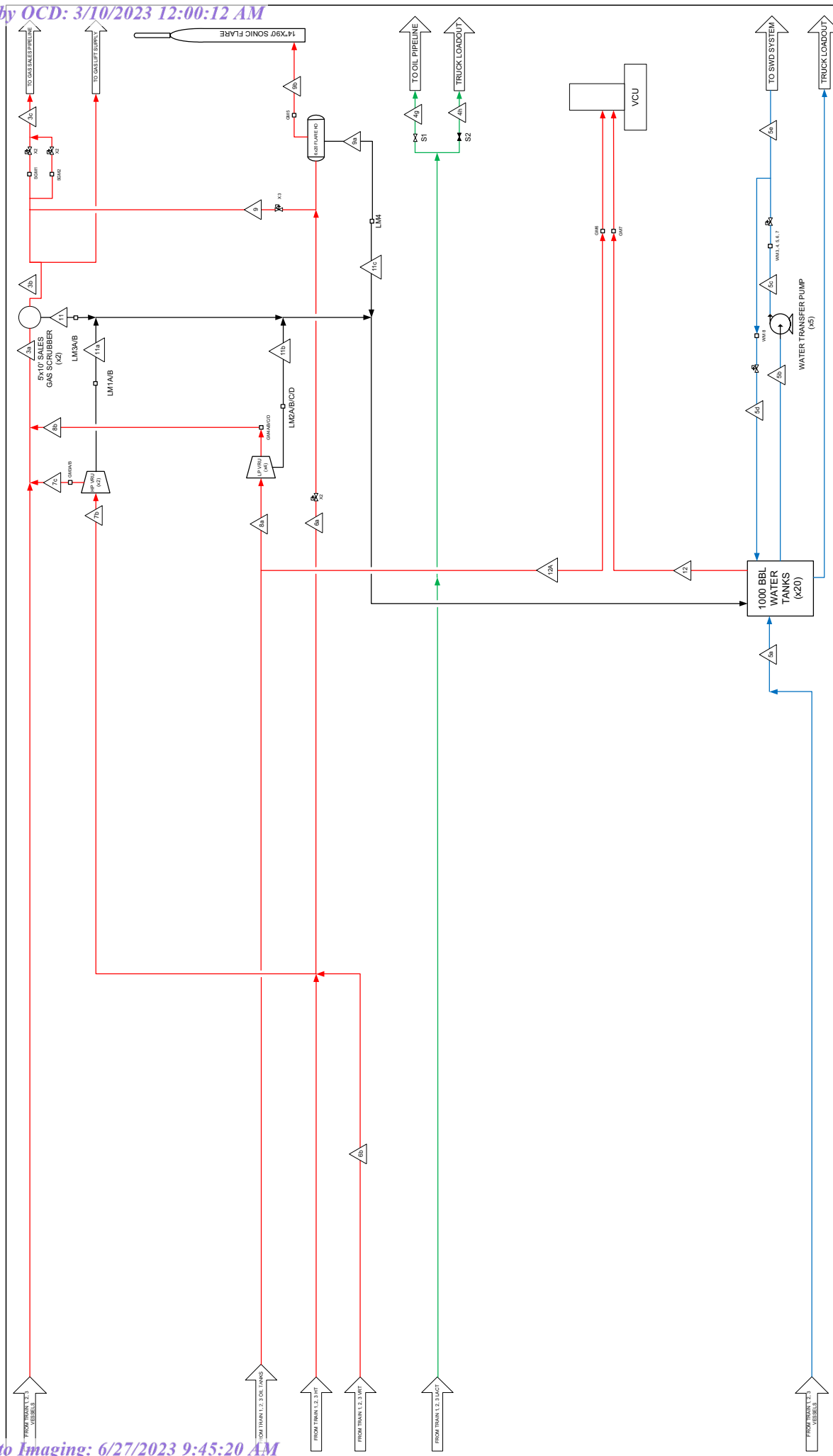
Layer

Comm. Agreement:

- Vanadium 32 State 176H
- Vanadium 32 State 4H
- Vanadium 32 State 5H, 175H

Released to Imaging: 6/27/2023 9:45:20 AM





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
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District IV
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Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015- 53279	² Pool Code 13367	³ Pool Name COTTON DRAW; BONE SPRING
⁴ Property Code	⁵ Property Name VANADIUM 32 STATE	⁶ Well Number 176H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3359.7'

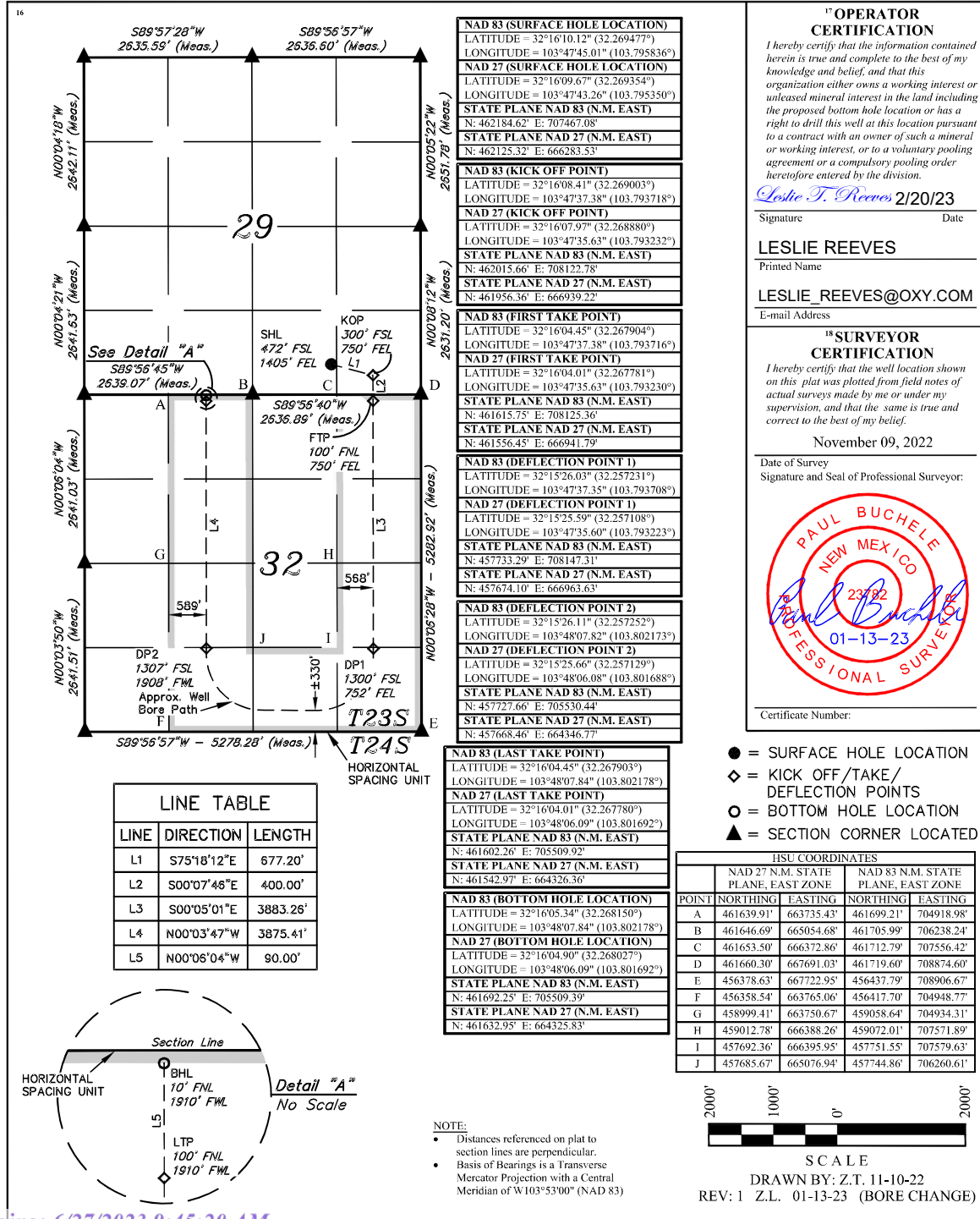
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	29	23S	31E		472	SOUTH	1405	EAST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	32	23S	31E		10	NORTH	1910	EAST	EDDY
¹² Dedicated Acres 480	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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



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Santa Fe, NM 87505

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-53277	² Pool Code 98236	³ Pool Name WC-015 G-08 S233135D; WOLFCAMP
⁴ Property Code	⁵ Property Name VANADIUM 32 STATE	⁶ Well Number 5H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3360.0'

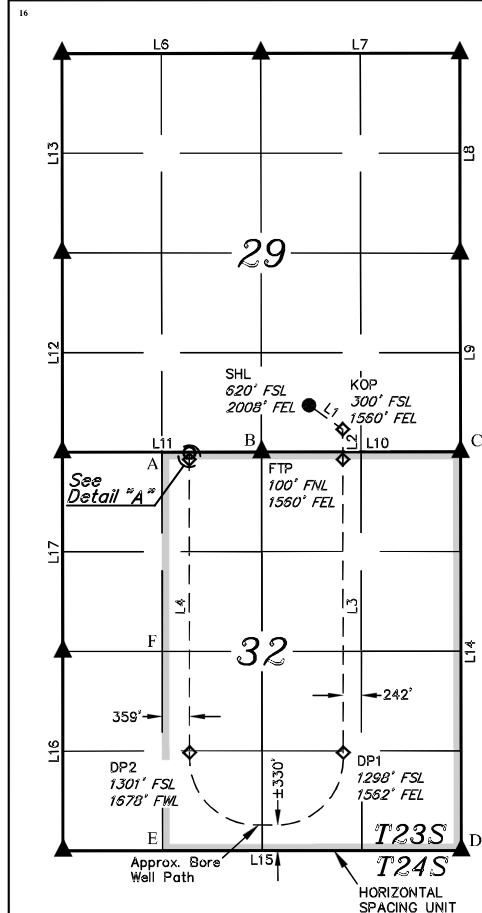
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	29	23S	31E		620	SOUTH	2008	EAST	EDDY

¹¹ Bottom Hole Location If Different From Surface

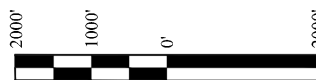
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	32	23S	31E		10	NORTH	1680	WEST	EDDY
¹² Dedicated Acres 360	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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



LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	S54°32'43"E	550.92'	L10	S89°56'40"W	2636.89'
L2	S00°07'48"E	400.00'	L11	S89°56'45"W	2639.07'
L3	S00°04'53"E	3885.02'	L12	N00°04'21"W	2641.53'
L4	N00°03'52"W	3881.95'	L13	N00°04'18"W	2642.11'
L5	N00°06'04"W	90.00'	L14	N00°06'28"W	5282.92'
L6	S89°57'28"W	2635.59'	L15	S89°56'57"W	5278.28'
L7	S89°56'57"W	2636.80'	L16	N00°03'50"W	2641.51'
L8	N00°05'22"W	2651.78'	L17	N00°06'04"W	2641.03'
L9	N00°08'12"W	2631.20'			

- = SURFACE HOLE LOCATION
- ◇ = KICK OFF/TAKE/DEFLECTION POINTS
- = BOTTOM HOLE LOCATION
- ▲ = SECTION CORNER LOCATED



SCALE

DRAWN BY: Z.L. 11-09-22

REV: 1 Z.L. 01-13-23 (BORE CHANGE)

NAD 83 (SURFACE HOLE LOCATION) LATITUDE = 32°16'11.58" (32.269882°) LONGITUDE = 103°47'52.04" (103.797789°)
NAD 27 (SURFACE HOLE LOCATION) LATITUDE = 32°16'11.13" (32.269759°) LONGITUDE = 103°47'50.29" (103.797303°)
STATE PLANE NAD 83 (N.M. EAST) N: 462329.10' E: 706862.93'
STATE PLANE NAD 27 (N.M. EAST) N: 462269.79' E: 665679.39'
NAD 83 (KICK OFF POINT) LATITUDE = 32°16'08.41" (32.269003°) LONGITUDE = 103°47'46.82" (103.796338°)
NAD 27 (KICK OFF POINT) LATITUDE = 32°16'07.97" (32.268880°) LONGITUDE = 103°47'45.07" (103.795852°)
STATE PLANE NAD 83 (N.M. EAST) N: 462011.48' E: 707312.94'
STATE PLANE NAD 27 (N.M. EAST) N: 461952.18' E: 666129.39'
NAD 83 (FIRST TAKE POINT) LATITUDE = 32°16'04.45" (32.267903°) LONGITUDE = 103°47'46.81" (103.796336°)
NAD 27 (FIRST TAKE POINT) LATITUDE = 32°16'04.01" (32.267780°) LONGITUDE = 103°47'45.06" (103.795850°)
STATE PLANE NAD 83 (N.M. EAST) N: 461611.57' E: 707315.52'
STATE PLANE NAD 27 (N.M. EAST) N: 461552.27' E: 666131.96'
NAD 83 (DEFLECTION POINT 1) LATITUDE = 32°15'26.01" (32.257226°) LONGITUDE = 103°47'46.78" (103.796328°)
NAD 27 (DEFLECTION POINT 1) LATITUDE = 32°15'25.57" (32.257103°) LONGITUDE = 103°47'45.03" (103.795843°)
STATE PLANE NAD 83 (N.M. EAST) N: 457727.35' E: 707337.33'
STATE PLANE NAD 27 (N.M. EAST) N: 457668.16' E: 666153.65'
NAD 83 (DEFLECTION POINT 2) LATITUDE = 32°15'26.04" (32.257234°) LONGITUDE = 103°48'10.50" (103.802917°)
NAD 27 (DEFLECTION POINT 2) LATITUDE = 32°15'25.60" (32.257111°) LONGITUDE = 103°48'08.75" (103.802431°)
STATE PLANE NAD 83 (N.M. EAST) N: 457719.94' E: 705300.61'
STATE PLANE NAD 27 (N.M. EAST) N: 457660.75' E: 664116.94'
NAD 83 (LAST TAKE POINT) LATITUDE = 32°16'04.45" (32.267902°) LONGITUDE = 103°48'10.52" (103.802922°)
NAD 27 (LAST TAKE POINT) LATITUDE = 32°16'04.01" (32.267779°) LONGITUDE = 103°48'08.77" (103.802436°)
STATE PLANE NAD 83 (N.M. EAST) N: 461601.08' E: 705279.97'
STATE PLANE NAD 27 (N.M. EAST) N: 461541.79' E: 664096.41'
NAD 83 (TARGET BOTTOM HOLE) LATITUDE = 32°16'05.34" (32.268150°) LONGITUDE = 103°48'10.52" (103.802922°)
NAD 27 (TARGET BOTTOM HOLE) LATITUDE = 32°16'04.90" (32.268027°) LONGITUDE = 103°48'08.77" (103.802436°)
STATE PLANE NAD 83 (N.M. EAST) N: 461691.06' E: 705279.43'
STATE PLANE NAD 27 (N.M. EAST) N: 461631.77' E: 664095.88'

¹⁷ OPERATOR CERTIFICATION

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

Leslie T. Reeves 2/17/23

Signature Date

LESLIE REEVES

Printed Name

LESLIE_REEVES@OXY.COM

E-mail Address

¹⁸ SURVEYOR CERTIFICATION

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

November 04, 2022

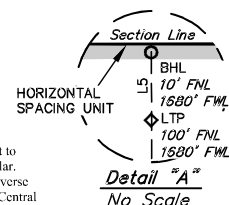
Date of Survey

Signature and Seal of Professional Surveyor:



Certificate Number:

HSU COORDINATES					
	NAD 27 N.M. STATE PLANE, EAST ZONE		NAD 83 N.M. STATE PLANE, EAST ZONE		
POINT	NORTHING	EASTING	NORTHING	EASTING	
A	461639.91'	663735.43'	461699.21'	704918.98'	
B	461646.69'	665054.68'	461705.99'	706238.24'	
C	461660.30'	667691.03'	461719.60'	708874.60'	
D	456378.63'	667722.95'	456437.79'	708906.67'	
E	456358.54'	663765.06'	456417.70'	704948.77'	
F	458999.41'	663750.67'	459058.64'	704934.31'	



NOTE:

- Distances referenced on plat to section lines are perpendicular.
- Basis of Bearings is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-5327	² Pool Code 98236	³ Pool Name WC-015 G-08 S233135D; WOLFCAMP
⁴ Property Code	⁵ Property Name VANADIUM 32 STATE	⁶ Well Number 175H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3359.7'

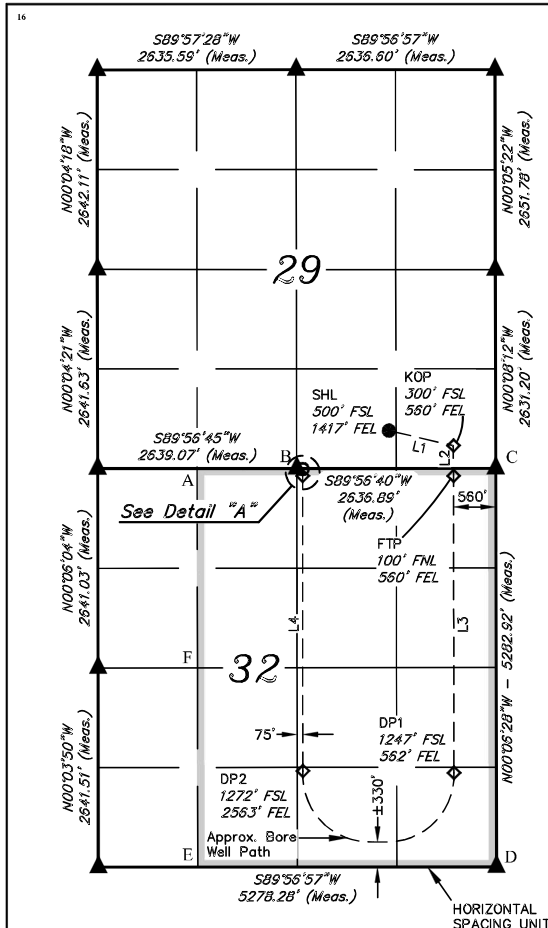
" Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	29	23S	31E		500	SOUTH	1417	EAST	EDDY

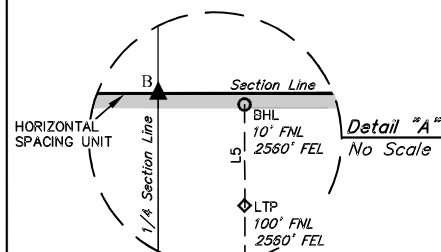
" Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	32	23S	31E		10	NORTH	2560	WEST	EDDY
¹² Dedicated Acres 480	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S78°55'37"E	879.95'
L2	S00°07'48"E	400.00'
L3	S00°05'04"E	3838.00'
L4	N00°03'27"W	3810.72'
L5	N00°06'28"W	90.00'



NAD 83 (SURFACE HOLE LOCATION) LATITUDE = 32°16'10.39" (32.269552°) LONGITUDE = 103°47'45.15" (103.795875°)
NAD 27 (SURFACE HOLE LOCATION) LATITUDE = 32°16'09.94" (32.269429°) LONGITUDE = 103°47'43.40" (103.795389°)
STATE PLANE NAD 83 (N.M. EAST) N: 462212.05' E: 707454.93'
STATE PLANE NAD 27 (N.M. EAST) N: 462152.74' E: 666271.38'
NAD 83 (KICK OFF POINT) LATITUDE = 32°16'08.41" (32.269003°) LONGITUDE = 103°47'35.17" (103.793103°)
NAD 27 (KICK OFF POINT) LATITUDE = 32°16'07.97" (32.268880°) LONGITUDE = 103°47'33.42" (103.792617°)
STATE PLANE NAD 83 (N.M. EAST) N: 462016.64' E: 708312.74'
STATE PLANE NAD 27 (N.M. EAST) N: 461957.34' E: 667129.18'
NAD 83 (FIRST TAKE POINT) LATITUDE = 32°16'04.45" (32.267904°) LONGITUDE = 103°47'35.16" (103.793101°)
NAD 27 (FIRST TAKE POINT) LATITUDE = 32°16'04.01" (32.267781°) LONGITUDE = 103°47'33.42" (103.792616°)
STATE PLANE NAD 83 (N.M. EAST) N: 461616.73' E: 708315.32'
STATE PLANE NAD 27 (N.M. EAST) N: 461557.43' E: 667131.75'
NAD 83 (DEFLECTION POINT 1) LATITUDE = 32°15'25.51" (32.257087°) LONGITUDE = 103°47'35.14" (103.793093°)
NAD 27 (DEFLECTION POINT 1) LATITUDE = 32°15'25.07" (32.256964°) LONGITUDE = 103°47'33.39" (103.792608°)
STATE PLANE NAD 83 (N.M. EAST) N: 457681.55' E: 708337.62'
STATE PLANE NAD 27 (N.M. EAST) N: 457622.36' E: 667153.94'
NAD 83 (DEFLECTION POINT 2) LATITUDE = 32°15'25.76" (32.257155°) LONGITUDE = 103°47'58.44" (103.799568°)
NAD 27 (DEFLECTION POINT 2) LATITUDE = 32°15'25.32" (32.257032°) LONGITUDE = 103°47'56.70" (103.799082°)
STATE PLANE NAD 83 (N.M. EAST) N: 457696.49' E: 706336.04'
STATE PLANE NAD 27 (N.M. EAST) N: 457637.30' E: 665152.36'
NAD 83 (LAST TAKE POINT) LATITUDE = 32°16'04.45" (32.267903°) LONGITUDE = 103°47'58.45" (103.799571°)
NAD 27 (LAST TAKE POINT) LATITUDE = 32°16'04.01" (32.267780°) LONGITUDE = 103°47'56.70" (103.799085°)
STATE PLANE NAD 83 (N.M. EAST) N: 461606.41' E: 706315.73'
STATE PLANE NAD 27 (N.M. EAST) N: 461547.11' E: 665132.17'
NAD 83 (BOTTOM HOLE LOCATION) LATITUDE = 32°16'05.34" (32.268150°) LONGITUDE = 103°47'58.46" (103.799571°)
NAD 27 (BOTTOM HOLE LOCATION) LATITUDE = 32°16'04.90" (32.268027°) LONGITUDE = 103°47'56.71" (103.799085°)
STATE PLANE NAD 83 (N.M. EAST) N: 461696.39' E: 706315.18'
STATE PLANE NAD 27 (N.M. EAST) N: 461637.09' E: 665131.62'

17 OPERATOR CERTIFICATION

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

Leslie T. Reeves 2/17/23

Signature Date

LESLIE REEVES

Printed Name

LESLIE_REEVES@OXY.COM

E-mail Address

18 SURVEYOR CERTIFICATION

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

November 09, 2022

Date of Survey

Signature and Seal of Professional Surveyor:



Certificate Number:

- = SURFACE HOLE LOCATION
- ◆ = KICK OFF/TAKE/ DEFLECTION POINTS
- = BOTTOM HOLE LOCATION
- ▲ = SECTION CORNER LOCATED

NOTE:

- Distances referenced on plat to section lines are perpendicular.
- Basis of Bearings is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)

ISU COORDINATES			
POINT	NAD 27 N.M. STATE PLANE, EAST ZONE	NAD 83 N.M. STATE PLANE, EAST ZONE	
A	461639.91'	663735.43'	461699.21'
B	461646.69'	665054.68'	461705.99'
C	461660.30'	667691.03'	461719.60'
D	456378.63'	667722.95'	456437.79'
E	456358.54'	667650.06'	456417.70'
F	458999.41'	663750.67'	459058.64'



SCALE

DRAWN BY: Z.T. 11-10-22

REV: 1 Z.L. 01-13-23 (BORE CHANGE)

District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
District II
811 S. First St., Artesia, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-9720
District III
1000 Rio Brazos Road, Aztec, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170
District IV
1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 53276	² Pool Code 13367	³ Pool Name COTTON DRAW; BONE SPRING
⁴ Property Code 326058	⁵ Property Name VANADIUM 32 STATE	⁶ Well Number 4H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3359.5'

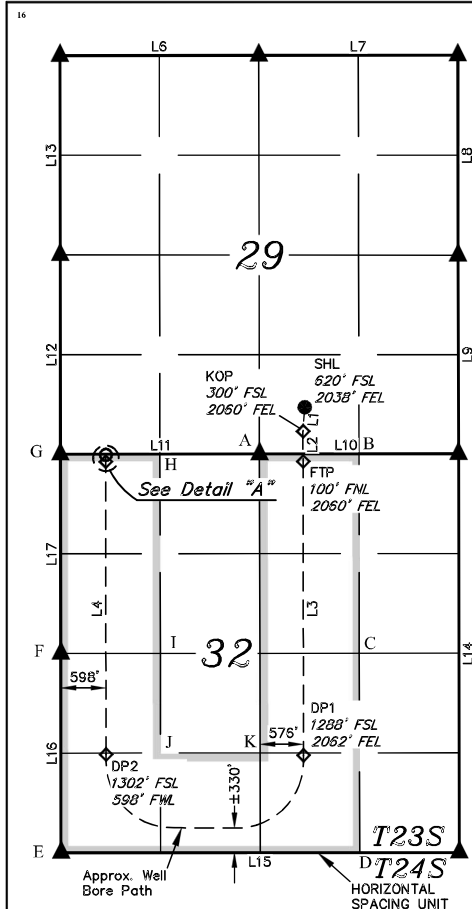
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	29	23S	31E		620	SOUTH	2038	EAST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	32	23S	31E		10	NORTH	600	WEST	EDDY
¹² Dedicated Acres 360	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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



LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	S03°47'48"W	320.72'	L10	S89°56°40"W	2636.89'
L2	S00°07'46"E	400.00'	L11	S89°56°45"W	2639.07'
L3	S00°04'23"E	3895.22'	L12	N00°04'21"W	2641.63'
L4	N00°03'53"W	3880.94'	L13	N00°04'18"W	2642.11'
L5	N00°06°04"W	90.00'	L14	N00°06°28"W	5282.92'
L6	S89°57'28"W	2635.59'	L15	S89°56°57"W	5278.28'
L7	S89°56°57"W	2636.50'	L16	N00°03'50"W	2641.51'
L8	N00°05'22"W	2651.78'	L17	N00°06°04"W	2641.03'
L9	N00°08'12"W	2631.20'			

- = SURFACE HOLE LOCATION
- ◆ = KICK OFF/TAKE/DEFLECTION POINTS
- = BOTTOM HOLE LOCATION
- ▲ = SECTION CORNER LOCATED



SCALE
DRAWN BY: Z.L. 11-09-22

NAD 83 (SURFACE HOLE LOCATION) LATITUDE = 32°16'11.58" (32.269882°) LONGITUDE = 103°47'52.39" (103.797886°)
NAD 27 (SURFACE HOLE LOCATION) LATITUDE = 32°16'11.13" (32.269759°) LONGITUDE = 103°47'50.64" (103.797400°)
STATE PLANE NAD 83 (N.M. EAST) N: 462328.95' E: 706832.94'
STATE PLANE NAD 27 (N.M. EAST) N: 462269.64' E: 665649.39'
NAD 83 (KICK OFF POINT) LATITUDE = 32°16'08.41" (32.269003°) LONGITUDE = 103°47'52.64" (103.797955°)
NAD 27 (KICK OFF POINT) LATITUDE = 32°16'07.97" (32.268880°) LONGITUDE = 103°47'50.89" (103.797469°)
STATE PLANE NAD 83 (N.M. EAST) N: 462008.90' E: 706813.04'
STATE PLANE NAD 27 (N.M. EAST) N: 461949.60' E: 665629.49'
NAD 83 (FIRST TAKE POINT) LATITUDE = 32°16'04.45" (32.267903°) LONGITUDE = 103°47'52.63" (103.797953°)
NAD 27 (FIRST TAKE POINT) LATITUDE = 32°16'04.01" (32.267780°) LONGITUDE = 103°47'50.88" (103.797467°)
STATE PLANE NAD 83 (N.M. EAST) N: 461608.99' E: 706815.62'
STATE PLANE NAD 27 (N.M. EAST) N: 461549.69' E: 665632.06'
NAD 83 (DEFLECTION POINT 1) LATITUDE = 32°15'25.91" (32.257198°) LONGITUDE = 103°47'52.61" (103.797947°)
NAD 27 (DEFLECTION POINT 1) LATITUDE = 32°15'25.47" (32.257075°) LONGITUDE = 103°47'50.86" (103.797462°)
STATE PLANE NAD 83 (N.M. EAST) N: 457714.57' E: 706836.92'
STATE PLANE NAD 27 (N.M. EAST) N: 457655.38' E: 665653.25'
NAD 83 (DEFLECTION POINT 2) LATITUDE = 32°15'26.05" (32.257236°) LONGITUDE = 103°48'23.08" (103.806410°)
NAD 27 (DEFLECTION POINT 2) LATITUDE = 32°15'25.61" (32.257113°) LONGITUDE = 103°48'21.33" (103.805924°)
STATE PLANE NAD 83 (N.M. EAST) N: 457715.40' E: 704220.84'
STATE PLANE NAD 27 (N.M. EAST) N: 457656.20' E: 663037.17'
NAD 83 (LAST TAKE POINT) LATITUDE = 32°16'04.45" (32.267902°) LONGITUDE = 103°48'23.09" (103.806415°)
NAD 27 (LAST TAKE POINT) LATITUDE = 32°16'04.00" (32.267779°) LONGITUDE = 103°48'21.34" (103.805929°)
STATE PLANE NAD 83 (N.M. EAST) N: 461595.53' E: 704200.19'
STATE PLANE NAD 27 (N.M. EAST) N: 461536.24' E: 663016.64'
NAD 83 (BOTTOM HOLE LOCATION) LATITUDE = 32°16'05.34" (32.268149°) LONGITUDE = 103°48'23.09" (103.806415°)
NAD 27 (BOTTOM HOLE LOCATION) LATITUDE = 32°16'04.89" (32.268026°) LONGITUDE = 103°48'21.35" (103.805929°)
STATE PLANE NAD 83 (N.M. EAST) N: 461685.52' E: 704199.66'
STATE PLANE NAD 27 (N.M. EAST) N: 461626.22' E: 663016.10'

¹⁷ OPERATOR CERTIFICATION

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

Leslie T. Reeves 2/17/2022

Signature Date

LESLIE REEVES

Printed Name

LESLIE_REEVES@OXY.COM

E-mail Address

¹⁸ SURVEYOR CERTIFICATION

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

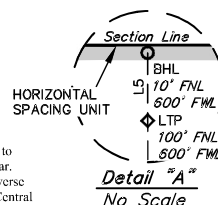
November 04, 2022

Date of Survey
Signature and Seal of Professional Surveyor:



Certificate Number:

HSU COORDINATES				
	NAD 27 N.M. STATE PLANE, EAST ZONE	NAD 83 N.M. STATE PLANE, EAST ZONE		
POINT	NORTHING	EASTING	NORTHING	EASTING
A	461646.69'	665054.68'	461705.99'	706238.24'
B	461653.50'	666372.86'	461712.79'	707556.42'
C	459012.78'	666388.26'	459072.01'	707571.89'
D	456371.93'	666403.65'	456431.09'	707587.37'
E	456351.84'	662445.76'	456411.00'	703629.47'
F	458992.73'	662431.83'	459051.96'	703615.46'
G	461633.14'	662416.17'	461692.43'	703599.72'
H	461639.91'	663735.43'	461699.21'	704918.98'
I	458999.41'	663750.67'	459058.64'	704934.31'
J	457678.98'	663757.87'	457738.17'	704941.54'
K	457685.67'	665076.94'	457744.86'	706260.61'



- NOTE:
- Distances referenced on plat to section lines are perpendicular.
 - Basis of Bearings is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)



**OXY USA WTP Limited Partnership / OXY USA INC /
OCCIDENTAL PERMIAN LTD**
A subsidiary of Occidental Petroleum Corporation

5 Greenway Plaza, Suite 110, Houston, Texas 77046
P.O. Box 4294, Houston, Texas 77210-4294
Direct: 713-497-2503
Steven_Leung@oxy.com

3/9/2023

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: Application for Amendment to Pool and Lease Commingle Permit and Off-lease Measurement, Sales, & Storage for Wells at the Pure Gold Battery in Eddy County, New Mexico.

Dear Interest Owner:

This is to advise you that OXY USA INC is filing an amendment to Order CTB-987 for surface commingling at the Pure Gold Battery. A copy of the application submitted to the Division is attached.

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

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

For questions regarding this application, please contact Steven Leung at 713-497-2503.

Respectfully,

A handwritten signature in blue ink, appearing to read "Steven Leung".

OXY USA INC
Steven Leung
Regulatory Engineer
Steven_Leung@oxy.com

Company Name	Name	Address Line 1	City	State	ZIP	PIC	Mailing Date
COMMISSIONER OF PUBLIC LANDS	STATE OF NEW MEXICO	P O BOX 1148	SANTA FE	NM	87504	_9414811898765836896647	3/9/2023
	SUNSET PRODUCTION CORPORATION	P O BOX 2239	GEORGETOWN	TX	78627	_9414811898765836896630	3/9/2023

Carlsbad Current Argus.

PART OF THE USA TODAY NETWORK

Affidavit of Publication

Ad # 0005592108

This is not an invoice

OXY USA INC

5 GREENWAY PLAZA OFFICE 29.076

HOUSTON, TX 77046

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

02/15/2023

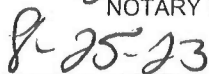


Legal Clerk

Subscribed and sworn before me this February 15,
2023:



State of WI, County of Brown
NOTARY PUBLIC



My commission expires

SHELLY HORA
Notary Public
State of Wisconsin

Notice of Application for Surface Commingling

OXY USA INC located at 5 Greenway Plaza, Suite 110 Houston TX 77046 is applying to the NMOCD to amend surface commingle permit CTB-987 for oil production at the Pure Gold CTB Train 3. The facility is located in Eddy County, Section 29 T23S-R31E. Wells going to this train are located in Section 29, 31, and 32 in T23S-R31E. Production is from the Cotton Draw; Bone Spring and WC-015 G-08 S233135D; WOLFCAMP.

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

For questions pertaining to the application, please contact Steven Leung at 713-497-2503.

#5592108, Current Argus,
Feb. 15, 2023

Ad # 0005592108

PO #: PURE GOLD

of Affidavits 1

This is not an invoice

NM State Land Office
Oil, Gas, & Minerals Division

STATE/STATE OR
STATE/FEE
Revised March 2017

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL MEN BY THESE PRESENTS:

Well Name: **Vanadium 32 State #171H**

STATE OF NEW MEXICO)
SS)

API #: 30 - **15** - **47433**

COUNTY OF **Eddy**)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of **March 1st**, 20 **21**, 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, 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 **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.

ONLINE version
March, 2017

State/State
State/Fee

2021 OCT 25 AM 9:28

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/2W/2**

Of Sect(s) **32** Twnshp **23S** Rng **31E** NMPM **Eddy** County, NM

containing **160** 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/or 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 4, 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.

ONLINE version
March, 2017

State/State
State/Fee

2021 OCT 25 AM 9:28

4. OXY USA Inc. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by OXY USA 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; 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

ONLINE version
March, 2017

State/State
State/Fee

2021 OCT 25 3 AM 9:28

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.

ONLINE version
March, 2017

State/State
State/Fee

2021 OCT 25 AM 9:28
4

OPERATOR: OXY USA Inc.

BY: John V. Schneider, Attorney-in-fact

John V. Schneider
Name and Title of Authorized Agent
Signature of Authorized Agent

2021 OCT 25 AM 9:28

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: _____

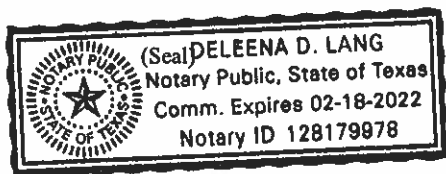
Acknowledgment in an Representative Capacity

State of **Texas**)
County of **Harris**)

This instrument was acknowledged before me on October 7, 2021 Date

By **JOHN V. SCHNEIDER** as Attorney-In-Fact of OXY USA Inc., a Delaware corporation, on behalf of said corporation.

Name(s) of Person(s)



Deleena D. Lang
Signature of Notarial Officer

My commission expires: 02/18/2022

LEASE #: **L0 6442-0001**

LESSEE OF RECORD: **EOG RESOURCES INC.**

BY: Matthew W Smith Agent & Attorney-in-Fact
Name & Title of Authorized Agent

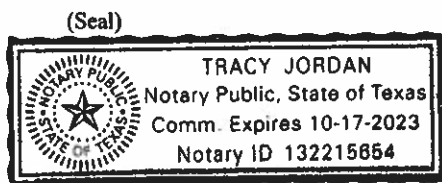
Signature of Authorized Agent

2021 OCT 25 AM 9:28

Acknowledgment in an Individual Capacity

State of Texas)
County of Midland)
SS)

This instrument was acknowledged before me on September 29, 2021 Date
By Matthew W Smith, Agent & Attorney-in-Fact, on behalf of EOG Resources, Inc.
Name(s) of Person(s)



Tracy Jordan
Signature of Notarial Officer

My commission expires: 10-17-2023

Acknowledgment in an Representative Capacity

State of **TEXAS**)
County of **HARRIS**)
SS)

This instrument was acknowledged before me on _____ Date

By **JOHN V. SCHNEIDER as Attorney-in-Fact of OXY USA Inc., a Delaware corporation, on behalf of said corporation.**

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: **02/18/2022**

6

2021 OCT 25 AM 9:28

Released to Imaging: 6/27/2023 9:45:20 AM

EXHIBIT AAttached to and made a part of that Communitization Agreement dated **March 1, 2021**by and between **OXY USA Inc.** company and **EOG Resources**,**OXY USA Inc.**

the Subdivisions **W/2W/2**,
 Sect **32**, Twnshp **23S**, Rnge **31E**, NMPM **Eddy** County, NM

Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if applicable)

OPERATOR of Communitized Area: **OXY USA Inc.**

DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**

Lessor: **State of New Mexico**

Lessee of Record: **EOG Resources**

Serial No. of Lease: **L0-6442** Date of Lease: **August 1, 1971**

Description of Lands Committed:

Subdivisions: **W/2NW/4**
 Sect **32** Twnshp **23S** Rng **31E** NMPM **Eddy** County NM
 No. of Acres: **80**

2021 OCT 25 AM 9:28

TRACT NO. 2

Lessor: **State of New Mexico**

Lessee of Record: **OXY USA Inc.**

Serial No. of Lease: **V0-3589** Date of Lease: **March 1, 1991**

Description of Lands Committed:

Subdivisions: **W/2SW/4**
 Sect **32** Twnshp **23S** Rng **31E** NMPM **Eddy** County NM
 No. of Acres: **80**

ONLINE version

State/State

March, 2017

State/Fee

7

TRACT NO. 3

Lessor:

Lessee of Record:

Serial No. of Lease:

Date of Lease:

Description of Lands Committed:

Subdivisions:

Sect	Twنشp	Rng	NMPM	County NM
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No. of Acres:

TRACT NO. 4

Lessor:

Lessee of Record:

Serial No. of Lease:

Date of Lease:

Description of Lands Committed:

Subdivisions:

Sect	Twنشp	Rng	NMPM	County NM
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No. of Acres:

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest in Communitized Area
No. 1	80	50.00%
No. 2	80	50.00%
No. 3		
No. 4		
TOTAL	160	100.00%

2021 OCT 25 AM 9:28

ONLINE version
March, 2017

State/State
State/Fee

8

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

**OXY USA Inc
Vanadium 32 State #171H
Wolfcamp**

**Township: 23 South, Range: 31 East, NMPM
Section 32: W2W2**


Eddy County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **March 1, 2021**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 30th day of November, 2021.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

**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 - 53278

STATE OF NEW MEXICO)
SS) Well Name: Vanadium 32 State #175H

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) April 1st, 2023, 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 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.

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/2W/2, E/2

Of Sect(s): 32 Twp: 23S Rng: 32E NMPM Eddy County, NM

Containing 480 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. OXY USA Inc. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by OXY USA 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: OXY USA Inc.

OPERATOR: OXY USA Inc.

BY: James Laning, Attorney-in-Fact (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of Texas)
County of Harris)

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

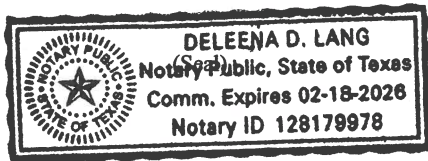
State of Texas)
County of Harris)

This instrument was acknowledged before me on

Date : April 5, 2023

By: James Laning as Attorney-in-Fact of OXY USA INC, a Delaware corporation.

Name(s) of Person(s)



[Signature]

Signature of Notarial Officer

My commission expires: _____

Lease # and Lessee of Record: L0-6442, EOG Resources

BY: Matthew W Smith, Agent + Attorney in Fact (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of Texas)
)
) 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

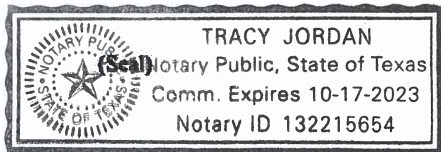
State of Texas)
)
) SS)
County of Midland)

This instrument was acknowledged before me on March 28th

Date: 2023

By: Matthew W Smith

Name(s) of Person(s)



[Signature]

Signature of Notarial Officer

My commission expires: 10-17-2023

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated April, 1, 2023
by and between OXY USA Inc., (Operator) EOG Resources,

_____, _____, _____
_____, (Record Title Holders/Lessees of Record) covering

the Subdivisions : E/2W/2, E/2

Sect(s): 32, Twnshp 23S, Rnge: 31E, NMPM Eddy County, NM

Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if applicable)

OPERATOR of Communitized Area: OXY USA Inc.

DESCRIPTION OF LEASES COMMITTED:

TRACT NO. 1

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: EOG Resources

Serial No. of Lease: L0-6442-0001 Date of Lease: August 1, 1971

Description of Lands Committed:

Subdivisions: E/2NW/4, NE/4

Sect(s): 32 Twnshp: 23S, Rng: 31E NMPM Eddy County NM

No. of Acres: 240

TRACT NO. 2

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: OXY USA Inc.

Serial No. of Lease: V0-3589-0002 Date of Lease: March 1, 1991

Description of Lands Committed:

Subdivisions: E/2SW/4, SE/4

Sect(s): 32 Twnshp: 23S Rng: 31E NMPM

Eddy County, NM

No. of Acres: 240

TRACT NO. 3

Lessor: _____

Lessee of Record: _____

Serial No. of Lease: _____ Date of Lease: _____

Description of Lands Committed:

Subdivisions: _____

Sect(s): _____ Twnshp: _____ Rng: _____ NMPM _____ County, NM

No. of Acres: _____

TRACT NO. 4

Lessor: _____

Lessee of Record: _____

Serial No. of Lease: _____ Date of Lease: _____

Description of Lands Committed:

Subdivisions: _____

Sect(s): _____ Twnshp: _____ Rng: _____ NMPM _____ County, NM

No. of Acres: _____

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100 %)
No. 1	<u>240</u>	<u>50.00%</u>
No. 2	<u>240</u>	<u>50.00%</u>
No. 3	_____	_____
No. 4	_____	_____
TOTALS	<u>480</u>	<u>100.00%</u>

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

Oxy USA, Inc
Vanadium 32 State Com #175H
Wolfcamp
Township: 23 South, Range: 31 East, NMPM
Section 32: E2W2, E2

Eddy County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **April 01, 2023**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 17th day of April, 2023.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

**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 - 53279

STATE OF NEW MEXICO) Well Name: Vanadium 32 State #176H
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) April 1st, 2023, 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/2W/2, SW/4SE/4, E/2E/2

Of Sect(s): 32 Twp: 23S Rng: 31E NMPM Eddy County, NM

Containing 360 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. OXY USA Inc. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by OXY USA 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

ONLINE
version
December 9, 2021

State/State

3

2023 APR 11 AM 9:43

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: OXY USA Inc.

ONLINE
version
December 9, 2021

State/State

2023 APR 11 AM 9:43

4

OPERATOR: OXY USA Inc.

BY: James Loring, Attorney-in-Fact (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of Texas)
County of Harris)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

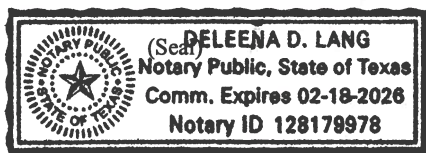
Acknowledgment in an Representative Capacity

State of Texas)
County of Harris)

This instrument was acknowledged before me on

Date : April 5, 2023

By: James Loring as Attorney-in-Fact of OXY USA INC., a Delaware Corporation.
Name(s) of Person(s)



[Signature]
Signature of Notarial Officer

My commission expires: _____

Lease # and Lessee of Record: L0-6442, EOG Resources

BY: Matthew W Smith, Agent + Attorney in Fact (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of Texas)
)
County of)

This instrument was acknowledged before me on _____ Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

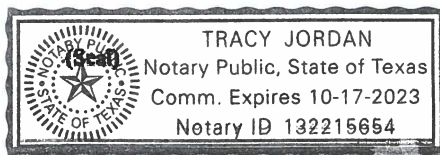
Acknowledgment in an Representative Capacity

State of Texas)
)
County of Midland)

This instrument was acknowledged before me on March 28th Date: 2023

By: Matthew W Smith

Name(s) of Person(s)



[Signature] Signature of Notarial Officer

My commission expires: 10-17-2023

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated April, 1, 20 23
by and between OXY USA Inc., (Operator) EOG Resources,

_____, _____,
_____, (Record Title Holders/Lessees of Record) covering

the Subdivisions : E/2W/2, SW/4SE/4, E/2E/2

Sect(s): 32, Twnshp 23S, Rnge: 31E, NMPM Eddy County, NM

Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if
applicable)

OPERATOR of Communitized Area: OXY USA Inc.

DESCRIPTION OF LEASES COMMITTED:

TRACT NO. 1

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: EOG Resources

Serial No. of Lease: L0-6442-0001 Date of Lease: August 1, 1971

Description of Lands Committed:

Subdivisions: E/2NW/4, E/2NE/4

Sect(s): 32 Twnshp: 23S, Rng: 31E NMPM Eddy County NM

No. of Acres: 160

TRACT NO. 2

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: OXY USA Inc.

Serial No. of Lease: V0-3589-0002 Date of Lease: March 1, 1991

Description of Lands Committed:

Subdivisions: E/2SW/4, SW/4SE/4, E/2SE/4

Sect(s): 32 Twnshp: 23S Rng: 31E NMPM

Eddy County, NM

No. of Acres: 200

TRACT NO. 3

Lessor: _____

Lessee of Record: _____

Serial No. of Lease: _____ Date of Lease: _____

Description of Lands Committed: _____

Subdivisions: _____

Sect(s): _____ Twnshp: _____ Rng: _____ NMPM _____ County, NM

No. of Acres: _____

TRACT NO. 4

Lessor: _____

Lessee of Record: _____

Serial No. of Lease: _____ Date of Lease: _____

Description of Lands Committed: _____

Subdivisions: _____

Sect(s): _____ Twnshp: _____ Rng: _____ NMPM _____ County, NM

No. of Acres: _____

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	<u>160</u>	<u>44.44%</u>
No. 2	<u>200</u>	<u>55.56%</u>
No. 3	_____	_____
No. 4	_____	_____
TOTALS	<u>480</u>	<u>100.00%</u>

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated April, 1, 2023
by and between OXY USA Inc., (Operator) EOG Resources,

_____, (Record Title Holders/Lessees of Record) covering

the Subdivisions : E/2W/2, SW/4SE/4, E/2E/2

Sect(s): 32, Twnshp: 23S, Rnge: 31E, NMPM Eddy County, NM

Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if applicable)

OPERATOR of Communitized Area: OXY USA Inc.

DESCRIPTION OF LEASES COMMITTED:

TRACT NO. 1

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: EOG Resources

Serial No. of Lease: L0-6442-0001 Date of Lease: August 1, 1971

Description of Lands Committed:

Subdivisions: E/2NW/4, E/2NE/4

Sect(s): 32 Twnshp: 23S, Rng: 31E NMPM Eddy County NM

No. of Acres: 160

TRACT NO. 2

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: OXY USA Inc.

Serial No. of Lease: V0-3589-0002 Date of Lease: March 1, 1991

Description of Lands Committed:

Subdivisions: E/2SW/4, SW/4SE/4, E/2SE/4

Sect(s): 32 Twnshp: 23S Rng: 31E NMPM

Eddy County, NM

No. of Acres: 200

TRACT NO. 3

Lessor: _____

Lessee of Record: _____

Serial No. of Lease: _____ Date of Lease: _____

Description of Lands Committed: _____

Subdivisions: _____

Sect(s): _____ Twnshp: _____ Rng: _____ NMPM _____ County, NM

No. of Acres: _____

TRACT NO. 4

Lessor: _____

Lessee of Record: _____

Serial No. of Lease: _____ Date of Lease: _____

Description of Lands Committed: _____

Subdivisions: _____

Sect(s): _____ Twnshp: _____ Rng: _____ NMPM _____ County, NM

No. of Acres: _____

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	<u>160</u>	<u>44.44%</u>
No. 2	<u>200</u>	<u>55.56%</u>
No. 3	_____	_____
No. 4	_____	_____
TOTALS	<u>360</u>	<u>100.00%</u>

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Oxy USA, Inc
 Vanadium 32 State Com #176H
 Bone Spring
Township: 23 South, Range: 31 East, NMPM
 Section 32: E2W2, E2E2, SW4SE4

Eddy County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **April 01, 2023**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 17th day of April, 2023.


 COMMISSIONER OF PUBLIC LANDS
 of the State of New Mexico

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/2W/2, SE/4SW/4, W/2E/2

Of Sect(s): 32 Twp: 23S Rng: 31E NMPM Eddy County, NM

Containing 360 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. OXY USA Inc. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by OXY USA 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: OXY USA Inc.

OPERATOR: OXY USA Inc.

BY: James Loring, Attorney-in-Fact (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)
mc

Acknowledgment in an Individual Capacity

State of Texas)
County of Harris)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

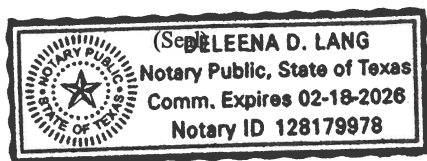
Acknowledgment in an Representative Capacity

State of Texas)
County of Harris)

This instrument was acknowledged before me on

Date: April 5, 2023

By: James Loring as Attorney-in-Fact of OXY USA INC., a Delaware corporation.
Name(s) of Person(s)



[Signature]

Signature of Notarial Officer

My commission expires: _____

Lease # and Lessee of Record: L0-6442, EOG Resources

BY: Matthew W Smith, Agent Attorney-in-Fact (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of Texas)
)
County of)

This instrument was acknowledged before me on _____ Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

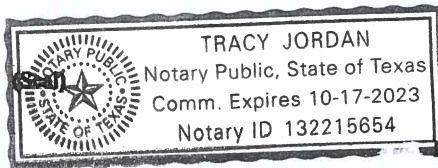
Acknowledgment in an Representative Capacity

State of Texas)
)
County of Midland)

This instrument was acknowledged before me on March 28th Date: 2023

By: Matthew W Smith

Name(s) of Person(s)



Tracy Jordan (Signature of Notarial Officer)

My commission expires: 10-17-2023

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated April, 1, 2023
 by and between OXY USA Inc., (Operator) EOG Resources,
 _____,
 _____, (Record Title Holders/Lessees of Record) covering
 the Subdivisions : W/2W/2, SE/4SW/4, W/2E/2

Sect(s): 32, Twnshp 23S, Rnge: 31E, NMPM Eddy County, NM
 Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if
 applicable)

OPERATOR of Communitized Area: OXY USA Inc.

DESCRIPTION OF LEASES COMMITTED:**TRACT NO. 1**

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: EOG Resources

Serial No. of Lease: L0-6442-0001

Date of Lease: August 1, 1971

Description of Lands Committed:

Subdivisions: NW/4NW/4, SW/NW/4, NW/4NE/4, SW/4NE/4

Sect(s): 32 Twnshp: 23S, Rng: 31E NMPM Eddy County NM

No. of Acres: 160

TRACT NO. 2

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: OXY USA Inc.

Serial No. of Lease: V0-3589-0002

Date of Lease: March 1, 1991

Description of Lands Committed:

Subdivisions: NW/4SW/4, SW/4SW/4, SE/4SW/4, NW/4SE/4, SW/4SE/4

Sect(s): 32 Twnshp: 23S Rng: 31E NMPM

Eddy County, NM

ONLINE
 version
 August, 2021

State/State

No. of Acres: 200**RECAPITULATION**

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	<u>160</u>	<u>44.44%</u>
No. 2	<u>200</u>	<u>55.56%</u>
No. 3	<u> </u>	<u> </u>
No. 4	<u> </u>	<u> </u>
TOTALS	<u>360</u>	<u>100.00%</u>

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Oxy USA, Inc
 Vanadium 32 State Com #004H
 Bone Spring
Township: 23 South, Range: 31 East, NMPM
Section 32: W2W2, SE4SW4, W2E2

Eddy County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **April 01, 2023**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 17th day of April, 2023.


 COMMISSIONER OF PUBLIC LANDS
 of the State of New Mexico

NEW MEXICO

Project: NAD27
Scale: 1:10,000

Last Update: 2/23/2023
Author: freemand

NMNM 0545035

29

NMNM 0281482A

28

NMNM 040659



Pure Gold CTB

NMNM 021640

VANADIUM 32 STATE 171H

NMNM 0546732A

31

NMNM 0544986B

23S 31E

L064421

32

V035892

VANADIUM 32 STATE #4H

VANADIUM 32 STATE #5H

VANADIUM 32 STATE #176H

VANADIUM 32 STATE #175H

NMNM 045236

33

24S 31E

NMNM 104730

NMNM 082904

6

5

4

☐ VANADIUM 32 STATE 171H

Legend

● - Wells

 Pure Gold CTB

Layer

Comm. Agreement:

Vanadium 32 State 176H

Vanadium 32 State 4H

Vanadium 32 State 5H, 175H

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

**APPLICATION FOR SURFACE COMMINGLING
SUBMITTED BY OXY USA, INC.**

ORDER NO. PLC-897

ORDER

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

FINDINGS OF FACT

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

CONCLUSIONS OF LAW

8. 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.
9. 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.

10. 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.
11. 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.
12. Commingling of oil production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10.B.(3) NMAC and 19.15.12.10.C.(4)(h) NMAC.
13. 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.
14. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

ORDER

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

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

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

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

2. This Order supersedes Order CTB-987.
3. The allocation of oil production to wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
4. The allocation of oil production shall be based on the production life of each well as measured for three periods: (a) the initial production period shall be measured from the first production until the earlier of either the peak production rate or thirty (30) days after the first production; (b) the plateau period shall be measured from the end of the initial production

period to the peak decline rate; and (c) the decline period shall be measured from the end of the plateau period until the well is plugged and abandoned.

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

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

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

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

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

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

5. 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.
6. Applicant shall calibrate the meters used to measure or allocate oil production in accordance with 19.15.12.10.C.(2) NMAC.
7. If the commingling of oil production from any pool, lease, or well reduces the value of the commingled oil production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil production caused the decrease in value. If Applicant fails to submit a new

application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.

8. 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.
9. If a well is not included in Exhibit A but produces from a pool and lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil production to it, and the location(s) that commingling of its production will occur.
10. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
11. 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).
12. 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**


DYLAN M. FUGE
DIRECTOR

DATE: 6/26/23

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **PLC-897**

Operator: **Oxy USA, Inc. (16696)**

Central Tank Battery: **Pure Gold Battery**

Central Tank Battery Location: **UL K, Section 29, Township 23 South, Range 31 East**

Gas Title Transfer Meter Location:

Pools

Pool Name	Pool Code
COTTON DRAW; BONE SPRING	13367
WC-015 G-08 S233135D; WOLFCAMP	98236

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Wolfcamp NMSLO PUN 1388489	W/2 W/2	32-23S-31E
CA Bone Spring NMSLO PUN 0 (4H)	W/2 W/2, W/2 E/2 SE/4 SW/4	32-23S-31E
CA Bone Spring NMSLO PUN 0 (176H)	E/2 W/2, E/2 E/2 SW/4 SE/4	32-23S-31E
CA Wolfcamp NMSLO PUN 0 (175H)	E/2 W/2, E/2	32-23S-31E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-47433	Vanadium 32 State #171H	W/2 W/2	32-23S-31E	98236
30-015-53277	Vanadium 32 State Com #5H	E/2 W/2, E/2	32-23S-31E	98236
30-015-53278	Vanadium 32 State Com #175H	E/2 W/2, E/2	32-23S-31E	98236
30-015-53276	Vanadium 32 State Com #4H	W/2 W/2, W/2 E/2 SE/4 SW/4	32-23S-31E	13367
30-015-53279	Vanadium 32 State Com #176H	E/2 W/2, E/2 E/2 SW/4 SE/4	32-23S-31E	13367

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 195269

CONDITIONS

Operator: OXY USA INC P.O. Box 4294 Houston, TX 772104294	OGRID: 16696
	Action Number: 195269
	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.	6/27/2023