



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
ROSWELL FIELD OFFICE
2909 West Second Street
Roswell, New Mexico 88201-1287

IN REPLY REFER TO:
NMNM116547
3105.2 NM (513)

July 19, 2006

OXY USA WTP Limited Partnership
Attention: Mr. David R. Evans
P.O. Box 50259
Midland, TX 79710-0250

Gentlemen:

Enclosed is one approved copy of Communitization Agreement NMNM116547, involving 80.00 acres of Federal land in lease NM-36497 and 240.00 acres of State land in Eddy County, New Mexico, comprising a 320.00 acre well spacing unit.

The agreement communitizes all rights as to hydrocarbons producible from the Pennsylvanian formation in the E $\frac{1}{2}$ section 13, T. 18 S., R. 27 E., NMPM, and is effective August 17, 2005. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

Any production royalties that are due must be reported and paid within 90 days of the Bureau of Land Management's approval date or the payors will be assessed interest for late payment under the Federal Oil and Gas Royalty Management Act of 1982 (See 30 CFR 218.54). If you need assistance or clarification, please contact the Minerals Management Service at 1-800-525-9167 or 303-231-3504. If you have any questions regarding this approval, please call David Glass at (505) 627-0275.

Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,

Larry D. Bray
Assistant Field Manager,
Lands and Minerals

1 Enclosure:
1 - Communitization Agreement

BEFORE THE OIL CONSERVATION DIVISION
Santa Fe, New Mexico
Case No. 13775 Exhibit No. 2
Submitted by:
OXY USA WTP LTD PARTNERSHIP
Hearing Date: September 28, 2006

Determination - Approval - Certification

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached communitization agreement covering the E½ section 13, T. 18 S., R. 27 E., NMPM, Eddy County, New Mexico, as to hydrocarbons producible from the Pennsylvanian formation. This approval will become invalid if the public interest requirements under section 3105.2-3(e) are not met.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: July 19, 2006



Authorized Officer

Effective: August 17, 2005

Contract No.: Com. Agr. NMNM116547



JUL 24 2006

PATRICK H. LYONS
COMMISSIONER

State of New Mexico
Commissioner of Public Lands

310 OLD SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE

Phone (505) 827-5760
Fax (505) 827-5766
www.nmstatelands.org

July 19, 2006

OXY USA WTP Limited Partnership
Post Office Box 50250
Midland, Texas 79701

Attn: David R. Evans

Re: Communitization Agreement Approval (Pennsylvanian)
Oxy Whiptail State Com Well No. 1
E2, Section 13, Township 18 South, Range 27 East
Eddy County, New Mexico

Dear Mr. Evans:

The Commissioner of Public Lands has this date approved the Oxy Whiptail State Com Well No. 1 Communitization Agreement for the Pennsylvanian formation effective August 17, 2005. Enclosed are five Certificates of Approval.

The term of the agreement is for two years, and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities.

If we may be of further service, please contact Jeff Albers at (505) 827-5759.

Sincerely,

PATRICK H. LYONS
COMMISSIONER OF PUBLIC LANDS

A handwritten signature in black ink, appearing to read "Jami Bailey".

BY:
JAMI BAILEY, Director
Oil, Gas & Minerals Division
(505) 827-5744
PHL/JB/ja
Enclosures

-State Land Office Beneficiaries -

Carrie Tingley Hospital • Charitable Penal & Reform • Common Schools • Eastern NM University • Rio Grande Improvement • Miners' Hospital of NM • NM Boys School • NM Highlands University • NM Institute of Mining & Technology • New Mexico Military Institute • NM School for the Deaf • NM School for the Visually Handicapped • NM State Hospital • New Mexico State University • Northern NM Community College • Penitentiary of New Mexico • Public Buildings at Capital • State Park Commission • University of New Mexico • UNM Saline Lands • Water Reservoirs • Western New Mexico University

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

**OXY USA WTP Limited Partnership
Oxy Whiptail State Com Well No. 1
Eddy County, New Mexico
E2, Section 13, Township 18 South, Range 27 East
Pennsylvanian**

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 **August 17, 2005** 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 **19th day of July, 2006**.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

STATE/FEDERAL
OR
STATE/FEDERAL/FEE
REV. 2/92

COMMUNITIZATION AGREEMENT

Contract No. _____

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto,"

WITNESSETH:

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

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

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

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

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

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

RECEIVED
JUL 11 1992

Township 18 South, Range 27 East, N.M.P.M.

Section 13: E/2

Eddy County, New Mexico

containing 320.00 acres, more or less, and this agreement shall include only the Pennsylvanian formation underlying said lands and the hydrocarbons (hereinafter referred to as communitized substances:) producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty,

such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is August 17, 2005, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on

the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of 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.

11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.
12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

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

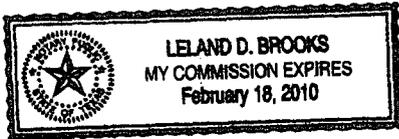
OXY USA WTP Limited Partnership
By: OXY USA Inc., General Partner

DATE: 4-3-06

BY: *Stephen S. Flynn*
Stephen S. Flynn
Attorney-in-Fact

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on April 3rd, 2006, by Stephen S. Flynn, Attorney-in-Fact of OXY USA Inc., a Delaware corporation, as General Partner of OXY USA WTP Limited Partnership, a Delaware limited partnership, on behalf of OXY USA WTP Limited Partnership.



Leland D. Brooks
Notary Public

LESSEES OF RECORD

S. P. Yates

BP America Production Company

By: [Signature]
Name: Peyton Yates
Title: Attorney-in-Fact
Date: 4-25-06

By: _____
Name: E. M. Sierra
Title: Attorney-in-Fact
Date: _____

Chevron U.S.A. Inc.

Yates Petroleum Corporation

By: _____
Name: _____
Title: _____
Date: _____

By: [Signature]
Name: Peyton Yates
Title: Attorney-in-Fact
Date: 4-25-06

Anadarko Production Company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF NEW MEXICO §
 §
COUNTY OF EDDY §

The foregoing instrument was acknowledged before me this 25 day of APRIL 2006 by
Peyton Yates, Attorney-in-Fact for S.P. Yates.

[Signature]
Notary Public

 OFFICIAL SEAL
Barbara Nelson
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 1-8-08

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by E. M. Sierra, as Attorney-in-Fact on behalf of BP America Production Company.

Notary Public

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by _____, as _____ on behalf of Chevron U.S.A. Inc.

Notary Public

STATE OF NEW MEXICO §
 §
COUNTY OF EDDY §

The foregoing instrument was acknowledged before me this 25 day of APRIL, 2006, by Peyton Yates, as Attorney-in-Fact on behalf of Yates Petroleum Corporation.

Barbara Nelson
Notary Public

 OFFICIAL SEAL
Barbara Nelson
NOTARY PUBLIC STATE OF NEW MEXICO
My commission expires: 1-8-08

LESSEES OF RECORD

S. P. Yates

Date: _____

BP America Production Company

By: _____
Name: E. M. Sierra
Title: Attorney-in-Fact
Date: _____

Chevron U.S.A. Inc.

By: D.A. Brelib
Name: D.A. Brelib
Title: Attorney-in-Fact
Date: 4/3/06

Yates Petroleum Corporation

By: _____
Name: _____
Title: _____
Date: _____

Anadarko Production Company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF NEW MEXICO §
 §
COUNTY OF §

The foregoing instrument was acknowledged before me this _____ day of _____ 2006 by S. P. Yates, an individual.

Notary Public

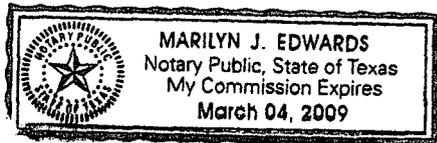
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by E. M. Sierra, as Attorney-in-Fact on behalf of BP America Production Company.

Notary Public

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 3rd day of April, 2006, by D. D. Brehm, as Attorney-in-Fact on behalf of Chevron U.S.A. Inc.



Marilyn J. Edwards
Notary Public

STATE OF NEW MEXICO §
 §
COUNTY OF §

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by _____, as _____ on behalf of Yates Petroleum Corporation.

Notary Public

LESSEES OF RECORD

S. P. Yates

Date: _____

BP America Production Company

By: _____
Name: E. M. Sierra
Title: Attorney-in-Fact
Date: _____

Chevron U.S.A. Inc.

By: _____
Name: _____
Title: _____
Date: _____

Yates Petroleum Corporation

By: _____
Name: _____
Title: _____
Date: _____

Anadarko Petroleum Corporation

By: Michael A. Nixon
Name: Michael A. Nixon
Title: Attorney-in-Fact
Date: 6/5/06

STATE OF NEW MEXICO §
 §
COUNTY OF §

The foregoing instrument was acknowledged before me this _____ day of _____ 2006 by S. P. Yates, an individual.

Notary Public

STATE OF TEXAS §
 montgomery §
COUNTY OF ~~HARRIS~~ §

The foregoing instrument was acknowledged before me this 5th day of June, 2006, by Michael A. Nyson, as Land Manager - West Texas - Mid-con on behalf of Anadarko Production Company.



Lisa E. Dodds
Notary Public

LESSEES OF RECORD

S. P. Yates

Date: _____

BP America Production Company

By: EM Sierra

Name: E. M. Sierra

Title: Attorney-in-Fact

Date: _____

Chevron U.S.A. Inc.

By: _____

Name: _____

Title: _____

Date: _____

Yates Petroleum Corporation

By: _____

Name: _____

Title: _____

Date: _____

Anadarko Production Company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF NEW MEXICO §
 §
COUNTY OF §

The foregoing instrument was acknowledged before me this ____ day of ____ 2006 by S. P. Yates, an individual.

Notary Public

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 19 day of April, 2006, by E. M. Sierra, as Attorney-in-Fact on behalf of BP America Production Company.



Christie M. Smith
Notary Public

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by _____, as _____ on behalf of Chevron U.S.A. Inc.

Notary Public

STATE OF NEW MEXICO §
 §
COUNTY OF §

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by _____, as _____ on behalf of Yates Petroleum Corporation.

Notary Public

EXHIBIT A

Plat of communitized area covering E/2, Sec. 13,
T 18 S, R 27 E, N.M.P.M., Eddy County, New Mexico.

Tract No. 6 NM-36497 80 Acres	Tract No. 2 B-9603 80 Acres
Tract No. 3 B-10456 40 Acres	Tract No. 5 K-5902 40 Acres
OXY Whiptail State Com No. 1 ○ Tract No. 1 B-7298 40 Acres	Tract No. 4 E-5313 40 Acres

13

EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated August 17, 2005, by and between OXY USA WTP Limited Partnership and Anadarko Petroleum Corporation, et al. covering the E/2 of Section 13, T 18 S, R 27 E, N.M.P.M., Eddy County, New Mexico.

Operator of Communitized Area: Occidental Permian Limited Partnership

DESCRIPTION OF LEASES COMMITTED

TRACT NO. 1

Lease Serial No.: B-7298
Lease Date: November 5, 1937
Lessor: State of New Mexico
Lessee of Record: S. P. Yates
Description of Land Committed:
Township 18 South, Range 27 East, Section 13: SW/4SE/4
Number of Acres: 40.00 acres, more or less

TRACT NO. 2

Lease Serial No.: B-9603
Lease Date: April 10, 1942
Lessor: State of New Mexico
Lessee of Record: OXY USA WTP Limited Partnership
Description of Land Committed:
Township 18 South, Range 27 East, Section 13: E/2NE/4
Number of Acres: 80.00 acres, more or less

TRACT NO. 3

Lease Serial No.: B-10456
Lease Date: July 10, 1943
Lessor: State of New Mexico
Lessee of Record: BP America Production Company

Description of Land Committed:

Township 18 South, Range 27 East, Section 13: NW/4SE/4

Number of Acres: 40.00 acres, more or less

TRACT NO. 4

Lease Serial No.: E-5313
Lease Date: June 11, 1951
Lessor: State of New Mexico
Lessee of Record: Chevron U.S.A. Inc.

Description of Land Committed:

Township 18 South, Range 27 East, Section 13: SE/4SE/4

Number of Acres: 40.00 acres, more or less

TRACT NO. 5

Lease Serial No.: K-5902
Lease Date: April 19, 1966
Lessor: State of New Mexico
Lessee of Record: Yates Petroleum Corporation

Description of Land Committed:

Township 18 South, Range 27 East, Section 13: NE/4SE/4

Number of Acres: 40.00 acres, more or less

TRACT NO. 6

Lease Serial No.: NM 36497
Lease Date: July 1, 1979
Lessor: United States of America
Lessee of Record: Anadarko Production Company
Description of Land Committed:
Township 18 South, Range 27 East, Section 13: W/2NE/4
Number of Acres: 80.00 acres, more or less

RECAPITULATION

TRACT NO.	NUMBER OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
Lease No. 1	40.00	12.50%
Lease No. 2	80.00	25.00%
Lease No. 3	40.00	12.50%
Lease No. 4	40.00	12.50%
Lease No. 5	40.00	12.50%
Lease No. 6	<u>80.00</u>	<u>25.00%</u>
	320.00	100.00%

RATIFICATION OF COMMUNITIZATION AGREEMENT

The undersigned, owning leasehold, or other interest in the formation within the E/2 of Section 13, Township 18 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, covered by that certain Communitization Agreement dated August 17, 2005, under which OXY USA WTP Limited Partnership is Operator, does hereby commit said interest(s) to said Communitization Agreement and consent to ratify said Agreement as fully as though the undersigned had executed the original or a counterpart thereof.

Executed by the undersigned as of the date set forth in the acknowledgement.

John A. Yates, Trustee of Trust Q

By: John A. Yates

STATE OF NEW MEXICO)
COUNTY OF Eddy) ss

The foregoing instrument was acknowledged before me this 25 day of APRIL, 2006 by John A. Yates, Trustee of Trust Q.

Witness my hand and official seal.

Barbara Nelson
Notary Public

OFFICIAL SEAL
Barbara Nelson
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 1-8-08

RATIFICATION OF COMMUNITIZATION AGREEMENT

The undersigned, owning leasehold, or other interest in the formation within the E/2 of Section 13, Township 18 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, covered by that certain Communitization Agreement dated August 17, 2005, under which OXY USA WTP Limited Partnership is Operator, does hereby commit said interest(s) to said Communitization Agreement and consent to ratify said Agreement as fully as though the undersigned had executed the original or a counterpart thereof.

Executed by the undersigned as of the date set forth in the acknowledgement.

Yates Drilling Company

Attest: *Janet Richardson*
Janet Richardson,
Assistant Secretary

By: *Tobin Rhodes* *TR*

STATE OF NEW MEXICO)
) ss
COUNTY OF *Eddy*)

The foregoing instrument was acknowledged before me this 25 day of APRIL, 2006 by TOBIN RHODES as Vice President on behalf of Yates Drilling Company.

Witness my hand and official seal.

Barbara Nelson
Notary Public



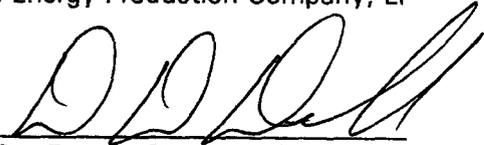
OFFICIAL SEAL
Barbara Nelson
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 1-8-08

RATIFICATION OF COMMUNITIZATION AGREEMENT

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Executed by the undersigned as of the date set forth in the acknowledgement.

Devon Energy Production Company, LP

By: 
D. D. DeCarlo, Vice President

STATE OF OKLAHOMA)
) ss
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 4th day of April, 2006 by D. D. DeCarlo as Vice President on behalf of Devon Energy Production Company, L.P.

Witness my hand and official seal.




Notary Public - Kim Robertson

RATIFICATION OF COMMUNITIZATION AGREEMENT

The undersigned, owning leasehold, or other interest in the formation within the E/2 of Section 13, Township 18 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, covered by that certain Communitization Agreement dated August 17, 2005, under which OXY USA WTP Limited Partnership is Operator, does hereby commit said interest(s) to said Communitization Agreement and consent to ratify said Agreement as fully as though the undersigned had executed the original or a counterpart thereof.

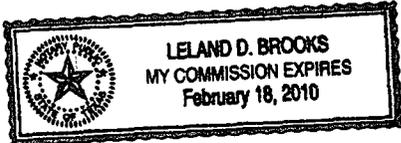
Executed by the undersigned as of the date set forth in the acknowledgement.

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

By: Stephen S. Flynn DRE

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on April 3rd, 2006, by Stephen S. Flynn, Attorney-in-Fact of Occidental Permian Manager LLC, a Delaware limited liability company, as General Partner of Occidental Permian Limited Partnership, a Texas limited partnership, on behalf of Occidental Permian Limited Partnership.



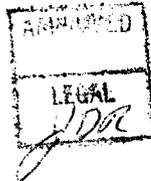
Leland D. Brooks
Notary Public

RATIFICATION OF COMMUNITIZATION AGREEMENT

The undersigned, owning leasehold, or other interest in the formation within the E/2 of Section 13, Township 18 South, Range 27 East, N.M.P.M., Eddy County, New Mexico, covered by that certain Communitization Agreement dated August 17, 2005, under which OXY USA WTP Limited Partnership is Operator, does hereby commit said interest(s) to said Communitization Agreement and consent to ratify said Agreement as fully as though the undersigned had executed the original or a counterpart thereof.

Executed by the undersigned as of the date set forth in the acknowledgement.

Jacobs Engineering Group, Inc.



By: *[Handwritten Signature]*

STATE OF CALIFORNIA)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 2006 by _____ as _____ on behalf of Jacobs Engineering Group, Inc.

Witness my hand and official seal.

See attached

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

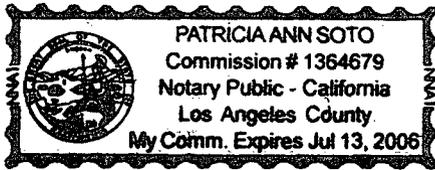
County of Los Angeles } ss.

On April 28, 2006, before me, Patricia Ann Soto, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared John W. Crossen, Jr.
Name(s) of Signer(s)

personally known to me

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Patricia Ann Soto

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

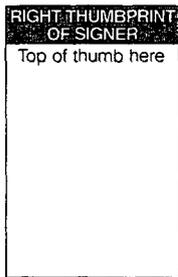
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____