Form C-107-B District I State of New Mexico 1625 N. French Drive, Hobbs, NM 88240 Revised August 1, 2011 Energy, Minerals and Natural Resources Department District II 811 S. First St., Artesia, NM 88210 District III **OIL CONSERVATION DIVISION** Submit the original 1000 Rio Brazos Road, Aztec, NM 87410 1220 S. St Francis Drive application to the Santa Fe District IV office with one copy to the Santa Fe, New Mexico 87505 1220 S. St Francis Dr, Santa Fe, NM appropriate District Office. 87505 **APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP) OPERATOR NAME:** OXY USA INC P O BOX 4294 HOUSTON, TX 77210 **OPERATOR ADDRESS:** APPLICATION TYPE: Deol Commingling Deol and Lease Commingling Off-Lease Storage and Measurement (Only if not Surface Commingled) State Federal LEASE TYPE: Fee Is this an Amendment to existing Order? Xes No PLC-483B 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 Gravities / BTU of Calculated Gravities / Calculated Value of (1) Pool Names and Codes Non-Commingled BTU of Commingled Commingled Volumes Production Production Production 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? \boxtimes Yes \square No. Measurement type: Metering Other (Specify) WELL TEST (4)(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. Must SIGNATURE: TITLE: REGULATORY ENGINEER DATE: 02/16/2022 TYPE OR PRINT NAME SANDRA MUSALLAM TELEPHONE NO.: 713-366-5106

E-MAIL ADDRESS: ____SANDRA_MUSALLAM@OXY.COM__

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	RECEIVED:	REVIEWER:	TYPE:	APP NO:	
.			ABOVE THIS TABLE FOR OCD I	DIVISION USE ONLY	
		- Geologi	CO OIL CONSERV cal & Engineering ancis Drive, Sant	g Bureau –	
		ADMINIST	RATIVE APPLICAT	ON CHECKLI	ST
	THIS CHECK		LL ADMINISTRATIVE APPLIC EQUIRE PROCESSING AT THE		ONS TO DIVISION RULES AND ANTA FE
Ap	plicant: SANDRA MUS	ALLAM		0	GRID Number: 16696
-	II Name: CEDAR CAN		: OTHERS		PI: 30-015-44182 & OTHERS
Poo	DI: PURPLE SAGE; WOLF	CAMP		Po	bol Code: <u>98220</u>
:	SUBMIT ACCURATE	AND COMPLETE IN	FORMATION REQU		ESS THE TYPE OF APPLICATION
1)	A. Location – Sp NSL	acing Unit – Simul NSP(PI	taneous Dedicatio		IDMENT TO PLC-483B
	[I] Comming □DH [II] Injection		LC PC C Jre Increase – Enh	anced Oil Rec	overy
2)	A. Offset ope B. Royalty, o C. Applicatio D. Notificatio F. Surface ov	rators or lease ho verriding royalty o on requires publish in and/or concurr wner	lders wners, revenue ov	vners _O _M	Notice Complete Application Content Complete
3)	H. No notice CERTIFICATION: I h administrative app	required ereby certify that proval is accurate o action will be ta	the information su and complete to t ken on this applice	bmitted with t the best of my	

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

SANDRA MUSALLAM

Print or Type Name

02/16/2022 Date

713-366-5106

Phone Number

SANDRA_MUSALLAM@OXY.COM e-mail Address

SMUSL

Signature

Released to Imaging: 11/23/2022 3:00:31 PM

APPLICATION FOR POOL AND LEASE COMMINGLE, OFF-LEASE MEASUREMENT, SALES AND STORAGE Amended commingling proposal for Cedar Canyon 23 Federal 3H Satellite/Cedar Canyon 22 Satellite

OXY USA INC requests to amend previously approved NMOCD commingle order PLC-483B to add the wells listed below at the Cedar Canyon 22 Satellite (L 22 T24S R29E). The wells are currently at Cedar Canyon 21 Federal Battery, and this commingle request will supersede PLC 541A for the Cedar Canyon 21 Battery wells. In Addition, Riverbend Federal #009 (30-015-28861) has been plugged and will not be moved from PLC 541A to this permit.

This commingle request includes the current and future wells in the pools and leases/CAs listed below.

Cedar Canyon 22 Satellite Train #1 (L 22 T24S R29E)

Wells to be added:

Well Name	ΑΡΙ	Surface Location	Date Online	Oil (BPD)	API Gravity	Gas (MSCFD)	BTU/CF	Water (BWPD)
POOL: CORRAL DRAW; BONE SPRING	(96238)							
Federal CA PENDING Lease (NMNM	85893, NMNM8655	0 & NMNM869	08) (BLM 12.5	% Royalt	y Rate)			
Cedar Canyon 21 Fed Com 22 H	30-015-44190	E-21-24S-29E	Nov-2017	54	44.5	366	1335	128
Cedar Canyon 21 Fed Com 23 H	30-015-44191	E-21-24S-29E	Nov-2017	53	44.4	319	1320	144
Cedar Canyon 21 Fed Com 21 H	30-015-44181	A-21-24S-29E	Nov-2017	33	43.1	251	1296	120
Federal CA NMNM136578 Lease (NM	1NM13996 & NMN	M81586) (BLM	12.5% Royalty	Rate)				
Cedar Canyon 22 Fed Com 5H	30-015-43758	M-22-24S-29E	Nov-2016	31	43.3	342	1296	109

POOL: PIERCE CROSSING; BONE SPRING E (96473)

Federal CA PENDING Lease (NMNM	35893, NMNM8655	0, NMNM86908	8 & NMNM81	586) (BLN	l 12.5% Roy	alty Rate)		
Cedar Canyon 21-22 Fed Com 32H	30-015-44176	E-21-24S-29E	Nov-2017	112	44	618	1322	980

POOL: PURPLE SAGE; WOLFCAMP (98220)

Federal CA PENDING Lease (NMNM85893, NMNM86550 & NMNM86908) (BLM 12.5% Royalty Rate)

	ſ	Cedar Canyon 21 Fed Com 31H	30-015-44182	A-21-24S-29E	Oct-2017	47	44.5	273	1290	327
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POOL: CEDAR CANYON; DELAWARE (11540)

Lease NMNM86550 (BLM 12.5% Royalty Rate)

Yvonne 21 Federal #001	30-015-28850	F-21-24S-29E	Dec-1996	11	39.7	12	1294	58			

Existing well:

POOL: CORRAL DRAW;BONE SPRING (96238)

Lease NMNM081586 (BLM 12.5% Royalty Rate)

	Well Name	ΑΡΙ	Surface Location	Date Online	Oil (BPD)	API Gravity	Gas (MSCFD)	BTU/CF	Water (BWPD)
C	Cedar Canyon 22 001H	30-015-40668	K-22-24S-29E	Apr-2013	56	44	477	1308	93

Cedar Canyon 23 Federal 3H Satellite (I 22 T24S R29E)

Existing wells:

Federal Lease NMNM81586 (12.5% Royalty Rate). POOL: PIERCE CROSSING; BONE SPRING E (96473)

Well Name	ΑΡΙ	Surface Location	Date Online	Oil (BPD)	API Gravity	Gas (MSCFD)	BTU/CF	Water (BWPD)
Cedar Canyon 22 Fed 21H	30-015-43642	I-22-24S-29E	02/2017	61	43.9	384	1301	150
Cedar Canyon 23-24 Fed 31H	30-015-44179	A-22-24S-29E	09/2017	112	45.5	300	1332	343
Cedar Canyon 23-24 Fed 32H	30-015-44180	A-22-24S-29E	09/2017	115	44.8	414	1301	511
Cedar Canyon 23 Fed 3H	30-015-43290	I-22-24S-29E	02/2017	69	43.5	402	1301	196
Cedar Canyon 23 Fed 4H	30-015-43281	H-22-24S-29E	01/2016	50	42.9	342	1270	128
Cedar Canyon 23 Fed 5H	30-015-43282	A-22-24S-29E	01/2016	62	43.0	247	1301	150
Guacamole CC 24 23 Fed 11H	30-015-45870	C-24-24S-29E	03/2020	42	43.9	606	1271	784
Guacamole CC 24 23 Fed 12H	30-015-45871	F-24-24S-29E	03/2020	54	43.9	1477	1271	161

Federal Lease NMNM81586 (12.5% Royalty Rate). POOL: CORRAL DRAW; BONE SPRING (96238)

Well Name	ΑΡΙ	Surface Location	Date Online	Oil (BPD)	API Gravity	Gas (MSCFD)	BTU/CF	Water (BWPD)
Cedar Canyon 23 1H	30-015-40667	E-23-24S-29E	04/2013	5	44.0	0	1315	304

Federal CA NMNM136823 Lease (NMNM13996 & NMNM81586) (12.5% Royalty Rate)

POOL: PIERCE CROSSING; BONE SPRING E (96473)

Well Name	ΑΡΙ	Surface Location	Date Online	Oil (BPD)	API Gravity	Gas (MSCFD)	BTU/CF	Water (BWPD)
Cedar Canyon 22 Fed Com 4H	30-015-43708	I-22-24S-29E	02/2017	34	43.9	323	1263	102

Federal CA NMNM137568 Lease (NMNM81586, NMNM93477 & NMNM88138) (12.5% Royalty Rate) POOL: PIERCE CROSSING; BONE SPRING E (96473)

Well Name	API	Surface Location	Date Online	Oil (BPD)	API Gravity	Gas (MSCFD)	BTU/CF	Water (BWPD)
Cedar Canyon 23 Fed Com 6H	30-015-44095	I-22-24S-29E	08/2017	113	43	492	1270	180

Cedar Canyon 23 Federal 3H Satellite

The wells flow to the inlet header and are separated at a 10' X 40' three-phase production separator. Oil production flows to two storage tanks located at the Cedar Canyon 22 Satellite then is sold through a LACT meter, which serves as the oil FMP for the purpose of royalty payment. Upstream of the storage tanks, oil from Cedar Canyon 22 Satellite Train #1 is tied in.

Oil production is allocated back to each well based on well test. For testing purposes, the facility is equipped with one 4' X 10' three-phase test separator and six 6' X 20' three-phase test separators. All test vessels are equipped with an oil turbine meter, gas orifice meter and water turbine meter.

All wells at the Cedar Canyon 23 Federal 3H Satellite and Cedar Canyon 22 Satellite Train #1 (current and future wells listed in this application) have been on production for two years or more and are in Range 3 of decline. They are tested at least once per month, as specified in Hearing Order R-14299. Production is allocation to each well based on the aforementioned well tests.

Gas production flows from the production and test separators to a 54" X 10' gas scrubber. It then flows through two orifice meters, which serve as the gas FMPs, then is sent to sales. Gas production is allocated back to the wells at Cedar Canyon 23 Federal 3H Satellite based on the aforementioned well tests. The gas is commingled per PLC 750B.

All water from the Cedar Canyon 23 Federal 3H Satellite is sent to the Cedar Canyon 22 Battery before being sent to the Cedar Canyon water disposal distribution system.

Cedar Canyon 22 Satellite Train #1

The current and future wells listed in this application will flow to the inlet header and be separated at a 6' X 20' threephase production separator. Oil production then flows to two storage tanks located at Cedar Canyon 22 Satellite and then is sold through a LACT meter, which serves as the oil FMP for the purpose of royalty payment. Upstream of the storage tanks, oil from Cedar Canyon 23 Federal 3H Satellite is tied in.

Oil production is allocated back to each well based on well test. For testing purposes, the facility is equipped with a three-phase test separator with an oil turbine meter, gas orifice meter and water turbine meter. The gas orifice meter also serves as a gas FMP.

All wells at the Cedar Canyon 22 Satellite Train #1 (current and future wells listed in this application) and Cedar Canyon 23 Federal 3H Satellite have been on production for two years or more and are in Range 3 of decline. They are tested

at least once per month, as specified in Hearing Order R-14299. Production is allocation to each well based on the aforementioned well tests.

Gas production is measured at an orifice meter on the 6' X 20' three-phase production separator, which also serves as a gas FMP. It then combines with the gas from the test separator and is sent to sales. Gas production from both the production separator and test separator FMPs is allocated back to the wells at Cedar Canyon 22 Satellite Train #1 based on the aforementioned well tests. The gas is commingled per PLC 750B.

All water from the Cedar Canyon 22 Satellite Train #1 is sent to the Cedar Canyon 22 Battery before being sent to the Cedar Canyon water disposal distribution system.

Additional Application Components:

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

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

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

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

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.









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: 713.366.5106 Sandra_Musallam@oxy.com

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February 17, 2022

Re: Request for Pool and Lease Commingling, Off-lease Measurement, Sales, & Storage for Oil Production at Cedar Canyon 23 Federal 3H Satellite and Cedar Canyon 22 Satellite

Dear Interest Owner:

This is to advise you that OXY USA INC is filing an amendment to previously approved order PLC-483B for oil production at Cedar Canyon 23 Federal 3H Satellite and Cedar Canyon 22 Satellite. A copy of the application submitted to the New Mexico Oil Conservation Division is attached. The commingle request includes the current and future wells in the pools and leases/CAs of the wells listed *in the application.*

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 Sandra Musallam at (713) 366-5106.

Respectfully,

OXY USA INC Sandra Musallam Regulatory Engineer - Compliance Lead Sandra Musallam@oxy.com

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					MAILED 02/17/2022
To Name	To Address Line 1	To City	To State	To ZIP	TRACKING NUMBER
BEN J FORTSON III CHILDRENS TRUST	P O BOX 29	FORT WORTH	ТХ	76101	_9414811898765847595850
BEVERLY GAY NICHOLS	2207 SHEPHERDS RIDGE RD	CHARLOTTESVILLE	VA	22901	
BRECK MINERALS LP	PO BOX 911	BRECKENRIDGE	ТХ	76424	
BRIGHAM MINERALS	5914 W COURTYARD DRIVE STE 200	AUSTIN	ТХ	78730	9414811898765847595805
CCB 1998 TRUST	5 WESTOVER RD	FORT WORTH	ТХ	76107	9414811898765847595843
CLAIBORNE LP	500 COMMERCE STREET SUITE 600	FORT WORTH	ТХ	76102	9414811898765847595881
CYDNEY MCDONALD MEDFORD	2111 PAISANO RD	AUSTIN	ТХ	78746	9414811898765847595836
DCB 1998 TRUST	5 WESTOVER RD	FORT WORTH	ТХ	76107	9414811898765847595874
EDNA & CURTIS ANDERSON REV TR	9314 CHERRY BROOK LANE	FRISCO	ТХ	75033	9414811898765847595751
EOG RESOURCES INC	P O BOX 840321	DALLAS	ТХ	75284	9414811898765847595768
EOG RESOURCES INC	P O BOX 2267	MIDLAND	ТХ	79702	9414811898765847595720
FINA OIL AND CHEMICAL COMPANY	P O BOX 200669	HOUSTON	ТХ	77216	9414811898765847595706
					-
INTERNATIONAL PETROLEUM SERVICE CO	P O BOX 201730	DALLAS	тх	75320	9414811898765847595744
JACK SCOTT & SANDRA MCDONALD	4510 HOUSTON	SNYDER	тх	79549	9414811898765847595782
JAN ALICE HERRSTROM	810 FOREST OAKS CIRCLE	WOODWAY	тх	76712	9414811898765847595737
KIMBELL ART FOUNDATION	301 COMMERCE ST SUITE 2300	FORT WORTH	тх	76102	9414811898765847595775
MANIX ROYALTY LTD	PO BOX 2818	MIDLAND	тх	79701	9414811898765847595911
MAP00-NET TX GENERAL PARTNERSHIP	PO BOX 268946	OKLAHOMA CITY	ОК	73126	9414811898765847595966
MARY MARTHA GAINES ENGLAND	P O BOX 541661	GRAND PRAIRIE	ТХ	75054	9414811898765847595928
MCMULLEN MINERALS LLC	PO BOX 470857	FORT WORTH	тх	76147	9414811898765847595904
MICAELLA GAINES KLAPUCH	P O BOX 227	WIMBERLEY	тх	78676	9414811898765847595942
MICHAEL A KULENGUSKI	279 JONES MOUNTAIN ROAD	MADISON	VA	22727	9414811898765847595980
MWB 1998 TRUST	5 WESTOVER RD	FORT WORTH	тх	76107	9414811898765847595935
PEGASUS RESOURCES LLC	PO BOX 733980	DALLAS	тх	75373	9414811898765847595614
PREMIER OIL & GAS INC	P O BOX 1246	ARTESIA	NM	88210	9414811898765847595652
REBECCA GAINES HOOKS	P O BOX 111	WARING	тх	78074	9414811898765847595669
RICHARD K BARR FAMILY TRUST	804 PARK VISTA CIRCLE	SOUTHLAKE	ТХ	76092	9414811898765847595621
ROACH FOUNDATION INC	777 TAYLOR ST PII J	FORT WORTH	тх	76102	9414811898765847595690
ROBERT C GRABLE	201 MAIN STREET STE 2500	FORT WORTH	тх	76102	9414811898765847595645
ROBERT E GAINES JR	P O BOX 105	WARING	ТХ	78074	9414811898765847595683
RUTTER & WILBANKS CORPORATION	PO BOX 3186	MIDLAND	ТХ	79701	9414811898765847595638
SCOTT CRANFORD AP TRUST	3305 CELEBRATION BLVD	SUWANEE	GA	30024	9414811898765847595676
SCOTT E WILSON BYPASS TRUST	11644 BLALOCK LN	HOUSTON	ТХ	77024	9414811898765847595157
SHARBRO ENERGY LLC	PO BOX 840	ARTESIA	NM	88211	9414811898765847595164
SUNDANCE MINERALS I	P O BOX 17744	FORT WORTH	ТХ	76102	9414811898765847595126
TWIN OAKS PETROLEUM LLC	1042 MOUNTAIN VIEW WAY	PINE MOUNTAIN	GA	31822	9414811898765847595102
WILLIAM K BURTON	5 WESTOVER RD	FORT WORTH	ТХ	76107	9414811898765847595195

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To Name	To Address Line 1	To City	To State	To ZIP	TRACKING NUMBER
XTO HOLDINGS LLC	PO BOX 840780	DALLAS	TX	75284	_9414811898765847595140
C MARK WHEELER	PO BOX 248	ROUND ROCK	ТХ	78680	_9414811898765847747280
CHISOS MINERALS LLC	PO BOX 731112	DALLAS	ТХ	75373	_9414811898765847747235
COLLINS & WARE INC	145 E 57TH ST 11TH FL	NEW YORK	NY	10022	_9414811898765847747273
CORNERSTONE FAMILY TRUST	P O BOX 558	PEYTON	CO	80831	_9414811898765847747815
CROWNROCK MINERALS LP	PO BOX 51933	MIDLAND	ТХ	79710	_9414811898765847747853
DAVID H & VICKI MCDONALD	183 G R HOWARD RD	LOVING	NM	88256	_9414811898765847747860
ENRICH H MCDONALD	P O BOX 597	LOVING	NM	88256	_9414811898765847747822
GLEN MCDONALD AND BARBARA MCDONALD	P O BOX 367	LOVING	NM	88256	_9414811898765847747808
JAREED PARTNERS LTD	P O BOX 51451	MIDLAND	ТХ	79710	_9414811898765847747891
LONNY RAY MCDONALD	5506 SIOUX ROAD	CARLSBAD	NM	88220	_9414811898765847747846
PAUL R BARWIS	P O BOX 230	MIDLAND	ТХ	79702	_9414811898765847747884
RAYMOND H AND MARGARET MCDONALD JR	1379 COUNTY RD 3566	DIKE	ТХ	75437	_9414811898765847747839
ROBERT AND BRENDA PATTON	2006 S PEPPERTREE CIRCLE	CARLSBAD	NM	88220	_9414811898765847747877

Carlsbad Current Argus.

Affidavit of Publication Ad # 0005136634 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:

02/18/2022

Legal Clerk

Subscribed and sworn before me this February 18, 2022:

State of WI, County of Brown NOTARY PUBLIC

-7-3

My commission expires

	ALLEN	X
-	KATHLEEN ALLEN	R
	Notary Public	
	Notary	
	State of Wisconsin	

Ad # 0005136634 PO #: # of Affidavits¹

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 apply-ing to the NMOCD for an amendment to previously approved surface commin-gle Order PLC-483B for oil production of wells at Cedar Canyon 23-3H Federal Canyon Battery and Cedar Canyon 22 Satellite. The batteries are located in Eddy County, Section 22 T245 – R29E. Wells going to the afore-mentioned batteries are lo-cated in Sections 21, 22 and 23. Production is from the Corral Draw; Bone Spring, Pierce Crossing; Bone Spring E, Cedar Canyon; Delaware and Purple Sage; Wolfcamp. Pursuant to Statewide Rule 19.15.12.10, interested par-ties must file objections or requests for hearing in writ-Fe office within 20 days af-ter publication, or the NMOCD may approve the application. ing with the division's Santa For questions pertaining to

the application, please contact Sandra Musallam at (713) 366-5106.

#5136634, Current Argus, February 18, 2022

NM OIL CONSERVATION

ARTESIA DISTRICT

MAY 1 9 2017



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ARTESIA DISTRICT



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VM OIL CONSERVATION



State of New Mexico Form C-102 <u>District I</u> 1425 N. Franch Dr., Hobba, NM 48240 Phone: (373) 393-6161 Fex: (375) 393-0720 Energy, Minerals & Natural Resources Department Revised August 1, 2011 Phone: (373) 370-44 <u>Diartiel II</u> 811 S. Flow SL, Arnuño, IAA 88210 Manue: (375) 748-1323 Fan: (375) 748-9720 Submit one copy to appropriate OIL CONSERVATION DIVISION Paintes (373) PA-LLAS FAX: (373) PAI-9700 <u>District III</u> 1000 Ris Brance Road, Astro, NM (7410 Paintes (505) 334-6170 Paz: (505) 334-6170 **District** Office 1220 South St. Francis Dr. Santa Fe, NM 87505 <u>Dioviet IV</u> 1220 S. St. Francis Dr., Sanne Fe, Niel 87305 Pecaes: (305) 476-3460 Fax: (305) 476-3462 AMENDED REPORT WELL LOCATION AND ACREAGE DEDICATION PLAT PLra-Pool Name API Number Pool Code 30-015-43758 Corral Draw Bone <u>96238</u> **Property** Code Property Name Well Number 216106

516	<u>JIQIUG</u> <u>CEDAR CANYON</u>					" FEDEK	RAL COM	5H		
OGRID No.					Operator Name				Elevation	
16696 OXY						OXY USA INC.			2939.7'	
				Surfa	ace Lo	cation				
UL or lot no.	Section	Township	Range		Lot Ida	Feet from the	North/South line	Feet from the	East West line	County
M	22	24 SOUTH	29 EAST, N.	M. P. M.		1120'	SOUTH	207'	WEST	E DDY
			Bottom Ho	le Locatio	on If L	Different I	From Surfac	e		
UL or lot po.	Section	Township	Range		Lot Ida	Feet from the	North/South line	Feet from the	East/West line	County
I	22	24 SOUTH	29 EAST, N.	М.Р.М.		-1090-	SOUTH	-127:	EAST	EDDY
Dedicated		Joint or Iafill	Consolidation Code	Order No.		1715 FS	L 358 P			•
[60)	4			TP -	1710 FSI	L 513 F	M_		

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.





Released to Imaging: 11/23/2022 3:00:31 PM

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<u>3152</u>	07	 	CE	DAR C		FEDERAL COM	[31	н
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					Surface 1	location			
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DISTRICT I P.D. Bez 1980, Robbe, MM 88341-1980

Page 19 of 103

DISTRICT II P.O. Drawer DD, Artesia, NK 662(1-0719

DISTRICT III

1000 Rio Brazos Rd., Aztec, NM 87410

DISTRICT IV P.0. BOX 2088, SANTA PZ, N.M. 87504-2088 State of New Mexico

Energy, Minerals and Natural Resources Department

Form C-102 Ecvised February 10, 1994 Submit to Appropriate District Office State Lease - 4 Copies Fee Lease - 3 Copies

OIL CONSERVATION DIVISION P.O. Box 2088

Santa Fe, New Mexico 87504-2088

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

1	API Number 30-015-28850			Pool Code				Pool Name		
DU-O Property (8820		96238	Property	Name		(Bone Springs) Well Nur		
				YVONNE 21 FEDERAL 1					1	lbet
OCRID No 017891). 			POGO	Operator PRODUC		COMPANY		Elevatio 295	
		<u>، </u>	-		Surface	Loca	tion	<u> </u>	1	
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UL or lot No.	Section	Township	Range	Lot idn	Feet from t	the	North/South line	Feet from the	East/West line	County
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	5. The second	C1/	
Form 3160-5 (June 1990)	000.000.00	N.M. Oil Cons. Division NT OF THE INTERIOR 811 S. 1st Street LAND MANAGEMENTArlesia, NM, 88210-2834	Budget Bureau No. 1004-0135
			NM-86550
Do not use th	his form for proposals to d	AND REPORTS ON WELLS rill or to deepen or reentry to a different estivoir. PR PERMIT—" for such proposals	6. If Indian, Alloces or Tribe Name
	SUBMI	TIN TRIPLICATE	7. If Unit or CA, Agreement Designation
L Type of Well Oil Well	Gas 🗂		8. Well Name and No.
2. Name of Operator	Weil Other		Yvonne 21 Federal #1
	ucing Company	· · · · · · · · · · · · · · · · · · ·	9. API Well No.
3. Address and Telepi P 0 Rox	home No. 10340, Midland, TX	79702-7340 (915)682m68220FFICE	30-015-28850 10. Field and Pool, or Exploratory Area
	Footage, Sec., T., R., M., or Survey E		Corral Draw Delaware
1800' FNL	& 2310' FWL, Section	on 21, T24S, R29E	11. County or Parish, State
	-		Eddy County, NM
12. CHE(s) TO INDICATE NATURE OF NOTICE, REPOR	T. OR OTHER DATA
	OF SUBMISSION	TYPE OF ACTION	
	kice of Intent		Change of Plans
			New Construction
LX su	bsequent Report	XX Plugging Back	Non-Routine Fracturing
C Pie	al Abandonment Nouce	Casing Repair	Water Shut-Off Conversion to Injection
		Other	Dispose Water
			(Note: Report results of multiple completion on Well Completion or Recompletion Report and Log form.)
11/6/96	Set CIBP @ 7000 6538′ (5838	ad depths for all markers and zones pertinent to this work.)* (& T&A the Bone Springs. Perf)" dia holes). 7/ 1400 gals 7-1/2% HCL.	the Delaware 6480'-
11/8/96	Swab test well.	-	2.
11/10/96		7/ 75,400# 16/30 sand. Flow well	L back.
11/11/96	Circ well clear	a. Swab test well.	
11/12/96	RIH w/ producti	on eqpt. Put well on production	1.
	_		6
14. I hereby certify that	the foregoing is the this correct	Carica Proventione Fedineer	11/19/06
Signed	net / Amol	Tide Senior Operations Engineer	Date
	eral or State office use)		
Approved by Conditions of approv	val, if any.	Tide ACCEPTED FOR RECORD ORIG. SGD.) DAVID R. GLASS	Date
	1001, makes it a crime for any person I any matter within its jurisdiction.	inowingly and willfully to make vo any department of ogen y of the United St	ates any false, fictutious or fraudulent statements
A representational as 10 4	- y courses when the percention	*See Instruction on Newerge Side	
		SLM	

Released to Imaging: 11/23/2022 3:00:31 PM

Received by OCD: 3/1/2022 4:15:00 PM

From:	McClure, Dean, EMNRD on behalf of Engineer, OCD, EMNRD
To:	Musallam, Sandra C; Schenkel, Beth V
Cc:	McClure, Dean, EMNRD; Wrinkle, Justin, EMNRD; Powell, Brandon, EMNRD; lisa@rwbyram.com; Paradis, Kyle O; Walls, Christopher
Subject:	Approved Administrative Order PLC-483-C
Date:	Wednesday, November 23, 2022 2:31:00 PM
Attachments:	PLC483C Order.pdf

NMOCD has issued Administrative Order PLC-483-C 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	
30-015-43642	Cedar Canyon 22 Federal #21H	S/2 N/2	22-24S-29E	96473	
20 015 44170		N/2 N/2	23-24S-29E	06473	
30-015-44179	Cedar Canyon 23-24 Federal #31H	N/2 NW/4	24-24S-29E	96473	
30-015-44180	Coder Conver 22 24 Federal #2211	S/2 N/2	23-24S-29E	96473	
30-015-44180	Cedar Canyon 23-24 Federal #32H	S/2 NW/4	24-24S-29E	904/3	
30-015-43708	Cedar Canyon 22 Federal Com #4H	S/2 N/2, N/2 S/2	22-24S-29E	96473	
20.015.42200		N/2 S/2	23-24S-29E	0(472	
30-015-43290	Cedar Canyon 23 Federal #3H	N/2 SW/4	24-24S-29E	96473	
20.015.42201		S/2 N/2	23-24S-29E	0(472	
30-015-43281	Cedar Canyon 23 Federal #4H	S/2 NW/4	24-24S-29E	96473	
20.015.42202		N/2 N/2	23-24S-29E	0(472	
30-015-43282	Cedar Canyon 23 Federal #5H	N/2 NW/4	24-24S-29E	96473	
20.015.44005		N/2 S/2	23-24S-29E	0(452	
30-015-44095	Cedar Canyon 23 Federal Com #6H	N/2 SW/4	24-24S-29E	96473	
20.015.45970	Guacamole CC 24 23 Federal #11H	N/2 N/2	23-24S-29E	0(472	
30-015-45870		N/2 NW/4	24-24S-29E	96473	
20.015.45051		S/2 N/2	23-24S-29E	0(452	
30-015-45871	Guacamole CC 24 23 Federal #12H	S/2 NW/4	24-24S-29E	96473	
30-015-40667	Cedar Canyon 23 #1H	S/2 N/2	23-24S-29E	96238	
20.015.40((0		I J K	22-24S-29E	0(220	
30-015-40668	Cedar Canyon 22 #1H	L	23-24S-29E	96238	
30-015-44190	Cedar Canyon 21 Federal Com #22H	S/2 N/2	21-24S-29E	96238	
30-015-44191	Cedar Canyon 21 Federal Com #23H	S/2 N/2	21-24S-29E	96238	
30-015-44181	Cedar Canyon 21 Federal Com #21H	N/2 N/2	21-24S-29E	96238	
30-015-43758	Cedar Canyon 22 Federal Com #5H	N/2 S/2	22-24S-29E	96238	
20.015 44154	Cedar Canyon 21 22 Federal Com	S/2 N/2	21-24S-29E	0(472	
30-015-44176	#32H	S/2 N/2	22-24S-29E	96473	
30-015-44182	Cedar Canyon 21 Federal Com #31H	N/2	21-24S-29E	98220	
30-015-28850	Yvonne 21 Federal #1	F	21-24S-29E	11540	

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

•

From:	Engineer, OCD, EMNRD
То:	Musallam, Sandra C
Cc:	ROlson@hinklelawfirm.com; acloutier@hinklelawfirm.com; NSteele@hinklelawfirm.com; Engineer, OCD, EMNRD;
	McClure, Dean, EMNRD
Subject:	Protest of surface commingling application PLC-483-C
Date:	Tuesday, March 8, 2022 11:56:10 AM
Attachments:	image001.png
	2022-03-08 Entry of Appearance & Notice of Protest.pdf
Importance:	High

Ms. Musallam,

The Division has received a protest to the surface commingling application PLC-483-C which involves a surface commingling project that includes the Cedar Canyon 22 and Cedar Canyon 23 Federal 3H Satellites and is operated by Oxy USA, Inc. (16696). This application has been submitted to the Division and assigned action ID: 85413 which can be found at <u>OCD Permitting (nm.gov)</u>.

This application will now be placed on hold until the matter is resolved by either the protester withdrawing their protest or by a public hearing.

Please see the attached protest letter for the protester's contact information.

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

From: Davidson, Florene, EMNRD <florene.davidson@state.nm.us>
Sent: Tuesday, March 8, 2022 9:30 AM
To: Salvidrez, Marlene, EMNRD <Marlene.Salvidrez@state.nm.us>; Engineer, OCD, EMNRD
<OCD.Engineer@state.nm.us>
Subject: FW: [EXTERNAL] OXY USA Inc. Request for Amendment to Order No.: PLC-483B
Importance: High

From: Charley Good <<u>CGood@hinklelawfirm.com</u>>
Sent: Tuesday, March 8, 2022 9:27 AM
To: Davidson, Florene, EMNRD <<u>florene.davidson@state.nm.us</u>>
Cc: Rich Olson <<u>ROlson@hinklelawfirm.com</u>>; Andrew Cloutier <<u>ACloutier@hinklelawfirm.com</u>>;
Natalie Steele <<u>NSteele@hinklelawfirm.com</u>>; <u>Sandra_Musallam@oxy.com</u>
Subject: [EXTERNAL] OXY USA Inc. Request for Amendment to Order No.: PLC-483B
Importance: High

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Good morning, Florene -

Please find attached an *Entry of Appearance and Notice of Protest* for filing concerning Order No.: PLC-483B. Please be advised that our clients were informed by OXY USA Inc. that the attached must be submitted to the NM Oil Conservation Division no later than <u>March 9</u>, 2022. Therefore, please let our office know if there is anything additional we need to do in order to make the attached of record. By copy hereof, I am serving Sandra Musallam of OXY USA with the attached.

Thank you for your assistance and attention to this matter.

Very truly yours,

Charley



Charley R. Good, Certified Paralegal, Hinkle Shanor LLP P.O. Box 10 Roswell, New Mexico 88202-0010 (575) 622-6510 telephone (575) 623-9332 facsimile cgood@hinklelawfirm.com This message (including attachments) constitutes a confidential attorney-client or is otherwise a confidential communication from the law firm, Hinkle Shanor LLP, that is covered by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2521, and is intended solely for the use of the individual(s) or entity to whom it is addressed. It is not intended for transmission to, or receipt by, any unauthorized person. If you are not the intended recipient or received these documents by mistake or error, please do not read it and immediately notify us by collect telephone call to (575) 622-6510 for instructions on its destruction or return. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, action or reliance upon the contents of the documents is strictly prohibited. WARNING: Computer viruses can be transmitted via email. The recipient should check this email and any attachments for the presence of viruses. Hinkle Shanor LLP accepts no liability for any damage caused by any virus transmitted by this email.

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From:	Davidson, Florene, EMNRD
То:	Salvidrez, Marlene, EMNRD; Engineer, OCD, EMNRD
Subject:	FW: [EXTERNAL] OXY USA Inc. Request for Amendment to Order No.: PLC-483B
Date:	Tuesday, March 8, 2022 9:30:27 AM
Attachments:	image001.png
	2022-03-08 Entry of Appearance & Notice of Protest.pdf
Importance:	High

From: Charley Good <CGood@hinklelawfirm.com>
Sent: Tuesday, March 8, 2022 9:27 AM
To: Davidson, Florene, EMNRD <florene.davidson@state.nm.us>
Cc: Rich Olson <ROlson@hinklelawfirm.com>; Andrew Cloutier <ACloutier@hinklelawfirm.com>; Natalie Steele <NSteele@hinklelawfirm.com>; Sandra_Musallam@oxy.com
Subject: [EXTERNAL] OXY USA Inc. Request for Amendment to Order No.: PLC-483B
Importance: High

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Thank you for your assistance and attention to this matter.

Very truly yours,

Charley

Charley R. Good, Certified Paralegal, Hinkle Shanor LLP P.O. Box 10 Roswell, New Mexico 88202-0010 (575) 622-6510 telephone (575) 623-9332 facsimile This message (including attachments) constitutes a confidential attorney-client or is otherwise a confidential communication from the law firm, Hinkle Shanor LLP, that is covered by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2521, and is intended solely for the use of the individual(s) or entity to whom it is addressed. It is not intended for transmission to, or receipt by, any unauthorized person. If you are not the intended recipient or received these documents by mistake or error, please do not read it

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

IN RE: OXY USA INC. REQUEST FOR AMENDMENT Order No.: PLC-483B TO ORDER PLC-483B RELATING TO OIL PRODUCTION TO CEDAR CANYON 23 FEDERAL 3H SATELLITE AND CEDAR CANYON 22 SATELLITE

ENTRY OF APPEARANCE AND NOTICE OF PROTEST

HINKLE SHANOR LLP (Richard E. Olson and Andrew J. Cloutier) hereby enter

their appearance on behalf of Rebecca Gaines Hooks, Micaella Gaines Klapuch, Robert

E. Gaines, Jr. and Mary Martha Gaines England (collectively the "Gaines Heirs").

Applicant seeks to measure gas volumes at a central delivery point and allocate back to the wellhead for various specified wells and "other wells." The Gaines Heirs hereby object to entry of any order pertaining to unnamed "other wells" as any such order would deprive interest owners in those unspecified wells of notice and due process.

HINKLE SHANOR L By: Richard E. Olson Andrew J. Cloutier P.O. Box 10 Roswell, New Mexico 88202-0010 Telephone: 575-622-6510 Facsimile: 575-623-9332 E-Mail: rolson@hinklelawfirm.com acloutier@hinklelawfirm.com

Attorneys for the Gaines Heirs

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Entry of Appearance and Notice of Protest was e-mailed to the following on this 8th day of March, 2022:

Florene Davidson Commission Clerk Oil Conservation Commission 1220 S. St. Francis Drive Santa Fe, NM 87505 Florene.Davidson@state.nm.us OXY USA Inc. *Attn: Sandra Musallam Regulatory Engineer Compliance Lead* Sandra Musallam@oxy.com

Richard E. Olson Andrew J. Cloutier

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

IN RE: OXY USA INC. REQUEST FOR AMENDMENT Order No.: PLC-483B TO ORDER PLC-483B RELATING TO OIL PRODUCTION TO CEDAR CANYON 23 FEDERAL 3H SATELLITE AND CEDAR CANYON 22 SATELLITE

STIPULATION BY APPLICANT AND WITHDRAWAL OF NOTICE OF PROTEST

Applicant OXY USA, Inc. hereby stipulates that the "future wells" and "additional pools or leases" referred to in the Application only refer to pools, leases and wells that would produce from the lands and proration units identified in the Application and does not apply to any lands, leases or wells drilled or to be drilled in which Rebecca Gaines Hooks, Micaella Gaines Klapuch, Robert E. Gaines, Jr. and Mary Martha Gaines England (collectively the "Gaines Heirs") currently own a royalty or mineral interest.

Based on the foregoing stipulation, the Gaines Heirs hereby withdraw their Entry of Appearance and Notice of Protest in this matter.

Stipulated to and Submitted by:

HOLLAND & HART LLP

By:

Michael H. Feldewert Adam G. Rankin P.O. Box 2208 Santa Fe, New Mexico 87504 (505) 998-4421 (505) 983-6043 (Facsimile) <u>mfeldewert@hollandhart.com</u> <u>agrankin@hollandhart.com</u>

Attorneys for Applicant OXY USA, Inc.

1 4

HINKLE SHANOR LLP By: Richard E. Olson Andrew J. Cloutier P.O. Box 10 Roswell, New Mexico 88202-0010 (575) 622-6510 (575) 623-9332 (Facsimile) rolson@hinklelawfirm.com acloutier@hinklelawfirm.com

Attorneys for the Gaines Heirs

CERTIFICATE OF SERVICE

OXY USA Inc.

Attn: Sandra Musallam

Regulatory Engineer

Compliance Lead

Sandra Musallam@oxy.com

Marlene Salvidrez Florene Davidson Commission Clerk Oil Conservation Commission 1220 S. St. Francis Drive Santa Fe, NM 87505 <u>Marlene Salvidrez@state.nm.us</u> Florene Davidson@state.nm.us

Michael H. Feldewert Adam G. Rankin P.O. Box 2208 Santa Fe, New Mexico 87504 (505) 998-4421 (505) 983-6043 (Facsimile) <u>mfeldewert@hollandhart.com</u> <u>agrankin@hollandhart.com</u>

Attorneys for Applicant OXY USA, Inc.

Richard E. Olsoń Andrew J. Cloutier

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Cerved by WCD: \$1/2022 4:15:00 PM U.S. Department of the Interior BUREAU OF LAND MANAGEMENT		Sundry Print Repo
Well Name: CEDAR CANYON 22 FEDERAL COM	Well Location: T24S / R29E / SEC 22 / NESE / 32.202503 / -103.964108	County or Parish/State: EDDY / NM
Well Number: 4H	Type of Well: OIL WELL	Allottee or Tribe Name:
Lease Number: NMNM81586	Unit or CA Name: CEDAR CANYON 22 FED COM 4H	Unit or CA Number: NMNM136823
US Well Number: 300154370800S1	Well Status: Producing Oil Well	Operator: OXY USA INCORPORATED

Notice of Intent

Sundry ID: 2699581

Type of Submission: Notice of Intent

Date Sundry Submitted: 10/25/2022

Date proposed operation will begin: 10/25/2022

Type of Action: APD Change Time Sundry Submitted: 09:50

Procedure Description: OXY requests approval of the updated C-102 for Cedar Canyon 22 Federal Com 4H to reflect 320 acres, as established in CA NMNM136823.

NOI Attachments

Procedure Description

CC_22_4H_C_102_Amendment_FINAL_20221025095024.pdf

Received by OCD: 3/1/2022 4:15:00 PM Well Name: CEDAR CANYON 22 FEDERAL COM	Well Location: T24S / R29E / SEC 22 / NESE / 32.202503 / -103.964108	County or Parish/State: EDDY 9f 10.
Well Number: 4H	Type of Well: OIL WELL	Allottee or Tribe Name:
Lease Number: NMNM81586	Unit or CA Name: CEDAR CANYON 22 FED COM 4H	Unit or CA Number: NMNM136823
US Well Number: 300154370800S1	Well Status: Producing Oil Well	Operator: OXY USA INCORPORATED

Operator

I certify that the foregoing is true and correct. Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction. Electronic submission of Sundry Notices through this system satisfies regulations requiring a

Operator Electronic Signature: SANDRA MUSALLAM

Signed on: OCT 25, 2022 09:50 AM

Name: OXY USA INCORPORATED

Title: Regulatory Engineer

Street Address: 5 GREENWAY PLAZA, SUITE 110

City: HOUSTON

State: TX

Phone: (713) 366-5106

Email address: SANDRA_MUSALLAM@OXY.COM

Field

Representative Name: Street Address: City: State: Phone: Email address:

Zip:

Received by WCD:S/1/2022 4:15:00 PM

U.S. Department of the Interior BUREAU OF LAND MANAGEMENT

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
YVONNE 21 FED	1	300152885000S1	NMNM86550	NMNM86550	OXY USA
CEDAR CANYON	5H	300154328200S1	NMNM81586	NMNM81586	OXY USA
CEDAR CANYON	1H	300154066700S1	NMNM81586	NMNM81586	OXY USA
CEDAR CANYON	31H	300154417900S1	NMNM81586	NMNM81586	OXY USA
CEDAR CANYON	4H	300154370800S1	NMNM81586	NMNM136823	OXY USA
CEDAR CANYON	32H	300154417600S1	NMNM85893	NMNM85893	OXY USA
CEDAR CANYON	ЗН	300154329000S1	NMNM81586	NMNM81586	OXY USA
CEDAR CANYON	21H	300154418100S1	NMNM85893	NMNM85893	OXY USA
GUACAMOLE CC	12H	300154587100S1	NMNM81586	NMNM81586	OXY USA
CEDAR CANYON	6H	300154409500S1	NMNM81586	NMNM137568	OXY USA
CEDAR CANYON	22H	300154419000S1	NMNM85893	NMNM85893	OXY USA
CEDAR CANYON	31H	300154418200S1	NMNM85893	NMNM85893	OXY USA
CEDAR CANYON	4H	300154328100S1	NMNM81586	NMNM81586	OXY USA
CEDAR CANYON	5H	300154375800S1	NMNM13996	NMNM136578	OXY USA
CEDAR CANYON	1H	300154066800S1	NMNM81586	NMNM81586	OXY USA
CEDAR CANYON	21H	300154364200S1	NMNM81586	NMNM81586	OXY USA
CEDAR CANYON	32H	300154418000S1	NMNM81586	NMNM81586	OXY USA
GUACAMOLE CC	11H	300154587000S1	NMNM81586	NMNM81586	OXY USA
CEDAR CANYON	23H	300154419100S1	NMNM85893	NMNM85893	OXY USA

Sundry Print Report 11/01/2022

Notice of Intent

Sundry ID: 2690630

Type of Submission: Notice of Intent

Date Sundry Submitted: 09/02/2022

Date proposed operation will begin: 12/01/2022

Type of Action: Commingling (Surface)

Time Sundry Submitted: 08:45

Procedure Description: OXY USA INC requests approval according to 43 CFR 3173.14 (a)(1)(i) to commingle production at the Cedar Canyon 23-3H Battery and Cedar Canyon 22 Satellite Train #1 (AFMSS 2159299 previous approval). This amendment application includes ALL wells/leases/CAs from the previously approved permit in addition to the new leases/CAs. Commingling will not reduce the individual wells' production value or otherwise negatively affect the royalty revenue of the Federal government. It is the most effective means of producing the reserves. Production allocation methodology and other pertinent information are attached.

Surface Disturbance

Is any additional surface disturbance proposed?: No

NOI Attachments

Procedure Description

CC_23_3H_BLM_Submittal_V2_20220902204504.pdf

Operator

I certify that the foregoing is true and correct. Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction. Electronic submission of Sundry Notices through this system satisfies regulations requiring a

Operator Electronic Signature: SANDRA MUSALLAM

Signed on: SEP 02, 2022 08:45 PM

Name: OXY USA INCORPORATED

Title: Regulatory Engineer

Street Address: 5 GREENWAY PLAZA, SUITE 110

State: TX

State:

City: HOUSTON

Phone: (713) 366-5106

Email address: SANDRA_MUSALLAM@OXY.COM

Field

Representative Name:

Street Address:

City:

Phone:

Email address:

Zip:

Page 1 Of 2

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

Run Date/Time: 10/17/2022 13:39 PM

01 02-25-1920;041STAT0437;30USC181 Case Type 318310: O&G COMMUNITZATION AGRMT Commodity 459: OIL & GAS Case Disposition: AUTHORIZED Ca

Total Acres: 160.000

NMNM 136578

Serial Number

Case File Juris: CARLSBAD FIELD OFFICE

Serial Number:	NMNM	136578

Name & Address					Int Rel	% Interest
BLM CARLSBAD FO	620 E GREENE ST	CARLSBAD	NM	882206292	OFFICE OF RECORD	0.000000000
OXY USA INC	PO BOX 4294	HOUSTON	ТΧ	772104294	OPERATOR	100.000000000

				Serial Number: NMNM 136578		
Mer Twp Rng	Sec SType	Nr Suff Subdivision	District/ Field Office	County	Mgmt Agency	
23 0240S 0290E	022 ALIQ	N2S2;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT	

Relinquished/Withdrawn Lands

Serial Number: NMNM-- 136578

Serial Number: NMNM-- 136578

Act Date	Act Co	de Action Txt	Action Remarks	Pending Off
11/01/2016	387	CASE ESTABLISHED		
11/01/2016	516	FORMATION	BONE SPRING	
11/01/2016	526	ACRES-FED INT 100%	160;100%	
11/01/2016	868	EFFECTIVE DATE	/A/	
11/26/2016	654	AGRMT PRODUCING	/1/	
11/26/2016	658	MEMO OF 1ST PROD-ACTUAL	/1/30-015-43758	
12/16/2016	334	AGRMT APPROVED		
12/16/2016	643	PRODUCTION DETERMINATION	/1/	

Line Number	Remark Text	Serial Number: NMNM 136578
0001	/A/ RECAPITULATION EFFECTIVE 11/01/2016	
0002	TR# LEASE SERIAL NO AC COMMITTED % INTEREST	
0003	1 NMNM 13996 40.00 25.00	
0004	2 NMNM 81586 120.00 75.00	
0005	TOTAL 160.00 100.00	

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Run Date/Time: 10/17/2022 13:39 PM

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

Run Date/Time: 10/17/2022 13:40 PM

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

Total Acres: 320.000

NMNM 136823

Serial Number

Case File Juris: CARLSBAD FIELD OFFICE

				S	erial Number: NMN	M 136823
Name & Address					Int Rel	% Interest
OXY USA INC	PO BOX 4294	HOUSTON	тх	772104294	OPERATOR	100.000000000
BLM CARLSBAD FO	620 E GREENE ST	CARLSBAD	NM	882206292	OFFICE OF RECORD	0.000000000

					Serial Nu	nber: NMNM 136823
Mer	Twp Rng	Sec SType	Nr Suff Subdivision	District/ Field Office	County	Mgmt Agency
23	0240S 0290E	022 ALIQ	S2N2,N2S2;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT

Relinguished/Withdrawn Lands

Serial Number: NMNM-- - 136823

				Serial Number: NMNM 136823
Act Date	Act Code Action Txt		Action Remarks	Pending Off
11/01/2016	387	CASE ESTABLISHED		
11/01/2016	516	FORMATION	BONE SPRNG	
11/01/2016	526	ACRES-FED INT 100%	320;100%	
11/01/2016	868	EFFECTIVE DATE	/A/	
01/29/2017	654	AGRMT PRODUCING	/1/	
01/29/2017	658	MEMO OF 1ST PROD-ACTUAL	/1/30-015-43708	
03/07/2017	334	AGRMT APPROVED		
03/07/2017	643	PRODUCTION DETERMINATION	/1/	

Line Number	Remark Text			Serial Number: NMNM 136823
0001	/A/ RECAPITULATION EFFECT	'IVE 11/01/2016		
0002	TR# LEASE SERIAL NO	AC COMMITTED	% INTEREST	
0003	1 NMNM 13996	40.00	12.50	
0004	2 NMNM 81586	280.00	87.50	
0005	TOTAL	320.00	100.00	

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

Run Date/Time: 10/17/2022 13:42 PM	
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01 02-25-1920;041STAT0437;30USC181 Case Type 318310: O&G COMMUNITZATION AGRMT Commodity 459: OIL & GAS Case Disposition: AUTHORIZED Case File Juris:

Total Acres: 240.000

NMNM 137568

Serial Number

Serial Number: NMNM-- - 137568

Name & Address					Int Rel	% Interest
BLM CARLSBAD FO	620 E GREENE ST	CARLSBAD	NM 882	32206292	OFFICE OF RECORD	0.000000000
OXY USA INC	PO BOX 4294	HOUSTON	TX 772	2104294	OPERATOR	100.000000000

							Serial Nur	nber: NMNM 137568
Mer	Twp Rng	Sec	SType	Nr	Suff Subdivision	District/ Field Office	County	Mgmt Agency
23	0240S 0290E	023	ALIQ		N2S2;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT
23	0240S 0290E	024	ALIQ		N2SW;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 137568

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				Serial Number: NMNM 137568
Act Date	Act Co	ode Action Txt	Action Remarks	Pending Off
06/08/2017	580	PROPOSAL RECEIVED	CA RECD	
07/15/2017	387	CASE ESTABLISHED		
07/15/2017	516	FORMATION	BONE SPRING;	
07/15/2017	526	ACRES-FED INT 100%	240;100%	
07/15/2017	868	EFFECTIVE DATE	/A/	
08/06/2017	654	AGRMT PRODUCING	NMNM137568,23-6H	
01/10/2018	334	AGRMT APPROVED		
01/10/2018	690	AGRMT VALIDATED		

Line Number	Remar	k Text			S
0001	/A/ F	RECAP EFFECTIVE 0	7/15/2017		
0002	TR#	LEASE SERIAL NO	AC COMMITTED	% INT	
0003	1	NMNM 81586	160.00	66.66666	
0004	2	NMNM 93477	40.00	16.66667	
0005	3	NMNM 88138	40.00	16.66667	

TOTAL

Serial Number: NMNM-- - 137568

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100.00000

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

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Run Date/Time: 10/17/2022 13:42 PM

Federal Communitization Agreement

Contract No.

THIS AGREEMENT entered into as of the <u>28th</u> day of <u>September, 2017</u>, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

Township 24 South, Range 29 East, Section 21: N/2N/2, Eddy County, New Mexico.

Containing <u>160.00</u> acres, and this agreement shall include only the <u>Bone Spring</u> <u>Formation</u> underlying said lands and the crude oil and associated natural gas hereafter referred to as "communitized substances," producible from such formation.

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

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

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

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

- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is September 28, 2017, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their

Page 3 of 12

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

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

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

> **OXY USA Inc.** Operator

<u>3-16-2022</u> Date

Bv: James Laning, Attorney-In-Fact

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ACKNOWLEDGEMENT

STATE OF TEXAS COUNTY OF HARRIS

th This instrument was acknowledged before me on 20<u>2</u>, by

JAMES LANING, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.

))

)



Notary Public in and for the State of Texas

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SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING INTEREST

COMMUNITIZATION AGREEMENT:

I, the undersigned, hereby certify, on behalf of OXY USA Inc., the Operator under the captioned Communitization Agreement, that all working interest owners shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the true and correct owners of the leases committed to the Communitization Agreement, and the consents of the requisite working interest owners have been obtained.

I, further certify that the Communitization Agreement follows the standard form except for Sections 1 and 10.

NAME:	7 /
Printed: James Laning	(vr

Title: Attorney-in-fact

Phone number: (713)215-7000

Email: james_laning@oxy.com

Received by OCD: 3/1/2022 4:15:00 PM

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

I, the undersigned, hereby certify, on behalf of OXY USA Inc., Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all the named owners have been obtained and will be made available to the BLM immediately upon request.

3-16-2023

Date

By:	Q.J.	,
-	M	
Title:	Attorney-in- Fact	

ACKNOWLEDGEMENT

)) ss.

)

STATE OF TEXAS

COUNTY OF HARRIS

On this day of <u>Mach</u>, 20<u>22</u>, before me, a Notary Public for the State of Texas, personally appeared JAMES LANING, known to me to be the ATTORNEY-IN-FACT of OXY USA, Inc., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

<u>02-08-2025</u> My Commission Expires

Notary Public



Received by OCD: 3/1/2022 4:15:00 PM

OPERATING RIGHTS OWNER FOR NMNM 085893, NMNM 086550 and NMNM <u>086908</u> LESSEE OF RECORD FOR NM 086908

OXY USA INC.

<u>3-16-2022</u> Date

By: James Laning, Attorney-In-Fact N

ACKNOWLEDGEMENT

))

)

STATE OF TEXAS **COUNTY OF HARRIS**

This instrument was acknowledged before me on , by 20 JAMES LANING, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.

NUBIA SMITH My Notary ID # 130998946 Expires February 8, 2025

Notary Public in and for the State of Texas

Released to Imaging: 11/23/2022 3:00:31 PM

LESSEE OF RECORD FOR NMNM 085893 and NMNM 086550

3/15/2022

EOG RESOURCES, INC	
BY:	07
TITLE: Agent Altorney-in	1- Fact

ACKNOWLEDGEMENT

STATE OF Tevas) COUNTY OF Midland)

This instrument was acknowledged before me on this the 15th day of March, 2022, by Matthew W. Smith, as Agent, and Fact of EOG RESOURCES, INC., a Delaware corporation, on behalf of said corporation.

SHEA THOMPSON Notary Public, State of Texas Comm. Expires 03-29-2024 Notary ID 130599770

Notary Public in and for the State of Texas

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EXHIBIT "A"

Plat of communitized area covering <u>160.00</u> acres in <u>N/2N/2 of Section 21, Township 24 South,</u> <u>Range 29 East, Eddy County, New Mexico.</u>

Cedar Canyon 21 Federal Com 21H



EXHIBIT "B"

To Communitization Agreement Dated <u>September 28, 2017</u> embracing the following described land in <u>N/2N/2 of Section 21, Township 24 South, Range 29 East, Eddy</u> <u>County, New Mexico</u>.

Operator of Communitized Area: OXY USA Inc.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	NMNM - 085893
Description of Land Committed:	Township 24 South, Range 29 East, Section 21: NE/4NE/4, NW/4NW/4
Number of Acres:	80.00
Current Lessee of Record:	EOG Resources, Inc.
Name and Percent of WI Owners:	OXY USA Inc. – 100%

Tract No. 2

Lease Serial Number:

Description of Land Committed:

Number of Gross Acres:

Current Lessee of Record:

Name and Percent of WI Owners:

NMNM - 086550

Township 24 South, Range 29 East, Section 21: NE/4 NW/4

40.00

EOG Resources, Inc.

OXY USA Inc. – 100%

Tract No. 3

Lease Serial Number:

Description of Land Committed:

Number of Gross Acres:

Current Lessee of Record: Name and Percent of WI Owners: NMNM - 086908

Township 24 South, Range 29 East, Section 21: NW/4 NE/4

40.00

OXY USA Inc.

OXY USA Inc. - 100%

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RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	80.00	50.0000%
2	40.00	25.0000%
3	40.00	_25.0000%
Total	160.00	100.0000%

BLM is pending review of Cedar Canyon 21 Fed Com 21H

Case Serial # NMNM105757154

Administrative State	NINA
Administrative State BLM Product	Communitization Agreement
Case Acres	160.00
Case Disposition	Submitted
Case Metadata	
Case Name	
Case Serial Number	NMNM105757154
Commodity	Petroleum, Crude Oil
Date of Township PLSS Update	
Effective Date	September 27 2017
Expiration Date	
Formation	Bone Spring
Zoom to	

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			Energ	State of New Mexico ergy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505			Sul	Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office AMENDED REPORT			
		W]	ELL LC	OCATIO	N AND ACI	REAGE DEDIC	CATION PLA	Т			
30-015-43	API Numbe 8708	r	9647	² Pool Code 96473 PIERCE CROSSING;BONE SP					NG, E	AST	
⁴ Property (316103		CEDAR (N "22" F	⁵ Property EDERAL C	Name	·			Well Number	
⁷ OGRID M 16696		⁸ Operator Name OXY USA INC.						2958.	⁹ Elevation 4' GL		
					¹⁰ Surface	Location					
UL or lot no.	Section		Range 20⊑	Lot Idn	Feet from the $25/10$	North/South line	Feet from the	Eas	st/West line		County

	22	240	29L		2040	50011	200			
" 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	Сог	ounty
L	22	24S	29E		2567	SOUTH	160	WEST	EDDY	
¹² Dedicated Acres	¹³ Joint of	r Infill ¹⁴	Consolidation	Code ¹⁵ Or	^{rder No.} NSL	7389	BP: 2565 F	SL & 336 FW	/L	
320							TP: 2494 F	<u>SL & 529 FEI</u>	_	

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.

SEC 22	-		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
PLEASE SEE	KOP:	2570' FSL & 80' FEL	owns a working interest or unleased mineral interest in the land including
ATTACHED CA NMNM136823		1	the proposed bottom hole location or has a right to drill this well at this
FOR 320 ACRES			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.
			SHURL 10/24/2022
		\	Signature Date
		\ \	SANDRA MUSALLAM
			Printed Name
		\ \	SANDRA_MUSALLAM@OXY.COM
		l l	E-mail Address
BP		тр 🗸	
00	 	······································	¹⁸ SURVEYOR CERTIFICATION
BHL		SHL	<i>I hereby certify that the well location shown on this</i>
			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.
SPACING			
UNIT			OCTOBER 27, 2015
			Date of Survey
			Signature and Seal of Professional Surveyor:
			15079
			Certificate Number

Page 1 Of 2

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

Run Date/Time: 10/19/2022 15:16 PM

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

320.000

Total Acres:

NMNM 136823

Serial Number

Case File Juris: CARLSBAD FIELD OFFICE

			S	Serial Number: NMN	I M 136823
Name & Address				Int Rel	% Interest
BLM CARLSBAD FO	620 E GREENE ST	CARLSBAD	NM 882206292	OFFICE OF RECORD	0.000000000
OXY USA INC	PO BOX 4294	HOUSTON	TX 772104294	OPERATOR	100.000000000

						Serial Nu	mber: NMNM 136823
Mer	Twp Rng	Sec SType	Nr	Suff Subdivision	District/ Field Office	County	Mgmt Agency
23	0240S 0290E	022 ALIQ		S2N2,N2S2;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 136823

Serial Number: NMNM-- - 136823

Act Date	Act Cod	de Action Txt	Action Remarks	Pending Off
11/01/2016	387	CASE ESTABLISHED		
11/01/2016	516	FORMATION	BONE SPRNG	
11/01/2016	526	ACRES-FED INT 100%	320;100%	
11/01/2016	868	EFFECTIVE DATE	/A/	
01/29/2017	654	AGRMT PRODUCING	/1/	
01/29/2017	658	MEMO OF 1ST PROD-ACTUAL	/1/30-015-43708	
03/07/2017	334	AGRMT APPROVED		
03/07/2017	643	PRODUCTION DETERMINATION	/1/	

Line Number	Rema	ark Text				Serial Number:	NMNM 136823
0001	/A/	RECAPITULATION	EFFECI	TIVE 11/01/2016			
0002	TR#	LEASE SERIAL	NO	AC COMMITTED	% INTEREST		
0003	1	NMNM 13996		40.00	12.50		
0004	2	NMNM 81586		280.00	87.50		
0005			TOTAL	320.00	100.00		

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

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

Run Date/Time: 10/19/2022 15:16 PM

Page 2 Of 2

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NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

eceived by OCP; 3/1/2022 4:15:00 Office	<i>PM</i> State of New Mo Energy, Minerals and Nati			Page 58 of Form C-103 Revised July 18, 2013
<u>District I</u> – (575) 393-6161 1625 N. French Dr., Hobbs, NM 88240	Ellergy, Millerais and Nau	urar Resources	WELL API NO.	Revised July 16, 2015
$\frac{\text{District II}}{\text{District II}} - (575) 748-1283$	OIL CONSERVATION	IDIVISION	30-015-43290	
811 S. First St., Artesia, NM 88210	OIL CONSERVATION		5. Indicate Type of Le	ease
<u>District III</u> – (505) 334-6178 1000 Rio Brazos Rd., Aztec, NM 87410	1220 South St. Fra		STATE	FEE
<u>District IV</u> – (505) 476-3460 1220 S. St. Francis Dr., Santa Fe, NM	Santa Fe, NM 8	7505	6. State Oil & Gas Le	ase No.
87505		~		
(DO NOT USE THIS FORM FOR PROPO	ICES AND REPORTS ON WELLS DSALS TO DRILL OR TO DEEPEN OR PL CATION FOR PERMIT" (FORM C-101) F	UG BACK TO A	7. Lease Name or Uni CEDAR CANYON "	-
PROPOSALS.)			8. Well Number #3H	
1. Type of Well: Oil Well	Gas Well U Other			
2. Name of Operator			9. OGRID Number	16606
3. Address of Operator	CY USA INC		10. Pool name or Wildcat	16696
	NWAY PLAZA SUITE 110, HOU	STON TX 77046	PIERCE CROSSING;BC	ONE SPRING, EAST
4. Well Location Unit Letter I :	2540 fast from the SOU	TU line and	200 fact from the	EAST line
	_2540feet from theSOU		200 feet from the	
Section 22	Township24S11. Elevation (Show whether DR	Range 29E	NMPM	County EDDY
	11. Elevation (Show whether DR 2957.1'	а, ккв, к1, GK, etc.		
PULL OR ALTER CASING DOWNHOLE COMMINGLE	MULTIPLE COMPL	CASING/CEMEN OTHER:		
of starting any proposed w proposed completion or red OXY USA INC requests to amend t	ork). SEE RULE 19.15.7.14 NMA	C. For Multiple Co 23 Federal 3H to ref	mpletions: Attach wellb lect the As-drilled C-102	ore diagram of of 240 ACRES SEC
wellbore path, not the As-drilled. T	he As-drilled C-102 is attached.			
Spud Date:	Rig Release D	ate:		
I hereby certify that the information	above is true and complete to the b	est of my knowledg	ge and belief.	
signature		ULATORY ENGIN	EER _DATE11/01/	2022
Type or print name SANDRA MUS For State Use Only	SALLAM E-mail address: SANDF	RA_MUSALLAM@	OXY.COM PHONE: 7	13-366-5106

APPROVED BY:	TITLE	DATE
Conditions of Approval (if any):		

.

District I 1625 N. Presech Dr. Prome: (575) 333-6 District II 1815 First St., An Panne: (575) 746-1 District III 1000 File Brazen R Panne: (505) 33-6 Pisteriet IV 1220 S. St. Pannels Phone: (505) 476-3	161 Par: (5) anis, ND4 81 283 Far: (5) and, Astor, 1 5178 Par: (5) Dr., Santo F	75) 393-07 1210 75) 748-97 NDA 87410 15) 334-61 10, NDA 873	20 70 805 862	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			
			И	/ELL	LOCA	TION ANL) ACH	REAGE D	EDICATI	ON PLA	<u>T</u>			/
30-01	API Number 96					ool Code 73	1	Pierce (nssing	Bine (prina		East	+
Рторе	rty Code						Property	Name				,	И	/ell Number
3150	98				CEL	AR CANY	'ON	"23" FEI	DERAL					ЗН
OGA	D No.						Operator	Name						Elevation
160	096					OXY	USA	A INC.					2	957.1'
						Surfa	ace Lo	ocation					A	
UL or lot no.	Section	Te	wnship		Rang	e	Lot Ida	Feet from the	North/South In	e Feet from	the 1	East/W	'est line	County
I	22	24	SOUTH	29	EAST,	N. M. P. M.		2540'	SOUTH	200	·	EA	ST	EDDY
· · · · ·				B	ottom H	lole Locatio	on If I	Different l	From Surfa	ace				
UL or lot no.	Section	Te				Lot Ida	Feet from the	North/South li	ne Feet from	the 1	East/W	est line	County	
F	24	24	SOUTH	OUTH 29 EAST, N.M.P.M. 2950' NORTH						3476	5	WE	5 T	EDDY
Dedicated	Acres	Join	t or Infili	Conso	lidation Code	Order No.	B	2-2149	FNL a	1320 F	WL			
240)	4	es	TP-2124 FNL 359 FEL										

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.



Federal Communitization Agreement

Page 60 of 103

Received by OCD: 3/1/2022 4:15:00 PM

Contract No. _____

THIS AGREEMENT entered into as of the 1^{st} day of <u>October</u>, 2017, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

Township 24 South, Range 29 East, Section 21: S/2N/2, Eddy County, New Mexico.

Containing <u>160.00</u> acres, and this agreement shall include only the <u>Bone Spring</u> <u>Formation</u> underlying said lands and the <u>oil and gas</u> hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the

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operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

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

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

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

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- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- The date of this agreement is October 1, 2017, and it shall become effective as of 10. this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations

hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

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

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

OXY USA Inc. Operator

By:

Bradley S. Dusek, Attorney-In-Fact



ACKNOWLEDGEMENT

)

)

STATE OF TEXAS COUNTY OF HARRIS

This instrument was acknowledged before me on _______, 2019, by <u>BRADLEY S. DUSEK</u>, <u>ATTORNEY-IN-FACT</u> of <u>OXY USA HC.</u>, a Delaware corporation, on behalf of said corporation.



Notary Public in and for the State of Texas

OPERATING RIGHTS OWNER AND LESSEE OF RECORD FOR NM 085893, NM 086550 and NM 086908

OXY USA INC. Bv: Bradley S. Dusek, Attorney-In/Fact ACKŇOWLEDGEMENT STATE OF TEXAS) COUNTY OF HARRIS)

This instrument was acknowledged before me on _______, 20, _____, by <u>BRADLEY S. DUSEK, ATTORNEY-IN-FACT</u> of <u>OXY USA FNC.</u>, a Delaware corporation, on behalf of said corporation.



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Notary Public in and for the State of Texas

Received by OCD: 3/1/2022 4:15:00 PM

LESSEE OF RECORD FOR NM 085893 and NM 086550

EOG RESOURCES, INC.

Date

BY: handy Dath	eV
NAME: Wendy Dalt	on
TITLE: Agent & Attorne	y-in-fact
0	

ACKNOWLEDGEMENT

PXAS STATE OF COUNTY OF

A day of This instrument was acknowledged before me on this the 0 Drney by nEOG RESOURCES. Corporation, on behalf of said corporation. INC., a N

ERIN LLOYD My Notary ID # 131680260 Expires August 13, 2022

P Notary Public in and for the State of

Received by OCD: 3/1/2022 4:15:00 PM

Page 66 of 103

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EXHIBIT "A"

Plat of communitized area covering <u>160.00</u> acres in <u>S/2N/2 of Section 21, Township 24 South,</u> <u>Range 29 East, Eddy County, New Mexico.</u>

Cedar Canyon 21 Federal Com 22H



EXHIBIT "B"

To Communitization Agreement Dated October 1, 2017 embracing the following described land in S/2N/2 of Section 21, Township 24 South, Range 29 East, Eddy County, New Mexico.

Operator of Communitized Area: OXY USA Inc.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:

Description of Land Committed:

Number of Acres:

Name of Working Interest Owners:

NMNM - 085893

Township 24 South, Range 29 East, Section 21: SE/4NE/4, SW/4NW/4

80.00

OXY USA Inc. – 100% *EOG Resources, Inc. – 0% WI (Lessee only)

Tract No. 2

Lease Serial Number:

Description of Land Committed:

Number of Gross Acres:

Name of Working Interest Owners:

NMNM - 086550

Township 24 South, Range 29 East, Section 21: SE/4NW/4

40.00

OXY USA Inc. – 100% *EOG Resources, Inc. – 0% WI (Lessee only)

Tract No. 3

Lease Serial Number:

Description of Land Committed:

Number of Gross Acres:

Name of Working Interest Owners:

NMNM - 086908

Township 24 South, Range 29 East, Section 21: SW/4NE/4

40.00

OXY USA Inc. – 100%

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Received by OCD: 3/1/2022 4:15:00 PM

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RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	80.00	50.0000%
2	40.00	25.0000%
3	_40.00	25.0000%
Total	160.00	100.0000%

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Page 2 Of 3

Serial Number

NMNM 143327

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

Case File Juris: CARLSBAD FIELD OFFICE

				S	erial Number: NMN	IM— - 143327
Name & Address					Int Rel	% Interest
BLM NMSO	301 DINOSAUR TRL	SANTA FE	NM	875081560	OFFICE OF RECORD	0.000000000
OXY USA INC	5 GREENWAY PLZ STE 110	HOUSTON	ТХ	770460521	OPERATOR	100.000000000

							Serial Nu	mber: NMNM 143327
Mer	Twp Rng	Sec	SType	Nr	Suff Subdivision	District/ Field Office	County	Mgmt Agency
23	0240S 0290E	021	ALIQ		S2N2;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 143327

CEDAR CANYON 21 FED COM #22H

Total Acres:

160.000

				Serial Number: NMNM 143327
Act Date	Act Co	ode Action Txt	Action Remarks	Pending Off
10/01/2017	387	CASE ESTABLISHED		
10/01/2017	516	FORMATION	BONE SPRING;	
05/14/2021	580	PROPOSAL RECEIVED	CA RECD;	

Line Number Remark Text

Serial Number: NMNM-- - 143327

Run Date/Time: 2/15/2022 9:09 AM

Page 3 Of 3

CEDAR CANYON 21 FED COM #31H

Total Acres: 320.000 Serial Number NMNM 143328

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

Case File Juris: CARLSBAD FIELD OFFICE

				S	erial Number: NMN	IM— - 143328
Name & Address					Int Rel	% Interest
BLM NMSO	301 DINOSAUR TRL	SANTA FE	NM	875081560	OFFICE OF RECORD	0.000000000
OXY USA INC	5 GREENWAY PLZ STE 110	HOUSTON	ТХ	770460521	OPERATOR	100.000000000

							Serial Nu	mber: NMNM 143328
Mer	Twp Rng	Sec	SType	Nr	Suff Subdivision	District/ Field Office	County	Mgmt Agency
23	0240S 0290E	021	ALIQ		N2;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 143328

				Serial Number: NMNM 143328
Act Date	Act Co	ode Action Txt	Action Remarks	Pending Off
09/01/2017	387	CASE ESTABLISHED		
09/01/2017	516	FORMATION	WOLFCAMP;	
05/14/2021	580	PROPOSAL RECEIVED	CA RECD;	

Line Number Remark Text

Serial Number: NMNM-- - 143328

Cedar Canyon 21 Fed Com 31H

RECEIVED

Federal Communitization Agreement

Page 71 of 103

Received by OCD: 3/1/2022 4:15:00 PM

MAY 1 4 2021

Contract No. <u>NMNM143328</u> BLM, NMSO SANTA FE

THIS AGREEMENT entered into as of the 1^{st} day of September, 2017, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

Township 24 South, Range 29 East, Section 21: N/2, Eddy County, New Mexico.

Containing <u>320.00</u> acres, and this agreement shall include only the <u>Wolfcamp</u> <u>Formation</u> underlying said lands and the <u>oil and gas</u> hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

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

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

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

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- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is September 1, 2017, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations

Page 73 of 103

hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

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

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

OXY USA Inc. Operator

5/6/2021

Date

Bv:

John V. Schneider, Attorney-In-Fact

Received by OCD: 3/1/2022 4:15:00 PM

ACKNOWLEDGEMENT

STATE OF TEXAS COUNTY OF HARRIS

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)

This instrument was acknowledged before me on _______, 202, by <u>JOHN V. SCHNEIDER, ATTORNEY-IN-FACT</u> of <u>OXY USA INC.</u>, a Delaware corporation, on behalf of said corporation.



Notary Public in and for the State of Texas

Page 75 of 103

OPERATING RIGHTS OWNER FOR NMNM 085893, NMNM 086550 & NMNM 086908 **LESSEE OF RECORD FOR NMNM 086908**

OXY USA INC.

16/2021 Date

))

)

By:

John V. Schneider, Attorney-In-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on _ 20**2**, by JOHN V. SCHNEIDER, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.

DELEENA D. LANG otary Public, State of Texas Comm. Expires 02-18-2022 Notary ID 128179978

Notary Public in and for the State of Texas

Page 76 of 103

LESSEE OF RECORD FOR NMNM 085893 & NMNM 086550

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6/15/21 Date

EOG RESOURCES, INC.	0
BY: NAME: Matthew W	e. 4
	Mith ay -in-Fact

ACKNOWLEDGEMENT

STATE OF ICXAS COUNTY OF Midland

This instrument was acknowledged before me on this the 15° June 2021 day of by Matthew W S oen 1 d attomy-M. Freder EOG RESOURCES, as INC., a Delaware corporation, on behalf of said corporation.

Construction of the fifther	
NARY PULL	TRACY JORDAN
	Notary Public, State of Texas
No. A. S.	Comm. Expires 10-17-2023
E OF TENN	Notary ID 132215654

Ilxas

Notary Public in and for the State of

BLM-NMSO

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Page 77 of 103

SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING INTEREST

COMMUNITIZATION AGREEMENT: NMNM 143328

I, the undersigned, hereby certify, on behalf of OXY USA Inc., the Operator under the captioned Communitization Agreement, that all working interest owners shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the true and correct owners of the leases committed to the Communitization Agreement, and the consents of the requisite working interest owners have been obtained.

I, further certify that the Communitization Agreement follows the standard form except for Sections 1 and 10.

'n e BY:

NAME: JOHN V. SCHNEIDER TITLE: ATTORNEY-IN-FACT Phone number: 713-215-7000, Email: John_Schneider@Oxy.com

EXHIBIT "A"

Plat of communitized area covering <u>320.00</u> acres in <u>N/2 of Section 21, Township 24 South,</u> Range 29 East, Eddy County, New Mexico.

Cedar Canyon 21 Federal Com 31H



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EXHIBIT "B"

To Communitization Agreement Dated <u>September 1, 2017</u> embracing the following described land in <u>N/2 of Section 21, Township 24 South, Range 29 East, Eddy County, New Mexico</u>.

Operator of Communitized Area: OXY USA Inc.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:

Description of Land Committed:

Number of Acres:

Current Lessee of Record:

Name of Working Interest Owners:

NMNM - 085893

Township 24 South, Range 29 East, Section 21: E/2NE/4, W/2NW/4

160.00

EOG Resources, Inc.

OXY USA Inc. – 100%

Tract No. 2

Lease Serial Number:

Description of Land Committed:

Township 24 South, Range 29 East,

NMNM - 086550

Section 21: E/2NW/4

Number of Gross Acres:

Current Lessee of Record:

Name of Working Interest Owners:

80.00

EOG Resources, Inc.

OXY USA Inc. – 100%

Tract No. 3

Lease Serial Number:

Description of Land Committed:

NMNM - 086908

Township 24 South, Range 29 East, Section 21: W/2NE/4

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Number of Gross Acres:	80.00
Current Lessee of Record:	OXY USA Inc.
Name of Working Interest Owners:	OXY USA Inc 100%

Page 10 of 11

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RECAPITULATION

No. of Acres Committed	Percentage of Interest in Communitized Area
160.00	50.0000%
80.00	25.0000%
80.00	25.0000%
320.00	100.0000%
	160.00 80.00 <u>80.00</u>

a 1

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Contract No.

Page 83 of 103

Received by OCD: 3/1/2022 4:15:00 PM

THIS AGREEMENT entered into as of the 1^{st} day of October, 2017, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

Township 24 South, Range 29 East, Sections 21 & 22: S/2 N/2, Eddy County, New Mexico.

Containing <u>320.00</u> acres, and this agreement shall include only the <u>Bone Spring</u> <u>Formation</u> underlying said lands and the <u>oil and gas</u> hereafter referred to as "communitized substances," producible from such formation.

This agreement will affect only the production from the wellbore of the Cedar Canyon 21-22 Fed Com #32H well located at an approximate surface location of 1794' from the NORTH line and 141' from the WEST line of Section 21, Township 24 South, Range 29 East and a bottom hole location of 1700' from the NORTH line and 180' from the EAST

line of Section 22, Township 24 South, Range 29 East, and shall not affect the allocation of production to any existing wells on the above described lands or on lands previously communitized with any of the above described lands.

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

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

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

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

- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- The date of this agreement is October 1, 2017, and it shall become effective as of 10. this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

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

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

OXY USA Inc. Operator By: Bradley S. Dusek/ Attorney-In-Fact

10/10

Received by OCD: 3/1/2022 4:15:00 PM

Page 86 of 103

ACKNOWLEDGEMENT

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STATE OF TEXAS COUNTY OF HARRIS

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



Notary Public in and for the State of Texas

OPERATING RIGHTS OWNER AND LESSEE OF RECORD FOR NM 05893, NM 086550, NM 086908 and NM 081586

OXY USA INC. 10/16/18 By: Date Bradley S. Dusek, Attorney-In-Fact ACKNOWLEDGEMENT STATE OF TEXAS)) COUNTY OF HARRIS)

This instrument was acknowledged before me on <u>CCtober</u> 16, 2018, by <u>BRADLEY S. DUSEK</u>, <u>ATTORNEY-IN-FACT</u> of <u>OXY USA INC.</u>, a Delaware corporation, on behalf of said corporation.



Notary Public in and for the State of Texas

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EXHIBIT "A"

Plat of communitized area covering <u>320.00</u> acres in <u>N/2 of Sections 21 & 22, Township 24 South,</u> <u>Range 29 East, Eddy County, New Mexico.</u>

Cedar Canyon 21-22 Federal Com 32H



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EXHIBIT "B"

To Communitization Agreement Dated <u>September 1, 2017</u> embracing the following described land in <u>S/2 N/2 of Sections 21 & 22</u>, Township 24 South, Range 29 East, Eddy <u>County, New Mexico</u>.

Operator of Communitized Area: OXY USA Inc.

DESCRIPTION OF LEASES COMMITTED

Tra	<u>ct No. 1</u>
Lease Serial Number:	NMNM - 085893
Description of Land Committed:	Township 24 South, Range 29 East, I.M., Section 21: SE/4NE/4, SW/4NW/4
Number of Acres:	80.00
Name of Working Interest Owners:	OXY USA Inc.
Trac	<u>et No. 2</u>
Lease Serial Number:	NMNM - 086550
Description of Land Committed:	Township 24 South, Range 29 East, I.M., Section 21: SE/4NW/4
Number of Gross Acres:	40.00
Name of Working Interest Owners:	OXY USA Inc.
Trac	<u>t No. 3</u>
Lease Serial Number:	NMNM - 086908
Description of Land Committed:	Township 24 South, Range 29 East, I.M., Section 21: SW/4NE/4
Number of Gross Acres:	40.00
Name of Working Interest Owners:	OXY USA Inc.

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Tract No. 4

Lease Serial Number:

Description of Land Committed:

Number of Gross Acres:

NMNM - 081586

Township 24 South, Range 29 East, I.M., Section 22: S/2N/2

Name of Working Interest Owners:

OXY USA Inc.

160.00

Page 90 of 103

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	80.00	25.0000%
2	40.00	12.5000%
3	40.00	12.5000%
4	160.00	50.0000%
Total	320.00	100.0000%

Page 91 of 103

Run Date/Time: 2/15/2022 9:09 AM

Page 1 Of 3

CEDAR CANYON 21-22 FED COM #32H

Total Acres:	S
320.000	N

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Serial Number MNM 143326

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

Case File Juris: CARLSBAD FIELD OFFICE

				S	erial Number: NMN	IM— - 143326
Name & Address					Int Rel	% Interest
BLM NMSO	301 DINOSAUR TRL	SANTA FE	NM	875081560	OFFICE OF RECORD	0.000000000
OXY USA INC	5 GREENWAY PLZ STE 110	HOUSTON	тх	770460521	OPERATOR	100.000000000

							Serial Nur	nber: NMNM 143326
Mer	Twp Rng	Sec	; SType	Nr	Suff Subdivision	District/ Field Office	County	Mgmt Agency
23	0240S 0290E	021	ALIQ		S2N2;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT
23	0240S 0290E	022	ALIQ		S2N2;	CARLSBAD FIELD OFFICE	EDDY	BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 143326

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				Serial Number: NMNM 143326
Act Date	Act Co	ode Action Txt	Action Remarks	Pending Off
10/01/2017	387	CASE ESTABLISHED		
10/01/2017	516	FORMATION	BONE SPRING;	
05/14/2021	580	PROPOSAL RECEIVED	CA RECD;	

Line Number Remark Text

Serial Number: NMNM-- - 143326

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

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-483-C

<u>ORDER</u>

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. Applicant stated that it intends to keep the oil production from one or more group(s) of wells identified in Exhibit C segregated from the oil production from all other wells prior to measuring that production with an allocation meter.
- 4. To the extent that ownership is identical, Applicant submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7.B. NMAC.
- 5. 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.
- 6. Applicant provided notice of the Application to the Bureau of Land Management ("BLM") or New Mexico State Land Office ("NMSLO"), as applicable.
- 7. 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.
- 8. 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.
- 9. 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.

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10. Applicant submitted or intends to submit one or more proposed communitization agreement(s) ("Proposed Agreement(s)") to the BLM or NMSLO, as applicable, identifying the acreage of each lease to be consolidated into a single pooled area ("Pooled Area"), as described in Exhibit B.

CONCLUSIONS OF LAW

- 11. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

<u>ORDER</u>

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 Orders PLC-483-B and PLC-541-A.

3. For each Pooled Area described in Exhibit B, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit a Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingling application to OCD to conform this Order with the approved Agreement(s). If Applicant fails to submit the new surface commingling application, this Order shall terminate on the date of such action.

Applicant shall allocate the oil production to each lease within a Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the Pooled Area described in Exhibit B until the Proposed Agreement which includes the Pooled Area is approved. After the Proposed Agreement is approved, the oil production from the Pooled Area shall be allocated as required by the BLM's or NMSLO's, as applicable, approval of the Agreement, including any production that had been allocated previously in accordance with this Order.

- 4. The allocation of oil 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.
- 5. The allocation of oil production to each group of wells identified in Exhibit C shall be determined by separating and metering the production from each group as described by Train in Exhibit C prior to commingling that production with production from any other well.
- 6. 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.

- 7. 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.
- 8. Applicant shall calibrate the meters used to measure or allocate oil production in accordance with 19.15.12.10.C.(2) NMAC.
- 9. 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.
- 10. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10.C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.

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- 11. 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.
- 12. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
- 13. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
- 14. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

STATE OF NEW MEXICO OIL CONSERVATION DIVISION



DATE: 11/23/2022

State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-483-C Operator: Oxy USA, Inc. (16696) Central Tank Battery: Cedar Canyon 23-3H Satellite Central Tank Battery Location: UL I, Section 22, Township 24 South, Range 29 East Central Tank Battery: Cedar Canyon 22 Satellite Central Tank Battery Location: UL L, Section 22, Township 24 South, Range 29 East Gas Title Transfer Meter Location:

Pools

Pool Name	Pool Code
CEDAR CANYON; DELAWARE	11540
CORRAL DRAW; BONE SPRING	96238
PIERCE CROSSING; BONE SPRING, EAST	96473
PURPLE SAGE; WOLFCAMP (GAS)	98220

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Bone Spring NMNM 136823	S/2 N/2, N/2 S/2	22-24S-29E
CA Bone Spring NMNM 136578	N/2 S/2	22-24S-29E
CA Bone Spring NMNM 137568	N/2 S/2	23-24S-29E
CA bone spring wwww 157508	N/2 SW/4	24-24S-29E
	S/2 N/2, I J K	22-24S-29E
NMNM 105371319	N/2, K L N	23-24S-29E
	W /2	24-24S-29E
CA Wolfcamp NMNM 143328	N/2	21-24S-29E
CA Bone Spring NMNM 143327	S/2 N/2	21-24S-29E
NMNM 105368793	E/2 NW/4	21-24S-29E
NMNM 105365481	A D E H	21-24S-29E
NMNM 105510727	W/2 NE/4	21-24S-29E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-43642	Cedar Canyon 22 Federal #21H	S/2 N/2	22-24S-29E	96473
30-015-44179	Coder Commen 22 24 Federal #2111	N/2 N/2	23-24S-29E	96473
30-013-441/9	Cedar Canyon 23-24 Federal #31H	N/2 NW/4	24-24S-29E	90475
30-015-44180	Cedar Canyon 23-24 Federal #32H	S/2 N/2	23-24S-29E	96473
		S/2 NW/4	24-24S-29E	904/3
30-015-43708	Cedar Canyon 22 Federal Com #4H	S/2 N/2, N/2 S/2	22-24S-29E	96473
30-015-43290	Cedar Canyon 23 Federal #3H	N/2 S/2	23-24S-29E	96473
		N/2 SW/4	24-24S-29E	90473
30-015-43281	Cedar Canyon 23 Federal #4H	S/2 N/2	23-24S-29E	96473
30-015-43281		S/2 NW/4	24-24S-29E	90473
20 015 42292	Cedar Canyon 23 Federal #5H	N/2 N/2	23-24S-29E	06473
30-015-43282		N/2 NW/4	24-24S-29E	96473

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30-015-44095	Cedar Canyon 23 Federal Com #6H	N/2 S/2	23-24S-29E	96473
		N/2 SW/4	24-24S-29E	
20 015 45970		N/2 N/2	23-24S-29E	96473
30-015-45870	Guacamole CC 24 23 Federal #11H	N/2 NW/4	24-24S-29E	90473
30-015-45871	Guacamole CC 24 23 Federal #12H	S/2 N/2	23-24S-29E	96473
30-015-450/1	Guacamole CC 24 25 Federal #12H	S/2 NW/4	24-24S-29E	90473
30-015-40667	Cedar Canyon 23 #1H	S/2 N/2	23-24S-29E	96238
20.015 40((0	Cedar Canyon 22 #1H	I J K	22-24S-29E	96238
30-015-40668		L	23-24S-29E	90238
30-015-44190	Cedar Canyon 21 Federal Com #22H	S/2 N/2	21-24S-29E	96238
30-015-44191	Cedar Canyon 21 Federal Com #23H	S/2 N/2	21-24S-29E	96238
30-015-44181	Cedar Canyon 21 Federal Com #21H	N/2 N/2	21-24S-29E	96238
30-015-43758	Cedar Canyon 22 Federal Com #5H	N/2 S/2	22-24S-29E	96238
20 015 44176	Cedar Canyon 21 22 Federal Com #32H	S/2 N/2	21-24S-29E	96473
30-015-44176		S/2 N/2	22-24S-29E	90473
30-015-44182	Cedar Canyon 21 Federal Com #31H	N/2	21-24S-29E	98220
30-015-28850	Yvonne 21 Federal #1	F	21-24S-29E	11540

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State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit B

Order: PLC-483-C

Operator: Oxy USA, Inc. (16696)

Pooled	Areas
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Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring NMNM 105794649	S/2 N/2	21-24S-29E	320	•
	S/2 N/2	22-24S-29E		A
CA Bone Spring NMNM	N/2 N/2	21-24S-29E	160	В

Leases Comprising Pooled Areas

UL or Q/Q	S-T-R	Acres	Pooled Area ID
EH	21-24S-29E	80	Α
F	21-24S-29E	40	Α
G	21-24S-29E	40	Α
S/2 N/2	22-24S-29E	160	Α
A D	21-24S-29E	80	В
С	21-24S-29E	40	B
В	21-24S-29E	40	B
	E H F G S/2 N/2 A D C	E H 21-24S-29E F 21-24S-29E G 21-24S-29E S/2 N/2 22-24S-29E A D 21-24S-29E C 21-24S-29E	E H 21-24S-29E 80 F 21-24S-29E 40 G 21-24S-29E 40 S/2 N/2 22-24S-29E 160 A D 21-24S-29E 80 C 21-24S-29E 40

Released to Imaging: 11/23/2022 3:00:31 PM

State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit C

Order: PLC-483-C Operator: Oxy USA, Inc. (16696)

Well APIWell NameUL or Q/QS-T-RTrain30-015-43642Cedar Canyon 22 Federal #21HS/2 N/222-24S-29EA130-015-44179Cedar Canyon 23-24 Federal #31HN/2 N/223-24S-29EA130-015-44180Cedar Canyon 23-24 Federal #32HS/2 N/223-24S-29EA130-015-44180Cedar Canyon 23-24 Federal #32HS/2 N/223-24S-29EA130-015-43708Cedar Canyon 23 Federal Com #4HS/2 N/2, N/2 S/222-24S-29EA130-015-43290Cedar Canyon 23 Federal #3HN/2 S/223-24S-29EA130-015-43281Cedar Canyon 23 Federal #4HS/2 NW/424-24S-29EA130-015-43282Cedar Canyon 23 Federal #5HN/2 N/223-24S-29EA130-015-43282Cedar Canyon 23 Federal #5HN/2 S/223-24S-29EA130-015-4309Cedar Canyon 23 Federal #1HN/2 N/223-24S-29EA130-015-4309Guacamole CC 24 23 Federal #11HN/2 N/223-24S-29EA130-015-45870Guacamole CC 24 23 Federal #12HS/2 N/223-24S-29EA130-015-45871Guacamole CC 24 23 Federal #12HS/2 N/223-24S-29EA130-015-44190Cedar Canyon 21 Federal Com #22HS/2 N/223-24S-29EA130-015-44190Cedar Canyon 21 Federal Com #22HS/2 N/223-24S-29EA130-015-44190Cedar Canyon 21 Federal Com #22HS/2 N/221-24S-29EB130-015-44191Cedar Canyon 21 Federal Com #22HS/2 N/221-24S-29E <t< th=""><th colspan="6">Wells</th></t<>	Wells					
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30-015-28850 Yvonne 21 Federal #1 F 21-24S-29E B1	30-015-44182		N/2	21-24S-29E	B1	
	30-015-28850	Yvonne 21 Federal #1	F	21-24S-29E	B1	

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

COMMENTS

Operator:	OGRID:
OXY USA INC	16696
P.O. Box 4294	Action Number:
Houston, TX 772104294	85413
	Action Type:
	[C-107] Surface Commingle or Off-Lease (C-107B)

COMMENTS

Created By	Comment	Comment Date
dmcclure	Protest received and application placed on hold until the matter is resolved.	3/8/2022
dmcclure	Protest Resolved	11/23/2022

Action 85413

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

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State of New Mexico Energy, Minerals and Natural Resources Oil Conservation Division 1220 S. St Francis Dr. Santa Fe, NM 87505

CONDITIONS

Action 85413

CONDITIONS

Operator:	OGRID:
OXY USA INC	16696
P.O. Box 4294	Action Number:
Houston, TX 772104294	85413
	Action Type:
	[C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS				
Ι	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.	11/23/2022	