

ABOVE THIS LINE FOR DIVISION USE ONLY

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



OXY USA WTP  
 Limited Partnership  
 Piglet 21 state #s  
 1, 3, 4, 5, 6, 7,

**ADMINISTRATIVE APPLICATION CHECKLIST** Roo 22 State #5

THIS CHECKLIST IS MANDATORY FOR ALL ADMINISTRATIVE APPLICATIONS FOR EXCEPTIONS TO DIVISION RULES AND REGULATIONS WHICH REQUIRE PROCESSING AT THE DIVISION LEVEL IN SANTA FE 4,5,7,8,3

**Application Acronyms:**

- [NSL-Non-Standard Location] [NSP-Non-Standard Proration Unit] [SD-Simultaneous Dedication]
- [DHC-Downhole Commingling] [CTB-Lease Commingling] [PLC-Pool/Lease Commingling]
- [PC-Pool Commingling] [OLS - Off-Lease Storage] [OLM-Off-Lease Measurement]
- [WFX-Waterflood Expansion] [PMX-Pressure Maintenance Expansion]
- [SWD-Salt Water Disposal] [IPI-Injection Pressure Increase]
- [EOR-Qualified Enhanced Oil Recovery Certification] [PPR-Positive Production Response]

- [1] **TYPE OF APPLICATION** - Check Those Which Apply for [A]:
- [A] Location - Spacing Unit - Simultaneous Dedication  
 NSL  NSP  SD
- Check One Only for [B] or [C]
- [B] Commingling - Storage - Measurement  
 DHC  CTB  PLC  PC  OLS  OLM
- [C] Injection - Disposal - Pressure Increase - Enhanced Oil Recovery  
 WFX  PMX  SWD  IPI  EOR  PPR
- [D] Other: Specify \_\_\_\_\_
- [2] **NOTIFICATION REQUIRED TO:** - Check Those Which Apply, or  Does Not Apply
- [A]  Working, Royalty or Overriding Royalty Interest Owners
- [B]  Offset Operators, Leaseholders or Surface Owner
- [C]  Application is One Which Requires Published Legal Notice
- [D]  Notification and/or Concurrent Approval by BLM or SLO  
U.S. Bureau of Land Management - Commissioner of Public Lands, State Land Office
- [E]  For all of the above, Proof of Notification or Publication is Attached, and/or,
- [F]  Waivers are Attached

[3] **SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION INDICATED ABOVE.**

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

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

Jennifer Duarte *Jennifer Duarte* Regulatory Analyst 08/08/2012  
 Print or Type Name Signature Title Date

PLC - 362 jennifer.duarte@oxy.com  
 Email Address

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

State of New Mexico  
Energy, Minerals and Natural Resources Department

Form C-107-B  
Revised August 1, 2011

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

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

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

OPERATOR NAME: OXY USA WTP Limited Partnership and OXY USA Inc  
OPERATOR ADDRESS: 5 Greenway Plaza, Ste. 110; Houston, TX 77046  
APPLICATION TYPE:

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

LEASE TYPE:  Fee  State  Federal

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

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

(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production	Calculated Value of Commingled Production	Volumes
96210 Empire; Glorieta-Yeso	39.2 API Gravity	39.4 API Gravity	TOTAL: 1125 BOPD; 1200 MCFPD; 4500BWPD	600 BOPD; 640MCFPD; 2400 BWPD
96380 ARTESIA; GLORIETA-YESO	39.5 API Gravity			525 BOPD; 560 MCFPD; 2100BWPD

(2) Are any wells producing at top allowables?  Yes  No  
(3) Has all interest owners been notified by certified mail of the proposed commingling?  Yes  No.  
(4) Measurement type:  Metering  Other (Specify)  
(5) Will commingling decrease the value of production?  Yes  No If "yes", describe why commingling should be approved

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

(1) Pool Name and Code.  
(2) Is all production from same source of supply?  Yes  No  
(3) Has all interest owners been notified by certified mail of the proposed commingling?  Yes  No  
(4) Measurement type:  Metering  Other (Specify)

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

(1) Complete Sections A and E.

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

(1) Is all production from same source of supply?  Yes  No  
(2) Include proof of notice to all interest owners.

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

(1) A schematic diagram of facility, including legal location.  
(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.  
(3) Lease Names, Lease and Well Numbers, and API Numbers.

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

SIGNATURE: Jennifer Duarte TITLE: REGULATORY ANALYST DATE: 08/08/2012

TYPE OR PRINT NAME: JENNIFER DUARTE TELEPHONE NO.: (713) 513-6640

E-MAIL ADDRESS: jennifer\_duarte@oxy.com

**S2 Section 21 & W2 Section 22  
Township 17 South, Range 28 East  
Eddy County, New Mexico**

<b>State Lease</b>	<b>Well</b>	<b>API</b>	<b>Operator</b>
B0-1969	Piglet State #1	30-015-39371	OXY USA WTP Limited Partnership
B0-1969	Piglet State #2	30-015-39498	OXY USA WTP Limited Partnership
B0-1969	Piglet State #3	30-015-40163	OXY USA WTP Limited Partnership
B0-1969	Piglet State #4	30-015-39499	OXY USA WTP Limited Partnership
B0-1969	Piglet State #5	30-015-39500	OXY USA WTP Limited Partnership
B0-1969	Piglet State #6	30-015-39501	OXY USA WTP Limited Partnership
B0-1969	Piglet State #7	30-015-39502	OXY USA WTP Limited Partnership
B0-1969	Roo 22 State #4	30-015-39496	OXY USA Inc.
B0-1969	Roo 22 State #5	30-015-39497	OXY USA Inc.
B0-1969	Roo 22 State #7	30-015-39653	OXY USA Inc.
B0-1969	Roo 22 State #8	30-015-39654	OXY USA Inc.
X0-0636	Roo 22 State #3	30-015-39495	OXY USA Inc.

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**Piglet 21 State #1, #2, #3**  
**E2 Section 21**  
**Township 17 South, Range 28 East**  
**Eddy County, New Mexico**

Mark D. Wilson  
4501 Green Tree Boulevard  
Midland, Texas 79707

Boling Enterprises LTD  
P.O. Box 2563  
Roswell, New Mexico 88202-2563

McCombs Energy LLC  
5599 San Felipe, Ste. 1200  
Houston, Texas 77056

Voyager Gas Corporation  
C/o CCEC Operating Co Agent  
6630 Cypresswood Dr. #200  
Spring, Texas 77379

Andrews Oil LP  
C/o DJA LLC General Partner  
Suite 300-A  
1015 Bee Cave Woods Drive  
Austin, Texas 78746

**Piglet 21 State #4, #5, #6, #7**  
**W2 Section 21**  
**Township 17 South, Range 28 East**  
**Eddy County, New Mexico**

McCombs Energy LLC  
5599 San Felipe, Ste. 1200  
Houston, Texas 77056

Voyager Gas Corporation  
C/o CCEC Operating Co Agent  
6630 Cypresswood Dr. #200  
Spring, Texas 77379

Andrews Oil LP  
C/o DJA LLC General Partner  
Suite 300-A  
1015 Bee Cave Woods Drive  
Austin, Texas 78746

**Roo 22 State #3, #4, #5, #7, #8**  
**W2 Section 22**  
**Township 17 South, Range 28 East**  
**Eddy County, New Mexico**

McCombs Energy LLC  
5599 San Felipe, Ste. 1200  
Houston, Texas 77056

Voyager Gas Corporation  
C/o CCEC Operating Co Agent  
6630 Cypresswood Dr. #200  
Spring, Texas 77379

Chisos, Ltd.  
670 Doña Ana Rd SW  
Deming, NM 88030

COG Operating LLC  
550 W. Texas Ave, Suite 100  
Midland, Texas 79701

Andrews Oil LP  
C/o DJA LLC General Partner  
Suite 300-A  
1015 Bee Cave Woods Drive  
Austin, Texas 78746

ZPZ Delaware I LLC  
303 Veterans Airpark Lane, Suite 3000  
Midland, Texas 79705  
(432) 818-1000  
(432) 818-1190 Fax

Cross Border Resources, Inc.  
22610 US Hwy 281 North, Suite 218  
San Antonio, Texas 78258



Directions to Red Lake Rd  
247 mi – about 4 hours 28 mins



### Oil Conservation

1220 S Saint Francis Dr # 3, Santa Fe, NM 87505 - (505) 476-3440



1. Head **south** on **US-285 S/S St Francis Dr** toward **Columbia St**  
About 4 mins

go 2.5 mi  
total 2.5 mi



2. Merge onto **I-25 N** via the ramp to **Las Vegas**  
About 8 mins

go 8.0 mi  
total 10.5 mi



3. Take exit **290** for **US-285 S** toward **Clines Corners**

go 0.2 mi  
total 10.7 mi



4. Keep right at the fork and merge onto **US-285 S**  
About 3 hours 11 mins

go 182 mi  
total 193 mi



5. Keep left at the fork  
Continue to follow **US-285 S**  
About 38 mins

go 37.2 mi  
total 230 mi



6. Turn left onto **NM-229 S/E Mill Rd**  
Continue to follow **NM-229 S**  
About 7 mins

go 4.2 mi  
total 234 mi



7. Turn left onto **US-82 E/Lovington Hwy/E Main St**  
Continue to follow **US-82 E/Lovington Hwy**  
About 15 mins

go 11.4 mi  
total 246 mi



8. Turn left onto **Red Lake Rd**  
About 5 mins

go 1.1 mi  
total 247 mi



Red Lake Rd

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2012 Google

Directions weren't right? Please find your route on [maps.google.com](http://maps.google.com) and click "Report a problem" at the bottom left.

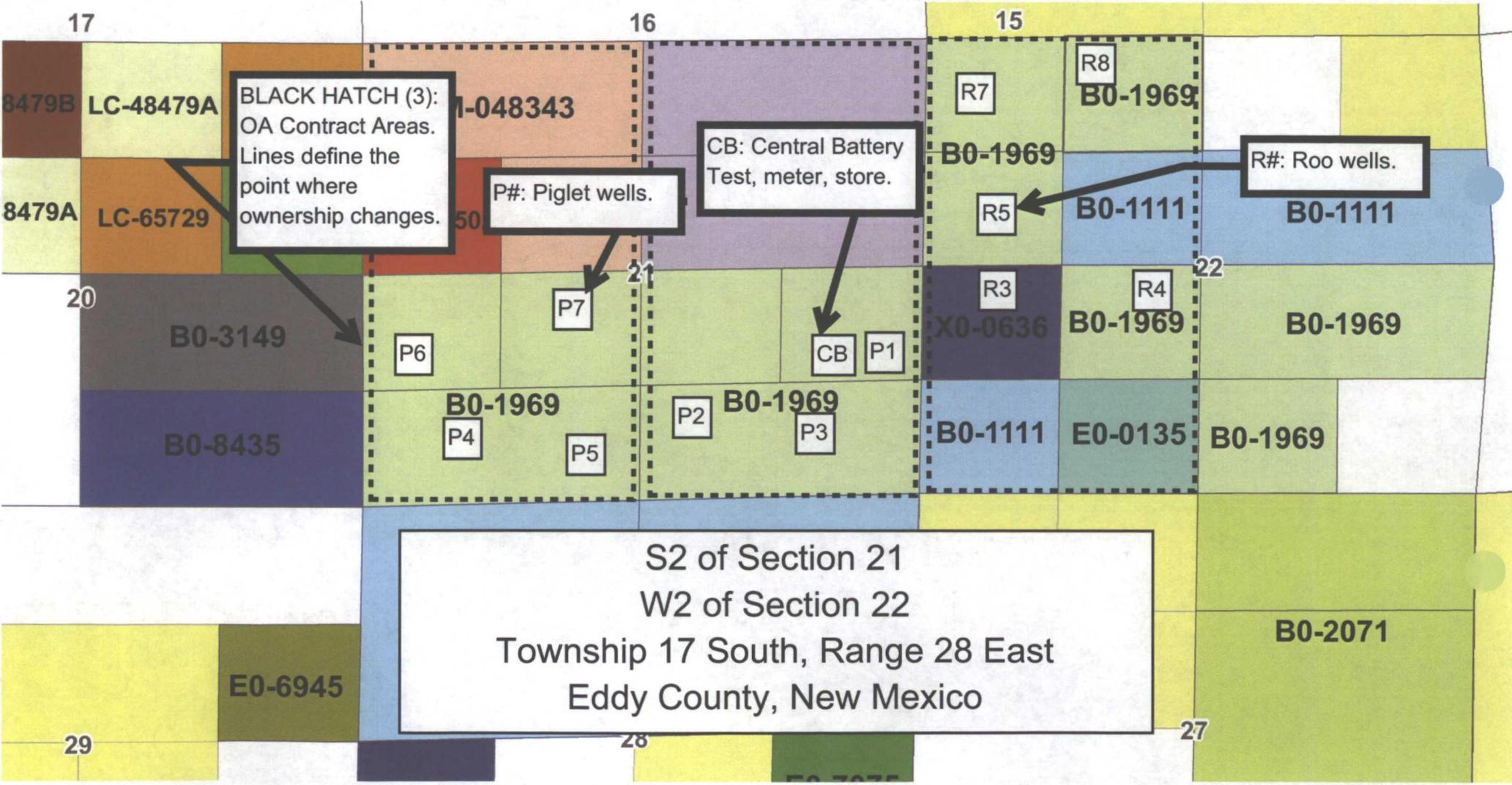
BLACK HATCH (3):  
OA Contract Areas.  
Lines define the  
point where  
ownership changes.

P#: Piglet wells.

CB: Central Battery  
Test, meter, store.

R#: Roo wells.

S2 of Section 21  
W2 of Section 22  
Township 17 South, Range 28 East  
Eddy County, New Mexico





**Legend**

- Black – production flowlines (oil, gas and produced water).
- Red – gas flowline
- Blue – produced water flowline
- Green – liquid flowline (oil, produced water).

\* Map shows straight runs for all flowlines, actual routing of flowlines will vary per surveys and approved ROWs.



Current Revision Number	Date
Rev 1	Rev 1

**Title:** Operational Facilities – Well Lines w/Aerial Photo

**Location:** New Mexico

**Origination Date:** 5/14/2012

**Revision:** 1

**Page:** 1







**Oxy USA, WTP**  
Production Report

Well Name:	Piglet 21 State #2
Formation:	Blinebry/Paddock
County:	Eddy
STR:	Sec. 21, T17S R28E
Prod Method:	ESP

Operator:	Gary Standard
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Total Load (bbls):  
16769

Date:	Hours On:	Choke Size (in.):	Production Data:			Load to Recover (bbls):	Load Rec. (%):	Total Fluid (bbls):	Water Cut:	GOR (mcf/bbl):	Pressure Data:			Pump Data:			Comments:
			BO	MCF	BW						Casing (psi):	Tubing (psi):	BHP (psi):	HZ:	AMPS:	Run Time:	
28-Mar	0																Run ESP
29-Mar	0																Run ESP
30-Mar	0																
31-Mar	0																
01-Apr	0																
02-Apr	0	30/64"	0	0	0	16769					0	210	1192	60	115	0	Pump online at 3:40 pm Texas time.
03-Apr	15	30/64"	0	0	1430	15339	8.53%	1430	100.0%	NA	0	203	1005	60	115	15	Well put through separator
04-Apr	24	30/64"	0	0	2380	12959	22.72%	2405	99.0%	0.000	27	235	844	60	115	24	Csg on 12/64" choke from 30/64" choke
05-Apr	23.5	12/64"	82	89	2090	10869	35.18%	2151	97.2%	0.803	117	274	735	60	111	23.5	
06-Apr	24	12/64"	82	105	1790	9079	45.86%	1912	93.6%	0.861	117	258	735	60	111	24	
07-Apr	24	12/64"	80	101	1527	7552	54.96%	1657	92.2%	0.777	114	240	590	60	109	24	
08-Apr	24	12/64"	80	112	1503	6049	63.93%	1633	92.0%	0.862	117	229	735	60	111	24	
09-Apr	24	12/64"	80	101	1435	4614	72.48%	1531	93.7%	1.052	116	223	505	60	109	23	
10-Apr	24	12/64"	80	109	1125	3489	79.19%	1248	90.1%	0.886	127	196	468	60	109	24	
11-Apr	24	12/64"	80	99	1016	2473	85.25%	1106	91.9%	1.100	115	196	460.3	60	111	24	
12-Apr	24	12/64"	80	82	1125	1348	91.96%	1241	90.7%	0.707	168	188	429	60	109	24	
13-Apr	24	12/64"	80	94	860	488	97.09%	955	90.1%	0.989	115	310	458	60	105	24	
14-Apr	24	12/64"	80	58	761	273	100.00%	820	92.8%	0.983	114	345	466	60	107	24	
15-Apr	24	12/64"	80	60	894			960	93.1%	0.909	113	317	457	60	105	24	
16-Apr	24	12/64"	80	57	766			830	92.3%	0.891	113	340	456	60	105	24	
17-Apr	24	12/64"	80	59	890			954	93.3%	0.922	111	324	442	60	105	24	
18-Apr	24	12/64"	80	66	780			844	92.4%	1.031	100	316	414	60	105	24	
19-Apr	24	12/64"	80	83	737			815	90.4%	1.064	99	299	392	60	105	24	
20-Apr	24	12/64"	80	83	662			739	89.6%	1.078	99	290	378	60	105	24	
21-Apr	24	12/64"	80	80	753			831	90.6%	1.026	99	280	364	60	105	24	
22-Apr	24	12/64"	80	83	762			841	90.6%	1.051	99	270	350	60	105	24	
23-Apr	24	12/64"	80	82	807			887	91.0%	1.025	96	258	338	60	105	24	
24-Apr	24	12/64"	80	72	610			679	89.8%	1.043	99	280	334	60	105	24	
25-Apr	24	12/64"	80	84	674			752	89.6%	1.077	99	255	314	60	105	24	
26-Apr	24	12/64"	80	91	818			898	91.1%	1.138	100	255	301	60	105	24	
27-Apr	24	12/64"	80	77	630			704	89.5%	1.041	97	275	305	60	103	24	
28-Apr	24	12/64"	80	66	598			661	90.5%	1.048	97	270	299	60	103	24	
29-Apr																	Shut In
30-Apr																	
01-May																	

*metering*

**Oxy USA, WTP**  
Production Report

Well Name:	Pirlet 21 State #1
Formation:	Blinebry/Paddock
County:	Eddy
STR:	Sec. 21, T17S R28E
Prod Method:	Beam Pump (Ampscot 640-365-144)

Operator:	Gary Standard
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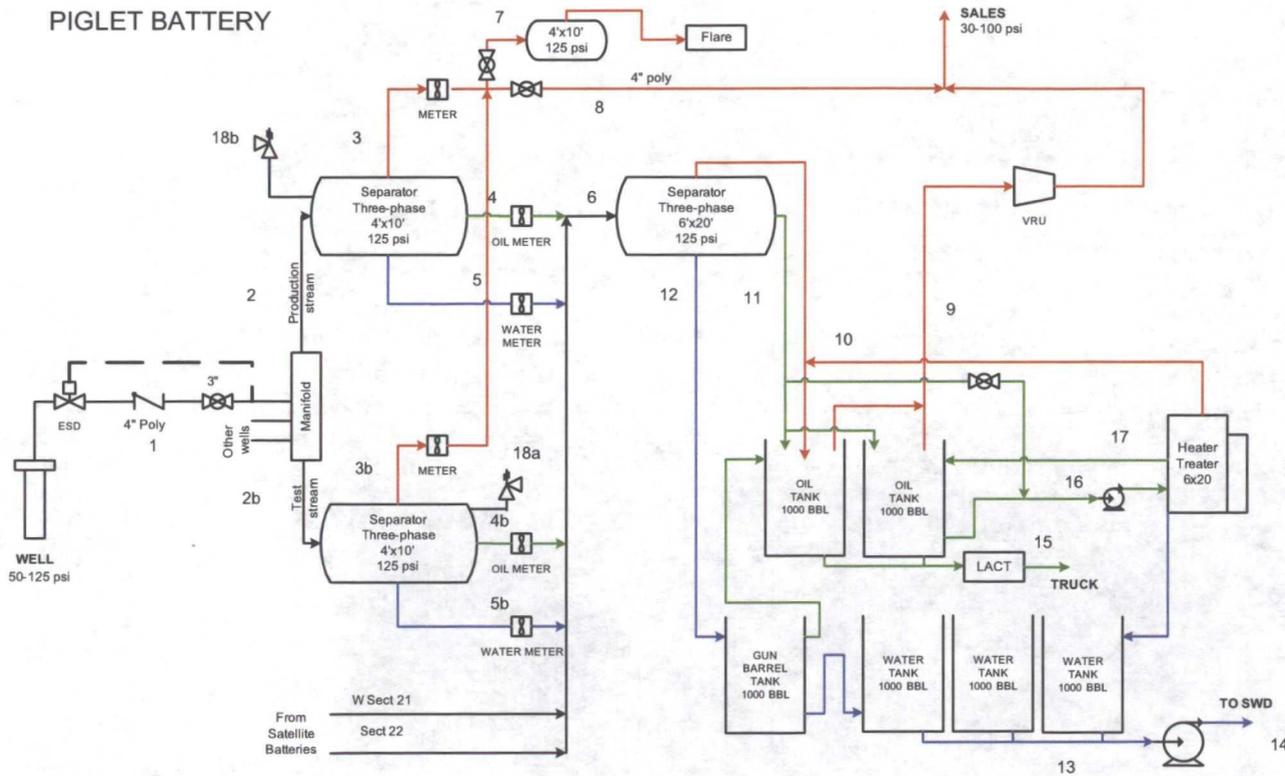
Total Load (bbbls):	16294
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Date:	Hours On:	Choke Size (in.):	Production Data:			Load to Recover (bbbls):	Load Rec. (%):	Total Fluid (bbbls):	Water Cut:	GOR (mcf/bbl):	Pressure Data:			Pump Data:			Comments:
			BO	MCF	BW						Casing (psi):	Tubing (psi):	Strokes/Min:	Stroke Length:	Pump Size:	Pump Efficiency:	
15-Feb																	
16-Feb																	
17-Feb																	
18-Feb																	
19-Feb																	
20-Feb																	
21-Feb																	
22-Feb																	Rig up PU.
23-Feb																	Shut down for high winds.
24-Feb																	Drill all four plugs, POH w/ BHA & unplug tbg.
25-Feb																	TIH w/ BHA, tag fill @ 4,772', CO to 4,890', POH.
26-Feb																	
27-Feb																	TIH w/ tbg, NU well head, TIH w/ pump & rods.
28-Feb																	Shut down for high winds.
29-Feb																	Add stuffing box, space out pump, hang horses head.
01-Mar																	
02-Mar																	
03-Mar																	
04-Mar																	
05-Mar																	
06-Mar																	
07-Mar																	
08-Mar						16294	0.00%										CVE finish tying electricity, put well online.
09-Mar	17.5	-	0	0	350	15944	2.15%	350	100.0%	NA	0	0	8.87	144	1.75	-	17.5
10-Mar	24	-	0	0	471	15473	5.04%	471	100.0%	NA	0	110	8.87	144	1.75	-	24
11-Mar	23	-	0	0	430	15043	7.68%	430	100.0%	NA	60	120	8.87	144	1.75	-	23
12-Mar	24	-	0	0	426	14617	10.29%	426	100.0%	NA	75	120	8.87	144	1.75	93	24
13-Mar	24	-	0	0	450	14167	13.05%	450	100.0%	NA	75	125	8.87	144	1.75	98	24
14-Mar	24	-	0	0	422	13745	15.64%	422	100.0%	NA	75	125	8.87	144	1.75	92	24
15-Mar	24	-	0	0	458	13287	18.45%	458	100.0%	NA	75	125	8.87	144	1.75	100	24
16-Mar	24	-	0	0	452	12835	21.23%	452	100.0%	NA	75	125	8.87	144	1.75	99	24
17-Mar	24	-	0	0	438	12397	23.92%	438	100.0%	NA	75	125	8.87	144	1.75	96	24
18-Mar	24	-	0	0	450	11947	26.68%	450	100.0%	NA	75	125	8.87	144	1.75	98	24
19-Mar	24	-	0	0	448	11499	29.43%	448	100.0%	NA	75	125	8.87	144	1.75	98	24
20-Mar	24	-	0	0	444	11055	32.15%	444	100.0%	NA	75	125	8.87	144	1.75	97	24
21-Mar	24	-	0	0	446	10609	34.89%	446	100.0%	NA	75	125	8.87	144	1.75	97	24
22-Mar	24	-	0	0	460	10149	37.71%	460	100.0%	NA	75	125	8.87	144	1.75	101	24
23-Mar	24	-	0	0	438	9711	40.40%	438	100.0%	NA	75	125	8.87	144	1.75	96	24
24-Mar	24	-	0	0	466	9245	43.26%	466	100.0%	NA	75	125	8.87	144	1.75	101	24
25-Mar	24	-	0	0	462	8783	46.10%	462	100.0%	NA	75	125	8.87	144	1.75	101	24
26-Mar	24	-	0	0	454	8329	48.88%	454	100.0%	NA	75	125	8.87	144	1.75	99	24
27-Mar	24	-	0	0	438	7891	51.57%	438	100.0%	NA	75	125	8.87	144	1.75	96	24
28-Mar	22	-	0	0	500	7391	54.64%	500	100.0%	NA	75	125	10.5	144	1.75	108	22
29-Mar	24	-	0	0	578	6813	58.19%	583	99.1%	0.000	75	125	10.5	144	1.75		24
30-Mar	24	-	0	0	416	6397	60.74%	419	99.3%	0.000	75	150	10.5	144	1.75	108	24
31-Mar	24	-	0	0	526	5871	63.97%	561	93.8%	0.000	75	150	10.5	144	1.75	78	24
01-Apr	24	-	0	0	598	5273	67.64%	829	72.1%	0.649	75	150	10.5	144	1.75	104	24
02-Apr	24	-	0	0	612	4661	71.39%	700	87.4%	0.955	75	150	10.5	144	1.75	154	24
03-Apr	21	64/64"	59	84	618	4043	75.19%	715	86.4%	0.866	75	150	10.5	144	1.75	130	21
04-Apr	24	64/64"	58	84	470	3573	78.07%	518	90.7%	1.208	75	150	10.5	144	1.75	132	24
05-Apr	24	64/64"	78	626	2947	81.91%	695	90.1%	1.130	75	150	10.5	144	1.75	129	24	
06-Apr	19	64/64"	83	508	2439	85.03%	566	89.8%	1.431	75	150	10.5	144	1.75	105	19	
07-Apr	24	64/64"	74	620	1819	88.84%	680	91.2%	1.233	75	150	10.5	144	1.75	126	24	
08-Apr	24	64/64"	59	570	1249	92.33%	625	91.2%	1.073	75	150	10.5	144	1.75	116	24	
09-Apr	24	64/64"	54	562	687	95.78%	617	91.1%	0.982	75	150	10.5	144	1.75	125	24	
10-Apr	24	64/64"	75	568	119	99.27%	634	89.6%	1.136	75	150	10.5	144	1.75	117	24	
11-Apr	24	64/64"	79	582	463	100.00%	633	91.9%	1.549	75	150	10.5	144	1.75	117	24	
12-Apr	24	64/64"	66	553			611	90.5%	1.138	75	150	10.5	144	1.75	113	24	



# PIGLET BATTERY

1



## Line Description

- 1 - Produced gas, oil and water coming from section 22 state wells into the header
- 2 - Produced gas, oil, and water coming off the automatic well testing header from the wells not on test and headed to the production separator.
- 2b - Produced gas, oil, and water coming off the automatic well test header from the well on test and headed to the test separator.
- 3 - Produced gas leaving the production separator headed to the gas meter.
- 3b - Produced gas leaving the test separator headed to the gas meter.
- 4 - Produced oil leaving the production separator headed to the oil meter.
- 4b - Produced oil leaving the test separator headed to the oil meter.
- 5 - Produced water leaving the production separator headed to the water meter.
- 5b - Produced water leaving the test separator headed to the water meter.
- 6 - Produced oil, water from W sect 21 Sect 22 to 6x20 production separator.
- 7 - Produced gas to flare system.
- 8 - Produced gas to sales pipeline and meter.
- 9 - Tank vapors to vapor recovery unit.
- 10 - Produced gas to oil tanks

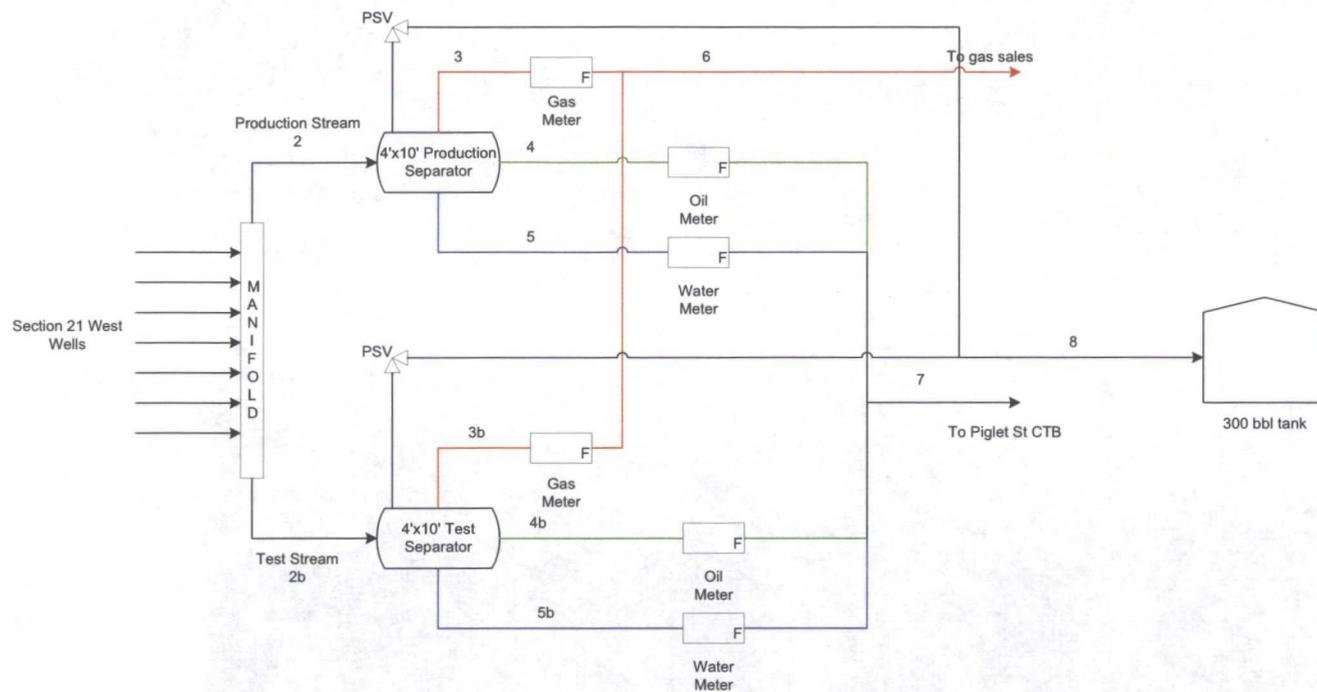
## Line Description

- 11 - Produced oil from 6'x20' production separator to 2-1000 bbl oil tanks.
- 12 - Produced water from 6'x20' production separator to 1000 bbl Gunbarrel and Produced water tanks.
- 13 - Produced water from tanks to low pressure transfer pump.
- 14 - Produced water from pump to Judah SWD.
- 15 - Produced oil from two 1000 bbl oil tanks to truck LACT units to sales.
- 16 - Produced oil from two 1000 bbl oil tanks to recirculating pumps to bad oil heater treater.
- 17 - Produced oil from heater treater to two 1000 bbl tanks.
- 18a/b- PSV fluids to produced water tanks.



Current Revision Number	Date
Rev 1	Rev 1 - 5/14/12

Title: Section 21 State Piglet CTB – Process Summary  
 Location: New Mexico Section 21 State  
 Origination Date: 5/14/2012  
 Revision: 1  
 Page: 1



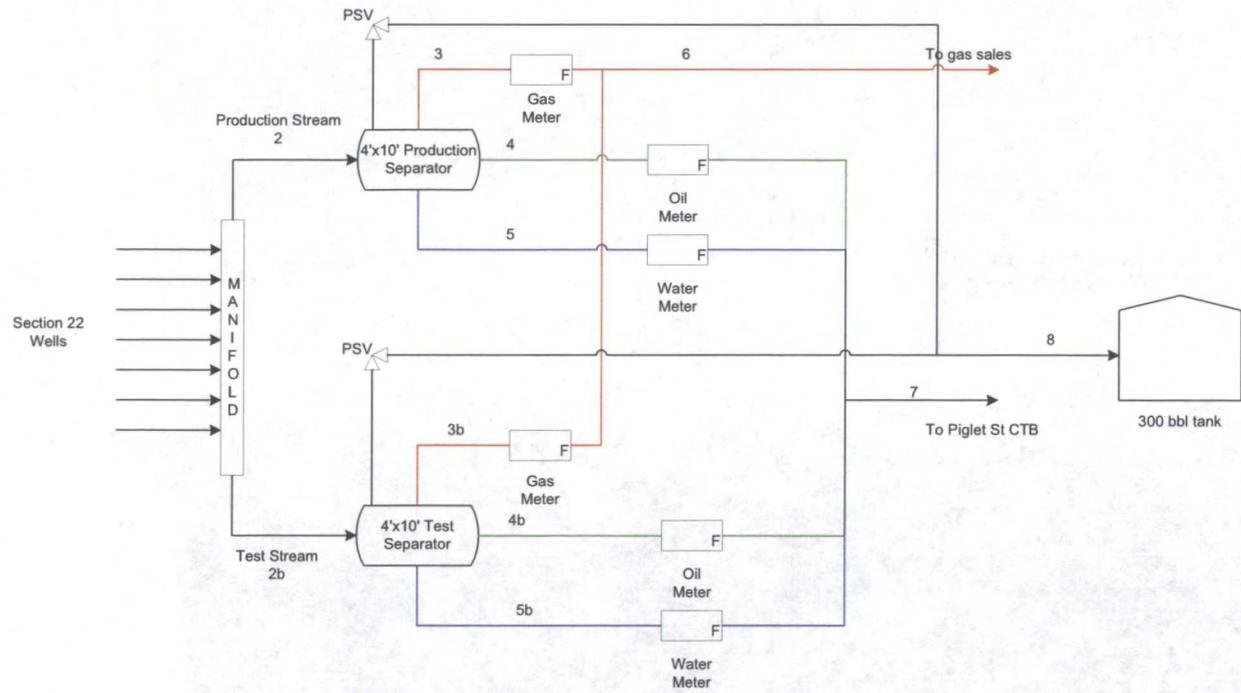
**Line Description**

- 1 - Produced gas, oil and water coming from section 21 west state wells into the header
- 2 - Produced gas, oil, and water coming off the automatic well testing header from the wells not on test and headed to the production separator.
- 2b - Produced gas, oil, and water coming off the automatic well test header from the well on test and headed to the test separator.
- 3 - Produced gas leaving the production separator headed to the gas meter.
- 3b - Produced gas leaving the test separator headed to the gas meter.
- 4 - Produced oil leaving the production separator headed to the oil meter.
- 4b - Produced oil leaving the test separator headed to the oil meter.
- 5 - Produced water leaving the production separator headed to the water meter.
- 5b - Produced water leaving the test separator headed to the water meter.
- 6 - Total satellite produced gas from production/test separator to gas sales pipeline.
- 7 - Total satellite produced water and oil from production/test separator to liquid pipeline headed to Piglet State central tank battery.
- 8 - Emergency relief to 300 bbl tank.



Current Revision Number	Date
Rev 1	Rev 1 - 5/14/12

**Title:** Section 21 State East Satellite – Process Summary  
**Location:** New Mexico Section 21 State East  
**Origination Date:** 5/14/2012  
**Revision:** 1  
**Page:** 1



**Line Description**

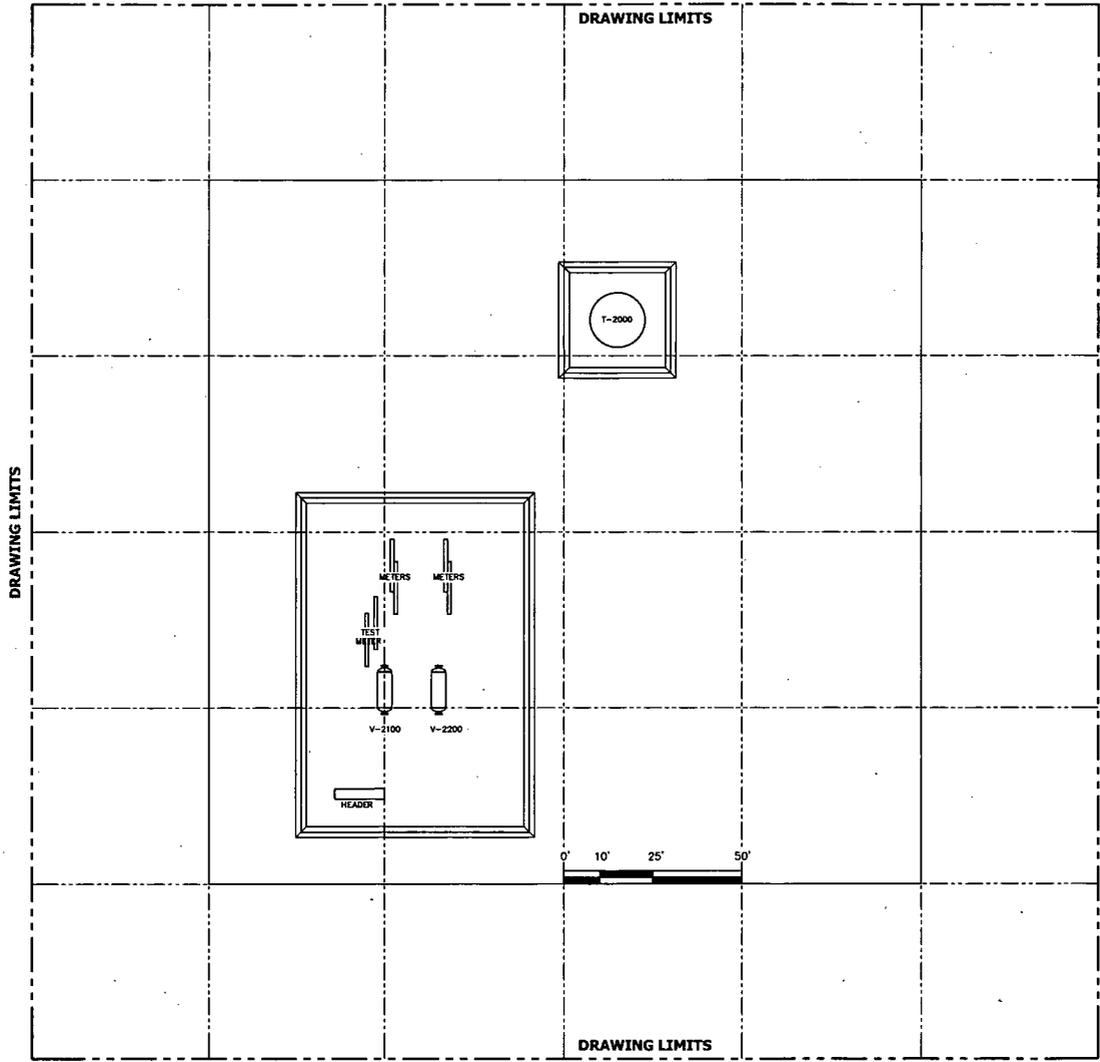
- 1 - Produced gas, oil and water coming from section 22 state wells into the header
- 2 - Produced gas, oil, and water coming off the automatic well testing header from the wells not on test and headed to the production separator.
- 2b - Produced gas, oil, and water coming off the automatic well test header from the well on test and headed to the test separator.
- 3 - Produced gas leaving the production separator headed to the gas meter.
- 3b - Produced gas leaving the test separator headed to the gas meter.
- 4 - Produced oil leaving the production separator headed to the oil meter.
- 4b - Produced oil leaving the test separator headed to the oil meter.
- 5 - Produced water leaving the production separator headed to the water meter.
- 5b - Produced water leaving the test separator headed to the water meter.
- 6 - Total satellite produced gas from production/test separator to gas sales pipeline.
- 7 - Total satellite produced water and oil from production/test separator to liquid pipeline headed to Piglet State central tank battery.
- 8 - Emergency relief to 300 bbl tank.

Current Revision Number	Date
Rev 1	Rev 1 - 5/14/12

**Title:** Section 22 State Satellite – Process Summary  
**Location:** New Mexico Section 22 State  
**Origination Date:** 5/14/2012  
**Revision:** 1  
**Page:** 1







V-2000 PRODUCTION SEPARATOR  
 V-2100 TEST SEPARATOR  
 T-2000 SLOP TANK

**ISSUED**  
 FEB 27, 2012  
 FOR CONSTRUCTION

J:\COPY\0378 DXY 1250 SEC 21 SAT BATT\03 Engineering Design\3.4 Piping\3.4.3 Drawings - Plot Plans\0-6378-C03-100.dwg(20120227.1328)783

NOTE:

REFERENCE DRAWINGS		REVISIONS				ENGINEERING RECORD		
NO.	TITLE	NO.	BY	DATE	DESCRIPTION	BY	CHK.	APP.
0		0	JMB	02/27/12	ISSUED FOR CONSTRUCTION	JMB	JLR	

NO.	FIRM	DATE	DESCRIPTION	BY	CHK.	APP.
0	SE&C	02/27/12	ISSUED FOR CONSTRUCTION	JMB	JLR	

DESIGNER	CHECKED	APPROVED	DATE
J.BERSOZA			01/20/12

**Occidental**  
PERMIAN LTD.

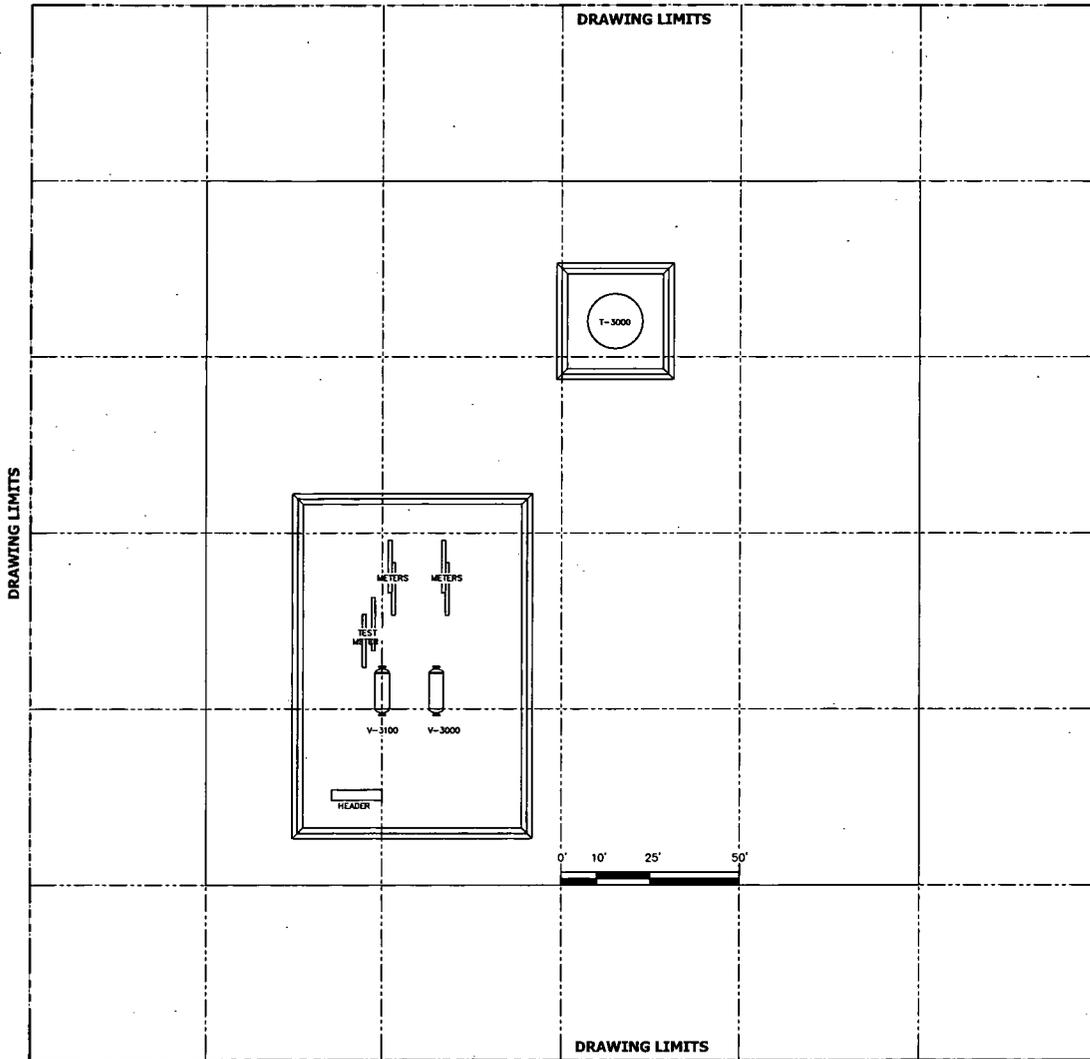
PLOT PLAN  
YESO SECTION 21  
SATELITE BATTERY  
EDDY COUNTY, NM

PROJECT NO. 6378	SCALE 1:1	DWG. NO. D-6378-C03-100	REV 0
PROJ. ENGR. RM	CAD NO. C03-100		

**SI** SAULSBURY  
 ENGINEERING & CONSTRUCTION  
 A SAULSBURY INDUSTRIES COMPANY  
 TEXAS REGISTERED ENGINEERING FIRM F-518

WWW.SI-TX.COM

SCALE: 1/16"=1'-0"



V-3000 PRODUCTION SEPARATOR  
 V-3100 TEST SEPARATOR  
 T-3000 SLOP TANK

**ISSUED**  
 FEB 27, 2012  
**FOR CONSTRUCTION**

NOTE:

REFERENCE DRAWINGS		REVISIONS				ENGINEERING RECORD				
NO.	TITLE	NO.	FIRM	DATE	DESCRIPTION	BY	CHK.	APP.	BY	DATE
0		0	SEAC	02/27/12	ISSUED FOR CONSTRUCTION	JMB	JLR		DRN: J.BERSOZA	01/20/12
									DES:	
									CHK:	
									APP:	
									DATE:	
									SEAC JOB NO.	8379
									PROJ. ENGR:	RM
									SCALE:	1/16"=1'-0"



PLOT PLAN  
 YESO SECTION 22  
 SATELLITE BATTERY

EDDY COUNTY, NM

**SI** SAULSBURY  
 ENGINEERING & CONSTRUCTION  
 A SAULSBURY INDUSTRIES COMPANY  
 TEXAS REGISTERED ENGINEERING FIRM F-518

WWW.SI-TX.COM

PLOT SCALE 1:1  
 CAD NO. C03-100  
 DWG. NO. D-8379-C03-100  
 REV 0

J:\DATA\8379 OXY YESO SEC 22 SAT BATTERY Engineering Design\3.4. Piping\3.4.3. Drawings - Plot\Plot-C03-100.dwg 02/27/12 10:40:18



**Ray Powell, M.S., D.V.M.**  
**COMMISSIONER**

*State of New Mexico*  
*Commissioner of Public Lands*

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

**COMMISSIONER'S OFFICE**

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

May 23, 2012

OXY USA WTP Limited Partnership  
5 Greenway Plaza, Suite 110  
P.O. Box 4294  
Houston, Texas 77210-4294

*OK*  
*SLO*

Attention: Ms. Colin D. Barnett

Re: Request for Surface Commingling, and in some cases Off Lease Measurement of  
15 Piglet wells and Roo wells into a central tank battery located in the NE/4SE/4 of Sec. 21-17S-28E.  
Eddy County, New Mexico

Dear Ms. Barnett:

We are in receipt of your application of April 11, 2012 requesting to surface commingle the Artesia Glorieta Yeso and Empire Glorieta Yeso pool production and in some cases off lease measurement for the above captioned wells at the Piglet 21 State Battery.

Since it appears that all the New Mexico Oil Conservation Division's rules and regulations have been complied with, and there will be no loss of revenue to the State of New Mexico as a result of your proposed operation, your request is hereby approved. Our approval is subject to like approval by the New Mexico Oil Conservation Division. Please submit a copy of the NMOCD's approval to this office.

Our approval does not constitute the granting of any right-of-way or construction rights not granted by the lease instrument.

Please submit a \$30.00 dollar filing fee.

If you have any questions or if we may be of further help, please contact Pete Martinez at (505) 827-5791.

Very truly yours,

RAY POWELL, M.S., D.V.M.  
COMMISSIONER OF PUBLIC LANDS

BY: *Larry J. Roybal*  
Larry J. Roybal, Director  
RP/LR/jm

cc: Reader File,  
OCD-Mr. Ed Martin  
OCD-Ed Martin,

**SHARED FACILITY AGREEMENT  
YESO-RED LAKE AREA  
EDDY COUNTY, NEW MEXICO**

This Shared Facility Agreement (the "Agreement") is made effective this 1<sup>st</sup> day of December, 2011 ("Effective Date") by and between OXY USA WTP Limited Partnership ("OXY" or "Operator") and the undersigned (collectively referred to as "Non-Operators"). OXY and Non-Operators are sometimes collectively referred to as the "Parties" and individually as a "Party" or as "Working Interest Owners".

WHEREAS, the Parties are working interest partners under the following Operating Agreements (collectively referred to as "Operating Agreements" or the "Leases"):

- OXY BOC State, dated May 1<sup>st</sup>, 2000 covering W2 Section 22, Township 17 South, Range 28 East, Eddy County, New Mexico
- OXY P.I.B. Federal, dated December 1, 1998 covering E2 Section 21, Township 17 South, Range 28 East, Eddy County, New Mexico
- OXY Bug State, dated September 25, 2000 covering W2 Section 21, Township 17 South, Range 28 East, Eddy County, New Mexico

WHEREAS, OXY, as Operator, has proposed twelve (12) vertical Yeso wells ("Proposed Wells") under the Operating Agreements, and OXY intends to further develop the Leases.

WHEREAS, the Piglet 21 Tank Battery will be conveniently located in the NESE of Section 21, Township 17 South, Range 28 East, Eddy County, in the proximity to the Proposed Wells and prospectively productive wells in Township 17 South, Range 28 East, Eddy County, New Mexico.

WHEREAS, the utilization by OXY of the Piglet 21 Tank Battery as a common tank battery facility for the Proposed Wells ("Shared Facility") will reduce the cost of operations for the Parties and reduce the burden placed on the surface estate by facilities required for the operation of the oil and gas mineral estate.

WHEREAS, the Parties desire to provide an equitable basis and procedure for: i) building the Shared Facility; ii) building additional facilities; and iii) sharing the costs of operating the Shared Facility and maintaining existing and future facilities.

NOW THEREFORE, for and in the consideration of the premises and the mutual benefits and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, OXY and the Non-Operators agree as follows:

**ARTICLE I  
EXHIBITS**

1.1 The following exhibits attached hereto, are incorporated in and made a part hereof:

- A. Exhibit "A" Interests of the Parties
- B. Exhibit "B" Accounting Procedure
- C. Exhibit "C" Insurance
- D. Exhibit "D" Equal Opportunity and Affirmative Action

If any provision of any exhibit, except Exhibits "B" and "D" is inconsistent with any provision contained in the body of this Agreement, the provisions in the body of this Agreement shall control.

**ARTICLE II  
SHARED FACILITY**

2.1 OXY and Non-Operators agree to share the rights, benefits, obligations and liabilities derived from ownership of the Shared Facility as a common battery facility.

2.2 All facilities presently located or to be constructed at the Shared Facility location shall be constructed, maintained and operated by OXY for the account of and at the sole cost and risk of the Working Interest Owners of the Leases connected to the Shared Facility.

2.3 The costs and risks of construction and equipment required to build the Shared Facility shall be charged to and paid by the Working Interest Owners based on a count of potentially productive wells planned to be drilled in on the Leases as set forth in Exhibit "A" attached hereto.

2.4 The interests set forth on Exhibit "A" shall be subject to adjustment nine (9) months after the Effective Date of this Agreement and not less than annually thereafter based on the count of wells named on Exhibit "A" which are actually drilled and capable of producing into the Shared Facility. If additional wells not listed on Exhibit "A" are drilled and capable of producing into the Shared Facility, the interests set forth on Exhibit "A" shall be adjusted based on the count of the wells listed on Exhibit "A" plus the additional wells drilled and capable of producing into the Shared Facility, and less any wells plugged or no longer producing into the Shared Facility. Should enlargements or improvements to the Shared Facility be required by the drilling of additional wells or changes in the production profile of wells already connected, the costs and risks of such enlargements or improvements shall be apportioned on well count basis considering only those wells which necessitate or cause the need for the enlargement or improvement. All expenditures pertaining to the Shared Facility enlargements or

improvements shall be made in accordance with the 1984 COPAS Accounting Procedure attached hereto as Exhibit "B".

### ARTICLE III OBLIGATIONS OF OPERATOR

3.1 The Operator shall establish and maintain a capital account for the Shared Facility. Said capital account shall be based upon the ownership of the Shared Facility as set forth in Exhibit "A". The ownership shall be adjusted as necessary upon the addition or elimination of producing wells served by the Shared Facility, but in any case not less than annually based upon then active producing well count of the wells listed on Exhibit "A" or additional wells which are drilled and connected to the Shared Facility and taking into account any capital additions and retirements made to the capital account. The total cost of the Shared Facility will be depreciated on a straight-line basis over a period of ten (10) years commencing from the date when the Shared Facility was completely installed and continuing every month thereafter; provided, however, the capital account shall not be reduced more than seventy-five percent (75%) of the Shared Facility's original value. If a modification, expansion, or addition to the Shared Facility is made after the Effective Date of this Agreement, the capital account shall be reduced in the same manner described above, from the month in which the modification, expansion, or addition is completed. The Operator shall adjust the capital account by crediting such amount to the Parties in proportion to their ownership in the Shared Facilities prior to the adjustment and by charging such amount to the Parties in proportion to their ownership based on the revised ownership calculation. If the amount charged against any Party is greater than the amount credited to such Party, Operator shall bill such Party pursuant to Exhibit "B".

3.2 Should the Shared Facility become unnecessary for the continuing operations, the salvage value of the Shared Facility less the cost of cleanup and restoration shall be apportioned to the Working Interest Partners of wells connected thereto. This apportionment will be based upon the last revision of the Working Interest Owners composite ownership in the Shared Facility at the time of disposition. Should the cost of cleanup and restoration exceed the salvage value of the Shared Facility, the excess cost shall be apportioned to the Leases based on well count of wells connected to the Shared Facility within 2 years of the time of disposition.

3.3 The Operator shall maintain expense accounts for the Shared Facility. Monthly maintenance and operating expenditures pertaining to the Shared Facility, which are not capitalized, shall be allocated to and charged against the individual Leases connected to the Shared Facility on a total throughput basis. Total throughput shall be allocated to the Leases connected to the Shared Facility based on total fluids produced determined by well test to be conducted at least monthly, with 5.8 MSCF of gas equivalent to 1 barrel of fluid. If at any time all of the subject Leases are not operated by a common operator, the operators of the various leases shall agree among themselves to establish a common well test methodology. Notwithstanding the foregoing, fuel gas consumed by production handling equipment that serves only one lease, shall be borne by such lease.

3.4 The Operator shall not undertake any single project reasonably estimated to require an expenditure of one hundred thousand dollars (\$100,000.00) or more, unless such project has been approved by a Party or Parties owning at least 75% of the interest of the parties that would be liable for the cost of such project, as set forth in this Article II. Notwithstanding the foregoing, in the event of an emergency, or if in the sole discretion of the Operator a perceived emergency exists that poses an imminent threat to life, safety, property, or the environment, the Operator may immediately make those expenditures as, in its opinion as a reasonable and prudent operator, are necessary to deal with the emergency, but only to the extent necessary to stabilize the situation and alleviate the imminent threat. The Operator shall report to the Parties, as promptly as possible, the nature of the emergency, the action taken, and the costs incurred.

3.5 The Operator may settle a claim or suit, or multiple claims or suits, arising out of the same incident, involving activities or operations under this Agreement or affecting the Shared Facility, if the aggregate expenditure does not exceed one hundred thousand dollars (\$100,000.00) and if the payment is in complete settlement of these claims or suits. If the amount required for settlement exceeds this amount, the Parties shall determine the further handling of the claims or suits, unless such authority is delegated to the Operator.

### ARTICLE IV OBLIGATIONS OF NON-OPERATOR

4.1 Pay for the maintenance and operation of the Shared Facility as set forth in this Agreement.

4.2 Pay for any enlargements or improvements to the Shared Facility as set forth in this Agreement.

### ARTICLE V LIABILITY OF THE PARTIES

5.1 The liability of the Parties in this Agreement shall be several, not joint or collective. Each Party shall be responsible only for its obligations, and shall be liable only for its proportionate share of the costs of operating the Shared Facility. It is not the intention of the Parties to create, nor shall this Agreement be construed as creating a mining or other partnership or association, or to tender the Parties liable, as partners. The Working Interest Owners of the Leases shall be individually responsible for their proportionate share of any liabilities attributable to a Lease in which they own an interest. In the event of an incident or loss involving all Leases, the Parties to this Agreement shall bear the entire loss in proportion to their ownership in the Shared Facility. Operator shall have full control of all operations of the Shared Facility within the limits of this Agreement. It shall conduct all operations in a good and workmanlike manner, but it shall have no liability as Operator to the other Parties for losses sustained or liabilities incurred, except such as may result from gross negligence or willful misconduct.

ARTICLE VI  
TERM

6.1 This Agreement shall become effective on the date hereof and shall remain in force and effect until (i) terminated by mutual agreement of the Parties, or (ii) the Shared Facility is no longer needed by Leases. It is agreed, however, that the termination of this Agreement shall not relieve any Party from liability which has accrued or attached prior to the date of such termination.

ARTICLE VII  
MISCELLANEOUS

7.1 **No Encumbrances.** As the Shared Facility and this Agreement are intended to benefit only the Working Interest Owners of the Leases named herein, no Party may sell or otherwise dispose of or encumber its interest in the Shared Facility except in connection with and as a part of a sale of its interest or an undivided portion thereof in any lease connected to and served by the Shared Facility.

7.2 **Laws.** Each Party agrees that it will comply at all times with such ordinances, laws and/or regulations of any city, county, state or federal government that are applicable to its obligations under this Agreement.

7.3 **Independent Contractor.** It is expressly acknowledged by the Parties hereto that each Party shall perform its obligation under this Agreement as an independent contractor and not as an employee, agent or representative of the other Party.

7.4 **No Partnership.** It is specifically understood that under no circumstances shall this Agreement have the effect of creating a partnership or joint venture between the Parties or of making the Parties partners nor a member of a joint venture in such Shared Facility.

7.5 **No Waiver.** The failure of either Party to insist, in any one or more instances, upon the strict performance of the terms, covenants, or conditions of this Agreement, or to exercise any rights hereunder, will not be construed as a waiver or relinquishment of the future performance of any rights, and the obligations of the other Party with respect to such future performance will continue in force and effect.

7.6 **Force Majeure.** Neither Party will be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service to the extent resulting directly or indirectly from any acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes, communications interruptions or any other cause beyond the reasonable control of such Party and not due to such Party's negligent acts or omissions.

7.7 **Assignment.** This Agreement shall be a covenant running with the oil and gas mineral estate which is burdened hereby and any interest created or conveyed pursuant to this Agreement shall be assignable by any Party hereto, their heirs, successors or assigns, provided that such conveyance shall be in connection with and as a part of a sale of the assignor's interest in and to any of the Leases connected to and served by the Shared Facility. Any such assignment shall contain terms and provisions whereby the assignor's purchaser shall assume and accept all of its assignor's share of any responsibility for or in connection with the Shared Facility and this Agreement.

7.8 **Taking Production in Kind.** Each Party shall have the right to separately dispose of its share of the oil and gas produced from the wells connected to the Shared Facility. Any extra expenditure incurred in the taking in kind or separate disposition by any party of its proportionate share shall be borne by such Party. In the event any Party fails to make arrangements to take in kind or separately dispose of its proportionate share of production from the Shared Facility, the Operator shall have the right, subject to the revocation by the party owning it, to purchase or sell it to others at any time and from time to time for the account of the non-taking Party.

7.9 **Access to Shared Facility.** Each Party shall have access to the Shared Facility at all reasonable times, at its sole cost and risk to inspect or observe operations, and shall have access at reasonable times to information pertaining to the development or operation thereof, including, at its sole cost, Operator's books and records relating thereto.

7.10 **Permits, Licenses and Regulations.** OXY agrees and understands that it is OXY's responsibility as Operator to abide by all federal, state and local rules and regulations pertaining to the operation of the Shared Facilities. OXY agrees and understands that changes in rules and policies by agencies or persons other than Non-Operators that affect the operation or use of the Shared Facilities are not Non-Operators' responsibility. OXY hereby represents that it has obtained the necessary licenses and permits required to operate the Shared Facility, or that it will obtain said licenses or permits at the expense of the Parties.

7.11 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. All duties and obligations of the Parties created hereunder are performable in Eddy County, New Mexico and Eddy County shall be the site and exclusive venue for any litigation, special proceeding and other proceeding between the Parties that may be brought or arise out of or in connection with, or by reason of this Agreement.

**7.12 Alternative Dispute Resolution.**

**7.12.1** The Parties agree that, before resorting to any formal dispute resolution process concerning any dispute arising from or in any way relating to this Agreement (a "Dispute"), they will first attempt to engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests, including their continuing business relationship. Party's designated Senior Management representative agree to participate directly in the negotiations. Unless otherwise agreed in writing, the parties shall have five (5) business days from the date the questioning party gives notice of the particular issue to begin these negotiations and fifteen (15) business days from the notice date to complete these negotiations concerning the Dispute.

**7.12.2** If the negotiations do not take place within the time provided in Section 7.12.1 above, or if the negotiations do not conclude with a mutually agreed upon solution within that time frame (or its agreed upon extension), the Parties agree to mediate any Dispute. If the Parties cannot agree upon a mediator, each shall select one name from a list of mediators maintained by any bona fide dispute resolution provider or other private mediator; the two selected shall then choose a third person who will serve as mediator. The Parties agree to have the principals participate in the mediation process, including being present throughout the mediation session(s). The Parties shall have thirty (30) days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate (as stated in Section 7.12.1 above). The Parties agree that any mediated settlement agreement may be converted to an arbitration award or judgment (or both) and enforced according to the governing rules of civil procedure. The Parties further confirm their motivation purpose in selecting mediation is to find a solution that serves their respective and mutual interests, including their continuing business relationship.

**7.12.3** If the mediation provided for in Section 7.12.2. above does not conclude with an agreement between the Parties resolving the Dispute, the Parties agree to submit the Dispute to binding arbitration in accordance with the CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration by three arbitrators who shall be neutral, independent, and generally knowledgeable about the type of transaction which gave rise to the dispute. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1-16; provided, however, that the arbitrators shall include in their report/award a list of findings, with supporting evidentiary references, upon which they have relied in making their decision. Judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration shall be Houston, Texas. Notwithstanding anything herein and regardless of any CPR procedures or rules, it is expressly agreed that the following shall apply and control over any other provision in this Article:

- (a) All offers, conduct, views, opinions, and statements, whether written oral, made in the course of negotiation by any of the Parties, their employees, agents, experts, attorneys, and representatives are confidential, made for compromise and settlement, protected from disclosure under Federal and State Rules of Evidence and Procedure, and inadmissible and not discoverable for any purpose, including impeachment, in litigation or legal proceedings between the Parties, and shall not be disclosed to anyone who is not an agent, employee, expert, or representative of the Parties; provided, however, that evidence otherwise discoverable or admissible is not excluded from discovery or admission as a result of presentation or use in negotiation or mediation.
- (b) Except to the extent that the Parties may agree upon selection of one or more arbitrators, the CPR shall select arbitrators from a panel reviewed by the Parties. Parties shall be entitled to exercise peremptory strikes against one-third of the panel and may challenge other candidates for lack of neutrality or lack of qualification. Challenges shall be resolved in accordance with CPR rules.
- (c) Parties shall have at least twenty (20) days following close of the arbitration hearing within which to submit a brief (not to exceed eighteen pages in length) and ten days from date of receipt of the opponent's brief within which to respond thereto (response not to exceed ten pages in length).
- (d) Arbitrators shall not award punitive damages or attorneys' fees (except attorneys' fees specifically authorized in Agreement).
- (e) The fees and expenses of the arbitrators shall be shared equally by the Parties.
- (f) The Parties may, by written agreement (signed by both Parties), alter any time deadline or location(s) for meeting(s), or procedure outlined herein or in the CPR rules.
- (g) Time is of the essence for purposes of the provisions of this Article.

**7.13 Entire Agreement.** This Agreement, together with the exhibits attached hereto, contains the entire agreement and understanding between the Parties hereto, and supersedes previous agreements, if any. There are no oral understandings, terms or conditions, and neither Party has relied upon any representations, expressed or implied; not contained in the Agreement. This Agreement may not be changed orally, but only by agreement in writing, executed by both Parties.

7.14 **Notices.** All notices and demands provided for herein shall be made to the Parties, as the case may be, at the address provided below. The Parties may change such address by giving the other Party written notice thereof.

OXY USA WTP LP  
5 Greenway Plaza, Suite 110  
Houston, TX 77046  
Attention: Land Manager

McCombs Energy LLC  
5599 San Felipe, Ste. 1200  
Houston, Texas 77056

COG Operating LLC  
550 W. Texas Ave, Suite 100  
Midland, Texas 79701  
Attention: Lisa Eggemeyer

Occidental Permian Ltd.  
5 Greenway Plaza, Suite 110  
Houston, TX 77046  
Attention: Land Manager

The Estate of Richard K. Barr  
C/o Beverly Barr  
8027 Chalk Knoll Dr.  
Austin, Texas 78735

ZPZ Delaware I LLC  
303 Veterans Airpark Lane,  
Suite 3000  
Midland, Texas 79705  
(432) 818-1000  
(432) 818-1190 Fax

Mark D. Wilson  
4501 Green Tree Boulevard  
Midland, Texas 79707

Voyager Gas Corporation  
C/o GCEC Operating Co Agent  
6630 Cypresswood Dr. #200  
Spring, Texas 77379

Chisos, Ltd.  
670 Dona Ana Rd SW  
Deming, NM 88030

Boling Enterprises LTD  
P.O. Box 2563  
Roswell, New Mexico 88202-  
2563

Andrews Oil LP  
C/o DJA LLC General Partner  
Suite 300-A  
1015 Bee Cave Woods Drive  
Austin, Texas 78746

Cross Border Resources, Inc.  
22610 US Hwy 281 North,  
Suite 218  
San Antonio, Texas 7825

Scott E. Wilson  
4601 Mirador Dr.  
Austin, Texas 78735

IN WITNESS WHEREOF, the undersigned Parties have executed or caused this instrument to be executed on their behalf effective the first day of the month after all the Parties owning a working interest in the Operating Agreements named hereinabove shall have executed this instrument.

**OPERATOR**

OXY USA WTP Limited Partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NON-OPERATORS**

Mark D. Wilson

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Andrews Oil LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Boling Enterprises LTD

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COG Operating LLC

By: [Signature]  
Name: Eric [Signature]  
Title: UP Operations

Scott E. Wilson

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ZPZ Delaware I LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

McCombs Energy LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Chisos, Ltd.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The Estate of Richard K. Barr

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Cross Border Resources, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Voyager Gas Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Occidental Permian Limited Partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

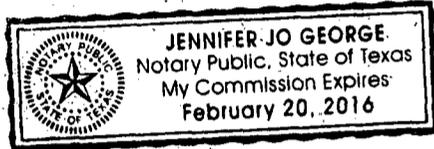
STATE OF TEXAS )  
 )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Stephen S. Flynn, Attorney in Fact for OXY USA WTP Limited Partnership, a Texas partnership, on behalf of said partnership.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF Texas )  
 )  
COUNTY OF Midland )

This instrument was acknowledged before me on the 13 day of June, 2011, by Jennifer George for Ertek Nelson, a VP of New Mexico



Jennifer George  
Notary Public, State of TEXAS

STATE OF )  
 )  
COUNTY OF )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

STATE OF )  
 )  
COUNTY OF )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

STATE OF )  
 )  
COUNTY OF )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

STATE OF )  
 )  
COUNTY OF )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

STATE OF )  
 )  
COUNTY OF )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

7.14 **Notices.** All notices and demands provided for herein shall be made to the Parties, as the case may be, at the address provided below. The Parties may change such address by giving the other Party written notice thereof.

OXY USA WTP LP  
5 Greenway Plaza, Suite 110  
Houston, TX 77046  
Attention: Land Manager

Occidental Permian Ltd.  
5 Greenway Plaza, Suite 110  
Houston, TX 77046  
Attention: Land Manager

Mark D. Wilson  
4501 Green Tree Boulevard  
Midland, Texas 79707

Boling Enterprises LTD  
P.O. Box 2563  
Roswell, New Mexico 88202-2563

Scott E. Wilson  
4601 Mirador Dr.  
Austin, Texas 78735

McCombs Energy, LLC  
5599 San Felipe, Ste. 1200  
Houston, Texas 77056

The Estate of Richard K. Barr  
C/o Beverly Barr  
8027 Chalk Knoll Dr.  
Austin, Texas 78735

Voyager Gas Corporation  
C/o CCEC Operating Co Agent  
6630 Cypresswood Dr. #200  
Spring, Texas 77379

Andrews Oil LP  
C/o DJA LLC General Partner  
Suite 300-A  
1015 Bee Cave Woods Drive  
Austin, Texas 78746

COG Operating LLC  
550 W. Texas Ave, Suite 100  
Midland, Texas 79701  
Attention: Lisa Eggemeyer

ZPZ Delaware I LLC  
303 Veterans Airpark Lane,  
Suite 3000  
Midland, Texas 79705  
(432) 818-1000  
(432) 818-1190 Fax.

Chisos Ltd.  
670 Dona Ana Rd SW  
Deming, NM 88030

Cross Border Resources, Inc.  
22610 US Hwy 281 North,  
Suite 218  
San Antonio, Texas 7825

IN WITNESS WHEREOF, the undersigned Parties have executed or caused this instrument to be executed on their behalf, effective the first day of the month after all the Parties owning a working interest in the Operating Agreements named hereinabove shall have executed this instrument.

**OPERATOR**

OXY USA WTP Limited Partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NON OPERATORS**

Mark D. Wilson

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Andrews Oil LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Boling Enterprises LTD

By: *Robert Michael Boling*  
Name: *Robert Michael Boling*  
Title: *Owner*

COG Operating LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Scott E. Wilson

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ZPZ Delaware I LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

McCombs Energy LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Chisos, Ltd.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The Estate of Richard K. Barr

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Cross Border Resources, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Voyager Gas Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Occidental Permian Limited Partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

7.14. Notices. All notices and demands provided for herein shall be made to the Parties, as the case may be, at the address provided below. The Parties may change such address by giving the other Party written notice thereof.

OXY USA WTP LP  
5 Greenway Plaza, Suite 110  
Houston, TX 77046  
Attention: Land Manager

McCombs Energy LLC  
5599 San Felipe, Ste. 1200  
Houston, Texas 77056

COG Operating LLC  
550 W. Texas Ave, Suite 100  
Midland, Texas 79701  
Attention: Lisa Eggemeyer

Occidental Permian Ltd.  
5 Greenway Plaza, Suite 110  
Houston, TX 77046  
Attention: Land Manager

The Estate of Richard K. Barr  
C/o Beverly Barr  
8027 Chalk Knoll Dr.  
Austin, Texas 78735

ZPZ Delaware I LLC  
303 Veterans Airpark Lane,  
Suite 3000  
Midland, Texas 79705  
(432) 818-1000  
(432) 818-1190 Fax

Mark D. Wilson  
4501 Green Tree Boulevard  
Midland, Texas 79707

Voyager Gas Corporation  
C/o CCEC Operating Co. Agent  
6630 Cypresswood Dr. #200  
Spring, Texas 77379

Chisos, Ltd.  
670 Dona Ana Rd SW  
Deming, NM 88030

Boling Enterprises LTD  
P.O. Box 2563  
Roswell, New Mexico 88202-2563

Andrews Oil LP  
C/o DJA LLC General Partner  
Suite 300-A  
1015 Bee Cave Woods Drive  
Austin, Texas 78746

Cross Border Resources, Inc.  
22610 US Hwy 281 North,  
Suite 218  
San Antonio, Texas 7825

Scott E. Wilson  
4601 Mirador Dr.  
Austin, Texas 78735

IN WITNESS WHEREOF, the undersigned Parties have executed or caused this instrument to be executed on their behalf effective the first day of the month after all the Parties owning a working interest in the Operating Agreements named hereinabove shall have executed this instrument.

**OPERATOR**

OXY USA WTP Limited Partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NON-OPERATORS**

Mark D. Wilson

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Andrews Oil LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Boling Enterprises LTD

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COG Operating LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Scott E. Wilson

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ZPZ Delaware I LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

McCombs Energy LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Chisos, Ltd.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

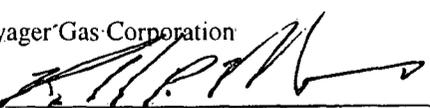
The Estate of Richard K. Barr

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Cross Border Resources, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Voyager Gas Corporation

By:   
Name: Robert P. Munn  
Title: President

Occidental Permian Limited Partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

7.14. **Notices.** All notices and demands provided for herein shall be made to the Parties, as the case may be, at the address provided below. The Parties may change such address by giving the other Party written notice thereof.

OXY USA WTP LP  
5 Greenway Plaza, Suite 110  
Houston, TX 77046  
Attention: Land Manager

McCombs Energy LLC  
5599 San Felipe, Ste. 1200  
Houston, Texas 77056

COG Operating LLC  
550 W. Texas Ave, Suite 100  
Midland, Texas 79701  
Attention: Lisa Eggemeyer

Occidental Permian Ltd.  
5 Greenway Plaza, Suite 110  
Houston, TX 77046  
Attention: Land Manager

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C/o Beverly Barr  
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Austin, Texas 78735

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(432) 818-1190 Fax

Mark D. Wilson  
4501 Green Tree Boulevard  
Midland, Texas 79707

Voyager Gas Corporation  
C/o GCEC Operating Co Agent  
6630 Cypresswood Dr. #200  
Spring, Texas 77379

Chisos, Ltd.  
670 Dona Ana Rd SW  
Deming, NM 88030

Boling Enterprises LTD  
P.O. Box 2563  
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C/o DJA LLC General Partner  
Suite 300-A  
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Cross Border Resources, Inc.  
22610 US Hwy 281 North,  
Suite 218  
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Scott E. Wilson  
4601 Mirador Dr.  
Austin, Texas 78735

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**OPERATOR**

OXY USA WTP Limited Partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NON-OPERATORS**

Mark D. Wilson

Andrews Oil LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Boling Enterprises LTD

COG Operating LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Scott E. Wilson

ZPZ Delaware I LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

McCombs Energy LLC

Chisos, Ltd.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The Estate of Richard K. Barr

Cross Border Resources, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: Lawrence J. Risley  
Name: Lawrence J. Risley  
Title: President

Voyager Gas Corporation

Occidental Permian Limited Partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

7.14. Notices. All notices and demands provided for herein shall be made to the Parties, as the case may be, at the address provided below. The Parties may change such address by giving the other Party written notice thereof.

OXY USA WTP LP  
5 Greenway Plaza, Suite 110  
Houston, TX 77046  
Attention: Land Manager

Occidental Permian Ltd.  
5 Greenway Plaza, Suite 110  
Houston, TX 77046  
Attention: Land Manager

Mark D. Wilson  
4501 Green Tree Boulevard  
Midland, Texas 79707

Boling Enterprises LTD  
P.O. Box 2563  
Roswell, New Mexico 88202-  
2563

Scott E. Wilson  
4601 Mirador Dr.  
Austin, Texas 78735

McCombs Energy LLC  
5599 San Felipe, Ste. 1200  
Houston, Texas 77056

The Estate of Richard K. Barr  
C/o Beverly Barr  
8027 Chalk Knoll Dr.  
Austin, Texas 78735

Voyager Gas Corporation  
C/o CCEC Operating Co Agent  
6630 Cypresswood Dr. #200  
Spring, Texas 77379

Andrews Oil LP  
C/o DJA LLC General Partner  
Suite 300-A  
1015 Bee Cave Woods Drive  
Austin, Texas 78746

COG Operating LLC  
550 W. Texas Ave, Suite 100  
Midland, Texas 79701  
Attention: Lisa Eggemeyer

ZPZ Delaware I LLC  
303 Veterans Airpark Lane,  
Suite 3000  
Midland, Texas 79705  
(432) 818-1000  
(432) 818-1190 Fax

Chisos, Ltd.  
670 Dona Ana Rd SW  
Deming, NM 88030

Cross Border Resources, Inc.  
22610 US Hwy 281 North,  
Suite 218  
San Antonio, Texas 7825

IN WITNESS WHEREOF, the undersigned Parties have executed or caused this instrument to be executed on their behalf effective the first day of the month after all the Parties owning a working interest in the Operating Agreements named hereinabove shall have executed this instrument.

**OPERATOR**

OXY USA WTP Limited Partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NON OPERATORS**

Mark D. Wilson

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Boling Enterprises LTD

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Scott E. Wilson

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

McCombs Energy LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The Estate of Richard K. Barr

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Voyager Gas Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Andrews Oil LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

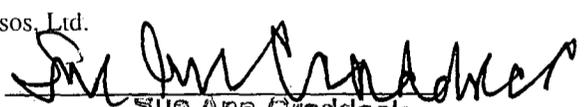
COG Operating LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ZPZ Delaware I LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Chisos, Ltd.

By:   
Name: Sue Ann Craddock  
Title: President

Cross Border Resources, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Occidental Permian Limited Partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

7.14: **Notices.** All notices and demands provided for herein shall be made to the Parties, as the case may be, at the address provided below. The Parties may change such address by giving the other Party written notice thereof.

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Attention: Land Manager

McCombs Energy, LLC  
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Houston, Texas 77056

COG Operating LLC  
550 W. Texas Ave, Suite 100  
Midland, Texas 79701  
Attention: Lisa Eggemeyer

Occidental Permian Ltd.  
5 Greenway Plaza, Suite 110  
Houston, TX 77046  
Attention: Land Manager

The Estate of Richard K. Barr  
C/o Beverly Barr  
8027 Chalk Knoll Dr.  
Austin, Texas 78735

ZPZ Delaware I LLC  
303 Veterans Airpark Lane,  
Suite 3000  
Midland, Texas 79705  
(432) 818-1000  
(432) 818-1190 Fax

Mark D. Wilson  
4501 Green Tree Boulevard  
Midland, Texas 79707

Voyager Gas Corporation  
C/o CCEC Operating Co Agent  
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Spring, Texas 77379

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Deming, NM 88030

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Roswell, New Mexico 88202-  
2563

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C/o DJA LLC General Partner  
Suite 300-A  
1015 Bee Cave Woods Drive  
Austin, Texas 78746

Cross Border Resources, Inc.  
22610 US Hwy 281 North,  
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San Antonio, Texas 7825

Scott E. Wilson  
4601 Mirador Dr.  
Austin, Texas 78735

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**OPERATOR**

OXY USA WTP Limited Partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NON-OPERATORS**

Mark D. Wilson

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Andrews Oil LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Boling Enterprises LTD

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COG Operating LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Scott E. Wilson

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ZPZ Delaware I LLC

By: Timothy R. Custer  
Name: TIMOTHY R. CUSTER  
Title: ATTORNEY IN FACT

McCombs Energy LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Chisos, Ltd.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The Estate of Richard K. Barr

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Cross Border Resources, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Voyager Gas Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Occidental Permian Limited Partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Attention: Land Manager

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Houston, Texas 77056

COG Operating LLC  
550 W. Texas Ave, Suite 100  
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Attention: Lisa Eggemeyer

Occidental Permian Ltd.  
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Attention: Land Manager

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2563

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Cross Border Resources, Inc.  
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Suite 218  
San Antonio, Texas 7825

Scott E. Wilson  
4601 Mirador Dr.  
Austin, Texas 78735

IN WITNESS WHEREOF, the undersigned Parties have executed or caused this instrument to be executed on their behalf effective the first day of the month after all the Parties owning a working interest in the Operating Agreements named hereinabove shall have executed this instrument.

**OPERATOR**

OXY USA WTP Limited Partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NON OPERATORS**

Mark D. Wilson

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Andrews Oil LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Boling Enterprises LTD

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COG Operating LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

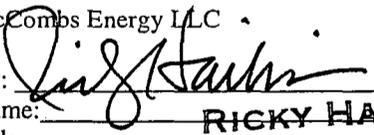
Scott E. Wilson

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ZPZ Delaware I LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

McCombs Energy LLC

By:   
Name: **RICKY HAIKIN**  
Title: **VICE PRESIDENT**

Chisos, Ltd.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The Estate of Richard K. Barr

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Cross Border Resources, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Voyager Gas Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

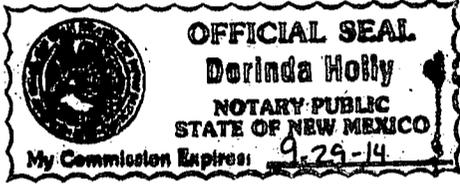
Occidental Permian Limited Partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEW MEXICO

COUNTY OF LUNA

This instrument was acknowledged before me on the 3<sup>rd</sup> day of January 2012 by Sue Ann Craddock, President of Chisos, Ltd., a Texas limited partnership, and on behalf of said partnership.



Dorinda Holly  
Notary Public in and for the State of New Mexico  
County of Luna

My Commission Expires:  
9-29-14

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_  
for \_\_\_\_\_, a \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

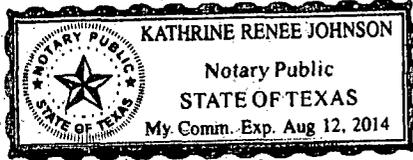
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_  
for \_\_\_\_\_, a \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

STATE OF Texas )  
COUNTY OF Midland )

This instrument was acknowledged before me on the 20th day of December, 2011, by Timothy R. Christel  
for Apache Corporation, a Delaware Corporation



Kathrine Renee Johnson  
Notary Public, State of \_\_\_\_\_

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_  
for \_\_\_\_\_, a \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_  
for \_\_\_\_\_, a \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_  
for \_\_\_\_\_, a \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

STATE OF TEXAS }  
COUNTY OF HARRIS }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Stephen S. Flynn, Attorney in Fact for OXY USA WTP Limited Partnership, a Texas partnership, on behalf of said partnership.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF }  
COUNTY OF }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

STATE OF }  
COUNTY OF }

This instrument was acknowledged before me on the 19th day of December, 2011, by Robert Boling for Boling Enterprises LLC

Patricia S. Turner  
Notary Public, State of New Mexico

STATE OF }  
COUNTY OF }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

STATE OF }  
COUNTY OF }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

STATE OF }  
COUNTY OF }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

STATE OF }  
COUNTY OF }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

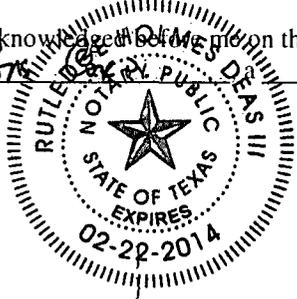
STATE OF TEXAS }  
COUNTY OF HARRIS }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Stephen S. Flynn, Attorney in Fact for OXY USA WTP Limited Partnership, a Texas partnership, on behalf of said partnership.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS }  
COUNTY OF HARRIS }

This instrument was acknowledged before me on the 16<sup>th</sup> day of December, 2011, by Robert F. Munn for Vogager GM PRESIDENT



Richard H. Dean  
Notary Public, State of

STATE OF }  
COUNTY OF }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of

STATE OF }  
COUNTY OF }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of

STATE OF }  
COUNTY OF }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of

STATE OF }  
COUNTY OF }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of

STATE OF }  
COUNTY OF }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_  
for \_\_\_\_\_, a \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_  
for \_\_\_\_\_, a \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_  
for \_\_\_\_\_, a \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

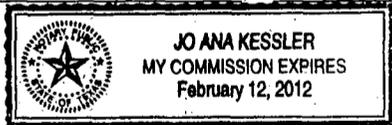
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_  
for \_\_\_\_\_, a \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

STATE OF TEXAS )  
COUNTY OF BEXAR )

This instrument was acknowledged before me on the 19<sup>th</sup> day of DECEMBER, 2011, by LAWRENCE J. RISLEY  
for Cross Border Resources Inc, a NEW YORK Corporation



Jo Ana Kessler  
Notary Public, State of TEXAS

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_  
for \_\_\_\_\_, a \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

STATE OF TEXAS }  
COUNTY OF HARRIS }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Stephen S. Flynn, Attorney in Fact for OXY USA WTP Limited Partnership, a Texas partnership, on behalf of said partnership.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF Texas }  
COUNTY OF Harris }

This instrument was acknowledged before me on the 8th day of Dec, 2011, by Stephen Harkin for McCombs Energy LLC, a Texas Limited Partnership

Sharon Metcalf McDonald  
Notary Public, State of Texas



STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

STATE OF }  
COUNTY OF }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_  
for \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of

STATE OF }  
COUNTY OF }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_  
for \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of

STATE OF }  
COUNTY OF }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_  
for \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of

STATE OF }  
COUNTY OF }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_  
for \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of

STATE OF }  
COUNTY OF }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_  
for \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of

STATE OF }  
COUNTY OF }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_  
for \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of

Exhibit "A" - Interests of the Parties  
 SHARED FACILITY AGREEMENT  
 YESO-RED LAKE AREA  
 EDDY COUNTY, NEW MEXICO

NET WELL COUNT														
Contract Area: W2 Section 21 T17S-R28E, Eddy Co.	OXY	Scott E. Wilson	The Estate of Richard K. Barr	McCombs Energy LLC	Voyager Gas Corporation	Andrews Oil LP	Mark D. Wilson	Boling Enterprises LTD	ZPZ Delaware I LLC	COG Operating LLC	Chisos Ltd.	Cross Border Resources Inc.	Occidental Permian Limited Partnership	TOTAL
Piglet 21 State #4	0.47425	0.08762496	0.08762504	0.3066875	0.02190628	0.02190622	0	0	0	0	0	0	0	1
Piglet 21 State #5	0.47425	0.08762496	0.08762504	0.3066875	0.02190628	0.02190622	0	0	0	0	0	0	0	1
Piglet 21 State #6	0.47425	0.08762496	0.08762504	0.3066875	0.02190628	0.02190622	0	0	0	0	0	0	0	1
Piglet 21 State #7	0.47425	0.08762496	0.08762504	0.3066875	0.02190628	0.02190622	0	0	0	0	0	0	0	1
<b>Contract Area: E2 Section 21 T17S-R28E, Eddy Co.</b>														
Piglet 21 State #1	0.457625	0.0851875	0.0851875	0.29815625	0.02129687	0.02129688	0.01875	0.0125	0	0	0	0	0	1
Piglet 21 State #2	0.457625	0.0851875	0.0851875	0.29815625	0.02129687	0.02129688	0.01875	0.0125	0	0	0	0	0	1
Piglet 21 State #3	0.457625	0.0851875	0.0851875	0.29815625	0.02129687	0.02129688	0.01875	0.0125	0	0	0	0	0	1
<b>Contract Area: W2 Section 22 T17S-R28E, Eddy Co.</b>														
Roo 22 State #3	0.28375	0.0709375	0.0709375	0.2482813	0.01773435	0.01773435	0	0	0.075	0.05	0.03125	0.03125	0.103125	1
Roo 22 State #4	0.28375	0.0709375	0.0709375	0.2482813	0.01773435	0.01773435	0	0	0.075	0.05	0.03125	0.03125	0.103125	1
Roo 22 State #5	0.28375	0.0709375	0.0709375	0.2482813	0.01773435	0.01773435	0	0	0.075	0.05	0.03125	0.03125	0.103125	1
Roo 22 State #7	0.28375	0.0709375	0.0709375	0.2482813	0.01773435	0.01773435	0	0	0.075	0.05	0.03125	0.03125	0.103125	1
Roo 22 State #8	0.28375	0.0709375	0.0709375	0.2482813	0.01773435	0.01773435	0	0	0.075	0.05	0.03125	0.03125	0.103125	1
<b>TOTAL NET WELL COUNT</b>	<b>4.688625</b>	<b>0.96074984</b>	<b>0.96075016</b>	<b>3.36262525</b>	<b>0.24018748</b>	<b>0.24018727</b>	<b>0.05625</b>	<b>0.0375</b>	<b>0.375</b>	<b>0.25</b>	<b>0.15625</b>	<b>0.15625</b>	<b>0.515625</b>	<b>12</b>
<b>WI OF PARTIES</b>	<b>0.39071875</b>	<b>0.08006249</b>	<b>0.08006251</b>	<b>0.28021877</b>	<b>0.02001562</b>	<b>0.02001561</b>	<b>0.00468750</b>	<b>0.00312500</b>	<b>0.03125000</b>	<b>0.02083333</b>	<b>0.01302083</b>	<b>0.01302083</b>	<b>0.04296875</b>	<b>1</b>

EXHIBIT " B "

1 Attached to and made a part of that certain Shared Facility Agreement; dated December 1, 2011, by and between OXY  
2 USA WTP Limited Partnership, as Operator; and Non-Operators.  
3  
4  
5  
6  
7

8 **ACCOUNTING PROCEDURE**  
9 **JOINT OPERATIONS**

10 **I. GENERAL PROVISIONS**

11 **1. Definitions**

12 "Joint Property" shall mean the real and personal property that are part of the Shared Facility subject to the agreement to which this  
13 Accounting Procedure is attached.

14 "Joint Operations" shall mean all operations necessary or proper for the development, operation, protection and maintenance of the  
15 Joint Property.

16 "Joint Account" shall mean the account showing the charges paid and credits received in the conduct of the Joint Operations and which  
17 are to be shared by the Parties.

18 "Operator" shall mean the Party designated to conduct the Joint Operations.

19 "Non-Operators" shall mean the Parties to this agreement other than the Operator.

20 "Parties" shall mean Operator and Non-Operators.

21 "First Level Supervisors" shall mean those employees whose primary function in Joint Operations is the direct supervision of other  
22 employees and/or contract labor directly employed on the Joint Property in a field operating capacity.

23 "Technical Employees" shall mean those employees having special and specific engineering, geological or other professional skills,  
24 and whose primary function in Joint Operations is the handling of specific operating conditions and problems for the benefit of the  
25 Joint Property.

26 "Personal Expenses" shall mean travel and other reasonable reimbursable expenses of Operator's employees.

27 "Material" shall mean personal property, equipment or supplies acquired or held for use on the Joint Property.

28 "Controllable Material" shall mean Material which at the time is so classified in the Material Classification Manual as most  
29 recently recommended by the Council of Petroleum Accountants Societies.

30 **2. Statement and Billings**

31 Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of the Joint Account for the  
32 preceding month. Such bills will be accompanied by statements which identify the authority for expenditure, lease or facility, and all  
33 charges and credits summarized by appropriate classifications of investment and expense except that items of Controllable Material  
34 and unusual charges and credits shall be separately identified and fully described in detail.

35 **3. Advances and Payments by Non-Operators**

36 A. Unless otherwise provided in the Agreement, the Operator may require the Non-Operators to advance their share of estimated  
37 cash outlay for the succeeding month's operation within fifteen (15) days after receipt of the billing or by the first day of the month  
38 for which the advance is required, whichever is later. Operator shall adjust each monthly billing to reflect advances received from  
39 the Non-Operators.

40 B. Each Non-Operator shall pay its proportion of all bills within fifteen (15) days after receipt. If payment is not made within such time,  
41 the unpaid balance shall bear interest monthly at the prime rate in effect at Bank of America in San Francisco on the first day of the month  
42 in which delinquency occurs plus 1% or the maximum contract rate permitted by the applicable usury laws in the state in which  
43 the Joint Property is located, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the  
44 collection of unpaid amounts.

45 **4. Adjustments**

46 Payment of any such bills shall not prejudice the right of any Non-Operator to protest or question the correctness thereof; provided,  
47 however, all bills and statements rendered to Non-Operators by Operator during any calendar year shall conclusively be presumed to  
48 be true and correct after twenty-four (24) months following the end of any such calendar year, unless within the said twenty-four (24)  
49 month period a Non-Operator takes written exception thereto and makes claim on Operator for adjustment. No adjustment favorable  
50 to Operator shall be made unless it is made within the same prescribed period. The provisions of this paragraph shall not prevent  
51 adjustments resulting from a physical inventory of Controllable Material as provided for in Section V.  
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1 5. Audits

2  
3 A. A Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit Operator's accounts  
4 and records relating to the Joint Account for any calendar year within the twenty-four (24) month period following the end of  
5 such calendar year; provided, however, the making of an audit shall not extend the time for the taking of written exception to and  
6 the adjustments of accounts as provided for in Paragraph 4 of this Section I. Where there are two or more Non-Operators, the  
7 Non-Operators shall make every reasonable effort to conduct a joint audit in a manner which will result in a minimum of  
8 inconvenience to the Operator. Operator shall bear no portion of the Non-Operators' audit cost incurred under this paragraph  
9 unless agreed to by the Operator. The audits shall not be conducted more than once each year without prior approval of  
10 Operator, except upon the resignation or removal of the Operator, and shall be made at the expense of those Non-Operators  
11 approving such audit.

12  
13 B. The Operator shall reply in writing to an audit report within 180 days after receipt of such report.

14  
15 6. Approval By Non-Operators

16  
17 Where an approval or other agreement of the Parties or Non-Operators is expressly required under other sections of this  
18 Accounting Procedure and if the Agreement to which this Accounting Procedure is attached contains no contrary provisions in regard  
19 thereto, Operator shall notify all Non-Operators of the Operator's proposal, and the agreement or approval of a majority in interest of the  
20 Non-Operators shall be controlling on all Non-Operators.

21  
22  
23 II. DIRECT CHARGES

24  
25 Operator shall charge the Joint Account with the following items:

26  
27 1. Ecological and Environmental

28  
29 Costs incurred for the benefit of the Joint Property as a result of governmental or regulatory requirements to satisfy  
30 environmental considerations applicable to the Joint Operations. Such costs may include surveys of an ecological or archaeological  
31 nature and pollution control procedures as required by applicable laws and regulations.

32  
33 2. Rentals and Royalties

34  
35 Lease rentals and royalties paid by Operator for the Joint Operations.

36  
37 3. Labor

- 38  
39 A. (1) Salaries and wages of Operator's field employees directly employed on the Joint Property in the conduct of Joint Operations.  
40  
41 (2) Salaries of First level Supervisors in the field.  
42  
43 (3) Salaries and wages of Technical Employees directly employed on the Joint Property if such charges are excluded from  
44 the overhead rates.  
45  
46 (4) Salaries and wages of Technical Employees either temporarily or permanently assigned to and directly employed in the  
47 operation or the Joint Property if such charges are excluded from the overhead rates.  
48  
49 B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to employees whose  
50 salaries and wages are chargeable to the Joint Account under Paragraph 3A of this Section II. Such costs under this Paragraph 3B  
51 may be charged on a "when and as paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to  
52 the Joint Account under Paragraph 3A of this Section II. If percentage assessment is used, the rate shall be based on the Operator's  
53 cost experience.  
54  
55 C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to  
56 Operator's costs chargeable to the Joint Account under Paragraphs 3A and 3B of this Section II.  
57  
58 D. Personal Expenses of those employees whose salaries and wages are chargeable to the Joint Account under Paragraphs 3A of  
59 this Section II.  
60

61 4. Employee Benefits

62  
63 Operator's current costs of established plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase,  
64 thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost chargeable to the Joint Account under Paragraphs  
65 3A and 3B of this Section II shall be Operator's actual cost not to exceed the percent most recently recommended by the Council of  
66 Petroleum Accountants Societies.  
67  
68  
69  
70

1 5. **Material**

2  
3 Material purchased or furnished by Operator for use on the Joint Property as provided under Section IV. Only such Material shall  
4 be purchased for or transferred to the Joint Property as may be required for immediate use and is reasonably practical and consistent  
5 with efficient and economical operations. The accumulation of surplus stocks shall be avoided.  
6

7 6. **Transportation**

8  
9 Transportation of employees and Material necessary for the Joint Operations but subject to the following limitations:

10  
11 A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be made to the  
12 Joint Account for a distance greater than the distance from the nearest reliable supply store where like material is normally available  
13 or railway receiving point nearest the Joint Property unless agreed to by the Parties.  
14

15 B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint Account for a  
16 distance greater than the distance to the nearest reliable supply store where like material is normally available, or railway  
17 receiving point nearest the Joint Property unless agreed to by the Parties. No charge shall be made to the Joint Account for  
18 moving Material to other properties belonging to Operator, unless agreed to by the Parties.  
19

20 C. In the application of subparagraphs A and B above, the option to equalize or charge actual trucking cost is available when the  
21 actual charge is \$400 or less excluding accessorial charges. The \$400 will be adjusted to the amount most recently recommended by  
22 the Council of Petroleum Accountants Societies.  
23

24 7. **Services**

25  
26 The cost of contract services, equipment and utilities provided by outside sources, except services excluded by Paragraph 10 of Section II  
27 and Paragraph i, ii, and iii, of Section III. The cost of professional consultant services and contract services of technical personnel  
28 directly engaged on the Joint Property if such charges are excluded from the overhead rates. The cost of professional consultant services  
29 or contract services of technical personnel not directly engaged on the Joint Property shall not be charged to the Joint Account  
30 unless previously agreed to by the Parties.  
31

32 8. **Equipment and Facilities Furnished By Operator**

33  
34 A. Operator shall charge the Joint Account for use of Operator owned equipment and facilities at rates commensurate with costs  
35 of ownership and operation. Such rates shall include costs of maintenance, repairs, other operating expense, insurance, taxes,  
36 depreciation, and interest on gross investment less accumulated depreciation not to exceed eight percent (8 %)  
37 per annum. Such rates shall not exceed average commercial rates currently prevailing in the immediate area of the Joint Property.  
38

39 B. In lieu of charges in Paragraph 8A above, Operator may elect to use average commercial rates prevailing in the immediate area of  
40 the Joint Property less 20%. For automotive equipment, Operator may elect to use rates published by the Petroleum Motor  
41 Transport Association.  
42

43 9. **Damages and Losses to Joint Property**

44  
45 All costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or losses incurred by  
46 fire, flood, storm, theft, accident, or other cause, except those resulting from Operator's gross negligence or willful misconduct.  
47 Operator shall furnish Non-Operator written notice of damages or losses incurred as soon as practicable after a report thereof has  
48 been received by Operator.  
49

50 10. **Legal Expense**

51  
52 Expense of handling, investigating and settling litigation or claims, discharging of liens, payment of judgments and amounts paid  
53 for settlement of claims incurred in or resulting from operations under the Agreement or necessary to protect or recover the Joint  
54 Property, except that no charge for services of Operator's legal staff or fees or expense of outside attorneys shall be made unless  
55 previously agreed to by the Parties. ~~All other legal expense is considered to be covered by the overhead provisions of Section III~~  
56 ~~unless otherwise agreed to by the Parties, except as provided in Section I, Paragraph 2.~~  
57

58 11. **Taxes**

59  
60 All taxes of every kind and nature assessed or levied upon or in connection with the Joint Property, the operation thereof, or the  
61 production therefrom, and which taxes have been paid by the Operator for the benefit of the Parties. If the ad valorem taxes are based  
62 in whole or in part upon separate valuations of each pParty's working interest, then notwithstanding anything to the contrary herein,  
63 charges to the Joint Account shall be made and paid by the Parties hereto in accordance with the tax value generated by each pParty's  
64 working interest.  
65  
66  
67  
68  
69  
70

12. Insurance

Net premiums paid for insurance required to be carried for the Joint Operations for the protection of the Parties. In the event Joint Operations are conducted in a state in which Operator may act as self-insurer for Worker's Compensation and/or Employers Liability under the respective state's laws, Operator may, at its election, include the risk under its self-insurance program and in that event, Operator shall include a charge at Operator's cost not to exceed manual rates.

13. Abandonment and Reclamation

Costs incurred for abandonment of the Joint Property, including costs required by governmental or other regulatory authority.

14. Communications

Cost of acquiring, leasing, installing, operating, repairing and maintaining communication systems, including radio and microwave facilities directly serving the Joint Property. In the event communication facilities/systems serving the Joint Property are Operator owned, charges to the Joint Account shall be made as provided in Paragraph 8 of this Section II.

15. Other Expenditures

Any other expenditure not covered or dealt with in the foregoing provisions of this Section II, or in Section III and which is of direct benefit to the Joint Property and is incurred by the Operator in the necessary and proper conduct of the Joint Operations.

III. OVERHEAD

~~I. Overhead - Drilling and Producing Operations~~

~~i. As compensation for administrative, supervision, office services and warehousing costs, Operator shall charge drilling and producing operations on either:~~

- ~~( ) Fixed Rate Basis, Paragraph 1A, or~~
- ~~( ) Percentage Basis, Paragraph 1B~~

~~Unless otherwise agreed to by the Parties, such charge shall be in lieu of costs and expenses of all offices and salaries or wages plus applicable burdens and expenses of all personnel, except those directly chargeable under Paragraph 3A, Section II. The cost and expense of services from outside sources in connection with matters of taxation, traffic, accounting or matters before or involving governmental agencies shall be considered as included in the overhead rates provided for in the above selected Paragraph of this Section III unless such cost and expense are agreed to by the Parties as a direct charge to the Joint Account.~~

~~ii. The salaries, wages and Personal Expenses of Technical Employees and/or the cost of professional consultant services and contract services of technical personnel directly employed on the Joint Property:~~

- ~~( ) shall be covered by the overhead rates, or~~
- ~~( ) shall not be covered by the overhead rates.~~

~~iii. The salaries, wages and Personal Expenses of Technical Employees and/or costs of professional consultant services and contract services of technical personnel either temporarily or permanently assigned to and directly employed in the operation of the Joint Property:~~

- ~~( ) shall be covered by the overhead rates, or~~
- ~~( ) shall not be covered by the overhead rates.~~

A. Overhead - Fixed Rate Basis

(1) Operator shall charge the Joint Account at the following rates per well per month:

Drilling Well Rate \$ \_\_\_\_\_  
(Prorated for less than a full month)

Producing Well Rate \$ \_\_\_\_\_

(2) Application of Overhead - Fixed Rate Basis shall be as follows:

(a) Drilling Well Rate

(1) Charges for drilling wells shall begin on the date the well is spudded and terminate on the date the drilling rig, completion rig, or other units used in completion of the well is released, whichever is later, except that no

1. charge shall be made during suspension of drilling or completion operations for fifteen (15) or more  
2. consecutive calendar days.

3.  
4. (2) Charges for wells undergoing any type of workover or recompletion for a period of five (5) consecutive work days  
5. or more shall be made at the drilling well rate. Such charges shall be applied for the period from date  
6. workover operations, with rig or other units used in workover, commence through date of rig or other unit  
7. release, except that no charge shall be made during suspension of operations for fifteen (15) or more  
8. consecutive calendar days.

9.  
10. (b) Producing Well Rates

11.  
12. (1) An active well either produced or injected into for any portion of the month shall be considered as a one well  
13. charge for the entire month.

14.  
15. (2) Each active completion in a multi completed well in which production is not commingled down hole shall  
16. be considered as a one well charge providing each completion is considered a separate well by the  
17. governing regulatory authority.

18.  
19. (3) An inactive gas well shut in because of overproduction or failure of purchaser to take the production shall  
20. be considered as a one well charge providing the gas well is directly connected to a permanent sales outlet.

21.  
22. (4) A one well charge shall be made for the month in which plugging and abandonment operations are completed on  
23. any well. This one well charge shall be made whether or not the well has produced except when drilling well  
24. rate applies.

25.  
26. (5) All other inactive wells (including but not limited to inactive wells covered by unit allowable, lease  
27. allowable, transferred allowable, etc.) shall not qualify for an overhead charge.

28.  
29. (3) The well rates shall be adjusted as of the first day of April each year following the effective date of the agreement to which  
30. this Accounting Procedure is attached by the percent increase or decrease published by COPAS.

31.  
32. B. Overhead Percentage Basis

33.  
34. (1) Operator shall charge the Joint Account at the following rates:

35.  
36. (a) Development

37.  
38. \_\_\_\_\_ Percent (\_\_\_\_%) of the cost of development of the Joint Property exclusive of costs  
39. provided under Paragraph 10 of Section II and all salvage credits.

40.  
41. (b) Operating

42.  
43. \_\_\_\_\_ Percent (\_\_\_\_%) of the cost of operating the Joint Property exclusive of costs provided  
44. under Paragraphs 2 and 10 of Section II, all salvage credits, the value of injected substances purchased for  
45. secondary recovery and all taxes and assessments which are levied, assessed and paid upon the mineral interest in  
46. and to the Joint Property.

47.  
48. (2) Application of Overhead Percentage Basis shall be as follows:

49.  
50. For the purpose of determining charges on a percentage basis under Paragraph 1B of this Section III, development shall  
51. include all costs in connection with drilling, redrilling, deepening, or any remedial operations on any or all wells involving  
52. the use of drilling rig and crew capable of drilling to the producing interval on the Joint Property; also, preliminary  
53. expenditures necessary in preparation for drilling and expenditures incurred in abandoning when the well is not completed  
54. as a producer, and original cost of construction or installation of fixed assets, the expansion of fixed assets and any other  
55. project clearly discernible as a fixed asset, except Major Construction as defined in Paragraph 2 of this Section III. All  
56. other costs shall be considered as operating.

57.  
58. 2. Overhead Major Construction

59.  
60. To compensate Operator for overhead costs incurred in the construction and installation of fixed assets, the expansion of fixed assets, and  
61. any other project clearly discernible as a fixed asset required for the development and operation of the Joint Property, Operator shall  
62. either negotiate a rate prior to the beginning of construction, or shall charge the Joint Account for overhead based on the following rates  
63. for any Major Construction project in excess of \$\_\_\_\_\_:

64.  
65. A. \_\_\_\_\_ % of first \$100,000 or total cost if less, plus

66.  
67. B. \_\_\_\_\_ % of costs in excess of \$100,000 but less than \$1,000,000, plus

68.  
69. C. \_\_\_\_\_ % of costs in excess of \$1,000,000.

70.

1 Total cost shall mean the gross cost of any one project. For the purpose of this paragraph, the component parts of a single project shall  
2 not be treated separately and the cost of drilling and workover wells and artificial lift equipment shall be excluded.

3  
4 **3. Catastrophe Overhead**

5  
6 To compensate Operator for overhead costs incurred in the event of expenditures resulting from a single occurrence due to oil spill,  
7 blowout, explosion, fire, storm, hurricane, or other catastrophes as agreed to by the Parties, which are necessary to restore the Joint  
8 Property to the equivalent condition that existed prior to the event causing the expenditures, Operator shall either negotiate a rate  
9 prior to charging the Joint Account or shall charge the Joint Account for overhead based on the following rates:

10  
11 A. \_\_\_\_\_ % of total costs through \$100,000, plus

12  
13 B. \_\_\_\_\_ % of total costs in excess of \$100,000 but less than \$1,000,000, plus

14  
15 C. \_\_\_\_\_ % of total costs in excess of \$1,000,000.

16  
17 Expenditures subject to the overheads above will not be reduced by insurance recoveries, and no other overhead provisions of this  
18 Section III shall apply.

19  
20 **4. Amendment of Rates**

21  
22 The overhead rates provided for in this Section III may be amended from time to time only by mutual agreement between the Parties hereto  
23 if, in practice, the rates are found to be insufficient or excessive.

24  
25  
26 **IV. PRICING OF JOINT ACCOUNT MATERIAL PURCHASES, TRANSFERS AND DISPOSITIONS**

27  
28 Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for all Material movements affecting the  
29 Joint Property. Operator shall provide all Material for use on the Joint Property; however, at Operator's option, such Material may be supplied  
30 by the Non-Operator. Operator shall make timely disposition of idle and/or surplus Material, such disposal being made either through sale to  
31 Operator or Non-Operator, division in kind, or sale to outsiders. Operator may purchase, but shall be under no obligation to purchase, interest  
32 of Non-Operators in surplus condition A or B Material. The disposal of surplus Controllable Material not purchased by the Operator shall be agreed  
33 to by the Parties.

34  
35 **1. Purchases**

36  
37 Material purchased shall be charged at the price paid by Operator after deduction of all discounts received. In case of Material found  
38 to be defective or returned to vendor for any other reasons, credit shall be passed to the Joint Account when adjustment has been received  
39 by the Operator.

40  
41 **2. Transfers and Dispositions**

42  
43 Material furnished to the Joint Property and Material transferred from the Joint Property or disposed of by the Operator, unless  
44 otherwise agreed to by the Parties, shall be priced on the following basis exclusive of cash discounts:

45  
46 **A. New Material (Condition A)**

47  
48 **(1) Tubular Goods Other than Line Pipe**

49  
50 (a) Tubular goods, sized 2 3/8 inches OD and larger, except line pipe, shall be priced at Eastern mill published carload  
51 base prices effective as of date of movement plus transportation cost using the 80,000 pound carload weight basis  
52 to the railway receiving point nearest the Joint Property for which published rail rates for tubular goods exist. If the  
53 80,000 pound rail rate is not offered, the 70,000 pound or 90,000 pound rail rate may be used. Freight charges  
54 for tubing will be calculated from Lorain, Ohio and casing from Youngstown, Ohio.

55  
56 (b) For grades which are special to one mill only, prices shall be computed at the mill base of that mill plus transportation  
57 cost from that mill to the railway receiving point nearest the Joint Property as provided above in Paragraph 2.A.(1)(a).  
58 For transportation cost from points other than Eastern mills, the 30,000 pound Oil Field Haulers Association interstate  
59 truck rate shall be used.

60  
61 (c) Special end finish tubular goods shall be priced at the lowest published out-of-stock price, f.o.b. Houston, Texas,  
62 plus transportation cost, using Oil Field Haulers Association interstate 30,000 pound truck rate, to the railway receiving  
63 point nearest the Joint Property.

64  
65 (d) Macaroni tubing (size less than 2 3/8 inch OD) shall be priced at the lowest published out-of-stock prices f.o.b. the  
66 supplier plus transportation costs, using the Oil Field Haulers Association interstate truck rate per weight of  
67 tubing transferred, to the railway receiving point nearest the Joint Property.

1 (2) Line Pipe

- 2
- 3 (a) Line pipe movements (except size 24 inch OD and larger with walls  $\frac{3}{4}$  inch and over) 30,000 pounds or more  
4 shall be priced under provisions of tubular goods pricing in Paragraph A.(1)(a) as provided above. Freight charges  
5 shall be calculated from Lorain, Ohio.
- 6
- 7 (b) Line Pipe movements (except size 24 inch OD and larger with walls  $\frac{3}{4}$  inch and over) less than 30,000 pounds  
8 shall be priced at Eastern mill published carload base prices effective as of date of shipment, plus the percent most  
9 recently recommended by COPAS, plus transportation costs based on freight rates as set forth under provisions of  
10 tubular goods pricing in Paragraph A.(1)(a) as provided above. Freight charges shall be calculated from Lorain, Ohio.
- 11
- 12 (c) Line pipe 24 inch OD and over and  $\frac{3}{4}$  inch wall and larger shall be priced f.o.b. the point of manufacture at current  
13 new published prices plus transportation cost to the railway receiving point nearest the Joint Property.
- 14
- 15 (d) Line pipe, including fabricated line pipe, drive pipe and conduit not listed on published price lists shall be priced at  
16 quoted prices plus freight to the railway receiving point nearest the Joint Property or at prices agreed to by the Parties.
- 17
- 18 (3) Other Material shall be priced at the current new price, in effect at date of movement, as listed by a reliable supply store  
19 nearest the Joint Property, or point of manufacture, plus transportation costs, if applicable, to the railway receiving point  
20 nearest the Joint Property.
- 21
- 22 (4) Unused new Material, except tubular goods, moved from the Joint Property shall be priced at the current new price, in effect  
23 on date of movement, as listed by a reliable supply store nearest the Joint Property, or point of manufacture, plus  
24 transportation costs, if applicable, to the railway receiving point nearest the Joint Property. Unused new tubulars will be  
25 priced as provided above in Paragraph 2.A.(1) and (2).

26

27 B. Good Used Material (Condition B)

28

29 Material in sound and serviceable condition and suitable for reuse without reconditioning:

30

31 (1) Material moved to the Joint Property

32

33 At seventy-five percent (75%) of current new price, as determined by Paragraph A.

34

35 (2) Material used on and moved from the Joint Property

36

37 (a) At seventy-five percent (75%) of current new price, as determined by Paragraph A, if Material was originally  
38 charged to the Joint Account as new Material or

39

40 (b) At sixty-five percent (65%) of current new price, as determined by Paragraph A, if Material was originally charged  
41 to the Joint Account as used Material

42

43 (3) Material not used on and moved from the Joint Property

44

45 At seventy-five percent (75%) of current new price as determined by Paragraph A.

46

47 The cost of reconditioning, if any, shall be absorbed by the transferring property.

48

49 C. Other Used Material

50

51 (1) Condition C

52

53 Material which is not in sound and serviceable condition and not suitable for its original function until after  
54 reconditioning shall be priced at fifty percent (50%) of current new price as determined by Paragraph A. The cost  
55 of reconditioning shall be charged to the receiving property, provided Condition C value plus cost of reconditioning  
56 does not exceed Condition B value.

57

58 (2) Condition D

59

60 Material, excluding junk, no longer suitable for its original purpose, but usable for some other purpose shall be priced  
61 on a basis commensurate with its use. Operator may dispose of Condition D Material under procedures normally  
62 used by Operator without prior approval of Non-Operators.

63

64 (a) Casing, tubing, or drill pipe used as line pipe shall be priced as Grade A and B seamless line pipe of comparable  
65 size and weight. Used casing, tubing or drill pipe utilized as line pipe shall be priced at used line pipe prices.

66

67 (b) Casing, tubing or drill pipe used as higher pressure service lines than standard line pipe, e.g. power oil lines, shall  
68 be priced under normal pricing procedures for casing, tubing, or drill pipe. Upset tubular goods shall be priced  
69 on a non upset basis.

70

1 (3) Condition E

2  
3 Junk shall be priced at prevailing prices. Operator may dispose of Condition E Material under procedures normally  
4 utilized by Operator without prior approval of Non-Operators.

5  
6 D. Obsolete Material

7  
8 Material which is serviceable and usable for its original function but condition and/or value of such Material is not  
9 equivalent to that which would justify a price as provided above may be specially priced as agreed to by the Parties. Such  
10 price should result in the Joint Account being charged with the value of the service rendered by such Material.

11  
12 E. Pricing Conditions

13  
14 (1) Loading or unloading costs may be charged to the Joint Account at the rate of twenty-five cents (25¢) per hundred  
15 weight on all tubular goods movements, in lieu of actual loading or unloading costs sustained at the stocking point.  
16 The above rate shall be adjusted as of the first day of April each year following January 1, 1985 by the same  
17 percentage increase or decrease published annually by the council of the Society of Petroleum Accountants used to  
18 adjust overhead rates in Section III, Paragraph 1.A.(3). Each year, the  
19 rate calculated shall be rounded to the nearest cent and shall be the rate in effect until the first day of April next year.  
20 Such rate shall be published each year by the Council of Petroleum Accountants Societies.

21  
22 (2) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of  
23 new Material.

24 3. Premium Prices

25  
26 Whenever Material is not readily obtainable at published or listed prices because of national emergencies, strikes or other unusual  
27 causes over which the Operator has no control, the Operator may charge the Joint Account for the required Material at the Operator's  
28 actual cost incurred in providing such Material, in making it suitable for use, and in moving it to the Joint Property; provided  
29 notice in writing is furnished to Non-Operators of the proposed charge prior to billing Non-Operators for such Material. Each  
30 Non-Operator shall have the right, by so electing and notifying Operator within ten days after receiving notice from Operator, to furnish  
31 in kind all or part of his share of such Material suitable for use and acceptable to Operator.

32  
33 4. Warranty of Material Furnished By Operator

34  
35 Operator does not warrant the Material furnished. In case of defective Material, credit shall not be passed to the Joint Account  
36 until adjustment has been received by Operator from the manufacturers or their agents.

37  
38  
39 V. INVENTORIES

40  
41 The Operator shall maintain detailed records of Controllable Material.

42  
43 1. Periodic Inventories, Notice and Representation

44  
45 At reasonable intervals, inventories shall be taken by Operator of the Joint Account Controllable Material. Written notice of intention to  
46 take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that Non-Operators may be  
47 represented when any inventory is taken. Failure of Non-Operators to be represented at an inventory shall bind Non-Operators to accept  
48 the inventory taken by Operator.

49  
50 2. Reconciliation and Adjustment of Inventories

51  
52 Adjustments to the Joint Account resulting from the reconciliation of a physical inventory shall be made within six months following  
53 the taking of the inventory. Inventory adjustments shall be made by Operator to the Joint Account for overages and shortages, but  
54 Operator shall be held accountable only for shortages due to lack of reasonable diligence.

55  
56 3. Special Inventories

57  
58 Special inventories may be taken whenever there is any sale, change of interest, or change of Operator in the Joint Property. It shall be  
59 the duty of the party selling to notify all other Parties as quickly as possible after the transfer of interest takes place. In such cases, both  
60 the seller and the purchaser shall be governed by such inventory. In cases involving a change of Operator, all Parties shall be governed  
61 by such inventory.

62  
63 4. Expense of Conducting Inventories

64  
65 A. The expense of conducting periodic inventories shall not be charged to the Joint Account unless agreed to by the Parties.

66  
67 B. The expense of conducting special inventories shall be charged to the Parties requesting such inventories, except inventories  
68 required due to change of Operator shall be charged to the Joint Account.

### Exhibit "C" – Insurance

Attached to and made part of that certain Shared Facility Agreement, dated December 1, 2011, by and between OXY USA WTP Limited Partnership, as Operator and Non-Operators.

As to all operations hereunder, the operator shall carry for the benefit and protection of the parties hereto Workmen's compensation insurance in accordance with laws of governmental bodies having jurisdiction, including Unit States Longshoremen's and Harbor Workers' Compensation Act and as extended to Outer Continental Shelf Operations, as applicable, and Employer' Liability Insurance. Workmen's Compensation insurance shall be for statutory limits; Employers' Liability insurance shall provide coverage of \$100,000 each employee and \$500,000 each accident with respect to bodily injury and in the aggregate with respect to occupational diseases. Operator may elect to be a self-insurer provided Operator complies with applicable laws and in such event Operator shall charge to the joint account in lieu of any premiums for such insurance, a premium equivalent limited to amounts determined by applying manual insurance rates to the payroll.

Operator shall not be required to carry any other insurance for the joint account. The liability, if any, of the parties hereto damages for claims growing out of personal injury to or death of third persons or injury or destruction of property of third parties resulting from the operating and development of the premises covered hereby shall be borne by the parties hereto in the proportions of their respective interests in the production therefrom; each party individually may acquire such insurance as it deems proper to protect itself against such claims. Operator shall require all third party contractors performing work in or on the premises covered to carry such insurance and in such amounts as Operator shall deem necessary.

## Exhibit "D" – Equal Opportunity and Affirmative Action

Attached to and made part of that-certain Shared Facility Agreement, dated December 1, 2011, by and between OXY USA WTP Limited Partnership, as Operator and Non-Operators.

During the performance of this contract, each of the Operator and the Non-Operators (collectively "Contractor" meaning and referring separately to each party) agrees as follows:

Contractor agrees that as a federal government contractor it is subject to: (1) Executive Order 11246 and the regulations, orders and rules issued thereunder; (2) the Rehabilitation Act of 1973 and the regulations, orders and rules issued thereunder; and (3) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and the regulations, orders, and rules issued thereunder. Accordingly, the following clauses must be and hereby are, incorporated into this Exhibit "D" if the total value of the operations conducted pursuant to the Agreement to which the Exhibit "D" is attached exceeds \$10,000:

- a) The Equal Employment Opportunity Clause (41 C.F.R. Section 60-1.4);
- b) The Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era (41 C.F.R. Section 60-250.4); and
- c) The Affirmative Action Clause for Disabled Persons (60 C.F.R. Section 60741.5).

### Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns

The provisions of this Section apply only if the total contract/purchase order amount exceeds \$500,000.

It is the policy of the United States that small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in the performance of Government contracts and or contracts awarded by a Federal agency.

Contractor agrees to use its best efforts to carry out this policy in the award of its subcontracts to the fullest extent consistent with efficient contract performance.

As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern (1) which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization and which meets the requirements of 13 C.F.R. Section 124. The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act. The Contractor shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations. The term "small business concern owned and controlled by women" shall mean a small business concern (1) which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) whose management and daily business operations are controlled by one or more women.

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mark D. Wilson  
4501 Green Tree Boulevard  
Midland, Texas 79707

2. Article Number  
(Transfer from service label) 7002 2030 0000 4258 1200

PS Form 3811, February 2004 Domestic Return Receipt 102595-02

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X *Melissa Culp*  Agent  Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Chisos, Ltd.  
670 Dona Ana Rd SW  
Deming, NM 88030

2. Article Number  
(Transfer from service label) 7002 2030 0000 4258 0070

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-15

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X *Sherri Hosking*  Agent  Addressee

B. Received by (Printed Name) C. Date of Delivery  
SHERRI HOSKING 3-15

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Voyager Gas Corporation  
C/o CCEC Operating Co Agent  
6630 Cypresswood Dr. #200  
Spring, Texas 77379

2. Article Number  
(Transfer from service label) 7002 2030 0000 4258 1156

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-15

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X *Carla A. Chase*  Agent  Addressee

B. Received by (Printed Name) C. Date of Delivery  
CARLA A. CHASE

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input checked="" type="checkbox"/> <i>SM McDonald</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
	B. Received by (Printed Name) <i>SM McDonald</i>	C. Date of Delivery <i>3/14/12</i>
1. Article Addressed to:	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
McCombs Energy LLC 5599 San Felipe, Ste. 1200 Houston, Texas 77056		
3. Service Type	<input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)	7002 2030 0000 4258 1187	
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-154		

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input checked="" type="checkbox"/> <i>Cody Ferrell</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
	B. Received by (Printed Name) <i>Cody Ferrell</i>	C. Date of Delivery <i>3/15/12</i>
1. Article Addressed to:	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
ZPZ Delaware I LLC 303 Veterans Airpark Lane, Suite 3000 Midland, Texas 79705 (432) 818-1000 (432) 818-1190 Fax		
3. Service Type	<input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)	7002 2030 0000 4258 1132	
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-154		

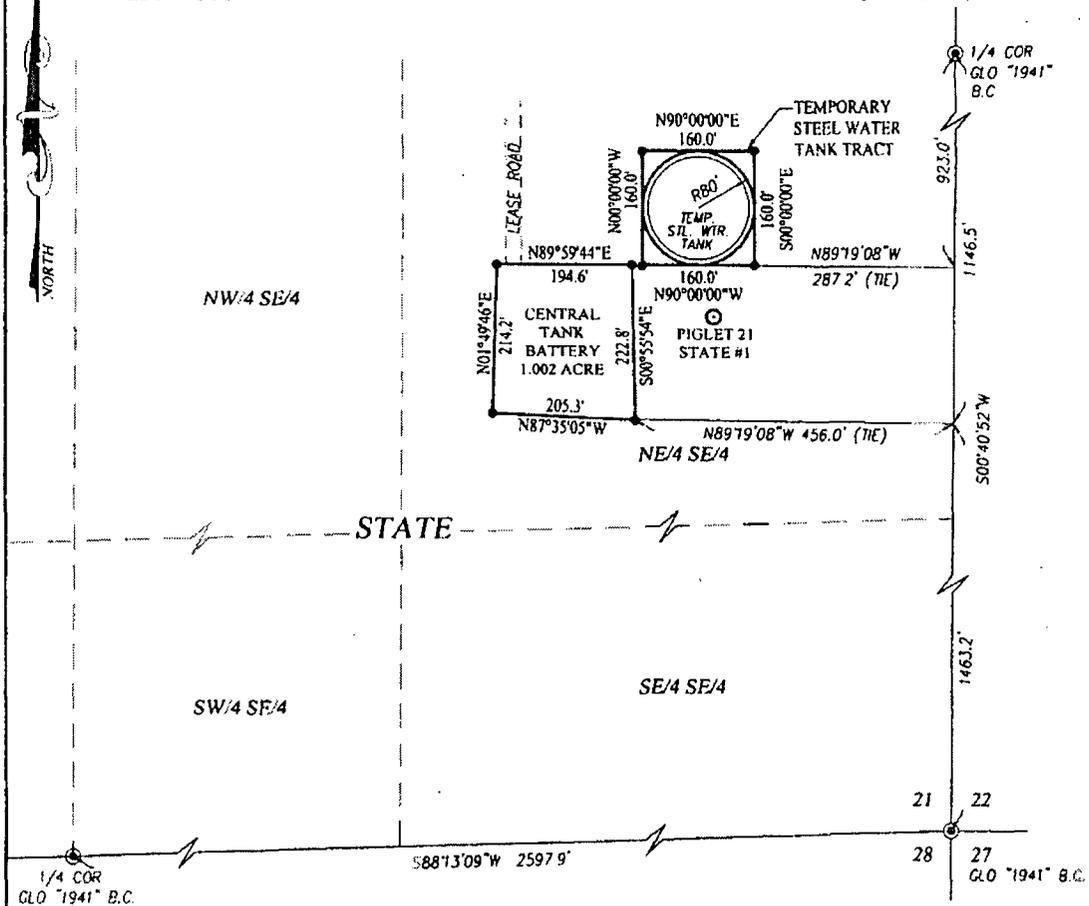
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input checked="" type="checkbox"/> <i>Johnson</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
	B. Received by (Printed Name) <i>Johnson</i>	C. Date of Delivery <i>3-15</i>
1. Article Addressed to:	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
COG Operating LLC 550 W. Texas Ave, Suite 100 Midland, Texas 79701 Attention: Permian Land Manager  SFA		
3. Service Type	<input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)	7002 2030 0000 4258 1125	
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-154		

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i>	
	<input type="checkbox"/> Agent <input type="checkbox"/> Address	
1. Article Addressed to:  <p style="text-align: center;">Boling Enterprises LTD P.O. Box 2563 Roswell, New Mexico 88202-2563</p>	B. Received by (Printed Name) <i>Robert M Boling</i>	C. Date of Delivery <i>3/20/12</i>
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
2. Article Number: (Transfer from service label)    7002 2030 0000 4258 1149		
PS Form 3811, February 2004    Domestic Return Receipt    102595-02-M-11		

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i>	
	<input type="checkbox"/> Agent <input type="checkbox"/> Address	
1. Article Addressed to:  <p style="text-align: center;">Cross Border Resources, Inc. 22610 US Hwy 281 North, Suite 218 San Antonio, Texas 78258</p>	B. Received by (Printed Name) <i>J Kessler</i>	C. Date of Delivery
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
2. Article Number: (Transfer from service label)    7002 2030 0000 4258 1149		
PS Form 3811, February 2004    Domestic Return Receipt    102595-02-M-11		

State Lease	Well	API	Location	Operator
BO-1969	PIGLET STATE #1	30-015-39371	SEC. 21 T17S R28E	OXY USA WTP LIMITED PARTNERSHIP
BO-1969	PIGLET STATE #2	30-015-39498	SEC. 21 T17S R28E	OXY USA WTP LIMITED PARTNERSHIP
BO-1969	PIGLET STATE #3	30-015-40163	SEC. 21 T17S R28E	OXY USA WTP LIMITED PARTNERSHIP
BO-1969	PIGLET STATE #4	30-015-39499	SEC. 21 T17S R28E	OXY USA WTP LIMITED PARTNERSHIP
BO-1969	PIGLET STATE #5	30-015-39500	SEC. 21 T17S R28E	OXY USA WTP LIMITED PARTNERSHIP
BO-1969	PIGLET STATE #6	30-015-39501	SEC. 21 T17S R28E	OXY USA WTP LIMITED PARTNERSHIP
BO-1969	PIGLET STATE #7	30-015-39502	SEC. 21 T17S R28E	OXY USA WTP LIMITED PARTNERSHIP
BO-1969	ROO 22 STATE #4	30-015-39496	SEC. 22 T17S R28E	OXY USA INC.
BO-1969	ROO 22 STATE #5	30-015-39497	SEC. 22 T17S R28E	OXY USA INC.
BO-1969	ROO 22 STATE #7	30-015-39653	SEC. 22 T17S R28E	OXY USA INC.
BO-1969	ROO 22 STATE #8	30-015-39654	SEC. 22 T17S R28E	OXY USA INC.
XO-0636	ROO 22 STATE #3	30-015-39495	SEC. 22 T17S R28E	OXY USA INC.

SECTION 21, TOWNSHIP 17 SOUTH, RANGE 28 EAST, N.M.P.M.  
EDDY COUNTY NEW MEXICO



**DESCRIPTION 1, CENTRAL TANK BATTERY TRACT:**

A PROPOSED TANK BATTERY SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 28 EAST, N.M.P.M., EDDY COUNTY, NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE PROPOSED TANK BATTERY, WHICH LIES 500'40'52"W 1146.5 FEET AND N89'19'08"W 456.0 FEET FROM THE EAST QUARTER CORNER; THEN N87'35'05"W 205.3 FEET; THEN N01'49'46"E 214.2 FEET; THEN N89'59'44"E 194.6 FEET; THEN N90'00'00"E 160.0 FEET; THEN S00'55'54"E 222.8 FEET TO THE POINT OF BEGINNING, CONTAINING 1.00 ACRE MORE OR LESS, BEING ALLOCATED BY FORTIES AS FOLLOWS: NE/4 SE/4 1.002 ACRE

**DESCRIPTION 2, TEMPORARY STEEL WATER TANK TRACT:**

A PROPOSED TEMPORARY STEEL WATER TANK TRACT SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 28 EAST, N.M.P.M., EDDY COUNTY, NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE PROPOSED STEEL WATER TANK TRACT, WHICH LIES 500'40'52"W 923.0 FEET AND N89'19'08"W 287.2 FEET FROM THE EAST QUARTER CORNER; THEN N90'00'00"W 160.0 FEET; THEN N00'00'00"W 160.0 FEET; THEN N90'00'00"E 160.0 FEET; THEN S00'00'00"E 160.0 FEET TO THE POINT OF BEGINNING, CONTAINING 0.588 ACRES MORE OR LESS, BEING ALLOCATED BY FORTIES AS FOLLOWS: NE/4 SE/4 0.588 ACRES

**NOTE**

BEARINGS SHOWN HEREON ARE MERCATOR GRID AND CONFORM TO THE NEW MEXICO COORDINATE SYSTEM "NEW MEXICO EAST ZONE" NORTH AMERICAN DATUM 1983. DISTANCES ARE SURFACE VALUES.

I, RONALD J. EIDSON, NEW MEXICO PROFESSIONAL SURVEYOR No. 3239, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

RONALD J. EIDSON

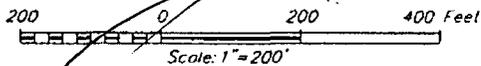
DATE: 05/23/2012

PROFESSIONAL SURVEYING SERVICES  
OF EDDY COUNTY, NEW MEXICO  
PHONE: 505-393-4946  
FAX: 505-393-4946  
www.jesc.biz

**JOHN WEST SURVEYING COMPANY**  
412 N. DAL PASO  
HOBBS, N.M. 88240  
(505) 393-3117 www.jesc.biz

**LEGEND**

- ⊙ DENOTES FOUND CORNER AS NOTED
- DENOTES SET SPIKE NAIL



**OXY U.S.A. INC.**  
SURVEY FOR THE CENTRAL BATTERY AND WATER TANK  
SITES AT THE PIGLET 21 ST. #1  
SITUATED IN SE/4 OF SECTION 21,  
TOWNSHIP 17 SOUTH, RANGE 28 EAST, N.M.P.M.  
EDDY COUNTY, NEW MEXICO

Survey Date: 4/2/12	CAD Date: 4/15/12	Drawn By: DSS
W.O. No.: 12110678	Rev: 3/3/12	Rel. W.O.:

Sheet 1 of 1



**OXY USA WTP Limited Partnership**  
A subsidiary of Occidental Petroleum Corporation

5 Green Plaza, Suite 110, Houston, Texas 77046  
P.O. Box 4294, Houston, Texas 77210-4294  
Direct: 713.513.6680 Fax: 713.985.4917  
Tiffany\_Pollock@oxy.com

August 23, 2012

Re: Shared Facility Agreement  
Yeso-Red Lake Area  
Eddy County, New Mexico

Dear Working Interest Partner:

Pursuant to Article II, Paragraph 2.1 of that certain Shared Facility Agreement dated December 1, 2011, between OXY USA WTP Limited Partnership as Operator and McCombs Energy, LLC et al as Non-Operators, covering the W2 of Section 22, the E2 of Section 21, and the W2 of Section 21, Township 17 South, Range 28 East, Eddy County, New Mexico, OXY USA WTP Limited Partnership, hereby adjusts the interests set forth on Exhibit "A" attached to said Agreement.

Should you have any questions regarding this adjustment, please feel free to contact the undersigned.

Very Truly Yours,

**OXY USA WTP Limited Partnership**

Tiffany C. Pollock, CPL  
Landman

Enclosures (1)

**WORKING INTEREST PARTNERS**

McCombs Energy LLC  
5599 San Felipe, Ste. 1200  
Houston, Texas 77056

Voyager Gas Corporation  
c/o White Oak Operating Co., LLC  
12941 North Freeway, Suite 550  
Houston, TX 77060

Andrews Oil LP  
c/o DJA LLC General Partner  
Suite 300-A  
1015 Bee Cave Woods Drive  
Austin, Texas 78746

COG Operating LLC  
550 W. Texas Ave, Suite 100  
Midland, Texas 79701  
Attention: Lisa Eggemeyer

ZPZ Delaware I LLC  
303 Veterans Airpark Lane, Suite 3000  
Midland, Texas 79705

Chisos, Ltd.  
670 Dona Ana Rd SW  
Deming, NM 88030

Cross Border Resources, Inc.  
22610 US Hwy 281 North, Suite 218  
San Antonio, Texas 78258

Boling Enterprises Ltd  
P.O. Box 2563  
Roswell, NM 88202

Mark Wilson Family Partnership LP  
4501 Greentree Blvd  
Midland, TX 79707

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input checked="" type="checkbox"/> <i>Billy Forney</i> <input type="checkbox"/> Agent <input type="checkbox"/> Address	
1. Article Addressed to:  <p style="text-align: center;">McCombs Energy LLC 5599 San Felipe, Ste. 1200 Houston, Texas 77056</p>	B. Received by (Printed Name) <i>Billy FORNEY</i>	C. Date of Delivery <i>8/30/12</i>
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label) <b>7002 2030 0000 4254 9606</b>		
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1		

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input checked="" type="checkbox"/> <i>A.H. Ke</i> <input type="checkbox"/> Agent <input type="checkbox"/> Address	
1. Article Addressed to:  <p style="text-align: center;">Voyager Gas Corporation C/o CCEC Operating Co Agent 6630 Cypresswood Dr. #200 Spring, Texas 77379</p>	B. Received by (Printed Name)	C. Date of Delivery
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label) <b>7002 2030 0000 4254 9620</b>		
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1		

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input checked="" type="checkbox"/> <i>David J. Andrews</i> <input type="checkbox"/> Agent <input type="checkbox"/> Address	
1. Article Addressed to:  <p style="text-align: center;">Andrews Oil LP C/o DJA LLC General Partner Suite 300-A 1015 Bee Cave Woods Drive Austin, Texas 78746</p>	B. Received by (Printed Name) <i>David J. Andrews</i>	C. Date of Delivery <i>8-31-12</i>
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label) <b>7002 2030 0000 4254 9583</b>		
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1		

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

COG Operating LLC  
 550 W. Texas Ave, Suite 100  
 Midland, Texas 79701  
 Attention: Lisa Eggemeyer

2. Article Number

(Transfer from service label)

7002 2030 0000 4254 9569

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*[Signature]*

- Agent
- Address

B. Received by (Printed Name)

*[Signature]*

C. Date of Delivery

2/3/04

D. Is delivery address different from item 1?

If YES, enter delivery address below:  Yes  No

3. Service Type

- Certified Mail  Express Mail
- Registered  Return Receipt for Merchandise
- Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ZPZ Delaware I LLC  
 303 Veterans Airpark Lane, Suite 3000  
 Midland, Texas 79705

2. Article Number

(Transfer from service label)

7002 2030 0000 4254 9552

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*[Signature]*

- Agent
- Address

B. Received by (Printed Name)

*[Signature]*

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:  Yes  No

3. Service Type

- Certified Mail  Express Mail
- Registered  Return Receipt for Merchandise
- Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CHISOS LTD  
 670 DONA ANA ROAD SW  
 DEMING NM 88030

2. Article Number

(Transfer from service label)

7002 2030 0000 4254 9255

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*[Signature]*

- Agent
- Address

B. Received by (Printed Name)

*[Signature]*

C. Date of Delivery

9/14/04

D. Is delivery address different from item 1?

If YES, enter delivery address below:  Yes  No

3. Service Type

- Certified Mail  Express Mail
- Registered  Return Receipt for Merchandise
- Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input checked="" type="checkbox"/> <i>J. O. Kessler</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Address	
	B. Received by (Printed Name) <i>J. Kessler</i>	C. Date of Delivery <i>9/14</i>
1. Article Addressed to:  <p style="text-align: center;">CROSS BORDER RESOURCES INC 22610 US HWY 281 NORTH SAN ANTONIO TX 78258</p>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label) <b>7002 2030 0000 4254 9224</b>		
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1		

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input checked="" type="checkbox"/> <i>Robert W. Boling</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Address	
	B. Received by (Printed Name) <i>Robert W. Boling</i>	C. Date of Delivery <i>9/11/12</i>
1. Article Addressed to:  <p style="text-align: center;">Boling Enterprises LTD P.O. Box 2563 Roswell, New Mexico 88202-2563</p>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label) <b>7002 2030 0000 4254 9590</b>		
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1		

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input checked="" type="checkbox"/> <i>Mary Lou Wilson</i> <input type="checkbox"/> Agent <input type="checkbox"/> Address	
	B. Received by (Printed Name) <i>Mary Lou Wilson</i>	C. Date of Delivery <i>8-5-12</i>
1. Article Addressed to:  <p style="text-align: center;">Mark D. Wilson 4501 Green Tree Boulevard Midland, Texas 79707</p>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label) <b>7002 2030 0000 4254 9613</b>		
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1		

Exhibit "A" - Interests of the Parties  
 SHARED FACILITY AGREEMENT  
 YESO-RED LAKE AREA  
 EDDY COUNTY, NEW MEXICO

REVISED 8/1/2012

BPO NET WELL COUNT													
Contract Area: W2 Section 21 T17S-R28E, Eddy Co.	OXY USA WTP LP	McCombs Energy LLC	Voyager Gas Corporation	Andrews Oil LP	Mark D. Wilson	Boling Enterprises LTD	ZPZ Delaware I LLC	COG Operating LLC	Chisos Ltd.	Cross Border Resources Inc.	Occidental Permian Limited Partnership	OXY USA Inc.	TOTAL
Piglet 21 State #4	0.66404672	0.313556334	0.022396912	0	0	0	0	0	0	0	0	0	1
Piglet 21 State #5	0.66404672	0.313556334	0.022396912	0	0	0	0	0	0	0	0	0	1
Piglet 21 State #6	0.66404672	0.313556334	0.022396912	0	0	0	0	0	0	0	0	0	1
Piglet 21 State #7	0.66404672	0.313556334	0.022396912	0	0	0	0	0	0	0	0	0	1
Contract Area: E2 Section 21 T17S-R28E, Eddy Co.													
Piglet 21 State #1	0.65419861	0.310594594	0.022185323	0	0	0.013021469	0	0	0	0	0	0	1
Piglet 21 State #2	0.65419861	0.310594594	0.022185323	0	0	0.013021469	0	0	0	0	0	0	1
Piglet 21 State #3	0.65419861	0.310594594	0.022185323	0	0	0.013021469	0	0	0	0	0	0	1
Contract Area: W2 Section 22 T17S-R28E, Eddy Co.													
Roo 22 State #1	0	0.253231219	0.01773435	0	0	0	0.075	0.050996837	0.031873023	0.031873023	0.105180976	0.434110573	1
Roo 22 State #2	0	0.253231219	0.01773435	0	0	0	0.075	0.050996837	0.031873023	0.031873023	0.105180976	0.434110573	1
Roo 22 State #3	0	0.253417523	0.018101222	0	0	0	0.075	0.05	0.031896472	0.031896472	0.105258358	0.434429952	1
Roo 22 State #4	0	0.253417523	0.018101222	0	0	0	0.075	0.05	0.031896472	0.031896472	0.105258358	0.434429952	1
Roo 22 State #5	0	0.253417523	0.018101222	0	0	0	0.075	0.05	0.031896472	0.031896472	0.105258358	0.434429952	1
Roo 22 State #6	0	0.253231219	0.01773435	0	0	0	0.075	0.050996837	0.031873023	0.031873023	0.105180976	0.434110573	1
Roo 22 State #7	0	0.253417523	0.018101222	0	0	0	0.075	0.05	0.031896472	0.031896472	0.105258358	0.434429952	1
Roo 22 State #8	0	0.253417523	0.018101222	0	0	0	0.075	0.05	0.031896472	0.031896472	0.105258358	0.434429952	1
<b>TOTAL NET WELL COUNT</b>	<b>4.61878271</b>	<b>4.212790388</b>	<b>0.299852779</b>	<b>0</b>	<b>0</b>	<b>0.039064407</b>	<b>0.6</b>	<b>0.40299051</b>	<b>0.25510143</b>	<b>0.25510143</b>	<b>0.841834719</b>	<b>3.474481478</b>	<b>15</b>
<b>WI OF PARTIES</b>	<b>0.30791885</b>	<b>0.28085269</b>	<b>0.01999019</b>	<b>0.00000000</b>	<b>0.00000000</b>	<b>0.00260429</b>	<b>0.04000000</b>	<b>0.02686603</b>	<b>0.01700676</b>	<b>0.01700676</b>	<b>0.05612231</b>	<b>0.23163210</b>	<b>1.00000000</b>

APO NET WELL COUNT													
Contract Area: W2 Section 21 T17S-R28E, Eddy Co.	OXY USA WTP LP	McCombs Energy LLC	Voyager Gas Corporation	Andrews Oil LP	Mark D. Wilson	Boling Enterprises LTD	ZPZ Delaware I LLC	COG Operating LLC	Chisos Ltd.	Cross Border Resources Inc.	Occidental Permian Limited Partnership	OXY USA Inc.	TOTAL
Piglet 21 State #4	0.6495	0.3066875	0.02190628	0.02190622	0	0	0	0	0	0	0	0	1
Piglet 21 State #5	0.6495	0.3066875	0.02190628	0.02190622	0	0	0	0	0	0	0	0	1
Piglet 21 State #6	0.6495	0.3066875	0.02190628	0.02190622	0	0	0	0	0	0	0	0	1
Piglet 21 State #7	0.6495	0.3066875	0.02190628	0.02190622	0	0	0	0	0	0	0	0	1
Contract Area: E2 Section 21 T17S-R28E, Eddy Co.													
Piglet 21 State #1	0.628	0.29815625	0.02129687	0.02129688	0.01875	0.0125	0	0	0	0	0	0	1
Piglet 21 State #2	0.628	0.29815625	0.02129687	0.02129688	0.01875	0.0125	0	0	0	0	0	0	1
Piglet 21 State #3	0.628	0.29815625	0.02129687	0.02129688	0.01875	0.0125	0	0	0	0	0	0	1
Contract Area: W2 Section 22 T17S-R28E, Eddy Co.													
Roo 22 State #1	0	0.2482813	0.01773435	0.01773435	0	0	0.075	0.05	0.03125	0.03125	0.103125	0.425625	1
Roo 22 State #2	0	0.2482813	0.01773435	0.01773435	0	0	0.075	0.05	0.03125	0.03125	0.103125	0.425625	1
Roo 22 State #3	0	0.2482813	0.01773435	0.01773435	0	0	0.075	0.05	0.03125	0.03125	0.103125	0.425625	1
Roo 22 State #4	0	0.2482813	0.01773435	0.01773435	0	0	0.075	0.05	0.03125	0.03125	0.103125	0.425625	1
Roo 22 State #5	0	0.2482813	0.01773435	0.01773435	0	0	0.075	0.05	0.03125	0.03125	0.103125	0.425625	1
Roo 22 State #6	0	0.2482813	0.01773435	0.01773435	0	0	0.075	0.05	0.03125	0.03125	0.103125	0.425625	1
Roo 22 State #7	0	0.2482813	0.01773435	0.01773435	0	0	0.075	0.05	0.03125	0.03125	0.103125	0.425625	1
Roo 22 State #8	0	0.2482813	0.01773435	0.01773435	0	0	0.075	0.05	0.03125	0.03125	0.103125	0.425625	1
<b>TOTAL NET WELL COUNT</b>	<b>4.482</b>	<b>4.10746915</b>	<b>0.29339053</b>	<b>0.29339032</b>	<b>0.05625</b>	<b>0.0375</b>	<b>0.6</b>	<b>0.4</b>	<b>0.25</b>	<b>0.25</b>	<b>0.825</b>	<b>3.405</b>	<b>15</b>
<b>WI OF PARTIES</b>	<b>0.29880000</b>	<b>0.27383128</b>	<b>0.01955937</b>	<b>0.01955935</b>	<b>0.00375000</b>	<b>0.00250000</b>	<b>0.04000000</b>	<b>0.02666667</b>	<b>0.01666667</b>	<b>0.01666667</b>	<b>0.05500000</b>	<b>0.22700000</b>	<b>1.00000000</b>