

Date	Opposing Party	Oxy Party	Type	Basic correspondence/comments
~late March	Tom Beall or Mark Compton (did not recall)	Jacob Hart	phone	Tom/Mark called w/ general inquiry and Jacob explained rationale for proposing development of four section JOA vs. proration unit JOA; opposing party did not at that time have a response, discussion was limited to Oxy's plans for the area
~early April	Wes Perry for EGL	Alec Herzog	phone	Wes indicated EGL was inclined to participate, but requested a buy-out offer from Oxy
4/4/2017	Derik Smith @ Read & Stevens for CBR	Alec Herzog	email/ phone	Derik reached out to Alec via phone and Alec subsequently sent proposed JOA and exhibits to JOA via email; in subsequent phone call Alec learned Clinton Thurmon replaced Derik Smith
4/10/2017	Larry Stevens for Norman Stevens Trust	India Isbell	email/ phone	Larry called India and India then sent information on WI%, AFE amounts, anticipated spud dates and overall development plans for Sections 7-10 via email
~mid April	Larry Stevens for Norman Stevens Trust	India Isbell	phone	Discussed development plans in general and India indicated Oxy would be interested in acquiring interests if parties desired to sell; mentioned Oxy was purchasing the interests of other parties in the Turkey Track area
4/17/2017	Wes Perry for EGL	India Isbell	email	India sent WI% breakdown, title requirement associated with EGL's interest, and an offer to buy EGL's interest at \$10,000/nma, delivering 75% NRI via email
~late April	Tom Beall	India Isbell	phone	Tom called and indicated the opposing parties would not be willing to sign the JOA covering all four sections, as originally proposed, but would be open to signing one covering Sections 9 & 10 and another covering Sections 7 & 8. (change accepted, as noted in 5/2/2017 letter)
~late April	Clinton Thurmon for CBR	India Isbell	phone	Discussed development plans in general and Clinton requested shared burdens in JOA be reduced from the proposed 25% to the shared lease burdens (change accepted, as noted in 5/2/2017 letter).
5/1/2017	Mark Compton for all opposing parties	India Isbell	email/ phone	India sent PDF copies of the proposal letters and AFEs subsequent to phone conversation and also noted a revised Ex. A to JOA would be circulated on 5/2 reducing the contract area to cover only Sections 9 & 10 proration units, as requested by opposing parties
5/2/2017	All opposing parties	India Isbell	email	India circulated letter describing revised Ex. A to JOA (reducing contract area to only cover well proration units for the wells in Section 9 & 10, withdrawing the well proposals previously sent for Sections 7 & 8, and outlining the three modifications made to the form of the JOA in response to feedback received from various parties); this was also sent via USPS
5/2/2017	Mark Compton for all opposing parties	India Isbell	email	India sent breakdown of WI% for opposing parties and title opinions as to parts pertaining to opposing parties.
5/9/2017	Betty Read Young for Betty Read Young & CBR	India Isbell	email/ phone	India sent PDF copies of proposal letters and AFEs as well as revised Exhibit As to JOA showing WI% in response to Betty's question as to when the AFEs needed to be signed and returned.
5/10/2017	Clinton Thurmon for CBR	India Isbell	email	At Clinton's request, India provided drilling order title opinion (pages as related to interest of CBR) via email
5/18/2017	Larry Stevens for Norman Stevens Trust	India Isbell	phone	Received phone call from Larry requesting the removal of Art. XVI.E (Advance Payments) from the JOA. Again discussed possibility of purchasing interest(s) and I stated that Oxy would be willing to do so, but we had run economics and determined the maximum we would be willing to spend is \$10,000/nma.
5/23/2017	Larry Stevens for Norman Stevens Trust	India Isbell	email	Emailed Larry to let him know Oxy was willing to remove the requested provision and would be circulating a letter agreement to do so
5/23/2017	Betty Read Young for Betty Read Young & CBR	India Isbell	email	Betty emailed to state she had not signed for or received the original proposal for the #32H and the JOA; Oxy confirmed the proposal had been resent (rec'd 4/22/2017), for which Betty had signed for and received.
5/30/2017	Mark Compton for all opposing parties	India Isbell	phone	Mark called to state opposing parties would be sending (via USPS) a letter agreement modifying certain terms of the proposed JOA, did not state which provisions the parties wanted modified; India requested email outlining the changes requested to expedite process. Mark said he would try to do so. Mark also stated Tom Beall had done his own economic analysis and would be interested in selling, but for more than \$10,000/nma. Mark asked who Tom would need to speak to at Oxy to receive more than \$10,000/nma and I explained there was not one particular person who would make that decision, that it would require concurrence from several groups/functions and ultimately approval from Oxy's CEO.
5/31/2017	Mark Compton for all opposing parties	India Isbell	email	India sent follow-up email to request opposing parties send their requested changes electronically
6/1/2017	Wes Perry for EGL	India Isbell	email/ phone	Wes called India to inquire as to outstanding proposals, development plans, etc. Subsequent to phone call, India sent PDF copies of proposal letters and AFEs, explanation of development plan and anticipated timeline for development, as was discussed on the phone.
6/2/2017	Mark Compton and all opposing parties (cc'd)	India Isbell	email	Received the requested changes to the JOA that opposing parties were requesting. Emailed back to request clarification as to one of the requested changes ("Item #4") and stated all other requested changes were acceptable to Oxy. Mark called and stated he needed to discuss Item #4 with Tom.

6/5/2017	Mark Compton for all opposing parties	India Isbell	email	Sent follow-up requesting clarification as to Item #4.
6/5/2017	Mark Compton for all opposing parties	India Isbell	phone	Mark called to explain Tom Beall's request re: Item #4; India said would review and get back with him shortly.
6/5/2017	Larry Stevens for Norman Stevens Trust	India Isbell	email	India emailed to describe other Tom Beall-entity changes that had been requested and asked how he would prefer to handle (letter agreement striking XVI.E previously discussed no longer likely most practical).
6/6/2017	Mark Compton for all opposing parties	India Isbell	phone	India informed Mark that the change associated with Item #4 would not be acceptable; some parties have already executed the JOA and this is a substantial change that may not be acceptable to those parties. Oxy informed him that it would be willing to accommodate Tom's Item #4 request in adjacent areas where Tom (et al) have an interest, but not in this specific instance. The change requested would require all parties to agree that at the time of plugging and abandoning a well, any party electing to take over the well would take over not only the well and zone then open to production, but every zone behind pipe and the leasehold associated therewith. This is not standard in the model form operating agreement and is a substantial change to general practice. Mark stated he would let the parties know, speak with Tom Beall, and get back with me.
6/6/2017	Larry Stevens for Norman Stevens Trust	India Isbell	email	Larry responded to India's 6/5 email asking for slip sheets, which India provided within the hour, with the letter that will be sent to all parties outlining the changes to the JOA made per opposing parties' request.

Affidavit of Publication

State of New Mexico,
County of Eddy, ss.

Danny Fletcher, being first duly
sworn, on oath says:

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

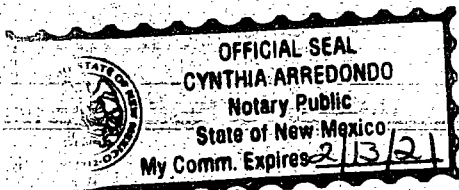
May 9 2017

That the cost of publication is
\$215.53 and that payment thereof
has been made and will be
assessed as court costs.

Subscribed and sworn to before me
this 10 day of May, 2017

Cynthia Arredondo
My commission Expires 2/13/21

Notary Public



May 9, 2017
STATE OF NEW MEXICO
ENERGY, MINERALS
AND NATURAL
RESOURCES
DEPARTMENT
OIL CONSERVATION
DIVISION
SANTA FE, NEW MEXICO

The State of New
Mexico, through its Oil

Conservation Division
hereby gives notice
pursuant to law and
the Rules and Regula-
tions of the Division of
the following public
hearing to be held at
8:15 A.M. on May 25,
2017, in the Oil Con-
servation Division
Hearing Room at 1220
South St. Francis, San-
ta Fe, New Mexico,
before an examiner
duly appoint for the
hearing. If you are an
individual with a disa-
bility who is in need of
a reader, amplifier,
qualified sign lan-
guage interpreter, or
any other form of aux-
iliary aid or service to
attend or participate
in the hearing, please
contact: Florene Da-
vidson at 505-476-
3458 or through the
New Mexico Relay
Network, 1-800-659-
1779 by May 15, 2017.
Public documents in-
cluding the agenda
and minutes, can be
provided in various
accessible forms.
Please contact
Florene Davidson if a
summary or other
type of accessible
form is needed.

STATE OF
NEW MEXICO TO:
All named parties and
persons having any
right, title, interest or
claim in the following
cases and notice
to the public:

(NOTE: All land de-
scriptions herein refer
to the New Mexico
Principal Meridian
whether or not so stated.)

To: James E Guy &
Peggy Guy, Trustees
of the P.J. Guy Family
Trust; NEECO Inc.;
Bean Family Limited
Partnership; Norman
L. Stevens, Trustee of
the Norman L. Ste-
vens Revocable Trust,
DBA Stevens Revoca-
ble Trust; Larry Ste-
vens; Witherspoon
Motor Co.; James B.
Read; Mary Cone
Lewis, as Trustee of
the Mary Cone Lewis
Trust "A" U/W/O Hu-
bert E. Cone, De-
ceased; Fuel Prod-
ucts, Inc.; Monarch
Resources, Ltd.; Jesse
A. Cone, As Trustee
of the Jesse A. Cone
Trust "A" U/W/O Hu-
bert E. Cone, De-
ceased; CBR Oil Prop-
erties, LLC; Snow Oil
& Gas Inc.; Enid

Witherspoon Gas
Revocable Trust
der. Trust Agreement
Dated February 27,
2003; Carolyn Read
Beall; Howard H.
Cone, as Trustee of
the Howard H. Cone
Trust "A" U/W/O Hu-
bert E. Cone, De-
ceased; Thomas M.
Beall; Tanza K.
Brumfield; J.T. Jack-
son & Associates;
John Robert Cone, as
Trustee of the John
Robert Trust "A"
U/W/O Humbert E.
Cone, Deceased; Her-
bert F. Boles, Trustee
U/W/O Norma J.
Boles, Deceased;
Nona L. Snow; Betty
Read Young; Terry A.
Cone, as Trustee of
the Terry A. Cone
Trust "A" U/W/O Hu-
bert E. Cone, De-
ceased; V-F Petrole-
um Inc.; EGL Resour-
ces; New Mexico
Western Minerals
Inc.; HFB Investment
Company LP; GAHR
Energy Company; J.T.
Jackson & Associates
A Trust; J.T. Jackson,
Trustee; Clarence
Forister & Jacqueline
Forister, Trustee of
the CLAR JAC invest-
ment Trust; and their
successors, heirs
and/or devisees.

CASE 15701: Applica-
tion of OXY USA WTP
Limited Partnership
for a non-standard
spacing and proration
unit and compulsory
pooling, Eddy County,
New Mexico. Appli-
cant in the above-
styled cause seeks an
order (1) creating a
320-acre spacing and
proration unit com-
prised of the N/2 N/2
of Section 9 and the
N/2 N/2 of Section 10,
Township 19 South,
Range 29 East,
NMPM, Eddy County,
New Mexico and (2)
pooling all uncommit-
ted interests in the
Bone Spring formation
underlying this acre-
age. Said non-
standard unit is to be
dedicated to appli-
cant's proposed Tur-
key Track 9-10 State
No. 21H Well; which
will be horizontally
drilled from a surface
location in the SE/4
NE/4 (Unit H) of Sec-
tion 8 to a standard
bottom hole location
in NE/4 NE/4 (Unit A)
of Section 10. The
completed interval for
this well will remain

within the 330-foot
standard offset re-
quired by the Divi-
sion's rules. Also to
be considered will be
the cost of drilling and
completing said well
and the allocation of
the cost thereof as
well as actual operat-
ing costs and charges
for supervision, design-
ation of OXY USA
WTP Limited Partner-
ship as operator of the
well and a 200%
charge for risk in-
volved in drilling said
well. Said area is lo-
cated approximately
25 miles north of Ma-
laga, N.M.