

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 IV1220 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 DIVISION1220 S. St Francis Drive
Santa Fe, New Mexico 87505Submit the original
application to the Santa Fe
office with one copy to the
appropriate District Office.**APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)**OPERATOR NAME: OXY USA INC (16696)OPERATOR ADDRESS: P O BOX 4294 HOUSTON, TX 77210

APPLICATION TYPE:

☐ Pool Commingling ☐ Lease Commingling ☒ Pool and Lease Commingling ☐ Off-Lease Storage and Measurement (Only if not Surface Commingled)LEASE TYPE: ☐ Fee ☒ State ☐ FederalIs this an Amendment to existing Order? ☒ Yes ☐ No **PLC-596C**

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

☒ Yes ☐ No**(A) POOL COMMINGLING**

Please attach sheets with the following information

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

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

Please attach sheets with the following information

(1) Pool Name and Code.

(2) Is all production from same source of supply? ☐ Yes ☐ No(3) Has all interest owners been notified by certified mail of the proposed commingling? ☐ Yes ☐ No(4) Measurement type: ☐ Metering ☐ Other (Specify)**(C) POOL and LEASE COMMINGLING**

Please attach sheets with the following information

(1) Complete Sections A and E.

(D) OFF-LEASE STORAGE and MEASUREMENT

Please attached sheets with the following information

(1) Is all production from same source of supply? ☐ Yes ☐ No

(2) Include proof of notice to all interest owners.

(E) ADDITIONAL INFORMATION (for all application types)

Please attach sheets with the following information

(1) A schematic diagram of facility, including legal location.

(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.

(3) Lease Names, Lease and Well Numbers, and API Numbers.

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

SIGNATURE:  TITLE: REGULATORY ENGINEER DATE: 05/13/2022TYPE OR PRINT NAME SANDRA MUSALLAM TELEPHONE NO.: 713-366-5106E-MAIL ADDRESS: SANDRA_MUSALLAM@OXY.COM

Revised March 23, 2017

RECEIVED:	REVIEWER:	TYPE:	APP NO:
-----------	-----------	-------	---------

ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

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



ADMINISTRATIVE APPLICATION CHECKLIST

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

Applicant: OXY USA INC **OGRID Number:** 16696
Well Name: AVOGATO 30_31 STATE COM #4H & MULTIPLE **API:** 30-025-45923 & MULTIPLE
Pool: RED TANK; BONE SPRING, EAST & MULTIPLE **Pool Code:** 51687 & MULTIPLE

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

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

A. Location – Spacing Unit – Simultaneous Dedication

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

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

[I] Commingling – Storage – Measurement AMENDMENT TO PLC-596C

☐ DHC ☐ CTB ☒ PLC ☐ PC ☐ OLS ☐ OLM

[II] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery

☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR

2) NOTIFICATION REQUIRED TO: Check those which apply.

- A. ☐ Offset operators or lease holders
 B. ☒ Royalty, overriding royalty owners, revenue owners
 C. ☐ Application requires published notice
 D. ☒ Notification and/or concurrent approval by SLO
 E. ☐ Notification and/or concurrent approval by BLM
 F. ☐ Surface owner
 G. ☒ For all of the above, proof of notification or publication is attached, and/or,
 H. ☐ No notice required

FOR OCD ONLY

- ☐ Notice Complete
☐ Application Content Complete

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

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

SANDRA MUSALLAM

Print or Type Name

Signature

05/13/2022

Date

713-366-5106

Phone Number

SANDRA_MUSALLAM@OXY.COM

e-mail Address

APPLICATION FOR POOL AND LEASE COMMINGLED, OFF-LEASE MEASUREMENT, SALES AND STORAGE

Commingling proposal for Oil Production at Avogato 30-31 State Battery (also referred to as Red Tank 19 CTB)

OXY USA INC requests approval to amend PLC-596C to add the Senile Felines wells listed below to the Avogato 30-31 State Battery (A 30 T22S R33E). Also, gas production from Red Tank 31 State 5H will be added to the battery. Oil production from Red Tank 31 State 5H has been previously approved for commingling at the Avogato 30-31 State Battery.

This amendment also requests approval for *future wells within the same pools and leases/CAs of existing wells listed below.*

Wells to be Added:

WELL NAME	API #	SURFACE LOCATION	DATE ONLINE	OIL (BOPD)	OIL GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BWPD)
-----------	-------	------------------	-------------	------------	-----------------	-------------	--------	--------------

W/2 SECTIONS 18 & 7 - STATE LEASE #S: V046172, V047804

POOL: RED TANK; BONE SPRING, EAST (51687) - SLO COMM AGREEMENT PENDING APPROVAL

SENILE FELINES 18_7 STATE COM 21H	30-025-48745	N-18-22S-33E	EST SEP 2022	1300	42.4	1645	1235	2840
SENILE FELINES 18_7 STATE COM 22H	30-025-48746	N-18-22S-33E	EST SEP 2022	1300	42.4	1645	1235	2840
SENILE FELINES 18_7 STATE COM 23H	30-025-48747	N-18-22S-33E	TBD	1300	42.4	1645	1235	2840

POOL: WC-025 G-09 S223332A; UPPER WOLFCAMP (98177) - SLO COMM AGREEMENT PENDING APPROVAL

SENILE FELINES 18_7 STATE COM 311H	30-025-48756	N-18-22S-33E	EST SEP 2022	1500	42.4	2865	1235	3000
SENILE FELINES 18_7 STATE COM 31H	30-025-48751	N-18-22S-33E	EST SEP 2022	1500	42.4	2865	1235	3000
SENILE FELINES 18_7 STATE COM 32H	30-025-48752	N-18-22S-33E	TBD	1500	42.4	2865	1235	3000

WELL NAME	API #	SURFACE LOCATION	DATE ONLINE	OIL (BOPD)	OIL GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BWPD)
-----------	-------	------------------	-------------	------------	-----------------	-------------	--------	--------------

E/2 W/2 & W/2 E/2 SECTIONS 18 & 7 - STATE LEASE #S: V046172, V047804

POOL: RED TANK; BONE SPRING, EAST (51687) - SLO COMM AGREEMENT PENDING APPROVAL

SENILE FELINES 18_7 STATE COM 24H	30-025-48748	O-18-22S-33E	EST SEP 2022	1300	42.4	1645	1235	2840
-----------------------------------	--------------	--------------	--------------	------	------	------	------	------

POOL: WC-025 G-09 S223332A; UPPER WOLFCAMP (98177) - SLO COMM AGREEMENT PENDING APPROVAL

SENILE FELINES 18_7 STATE COM 312H	30-025-48758	O-18-22S-33E	EST SEP 2022	1500	42.4	2865	1235	3000
------------------------------------	--------------	--------------	--------------	------	------	------	------	------

WELL NAME	API #	SURFACE LOCATION	DATE ONLINE	OIL (BOPD)	OIL GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BWPD)
-----------	-------	------------------	-------------	------------	-----------------	-------------	--------	--------------

E/2 SECTIONS 18 & 7 - STATE LEASE #S: V046172, V047804

POOL: RED TANK; BONE SPRING, EAST (51687) - SLO COMM AGREEMENT PENDING APPROVAL

SENILE FELINES 18_7 STATE COM 25H	30-025-48749	O-18-22S-33E	EST SEP 2022	1300	42.4	1645	1235	2840
SENILE FELINES 18_7 STATE COM 26H	30-025-48750	O-18-22S-33E	EST SEP 2022	1300	42.4	1645	1235	2840

POOL: WC-025 G-09 S223332A; UPPER WOLFCAMP (98177) - SLO COMM AGREEMENT PENDING APPROVAL

SENILE FELINES 18_7 STATE COM 34H	30-025-48754	O-18-22S-33E	EST SEP 2022	1500	42.4	2865	1235	3000
SENILE FELINES 18_7 STATE COM 35H	30-025-48755	O-18-22S-33E	EST SEP 2022	1500	42.4	2865	1235	3000
SENILE FELINES 18_7 STATE COM 313H	30-025-48757	O-18-22S-33E	EST SEP 2022	1500	42.4	2865	1235	3000

Existing wells:

WELL NAME	API #	SURFACE LOCATION	DATE ONLINE	OIL (BOPD)	OIL GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BWPD)
-----------	-------	------------------	-------------	------------	-----------------	-------------	--------	--------------

STATE LEASE V035272

POOL: RED TANK; BONE SPRING, EAST (51687)

RED TANK 31 STATE 5H*	30-025-41885	A-31-22S-33E	JAN 2015	0	40.2	0	1307	0
-----------------------	--------------	--------------	----------	---	------	---	------	---

*Currently shut-in

WELL NAME	API #	SURFACE LOCATION	DATE ONLINE	OIL (BOPD)	OIL GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BWPD)
-----------	-------	------------------	-------------	------------	-----------------	-------------	--------	--------------

E2E2 SECTIONS 30 & 31 - STATE LEASE #S: V035262, V035272

POOL: RED TANK; BONE SPRING, EAST (51687) - COMM AGREEMENT PUN 1366786

RED TANK 30-31 STATE COM 14H	30-025-44193	A-30-22S-33E	JAN 2019	167	41.5	1645	1190	68
RED TANK 30-31 STATE COM 24Y	30-025-44161	A-30-22S-33E	FEB 2018	212	41.8	349	1212	363
RED TANK 30-31 STATE COM 34H	30-025-44063	A-30-22S-33E	FEB 2018	155	41.8	239	1234	403

WELL NAME	API #	SURFACE LOCATION	DATE ONLINE	OIL (BOPD)	OIL GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BWPD)
-----------	-------	------------------	-------------	------------	-----------------	-------------	--------	--------------

E/2 SECTIONS 30 & 31 - STATE LEASE #S: V035262, V035272

POOL: RED TANK; BONE SPRING, EAST (51687) - COMM AGREEMENT PUN 1378315

AVOGATO 30 31 STATE COM 4H	30-025-45923	A-30-22S-33E	FEB 2020	297	42.4	1074	1201	702
AVOGATO 30 31 STATE COM 14H	30-025-45959	B-30-22S-33E	DEC 2019	146	42.4	2083	1195	155
AVOGATO 30 31 STATE COM 24H	30-025-45960	B-30-22S-33E	NOV 2019	154	42.4	262	1312	360
AVOGATO 30 31 STATE COM 25H	30-025-45961	B-30-22S-33E	NOV 2019	180	42.4	513	1285	588
AVOGATO 30 31 STATE COM 34H	30-025-45930	B-30-22S-33E	JAN 2020	209	42.4	914	1205	779
AVOGATO 30 31 STATE COM 74H	30-025-45964	A-30-22S-33E	FEB 2020	190	42.4	325	1261	127

POOL: WC-025 G-09 S223332A; UPPER WOLFCAMP (98177) - COMM AGREEMENT PUN 1378881

AVOGATO 30 31 STATE COM 35H	30-025-45931	B-30-22S-33E	JAN 2020	183	42.4	557	1216	452
-----------------------------	--------------	--------------	----------	-----	------	-----	------	-----

WELL NAME	API #	SURFACE LOCATION	DATE ONLINE	OIL (BOPD)	OIL GRAVITY API	GAS (MSCFD)	BTU/CF	WATER (BWPD)
-----------	-------	------------------	-------------	------------	-----------------	-------------	--------	--------------

W/2 SECTIONS 30 & 31 - STATE LEASE #S: VB3740, V035262, V035272

POOL: RED TANK; BONE SPRING, EAST (51687) - COMM AGREEMENT PUN 1378301

AVOGATO 30 31 STATE COM 11H	30-025-45956	D-30-22S-33E	JAN 2020	196	42.4	1904	1194	151
AVOGATO 30 31 STATE COM 12H	30-025-45957	D-30-22S-33E	JAN 2020	198	42.4	2555	1198	781
AVOGATO 30 31 STATE COM 13H	30-025-45958	B-30-22S-33E	DEC 2019	89	42.4	1487	1202	38
AVOGATO 30 31 STATE COM 21H	30-025-45924	C-30-22S-33E	NOV 2019	190	42.4	414	1239	431
AVOGATO 30 31 STATE COM 22H	30-025-45925	C-30-22S-33E	NOV 2019	202	42.4	433	1280	581
AVOGATO 30 31 STATE COM 23H	30-025-45926	C-30-22S-33E	NOV 2019	180	42.4	350	1195	496
AVOGATO 30 31 STATE COM 31H	30-025-45929	C-30-22S-33E	FEB 2020	338	42.4	649	1212	523
AVOGATO 30 31 STATE COM 33H	30-025-45928	C-30-22S-33E	FEB 2020	183	42.4	483	1189	316

POOL: RED TANK; BONE SPRING (51683) - COMM AGREEMENT PUN 1380825

AVOGATO 30 31 STATE COM 32H	30-025-45927	C-30-22S-33E	FEB 2020	225	42.4	442	1216	99
-----------------------------	--------------	--------------	----------	-----	------	-----	------	----

PROCESS DESCRIPTION

Production from Senile Feline wells will be sent to the battery header, along with Avogato 30-31 State and Red Tank 30-31 State wells. Production flows through two three-phase production separators (10' x 40'). After separation, oil production is sent through four line heaters and then through two 8' X 20' heater-treaters. It then flows through two 48" vapor recovery towers before flowing through the LACT units for the purpose of royalty payment. The existing four oil storage tanks will remain onsite. The tanks, located between the vertical recovery towers and LACTs, will be incorporated into the design as emergency backup storage in the event of system upsets and power outages. Oil production is allocated back to each well based on well test.

For testing purposes, Avogato 30-31 State Battery is equipped with five three-phase test separators (6' x 20'). The test separators are equipped with turbine meters for oil and water measurement, and a gas orifice meter for gas measurement. All wells are tested daily prior to Range 1 of decline and are tested at least three times per month during Range 1 of decline. When Range 2 decline is started, the wells are tested at least twice per month. Wells are tested at least once per month when Range 3 of decline is started, as specified in Hearing Order R-14299.

Gas production is combined after the three-phase separators. It then flows through the gas check meters then to sales. Gas production is allocated back to each well based on the aforementioned well tests. Gas commingling will be handled through a new permit for the Red Tank area, which will be submitted to NMOCD.

All water from the Avogato 30-31 State Battery is sent to the Salt Water Disposal Distribution system.

If Red Tank 31 State 5H is returned to production, it may be sent to the Avogato 30-31 State Battery header, with process flow and allocation by well test as described above for the Senile Felines, Avogato 30-31 State and Red Tank 30-31 State wells. Previously, production from Red Tank 31 State 5H was separated at the wellpad, and oil production was sold through a dedicated LACT. During upset conditions, the oil was pumped off-location and sent to Avogato 30-31 State Battery for storage and sales, with allocation by well test as described above. Gas production was sent to a separate gas gathering system from Avogato 30-31 State Battery and sold. Gas commingling for Red Tank 31 State 5H was approved through PLC 767A. OXY requests to add Red Tank 31 State 5H gas production to the Avogato 30-31 State Battery and also maintain gas production on PLC 767A until return-to-production plans are finalized.

ADDITIONAL APPLICATION COMPONENTS

A map detailing the wells, lease boundary and facility locations is attached.

The oil and gas meters will be calibrated on a regular basis per API and NMOCD specifications.

The requirements of Order R-22101 that pertain to commingling and well testing will be met.

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

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

The surface commingle application will be submitted separately for approval per NMOCD and SLO regulations.

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

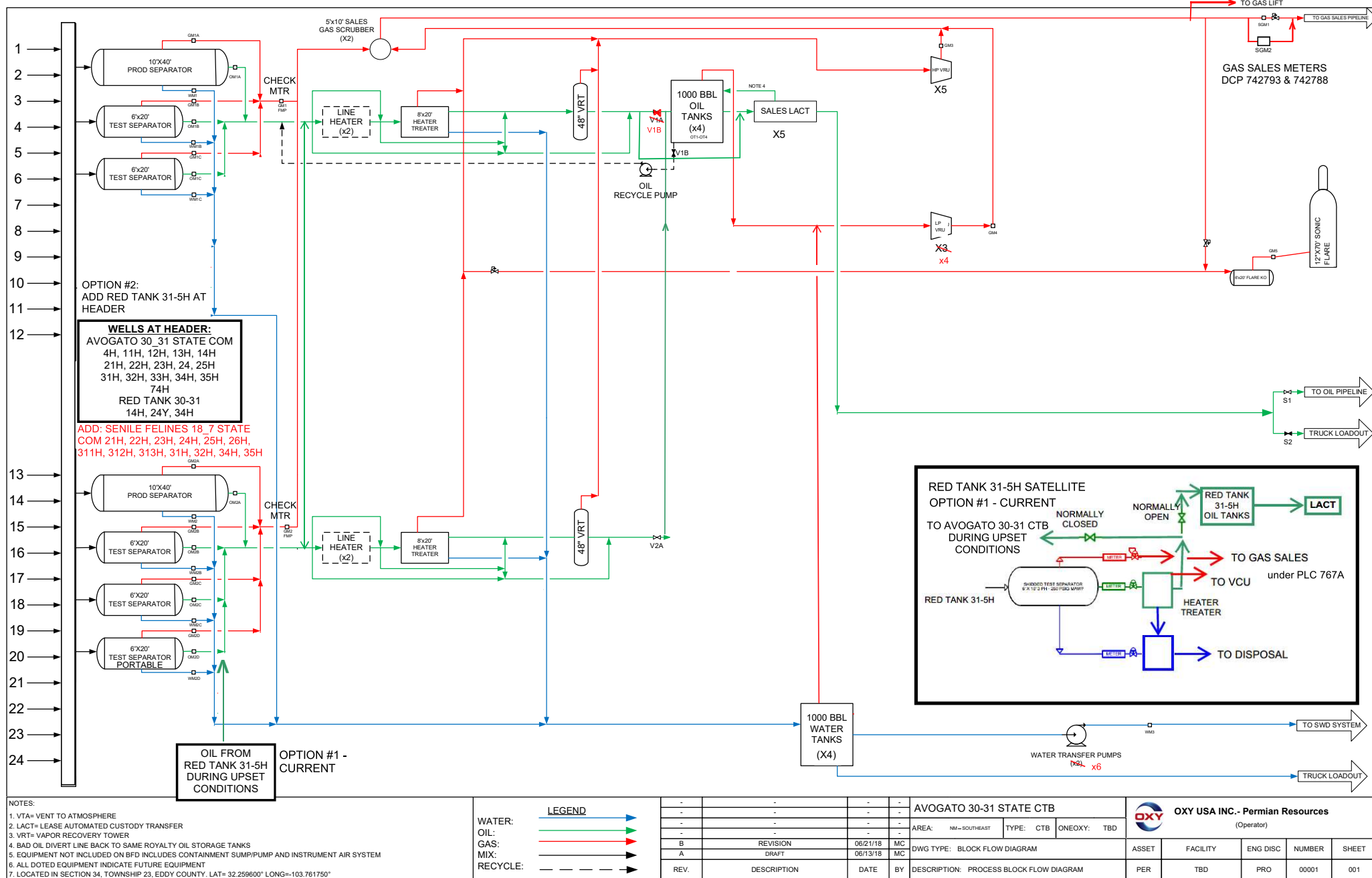


SENILE FELINES 18-7 ST COM 34H, 35H, 313H - WC

CA 1366786 E2E2 SEC 30 & 31 T22S R33E
RED TANK 30-31 STATE COM #14H, 24Y, 34H
RED TANK;BONE SPRING, EAST (51687)
V035262, V035272

North American Datum 1927
Last Updated: 3/31/2022
Author: M. Vy
File: RedTankState_CTB_20201012

 C.A. Boundary



MAILED 05/17/2022

To Company Name	To Name	To Address Line 1	To City	To State	To ZIP	Tracking Number
	Atlas OBO Energy LP	1900 St James Place	Houston	TX	77056	_9414811898765879267794
	2019 PERMIAN BASIN JV	P O BOX 10	FOLSOM	LA	70437	_9414811898765879267749
	ACCELERATE RESOURCES OPERATING LLC	7950 LEGACY DRIVE SUITE 500	PLANO	TX	75024	_9414811898765879267787
	BRIGHAM MINERALS	5914 W COURTYARD DRIVE STE 200	AUSTIN	TX	78730	_9414811898765879267770
	CAL MON OIL COMPANY	200 N LORAIN ST STE 1404	MIDLAND	TX	79701	_9414811898765879267916
	CAMPECHE PETRO LP	500 COMMERCE ST STE 600	FORT WORTH	TX	76102	_9414811898765879267961
	CANYON PROPERTIES LLC	1500 BROADWAY STE 1212	LUBBOCK	TX	79401	_9414811898765879267923
	CARDINAL PLASTICS INC	PO BOX 935	ODESSA	TX	79760	_9414811898765879267909
	CONRAD E COFFIELD	500 RODEO ROAD NO 202	SANTA FE	NM	87505	_9414811898765879267992
FRANK B LYON PERSONAL REP	CONRAD E COFFIELD ESTATE	3508 FAR WEST BLVD STE 170	AUSTIN	TX	78731	_9414811898765879267947
	DAVENPORT CONGER PROPERTIES LP	PO BOX 3511	MIDLAND	TX	79702	_9414811898765879267985
	ELIZABETH EATON DOYLE	18 MOCCASIN TRAIL	SANDIA PARK	NM	87047	_9414811898765879267930
PROSPERITY BANK TRUSTEE	J M WELBORN TRUST	1401 AVENUE Q	LUBBOCK	TX	79401	_9414811898765879267978
	JUDITH K MARTIN	25 LAKES DRIVE	MIDLAND	TX	79705	_9414811898765879267619
	KASTMAN OIL COMPANY	P O BOX 5930	LUBBOCK	TX	79408	_9414811898765879267657
PATRICK K MONAGHAN TRUSTEE	PATRICK K MONAGHAN TRUST	2610 W SUNNYSIDE AVE	CHICAGO	IL	60625	_9414811898765879267664
	RC JOHNSON JR LTD	1401 AVENUE Q	LUBBOCK	TX	79401	_9414811898765879267626
	ROBERT M DAVENPORT JR	104 S PECOS	MIDLAND	TX	79701	_9414811898765879267602
A NEW MEXICO CORPORATION	SDS PROPERTIES INC	P O BOX 246	ROSWELL	NM	88202	_9414811898765879267695
	SILVERSTONE RESOURCES INC	106 ROW THREE	LAFAYETTE	LA	70508	_9414811898765879267640
	SOLAR FLARE INVESTMENTS LLC	1801 RED BUD LN STE B 248	ROUND ROCK	TX	78664	_9414811898765879267688
COMMISSIONER OF PUBLIC LANDS	STATE OF NEW MEXICO	P O BOX 1148	SANTA FE	NM	87504	_9414811898765879267633
	STATES ROYALTY LIMITED PARTNERSHIP	P O BOX 911	BRECKENRIDGE	TX	76424	_9414811898765879267671
	TOCOR INVESTMENTS INC	P O BOX 293	MIDLAND	TX	79702	_9414811898765879267114
	TUMBLER ENERGY PARTNERS LLC	3811 TURTLE CREEK BLVD SUITE 1100	DALLAS	TX	75219	_9414811898765879267152
	TUMBLER OPERATING PARTNERS LLC	3811 TURTLE CREEK BLVD SUITE 1100	DALLAS	TX	75219	_9414811898765879267169
	WADE PETROLEUM CORPORATION	9 BROKEN ARROW PL	SANDIA PARK	NM	87047	_9414811898765879267121



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

5 Greenway Plaza, Suite 110, Houston, Texas 77046
P.O. Box 4294, Houston, Texas 77210-4294
Direct: 713.366.5106
Sandra_Musallam@oxy.com

May 17, 2022

Re: UPDATED Application for Pool and Lease Commingling and Off-lease Measurement, Sales, & Storage for Oil Production at the Avogato 30-31 State Battery in Lea County, New Mexico

Dear Interest Owner:

This is to advise you that OXY USA INC is filing an update to the amendment to PLC-596C for surface commingling of oil production at the Avogato 30-31 State Battery, **which was mailed April 28, 2022. No new wells have been added - only the pools have been updated for three of the wells.** A copy of the application submitted to the Division is attached. *This commingle request includes the current and future wells in the leases/CAs and pools listed in the attached application.*

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

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

For questions regarding this application, please contact Sandra Musallam at (713) 366-5106.

Respectfully,

A handwritten signature in black ink, appearing to read "SMusallam", with a long horizontal flourish extending to the right.

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

Affidavit of Publication


STATE OF NEW MEXICO
COUNTY OF LEA

I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

Beginning with the issue dated
April 06, 2022
and ending with the issue dated
April 06, 2022.


Publisher

Sworn and subscribed to before me this
6th day of April 2022.


Business Manager

My commission expires
January 29, 2023
(Seal)



This newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Laws of 1937 and payment of fees for said

LEGAL NOTICE April 6, 2022

Notice of Application for Surface Commingling

OXY USA INC located at 5 Greenway Plaza, Suite 110 Houston TX 77046 is applying to the NMOCD for an amendment to surface commingle Order PLC-596C for oil production at the Avogato 30-31, State Battery located in Lea County, Section 30 T22S - R33E and Red Tank 31 State 5H Satellite, located in Lea County, Section 31 T22S - R33E. Wells going to the aforementioned batteries are located in Lea County, Sections 7, 18, 30 and 31 T22S - R33E. Production is from the Red Tank; Bone Spring, East, WC-025 G-09 S223332A; Upper Wolfcamp and Red Tank; Bone Spring pools.

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

For questions pertaining to the application, please contact Sandra Musallam at (713) 366-5106.
#37514

67111848

00265515

TALENT ACQUISITION
OCCIDENTAL PERMIAN
5 GREENWAY PLAZA, STE 110
HOUSTON, TX 77046

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

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

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-48751	² Pool Code 98177	³ Pool Name WC-025 G-09 S223332A;UPR WOLFCAMP
⁴ Property Code 330703	⁵ Property Name SENILE FELINES 18_7 STATE COM	⁶ Well Number 31H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3658'

¹⁰ Surface Location

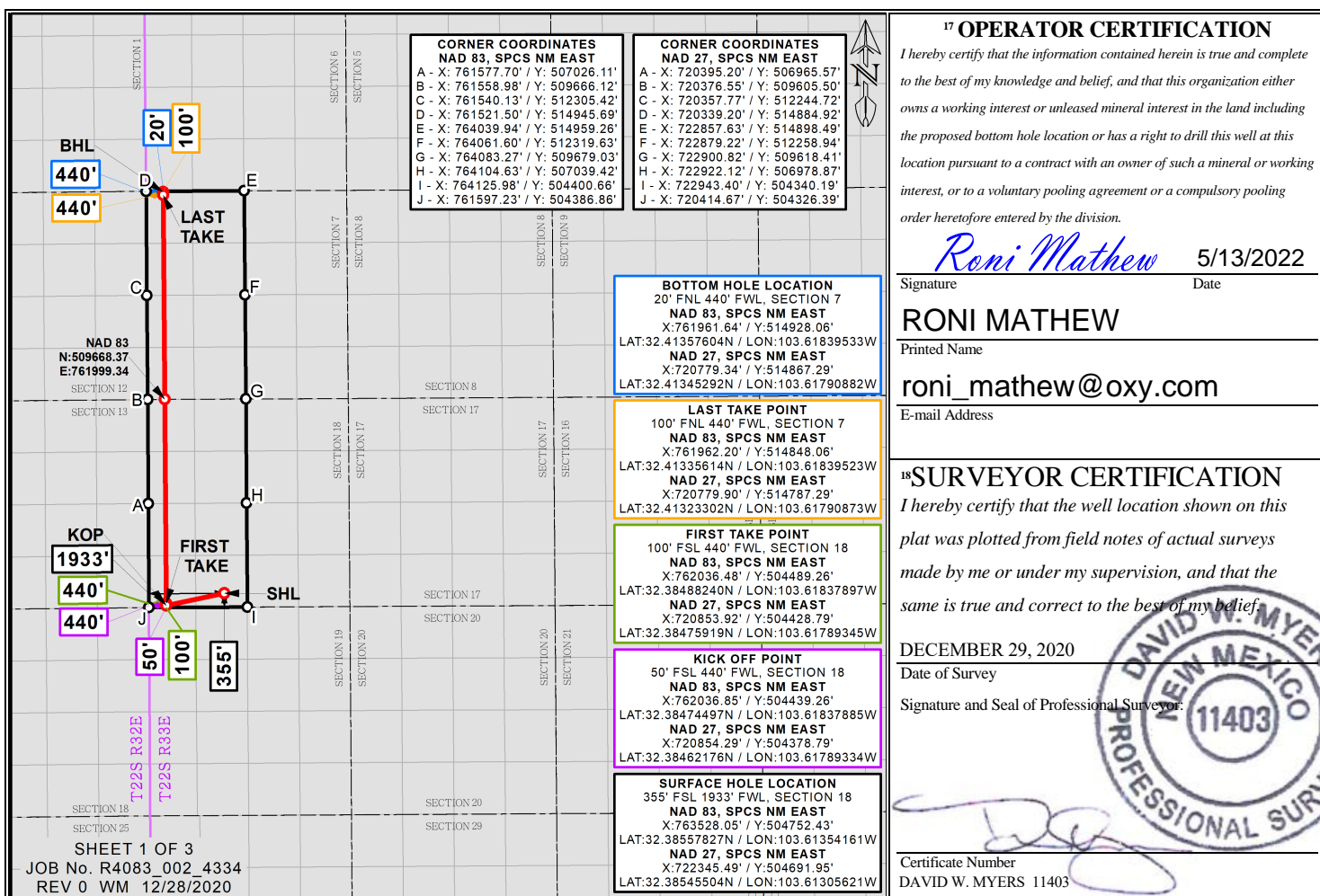
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	18	22S	33E		355	SOUTH	1933	WEST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
L 1	7	22S	33E		20	NORTH	440	WEST	LEA

¹² Dedicated Acres 611.84	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
---	-------------------------------	----------------------------------	-------------------------

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



Distances/areas relative to NAD 83 Combined Scale Factor: 0.9997856 Convergence Angle: 00°22'27.18"

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

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

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-48758	² Pool Code 98177	³ Pool Name WC-025 G-09 S223332A;UPR WOLFCAMP
⁴ Property Code 330703	⁵ Property Name SENILE FELINES 18_7 STATE COM	⁶ Well Number 312H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3633'

¹⁰ Surface Location

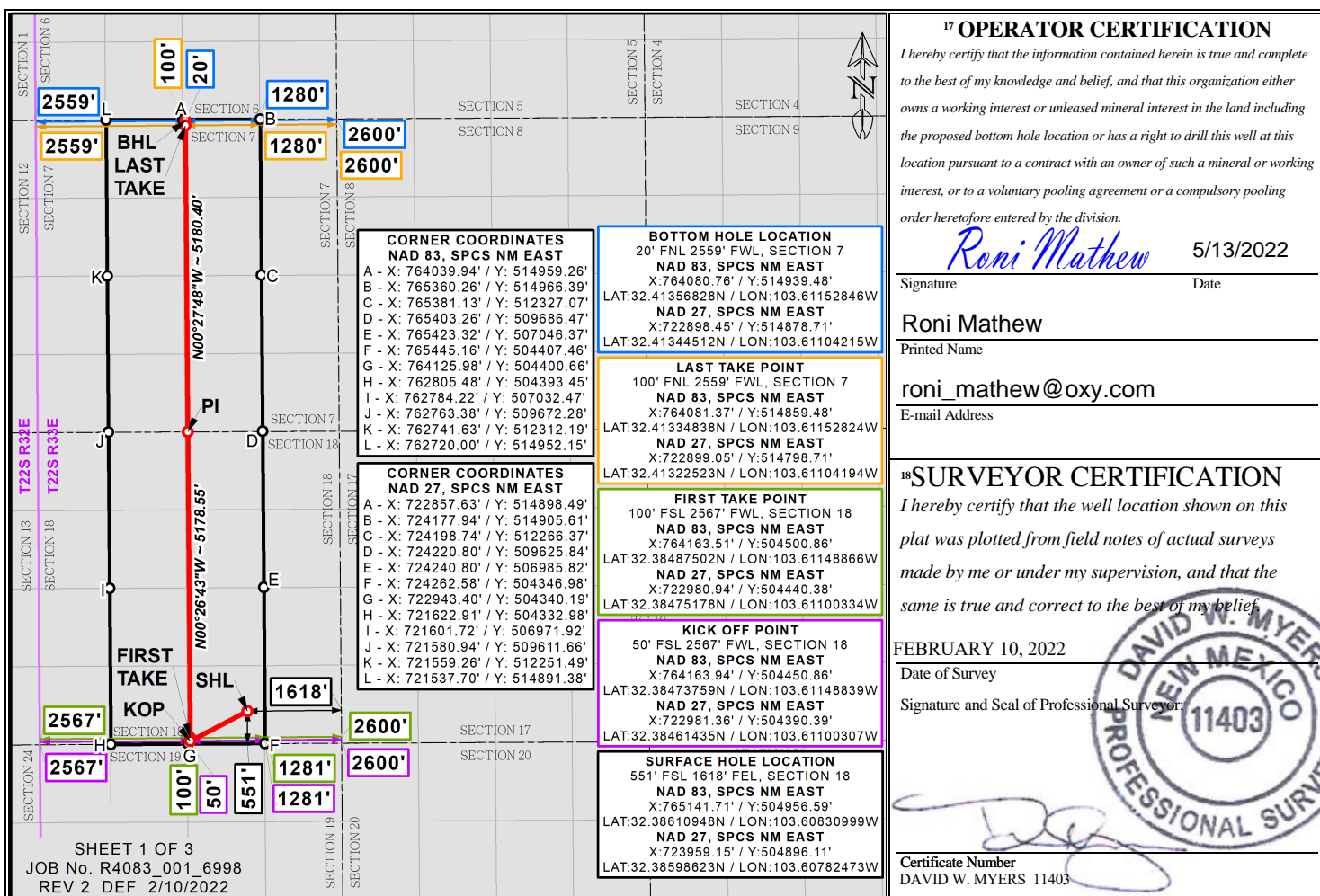
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	18	22S	33E		551	SOUTH	1618	EAST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	7	22S	33E		20	NORTH	2559	WEST	LEA

¹² Dedicated Acres 640.0	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
--	-------------------------------	----------------------------------	-------------------------

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



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

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

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-48757	² Pool Code 98177	³ Pool Name WC-025 G-09 S223332A;UPR WOLFCAMP
⁴ Property Code 330703	⁵ Property Name SENILE FELINES 18_7 STATE COM	⁶ Well Number 313H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3632'

¹⁰ Surface Location

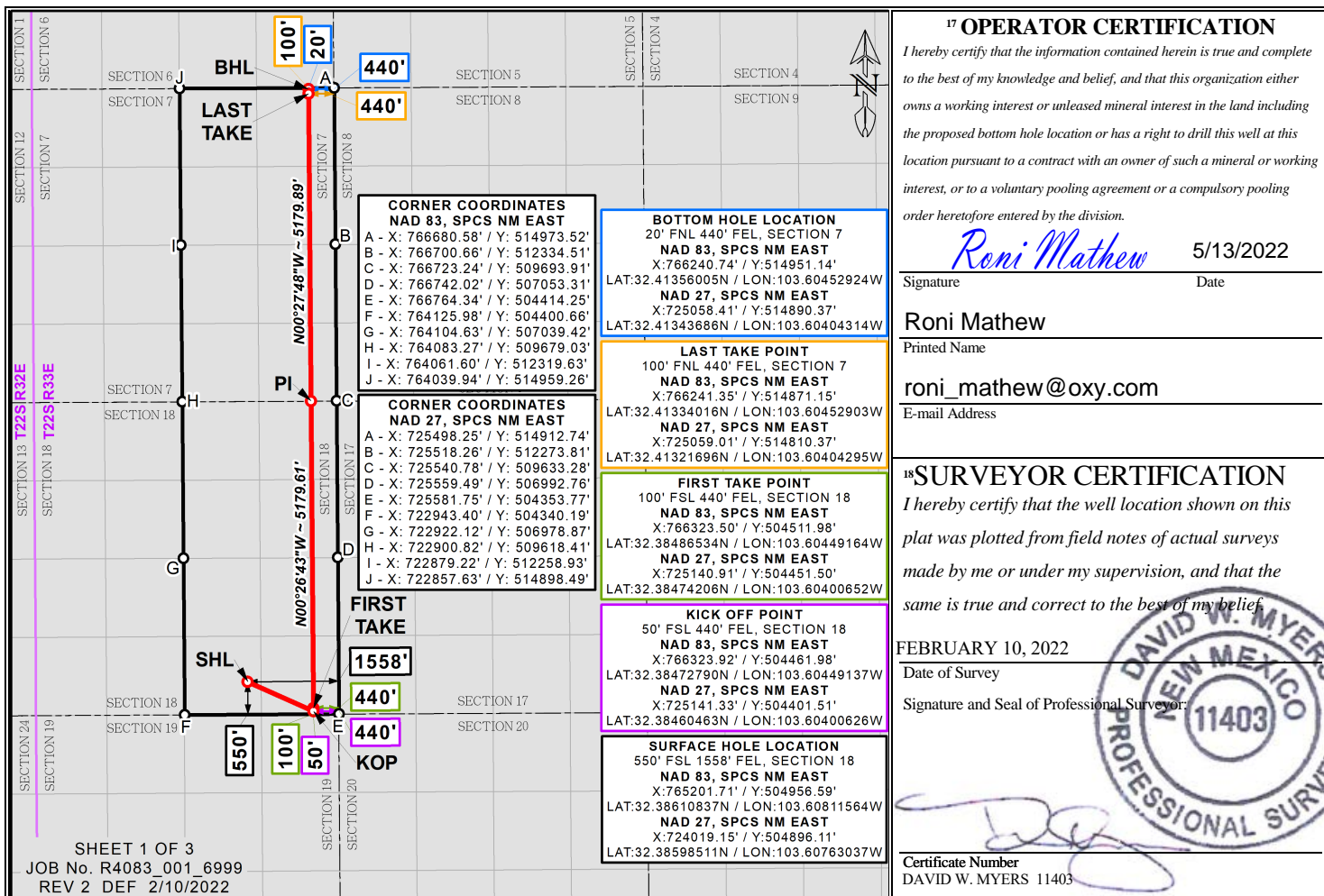
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	18	22S	33E		550	SOUTH	1558	EAST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	7	22S	33E		20	NORTH	440	EAST	LEA

¹² Dedicated Acres 640.0	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
--	-------------------------------	----------------------------------	-------------------------

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



District I

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

District II

811 S. First St., Artesia, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-9720

District III

1000 Rio Brazos Road, Aztec, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170

District IV

1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

State of New Mexico

Energy, Minerals & Natural Resources Department

OIL CONSERVATION DIVISION

1220 South St. Francis Dr.

Santa Fe, NM 87505

Form C-102

Revised August 1, 2011

Submit one copy to appropriate

District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number		¹ Code	RED TANK;BONE SPRING, EAST	
51687				
⁴ Property Code 330703		⁵ Property Name SENILE FELINES 18 7 STATE COM		⁶ Well Number 21H
⁷ OGRID No. 16696		⁸ Operator Name OXY USA INC.		⁹ Elevation 3656'

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	18	22S	33E		565	SOUTH	1935	WEST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D(1)	7	22S	33E	1	20	NORTH	440	WEST	LEA

¹² Dedicated Acres	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
611.84			

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

CORNER COORDINATES NAD 83, SPCS NM EAST

A - X: 761577.70' / Y: 507026.11'
B - X: 761558.98' / Y: 509666.12'
C - X: 761540.13' / Y: 512305.42'
D - X: 761521.50' / Y: 514945.69'
E - X: 764039.94' / Y: 514959.26'
F - X: 764061.60' / Y: 512319.63'
G - X: 764083.27' / Y: 509679.03'
H - X: 764104.63' / Y: 507039.42'
I - X: 764125.98' / Y: 504400.66'
J - X: 761597.23' / Y: 504386.86'

CORNER COORDINATES NAD 27, SPCS NM EAST

A - X: 720395.20' / Y: 506965.57'
B - X: 720376.55' / Y: 509605.50'
C - X: 720357.77' / Y: 512244.72'
D - X: 720339.20' / Y: 514884.92'
E - X: 722857.63' / Y: 514898.49'
F - X: 722879.22' / Y: 512258.94'
G - X: 722900.82' / Y: 509618.41'
H - X: 722922.12' / Y: 506978.87'
I - X: 722943.40' / Y: 504340.19'
J - X: 720414.67' / Y: 504326.39'

BOTTOM HOLE LOCATION
20' FNL 440' FWL, SECTION 7
NAD 83, SPCS NM EAST
X: 761961.64' / Y: 514928.06'
LAT: 32.41357604N / LON: 103.61839533W

LAST TAKE POINT
100' FNL 440' FWL, SECTION 7
NAD 83, SPCS NM EAST
X: 761962.20' / Y: 514848.06'
LAT: 32.41335614N / LON: 103.61839523W

FIRST TAKE POINT
100' FSL 440' FWL, SECTION 18
NAD 83, SPCS NM EAST
X: 762036.48' / Y: 504489.26'
LAT: 32.38488240N / LON: 103.61837897W

KICK OFF POINT
50' FSL 440' FWL, SECTION 18
NAD 83, SPCS NM EAST
X: 762036.85' / Y: 504439.26'
LAT: 32.38474497N / LON: 103.61837885W

SURFACE HOLE LOCATION
565' FSL 1935' FWL, SECTION 18
NAD 83, SPCS NM EAST
X: 763528.05' / Y: 504962.34'
LAT: 32.38615524N / LON: 103.61353704W

¹⁷ OPERATOR CERTIFICATION

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

Roni Mathew 4/15/2021
Signature Date

RONI MATHEW
Printed Name

roni_mathew@oxy.com
E-mail Address

¹⁸ SURVEYOR CERTIFICATION

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

DECEMBER 29, 2020
Date of Survey

Signature and Seal of Professional Surveyor:
David W. Myers

Certificate Number
DAVID W. MYERS 11403

Distances/areas relative to NAD 83 Combined Scale Factor: 0.9997856 Convergence Angle: 00°22'27.18"

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

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

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-48746	² Pool Code 51687	³ Pool Name RED TANK; BONE SPRING, EAST
⁴ Property Code 330703	⁵ Property Name SENILE FELINES 18_7 STATE COM	⁶ Well Number 22H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3656'

¹⁰ Surface Location

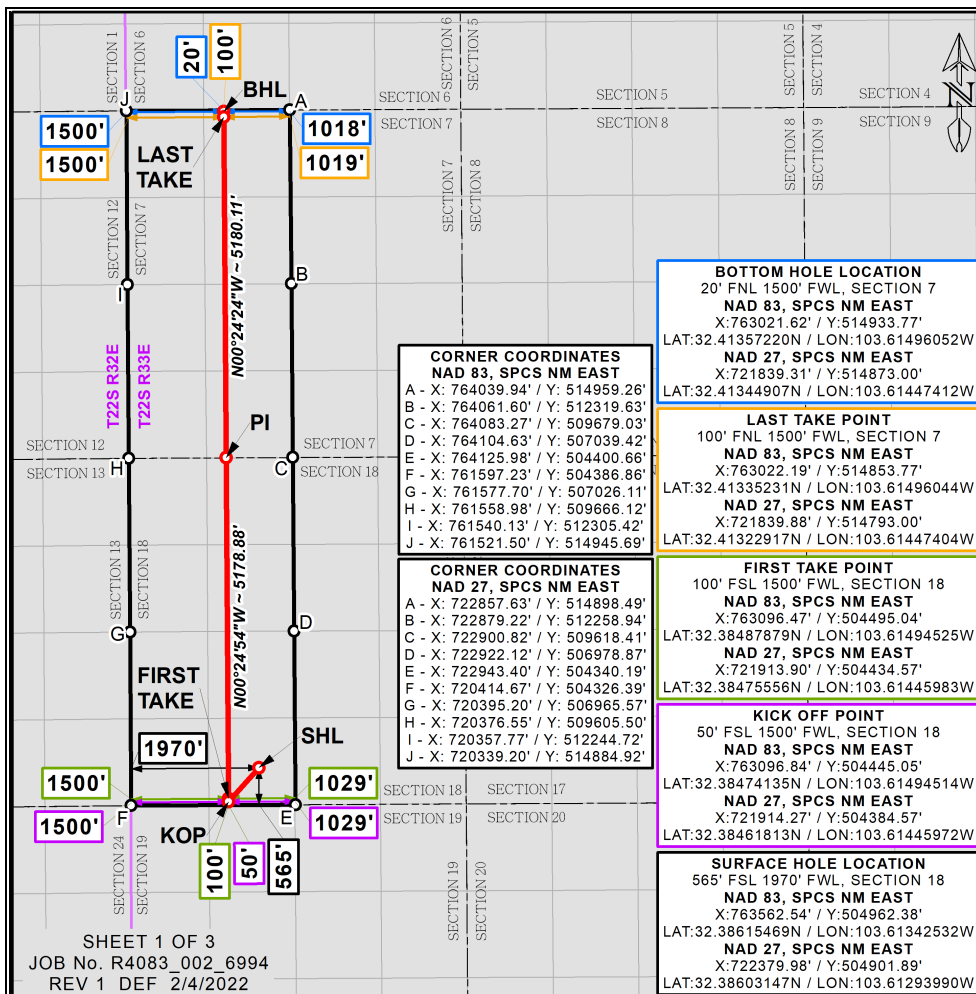
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	18	22S	33E		565	SOUTH	1970	WEST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	7	22S	33E		20	NORTH	1500	WEST	LEA

¹² Dedicated Acres 611.84	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
---	-------------------------------	----------------------------------	-------------------------

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

¹⁷ OPERATOR CERTIFICATION

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

Roni Mathew 4/1/2022
Signature Date
Roni Mathew
Printed Name
roni_mathew@oxy.com
E-mail Address

¹⁸ SURVEYOR CERTIFICATION

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

FEBRUARY 10, 2022

Date of Survey

Signature and Seal of Professional Surveyor:

Certificate Number
DAVID W. MYERS 11403

Distances/areas relative to NAD 83 Combined Scale Factor: 0.9997856 Convergence Angle: 00°22'27.18"

☐ Horizontal Spacing Unit

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

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-	² Pool Code 51687	³ Pool Name RED TANK, BONE SPRING, EAST
⁴ Property Code 330703	⁵ Property Name SENILE FELINES 18 7 STATE COM	⁶ Well Number 23H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3656'

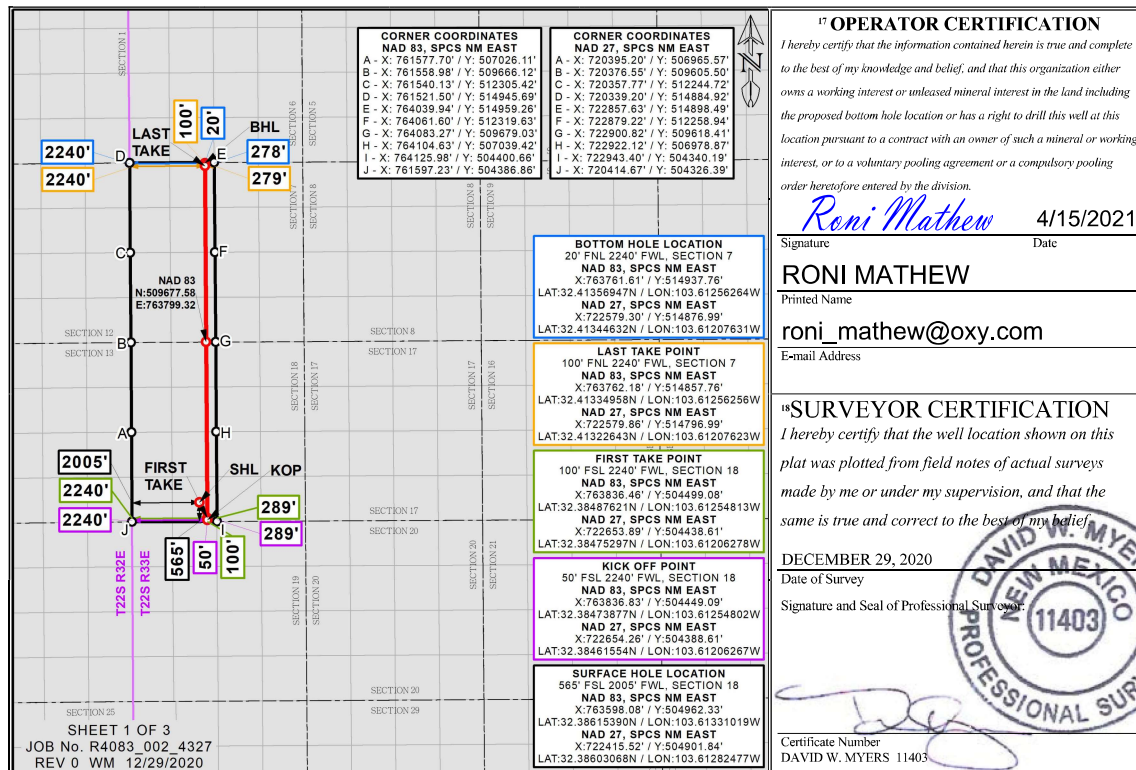
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	18	22S	33E		565	SOUTH	2005	WEST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	7	22S	33E		20	NORTH	2240	WEST	LEA
¹² Dedicated Acres 611.84	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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



Distances/areas relative to NAD 83 Combined Scale Factor: 0.9997856 Convergence Angle: 00°22'27.18"

☐ Horizontal Spacing Unit

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

District II
811 S. First St., Artesia, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-9720

District III
1000 Rio Brazos Road, Aztec, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170

District IV
1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-48756	² Pool Code 98177	³ Pool Name WC-025 G-09 S223332A; UPR WOLFCAMP
⁴ Property Code 330703	⁵ Property Name SENILE FELINES 18_7 STATE COM	⁶ Well Number 311H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3657'

¹⁰ Surface Location

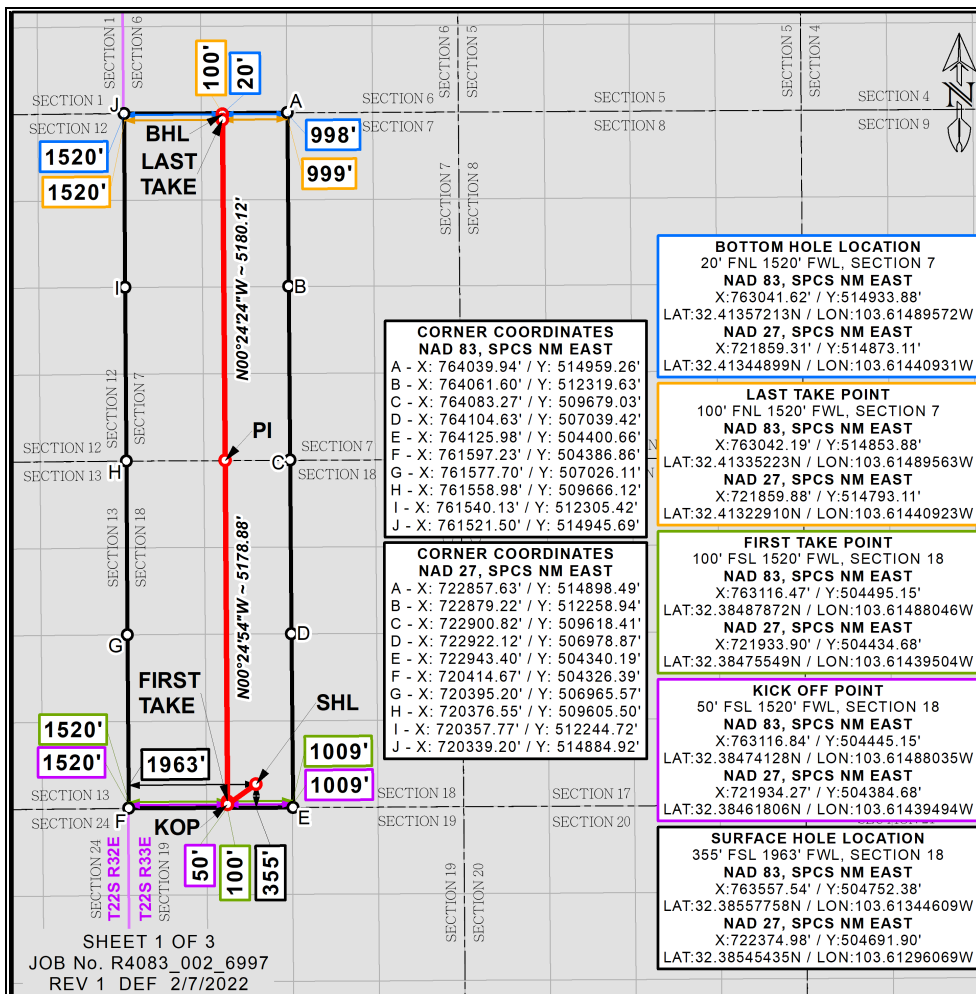
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	18	22S	33E		355	SOUTH	1963	WEST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	7	22S	33E		20	NORTH	1520	WEST	LEA

¹² Dedicated Acres 611.84	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
---	-------------------------------	----------------------------------	-------------------------

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

¹⁷ OPERATOR CERTIFICATION

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

Roni Mathew 4/1/2022

Signature Date

Roni Mathew

Printed Name

roni_mathew@oxy.com

E-mail Address

¹⁸ SURVEYOR CERTIFICATION

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

FEBRUARY 10, 2022

Date of Survey

Signature and Seal of Professional Surveyor:

Certificate Number
DAVID W. MYERS 11403

Distances/areas relative to NAD 83 Combined Scale Factor: 0.9997856 Convergence Angle: 00°22'27.18"

☐ Horizontal Spacing Unit

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

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-	² Pool Code 98177	³ Pool Name WC-025 G-09 S223332A; UPR WOLFCAMP
⁴ Property Code 330703	⁵ Property Name SENILE FELINES 18 7 STATE COM	⁶ Well Number 32H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3656'

¹⁰ Surface Location

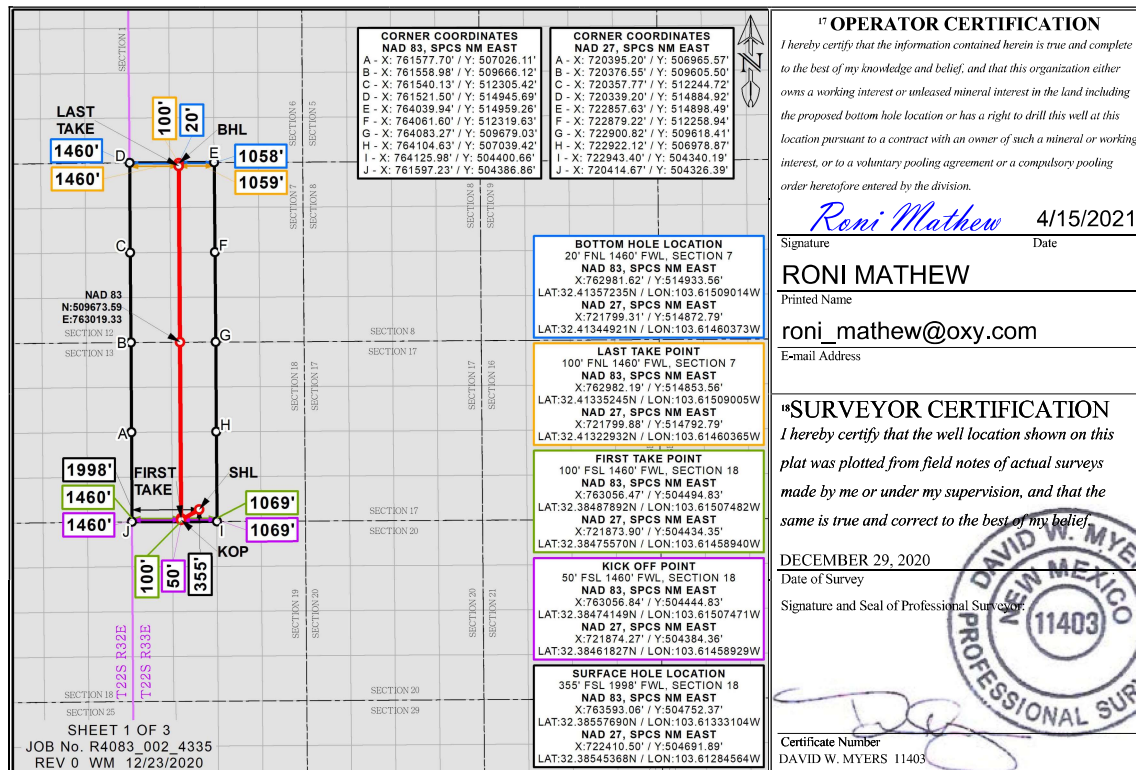
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	18	22S	33E		355	SOUTH	1998	WEST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	7	22S	33E		20	NORTH	1460	WEST	LEA

¹² Dedicated Acres 611.84	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
--	-------------------------------	----------------------------------	-------------------------

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



Distances/areas relative to NAD 83 Combined Scale Factor: 0.9997856 Convergence Angle: 00°22'27.18"

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

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

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-48748	² Pool Code 51687	³ Pool Name RED TANK; BONE SPRING, EAST
⁴ Property Code 330703	⁵ Property Name SENILE FELINES 18_7 STATE COM	⁶ Well Number 24H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3634'

¹⁰ Surface Location

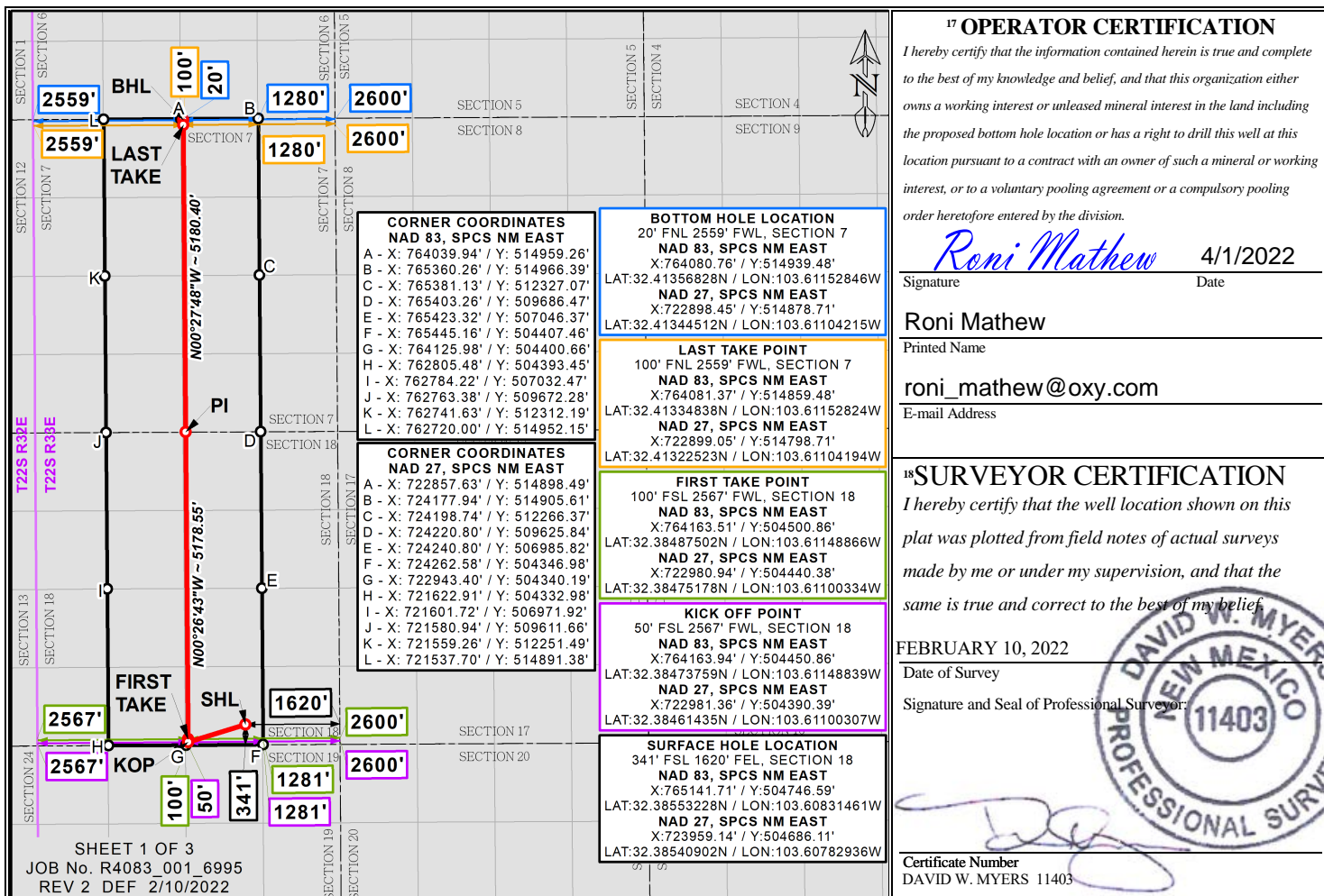
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	18	22S	33E		341	SOUTH	1620	EAST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	7	22S	33E		20	NORTH	2559	WEST	LEA

¹² Dedicated Acres 640.0	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
--	-------------------------------	----------------------------------	-------------------------

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



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

District II
811 S. First St., Artesia, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-9720

District III
1000 Rio Brazos Road, Aztec, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170

District IV
1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-48749	² Pool Code 51687	³ Pool Name RED TANK; BONE SPRING, EAST
⁴ Property Code 330703	⁵ Property Name SENILE FELINES 18_7 STATE COM	
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁶ Well Number 25H ⁹ Elevation 3633'

¹⁰ Surface Location

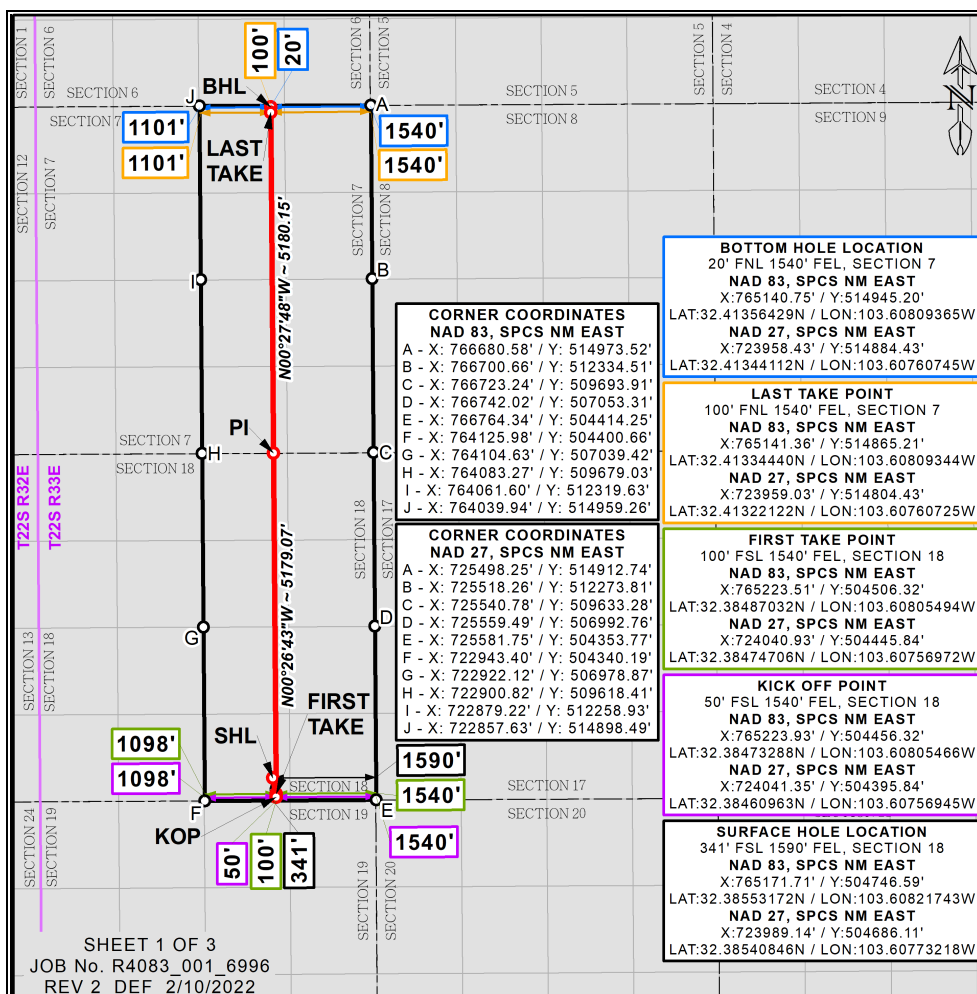
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	18	22S	33E		341	SOUTH	1590	EAST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	7	22S	33E		20	NORTH	1540	EAST	LEA

¹² Dedicated Acres	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
640.0			

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



¹⁷ OPERATOR CERTIFICATION

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

Roni Mathew 4/1/2022

Signature Date

Roni Mathew

Printed Name _____

roni_mathew@oxy.com

E-mail Address

18 SURVEYOR CERTIFICATION

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

FEBRUARY 10, 2022

Date of Survey _____

Signature and Seal of Professional Surveyor:

Certificate Number
DAVID W. MYERS 11403

Distances/areas relative to NAD 83 Combined Scale Factor: 0.9997856 Convergence Angle: 00°22'27.180012"

☐ Horizontal Spacing Unit

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

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

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-48750	² Pool Code 51687	³ Pool Name RED TANK; BONE SPRING, EAST
⁴ Property Code 330703	⁵ Property Name SENILE FELINES 18_7 STATE COM	⁶ Well Number 26H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3633'

¹⁰ Surface Location

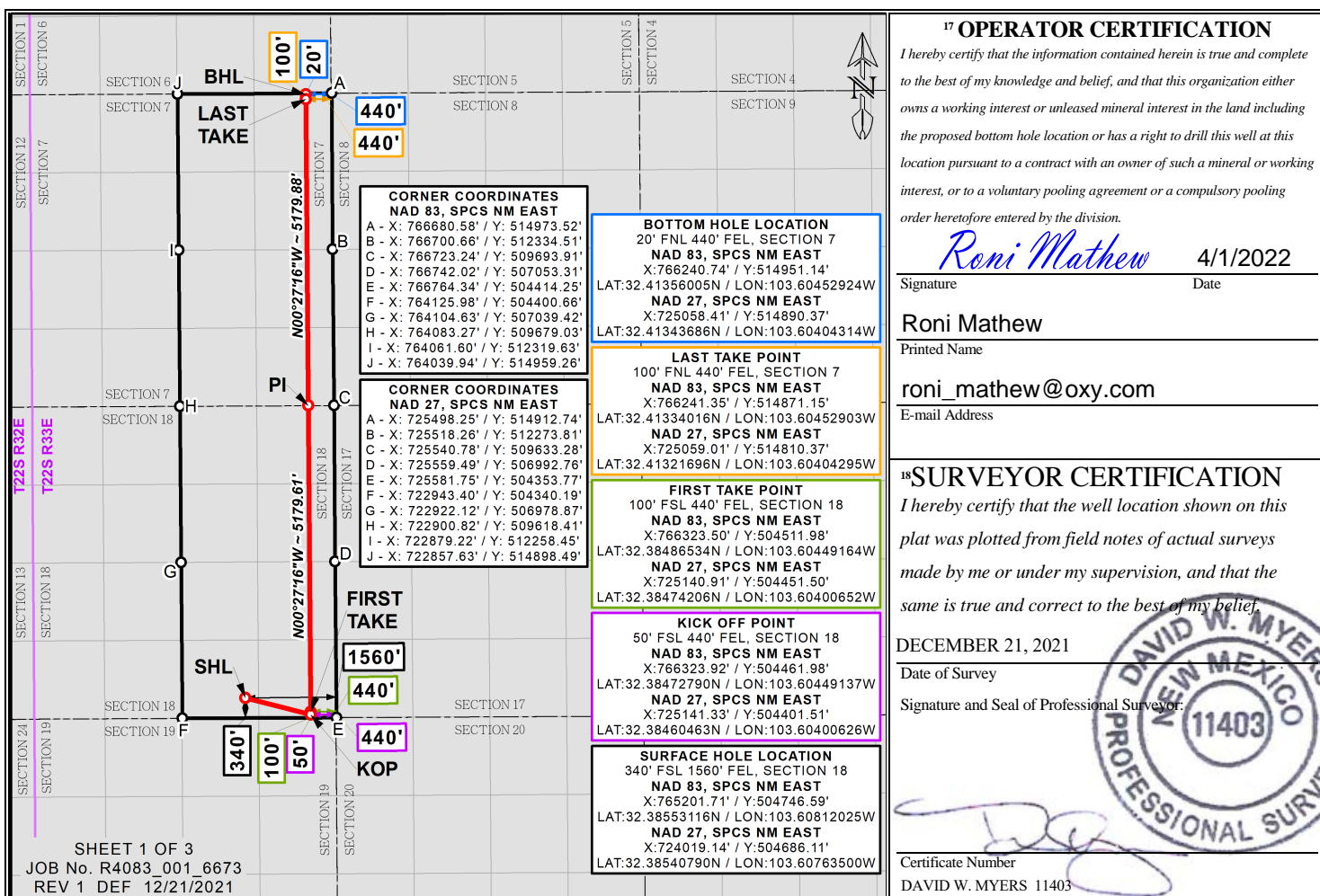
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	18	22S	33E		340	SOUTH	1560	EAST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	7	22S	33E		20	NORTH	440	EAST	LEA

¹² Dedicated Acres 640.0	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
--	-------------------------------	----------------------------------	-------------------------

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



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

District II
811 S. First St., Artesia, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-9720

District III
1000 Rio Brazos Road, Aztec, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170

District IV
1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-48754	² Pool Code 98177	³ Pool Name WC-025 G-09 S223332A; UPR WOLFCAMP
⁴ Property Code 330703	⁵ Property Name SENILE FELINES 18_7 STATE COM	⁶ Well Number 34H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3632'

¹⁰ Surface Location

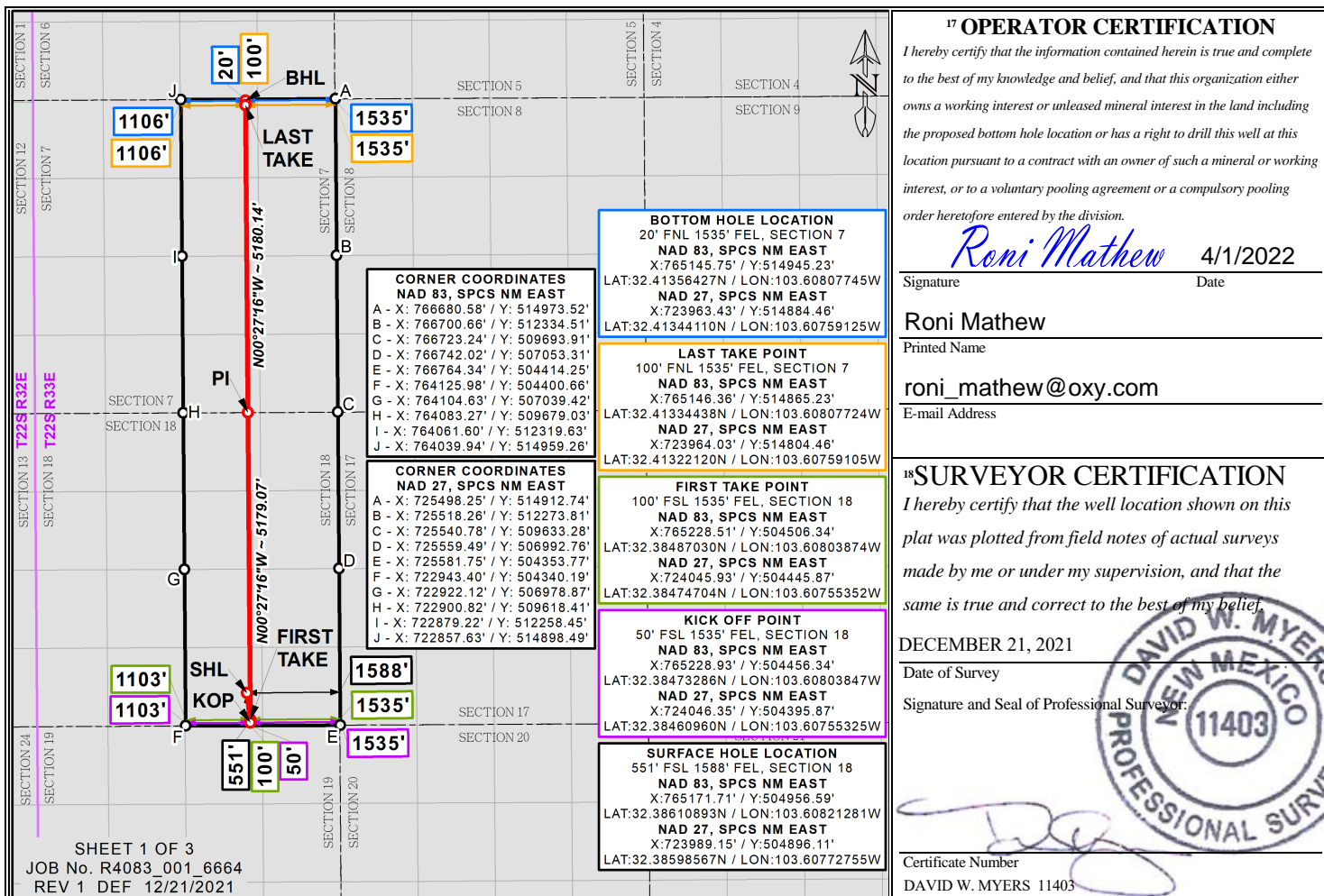
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	18	22S	33E		551	SOUTH	1588	EAST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	7	22S	33E		20	NORTH	1535	EAST	LEA

¹² Dedicated Acres 640.0	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
--	-------------------------------	----------------------------------	-------------------------

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



Distances/areas relative to NAD 83 Combined Scale Factor: 0.9997856 Convergence Angle: 00°22'27.180012"

Horizontal Spacing Unit

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

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

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-48755	² Pool Code 98177	³ Pool Name WC-025 G-09 S223332A; UPR WOLFCAMP
⁴ Property Code 330703	⁵ Property Name SENILE FELINES 18_7 STATE COM	⁶ Well Number 35H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3632'

¹⁰ Surface Location

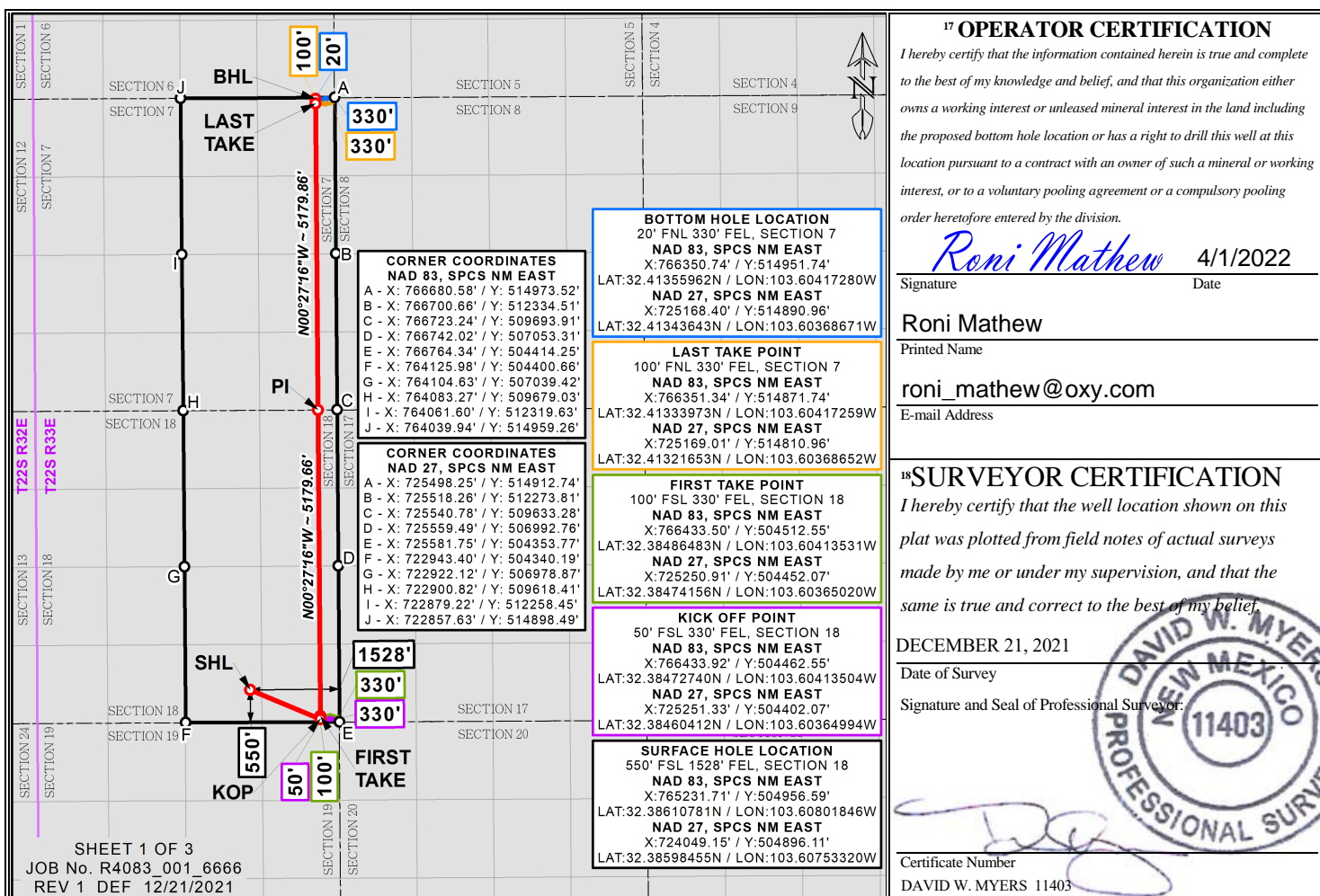
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	18	22S	33E		550	SOUTH	1528	EAST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	7	22S	33E		20	NORTH	330	EAST	LEA

¹² Dedicated Acres 640.0	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
--	-------------------------------	----------------------------------	-------------------------

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



USPS Tracking[®]

Tracking / FAQs >

Track Another Package +

Track Packages
Anytime, Anywhere

Get the free Informed Delivery[®] feature to receive automated notifications on your packages

Learn More

Tracking Number: 9414811898765879267633

Remove X

Your item was picked up at a postal facility at 5:51 am on May 26, 2022 in SANTA FE, NM 87501.

USPS Tracking Plus[®] Available ✓

Status

✓ Delivered, Individual Picked Up at Postal Facility

May 26, 2022 at 5:51 am
SANTA FE, NM 87501

Get Updates ✓

Senile Felines/Avogato CTB
Oil Commingle
SLO Submittal Confirmation

USPS Tracking[®]

Tracking / FAQs >

Track Another Package +

Track Packages
Anytime, Anywhere

Get the free Informed Delivery[®] feature to receive automated notifications on your packages

Learn More

Tracking Number: 9414811898765841959986

Remove X

Your item was picked up at a postal facility at 6:32 am on May 23, 2022 in SANTA FE, NM 87501.

USPS Tracking Plus[®] Available ✓

Status

✓ Delivered, Individual Picked Up at Postal Facility

May 23, 2022 at 6:32 am
SANTA FE, NM 87501

Get Updates ✓

Delivered

Senile Felines/Avogato CTB
Gas Commingle
SLO Submittal Confirmation

**NM State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**

Revised December 2021

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

API #: 30-0 25 - 48749

STATE OF NEW MEXICO)
ss) Well Name: Senile Felines 18_7 State Com #25H

COUNTY OF LEA)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) April 20, 2022 by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Bone Spring formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

ONLINE
version
December 9, 2021

State/State

1

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

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

Subdivisions: E/2

7 and 18 Of Sect(s) 7 and 18 Twp: 22S Rng: 33E NMPM Lea County, NM

Containing 640 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

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

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: OXY USA INC.

OPERATOR: OXY USA INC.

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

(Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
County of _____)

This instrument was acknowledged before me on _____ Date

By _____
Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Texas _____)
County of Harris _____)

This instrument was acknowledged before me on _____ Date : _____

By: _____
Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Lease # and Lessee of Record: V0- 4617-0002 OXY USA INC.

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

(Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Texas)
County of Harris)

This instrument was acknowledged before me on _____

Date: _____

By: _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Lease # and Lessee of Record: V0- 4780-0004 OXY USA INC.

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

(Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
County of _____)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Texas _____)
County of Harris _____)

This instrument was acknowledged before me on

Date: _____

By: _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated April 20, 2022
by and between OXY USA INC., (Operator) OXY US INC.,

_____,
_____, (Record Title Holders/Lessees of Record) covering
the Subdivisions : E/2

Sect(s): 7 and 18, Twnshp: 22 South, Rnge: 33 East, NMPM Lea County, NM
Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if
applicable)

OPERATOR of Communitized Area: OXY USA INC.

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

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

Lessee of Record: OXY USA INC.

Serial No. of Lease: V0-4617-0002

Date of Lease: 4/1/1995

Description of Lands Committed:

Subdivisions: E/2

Sect(s): 7 Twnshp: 22S, Rng: 33E NMPM Lea County, NM

No. of Acres: 320

TRACT NO. 2

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

Lessee of Record: OXY USA INC.

Serial No. of Lease: V0-4780-0004

Date of Lease: 8/18/1970

Description of Lands Committed:

Subdivisions: E/2

Sect(s): 18 Twnshp: 22S Rng: 33E NMPM Lea County, NM

No. of Acres: 320

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	<u>320</u>	<u>50%</u>
No. 2	<u>320</u>	<u>50%</u>
TOTALS	<u>640</u>	<u>100%</u>

**STATE/STATE OR
STATE/FEE**
Revised December 2021

ONLINE Version

API #: 30-0 25 - 48754

COUNTY OF LEA

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Wolfcamp formation or pool as defined by the NMOCDD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

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

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

Subdivisions: E/2

Of Sect(s): 7 and 18 Twp: 22S ___ Rng: 33E ___ NMPM ___ Lea ___ County, NM

Containing 640 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

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

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: OXY USA INC.

OPERATOR: OXY USA INC.

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

(Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
County of _____)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Texas _____)
County of Harris _____)

This instrument was acknowledged before me on

Date : _____

By: _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

(Signature of Authorized Agent)

Lease # and Lessee of Record: V0- 4780-0004 OXY USA INC.

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

(Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

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

This instrument was acknowledged before me on _____

Date: _____

By: _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated April 20, 2022
by and between OXY USA INC., (Operator) OXY US INC.,

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

the Subdivisions : E/2

Sect(s): 7 and 18, Twnshp 22 South, Rnge: 33 East, NMPM Lea County, NM

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

OPERATOR of Communitized Area: OXY USA INC.

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

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

Lessee of Record: OXY USA INC.

Serial No. of Lease: V0-4617-0002 Date of Lease: 4/1/1995

Description of Lands Committed:

Subdivisions: E/2

Sect(s): 7 Twnshp: 22S, Rng: 33E NMPM Lea County, NM

No. of Acres: 320

TRACT NO. 2

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

Lessee of Record: OXY USA INC.

Serial No. of Lease: V0-4780-0004 Date of Lease: 8/18/1970

Description of Lands Committed:

Subdivisions: E/2

Sect(s): 18 Twnshp: 22S Rng: 33E NMPM Lea County, NM

No. of Acres: 320

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	<u>320</u>	<u>50%</u>
No. 2	<u>320</u>	<u>50%</u>
TOTALS	<u>640</u>	<u>100%</u>

Revised December 2021

ONLINE Version

API #: 30-0 25 - 48746

COUNTY OF LEA

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

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

Subdivisions: Lots 1-4, E/2W/2

7 Of Sect(s) and 18 Twp: 22S ___ Rng: 33E ___ NMPM ___ Lea ___ County, NM

Containing 611.84 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

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

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: OXY USA INC.

OPERATOR: OXY USA INC.

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

(Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Texas)
County of Harris)

This instrument was acknowledged before me on _____

Date : _____

By: _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

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

(Signature of Authorized Agent)

State of)
County of)
SS)

Date _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

State of Texas)
County of Harris)
SS)

Date: _____

By: _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

(Signature of Authorized Agent)

My commission expires: _____

My commission expires: _____

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated April 20, 2022
by and between OXY USA INC., (Operator) OXY USA INC.,

_____, (Record Title Holders/Lessees of Record) covering
the Subdivisions : Lots 1-4, E/2W/2

Sect(s): 7 and 18, Twnshp 22 South, Rnge: 33 East, NMPM Lea County, NM
Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if
applicable)

OPERATOR of Communitized Area: OXY USA INC.

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

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

Lessee of Record: OXY USA INC.

Serial No. of Lease: V0-4617-0002 Date of Lease: 4/1/1995

Description of Lands Committed:

Subdivisions: Lots 1-4, E/2W/2

Sect(s): 7 Twnshp: 22S, Rng: 33E NMPM Lea County, NM

No. of Acres: 305.64

TRACT NO. 2

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

Lessee of Record: OXY USA INC.

Serial No. of Lease: V0-4780-0004 Date of Lease: 8/18/1970

Description of Lands Committed:

Subdivisions: Lots 1-4, E/2W/2

Sect(s): 18 Twnshp: 22S Rng: 33E NMPM Lea County, NM

No. of Acres: 306.20

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	<u>305.64</u>	<u>50%</u>
No. 2	<u>306.20</u>	<u>50%</u>
TOTALS	<u>611.84</u>	<u>100%</u>

Revised December 2021

ONLINE Version

API #: 30-0 25 - 48756

COUNTY OF LEA

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

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

Subdivisions: Lots 1-4, E/2W/2

7 Of Sect(s) and 18 Twp: 22S Rng: 33E NMPM Lea County, NM

Containing 611.84 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

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

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: OXY USA INC.

OPERATOR: OXY USA INC.

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

(Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Texas)
County of Harris)

This instrument was acknowledged before me on _____

Date : _____

By: _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Lease # and Lessee of Record: V0- 4617-0002 OXY USA INC.

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

_____(Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
 County of _____)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

 Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Texas)
 County of Harris)

This instrument was acknowledged before me on

Date: _____

By: _____

Name(s) of Person(s)

(Seal)

 Signature of Notarial Officer

My commission expires: _____

Lease # and Lessee of Record: V0- 4780-0004 OXY USA INC.

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

_____(Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
County of _____)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Texas)
County of Harris)

This instrument was acknowledged before me on

Date: _____

By: _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated April 20, 20 22
by and between OXY USA INC., (Operator) OXY USA INC.,

_____, (Record Title Holders/Lessees of Record) covering
the Subdivisions : Lots 1-4, E/2W/2

Sect(s): 7 and 18, Twnshp 22 South, Rnge: 33 East, NMPM Lea County, NM
Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if
applicable)

OPERATOR of Communitized Area: OXY USA INC.

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

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

Lessee of Record: OXY USA INC.

Serial No. of Lease: V0-4617-0002 Date of Lease: 4/1/1995

Description of Lands Committed:

Subdivisions: Lots 1-4, E/2W/2

Sect(s): 7 Twnshp: 22S, Rng: 33E NMPM Lea County, NM

No. of Acres: 305.64

TRACT NO. 2

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

Lessee of Record: OXY USA INC.

Serial No. of Lease: V0-4780-0004 Date of Lease: 8/18/1970

Description of Lands Committed:

Subdivisions: Lots 1-4, E/2W/2

Sect(s): 18 Twnshp: 22S Rng: 33E NMPM Lea County, NM

No. of Acres: 306.20

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	<u>305.64</u>	<u>50%</u>
No. 2	<u>306.20</u>	<u>50%</u>
TOTALS	<u>611.84</u>	<u>100%</u>

Revised December 2021

ONLINE Version

API #: 30-0 25 - 48748

COUNTY OF LEA

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

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

Subdivisions: W/2E/2 and E/2W/2

7 and 18 Of Sect(s): 22S Twp: 33E Rng: NMPM Lea County, NM

Containing 640 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. OXY USA INC. shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by OXY USA INC..
5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.
6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.
7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.
8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.
9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: OXY USA INC.

OPERATOR: OXY USA INC.

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

(Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
County of _____)
SS)

This instrument was acknowledged before me on _____ Date

By _____
Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Texas _____)
County of Harris _____)
SS)

This instrument was acknowledged before me on _____ Date : _____

By: _____
Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Lease # and Lessee of Record: V0- 4617-0002 OXY USA INC.

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

(Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
County of _____)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of _____)
County of _____)

This instrument was acknowledged before me on

Date: _____

By: _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Lease # and Lessee of Record: V0- 4780-0004 OXY USA INC.

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

(Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

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

This instrument was acknowledged before me on _____

Date: _____

By: _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated April 20, 2022
by and between OXY USA INC., (Operator) OXY USA INC.,

_____, (Record Title Holders/Lessees of Record) covering
the Subdivisions : W/2E/2, E/2W/2

Sect(s): 7 and 18, Twnshp 22 South, Rnge: 33 East, NMPM Lea County, NM
Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if
applicable)

OPERATOR of Communitized Area: OXY USA INC.

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

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

Lessee of Record: OXY USA INC.

Serial No. of Lease: V0-4617-0002

Date of Lease: 4/1/1995

Description of Lands Committed:

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

Sect(s): 7 Twnshp: 22S, Rng: 33E NMPM Lea County, NM

No. of Acres: 320

TRACT NO. 2

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

Lessee of Record: OXY USA INC.

Serial No. of Lease: V0-4780-0004

Date of Lease: 8/18/1970

Description of Lands Committed:

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

Sect(s): 18 Twnshp: 22S Rng: 33E NMPM Lea County, NM
No. of Acres: 320

RECAPITULATION

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100%)
No. 1	<u>320</u>	<u>50%</u>
No. 2	<u>320</u>	<u>50%</u>
TOTALS	<u>640</u>	<u>100%</u>

**STATE/STATE OR
STATE/FEE**
Revised December 2021

ONLINE Version

API #: 30-0 25 - 48758

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1st production) April 20, 2022 by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto":

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Wolfcamp formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

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

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

Subdivisions: W/2E/2 and E/2W/2

7 and 18 Of Sect(s) 22S Twp: 33E Rng: NMPM Lea County, NM

Containing 640 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

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

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: OXY USA INC.

OPERATOR: OXY USA INC.

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

[Signature] (Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of _____)
 County of _____)

This instrument was acknowledged before me on _____

Date

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

State of Texas)
 County of Harris)

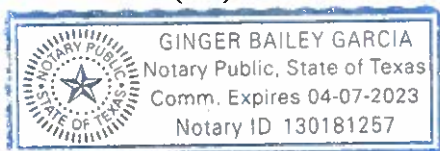
This instrument was acknowledged before me on May 25, 2022 Date

By: James Laning, Attorney-in-Fact of Oxy USA Inc., a
Delaware corporation, on behalf of said corporation.

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer



My commission expires: 4/7/2023

OXY USA INC.

POWER OF ATTORNEY
Effective Date: October 11, 2021

The undersigned, OXY USA INC., a Delaware corporation ("Company"), hereby constitutes and appoints each of Robbie Abraham, Jeff Alvarez, Lauren E. Anderson, Michael Avery, Peter J. Bennett, Nicholas J. Bouterie, Gary W. Carlisle, Babatunde Cole, Douglas Conquest, Matthew C. Cotter, Anthony M. D'Addieco, Austin H. Danford, Bradley S. Dusek, Reid G. Elliott, Saamir Elshihabi, Cody S. Travers, Mark W. Grommesh, Taylor Hall, James G. Hardin, Gerald T. Herrington, Jean Hinton, William C. Irons, India Isbell, Richard A. Jackson, Thomas A. Janiszewski, Don C. Jobe III, Colleen M. Kennedy, Rhett D. LaFleur, James Laning, Tiffany L. McGuire, Kimberly Mendoza-Cooke, Cory Miller, Kelley A. Montgomery, Brian K. Owens, Corey Payne, Danielle Piernot, Andrew R. Poole, Larry O. Sammons, Jason Sevin, John V. Schneider, Ryan Sims, Tyler Sooby, Susan P. Swank, Melanie White, Scott Winter, Samantha Wiselogle, David J. Woest, acting individually, as a true and lawful Attorney-in-Fact of the Company (collectively, the "Attorneys-in-Fact"), for it and in its name, place and stead, to take the actions described below, on behalf and for the exclusive benefit of the Company:

- (1) Execute, acknowledge and deliver any agreements pooling royalty on any or all minerals of this Company under oil, gas and/or other mineral leases with royalty on any or all minerals under oil, gas and/or other mineral leases of third parties;
- (2) Execute, acknowledge and deliver any agreements pooling oil, gas and/or other mineral leases and the rights thereunder of this Company with oil, gas and/or other mineral leases or minerals and rights thereunder of third parties;
- (3) Execute, acknowledge and deliver any agreements providing for the joint or unit development of oil, gas and/or other mineral leases or minerals of this Company with oil, gas and/or other mineral leases or minerals of third parties;
- (4) Execute, acknowledge and deliver any agreements pooling unleased interests in minerals of this Company with unleased mineral rights and/or rights in oil, gas and/or other mineral leases of third parties;
- (5) Execute, acknowledge and deliver any agreements pledging contributions to third parties in connection with the drilling of wells;
- (6) Execute, acknowledge and deliver any agreements subordinating oil, gas and/or other mineral leases or minerals and the rights thereunder of this Company to the rights of third parties;

- (7) Execute, acknowledge and deliver any agreements for the purchase, or exchange, of minerals or oil, gas and/or other mineral leases or interests in minerals or oil, gas and/or other mineral leases and assignments, leases or deeds pursuant thereto;
- (8) Execute, acknowledge and deliver any agreements for the sale, lease or assignment of minerals and/or oil, gas and/or other mineral leases and the necessary instruments pursuant thereto;
- (9) Execute, acknowledge and deliver any agreements for the renting, leasing, licensing, permitting, purchase and/or sale of real property and/or personal property and the necessary instruments pursuant thereto;
- (10) Execute, acknowledge and deliver any division orders and transfer orders covering sale of oil, gas and/or other minerals;
- (11) Execute, acknowledge and deliver any agreements for geological and geophysical exploration work and any other agreements for test well drilling, and any and all other agreements of a functional nature pertaining to the acquisition, exploration, testing, development, and operation of oil, gas and/or other mineral properties;
- (12) Execute, acknowledge and deliver any easements, rights-of-way, servitudes, licenses and permits on lands owned by this Company;
- (13) Execute, acknowledge and deliver any oil, gas and/or other mineral leases on fee lands and on mineral rights in lands of this Company wherever situated;
- (14) Execute, acknowledge and deliver any oil, gas and/or other mineral leases on lands of members of any Tribe of Indians and/or lands of Natives, on mineral interests of any Indian Tribe and/or Native corporation, company, or organization, on public lands and other lands of the United States of America wherever situated, on public lands and other lands of any State and of any subdivision of any State wherever situated, in which this Company is lessee;
- (15) Execute, acknowledge and deliver any oil, gas and/or other mineral leases on any land or mineral interest regardless of ownership wherever situated, in which this Company is lessee;
- (16) Execute, acknowledge and deliver any agreements for the sale of mineral producing properties, oil, gas and/or other mineral leases, and other mineral interests owned by this Company;
- (17) Execute, acknowledge and deliver any assignments, transfers, conveyances, deeds, oil, gas and/or other mineral leases, bills of sale and other instruments in connection with sales of leases, wells and related facilities and/or installations, together with personal property in, on and/or serving the properties sold;

- (18) Execute, acknowledge and deliver any bids, applications and filings for oil, gas and/or other mineral leases on lands of the United States of America and any State owned lands, including such lands embraced within the area called "the Outer Continental Shelf", on lands of any Indian Tribe, on lands of any Native corporation, company or organization;
- (19) Execute, acknowledge and deliver any leases of the surface of lands wherever situated of this Company for agricultural grazing and other purposes;
- (20) Execute, acknowledge and deliver any subleases of rights under surface leases and under oil, gas and/or other mineral leases of this Company;
- (21) Execute, acknowledge and deliver any releases and surrenders of leases, oil, gas and/or other mineral leases and easements in real estate wherever situated;
- (22) Execute, acknowledge and deliver any agreements for consulting services and/or other personal services;
- (23) Execute, acknowledge and deliver any saltwater disposal agreements and right-of-way agreements and agreements for construction of facilities necessary for the functional operation thereof;
- (24) Execute, acknowledge and deliver any development contracts, unit agreements and other agreements relating thereto with the federal, state and local governments and the various departments, agencies and branches thereof;
- (25) Execute, acknowledge and deliver any assignments and/or partial assignments of oil, gas and/or other mineral leases covering federal, state or other lands;
- (26) Execute, acknowledge and deliver any assignments of operating rights and designations of operator under oil, gas and/or other mineral leases covering federal, state or other lands;
- (27) Execute, acknowledge and deliver any indemnity agreements; settlement agreements; bonds and security agreements; farmout and farmin agreements; dry and/or bottom hole contribution agreements; drilling contracts; alliance agreements; pipeline/plant/facility construction, installation, operation and/or service agreements; participation agreements; exploration agreements; broker agreements; surface, mineral and royalty deeds; instruments pertaining to overriding royalty interests; wellbore assignments; term assignments; labor and employment contracts; affidavits; unitization agreements; joint operating agreements; area of mutual interest agreements;
- (28) Execute, acknowledge and deliver any and all other agreements and instruments related or pertaining to the oil, gas and mineral exploration and production business of this Company; and

- (29) Execute, acknowledge and deliver any amendments, modifications, supplements, releases, renewals, extensions, cancellations, assignments and transfers of and pertaining to any of the instruments herein set forth.

Said Attorneys-in-Fact are hereby granted full and complete power and authority to execute, acknowledge and deliver such other documents and instruments and to do such things and perform such acts as may be necessary or convenient in connection with the foregoing.

The Company hereby declares that each and every act, matter and thing which shall be given, made and done by the said Attorneys-in-Fact in connection with the exercise of any or all of the aforesaid powers shall be as good, valid and effectual for all intents and purposes as if the same has been given, made and done by the Company, in its corporate presence, and the Company hereby approves, ratifies and confirms whatsoever said Attorneys-in-Fact, or any of them, shall lawfully do or cause to be done within the authority conferred by the foregoing powers as the authorized acts and deeds of the Company.

This Power of Attorney, shall be effective as of the Effective Date provided above and shall remain in full force and effect until duly revoked, in whole or in part, by the Company.


[signature page follows]

IN WITNESS WHEREOF, the Company has executed this Power of Attorney as of the date first written above.

OXY USA INC.

By: 
Name: Gina Karathanos
Title: Assistant Secretary

Lease # and Lessee of Record: V0- 4617-0002 OXY USA INC.BY: James Laning, Attorney-in-Fact (Name and Title of Authorized Agent)

 (Signature of Authorized Agent) **AD**

Acknowledgment in an Individual Capacity

State of _____)
) SS)
 County of _____)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

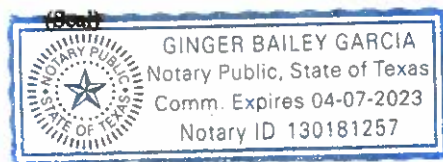
Acknowledgment in an Representative Capacity

State of _____)
) SS)
 County of _____)

This instrument was acknowledged before me on May 25, 2022 DateBy: James Laning, Attorney-in-Fact of Oxy USA Inc., a Delaware Corporation, on behalf of said corporation.

Name(s) of Person(s)


 Signature of Notarial Officer

My commission expires: 4/7/2023

Lease # and Lessee of Record: L0- 4780-0004 OXY USA INC.BY: James Laning, Attorney-in-Fact (Name and Title of Authorized Agent)

(Signature of Authorized Agent)

Acknowledgment in an Individual Capacity

State of)

SS)

County of)

This instrument was acknowledged before me on

Date

By

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in an Representative Capacity

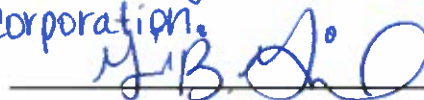
State of Texas)

SS)

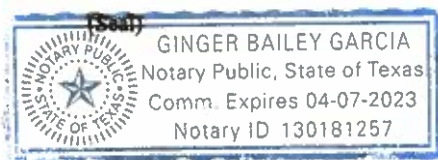
County of Harris)

This instrument was acknowledged before me on May 25, 2022 DateBy: James Laning, Attorney-in-Fact of Oxy USA Inc., a Delaware Corporation, on behalf of said corporation.

Name(s) of Person(s)



Signature of Notarial Officer

My commission expires: 4/7/2023ONLINE
version
December 9, 2021

State/State

6

EXHIBIT A

Attached to and made a part of that Communitization Agreement dated April 20, 2022
by and between OXY USA INC., (Operator) OXY USA INC.,
_____, _____,
_____, (Record Title Holders/Lessees of Record) covering
the Subdivisions : W/2E/2, E/2W/2

Sect(s): 7 and 18, Twnshp 22 South, Rnge: 33 East, NMPM Lea County, NM
Limited in depth from _____ ft to _____ ft. (enter here what is granted in pooling order if
applicable)

OPERATOR of Communitized Area: OXY USA INC.

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

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

Lessee of Record: OXY USA INC.

Serial No. of Lease: V0-4617-0002 Date of Lease: 4/1/1995

Description of Lands Committed:

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

Sect(s): 7 Twnshp: 22S, Rng: 33E NMPM Lea County, NM

No. of Acres: 320

TRACT NO. 2

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

Lessee of Record: OXY USA INC.

Serial No. of Lease: L0-4780-0004 Date of Lease: 8/18/1970

Description of Lands Committed:

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

Sect(s): 18 Twnshp: 22S Rng: 33E NMPM Lea County, NMNo. of Acres: 320**RECAPITULATION**

Tract number	Number of Acres Committed	Percentage of Interest In Communitized Area (Must equal 100 %)
No. 1	<u>320</u>	<u>50%</u>
No. 2	<u>320</u>	<u>50%</u>
TOTALS	<u>640</u>	<u>100%</u>

From: [Engineer, OCD, EMNRD](#)
To: [Musallam, Sandra C](#); [Schenkel, Beth V](#)
Cc: [McClure, Dean, EMNRD](#); [Kautz, Paul, EMNRD](#); [Wrinkle, Justin, EMNRD](#); [Powell, Brandon, EMNRD](#); lisa@rwbyram.com; [Dawson, Scott](#)
Subject: Approved Administrative Order PLC-596-D
Date: Thursday, June 16, 2022 3:31:58 PM
Attachments: [PLC596D Order.pdf](#)

NMOCD has issued Administrative Order PLC-596-D which authorizes Oxy USA, Inc. (16696) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool Code
30-025-45927	Avogato 30 31 State Com #32H	W/2	30-22S-33E	51683
		W/2	31-22S-33E	
30-025-45956	Avogato 30 31 State Com #11H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	
30-025-45957	Avogato 30 31 State Com #12H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	
30-025-45958	Avogato 30 31 State Com #13H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	
30-025-45959	Avogato 30 31 State Com #14H	E/2	30-22S-33E	51687
		E/2	31-22S-33E	
30-025-45924	Avogato 30 31 State Com #21H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	
30-025-45925	Avogato 30 31 State Com #22H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	
30-025-45926	Avogato 30 31 State Com #23H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	
30-025-45960	Avogato 30 31 State Com #24H	E/2	30-22S-33E	51687
		E/2	31-22S-33E	
30-025-45961	Avogato 30 31 State Com #25H	E/2	30-22S-33E	51687
		E/2	31-22S-33E	
30-025-45929	Avogato 30 31 State Com #31H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	
30-025-45928	Avogato 30 31 State Com #33H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	
30-025-45930	Avogato 30 31 State Com #34H	E/2	30-22S-33E	51687
		E/2	31-22S-33E	
30-025-45923	Avogato 30 31 State Com #4H	E/2	30-22S-33E	51687
		E/2	31-22S-33E	
30-025-45964	Avogato 30 31 State Com #74H	E/2	30-22S-33E	51687
		E/2	31-22S-33E	
30-025-45931	Avogato 30 31 State Com #35H	E/2	30-22S-33E	98177
		E/2	31-22S-33E	
30-025-44193	Red Tank 30 31 State Com #14H	E/2 E/2	30-22S-33E	51687
		E/2 E/2	31-22S-33E	
30-025-44161	Red Tank 30 31 State Com #24Y	E/2 E/2	30-22S-33E	51687
		E/2 E/2	31-22S-33E	
30-025-44063	Red Tank 30 31 State Com #34H	E/2 E/2	30-22S-33E	51687
		E/2 E/2	31-22S-33E	
30-025-41885	Red Tank 31 State #5H	N/2 N/2	31-22S-33E	51687

30-025-48745	Senile Felines 18 7 State Com #21H	W/2 W/2	7-22S-33E 18-22S-33E	51687
30-025-48746	Senile Felines 18 7 State Com #22H	W/2 W/2	7-22S-33E 18-22S-33E	51687
30-025-48747	Senile Felines 18 7 State Com #23H	W/2 W/2	7-22S-33E 18-22S-33E	51687
30-025-48756	Senile Felines 18 7 State Com #311H	W/2 W/2	7-22S-33E 18-22S-33E	98177
30-025-48751	Senile Felines 18 7 State Com #31H	W/2 W/2	7-22S-33E 18-22S-33E	98177
30-025-48752	Senile Felines 18 7 State Com #32H	W/2 W/2	7-22S-33E 18-22S-33E	98177
30-025-48748	Senile Felines 18 7 State Com #24H	B C F G J K N O B C F G J K N O	7-22S-33E 18-22S-33E	51687
30-025-48758	Senile Felines 18 7 State Com #312H	B C F G J K N O B C F G J K N O	7-22S-33E 18-22S-33E	98177
30-025-48749	Senile Felines 18 7 State Com #25H	E/2 E/2	7-22S-33E 18-22S-33E	51687
30-025-48750	Senile Felines 18 7 State Com #26H	E/2 E/2	7-22S-33E 18-22S-33E	51687
30-025-48754	Senile Felines 18 7 State Com #34H	E/2 E/2	7-22S-33E 18-22S-33E	98177
30-025-48755	Senile Felines 18 7 State Com #35H	E/2 E/2	7-22S-33E 18-22S-33E	98177
30-025-48757	Senile Felines 18 7 State Com #313H	E/2 E/2	7-22S-33E 18-22S-33E	98177

The administrative order is attached to this email and can also be found online at OCD Imaging.

Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.

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

From: [Musallam, Sandra C](#)
To: [McClure, Dean, EMNRD](#)
Cc: [Schenkel, Beth V](#); [Mathew, Roni](#); [Delach, Amber T](#)
Subject: [EXTERNAL] RE: RE: application to amend PLC-596-C
Date: Friday, June 10, 2022 11:02:37 AM
Attachments: [image001.png](#)
[Avogato30_31StateCom32H_C103_NOI_Pool_Submitted6.10.22.pdf](#)

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

Hello Dean,

A C-103 sundry requesting a pool change for Avogato 32H to be updated to Red Tank BS East (51687) has been filed (attached). OCD submission ID# is 115790.

The Comm Agreements list the generic formation, so 32H will remain in PUN 1380825.

Thank you,

Sandra Musallam
Regulatory Engineer – Compliance Lead
713-366-5106 (office)
713-504-8577 (cell)

From: McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Sent: Friday, June 10, 2022 11:46 AM
To: Musallam, Sandra C Sandra_Musallam@oxy.com
Cc: Schenkel, Beth V Beth_Schenkel@oxy.com; Mathew, Roni Roni_Mathew@oxy.com; Delach, Amber T <Amber_Delach@oxy.com>
Subject: RE: [EXTERNAL] RE: application to amend PLC-596-C

**WARNING - This message is from an EXTERNAL SENDER - be CAUTIOUS,
particularly with links and attachments.**

Sandra,

Do you have an update regarding the Avogato 32H? I think the primary question at this point is whether it will remain reporting allocation to PUN 1380825 after its pool is updated to 51687 or if it will be updated to allocate to PUN 1378301. That is unless there is something about this well which may not have been immediately clear to our District Geologist when he reviewed the well last week and determined that it is producing from pool 51687.

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

From: Musallam, Sandra C <Sandra_Musallam@oxy.com>
Sent: Tuesday, June 7, 2022 8:37 PM
To: McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Cc: Schenkel, Beth V <Beth_Schenkel@oxy.com>; Mathew, Roni <Roni_Mathew@oxy.com>; Delach, Amber

T <Amber_Delach@oxy.com>

Subject: [EXTERNAL] RE: application to amend PLC-596-C

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

Hello Dean,

Per our conversation, below are the updates on Avogato 32H and Senile Felines 25H pools.

Avogato 32H – we will confirm pool (Bone Spring or Bone Spring East) with Amber when she returns early next week.

Senile Felines 25H – an amended APD was received by NMOCD on 4/13/2022 with updated C-102 with Red Tank, Bone Spring, East (51687). It appears that NMOCD will need to update the pool to Red Tank, BS East.

Thanks!

Received by OCD: 4/13/2022 11:18:59 AM

Page 2 of 32

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

District II
811 S. First St., Artesia, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-9720

District III
1090 Rio Brazos Road, Artesia, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170

District IV
1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

☒ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-48749		² Pool Code 51687		³ Pool Name RED TANK; BONE SPRING, EAST	
⁴ Property Code 330703		⁵ Property Name SENILE FELINES 18 7 STATE COM			⁶ Well Number 25H
⁷ OGRID No. 16696		⁸ Operator Name OXY USA INC.			⁹ Elevation 3633'

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Ida	Feet from the	North/South line	Feet from the	East/West line	County
O	18	22S	33E		341	SOUTH	1590	EAST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Ida	Feet from the	North/South line	Feet from the	East/West line	County
B	7	22S	33E		20	NORTH	1540	EAST	LEA

¹² Dedicated Acres 640.0	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
--	-------------------------------	----------------------------------	-------------------------

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

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

Signature: *Roni Mathew* Date: 4/1/2022

Printed Name: Roni Mathew

E-mail Address: roni_mathew@oxy.com

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

Date of Survey: FEBRUARY 10, 2022

Signature and Seal of Professional Surveyor: *David W. Myers*

Certificate Number: DAVID W. MYERS 11403

CORNER COORDINATES
NAD 83, SPCS NM EAST
A - X: 766680.58' / Y: 514973.52'
B - X: 766700.86' / Y: 512334.51'
C - X: 766723.24' / Y: 509693.91'
D - X: 766742.02' / Y: 507053.31'
E - X: 766764.34' / Y: 504414.25'
F - X: 764125.80' / Y: 504400.66'
G - X: 764104.63' / Y: 507039.42'
H - X: 764083.27' / Y: 509679.03'
I - X: 764061.60' / Y: 512319.63'
J - X: 764039.94' / Y: 514899.26'

FIRST TAKE POINT
100' FSL 1540' FEL, SECTION 18
NAD 83, SPCS NM EAST
X: 765161.36' / Y: 514865.21'
LAT: 32.41334440N / LON: 103.60809344W
NAD 27, SPCS NM EAST
X: 723958.43' / Y: 514884.43'
LAT: 32.41344112N / LON: 103.60760745W

KICK OFF POINT
50' FSL 1540' FEL, SECTION 18
NAD 83, SPCS NM EAST
X: 765223.93' / Y: 504456.32'
LAT: 32.38473288N / LON: 103.60805496W
NAD 27, SPCS NM EAST
X: 724040.93' / Y: 504445.84'
LAT: 32.38474706N / LON: 103.60756972W

SURFACE HOLE LOCATION
341' FSL 1590' FEL, SECTION 18
NAD 83, SPCS NM EAST
X: 765171.71' / Y: 504748.59'
LAT: 32.38553172N / LON: 103.60821743W
NAD 27, SPCS NM EAST
X: 723689.14' / Y: 504686.11'
LAT: 32.38540846N / LON: 103.60773218W

SHEET 1 OF 3
JOB No. R4083_001_6996
REV 2 DEF 2/10/2022

Distances/areas relative to NAD 83 Combined Scale Factor: 0.9997856 Convergence Angle: 00°22'27.180012"

Horizontal Spacing Unit

Released to Imaging: 4/20/2022 3:38:07 PM

Sandra Musallam
Regulatory Engineer – Compliance Lead
713-366-5106 (office)
713-504-8577 (cell)

From: McClure, Dean, EMNRD <Dean.McClure@state.nm.us>

Sent: Friday, June 3, 2022 8:13 AM
To: Musallam, Sandra C <Sandra_Musallam@oxy.com>
Cc: Schenkel, Beth V <Beth_Schenkel@oxy.com>
Subject: [EXTERNAL] application to amend PLC-596-C

**WARNING - This message is from an EXTERNAL SENDER - be CAUTIOUS,
particularly with links and attachments.**

Sandra,

Is it correct that Oxy wishes to withdraw their application to amend PLC-596-C submitted under Action ID: 102774 and replace it with the application submitted under Action ID: 108077?

It looks like reference was made to Action ID: 102774 within the notice letter sent for Action ID: 108077, but I am unsure if there is any dependency upon Action ID: 102774.

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

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

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

ORDER NO. PLC-596-D

ORDER

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

FINDINGS OF FACT

1. Oxy USA, Inc. (“Applicant”) submitted a complete application to surface commingle the oil production from the pools, leases, and wells identified in Exhibit A (“Application”).
2. Applicant proposed a method to allocate the oil production to the pools, leases, and wells to be commingled.
3. To the extent that ownership is identical, Applicant submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7.B. NMAC.
4. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the oil production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
5. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
6. Applicant certified the commingling of oil production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil production to less than if it had remained segregated.
7. Applicant in the notice for the Application stated that it sought authorization to add additional pools, leases, and wells and identified the parameters to make such additions.
8. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil production from wells which have not yet been approved to be drilled, but will produce from a pool and lease identified in Exhibit A.
9. Applicant submitted or intends to submit one or more proposed communitization agreement(s) (“Proposed Agreement(s)”) to the BLM or NMSLO, as applicable, identifying the acreage of each lease to be consolidated into a single pooled area (“Pooled Area”), as described in Exhibit B.

CONCLUSIONS OF LAW

10. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.
11. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10.A.(2) NMAC, 19.15.12.10.C.(4)(c) NMAC, and 19.15.12.10.C.(4)(e) NMAC, as applicable.
12. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9.A.(5) NMAC and 19.15.23.9.A.(6) NMAC, as applicable.
13. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10.B.(1) NMAC or 19.15.12.10.C.(1) NMAC, as applicable.
14. Commingling of oil production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10.B.(3) NMAC and 19.15.12.10.C.(4)(h) NMAC.
15. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10.C.(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
16. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

ORDER

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

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

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

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

2. This Order supersedes Order PLC-596-C.
3. For each Pooled Area described in Exhibit B, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

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

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

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

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

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

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

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

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

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

6. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
7. Applicant shall calibrate the meters used to measure or allocate oil production in accordance with 19.15.12.10.C.(2) NMAC.
8. If the commingling of oil production from any pool, lease, or well reduces the value of the commingled oil production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
9. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10.C.(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
10. If a well is not included in Exhibit A but produces from a pool or lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil production to it, and the location(s) that commingling of its production will occur.

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

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



**ADRIENNE E. SANDOVAL
DIRECTOR**

DATE: 6/16/2022

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **PLC-596-D**
Operator: **Oxy USA, Inc. (16696)**
Central Tank Battery: **Avogato 30 31 State Battery**
Central Tank Battery Location: **Unit A, Section 30, Township 22 South, Range 33 East**
Gas Title Transfer Meter Location:

Pools

Pool Name	Pool Code
RED TANK; BONE SPRING, EAST	51687
WC-025 G-09 S223332A; UPR WOLFCAMP	98177

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Bone Spring NMSLO 1366786	E/2 E/2	30-22S-33E
	E/2 E/2	31-22S-33E
CA Bone Spring NMSLO 1378315	E/2	30-22S-33E
	E/2	31-22S-33E
CA Wolfcamp NMSLO 1378881	E/2	30-22S-33E
	E/2	31-22S-33E
CA Bone Spring NMSLO 1378301	W/2	30-22S-33E
	W/2	31-22S-33E
CA Bone Spring NMSLO 1380825	W/2	30-22S-33E
	W/2	31-22S-33E
VO 35272	N/2 N/2	31-22S-33E
VO 46170002	All	7-22S-33E
LO 47800004	All	18-22S-33E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-45927	Avogato 30 31 State Com #32H	W/2	30-22S-33E	51683
		W/2	31-22S-33E	
30-025-45956	Avogato 30 31 State Com #11H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	
30-025-45957	Avogato 30 31 State Com #12H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	
30-025-45958	Avogato 30 31 State Com #13H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	
30-025-45959	Avogato 30 31 State Com #14H	E/2	30-22S-33E	51687
		E/2	31-22S-33E	
30-025-45924	Avogato 30 31 State Com #21H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	
30-025-45925	Avogato 30 31 State Com #22H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	

30-025-45926	Avogato 30 31 State Com #23H	W/2 W/2	30-22S-33E 31-22S-33E	51687
30-025-45960	Avogato 30 31 State Com #24H	E/2 E/2	30-22S-33E 31-22S-33E	51687
30-025-45961	Avogato 30 31 State Com #25H	E/2 E/2	30-22S-33E 31-22S-33E	51687
30-025-45929	Avogato 30 31 State Com #31H	W/2 W/2	30-22S-33E 31-22S-33E	51687
30-025-45928	Avogato 30 31 State Com #33H	W/2 W/2	30-22S-33E 31-22S-33E	51687
30-025-45930	Avogato 30 31 State Com #34H	E/2 E/2	30-22S-33E 31-22S-33E	51687
30-025-45923	Avogato 30 31 State Com #4H	E/2 E/2	30-22S-33E 31-22S-33E	51687
30-025-45964	Avogato 30 31 State Com #74H	E/2 E/2	30-22S-33E 31-22S-33E	51687
30-025-45931	Avogato 30 31 State Com #35H	E/2 E/2	30-22S-33E 31-22S-33E	98177
30-025-44193	Red Tank 30 31 State Com #14H	E/2 E/2 E/2 E/2	30-22S-33E 31-22S-33E	51687
30-025-44161	Red Tank 30 31 State Com #24Y	E/2 E/2 E/2 E/2	30-22S-33E 31-22S-33E	51687
30-025-44063	Red Tank 30 31 State Com #34H	E/2 E/2 E/2 E/2	30-22S-33E 31-22S-33E	51687
30-025-41885	Red Tank 31 State #5H	N/2 N/2	31-22S-33E	51687
30-025-48745	Senile Felines 18 7 State Com #21H	W/2 W/2	7-22S-33E 18-22S-33E	51687
30-025-48746	Senile Felines 18 7 State Com #22H	W/2 W/2	7-22S-33E 18-22S-33E	51687
30-025-48747	Senile Felines 18 7 State Com #23H	W/2 W/2	7-22S-33E 18-22S-33E	51687
30-025-48756	Senile Felines 18 7 State Com #311H	W/2 W/2	7-22S-33E 18-22S-33E	98177
30-025-48751	Senile Felines 18 7 State Com #31H	W/2 W/2	7-22S-33E 18-22S-33E	98177
30-025-48752	Senile Felines 18 7 State Com #32H	W/2 W/2	7-22S-33E 18-22S-33E	98177
30-025-48748	Senile Felines 18 7 State Com #24H	B C F G J K N O B C F G J K N O	7-22S-33E 18-22S-33E	51687
30-025-48758	Senile Felines 18 7 State Com #312H	B C F G J K N O B C F G J K N O	7-22S-33E 18-22S-33E	98177
30-025-48749	Senile Felines 18 7 State Com #25H	E/2 E/2	7-22S-33E 18-22S-33E	51687
30-025-48750	Senile Felines 18 7 State Com #26H	E/2 E/2	7-22S-33E 18-22S-33E	51687
30-025-48754	Senile Felines 18 7 State Com #34H	E/2 E/2	7-22S-33E 18-22S-33E	98177
30-025-48755	Senile Felines 18 7 State Com #35H	E/2 E/2	7-22S-33E 18-22S-33E	98177

30-025-48757	Senile Felines 18 7 State Com #313H	E/2 E/2	7-22S-33E 18-22S-33E	98177
--------------	-------------------------------------	------------	-------------------------	-------

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit B

Order: **PLC-596-D**
Operator: **Oxy USA, Inc. (16696)**

Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring NMSLO	W/2	7-22S-33E	611.84	A
	W/2	18-22S-33E		
CA Wolfcamp NMSLO	W/2	7-22S-33E	611.84	B
	W/2	18-22S-33E		
CA Bone Spring NMSLO	B C F G J K N O	7-22S-33E	640	C
	B C F G J K N O	18-22S-33E		
CA Wolfcamp NMSLO	B C F G J K N O	7-22S-33E	640	D
	B C F G J K N O	18-22S-33E		
CA Bone Spring NMSLO	E/2	7-22S-33E	640	E
	E/2	18-22S-33E		
CA Wolfcamp NMSLO	E/2	7-22S-33E	640	F
	E/2	18-22S-33E		

Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
VO 46170002	W/2	7-22S-33E	305.64	A
LO 47800004	W/2	18-22S-33E	306.2	A
VO 46170002	W/2	7-22S-33E	305.64	B
LO 47800004	W/2	18-22S-33E	306.2	B
VO 46170002	B C F G J K N O	7-22S-33E	320	C
LO 47800004	B C F G J K N O	18-22S-33E	320	C
VO 46170002	B C F G J K N O	7-22S-33E	320	D
LO 47800004	B C F G J K N O	18-22S-33E	320	D
VO 46170002	E/2	7-22S-33E	320	E
LO 47800004	E/2	18-22S-33E	320	E
VO 46170002	E/2	7-22S-33E	320	F
LO 47800004	E/2	18-22S-33E	320	F

District I

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

District II

811 S. First St., Artesia, NM 88210
Phone:(575) 748-1283 Fax:(575) 748-9720

District III

1000 Rio Brazos Rd., Aztec, NM 87410
Phone:(505) 334-6178 Fax:(505) 334-6170

District IV

1220 S. St Francis Dr., Santa Fe, NM 87505
Phone:(505) 476-3470 Fax:(505) 476-3462

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

CONDITIONS

Action 108077

CONDITIONS

Operator: OXY USA INC P.O. Box 4294 Houston, TX 772104294	OGRID: 16696
	Action Number: 108077
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.	6/16/2022