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

State of New Mexico Energy, Minerals and Natural Resources Department

Form C-107-B Revised August 1, 2011

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

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME:	OXY USA	INC.				
OPERATOR ADDRESS:	PO BOX 4	294, HOUSTON, TY	K, 77210			
APPLICATION TYPE:						
Pool Commingling ALease	Commingling	Pool and Lease Cor	mmingling Off-Lease	Storage and Measu	rement (Only if not Surfac	e Commingled)
LEASE TYPE: G	e 🛛 :	State 🛛 Fede	ral			
Is this an Amendment to exis Have the Bureau of Land Ma ⊠Yes □No	ting Order? nagement (F	Yes No If 3LM) and State Land	"Yes", please include t l office (SLO) been not	the appropriate (tified in writing (Order No of the proposed comm	ingling
		• •	L COMMINGLIN s with the following in			
(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				8		
 (3) Has all interest owners bee (4) Measurement type: M 			posed commingling? CATION BY WELL TES	Yes No.		
(5) Will commingling decrease	e the value of	production? Yes	No If "yes", descri	be why commingli	ing should be approved	
		(B) LEAS	SE COMMINGLIN	IC		
		• •	s with the following in			
(1) Pool Name and Code.						
(2) Is all production from same				-		
 (3) Has all interest owners been (4) Measurement type: Measurement 			osed commingling?	∐Yes □N	0	
		Siller (Specify)				
			· · · · · · · · · · · · · · · · · · ·			
			LEASE COMMIN s with the following in			
(1) Complete Sections A and E	3.	These attach sheets	s with the following in			
			ORAGE and MEA ets with the following it			
(1) Is all production from same			0			
(2) Include proof of notice to a	ill interest own	ners.				
a an		TIONAL INFO	RMATION (for all	application 4	(mos)	
			s with the following in		(hes)	
(1) A schematic diagram of fac		ig legal location.				
(2) A plat with lease boundaries			ons. Include lease numbe	ers if Federal or Sta	te lands are involved.	
(3) Lease Names, Lease and W	ell Numbers,	and API Numbers.				
I hereby certify that the informati	ion above is t	and complete to the	heat of my knowledge on	dhaliaf		

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

SIGNATURE:

Received by OCD: 2/9/2023 12:00:12 AM

TITLE:_REGULATORY ENGINEER_

_____ DATE:___02/08/2023_

TELEPHONE NO .: (713) 497-2203

TYPE OR PRINT NAME_ERIC FORTIER_

E-MAIL ADDRESS: ___ERIC_FORTIER@OXY.COM

Page 1 of 50

RECEIVED:	REVIEWER:	TYPE:	APP NO:
		ABOVE THIS TABLE FOR OCD DIVISIO	ON USE ONLY
	- Geologi	CO OIL CONSERVAT cal & Engineering B rancis Drive, Santa F	Bureau –
	ADMINIST	RATIVE APPLICATION	
THIS	CHECKLIST IS MANDATORY FOR A		ONS FOR EXCEPTIONS TO DIVISION RULES AND
Applicant: OXY US	SA INC.		OGRID Number: 16696
/ell Name: <u>STAC</u>	K CATS 25_36 FED COM 31H &	OTHERS	API: 30-025-50949 & OTHERS
ool: <u>WC-025 G-09 S2</u>	23332A;UPR WOLFCAMP		Pool Code: <u>98177</u>
A. Location	ICATION: Check those n – Spacing Unit – Simul NSL	taneous Dedication	
[I] Com [[II] Injec	one only for [1] or [1] mingling – Storage – N DHC ■CTB □P ction – Disposal – Pressu WFX □PMX □S	LC PC OLS Jre Increase – Enhand	ced Oil Recovery
A. Offset B. Royal C. Appli D. Notifie E. Notifie F. Surfac G. For al	N REQUIRED TO: Check t operators or lease hol lty, overriding royalty o cation requires publish cation and/or concurr cation and/or concurr ce owner l of the above, proof c ptice required	lders wners, revenue owne ed notice ent approval by SLO ent approval by BLM	ers Content Complete
administrative understand th	e approval is accurate	and complete to the ken on this application	nitted with this application for e best of my knowledge. I also on until the required information and

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

ERIC FORTIER

Print or Type Name

Es

Signature

02/08/2023 Date

(713) 497-2203

Phone Number

ERIC_FORTIER@OXY.COM e-mail Address

APPLICATION FOR LEASE COMMINGLE, OFF-LEASE STOAGE, MEASUREMENT, AND SALES COMMINGLING PROPOSAL FOR OIL PRODUCTION AT THE RED TANK 26 CPF Train #2

OXY USA INC respectfully requests approval of a lease commingle for oil production with off-lease storage, measurement, and sales at the Red Tank 26 CPF Train #2 (G-26-22S-32E). The wells feeding the train are listed below. *This request also includes future wells within the same pools and leases/PAs of wells listed below.*

Wells to be included in Red Tank 26 CPF Train #2

Comm Agreement Wells:

POOLS: WC-025 G-09 S223332A; UPR WOLFCAMP (98177) Comm Agreement Pending 50% BLM Royalty of 12.5% (NMNM002379), 50% SLO Royalty (V025124)

Well Name	API	Surface Location	Pool	POOL CODE	Date Online	Oil (bpd)	Gravity API	Gas (MSCFD)	BTU/cf	Water (bpd)
Stack Cats 25-36 Federal Com 31H	30-025-50949	N-24-22S-32E	WC-025 G-09 S223332A;UPR WOLFCAMP	98177	5/25/2023	2141	44	3664	1319	4856
Stack Cats 25-36 Federal Com 32H	30-025-50950	N-24-22S-32E	WC-025 G-09 S223332A;UPR WOLFCAMP	98177	5/25/2023	2141	44	3664	1319	4856
Stack Cats 25-36 Federal Com 33H	30-025-50951	N-24-22S-32E	WC-025 G-09 S223332A;UPR WOLFCAMP	98177	5/25/2023	2141	44	3664	1319	4856
Stack Cats 25-36 Federal Com 311H	30-025-50953	N-24-22S-32E	WC-025 G-09 S223332A;UPR WOLFCAMP	98177	5/25/2023	2141	44	3664	1319	4856

POOLS: WC-025 G-09 S223332A; UPR WOLFCAMP (98177) Comm Agreement Pending 50% BLM Royalty of 12 5% (NMNM002379) 50% SLO Powelty

50% BLM Royalty of 12.5% (NMNM002379), 50% SLO Royalty (V038122)

Well Name	API	Surface Location	Pool	POOL CODE	Date Online	Oil (bpd)	Gravity API	Gas (MSCFD)	BTU/cf	Water (bpd)
Stack Cats 25-36 Federal Com 34H	30-025-50952	O-24-22S-32E	WC-025 G-09 S223332A;UPR WOLFCAMP	98177	5/25/2023	2242	46	3818	1319	4433
Stack Cats 25-36 Federal Com 312H	30-025-50954	O-24-22S-32E	WC-025 G-09 S223332A;UPR WOLFCAMP	98177	5/25/2023	2242	46	3818	1319	4433
Stack Cats 25-36 Federal Com 313H	30-025-50955	O-24-22S-32E	WC-025 G-09 S223332A;UPR WOLFCAMP	98177	5/25/2023	1570	44	2672	1319	3103

Process Description:

Production is sent through a 10' X 40' three-phase production separator. Oil production flows through an economizer then to a heat exchanger before being sent to a VRT. Oil is then pumped through one of three LACT meters, which will serve as the FMPs for BLM royalty payments and OXY's sales point. A truck load FMP will be set up at the Facility for use as back-up in the event of a LACT meter failure.

Oil and gas production will be allocated back to each well based on well test. For testing purposes, the Facility will be equipped with two permanent 6' x 20' three-phase test separators. Each test vessel will be equipped with oil turbine meters, gas orifice meters and water turbine meters.

All wells will be tested daily prior to Range 1 of decline and will be tested at least three times per month during Range 1 of decline. When Range 2 decline is started, the wells will be tested at least twice per month. Wells will be tested at least once per month when Range 3 of decline is started.

Gas production is measured at the orifice meters off the production and test separators and is allocated back to the wells using the aforementioned well testing guidelines. These meters serve as the BLM gas FMPs for the purpose of BLM royalty payment, and then sent to sales. Gas production will be handled by an amendment to PLC 835A.

All water from the Red Tank 26 CPF Train #2 will be sent to the Red Tank Water Disposal System.

Additional Application Components:

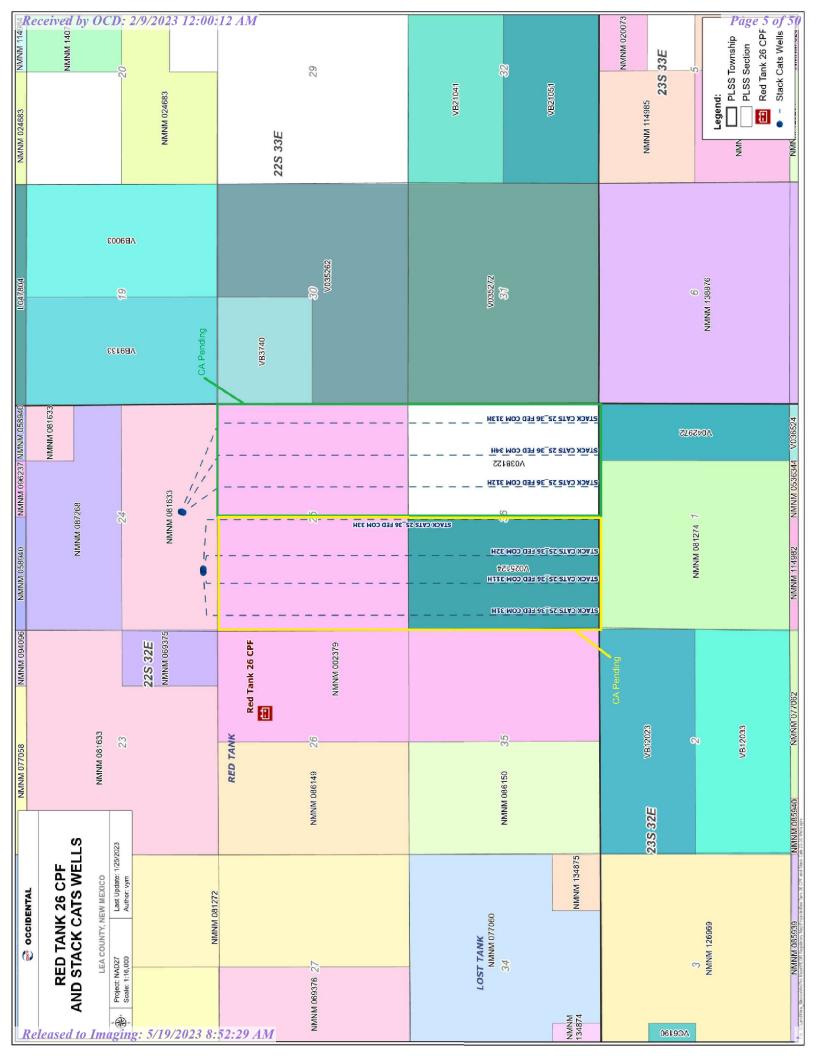
The flow of production is shown in detail on the enclosed facility diagram. Also enclosed is a map detailing the lease boundaries, well and battery locations

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.

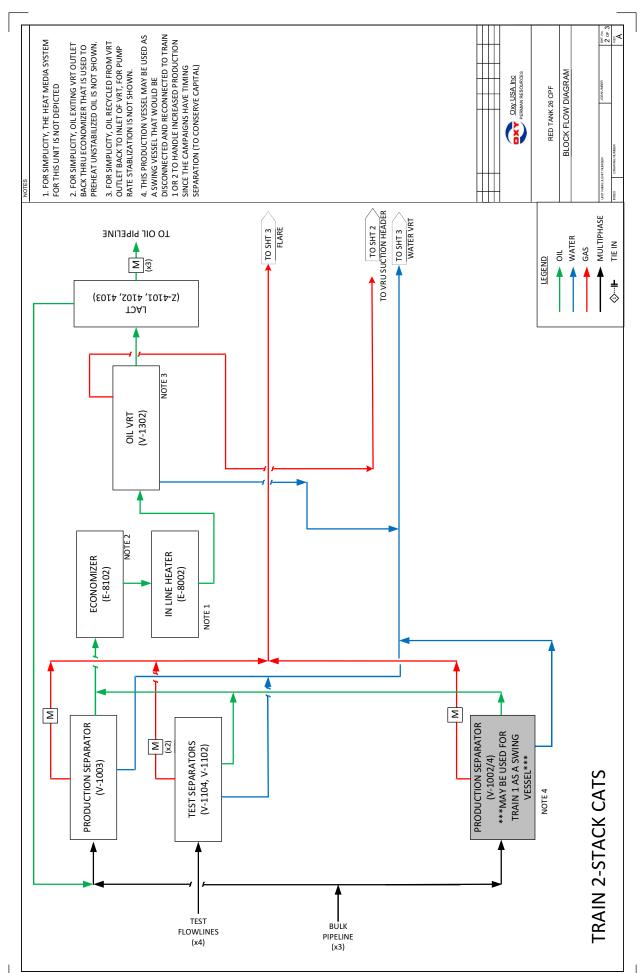
The oil and gas meters will be calibrated on a regular basis per API, NMOCD and BLM specifications.

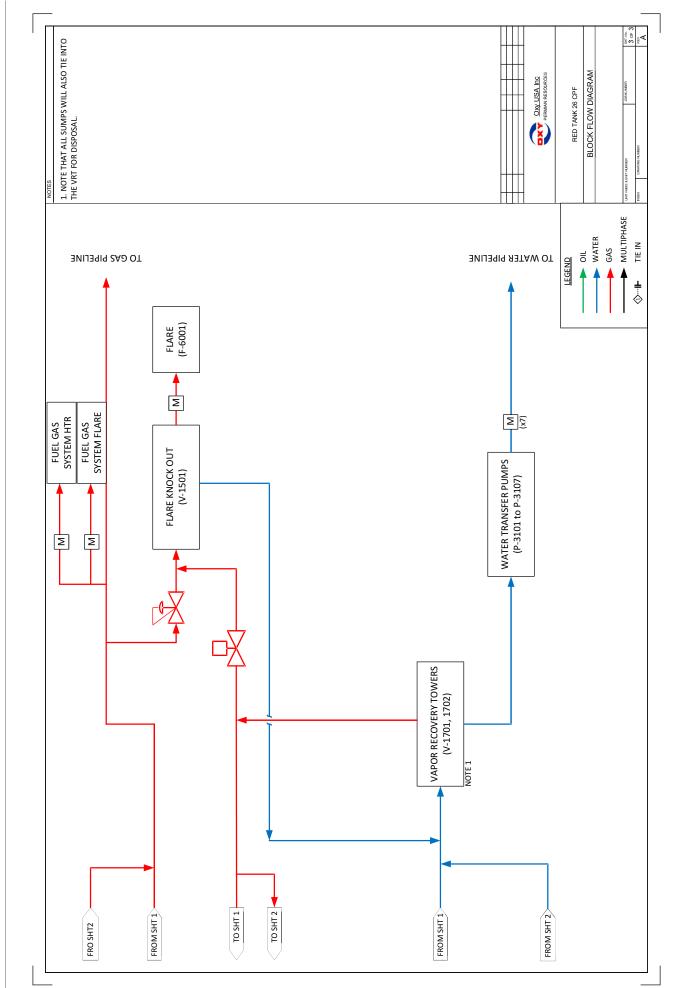
Commingling will not reduce the individual wells' production value or otherwise adversely affect the interest owners. It is the most effective means of producing the reserves. The surface commingle application will be submitted separately for approval per NMOCD, SLO, and BLM regulations.

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.





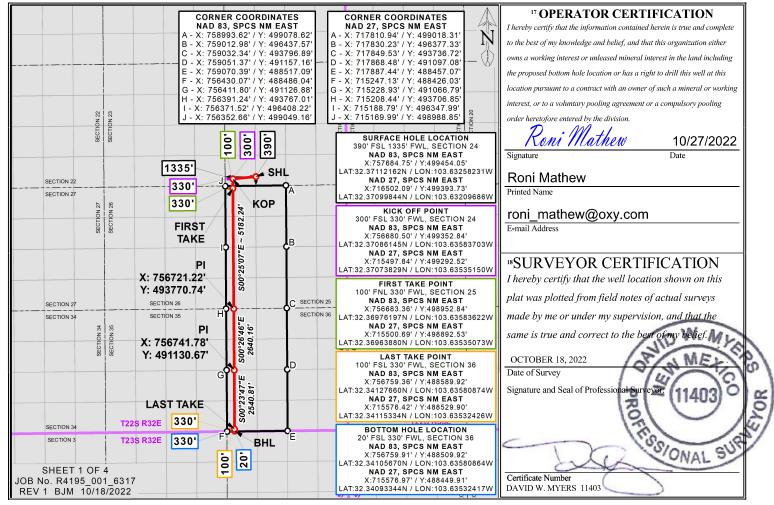




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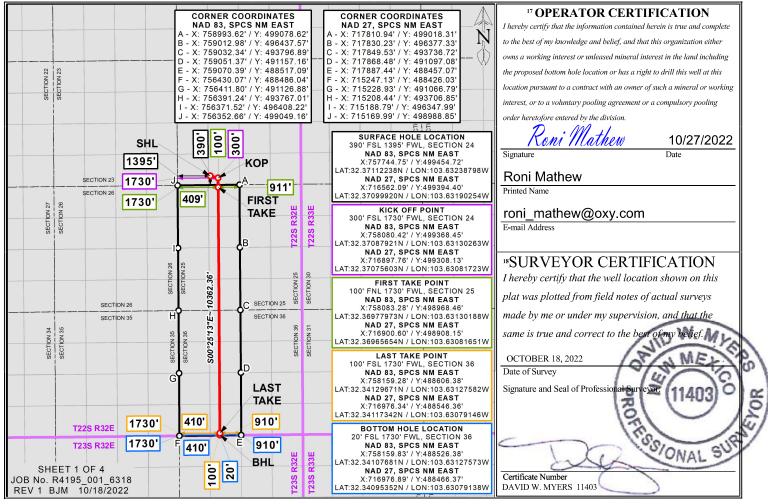
District I 1625 N. French Dr., F Phone: (575) 393-616 District II 811 S. First St., Artes Phone: (575) 748-128 District III 1000 Rio Brazos Roa Phone: (505) 334-617 District IV 1220 S. St. Francis Di	1 Fax: (575) 39 ia, NM 88210 3 Fax: (575) 74 d, Aztec, NM 87 8 Fax: (505) 33	93-0720 8-9720 9410 4-6170	Energ	gy, Miner OIL CC 122	ONSERVA	Iral Resources D TION DIVISION t. Francis Dr.	-	Sub	omit one o	Form C-102 sed August 1, 2011 copy to appropriate District Office ENDED REPORT
Phone: (505) 476-346	0 Fax: (505) 47							т		
			ELL LC			REAGE DEDIC				
	API Numbe	r		² Pool Code			³ Pool Na			
30-025-	50949		9817	7	W	C-025 G-09 S2	223332A, U	PR W	OLFC/	AMP
⁴ Property	Code				⁵ Propert	ty Name			⁶ V	Vell Number
333676				STAC	K CATS 2	5 36 FED COM	[31H
⁷ OGRID	No.				⁸ Operate	or Name				⁹ Elevation
1669	6				OXY US	SA INC.				3756'
					¹⁰ Surface	e Location				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from t		Feet from the	Eas	t/West line	County
Ν	24	22S	32E		390	SOUTH	1335	WE	ST	LEA
	•	•	п Bo	ttom Hol	e Location	If Different Fron	1 Surface			
UL or lot no.	JL or lot no. Section Township Range Lot Idn Feet fr					he North/South line	Feet from the	Eas	t/West line	County
M	36	22S	32E		20	SOUTH	330	WE	ST	LEA
¹² Dedicated Acro	es ¹³ Joint o	r Infill ¹⁴ Co	nsolidation	Code 15 Or	der 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.



<u>District I</u> 1625 N. French Dr., J	Jobbs NM 8824	10			State of New	w Mexico				Form C-102
Phone: (575) 393-610	· · · · ·		Energ	zv. Mine	erals & Natu	ral Resources D	epartment		Revis	ed August 1, 2011
<u>District II</u> 811 S. First St., Artes Phone: (575) 748-128		8-9720	Z			FION DIVISION	-	Sub	mit one c	opy to appropriate District Office
District III 1000 Rio Brazos Roa	d. Aztec. NM 87	7410		1	220 South St	. Francis Dr.				
Phone: (505) 334-617 <u>District IV</u> 1220 S. St. Francis D	78 Fax: (505) 334	4-6170			Santa Fe, N	IM 87505				ENDED REPORT
Phone: (505) 476-340										
		V	VELL LC	OCATIC	N AND AC	REAGE DEDIC	ATION PLA	Т		
1	API Numbe	r		² Pool Coo			³ Pool Na			
30-025-	50950		9817	7	WC	C-025 G-09 S2	223332A, U	PR W	OLFCA	MP
⁴ Property	Code				⁵ Property				6 W	ell Number/
33367	6			STA	CK CATS 25	5_36 FED COM	[32H
⁷ OGRID	No.				⁸ Operator					Elevation
1669	96				OXY US	A INC.				3757'
					¹⁰ Surface	Location				
UL or lot no.	Section	Township	Range	Lot Id	n Feet from th	e North/South line	Feet from the	East	/West line	County
N	24	22S	32E		390	SOUTH	1395	WE	ST	LEA
			11 Bo	ttom Ho	ole Location I	If Different Fron	n Surface			
UL or lot no.	Section	Township	Range	Lot Id	n Feet from th	e North/South line	Feet from the	East	/West line	County
N	36	22S	32E		20	SOUTH	1730	WE	ST	LEA
¹² Dedicated Acr	es ¹³ Joint o	r Infill	Consolidation	Code ¹⁵ C	Order No.					
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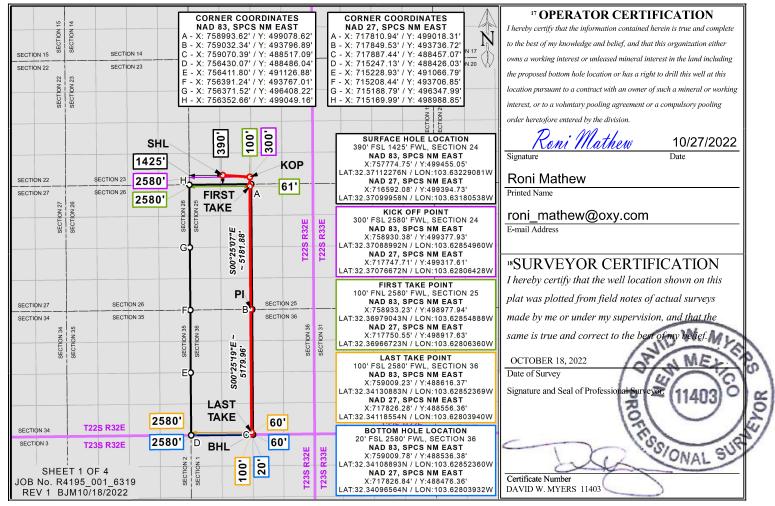
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District I 1625 N. French Dr., Hobbs, NM 8824 Phone: (575) 393-6161 Fax: (575) 39 District II 811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 74 District III 1000 Rio Brazos Road, Aztec, NM 85	93-0720 8-9720 7410	Energy, Minerals & N OIL CONSER 1220 Sout	th St. Francis Dr.	Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office			
Phone: (505) 334-6178 Fax: (505) 33- District IV		Santa F	Fe, NM 87505	✓ AMENDED REPORT			
1220 S. St. Francis Dr., Santa Fe, NM Phone: (505) 476-3460 Fax: (505) 476							
	WE	ELL LOCATION AND	ACREAGE DEDICATION PLAT				
¹ API Numbe	r	² Pool Code ³ Pool Name					
30-025- 50951		98177	WC-025 G-09 S223332A, UPR	WOLFCAMP			
⁴ Property Code		⁵ P	roperty Name	⁶ Well Number			
333676		STACK CAT	TS 25_36 FED COM	33H			
⁷ OGRID No.		⁸ O	perator Name	⁹ Elevation			
16696		OXY	USA INC.	3757'			

					¹⁰ Surface I	Location			
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
Ν	24	22S	32E		390	SOUTH	1425	WEST	LEA
			11 Bot	ttom Hol	e Location If	Different Fron	n Surface		
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	36	22S	32E		20	SOUTH	2580	WEST	LEA
¹² Dedicated Acres	s ¹³ Joint of	Infill ¹⁴ C	Consolidation C	Code ¹⁵ Or	der No.				
640.0									

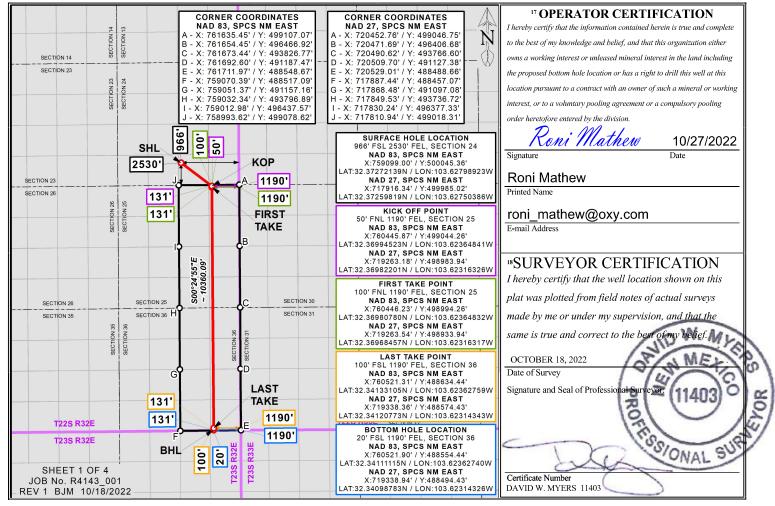
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District I 625 N. French Dr., Hobbs, NM 8824 Phone: (575) 393-6161 Fax: (575) 39 <u>District II</u> 9hone: (575) 748-1283 Fax: (575) 74: <u>District III</u> 000 Rio Brazos Road, Aztec, NM 87 Phone: (505) 334-6178 Fax: (505) 33- <u>District IV</u> 220 S. St. Francis Dr., Santa Fe, NM Phone: (505) 476-3460 Fax: (505) 47:	93-0720 8-9720 7410 4-6170 1 87505	Energy, Minerals & N OIL CONSER 1220 Sout	۲New Mexico Vatural Resources Department VATION DIVISION h St. Francis Dr. و, NM 87505	Form C-102 Revised August 1, 2011 Ibmit one copy to appropriate District Office
	WE	LL LOCATION AND	ACREAGE DEDICATION PLAT	
¹ API Numbe	r	² Pool Code	³ Pool Name	
30-025- 50952		98177	WC-025 G-09 S223332A, UPR W	/OLFCAMP
⁴ Property Code		⁵ Pr	⁶ Well Number	

333676	5				34H							
⁷ OGRID					⁸ Operator N	Name			⁹ Elevation			
1669	6		OXY USA INC.							3755'		
					¹⁰ Surface I	Location						
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	t/West line	County		
0	24	22S 32E 966 SOUTH 2530 EA					EAS	EAST LEA				
			¹¹ Bot	ttom Hol	e Location If	Different Fron	n Surface					
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	t/West line	County		
Р	36	22S	32E		20	SOUTH	1190	EAS	ST	LEA		
¹² Dedicated Acres	s ¹³ Joint o	r Infill ¹⁴ C	onsolidation (Code ¹⁵ Or	der No.		•					
640.0												
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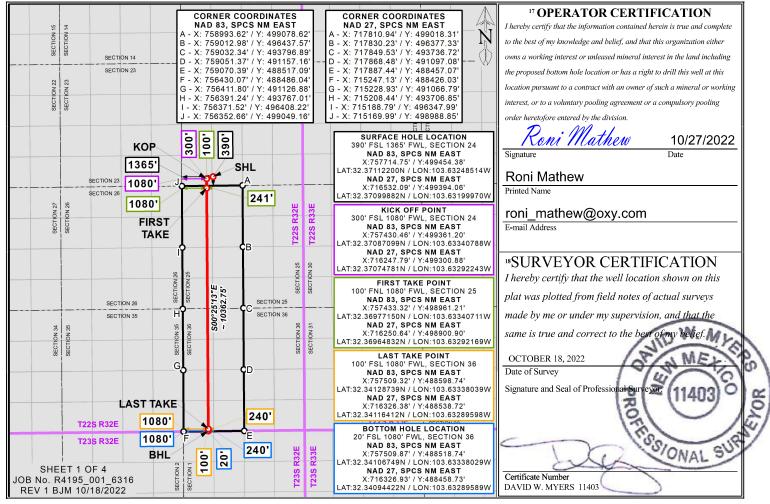
District 1625 N Phone: District 811 S. Phone: District 1000 R Phone: District 1220 S Phone:

30.

J . French Dr., Hobbs, NM 88240 (575) 393-6161 Fax: (575) 393-0720 JJ First St., Artesia, NM 88210 (575) 748-1283 Fax: (575) 748-9720 JI io Brazos Road, Aztec, NM 87410 (505) 334-6178 Fax: (505) 334-6170 IV St. Francis Dr., Santa Fc, NM 87505 (505) 476-3460 Fax: (505) 476-3462	Energy, Minerals & N OIL CONSER 1220 Sout Santa F	f New Mexico Natural Resources Department VATION DIVISION h St. Francis Dr. Fe, NM 87505	Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office
	WELL LOCATION AND	ACREAGE DEDICATION PLAT	
¹ API Number 025 50953	² Pool Code		

30-023- •			90171		1000	-025 G-09 52	ZZSSSZA, U				
⁴ Property C	Code		•		⁵ Property N	Name			⁶ V	Vell Number	
333676				STAC	K CATS 25_	36 FED COM	1			311H	
⁷ OGRID	No.				⁹ Elevation						
1669	6		OXY USA INC.							3757'	
			¹⁰ Surface Location								
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	t/West line	County	
Ν	24	22S	32E		390	SOUTH	1365	WE	ST	LEA	
			¹¹ Bot	tom Hol	e Location If	Different Fron	n Surface				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	t/West line	County	
М	36	22S	32E		20	SOUTH	1080	WE	ST	LEA	
¹² Dedicated Acres	¹³ Joint o	r Infill ¹⁴ C	Consolidation C	ode ¹⁵ Or	ler No.				•		
640.0											
Ļ	ļ										

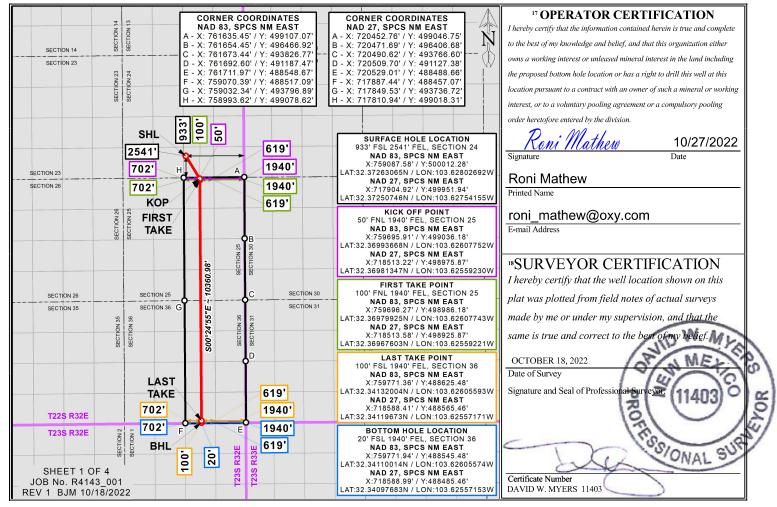
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District I 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 District II 811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720 District III 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 District IV 1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462		Energy, Minerals & N OIL CONSER 1220 Sout	New Mexico Natural Resources Department VATION DIVISION th St. Francis Dr. Fe, NM 87505	Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office
	WE	LL LOCATION AND	ACREAGE DEDICATION PLAT	
¹ APL Number		² Pool Code	³ Pool Name	

1	API Numbe					³ Pool Name				
30-025-	50954		9817	7	WC	-025 G-09 S2	223332A, U	PR W	OLFC/	AMP
⁴ Property	Code				⁵ Property	Name			⁶ 1	Well Number
333676	í			STAC	K CATS 25	_36 FED COM	1			312H
⁷ OGRID					⁸ Operator	Name				⁹ Elevation
1669	6				OXY USA	A INC.				3754'
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
0	24	22S	32E		933	SOUTH	2541	EAS	ST	LEA
<u>.</u>			¹¹ Bo	ttom Hol	e Location If	f Different Fron	n Surface			
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	/West line	County
0	36	22S	32E		20	SOUTH	1940	EAS	ST	LEA
¹² Dedicated Acre	s ¹³ Joint o	r Infill ¹⁴ C	onsolidation (Code ¹⁵ Or	der No.					
640.0										
				4						

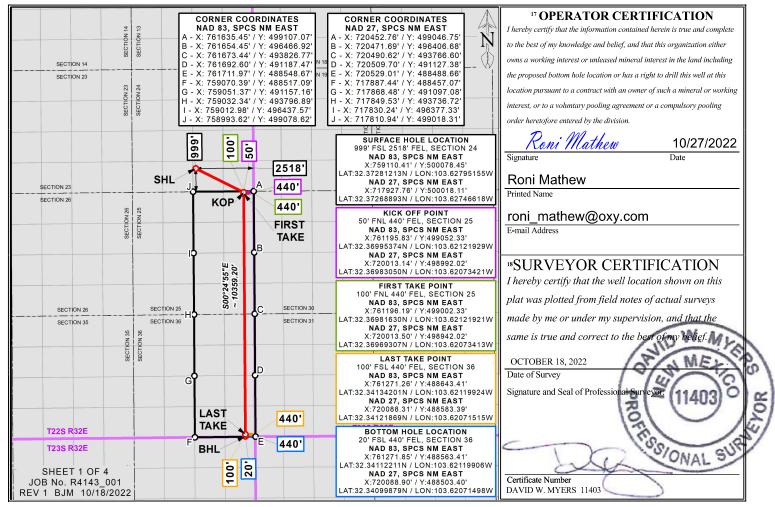
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<u>District I</u> 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 <u>District II</u> 811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720 <u>District III</u> 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 <u>District IV</u> 1220 S. St. Francis Dr., Santa Fe, NM 87505	Energy, Minerals & N OIL CONSER 1220 Sou	f New Mexico Natural Resources Department VATION DIVISION th St. Francis Dr. Fe, NM 87505	Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office ✔ AMENDED REPORT
Phone: (505) 476-3460 Fax: (505) 476-3462			
	WELL LOCATION AND	ACREAGE DEDICATION PLAT	
20.025 50955	² Pool Code	³ Pool Name	

30-025- J	0333	98177 WC-025 G-09 S223332A, UPR WOLFCAMP					AMP			
⁴ Property C	Code				⁵ Property I	Name			6 V	Vell Number
333676				STAC	K CATS 25	_36 FED COM	[313H
⁷ OGRID I	No.				⁸ Operator 1	Name			9	⁹ Elevation
1669	6				OXY USA	A INC.				3754'
					¹⁰ Surface I	Location				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	/West line	County
0	24	22S	32E		999	SOUTH	2518	EAS	ST	LEA
			¹¹ Bot	ttom Hol	e Location If	Different Fron	n Surface			
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	/West line	County
Р	36	22S	32E		20	SOUTH	440	EAS	ST	LEA
¹² Dedicated Acres	¹³ Joint o	r Infill ¹⁴ C	onsolidation (Code ¹⁵ Or	der No.					
640.0										
ł										

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.





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: 713.497.2203 Eric_Fortier@Oxy.com

February 8, 2023

Re: Application for Lease Commingle Permit with Off-Lease Storage, Measurement, and Sales for Wells at Red Tank 26 CPF Train #2 in Lea County, New Mexico.

Dear Interest Owner:

This is to advise you that OXY USA INC is filing to surface commingle the wells at the Red Tank 26 CPF. A copy of the application submitted to the Division is attached. *This request also includes future wells within the Unit boundaries and pools of wells 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 Eric Fortier at (713) 497-2203.

Respectfully,

16

OXY USA INC Eric Fortier Staff Regulatory Engineer Eric_Fortier@oxy.com

MAIL	ED ON	2/8/	2023
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NAME	ADDRESS	CITY	STATE	ZIP	PIC
Apollo Permian, LLC	P.O. Box 14779	Oklahoma City	OK	73113	_9414811898765837487738
Arthur Kowaloff	1261 Madison Avenue	New York	NY	10128	_9414811898765837487776
Bane Bigbie	P.O. Box 998	Ardmore	OK	73402	_9414811898765837487912
Coll Brothers Oil	PO BOX 1818	Roswell	NM	88202	_9414811898765837487950
FortyNiner Ridge, LLC	12000 Santa Monica Drive NE	Albuquerque	NM	87122	_9414811898765837487967
Hoover H. & Betty R. Wright	P.O. Box 2312	Santa Fe	NM	87501	_9414811898765837487929
Hutchings Oil Company	P.O. Box 1216	Albuquerque	NM	87102	_9414811898765837487905
Innoventions, Inc.	PO Box 40	Cedar Crest	NM	87008	_9414811898765837487998
Jeffrey C. Howard	1979 CR 171	Guntown	MS	38849	_9414811898765837487943
John Richardson	4428 34th St S	Arlington	VA	22206	_9414811898765837487981
Ken Perkins Oil & Gas, Inc.	P.O. Box 1237	Kingsville	ΤX	78363	_9414811898765837487936
Mitchell Exploration Inc.	648 Petroleum Building	Roswell	NM	88201	_9414811898765837487974
Northern Oil and Gas Inc.	4350 Baker Road, Suite 400	Minnetonka	MN	55343	_9414811898765837487615
Norval L. Covington and Ellen C. Covington	501 First National Bank Building	Oklahoma City	OK	73102	_9414811898765837487653
Rockwell Energy Resources, LLC	P.O. Box 54584	Oklahoma City	OK	73154	_9414811898765837487660
Schultz Irrevocable Childrens Trust	1901 W 4th St.	Roswell	NM	88201	_9414811898765837487622
Scott Exploration, Inc.	648 Petroleum Building	Roswell	NM	88201	_9414811898765837487608
Scott-Winn LLC	P.O. Box 1834	Roswell	NM	88202	_9414811898765837487691
Sealy Hutchings Cavin, Inc.	504 North Wyoming	Roswell	NM	88201	_9414811898765837487684
Susan C. Munoz	230 Rainbow Dr NO 13080	Livingston	ТΧ	77399	_9414811898765837487677
Trainer Partners Ltd.	P.O. Box 754	Midland	ΤX	79702	_9414811898765837487158
Wade P. Carrigan	P.O. Box 1908	Gilbert	AZ	85299	_9414811898765837487127
Wade Petroleum Corporation	2101 Altura Azul Ln. NE	Albuquerque	NM	87110	_9414811898765837487196
Warwick-Artemis LLC	6608 N. Western Ave., Box 417	Oklahoma City	OK	73117	_9414811898765837487134
Worrall Investment Corp.	648 Petroleum Building	Roswell	NM	88201	_9414811898765837487172
ATTN COMMINGLING MANAGER, NM COMMISSIONER OF PUBLIC LANDS	P.O. Box 1148	Santa Fe	NM	87504	_9414811898765838859800
Minerals Management Service	620 E. GREENE STREET	Carlsbad	NM	88220	_9414811898765837487363

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 February 03, 2023 and ending with the issue dated February 03, 2023.

Russo

Publisher

Sworn and subscribed to before me this 3rd day of February 2023.

Business Manager

My commission expires January 29, 2027

(Seal) STATE OF NEW MEXICO NOTARY PUBLIC **GUSSIE RUTH BLACK** COMMISSION # 1087528 COMMISSION EXPIRES 01/29/2027

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

67111848

00275471

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

LEGAL NOTICE February 3, 2023

Notice of Application for Surface Commingling OXY USA WTP LP located at 5 Greenway Plaza, Suite 110 Houston TX 77046 is applying to the NMOCD for a surface commingle permit for oil production at the Red Tank 26 CPF. The Red Tank CPF will be located in Lea County, Section 26, T22S – R32E. Wells will be located in Lea County, Sections 25 and 36, T22S – R32E. Production will be from the WC-025 G-09 S223332A;UPR WOLFCAMP pool.

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 Eric Fortier at (713) 497-2203. #00275471

Federal Communitization Agreement

Contract No.

THIS AGREEMENT entered into as of the 1st day of January, 2023, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

Township 22 South, Range 32 East, N.M.P.M. Section 25: E/2 Section 36: E/2 Lea County, New Mexico

Containing **640.00** acres, and this agreement shall include only the <u>Wolfcamp</u> <u>Formation</u> underlying said lands and the crude oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation.

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

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

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

7.

Page 20 of 50

- lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is January 1, 2023, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and

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

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

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

OPERATOR:

OXY USA INC. (Record Title and Working Interest Owner)

DATE:

ACKNOWLEDGMENT

STATE OF TEXAS § SCOUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the ______ day of _____, 2023, by <u>James Laning</u>, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.

> Notary Public in and for the State of ______ My commission expires _____

Stack Cats 25 36 Fed Com 34H, 312H-313H CA

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

OXY USA INC.

By: _____

Name: James Laning Title: Attorney-in-Fact

ACKNOWLEDGMENTS

STATE OF TEXAS COUNTY OF HARRIS

This instrument was acknowledged before me on ______, 2022, by James Laning, <u>ATTORNEY-IN-FACT</u> of OXY USA INC., a Delaware corporation.

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)

Notary Public in and for the State of Texas

OXY Y-1 COMPANY

By: ____

Name: James Laning Title: <u>Attorney-in-Fact</u>

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on ______, 2022, by James Laning, <u>ATTORNEY-IN-FACT</u> of OXY Y-1 COMPANY, a New Mexico corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

Page 6 of 9

Date

Date

Released to Imaging: 5/19/2023 8:52:29 AM

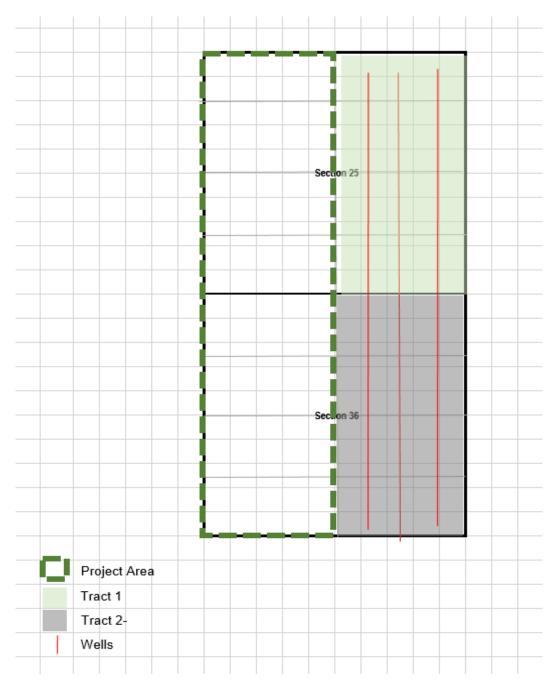
Stack Cats 25 36 Fed Com 34H, 312H-313H CA

EXHIBIT "A"

To Communitization Agreement dated January 1, 2023

Plat of communitized area covering 640.00 acres in Township 22 South, Range 32 East, E/2 of Sections 25& 36, N.M.P.M., Lea County, New Mexico

Stack Cats 25 36 Federal Com 34H (30-025-50952) Stack Cats 25 36 Federal Com 312H (30-025-50954) Stack Cats 25 36 Federal Com 313H (30-025-50955)



Stack Cats 25 36 Fed Com 34H, 312H-313H CA

EXHIBIT "B"

To Communitization Agreement dated January 1, 2023 embracing the following described land in Township 22 South, Range 32 East, E/2 of Sections 25 & 36, N.M.P.M., Lea County, New Mexico

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

	Tract No. 1
Lease Serial No.:	NMNM 002379
Description of Land Committed:	Township 22 South, Range 32 East, N.M.P.M., Section 25: W/2
Number of Acres:	320.00
Lease Owner:	OXY USA INC.
Name and Percent of WI Owners:	OXY USA INC
	Tract No. 2
Lease Serial Number:	V0-3812-0002
Description of Land Committed:	Township 22 South, Range 32 East, N.M.P.M., Section 36: E/2
Number of Acres:	320.00
Current Lessee of Record:	OXY USA INC.
	OXY Y-1 COMPANY93.800715% OXY USA INC <u>0.6199285%</u> 100.000000%

.

RECAPITULATION

Tract No.	<u>No. of Acres</u> Committed	Percentage of Interest in Communitized Area
<u>11act NO.</u>	Committee	III Communitized Area
1	320.00	50.000%
2	320.00	50.000%
Total	640.00	100.0000%

•

Federal Communitization Agreement

Contract No.

THIS AGREEMENT entered into as of the 1st day of January, 2023, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

Township 22 South, Range 32 East, N.M.P.M. Section 25: W/2 Section 36: W/2 Lea County, New Mexico

Containing **640.00** acres, and this agreement shall include only the <u>Wolfcamp</u> <u>Formation</u> underlying said lands and the crude oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation.

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

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

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

- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is January 1, 2023, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and

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

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

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

OPERATOR:

OXY USA INC. (Record Title and Working Interest Owner)

DATE:

ACKNOWLEDGMENT

STATE OF TEXAS § SCOUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the ______ day of _____, 2023, by <u>James Laning</u>, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.

> Notary Public in and for the State of ______ My commission expires _____

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

OXY USA INC.

By: _____

Name: James Laning Title: Attorney-in-Fact

ACKNOWLEDGMENTS

STATE OF TEXAS COUNTY OF HARRIS

This instrument was acknowledged before me on ______, 2022, by James Laning, <u>ATTORNEY-IN-FACT</u> of OXY USA INC., a Delaware corporation.

)

)

)

)

Notary Public in and for the State of Texas

OXY Y-1 COMPANY

By: ____

Name: James Laning Title: <u>Attorney-in-Fact</u>

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on ______, 2022, by James Laning, <u>ATTORNEY-IN-FACT</u> of OXY Y-1 COMPANY, a New Mexico corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

Page 6 of 13

Date

Date

Released to Imaging: 5/19/2023 8:52:29 AM

Date

Stack Cats 25 36 Fed Com 31H-33H, 311H CA

OCCIDENTAL PERMIAN LIMITED PARTNERSHIP

By: _____

Name: James Laning Title: Attorney-in-Fact

ACKNOWLEDGMENTS

STATE OF TEXAS)) COUNTY OF HARRIS)

This instrument was acknowledged before me on , 2022, by James Laning, ATTORNEY-IN-FACT of OCCIDENTAL PERMIAN LIMITED PARTNERSHIP, a Texas limited partnership.

Notary Public in and for the State of Texas

OXY USA WTP Limited Partnership

By: _____ Name: James Laning Title: Attorney-in-Fact

ACKNOWLEDGMENTS

STATE OF TEXAS) COUNTY OF HARRIS)

)

This instrument was acknowledged before me on ______, 2022, by James Laning, ATTORNEY-IN-FACT of OXY USA WTP LIMITED PARTNERSHIP, a Delaware limited partnership.

Notary Public in and for the State of Texas

Page 7 of 13

Date

Released to Imaging: 5/19/2023 8:52:29 AM

Northern Oil & Gas Inc.

DATE:	
	NAME:
	TITLE:
ACK	NOWLEDGMENT
ACK	
STATE OF	
COUNTY OF) ss.
	_ /
The foregoing instrument was	s acknowledged before me on this the
	, as
	, on behalf
of said	
	Pony Oil Capital, LLC
DATE:	BY:
	NAME:
	TITLE:
ACK	NOWLEDGMENT
ACK	
STATE OF	_)
) ss.
COUNTY OF	_)
The foregoing instrument was	s acknowledged before me on this the
	, as
of Pony Oil Capital, LLC., a	, on behalf of
said	

.

FortyNiner Ridge, LLC

DATE:	BY:	
	NAME:	
	TITLE:	
ACKN	IOWLEDGMENT	
STATE OF)) ss	
COUNTY OF)	
The foregoing instrument was	acknowledged before me on this the	
day of, 20, by	, as	
of FortyNiner Ridge, LLC., a	, on beha	lf
of said		
	Sealy Hutchings Cavin, I	nc.
DATE:		
	NAME: TITLE:	
ACKN	IOWLEDGMENT	
STATE OF)	
COUNTY OF) ss.	
The foregoing instrument was	acknowledged before me on this the	
day of, 20, by	, as	
	, on	
behalf of said	·	

.

Susan C. Munoz

DATE:	BY:
	NAME:
	TITLE:
AG	CKNOWLEDGMENT
STATE OF)
) ss.
COUNTY OF)
The foregoing instrument	was acknowledged before me on this the
day of, 20, by	, as
of, a	, on behalf o
said	
	Jeffrey C Howard
DATE:	BY:
	NAME:
	TITLE:
AG	CKNOWLEDGMENT
STATE OF)
) ss.
COUNTY OF)
The foregoing instrument	was acknowledged before me on this the
day of, 20, by	, as
	, on behalf of
said	

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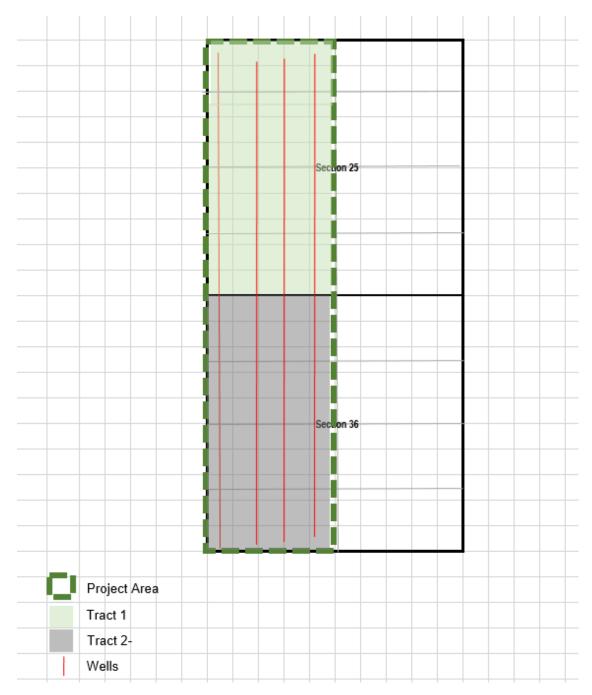
Stack Cats 25 36 Fed Com 31H-33H, 311H CA

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated January 1, 2023.

Plat of communitized area covering **640.00** acres in Township 22 South, Range 32 East, W/2 of Sections 25 & 36, N.M.P.M., Eddy County, New Mexico

Stack Cats 25 36 Federal Com 31H (30-025-50949) Stack Cats 25 36 Federal Com 32H (30-025-50950) Stack Cats 25 36 Federal Com 33H (30-025-50951) Stack Cats 25 36 Federal Com 311H (30-025-50953)



Page 11 of 13

Stack Cats 25 36 Fed Com 31H-33H, 311H CA

EXHIBIT "B"

To Communitization Agreement dated January 1, 2023 embracing the following described land in Township 22 South, Range 32 East, W/2 of Sections 25 & 36, N.M.P.M., Lea County, New Mexico

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

	Tract No. 1
Lease Serial No.:	NMNM 002379
Description of Land Committed:	Township 22 South, Range 32 East, N.M.P.M., Section 25: W/2
Number of Acres:	320.00
Lease Owner:	OXY USA INC.
Name and Percent of WI Owners:	OXY USA INC
	Tract No. 2
Lease Serial Number:	V0-2512-0004
Description of Land Committed:	Township 22 South, Range 32 East, N.M.P.M., Section 36: W/2
Number of Acres:	320.00
Current Lessee of Record:	OXY USA INC.
Name and Percent of WI Owners:	OXY USA INC. 83.838422% OXY USA WTP Limited Partnership13.735009% Occidental Permian Limited partnership 0.093169% Northern Oil & Gas Inc. 1.333300% Pony Oil Capital LLC. 1.333300% FortyNiner Ridge, LLC. 0.666700% John Richardson, Jr. 0.666700% Susan C. Munoz. 0.333350% Jeffrey C. Howard. 0.333350%

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RECAPITULATION

Tract No.	<u>No. of Acres</u> <u>Committed</u>	Percentage of Interest in Communitized Area
1	320.00	50.000%
2	320.00	50.000%
Total	640.00	100.0000%

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From:	McClure, Dean, EMNRD on behalf of Engineer, OCD, EMNRD
To:	Musallam, Sandra C; Fortier, Eric
Cc:	McClure, Dean, EMNRD; Kautz, Paul, EMNRD; Wrinkle, Justin, EMNRD; Powell, Brandon, EMNRD; Paradis, Kyle O; Walls, Christopher; Dawson, Scott; Lamkin, Baylen L.
Subject:	Approved Administrative Order CTB-1097
Date:	Friday, May 19, 2023 8:36:20 AM
Attachments:	CTB1097 Order.pdf

NMOCD has issued Administrative Order CTB-1097 which authorizes Oxy USA, Inc. (16696) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-50949	Stack Cats 25 36 Federal Com	W /2	25-22S-32E	00177
	#31H	W /2	36-22 S-32E	98177
30-025-50950	Stack Cats 25 36 Federal Com	W/2	25-22S-32E	98177
30-023-30930	#32H	W /2	36-22S-32E	901//
20 025 50051	Stack Cats 25 36 Federal Com	W/2	25-228-32E	98177
30-025-50951	#33H	W /2	36-22 S-32E	901//
30-025-50953	Stack Cats 25 36 Federal Com	W/2	25-22S-32E	98177
	# 311H	W /2	36-22 S-32 E	901//
30-025-50952	Stack Cats 25 36 Federal Com	E/2	25-228-32E	00177
	#34H	E/2	36-22 S-32 E	98177
30-025-50954	Stack Cats 25 36 Federal Com	E/2	25-22S-32E	00177
	#312H	E/2	36-22S-32E	98177
30-025-50955	Stack Cats 25 36 Federal Com	E/2	25-22S-32E	00177
	#313H	E/2	36-22 S-32E	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

Received by OCD: 2022 92.00:12 AM U.S. Department of the Interior

BUREAU OF LAND MANAGEMENT

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
STACK CATS 25-	32H	300255095000X1	NMNM002379	NMNM002379	OXY USA
STACK CATS 25-	34H	300255095200X1	NMNM002379	NMNM002379	OXY USA
STACK CATS 25-	313H	300255095500X1	NMNM002379	NMNM002379	OXY USA
STACK CATS 25-	311H	300255095300X1	NMNM002379	NMNM002379	OXY USA
STACK CATS 25-	31H	300255094900X1	NMNM002379	NMNM002379	OXY USA
STACK CATS 25-	33H	300255095100X1	NMNM002379	NMNM002379	OXY USA
STACK CATS 25-	312H	300255095400X1	NMNM002379	NMNM002379	OXY USA

Notice of Intent

Sundry ID: 2721682

Type of Submission: Notice of Intent

Date Sundry Submitted: 03/20/2023

Date proposed operation will begin: 05/15/2023

Type of Action: Commingling (Surface) and Off-Lease Measurement Time Sundry Submitted: 10:57

Procedure Description: OXY requests approval according to 43 CFR 3173.14(a)(1)(iii) to commingle production at the Red Tank 26 CPF Train #2. Train #2 has all CAs with the same proportion of Federal fixed royalty rate of 12.5%. Commingling will not reduce the individual wells' production value or otherwise negatively affect the royalty revenue of the federal government. It is the most effective means of producing the reserves.

Surface Disturbance

Is any additional surface disturbance proposed?: No

NOI Attachments

Procedure Description

Stack_Cats_BLM_Resubmittal_v1_20230320105608.pdf

Operator

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

Operator Electronic Signature: ERIC FORTIER

Signed on: MAR 20, 2023 10:57 AM

Name: OXY USA INCORPORATED

Title: REGULATORY ENGINEER

Street Address: 5 GREENWAY PLAZA

City: HOUSTON State: TX

Phone: (713) 497-2203

Email address: ERIC_FORTIER@OXY.COM

State:

Field

Representative Name:

Street Address:

City:

Phone:

Email address:

Zip:

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

APPLICATION FOR SURFACE COMMINGLING SUBMITTED BY OXY USA, INC.

ORDER NO. CTB-1097

<u>ORDER</u>

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

FINDINGS OF FACT

- 1. Oxy USA, Inc. ("Applicant") submitted a complete application to surface commingle the oil production from the pools, leases, and wells identified in Exhibit A ("Application").
- 2. Applicant proposed a method to allocate the oil production to the pools, leases, and wells to be commingled.
- 3. 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.
- 4. Applicant provided notice of the Application to the Bureau of Land Management ("BLM") or New Mexico State Land Office ("NMSLO"), as applicable.
- 5. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10.C.(4)(g) NMAC.
- 6. 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.
- 7. 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

8. 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.

Order No. CTB-1097

- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

<u>ORDER</u>

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

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

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

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

2. 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.

- 3. 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.
- 4. 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.

- 5. 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.
- 6. Applicant shall calibrate the meters used to measure or allocate oil production in accordance with 19.15.12.10.C.(2) NMAC.
- 7. 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.
- 8. 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.
- 9. If a well is not included in Exhibit A but produces from a pool and lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil production to it, and the location(s) that commingling of its production will occur.
- 10. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
- 11. 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).

Order No. CTB-1097

12. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

STATE OF NEW MEXICO OIL CONSERVATION DIVISION

DATE: 5/14/2023

DYLAN M. FUGE DIRECTOR

Order No. CTB-1097

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State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit A

Order: CTB-1097 Operator: Oxy USA, Inc. (16696) Central Tank Battery: Red Tank 26 Central Processing Facility Central Tank Battery Location: UL G, Section 26, Township 22 South, Range 32 East Gas Title Transfer Meter Location:

	Pool Code 98177				
	WC-025 G-09 S223332A;UPR WOLFCAMP 98177 Leases as defined in 19.15.12.7(C) NMAC				
	Leases as defined in 19.13.1	UL or Q/Q	S-T-R		
	NMNM 105314953 (002379)	All	25-22S-32E		
	V0 2512 0004	W/2	36-22S-32E		
	V0 3812 0002	E/2	36-22S-32E		
Wells					
Well API	Well Name	UL or Q/Q	S-T-R	Pool	
20.025.50040		W/2	25-22S-32E	00177	
30-025-50949	Stack Cats 25 36 Federal Com #31H	W /2	36-22S-32E	98177	
20 025 50050	Stack Cats 25 36 Federal Com #32H	W/2	25-22S-32E	00177	
30-025-50950	Stack Cats 25 30 Federal Com #32H	W /2	36-22S-32E	98177	
20 025 50051	Stack Cats 25 36 Federal Com #33H	W/2	25-22S-32E	00177	
30-025-50951	Stack Cats 25 50 Federal Com #55H	W /2	36-22S-32E	98177	
30-025-50953	Stack Cats 25 36 Federal Com #311H	W/2	25-22S-32E	00177	
30-023-30933	Stack Cats 25 50 Federal Colli #511H	W /2	36-22S-32E	98177	
30-025-50952	Stack Cats 25 36 Federal Com #34H	E/2	25-22S-32E	98177	
30-023-30932	Stack Cats 25 50 Federal Colli #54H	E/2	36-22S-32E	901//	
30-025-50954	0-025-50954 Stack Cats 25 36 Federal Com #312H		25-22S-32E	98177	
50-025-50754	Stack Cats 25 50 Feuci ai Colli #312H	E/2	36-22S-32E	701 //	
30-025-50955	30-025-50955 Stack Cats 25 36 Federal Com #313H		25-22S-32E	98177	
30-023-30733	Stack Cats 25 50 Feueral Colli #31511	E/2	36-22S-32E	701//	

State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit B

Order: CTB-1097

Operator: Oxy USA, Inc. (16696)

Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Wolfcamp BLM	W /2	25-22S-32E	640	Α
CA woncamp blivi	W /2	36-22S-32E		
CA Wolfcomp NMNM 105922527	E/2	25-22S-32E	640	В
CA Wolfcamp NMNM 105823527	E/2	36-22S-32E	040	D

Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 105314953 (002379)	W /2	25-22S-32E	320	Α
V0 2512 0004	W /2	36-22S-32E	320	Α
NMNM 105314953 (002379)	E/2	25-22S-32E	320	В
V0 3812 0002	E/2	36-22S-32E	320	B

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

Operator:	OGRID:
OXY USA INC	16696
P.O. Box 4294	Action Number:
Houston, TX 772104294	184235
	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.	5/19/2023

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Action 184235