

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 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 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 If "Yes", please include the appropriate Order No.

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

☒ Yes ☐ No**(A) POOL COMMINGLING**

Please attach sheets with the following information

(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes
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) : ALLOCATION BY 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: Sandra Musallam TITLE: REGULATORY ENGINEER DATE: 01/10/2024

TYPE OR PRINT NAME: SANDRA MUSALLAM TELEPHONE NO.: 713-366-5106

E-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: NOW I WON 25_24 FED COM 31H & MULTIPLE **API:** 30-015-TBD & MULTIPLE
Pool: WC-025 G-08 S243217P; UPR WOLFCAMP & LIVINGSTON RIDGE; BONE SPRING **Pool Code:** 98248 & 39350

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

☐ 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

01/10/2024

Date

713-366-5106

Phone Number

SANDRA_MUSALLAM@OXY.COM

e-mail Address

APPLICATION FOR POOL & LEASE COMMINGLING, OFF-LEASE MEASUREMENT, STORAGE AND SALES

Commingling proposal for oil production for Now I Won Wells at the Lost Tank 25 CPF

OXY USA INC requests approval of pool and lease commingling, off-lease measurement, storage and sales for oil production from the wells listed below at the Lost Tank 25 CPF (K-25-T22S-R31E).

This commingle request also includes future wells within the same pools and leases/CAs of wells listed below.

POOL: LIVINGSTON RIDGE; BONE SPRING (39350) – CA PENDING 50% BLM 12.5% NRI (NMNM025876) & 50% BLM 12.5% NRI (NMNM025365)

WELL NAME	API NO.	SURFACE LOCATION	EST DATE ONLINE	EST BOPD	EST OIL GRAVITY	EST MSCFPD	EST BTU/CF	EST BWPD
NOW I WON 25_24 FED COM 74H	30-015-TBD	P-25-22S-31E	Mar-24	2880	43.0	8000	1310	8000

Production estimates are average of first 6-month volumes

POOL: WC-025 G-08 S243217P; UPR WOLFCAMP (98248) – CA PENDING 50% BLM 12.5% NRI (NMNM025876) & 50% BLM 12.5% NRI (NMNM025365)

WELL NAME	API NO.	SURFACE LOCATION	EST DATE ONLINE	EST BOPD	EST OIL GRAVITY	EST MSCFPD	EST BTU/CF	EST BWPD
NOW I WON 25_24 FED COM 31H	30-015-TBD	N-25-22S-31E	Mar-24	2900	46.0	8000	1330	8000
NOW I WON 25_24 FED COM 32H	30-015-TBD	N-25-22S-31E	Mar-24	2900	46.0	8000	1330	8000
NOW I WON 25_24 FED COM 33H	30-015-TBD	O-25-22S-31E	Mar-24	2900	46.0	8000	1330	8000
NOW I WON 25_24 FED COM 34H	30-015-TBD	O-25-22S-31E	Mar-24	2900	46.0	8000	1330	8000
NOW I WON 25_24 FED COM 35H	30-015-TBD	P-25-22S-31E	Mar-24	2900	46.0	8000	1330	8000
NOW I WON 25_24 FED COM 36H	30-015-TBD	P-25-22S-31E	Mar-24	2900	46.0	8000	1330	8000
NOW I WON 25_24 FED COM 37H	30-015-TBD	O-25-22S-31E	Mar-24	2900	46.0	8000	1330	8000

Production estimates are average of first 6-month volumes

Process Description:

Production will flow to one of two three-phase production separators. Oil will then flow through an economizer then to an in-line heater before being sent to a VRT. It will then be pumped through LACTs, which will serve as the FMPs for BLM royalty payments and OXY's sales point.

Oil and gas production will be allocated back to each well based on well test. For testing purposes, the facility will be equipped with six permanent 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 will be measured at the orifice meter off the production and test separators and will be allocated back to the wells using the aforementioned well testing guidelines. The meters will serve as the BLM gas FMP for the purpose of BLM royalty payment, and then sent to sales. The gas commingle will be handled through PLC 844.

All water will be sent to the Lost 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.

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


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

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

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

NEW MEXICO

	Project: NAD27	Last Update: 11/29/2023
	Scale: 1"=14,000'	Author: yvm

Disclaimer: These illustrations (aerial, photo), all notations and depictions thereon, and any related information ("data") are the confidential property of Occidental Petroleum Corporation and/or its affiliates and may not be reproduced, used, or distributed without written permission. The data is provided as a courtesy and for general informational purposes only. OCCIDENTAL PETROLEUM CORPORATION MAKES NO REPRESENTATIONS REGARDING THE DATA AND DISCLAIMS ANY AND ALL IMPLIED AND EXPRESS WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE DATA. ANYONE VIEWING THE DATA SHOULD INDEPENDENTLY VERIFY IT PRIOR TO TAKING ANY ACTION, ANY RELIANCE ON THE DATA FOR ANY PURPOSE WHATSOEVER IS AT THE SOLE RISK OF THE USER SO RELYING.

14

NMNM 065418

13
NMNM 029233

NMNM 090588

NMNM 053990

18 NMNM 032411

17 NMNM 128362

22S 31E

22

23

NMNM 062589

27

26

NMNM 062590

34

NMNM 101601

35

W013137

36

V062063

NMNM 106916

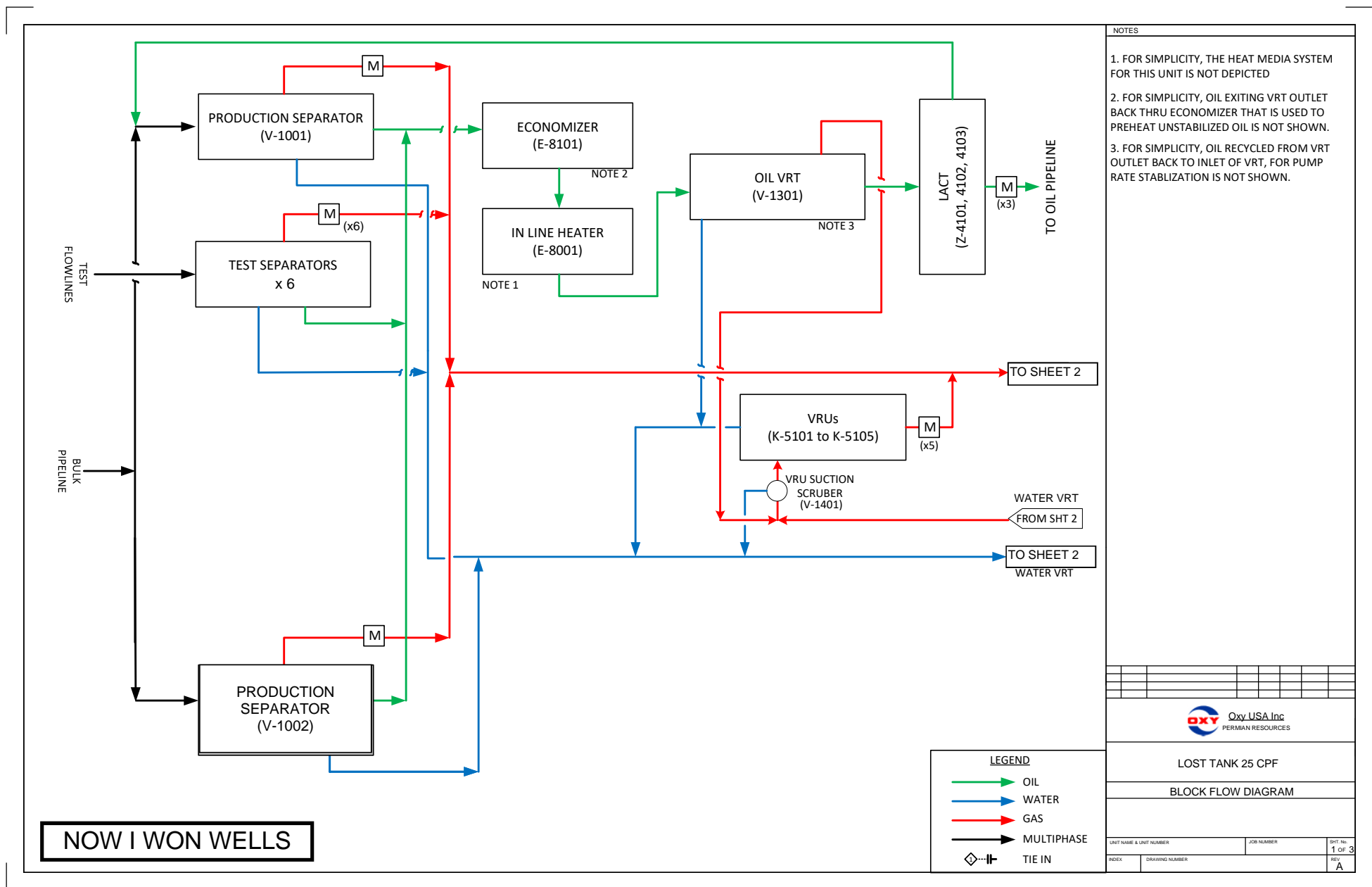
31

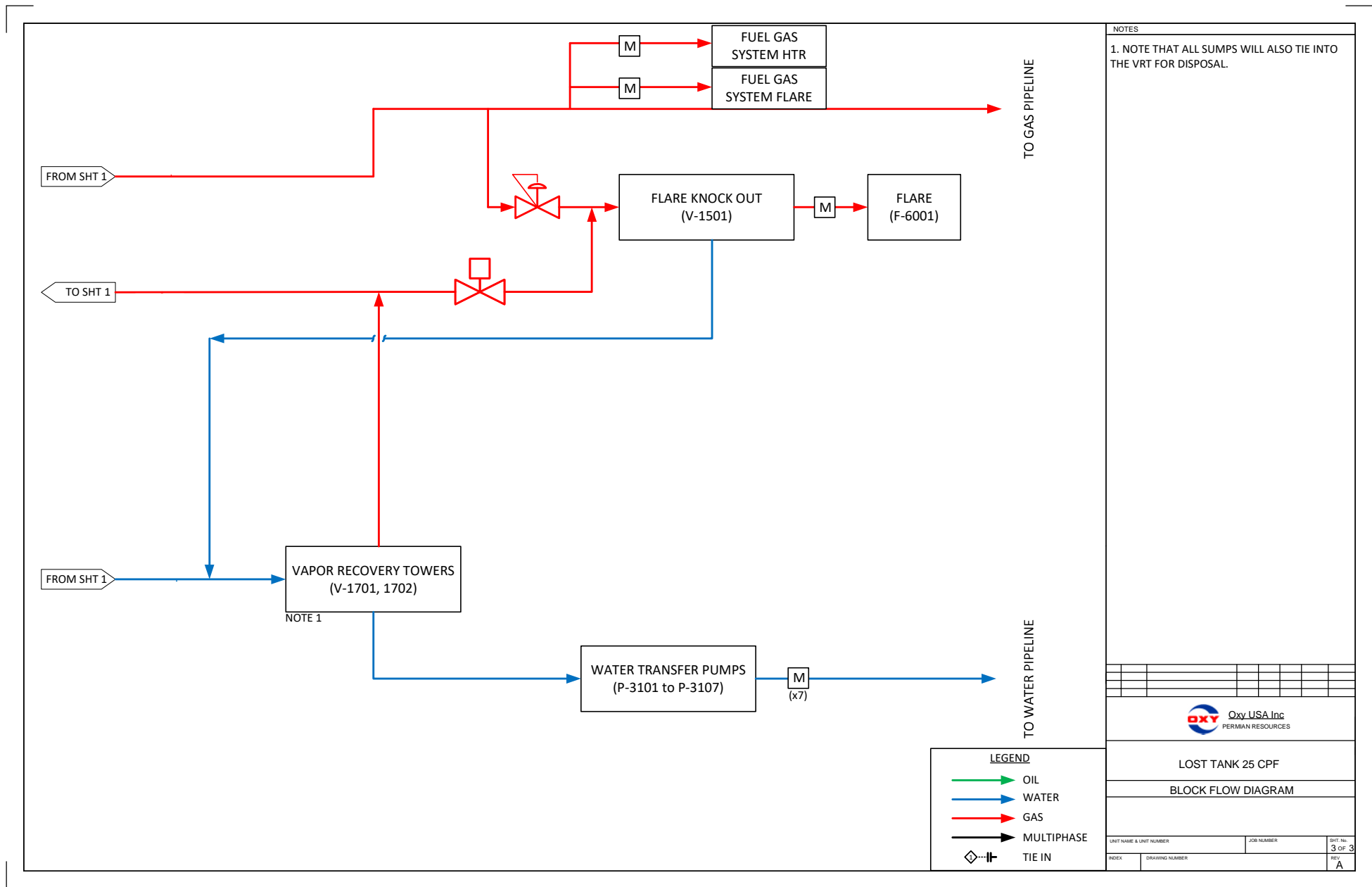
32 V024431

Legend:


Lost Tank 25 Facility

- Now I Won Wells





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 APL Number 30-015	² Pool Code 98248	³ Pool Name WC-025 G-08 S243217P; UPR WOLFCAMP
⁴ Property Code	⁵ Property Name NOW I WON 25 24 FED COM	⁶ Well Number 31H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3498'

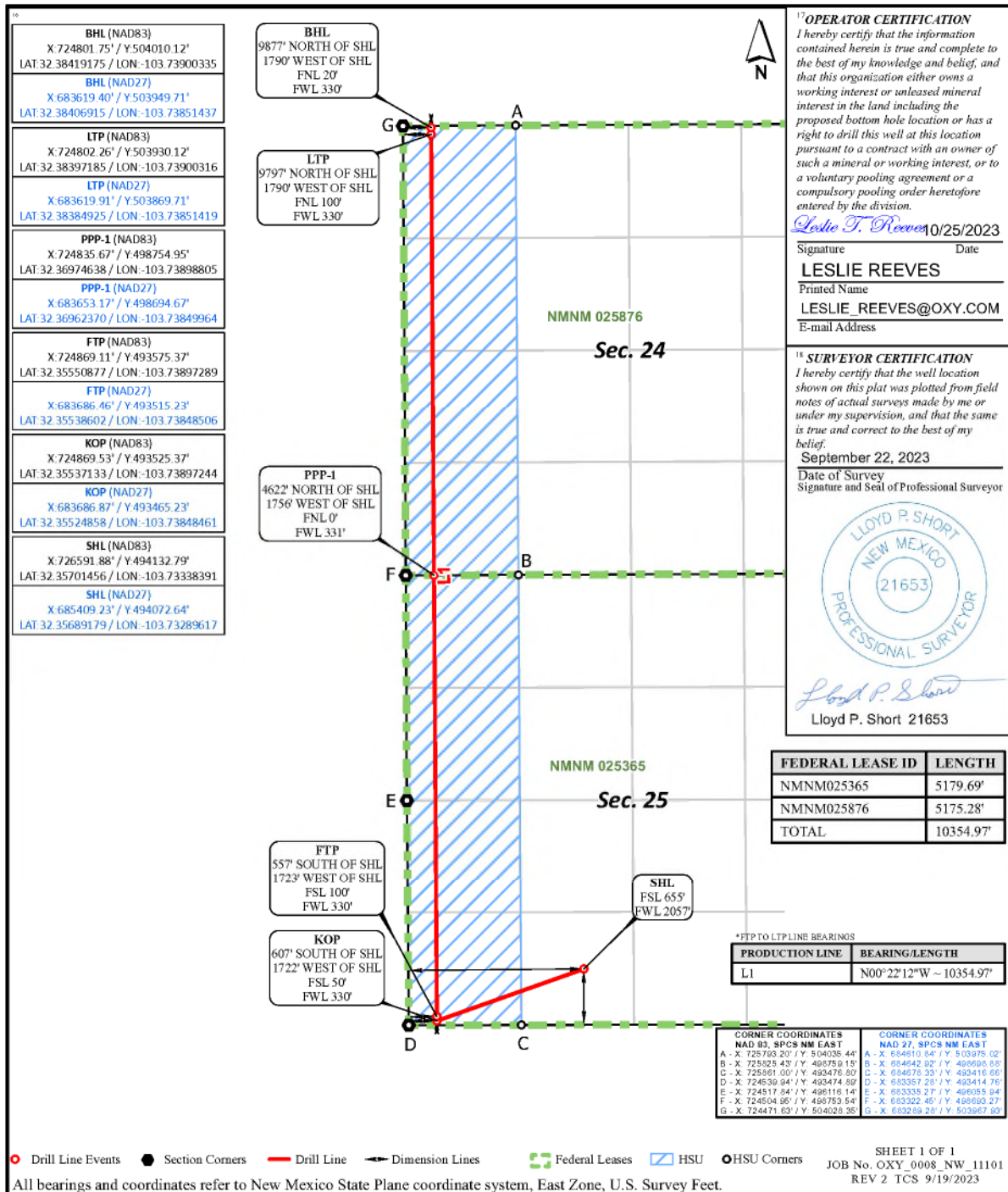
¹⁰ Surface Location

UL or lot no. N	Section 25	Township 22S	Range 31E	Lot Idn	Feet from the 655'	North/South line SOUTH	Feet from the 2057'	East/West line WEST	County EDDY
--------------------	---------------	-----------------	--------------	---------	-----------------------	---------------------------	------------------------	------------------------	----------------

¹¹ Bottom Hole Location If Different From Surface

UL or lot no. D	Section 24	Township 22S	Range 31E	Lot Idn	Feet from the 20'	North/South line NORTH	Feet from the 330'	East/West line WEST	County EDDY
¹² Dedicated Acres 320.00	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 30-015-	² Pool Code 98248	³ Pool Name WC-025 G-08 S243217P; UPR WOLFCAMP
⁴ Property Code	⁵ Property Name NOW I WON 25 24 FED COM	
⁶ OGRID No. 16696	⁷ Operator Name OXY USA INC.	⁸ Well Number 32H ⁹ Elevation 3499'

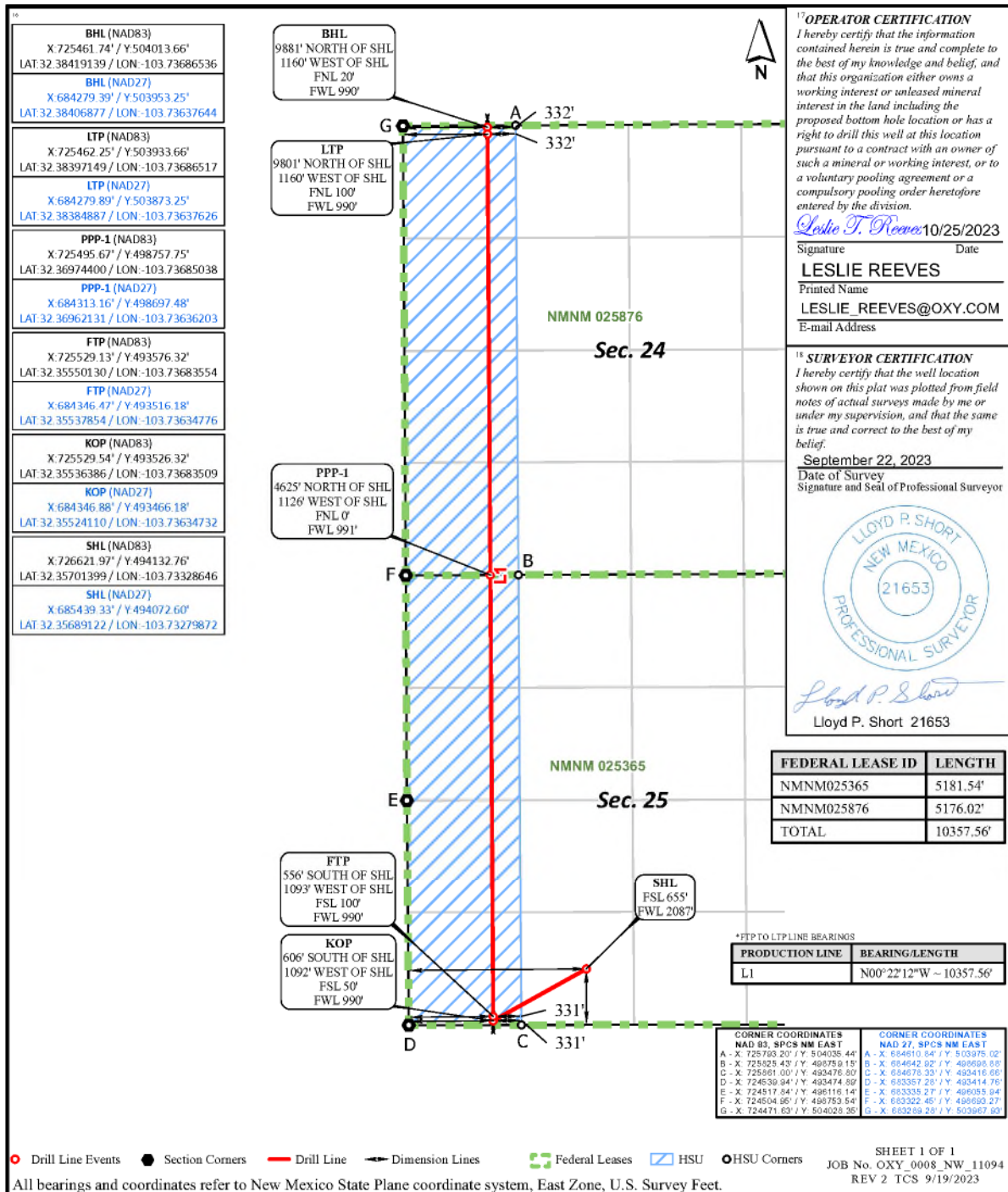
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	25	22S	31E		655'	SOUTH	2087'	WEST	EDDY

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	24	22S	31E		20'	NORTH	990'	WEST	EDDY
¹² Dedicated Acres 320.00	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 APL Number 30-015-	² Pool Code 98248	³ Pool Name WC-025 G-08 S243217P; UPR WOLFCAMP
⁴ Property Code	⁵ Property Name NOW I WON 25 24 FED COM	⁶ Well Number 33H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3510'

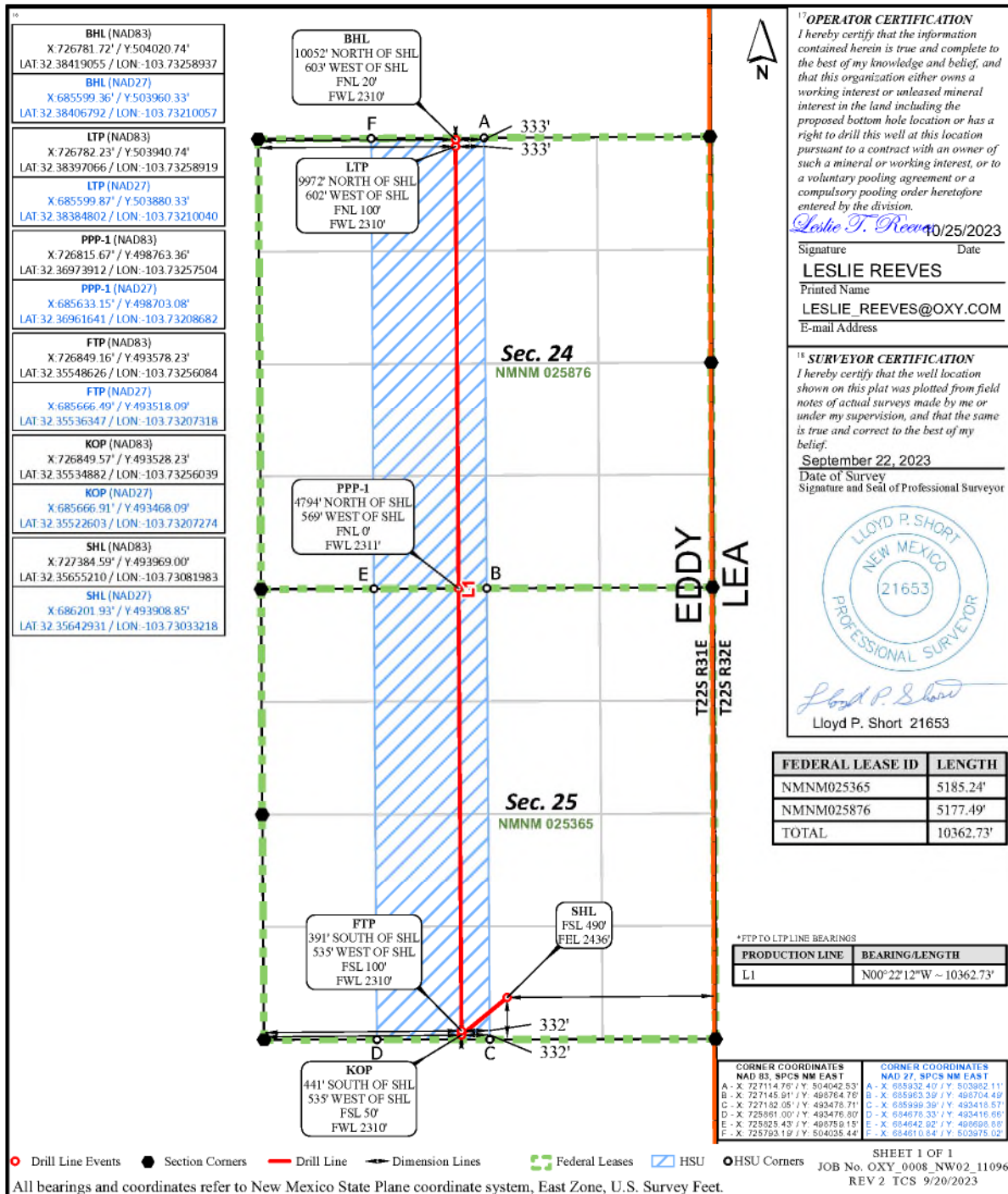
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	25	22S	31E		490'	SOUTH	2436'	EAST	EDDY

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	24	22S	31E		20'	NORTH	2310'	WEST	EDDY
¹² Dedicated Acres 320.00	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	² Pool Code	³ Pool Name
30-015-	98248	WC-025 G-08 S243217P; UPR WOLFCAMP
⁴ Property Code	⁵ Property Name	⁶ Well Number
	NOW I WON 25 24 FED COM	34H
⁷ OGRID No.	⁸ Operator Name	⁹ Elevation
16696	OXY USA INC.	3511'

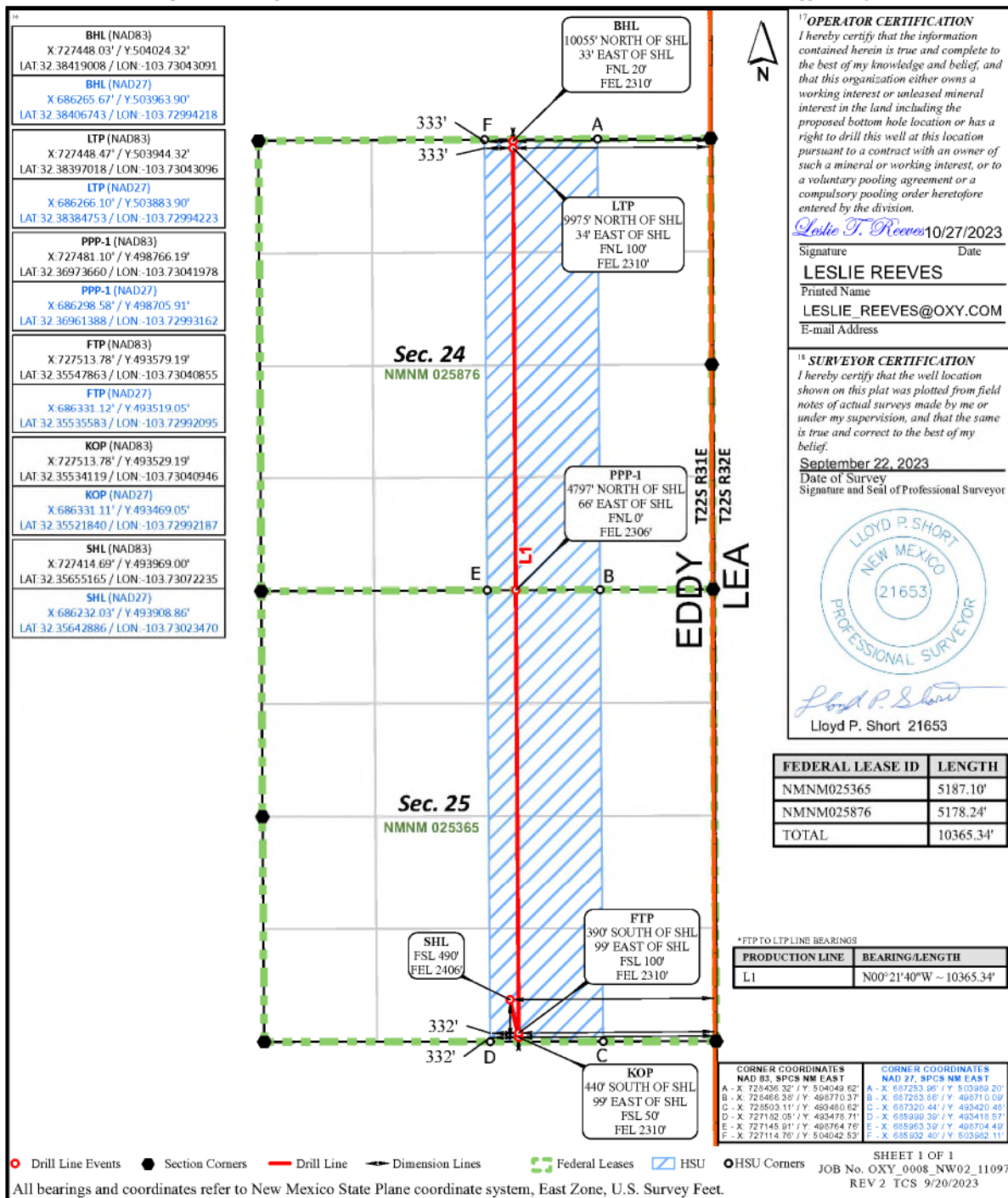
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	25	22S	31E		490'	SOUTH	2406'	EAST	EDDY

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	24	22S	31E		20'	NORTH	2310'	EAST	EDDY
¹² Dedicated Acres	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						
320.00									

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.



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	² Pool Code	³ Pool Name
30-015-	98248	WC-025 G-08 S243217P; UPR WOLFCAMP
⁴ Property Code	⁵ Property Name	⁶ Well Number
	NOW I WON 25 24 FED COM	35H
⁷ OGRID No.	⁸ Operator Name	⁹ Elevation
16696	OXY USA INC.	3546'

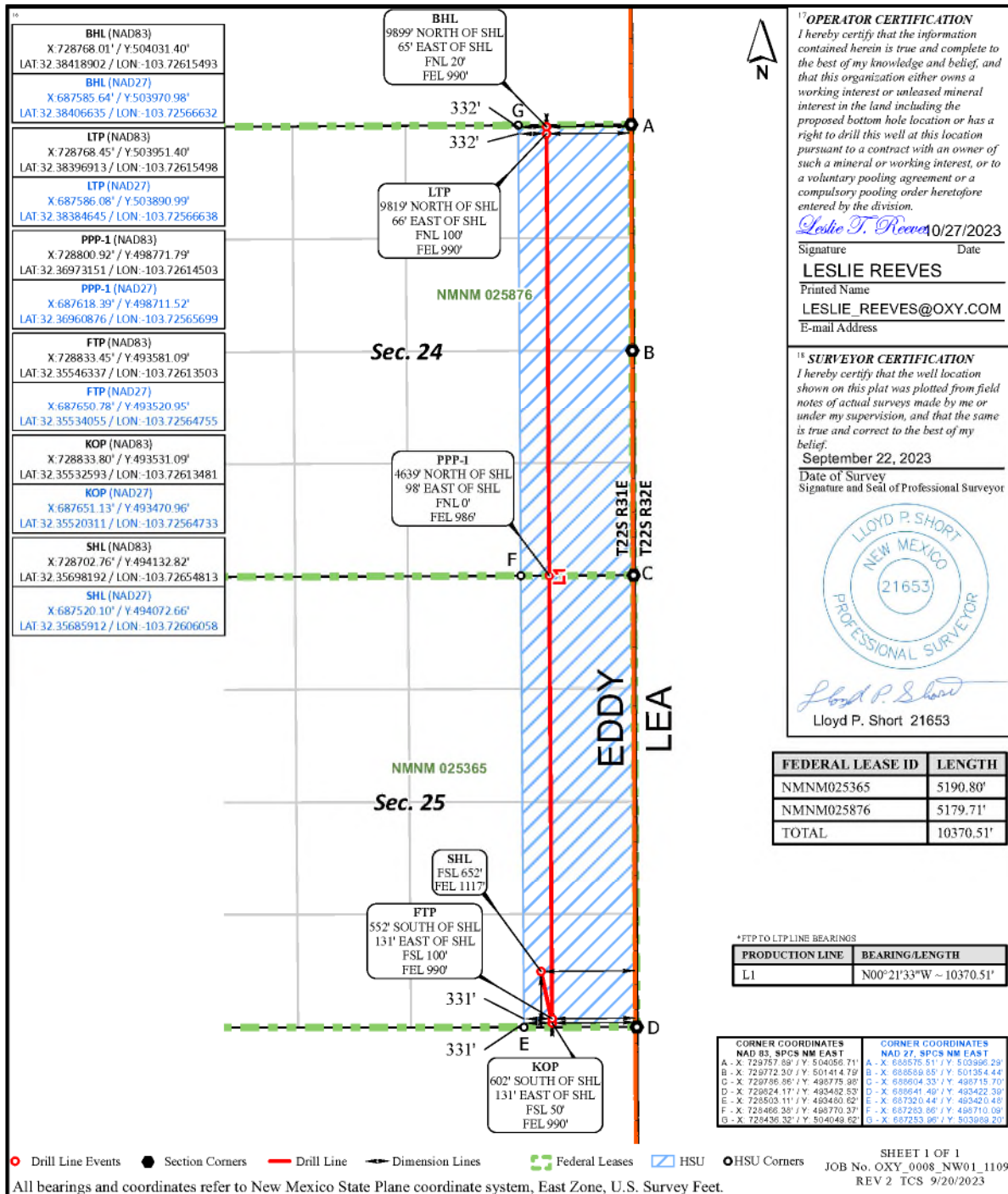
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	25	22S	31E		652'	SOUTH	1117'	EAST	EDDY

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	24	22S	31E		20'	NORTH	990'	EAST	EDDY
¹² Dedicated Acres	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						
320.00									

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	² Pool Code	³ Pool Name
30-015-	98248	WC-025 G-08 S243217P; UPR WOLFCAMP
⁴ Property Code	⁵ Property Name	⁶ Well Number
	NOW I WON 24 24 FED COM	36H
⁷ OGRID No.	⁸ Operator Name	⁹ Elevation
16696	OXY USA INC.	3547'

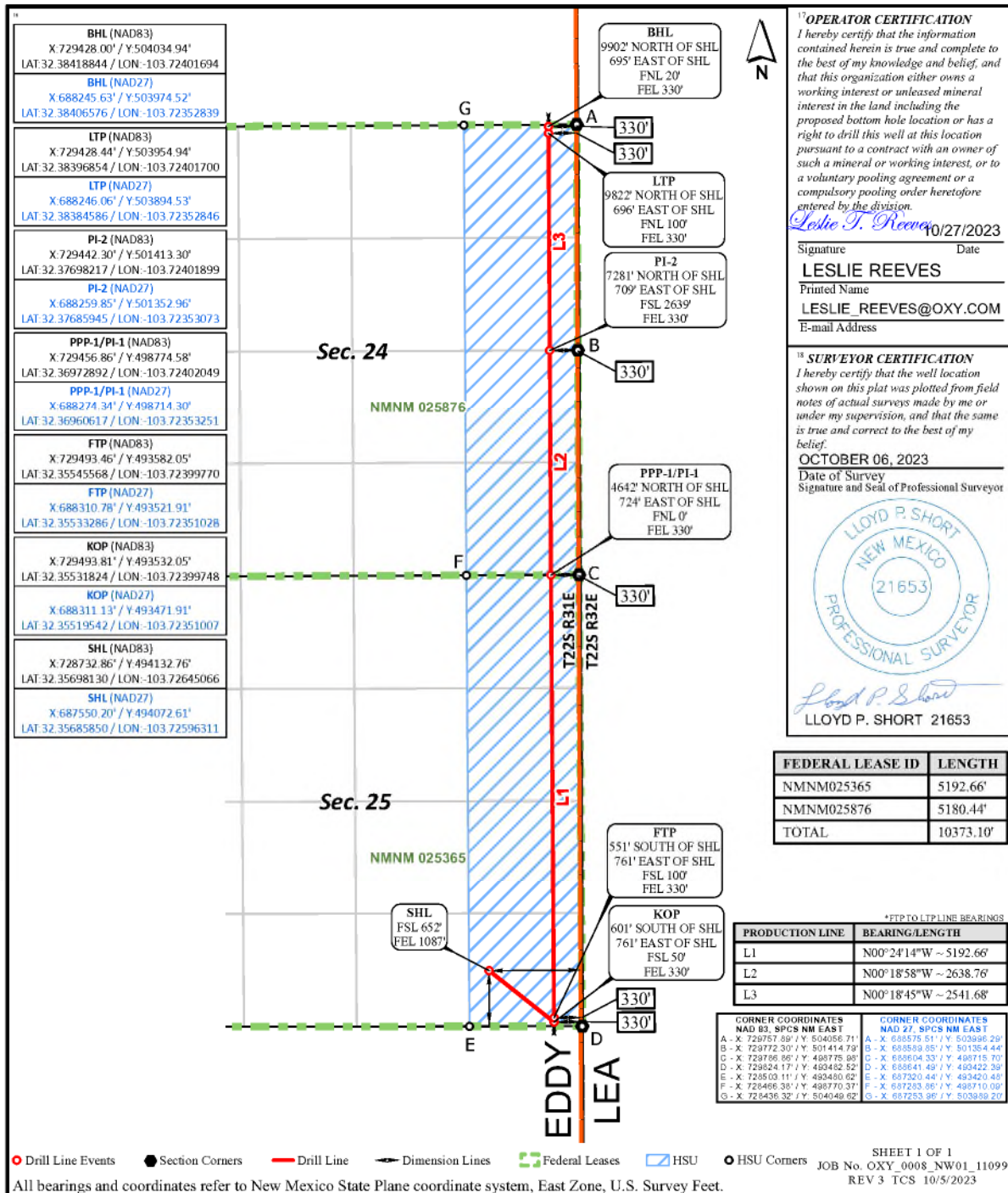
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	25	22S	31E		652'	SOUTH	1087'	EAST	EDDY

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	24	22S	31E		20'	NORTH	330'	EAST	EDDY
¹² Dedicated Acres	¹³ Joint or In-fill	¹⁴ Consolidation Code	¹⁵ Order No.						
320.00									

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	² Pool Code	³ Pool Name
30-015-	98248	WC-025 G-08 S243217P; UPR WOLFCAMP
⁴ Property Code	⁵ Property Name	⁶ Well Number
	NOW I WON 24 24 FED COM	37H
⁷ OGRID No.	⁸ Operator Name	⁹ Elevation
16696	OXY USA INC.	3509'

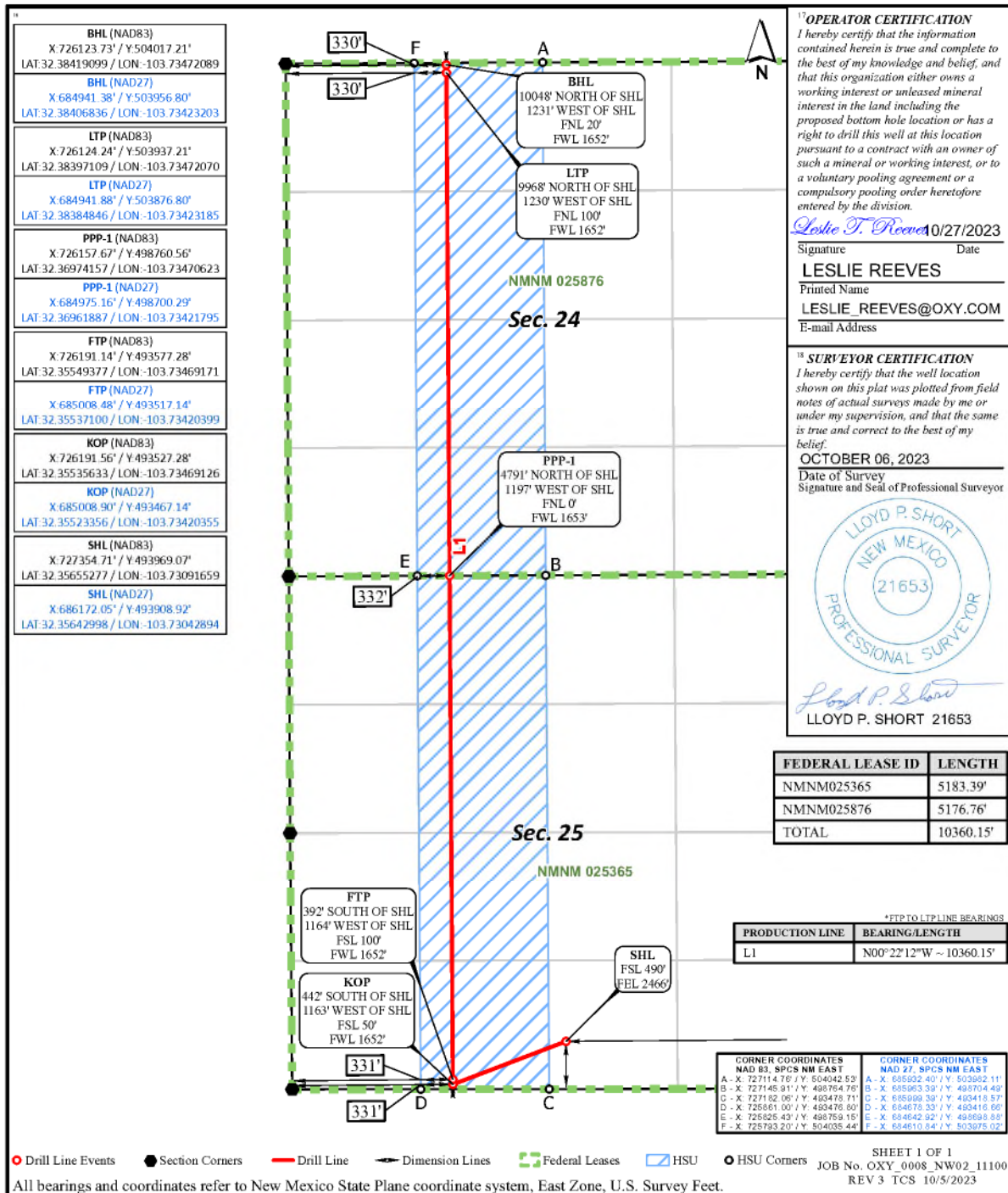
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	25	22S	31E		490'	SOUTH	2466'	EAST	EDDY

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	24	22S	31E		20'	NORTH	1652'	WEST	EDDY
¹² Dedicated Acres	¹³ Joint or In-fill	¹⁴ Consolidation Code	¹⁵ Order No.						
320.00									

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	² Pool Code	³ Pool Name
30-015-	39350	LIVINGSTON RIDGE; BONE SPRING
⁴ Property Code	⁵ Property Name	⁶ Well Number
	NOW I WON 24 24 FED COM	74H
⁷ OGRID No.	⁸ Operator Name	⁹ Elevation
16696	OXY USA INC.	3545'

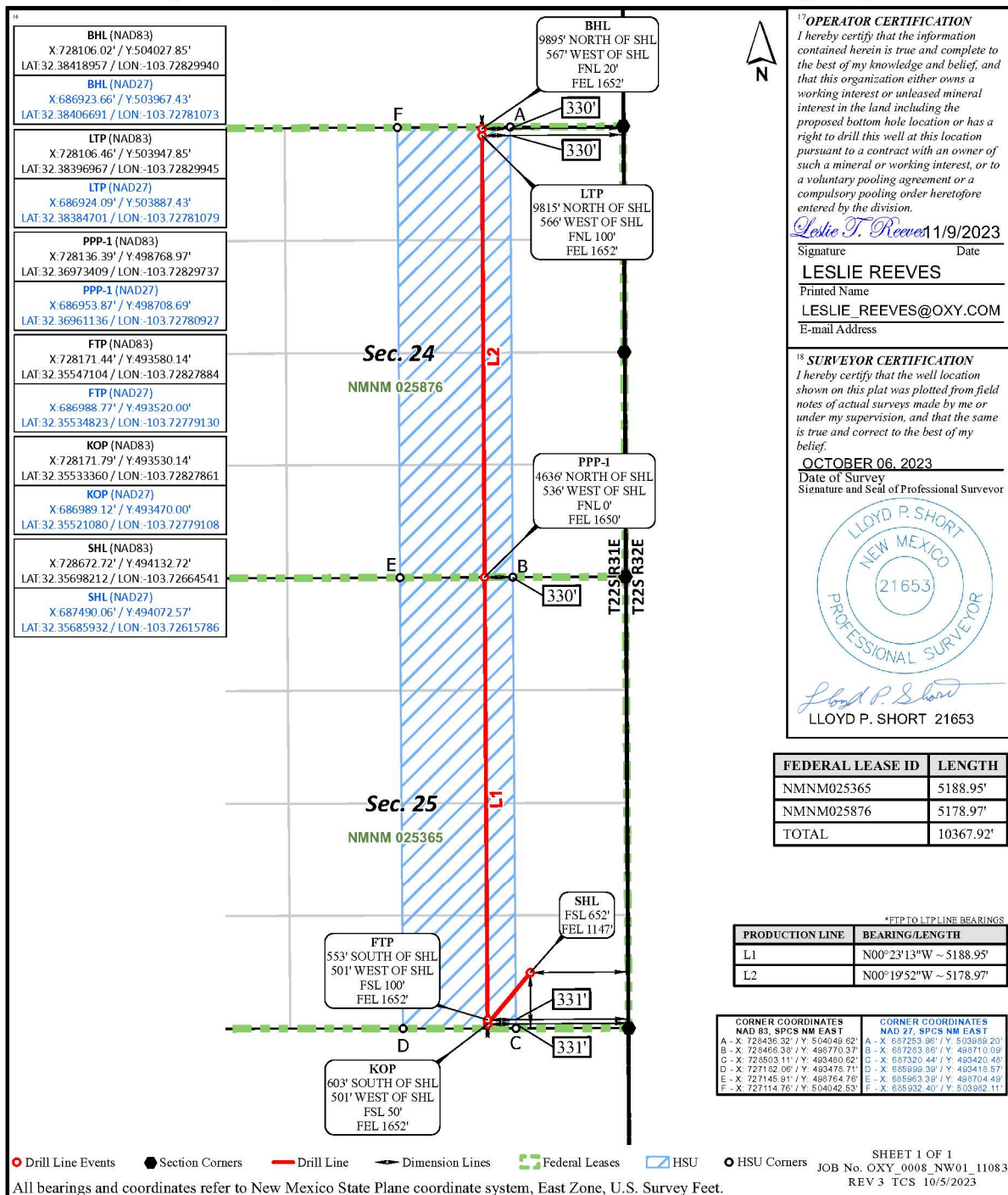
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	25	22S	31E		652'	SOUTH	1147'	EAST	EDDY

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	24	22S	31E		20'	NORTH	1652'	EAST	EDDY
¹² Dedicated Acres	¹³ Joint or In-fill	¹⁴ Consolidation Code	¹⁵ Order No.						
320.00									

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.



MAILED 01/25/2024

To Company Name	To Name	To Address Line 1	To City	To State	To ZIP	Tracking Number
	Andrew J Foster	1807 Duke Drive	Richardson	TX	75081	_9414811898765405772495
	Ard Oil LTD	PO Box 101027	FORT WORTH	TX	76185	_9414811898765405770262
Attn NOJV Land Delaware Basin	Chevron USA Inc	6301 Deauville	MIDLAND	TX	79705	_9414811898765405772402
	Colburn Oil LP	PO Box 2524	Midland	TX	79702	_9414811898765405772099
Diane Hanley	Delmar Hudson Lewis Living Trust	PO Box 840738	Dallas	TX	75284	_9414811898765405772556
	Galley NM Assets LLC	5909 West Loop S Suite 520	BELLAIRE	TX	77401	_9414811898765405772440
	Javelina Partners	616 Texas Street	FORT WORTH	TX	76102	_9414811898765405772518
Frost Bank	Josephine T Hudson Testamentary Trust	616 Texas Street	Fort Worth	TX	76102	_9414811898765405772587
	KMF Land LLC	1401 Lawrence St Ste 1700	Denver	CO	80202	_9414811898765405772549
	Lanell Joy Honeyman	26 Meadow Brook Pl	The Woodlands	TX	77382	_9414811898765405772570
Lanell Joy Honeyman Trustee	Leslie Robert Honeyman Trust	406 Skywood Circle	Midland	TX	79705	_9414811898765405770255
Francis Hill Hudson	Lindys Living Trust	215 W Bandera RD Suite 114 620	BOERNE	TX	78006	_9414811898765405772563
	Maven Royalty 2 LP	620 Texas Street Suite 300	Shreveport	LA	71101	_9414811898765405772020
	MSH Family Real Estate Partnership II LLC	4143 Maple Ave Suite 500	Dallas	TX	75219	_9414811898765405772457
	Paula F Jackson	1 Spruce Rd	Newton Square	PA	19073	_9414811898765405772334
	Pegasus Resources LLC	PO Box 733980	Dallas	TX	75373	_9414811898765405772341
	Santa Elena Minerals IV LP	PO Box 470788	FORT WORTH	TX	76147	_9414811898765405772488
	SMP Sidecar Titan Mineral Holdings LP	4143 Maple Ave Suite 500	Dallas	TX	75219	_9414811898765405772082
	SMP Titan Flex LP	4143 Maple Ave Suite 500	Dallas	TX	75219	_9414811898765405772464
	SMP Titan Mineral Holdings LP	4143 Maple Ave Suite 500	Dallas	TX	75219	_9414811898765405772075
	Springwood Minerals 6 LP	PO Box 3579	MIDLAND	TX	79702	_9414811898765405772433
	West Bend Energy Partners III LLC	1320 S University Drive Suite 701	Fort Worth	TX	76107	_9414811898765405772051
	Zorro Partners Ltd	616 Texas Street	Fort Worth	TX	76102	_9414811898765405772532



**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

January 25, 2024

Re: APPLICATION FOR POOL LEASE COMMINGLE & OFF-LEASE MEASUREMENT,
STORAGE AND SALES
Oil Commingling proposal for the Now I Won Wells at Red Tank 25 CPF in Eddy County, NM

Dear Interest Owner:

This is to advise you that OXY USA INC is filing a surface commingle permit for oil production for the Now I Won wells at the Lost Tank 25 CPF. A copy of the application submitted to the Division is attached. This request also includes future wells within the same pools and leases/CAs 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 Sandra Musallam at (713) 366-5106.

Respectfully,

A handwritten signature in black ink, appearing to read "SMusallam".

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

Carlsbad Current Argus.

PART OF THE USA TODAY NETWORK

Affidavit of Publication

Ad # 0005873295

This is not an invoice

OXY USA INC

5 GREENWAY PLAZA OFFICE 29.076

HOUSTON, TX 77046

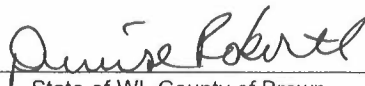
I, a legal clerk of the **Carlsbad Current Argus**, a newspaper published daily at the City of Carlsbad, in said county of Eddy, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements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

01/14/2024



Legal Clerk

Subscribed and sworn before me this January 14,
2024:



State of WI, County of Brown
NOTARY PUBLIC



My commission expires

DENISE ROBERTS
Notary Public
State of Wisconsin

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 a surface commingle permit for oil production at the Lost Tank 25 Facility. The facility is located in Eddy County in Section 25 in T22S R31E. Wells going to this facility are located in Sections 24 and 25 in T22S R31E. Production is from the Livingston Ridge; Bone Spring and WC-025 G-08 S243217P; UPR Wolfcamp 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.
#5873295, Current Argus,
January 14, 2024

Ad # 0005873295
PO #: 0005873295
of Affidavits 1

This is not an invoice

From: [Musallam, Sandra C](#)
To: [McClure, Dean, EMNRD](#); [Fortier, Eric](#)
Subject: [EXTERNAL] RE: Action ID: 314463; PLC-929
Date: Monday, April 29, 2024 6:05:15 PM
Attachments: [NowIWon25_24FedCom74H_c102_OCDPOOLCHGREO.pdf](#)
[NowIWon25_24FedCom74H_BLMsundrySubmitted4-8-2024.pdf](#)

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

Hello Dean,

Attached are the BLM sundry submittal and C102 for the pool correction to 98351 for Now I Won 25 24 Federal Com #74H.

Thank you!

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

From: McClure, Dean, EMNRD <Dean.McClure@emnrd.nm.gov>
Sent: Monday, April 29, 2024 5:30 PM
To: Musallam, Sandra C <Sandra_Musallam@oxy.com>; Fortier, Eric <Eric_Fortier@oxy.com>
Subject: [EXTERNAL] Action ID: 314463; PLC-929

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

To whom it may concern (c/o Sandra Musallam for Oxy USA, Inc),

The Division is reviewing the following application:

Action ID	314463
Admin No.	PLC-929
Applicant	Oxy USA, Inc. (16696)
Title	Lost Tank 25 CPF (OIL)
Sub. Date	2/14/2024

Please provide the following additional supplemental documents:

-

Please provide additional information regarding the following:

- Please confirm the intended pool for the following well and the current status of any sundries which may be in the process of being submitted in order to correct the pool. Currently it is assigned to pool 98248 in the system, but it should be assigned to pool 98351.

30-015-54734	Now I Won 25 24 Federal Com #74H	W/2 E/2 W/2 E/2	24-22S-31E 25-22S-31E	98351
--------------	-------------------------------------	--------------------	--------------------------	-------

-

Additional notes:

-

All additional supplemental documents and information may be provided via email and should be done by replying to this email. The produced email chain will be uploaded to the file for this application.

Please note that failure to take steps to address each of the requests made in this email within 10 business days of receipt of this email may result in the Division rejecting the application requiring the submittal of a new application by the applicant once it is prepared to address each of the topics raised.

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](#); [Fortier, Eric](#)
Subject: [EXTERNAL] RE: Action ID: 314463; PLC-929
Date: Tuesday, April 30, 2024 9:57:12 AM

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

Hello Dean,

The intent is to allocate these wells to the Unit PA once it is approved. All determining wells won't be drilled until end-2024, with commercial determination around mid-2025. An amendment to this commingle permit will be filed around September 2024 to add the other determining wells. The CAs for Sections 24 and 25 will be used if the commercial determination does not happen. Sorry for not clarifying this previously.

Thank you,

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

From: McClure, Dean, EMNRD <Dean.McClure@emnrn.gov>
Sent: Monday, April 29, 2024 5:37 PM
To: Musallam, Sandra C <Sandra_Musallam@oxy.com>; Fortier, Eric <Eric_Fortier@oxy.com>
Subject: [EXTERNAL] RE: Action ID: 314463; PLC-929

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

Additionally, are these wells going to be allocated to CAs or to PAs associated with the Olive Won Deep Federal Exploratory Unit (NMNM 106319137)?

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

From: McClure, Dean, EMNRD
Sent: Monday, April 29, 2024 4:30 PM
To: Musallam, Sandra C <Sandra_Musallam@oxy.com>; Fortier, Eric <Eric_Fortier@oxy.com>
Subject: Action ID: 314463; PLC-929

To whom it may concern (c/o Sandra Musallam for Oxy USA, Inc),

The Division is reviewing the following application:

Action ID	314463
Admin No.	PLC-929
Applicant	Oxy USA, Inc. (16696)
Title	Lost Tank 25 CPF (OIL)
Sub. Date	2/14/2024

Please provide the following additional supplemental documents:

-

Please provide additional information regarding the following:

- Please confirm the intended pool for the following well and the current status of any sundries which may be in the process of being submitted in order to correct the pool. Currently it is assigned to pool 98248 in the system, but it should be assigned to pool 98351.

30-015-54734	Now I Won 25 24 Federal Com #74H	W/2 E/2 W/2 E/2	24-22S-31E 25-22S-31E	98351
---------------------	---	----------------------------	----------------------------------	--------------

-

Additional notes:

-

All additional supplemental documents and information may be provided via email and should be done by replying to this email. The produced email chain will be uploaded to the file for this application.

Please note that failure to take steps to address each of the requests made in this email within 10 business days of receipt of this email may result in the Division rejecting the application requiring the submittal of a new application by the applicant once it is prepared to address each of the topics raised.

Dean McClure

Petroleum Engineer, Oil Conservation Division

New Mexico Energy, Minerals and Natural Resources Department

(505) 469-8211

Now I Won 25 24 Fed Com 35H

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of March, 2024 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 31 East, N.M.P.M.

E/2 E/2 of Sections 24 and 25, Eddy County, New Mexico

Containing **320.00** acres, and this agreement shall include only the **Wolfcamp Formation** underlying said lands and the crude oil and associated natural gas hereafter referred to as "communitized substances," producible from such formation.

Now I Won 25 24 Fed Com 35H

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,

Now I Won 25 24 Fed Com 35H

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 March 1, 2024, 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 2-year 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

Now I Won 25 24 Fed Com 35H

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. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

OXY USA INC.

Operator

Date

By: _____
Operator/Attorney-in-Fact

Now I Won 25 24 Fed Com 35H

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

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

Notary Public in and for the State of Texas

Now I Won 25 24 Fed Com 35H

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

OXY USA INC.

Date

By: _____
Name: _____
Title: Attorney-in-fact

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF HARRIS)

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

Notary Public in and for the State of Texas

Now I Won 25 24 Fed Com 35H

OXY USA WTP LIMITED PARTNERSHIP

Date

By: _____
Name: _____
Title: Attorney-in-fact

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____, 20_____, by _____, ATTORNEY-IN-FACT of **OXY USA WTP LIMITED PARTNERSHIP**, a Delaware limited partnership, on behalf of said limited partnership.

Notary Public in and for the State of Texas

Now I Won 25 24 Fed Com 35H

OXY Y-1 COMPANY

Date

By: _____
Name: _____
Title: Attorney-in-fact

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____
_____, 20____, by _____, ATTORNEY-IN-FACT of **OXY Y-1
COMPANY**, a New Mexico corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

CHEVRON USA INC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

This instrument was acknowledged before me on _____, 20_____, by _____, as _____ of _____, a _____, on behalf of said _____.

Notary Public in and for the State of _____
 Notary's Printed Name: _____
 Notary's Commission Expires: _____

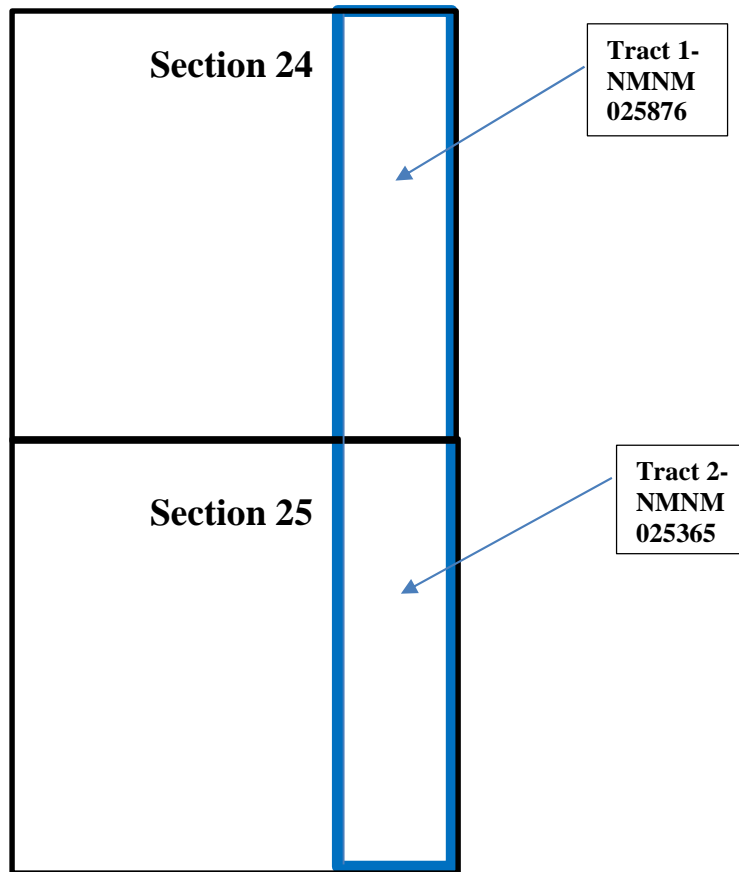
Now I Won 25 24 Fed Com 35H

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated March 1, 2024

Plat of communitized area covering **320.00** acres in **the E/2 E/2 of Sections 24 and 25, Township 22 South- Range 31 East N.M.P.M., Eddy County, New Mexico**

Now I Won 25 24 Fed Com 35H



Now I Won 25 24 Fed Com 35H

EXHIBIT "B"

To Communitization Agreement Dated March 1, 2024 embracing the following described
land in **the E/2 E/2 of Sections 24 and 25, Township 22 South- Range 31 East**
N.M.P.M., Eddy County, New Mexico

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTEDTract No. 1

Lease Serial Number: NMNM 025876

Description of Land Committed: Township 22 South, Range 31 East,
N.M.P.M., Eddy County, NM
Section 24: E/2 E/2

Number of Acres: 160.00

Current Lessee of Record: CHEVRON USA INC

Name of Working Interest Owners: OXY Y-1 COMPANY - 66.1792580%
OXY USA INC. - 32.3115042%
OXY USA WTP LIMITED
PARTNERSHIP - 1.5092378%

Tract No. 2

Lease Serial Number: NMNM 025365

Description of Land Committed: Township 22 South, Range 31 East,
N.M.P.M., Eddy County, NM
Section 25: E/2 E/2

Number of Acres: 160.00

Current Lessee of Record: OXY USA INC

Name of Working Interest Owners: OXY USA INC. - 100%

Now I Won 25 24 Fed Com 35H

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	50.0000%
2	160.00	50.0000%
Total	320.00	100.000%

Now I Won 25 24 Fed Com 37H
Now I Won 25 24 Fed Com 33H

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of March, 2024 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 31 East, N.M.P.M.

E/2 W/2 of Sections 24 and 25, Eddy County, New Mexico

Containing **320.00** acres, and this agreement shall include only the **Wolfcamp Formation** underlying said lands and the crude oil and associated natural gas hereafter referred to as "communitized substances," producible from such formation.

Now I Won 25 24 Fed Com 37H
Now I Won 25 24 Fed Com 33H

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,

Now I Won 25 24 Fed Com 37H
Now I Won 25 24 Fed Com 33H

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 March 1, 2024, 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 2-year 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

Now I Won 25 24 Fed Com 37H
Now I Won 25 24 Fed Com 33H

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. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

OXY USA INC.

Operator

Date

By:

Operator/Attorney-in-Fact

Now I Won 25 24 Fed Com 37H
Now I Won 25 24 Fed Com 33H

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

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

Notary Public in and for the State of Texas

Now I Won 25 24 Fed Com 37H
Now I Won 25 24 Fed Com 33H

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

OXY USA INC.

Date

By: _____
Name: _____
Title: Attorney-in-fact

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF HARRIS)

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

Notary Public in and for the State of Texas

Now I Won 25 24 Fed Com 37H
Now I Won 25 24 Fed Com 33H

OXY USA WTP LIMITED PARTNERSHIP

Date

By: _____
Name: _____
Title: Attorney-in-fact

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____, 20_____, by _____, ATTORNEY-IN-FACT of **OXY USA WTP LIMITED PARTNERSHIP**, a Delaware limited partnership, on behalf of said limited partnership.

Notary Public in and for the State of Texas

Now I Won 25 24 Fed Com 37H
Now I Won 25 24 Fed Com 33H

OXY Y-1 COMPANY

Date

By: _____
Name: _____
Title: Attorney-in-fact

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____
_____, 20____, by _____, ATTORNEY-IN-FACT of **OXY Y-1**
COMPANY, a New Mexico corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

Released to Imaging: 5/22/2024 4:57:14 PM

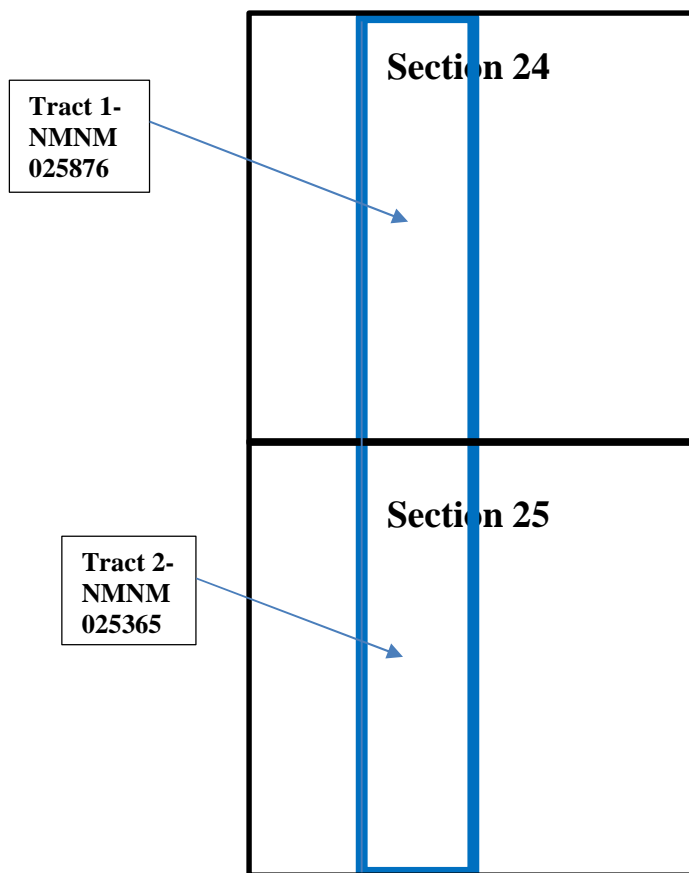
Now I Won 25 24 Fed Com 37H
Now I Won 25 24 Fed Com 33H

EXHIBIT “A”

Attached to and made a part of that Communitization Agreement dated March 1, 2024

Plat of communitized area covering **320.00** acres in **the E/2 W/2 of Sections 24 and 25, Township 22 South- Range 31 East N.M.P.M., Eddy County, New Mexico**

Now I Won 25 24 Fed Com 37H
Now I Won 25 24 Fed Com 33H



Now I Won 25 24 Fed Com 37H
Now I Won 25 24 Fed Com 33H

EXHIBIT "B"

To Communitization Agreement Dated March 1, 2024 embracing the following described
land in **the E/2 W/2 of Sections 24 and 25, Township 22 South- Range 31 East**
N.M.P.M., Eddy County, New Mexico

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: NMNM 025876

Description of Land Committed: Township 22 South, Range 31 East,
N.M.P.M., Eddy County, NM
Section 24: E/2 W/2

Number of Acres: 160.00

Current Lessee of Record: CHEVRON USA INC

Name of Working Interest Owners: OXY Y-1 COMPANY - 66.1792580%
OXY USA INC. - 32.3115042%
OXY USA WTP LIMITED
PARTNERSHIP - 1.5092378%

Tract No. 2

Lease Serial Number: NMNM 025365

Description of Land Committed: Township 22 South, Range 31 East,
N.M.P.M., Eddy County, NM
Section 25: E/2 W/2

Number of Acres: 160.00

Current Lessee of Record: OXY USA INC

Name of Working Interest Owners: OXY USA INC. - 100%

Now I Won 25 24 Fed Com 37H
Now I Won 25 24 Fed Com 33H

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	50.0000%
2	160.00	50.0000%
Total	320.00	100.000%

Now I Won 25 24 Fed Com 34H

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of March, 2024 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 31 East, N.M.P.M.

W/2 E/2 of Sections 24 and 25, Eddy County, New Mexico

Containing **320.00** acres, and this agreement shall include only the **Wolfcamp Formation** underlying said lands and the crude oil and associated natural gas hereafter referred to as "communitized substances," producible from such formation.

Now I Won 25 24 Fed Com 34H

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,

Now I Won 25 24 Fed Com 34H

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 March 1, 2024, 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 2-year 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

Now I Won 25 24 Fed Com 34H

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. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

OXY USA INC.

Operator

By: _____

Operator/Attorney-in-Fact

Date

Now I Won 25 24 Fed Com 34H

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

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

Notary Public in and for the State of Texas

Now I Won 25 24 Fed Com 34H

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

OXY USA INC.

Date

By: _____
Name: _____
Title: Attorney-in-fact

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF HARRIS)

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

Notary Public in and for the State of Texas

Now I Won 25 24 Fed Com 34H

OXY USA WTP LIMITED PARTNERSHIP

Date

By: _____
Name: _____
Title: Attorney-in-fact

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____, 20_____, by _____, ATTORNEY-IN-FACT of **OXY USA WTP LIMITED PARTNERSHIP**, a Delaware limited partnership, on behalf of said limited partnership.

Notary Public in and for the State of Texas

Now I Won 25 24 Fed Com 34H

OXY Y-1 COMPANY

Date

By: _____
Name: _____
Title: Attorney-in-fact

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____
_____, 20____, by _____, ATTORNEY-IN-FACT of **OXY Y-1**
COMPANY, a New Mexico corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

CHEVRON USA INC

By: _____
Name: _____
Title: _____

STATE OF _____)
)
COUNTY OF _____)

Notary Public in and for the State of _____
 Notary's Printed Name: _____
 Notary's Commission Expires: _____

Now I Won 25 24 Fed Com 34H

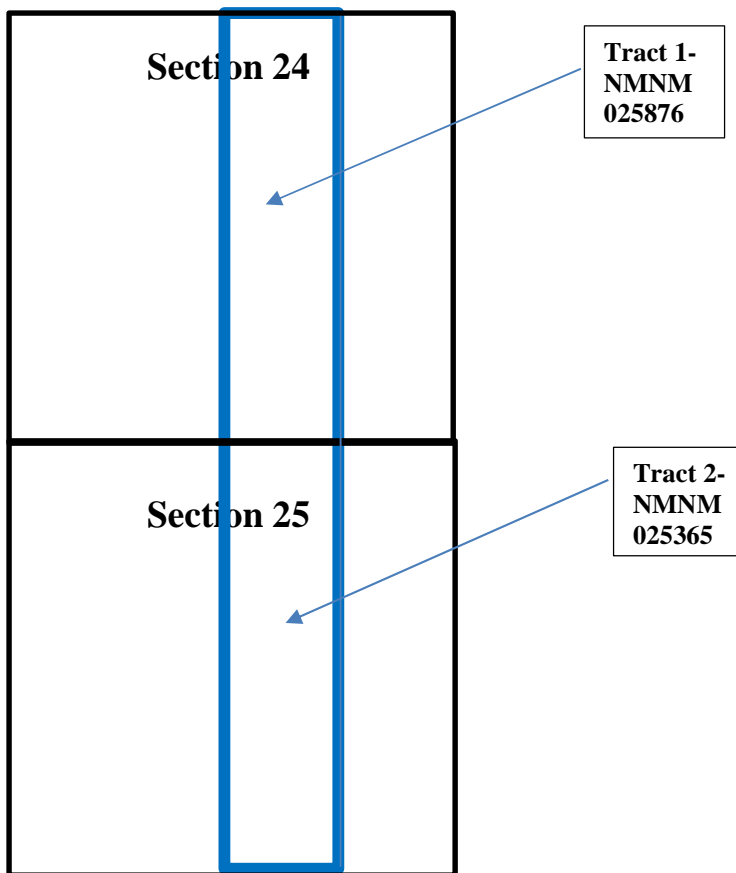
EXHIBIT “A”

Attached to and made a part of that Communitization Agreement dated March 1, 2024

Plat of communitized area covering **320.00** acres in **the W/2 E/2 of Sections 24 and 25, Township 22 South- Range 31 East N.M.P.M., Eddy County, New Mexico**

Now I Won 25 24 Fed Com 34H

Now I Won 25 24 Fed Com 74H



Now I Won 25 24 Fed Com 34H

EXHIBIT "B"

To Communitization Agreement Dated March 1, 2024 embracing the following described
land in **the W/2 E/2 of Sections 24 and 25, Township 22 South- Range 31 East**
N.M.P.M., Eddy County, New Mexico

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED**Tract No. 1**

Lease Serial Number:	NMNM 025876
Description of Land Committed:	Township 22 South, Range 31 East, N.M.P.M., Eddy County, NM Section 24: W/2 E/2
Number of Acres:	160.00
Current Lessee of Record:	CHEVRON USA INC
Name of Working Interest Owners:	OXY Y-1 COMPANY - 66.1792580% OXY USA INC. - 32.3115042% OXY USA WTP LIMITED PARTNERSHIP - 1.5092378%

Tract No. 2

Lease Serial Number:	NMNM 025365
Description of Land Committed:	Township 22 South, Range 31 East, N.M.P.M., Eddy County, NM Section 25: W/2 E/2
Number of Acres:	160.00
Current Lessee of Record:	OXY USA INC
Name of Working Interest Owners:	OXY USA INC. - 100%

Now I Won 25 24 Fed Com 34H

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	50.0000%
2	160.00	50.0000%
Total	320.00	100.000%

Now I Won 25 24 Fed Com 31H
Now I Won 25 24 Fed Com 32H

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of March, 2024 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 31 East, N.M.P.M.

W/2 W/2 of Sections 24 and 25, Eddy County, New Mexico

Containing **320.00** acres, and this agreement shall include only the **Wolfcamp Formation** underlying said lands and the crude oil and associated natural gas hereafter referred to as "communitized substances," producible from such formation.

Now I Won 25 24 Fed Com 31H
Now I Won 25 24 Fed Com 32H

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,

Now I Won 25 24 Fed Com 31H
Now I Won 25 24 Fed Com 32H

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 March 1, 2024, 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 2-year 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

Now I Won 25 24 Fed Com 31H
Now I Won 25 24 Fed Com 32H

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. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

OXY USA INC.

Operator

By: _____
Operator/Attorney-in-Fact

Date

Now I Won 25 24 Fed Com 31H
Now I Won 25 24 Fed Com 32H

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

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

Notary Public in and for the State of Texas

Now I Won 25 24 Fed Com 31H
Now I Won 25 24 Fed Com 32H

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

OXY USA INC.

Date

By: _____
Name: _____
Title: Attorney-in-fact

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF HARRIS)

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

Notary Public in and for the State of Texas

Now I Won 25 24 Fed Com 31H
Now I Won 25 24 Fed Com 32H

OXY USA WTP LIMITED PARTNERSHIP

Date By: _____
Name: _____
Title: Attorney-in-fact

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____, 20_____, by _____, ATTORNEY-IN-FACT of **OXY USA WTP LIMITED PARTNERSHIP**, a Delaware limited partnership, on behalf of said limited partnership.

Notary Public in and for the State of Texas

Now I Won 25 24 Fed Com 31H
Now I Won 25 24 Fed Com 32H

OXY Y-1 COMPANY

Date

By: _____
Name: _____
Title: Attorney-in-fact

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____
_____, 20____, by _____, ATTORNEY-IN-FACT of **OXY Y-1**
COMPANY, a New Mexico corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

CHEVRON USA INC

Date _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20_____, by _____, as _____ of _____, a _____, on behalf of said _____.

Notary Public in and for the State of _____
 Notary's Printed Name: _____
 Notary's Commission Expires: _____

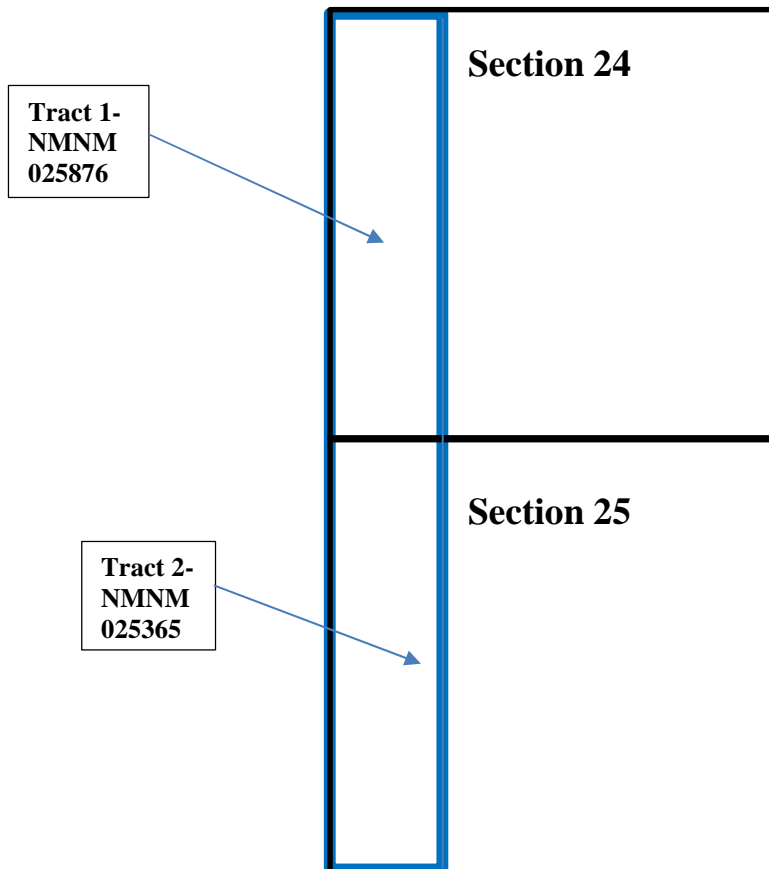
Now I Won 25 24 Fed Com 31H
Now I Won 25 24 Fed Com 32H

EXHIBIT “A”

Attached to and made a part of that Communitization Agreement dated March 1, 2024

Plat of communitized area covering **320.00** acres in **the W/2 W/2 of Sections 24 and 25, Township 22 South- Range 31 East N.M.P.M., Eddy County, New Mexico**

Now I Won 25 24 Fed Com 31H
Now I Won 25 24 Fed Com 32H



Now I Won 25 24 Fed Com 31H
Now I Won 25 24 Fed Com 32H

EXHIBIT "B"

To Communitization Agreement Dated March 1, 2024 embracing the following described
land in **the W/2 W/2 of Sections 24 and 25, Township 22 South- Range 31 East**
N.M.P.M., Eddy County, New Mexico

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: NMNM 025876

Description of Land Committed: Township 22 South, Range 31 East,
N.M.P.M., Eddy County, NM
Section 24: W/2 W/2

Number of Acres: 160.00

Current Lessee of Record: CHEVRON USA INC

Name of Working Interest Owners: OXY Y-1 COMPANY - 66.1792580%
OXY USA INC. - 32.3115042%
OXY USA WTP LIMITED
PARTNERSHIP - 1.5092378%

Tract No. 2

Lease Serial Number: NMNM 025365

Description of Land Committed: Township 22 South, Range 31 East,
N.M.P.M., Eddy County, NM
Section 25: W/2 W/2

Number of Acres: 160.00

Current Lessee of Record: OXY USA INC

Name of Working Interest Owners: OXY USA INC. - 100%

Now I Won 25 24 Fed Com 31H
Now I Won 25 24 Fed Com 32H

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	50.0000%
2	160.00	50.0000%
Total	320.00	100.000%

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
NOW I WON 25-	33H	3001554748	NMNM25365	NMNM25365	OXY USA
NOW I WON 25-	32H	3001554747	NMNM25365	NMNM25365	OXY USA
NOW I WON 25-	34H	3001554749	NMNM25365	NMNM25365	OXY USA
NOW I WON 25-	35H	3001554755	NMNM25365	NMNM25365	OXY USA
NOW I WON 25-	31H	3001554746	NMNM25365	NMNM25365	OXY USA
NOW I WON 25-	36H	3001554756	NMNM25365	NMNM25365	OXY USA
NOW I WON 25-	37H	3001554757	NMNM25365	NMNM25365	OXY USA
NOW I WON 25-	74H	3001554734	NMNM25365	NMNM25365	OXY USA

Notice of Intent

Sundry ID: 2778219

Type of Submission: Notice of Intent

Date Sundry Submitted: 03/06/2024

Date proposed operation will begin: 05/01/2024

Type of Action: Commingling (Surface)

Time Sundry Submitted: 03:12

Procedure Description: OXY requests approval according to 43 CFR 3173.14(a)(1)(i) to commingle production at the Lost Tank 25 CPF (Central Processing Facility). The facility has all CAs with 100% Federal interest at a 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. Attached is pertinent information including justification and allocation methodology.

Surface Disturbance

Is any additional surface disturbance proposed?: No

NOI Attachments

Procedure Description

LT25_I_Won_Wells_BLM_Submittal_2024.03_20240306151208.pdf

Conditions of Approval

Specialist Review

Surface_Commingling_COA_20240317133935.pdf

Operator

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

Operator Electronic Signature: SANDRA MUSALLAM

Signed on: MAR 06, 2024 03:12 PM

Name: OXY USA INCORPORATED

Title: Regulatory Engineer

Street Address: 5 GREENWAY PLAZA, SUITE 110

City: HOUSTONState: TX

Phone: (713) 366-5106

Email address: SANDRA_MUSALLAM@OXY.COM

Field

Representative Name:

Street Address:

City:State:Zip:

Phone:

Email address:

BLM Point of Contact

BLM POC Name: JONATHON W SHEPARD

BLM POC Title: Petroleum Engineer

BLM POC Phone: 5752345972

BLM POC Email Address: jshepard@blm.gov

Disposition: Approved

Disposition Date: 03/17/2024

Signature: Jonathon Shepard

From: [McClure, Dean, EMNRD](#) on behalf of [Engineer, OCD, EMNRD](#)
To: [Musallam, Sandra C](#); [Fortier, Eric](#)
Cc: [McClure, Dean, EMNRD](#); [Rikala, Ward, EMNRD](#); [Wrinkle, Justin, EMNRD](#); [Powell, Brandon, EMNRD](#); [Paradis, Kyle O](#); [Walls, Christopher](#)
Subject: Approved Administrative Order PLC-929
Date: Wednesday, May 22, 2024 4:46:20 PM
Attachments: [PLC929 Order.pdf](#)

NMOCD has issued Administrative Order PLC-929 which authorizes Oxy USA, Inc. (16696) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-54756	Now I Won 25 24 Federal Com #36H	E/2 E/2 E/2 E/2	24-22S-31E 25-22S-31E	39350
30-015-54746	Now I Won 25 24 Federal Com #31H	W/2 W/2 W/2 W/2	24-22S-31E 25-22S-31E	98351
30-015-54747	Now I Won 25 24 Federal Com #32H	W/2 W/2 W/2 W/2	24-22S-31E 25-22S-31E	98351
30-015-54748	Now I Won 25 24 Federal Com #33H	E/2 W/2 E/2 W/2	24-22S-31E 25-22S-31E	98351
30-015-54757	Now I Won 25 24 Federal Com #37H	E/2 W/2 E/2 W/2	24-22S-31E 25-22S-31E	98351
30-015-54749	Now I Won 25 24 Federal Com #34H	W/2 E/2 W/2 E/2	24-22S-31E 25-22S-31E	98351
30-015-54734	Now I Won 25 24 Federal Com #74H	W/2 E/2 W/2 E/2	24-22S-31E 25-22S-31E	98351
30-015-54755	Now I Won 25 24 Federal Com #35H	E/2 E/2 E/2 E/2	24-22S-31E 25-22S-31E	98351

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



PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

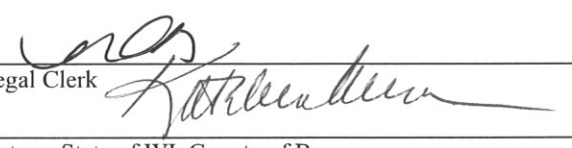
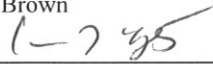
Attn: Sandra Musallam
Oxy Usa Inc
5 Greenway Plaza Ste 110
Houston TX 77046

STATE OF WISCONSIN, COUNTY OF BROWN

The Carlsbad Current Argus, a newspaper published in the city of Carlsbad, Eddy County, State of New Mexico, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

04/12/2024

and that the fees charged are legal.
Sworn to and subscribed before on 04/12/2024

Legal Clerk 
Notary, State of WI, County of Brown 

My commission expires
Publication Cost: \$58.90
Order No: 10061319 # of Copies:
Customer No: 1353459 0
PO #:

THIS IS NOT AN INVOICE!
Please do not use this form for payment remittance.

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Notice of Application for
Surface Commingling
OXY USA INC located at 5
Greenway Plaza, Suite 110
Houston TX 77046 is apply-
ing to the NMOCD for a
surface commingle permit
for oil production at the
Lost Tank 25 Facility. The
facility is located in Eddy
County in Section 25 in
T22S R31E. Wells going to
this facility are located in
Sections 24 and 25 in T22S
R31E. Production is from
the Livingston Ridge; Bone
Spring and WC
22S31E13; Wolfcamp 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.
#10061319, Current Argus,
April 12, 2024

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 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 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 If "Yes", please include the appropriate Order No.

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

☒ Yes ☐ No**(A) POOL COMMINGLING**

Please attach sheets with the following information

(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes
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) : ALLOCATION BY 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: Sandra Musallam TITLE: REGULATORY ENGINEER DATE: 01/10/2024

TYPE OR PRINT NAME: SANDRA MUSALLAM TELEPHONE NO.: 713-366-5106

E-MAIL ADDRESS: SANDRA_MUSALLAM@OXY.COM

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: NOW I WON 25_24 FED COM 31H & MULTIPLE **API:** 30-015-54746 & MULTIPLE
Pool: WC 22S31E13; WOLFCAMP & LIVINGSTON RIDGE; BONE SPRING **Pool Code:** 98351 & 39350

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

☐ 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.

04/09/2024

Date

SANDRA MUSALLAM

Print or Type Name

713-366-5106

Phone Number

SANDRA_MUSALLAM@OXY.COM

e-mail Address

Signature

APPLICATION FOR POOL & LEASE COMMINGLING, OFF-LEASE MEASUREMENT, STORAGE AND SALES

Commingling proposal for oil production for Now I Won Wells at the Lost Tank 25 CPF

OXY USA INC requests approval of pool and lease commingling, off-lease measurement, storage and sales for oil production from the wells listed below at the Lost Tank 25 CPF (K-25-T22S-R31E).

This commingle request also includes future wells within the same pools and leases/CAs of wells listed below.

POOL: LIVINGSTON RIDGE; BONE SPRING (39350) – CA PENDING 50% BLM 12.5% NRI (NMNM025876) & 50% BLM 12.5% NRI (NMNM025365)

WELL NAME	API NO.	SURFACE LOCATION	EST DATE ONLINE	EST BOPD	EST OIL GRAVITY	EST MSCFPD	EST BTU/CF	EST BWPD
E2 E2 SECTIONS 24 & 25								
NOW I WON 25_24 FED COM 36H	30-015-54756	P-25-22S-31E	May-24	2880	43.0	8000	1310	8000

Production estimates are average of first 6-month volumes

POOL: WC 22S31E13; WOLFCAMP (98351) – CAs PENDING 50% BLM 12.5% NRI (NMNM025876) & 50% BLM 12.5% NRI (NMNM025365)

WELL NAME	API NO.	SURFACE LOCATION	EST DATE ONLINE	EST BOPD	EST OIL GRAVITY	EST MSCFPD	EST BTU/CF	EST BWPD
W2 W2 SECTIONS 24 & 25								
NOW I WON 25_24 FED COM 31H	30-015-54746	N-25-22S-31E	May-24	2900	46.0	8000	1330	8000
NOW I WON 25_24 FED COM 32H	30-015-54747	N-25-22S-31E	May-24	2900	46.0	8000	1330	8000
E2 W2 SECTIONS 24 & 25								
NOW I WON 25_24 FED COM 33H	30-015-54748	O-25-22S-31E	May-24	2900	46.0	8000	1330	8000
NOW I WON 25_24 FED COM 37H	30-015-54757	O-25-22S-31E	May-24	2900	46.0	8000	1330	8000
W2 E2 SECTIONS 24 & 25								
NOW I WON 25_24 FED COM 34H	30-015-54749	O-25-22S-31E	May-24	2900	46.0	8000	1330	8000
NOW I WON 25_24 FED COM 74H	30-015-54734	P-25-22S-31E	May-24	2900	46.0	8000	1330	8000
E2 E2 SECTIONS 24 & 25								
NOW I WON 25_24 FED COM 35H	30-015-54755	P-25-22S-31E	May-24	2900	46.0	8000	1330	8000

Production estimates are average of first 6-month volumes

Process Description:

Production will flow to one of two three-phase production separators. Oil will then flow through an economizer then to an in-line heater before being sent to a VRT. It will then be pumped through LACTs, which will serve as the FMPs for BLM royalty payments and OXY's sales point.

Oil and gas production will be allocated back to each well based on well test. For testing purposes, the facility will be equipped with six permanent 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 will be measured at the orifice meter off the production and test separators and will be allocated back to the wells using the aforementioned well testing guidelines. The meters will serve as the BLM gas FMP for the purpose of BLM royalty payment, and then sent to sales. The gas commingle will be handled through PLC 844.

All water will be sent to the Lost 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.



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

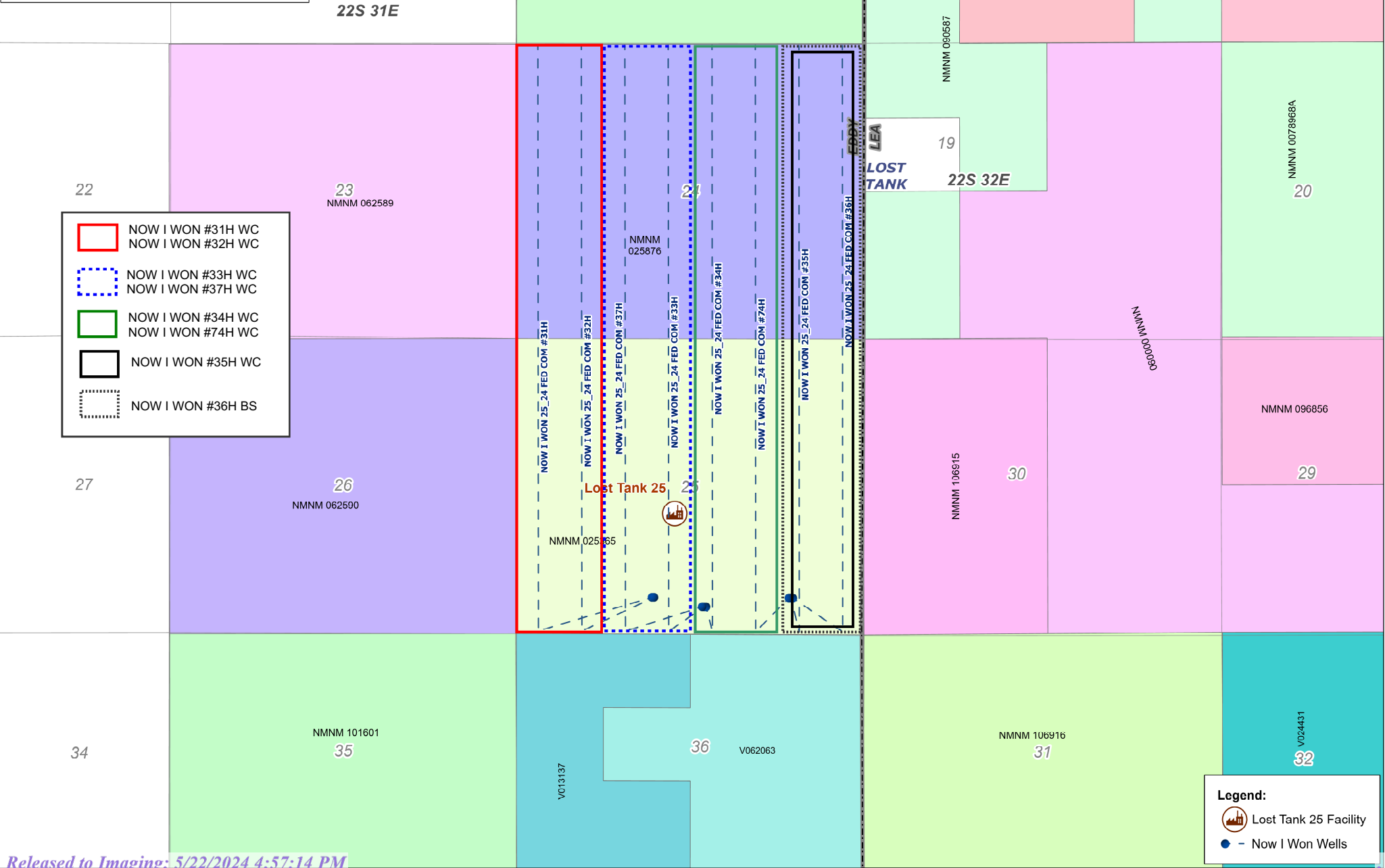
Pursuant to Statewide rule 19.15.12.10(C)(4)(g) OXY USA INC requests the option to include additional pools or leases within the defined parameters set forth in the Order for future additions.

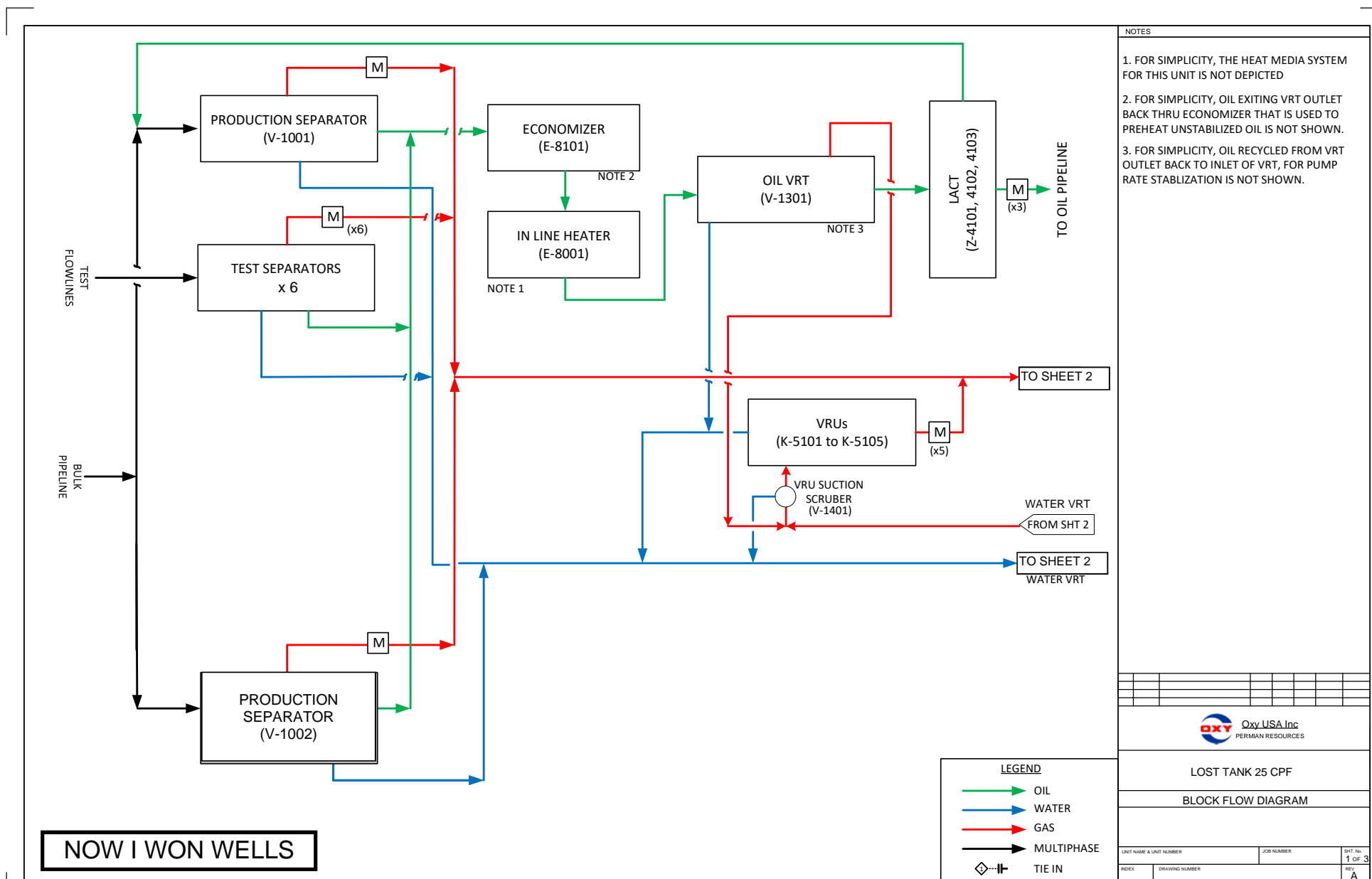
Commingling will not reduce the individual wells' production value or otherwise adversely affect the interest owners. It is the most effective means of producing the reserves.

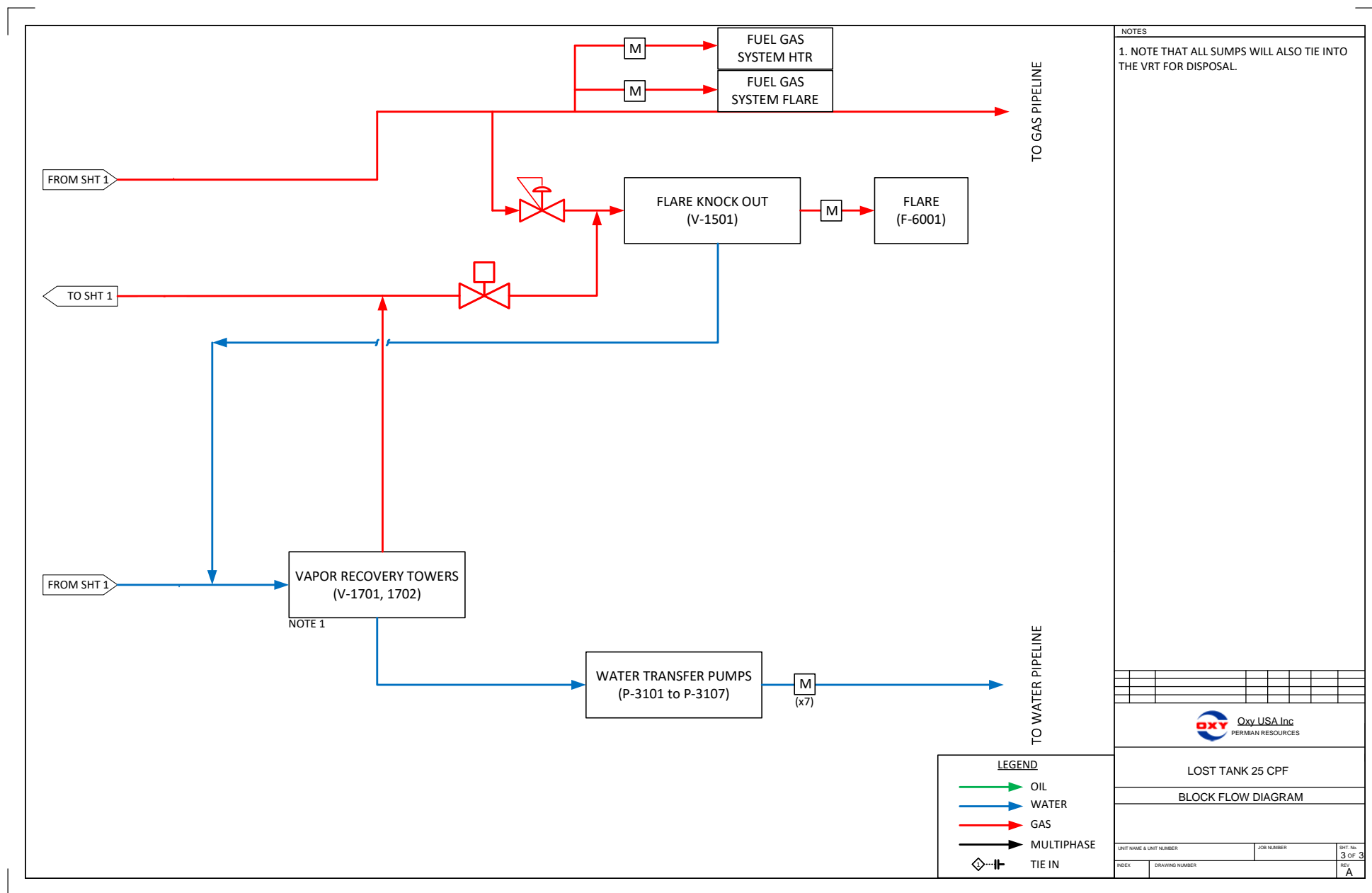
The surface commingle application will be submitted separately for approval per NMOCD and BLM regulations.

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.

		
<h2 style="text-align: center;">LOST TANK 25 & NOW I WON WELLS</h2>		
<p style="text-align: center;">NEW MEXICO</p>		
	Project: NAD27 Scale: 1:14,000	Last Update: 11/29/2023 Author: vym
<small> <p>Disclaimer: These illustrations, aerial photos, all notations and depictions thereon, and any related information ("data") are the confidential property of Occidental Petroleum Corporation and/or its affiliates and may not be reproduced, used, or distributed without prior written permission. The data is provided as a courtesy and is not intended to be used for general informational purposes only. OCCIDENTAL PETROLEUM CORPORATION MAKES NO REPRESENTATIONS REGARDING THE DATA AND DISCLAIMS ANY AND ALL IMPLIED AND EXPRESS WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, SUITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE DATA. ANYONE VIEWING THE DATA SHOULD INDEPENDENTLY VERIFY IT PRIOR TO TAKING ANY ACTION. ANY RELIANCE ON THE DATA FOR ANY PURPOSE WHATSOEVER IS AT THE SOLE RISK OF THE PARTY SO RELYING.</p> </small>		







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

30-015	API Number -54746	98351	22S31E13; Wolfcamp
335226	Property Code	NOW I WON 25 24 FED COM	
16696	OGRID No.	OXY USA INC.	
			Well Number 31H
			Elevation 3498'

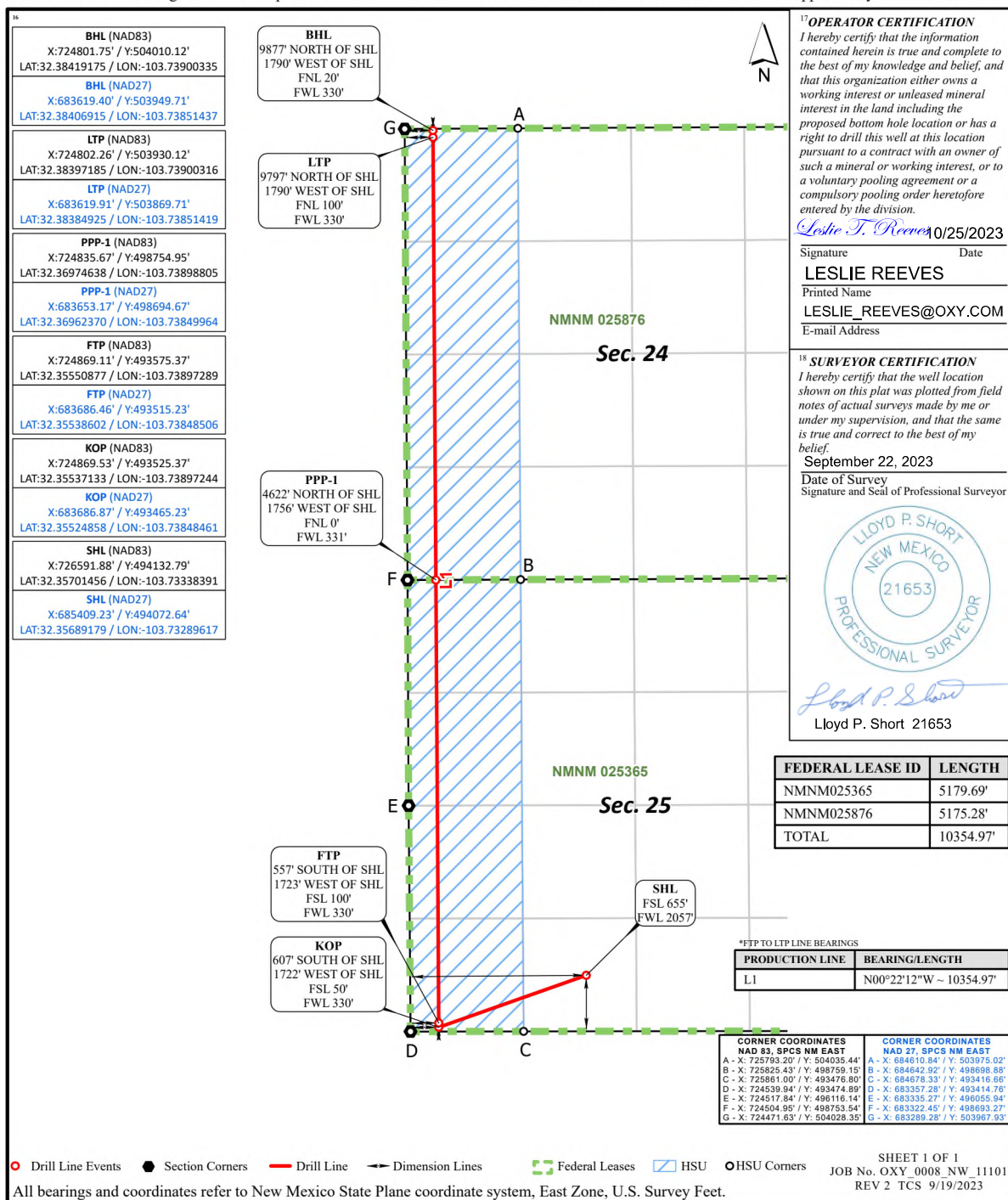
10 Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	25	22S	31E		655'	SOUTH	2057'	WEST	EDDY

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	24	22S	31E		20'	NORTH	330'	WEST	EDDY
320.00	Dedicated Acres								
	Joint or Infill								
	Consolidation Code								
	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 30-015-	² Pool Code 98248 98351	³ Pool Name WC 025 C 08 S243217P UPR WOLF CAMP 22S31E13; WOLFCAMP
⁴ Property Code	⁵ Property Name NOW I WON 25 24 FED COM	⁶ Well Number 74H
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁹ Elevation 3545'

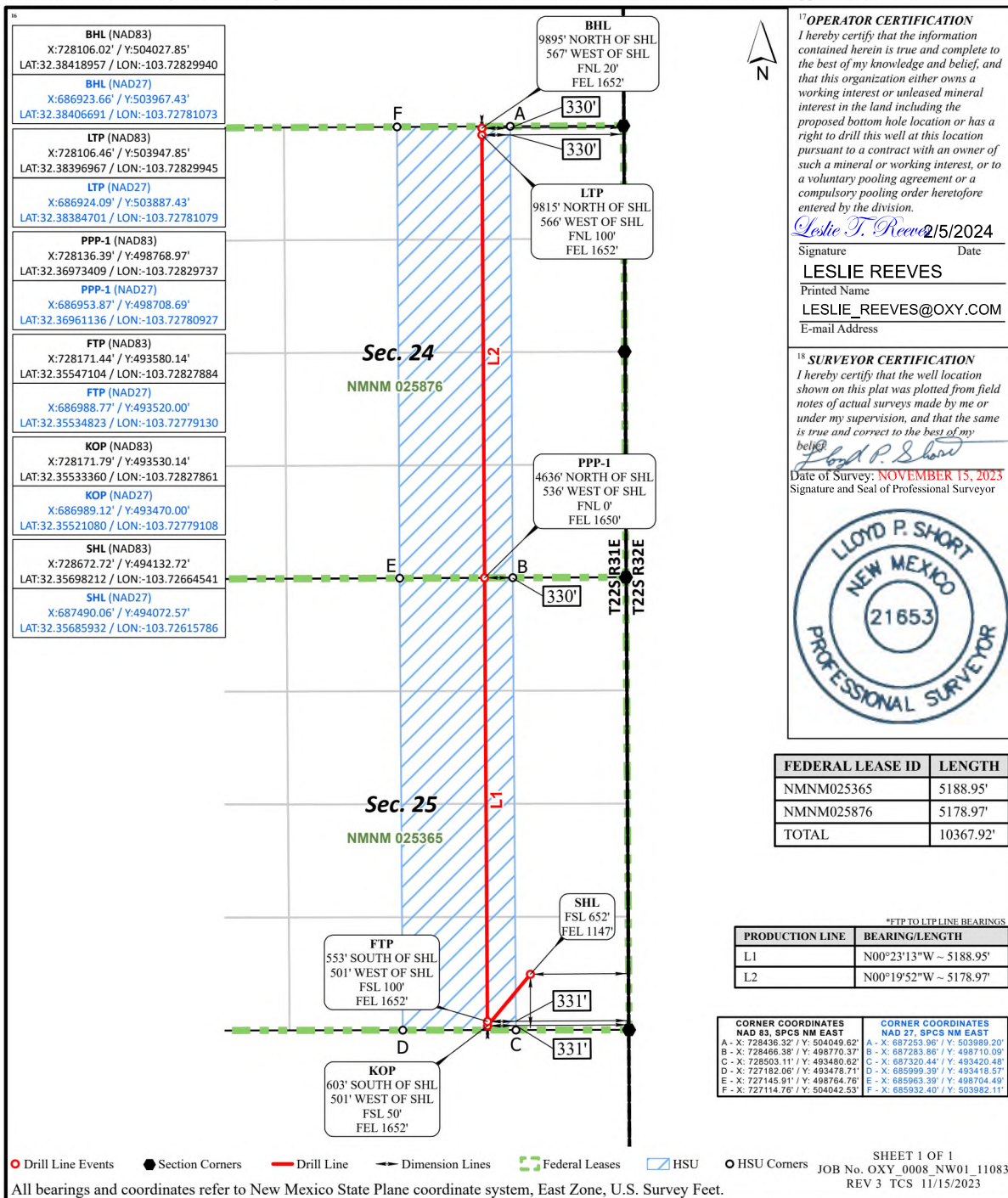
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	25	22S	31E		652'	SOUTH	1147'	EAST	EDDY

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	24	22S	31E		20'	NORTH	1652'	EAST	EDDY
¹² Dedicated Acres 320.00	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 30-015-54757	² Pool Code 98351	³ Well Name WC 22S31E13: Wolfcamp
⁴ Property Code 335226	⁵ Property Name NOW I WON 24 24 FED COM	
⁶ OGRID No. 16696	⁷ Operator Name OXY USA INC.	⁸ Well Number 37H
		⁹ Elevation 3509'

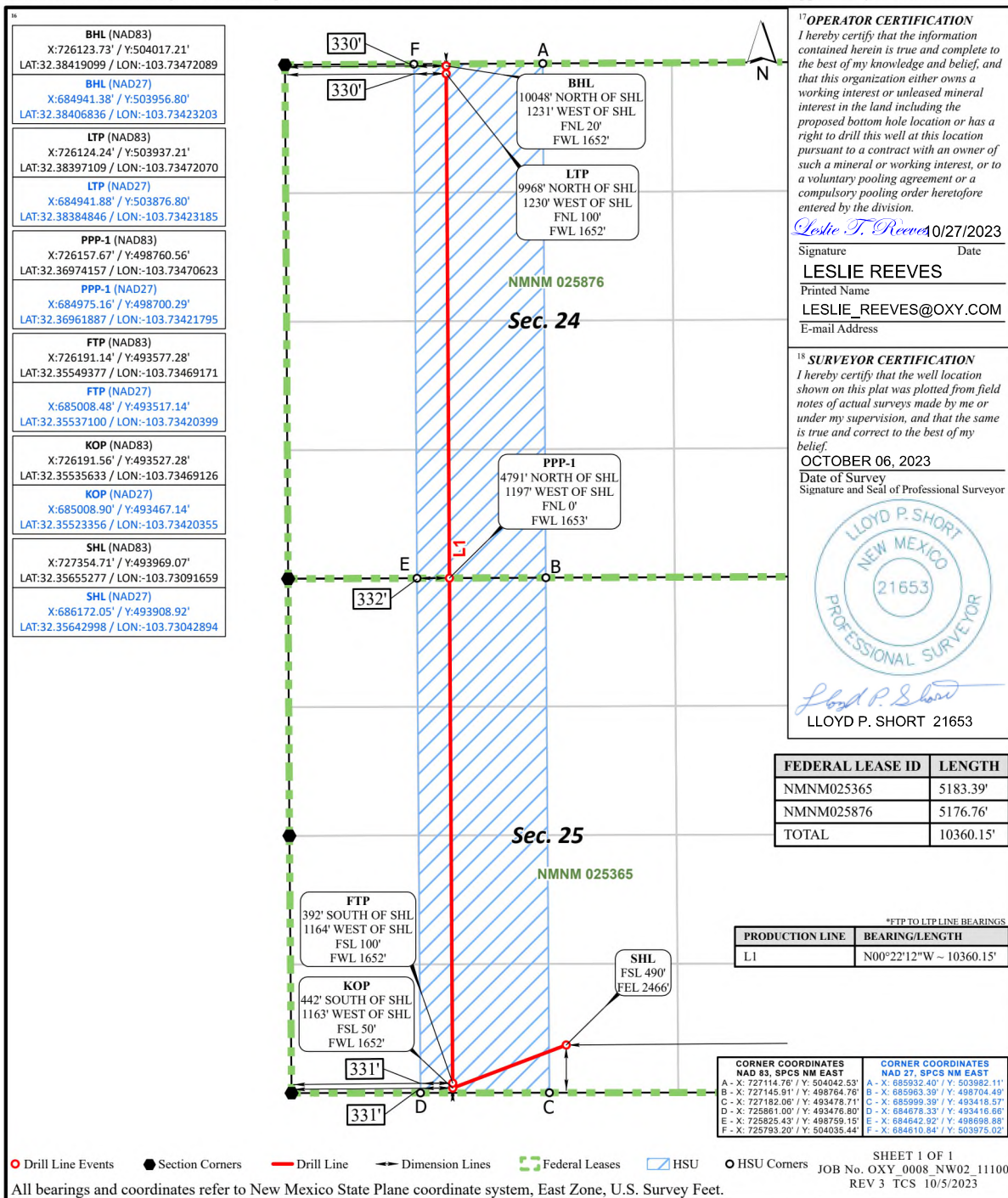
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	25	22S	31E		490'	SOUTH	2466'	EAST	EDDY

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	24	22S	31E		20'	NORTH	1652'	WEST	EDDY
¹² Dedicated Acres 320.00		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 30-015-	² Pool Code 39350	³ Pool Name LIVINGSTON RIDGE; BONE SPRING
⁴ Property Code NOW I WON 24 24 FED COM		
⁵ OGRID No. 16696	⁶ Operator Name OXY USA INC.	⁷ Well Number 36H ⁸ Elevation 3547'

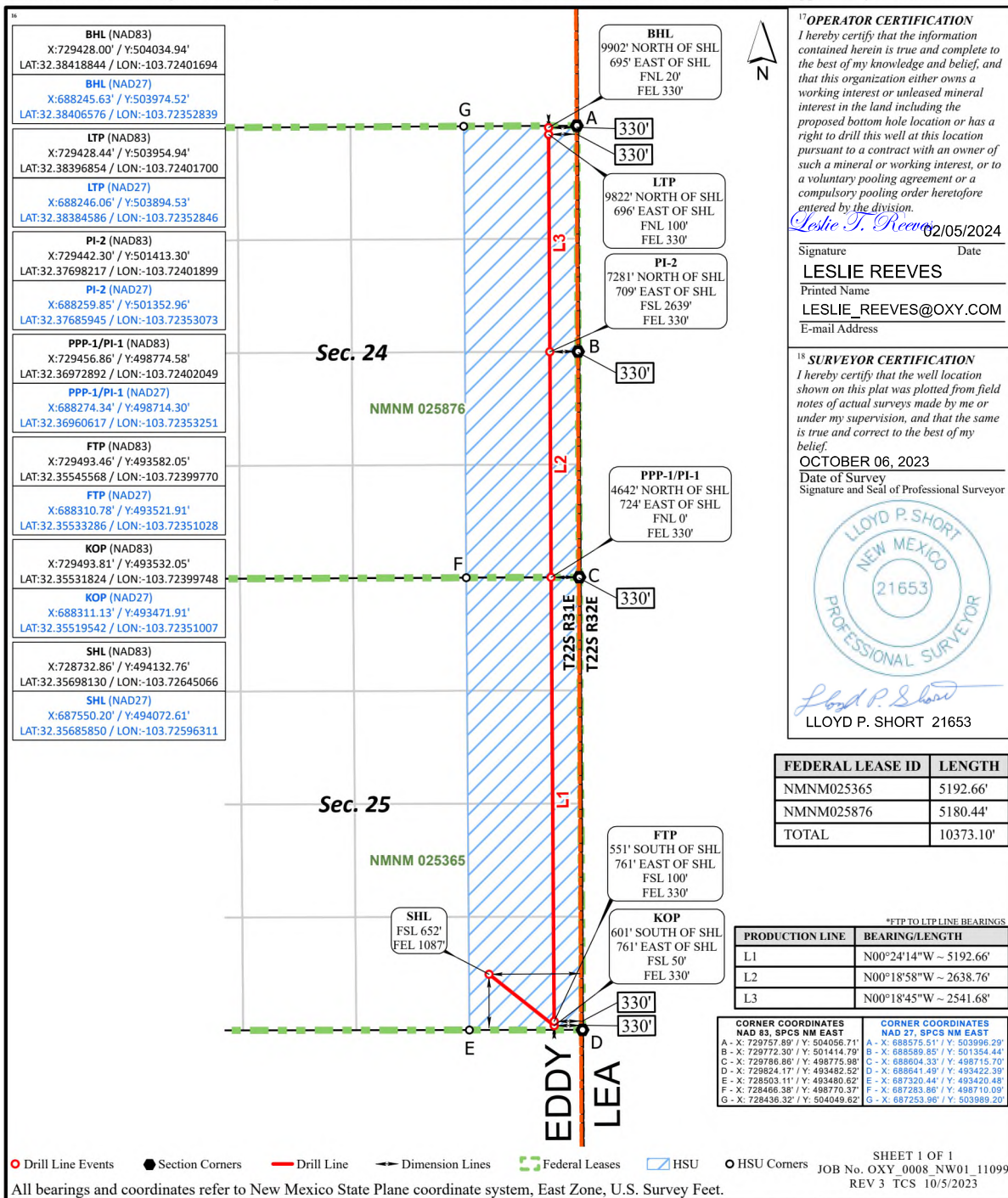
¹⁰ Surface Location

UL or lot no. P	Section 25	Township 22S	Range 31E	Lot Idn	Feet from the 652'	North/South line SOUTH	Feet from the 1087'	East/West line EAST	County EDDY
--------------------	---------------	-----------------	--------------	---------	-----------------------	---------------------------	------------------------	------------------------	----------------

¹¹ Bottom Hole Location If Different From Surface

UL or lot no. A	Section 24	Township 22S	Range 31E	Lot Idn	Feet from the 20'	North/South line NORTH	Feet from the 330'	East/West line EAST	County EDDY
¹² Dedicated Acres 320.00	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 30-015-54755	² Pool Code 98351	³ Pool Name WC 22S31E13: Wolfcamp
⁴ Property Code 335226	⁵ Property Name NOW I WON 25 24 FED COM	
⁶ Well Number 35H	⁷ Operator Name OXY USA INC.	
⁸ OGRID No. 16696	⁹ Elevation 3546'	

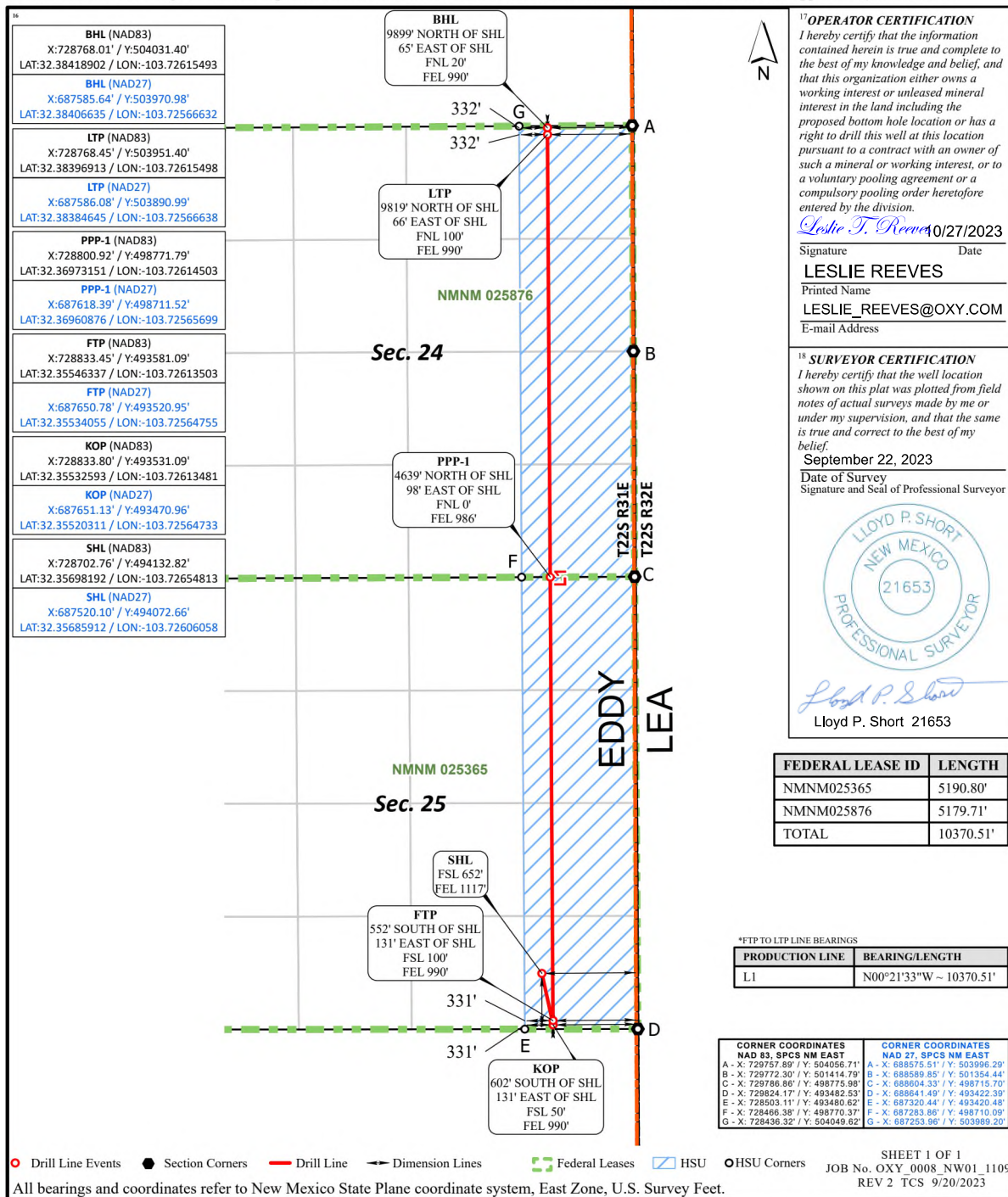
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	25	22S	31E		652'	SOUTH	1117'	EAST	EDDY

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	24	22S	31E		20'	NORTH	990'	EAST	EDDY
¹² Dedicated Acres 320.00	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

API Number 30-015- 54749	Basal Code 98351	Pool Name WC 22S31E13: Wolfcamp
Property Code 335226	NOW I WON 25 24 FED COM	
OGRID No. 16696	Operator Name OXY USA INC.	Well Number 34H
		Elevation 3511'

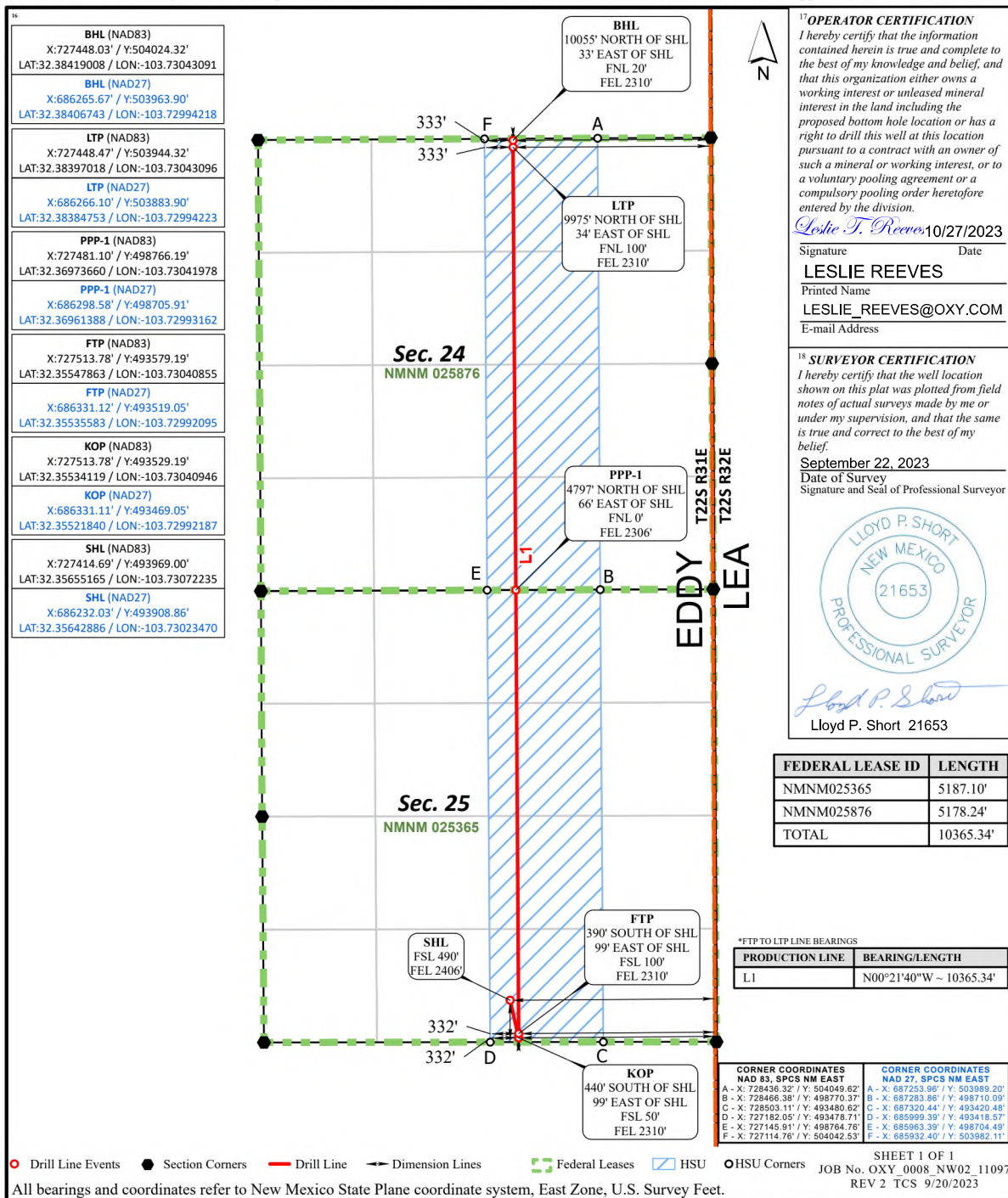
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	25	22S	31E		490'	SOUTH	2406'	EAST	EDDY

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	24	22S	31E		20'	NORTH	2310'	EAST	EDDY
¹² Dedicated Acres 320.00		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 30-015- 54748		² Basal Code 98351	WC 22S31E13; Wolfcamp
⁴ Property Code 335226	⁵ Property Name NOW I WON 25 24 FED COM		⁶ Well Number 33H
⁹ OGRID No. 16696	⁸ Operator Name OXY USA INC.		⁷ Elevation 3510'

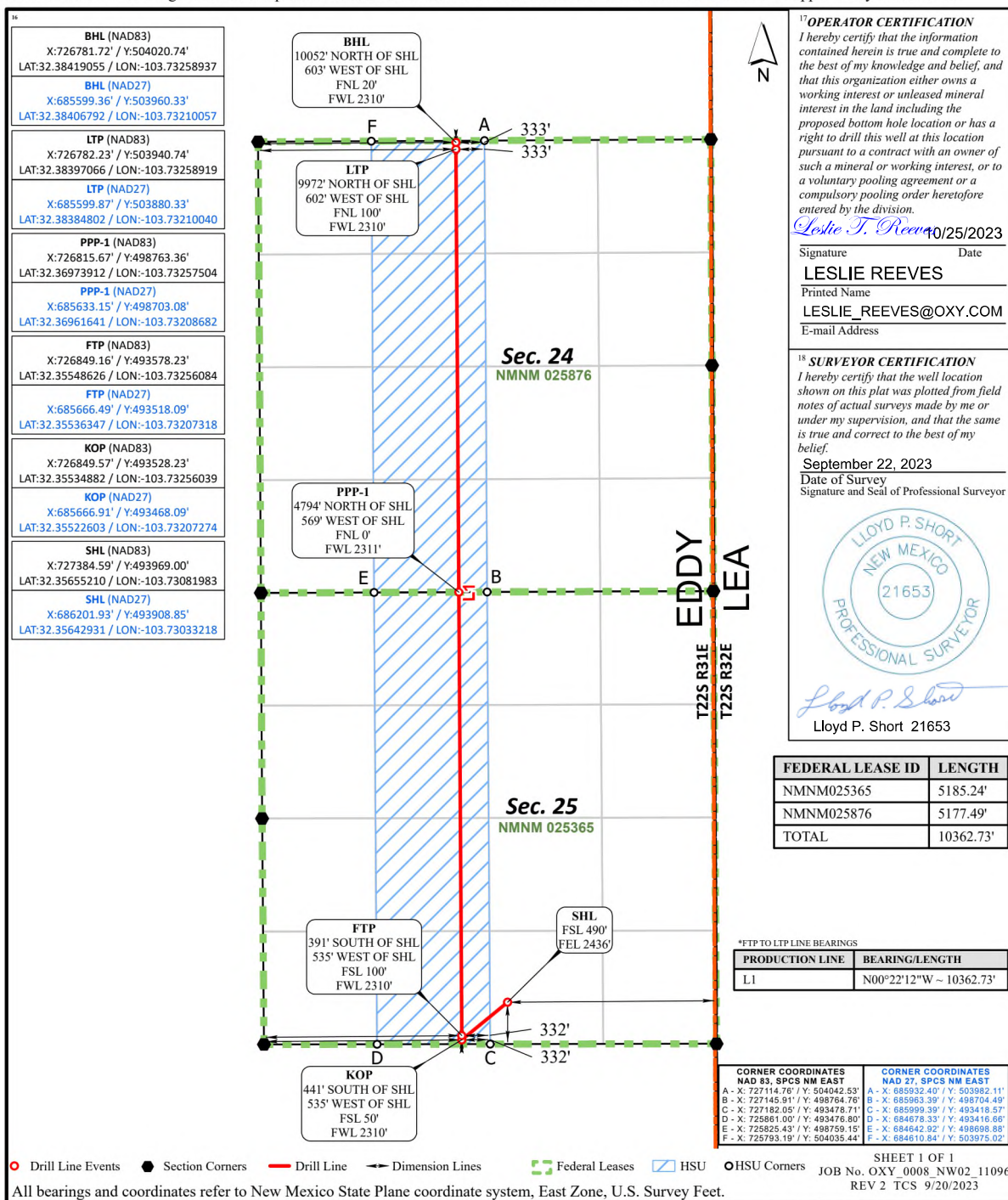
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	25	22S	31E		490'	SOUTH	2436'	EAST	EDDY

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	24	22S	31E		20'	NORTH	2310'	WEST	EDDY
¹² Dedicated Acres 320.00		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 30-015- 54747	² Pool Code 98351	³ Road Name WC 22S31E13: Wolfcamp
⁴ Property Code 335226	⁵ Property Name NOW I WON 25 24 FED COM	
⁶ Well Number 32H	⁷ Operator Name OXY USA INC.	
⁸ OGRID No. 16696	⁹ Elevation 3499'	

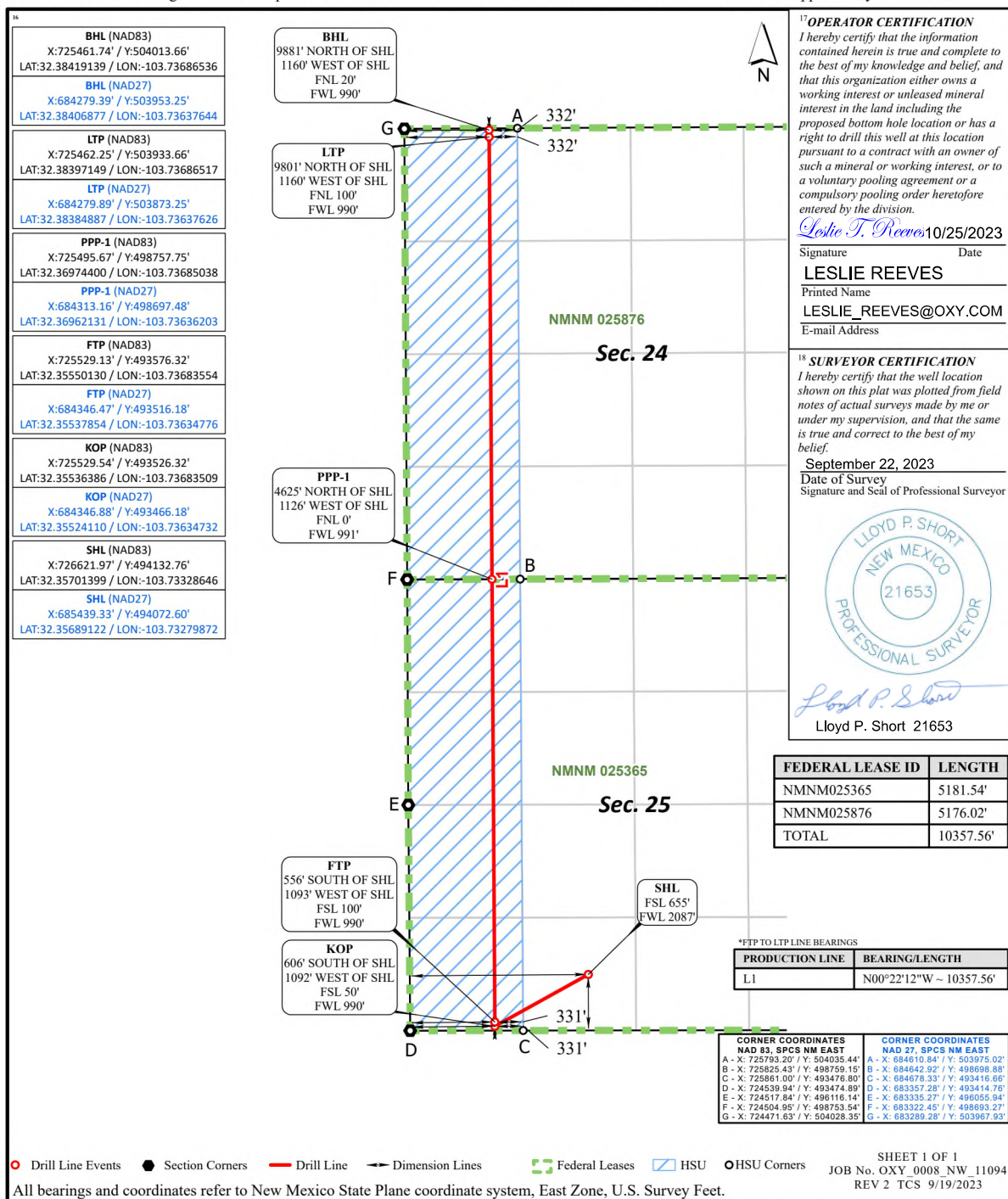
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	25	22S	31E		655'	SOUTH	2087'	WEST	EDDY

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	24	22S	31E		20'	NORTH	990'	WEST	EDDY
¹² Dedicated Acres 320.00	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.



MAILED 04/09/2024						
To Company Name	To Name	To Address Line 1	To City	To State	To ZIP	Tracking Number
	Pegasus Resources LLC	PO Box 733980	Dallas	TX	75373	_9414811898765406729429
	Paula F Jackson	1 Spruce Rd	Newton Square	PA	19073	_9414811898765406729405
	West Bend Energy Partners III LLC	1320 S University Drive Suite 701	Fort Worth	TX	76107	_9414811898765406729498
	Maven Royalty 2 LP	620 Texas Street Suite 300	Shreveport	LA	71101	_9414811898765406729481
	Colburn Oil LP	PO Box 2524	Midland	TX	79702	_9414811898765406729436
	SMP Sidecar Titan Mineral Holdings LP	4143 Maple Ave Suite 500	Dallas	TX	75219	_9414811898765406729474
	SMP Titan Mineral Holdings LP	4143 Maple Ave Suite 500	Dallas	TX	75219	_9414811898765406729566
	MSH Family Real Estate Partnership II LLC	4143 Maple Ave Suite 500	Dallas	TX	75219	_9414811898765406729528
	SMP Titan Flex LP	4143 Maple Ave Suite 500	Dallas	TX	75219	_9414811898765406729580
Attn NOJV Land Delaware Basin	Chevron USA Inc	6301 Deauville	MIDLAND	TX	79705	_9414811898765406729535
	Andrew J Foster	1807 Duke Drive	Richardson	TX	75081	_9414811898765406723212
	Galley NM Assets LLC	5909 West Loop S Suite 520	BELLAIRE	TX	77401	_9414811898765406723250
	Santa Elena Minerals IV LP	PO Box 470788	FORT WORTH	TX	76147	_9414811898765406723267
	Springwood Minerals 6 LP	PO Box 3579	MIDLAND	TX	79702	_9414811898765406723229
	Javelina Partners	616 Texas Street	FORT WORTH	TX	76102	_9414811898765406723298
Diane Hanley	Delmar Hudson Lewis Living Trust	PO Box 840738	Dallas	TX	75284	_9414811898765406723281
Francis Hill Hudson	Lindys Living Trust	215 W Bandera RD Suite 114 620	BOERNE	TX	78006	_9414811898765406723274
	Ard Oil LTD	PO Box 101027	FORT WORTH	TX	76085	_9414811898765406723816
	KMF Land LLC	1401 Lawrence St Ste 1700	Denver	CO	80202	_9414811898765406723854
Frost Bank	Josephine T Hudson Testamentary Trust	616 Texas Street	Fort Worth	TX	76102	_9414811898765406723861
	Zorro Partners Ltd	616 Texas Street	Fort Worth	TX	76102	_9414811898765406723823
	Lanell Joy Honeyman	26 Meadow Brook Pl	The Woodlands	TX	77382	_9414811898765406723892
Lanell Joy Honeyman Trustee	Leslie Robert Honeyman Trust	406 Skywood Circle	Midland	TX	79705	_9414811898765406723717



**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

April 9, 2024

Re: **APPLICATION FOR POOL LEASE COMMINGLE & OFF-LEASE MEASUREMENT,
STORAGE AND SALES**
Update to Oil Commingling proposal for the Now I Won Wells at Red Tank 25 CPF in Eddy
County, NM (Original Notification Mailed January 25, 2024)

Dear Interest Owner:

This is to advise you that OXY USA INC is updating the surface commingle permit for oil production for the Now I Won wells at the Lost Tank 25 CPF that was mailed to owners on January 25, 2024. Pools have been updated. The amended documents that reflect the updated pools are attached, as well as the original notification letter. This request also includes future wells within the same pools and leases/CAs of wells listed in the attached updated 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", written over a horizontal line.

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

Well Name: NOW I WON 25-24 FEDERAL COM	Well Location: T22S / R31E / SEC 25 / SESE / 32.3569821 / -103.7266454	County or Parish/State: EDDY / NM
Well Number: 74H	Type of Well: OIL WELL	Allottee or Tribe Name:
Lease Number: NMNM25365	Unit or CA Name:	Unit or CA Number:
US Well Number: 3001554734	Well Status: Drilling Well	Operator: OXY USA INCORPORATED

Notice of Intent

Sundry ID: 2783959

Type of Submission: Notice of Intent	Type of Action: APD Change
Date Sundry Submitted: 04/08/2024	Time Sundry Submitted: 01:59
Date proposed operation will begin: 04/08/2024	

Procedure Description: OXY USA Inc. respectfully request to amend the pool name from WC-025 G-08 S243217P; UPR WOLFCAMP to (98351) WC 22S31E13; WOLFCAMP. Per the attached OCD email, the pool was noted incorrectly on the previous sundry approval. The updated well plat is attached. There are no surface changes related to this sundry,

NOI Attachments

Procedure Description

- NowIWon25_24FedCom74H_c102_OCDPOOLCHGREQ_20240408135841.pdf
- NowIWon25_24FedCom74H_OCDPooChgEmailRequest_3_27_2024_20240408135831.pdf

Received by OCD: 2/14/2024 2:49:48 PM

Page 93 of 102

Well Name: NOW I WON 25-24 FEDERAL COM	Well Location: T22S / R31E / SEC 25 / SESE / 32.3569821 / -103.7266454	County or Parish/State: EDDY / NM
Well Number: 74H	Type of Well: OIL WELL	Allottee or Tribe Name:
Lease Number: NMNM25365	Unit or CA Name:	Unit or CA Number:
US Well Number: 3001554734	Well Status: Drilling Well	Operator: OXY USA INCORPORATED

Operator

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

Operator Electronic Signature: LESLIE REEVES

Signed on: APR 08, 2024 01:59 PM

Name: OXY USA INCORPORATED

Title: Advisor Regulatory

Street Address: 5 GREENWAY PLAZA, SUITE 110

City: HOUSTONState: TX

Phone: (713) 497-2492

Email address: LESLIE_REEVES@OXY.COM

Field

Representative Name:

Street Address:

City:State:Zip:

Phone:

Email address:

☐ AMENDED REPORT

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.



**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-929

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 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 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.
6. Applicant in the notice for the Application stated that it sought authorization prospectively include additional pools, leases, and wells in accordance with 19.15.12.10.C.(4)(g) NMAC but failed to identify adequate or acceptable parameters.
7. 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.
8. Applicant submitted or intends to submit one or more application(s) to the BLM or NMSLO, as applicable, to form or revise a participating area (“PA”) and has identified the acreage of each lease within each spacing unit (“Pooled Area”) to be included in the application(s), as described in Exhibit B.

CONCLUSIONS OF LAW

9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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 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. No later than sixty (60) days after the BLM or NMSLO, as applicable, approves Applicant's paying well determination for a well, Applicant shall submit to the BLM or NMSLO an application to form or revise a PA that includes the Pooled Area as defined in Applicant's Form C-102 and Exhibit B ("PA Application"). If Applicant fails to submit the PA Application, this Order shall terminate on the following day. No later than sixty (60) days

after the BLM or NMSLO approves or denies the PA Application, Applicant shall submit a Form C-103 to OCD with a copy of the decision. If Applicant withdraws or the BLM or NMSLO denies the PA Application, this Order shall terminate on the date of such action. If the BLM or NMSLO approves but modifies the PA Application, Applicant shall comply with the approved PA, 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 PA. 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 Pooled Area is included in a PA. After a Pooled Area is included in a PA, the oil production from the Pooled Area shall be allocated as required by the BLM's or NMSLO's, as applicable, approval of the PA, 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).
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**



DYLAN M. FUGE
DIRECTOR (ACTING)

DATE: 5/22/24

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-929

Operator: Oxy USA, Inc. (16696)

Central Tank Battery: Lost Tank 25 Central Processing Facility

Central Tank Battery Location: UL K, Section 25, Township 22 South, Range 31 East

Gas Title Transfer Meter Location:

Pools

Pool Name	Pool Code
LIVINGSTON RIDGE; BONE SPRING	39350
WC 22S31E13; WOLFCAMP	98351

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
NMNM 105700127 (025876)	All	24-22S-31E
NMNM 105464093 (025365)	All	25-22S-31E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-54756	Now I Won 25 24 Federal Com #36H	E/2 E/2	24-22S-31E	39350
		E/2 E/2	25-22S-31E	
30-015-54746	Now I Won 25 24 Federal Com #31H	W/2 W/2	24-22S-31E	98351
		W/2 W/2	25-22S-31E	
30-015-54747	Now I Won 25 24 Federal Com #32H	W/2 W/2	24-22S-31E	98351
		W/2 W/2	25-22S-31E	
30-015-54748	Now I Won 25 24 Federal Com #33H	E/2 W/2	24-22S-31E	98351
		E/2 W/2	25-22S-31E	
30-015-54757	Now I Won 25 24 Federal Com #37H	E/2 W/2	24-22S-31E	98351
		E/2 W/2	25-22S-31E	
30-015-54749	Now I Won 25 24 Federal Com #34H	W/2 E/2	24-22S-31E	98351
		W/2 E/2	25-22S-31E	
30-015-54734	Now I Won 25 24 Federal Com #74H	W/2 E/2	24-22S-31E	98351
		W/2 E/2	25-22S-31E	
30-015-54755	Now I Won 25 24 Federal Com #35H	E/2 E/2	24-22S-31E	98351
		E/2 E/2	25-22S-31E	

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit B

Order: PLC-929
Operator: Oxy USA, Inc. (16696)

Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
PA Bone Spring BLM	E/2 E/2	24-22S-31E	320	A
	E/2 E/2	25-22S-31E		
PA Wolfcamp BLM	W/2 W/2	24-22S-31E	320	B
	W/2 W/2	25-22S-31E		
PA Wolfcamp BLM	E/2 W/2	24-22S-31E	320	C
	E/2 W/2	25-22S-31E		
PA Wolfcamp BLM	W/2 E/2	24-22S-31E	320	D
	W/2 E/2	25-22S-31E		
PA Wolfcamp BLM	E/2 E/2	24-22S-31E	320	E
	E/2 E/2	25-22S-31E		

Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 105700127 (025876)	E/2 E/2	24-22S-31E	160	A
NMNM 105464093 (025365)	E/2 E/2	25-22S-31E	160	A
NMNM 105700127 (025876)	W/2 W/2	24-22S-31E	160	B
NMNM 105464093 (025365)	W/2 W/2	25-22S-31E	160	B
NMNM 105700127 (025876)	E/2 W/2	24-22S-31E	160	C
NMNM 105464093 (025365)	E/2 W/2	25-22S-31E	160	C
NMNM 105700127 (025876)	W/2 E/2	24-22S-31E	160	D
NMNM 105464093 (025365)	W/2 E/2	25-22S-31E	160	D
NMNM 105700127 (025876)	E/2 E/2	24-22S-31E	160	E
NMNM 105464093 (025365)	E/2 E/2	25-22S-31E	160	E

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 314463

CONDITIONS

Operator: OXY USA INC P.O. Box 4294 Houston, TX 772104294	OGRID: 16696
	Action Number: 314463
	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.	5/22/2024