



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

5 Greenway Plaza, Suite 110, Houston, Texas 77046  
P.O. Box 4294, Houston, Texas 77210-4294  
Direct: 713.497.2203  
Eric\_Fortier@Oxy.com

December 14, 2023

Re: Request for Pool and Lease Commingling and Off-lease Measurement and Sales for Gas Production at Facilities in Red Tank Area

- Taco Cat Battery – PLC 790
- Avogato Battery – PLC 596A
- Red Tank 27-28 OGS – OLM 269
- Red Tank 26 CPF Train #2 (Stack Cats) – CTB 1097
- Red Tank 26 CPF Train #1 (Llama Mall) – Pending Approval

Dear Interest Owner:

This is to advise you that OXY USA INC is filing an application with the NMOCD to commingle gas production at the facilities listed above. Each facility has a sales-quality orifice meter (BLM gas FMP or equivalent meter) that continuously measures gas volume before it leaves the facility. Any commingling of wells upstream of these meters has been approved according to the Orders for each individual facility (listed above).

*This commingle request includes the current and future wells in the leases and pools listed in the application. A copy of the application submitted to the Division is attached.*

Any objections or requests for a hearing regarding this application must be submitted to the New Mexico Oil Conservation Division Santa Fe Office within 20 Days from the date of this letter. Pursuant to Statewide rule 19.15.12.10(C)(4)(g) OXY USA INC requests the option to include additional pools or leases within the defined parameters set forth in the Order for future additions.

For questions regarding this application, please contact Eric Fortier at (713) 497-2203 or Eric\_Fortier@oxy.com.

Respectfully,

A handwritten signature in black ink, appearing to read 'Eric Fortier'.

**OXY USA INC**  
Eric Fortier  
Staff Regulatory Engineer  
Eric\_Fortier@oxy.com

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

State of New Mexico  
Energy, Minerals and Natural Resources Department

Form C-107-B  
Revised August 1, 2011

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

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

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

OPERATOR NAME: OXY USA INC.  
OPERATOR ADDRESS: PO BOX 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  Federal

Is this an Amendment to existing Order?  Yes  No If "Yes", please include the appropriate Order No. PLC 835C  
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) EACH FACILITY HAS A SALES QUALITY METER  
(5) Will commingling decrease the value of production?  Yes  No If "yes", describe why commingling should be approved

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

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

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

(1) Complete Sections A and E.

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

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

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

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

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

SIGNATURE:  TITLE: REGULATORY ENGINEER DATE: 12/14/2023

TYPE OR PRINT NAME ERIC FORTIER TELEPHONE NO.: (713) 497-2203

E-MAIL ADDRESS: ERIC\_FORTIER@OXY.COM

RECEIVED:	REVIEWER:	TYPE:	APP NO:
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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:** STACK CATS 25\_36 FED COM 22H & OTHERS **API:** 30-025-51752 & OTHERS  
**Pool:** WC-025 G-08 S223227D;UPPER WOLFCAMP & OTHERS **Pool Code:** 98286 & OTHERS

**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   - Amendment to PLC 835C  
 [ 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

<b>FOR OCD ONLY</b>
<input type="checkbox"/> Notice Complete
<input type="checkbox"/> 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.**

ERIC FORTIER

Print or Type Name

Signature

12/14/2023  
Date

(713) 497-2203  
Phone Number

ERIC\_FORTIER@OXY.COM  
e-mail Address

**APPLICATION FOR POOL LEASE COMMINGLE & OFF-LEASE MEASUREMENT AND SALES  
Gas Production at Various Facilities in Red Tank Area**

OXY USA INC requests approval for an amendment to PLC 835C for gas production for the facilities listed below. The gas sales meter is located at A-30-22S-33E.

**Each facility has a sales-quality orifice meter (BLM gas FMP or equivalent meter) that continuously measures gas volume before it leaves the facility.** Any commingling of wells upstream of these meters has been approved according to the Commingle Orders for each individual facility (listed below).

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

**NEW FACILITIES**

**Red Tank 26 CPF Train #2 (G-26-T22S-R32E)**

**Allocation by well test is pending approval for new wells**

<b>Red Tank 26 Train #2 (Stack Cats) - New</b>	<b>Pending</b>
<b>Wells to be Added</b>	<b>API</b>
Stack Cats 25-36 Federal Com 22H	30-025-51752
Stack Cats 25-36 Federal Com 23H	30-025-51753
Stack Cats 25-36 Federal Com 24H	30-025-51754
Stack Cats 25-36 Federal Com 25H	30-025-51755
Stack Cats 25-36 Federal Com 26H	30-025-51756
<b>Red Tank 26 Train #2 (Stack Cats) - Existing</b>	<b>CTB 1097</b>
<b>Wells Existing at Facility</b>	<b>API</b>
Stack Cats 25-36 Federal Com 31H	30-025-50949
Stack Cats 25-36 Federal Com 32H	30-025-50950
Stack Cats 25-36 Federal Com 33H	30-025-50951
Stack Cats 25-36 Federal Com 34H	30-025-50952
Stack Cats 25-36 Federal Com 311H	30-025-50953
Stack Cats 25-36 Federal Com 312H	30-025-50954
Stack Cats 25-36 Federal Com 313H	30-025-50955

**EXISTING FACILITIES**

**Red Tank 26 CPF Train #1 (G-26-T22S-R32E)**

**Allocation by well test is approved per Order PLC 920**

<b>Red Tank 26 Train #1 (Llama Mall)</b>	<b>PLC 920</b>
<b>Wells</b>	<b>API</b>
LLAMA MALL 26_35 FED COM 21H	30-025-50098
LLAMA MALL 26_35 FED COM 22H	30-025-50305
LLAMA MALL 26_35 FED COM 23H	30-025-50306
LLAMA MALL 26_35 FED COM 24H	30-025-50307
LLAMA MALL 26_35 FED COM 25H	30-025-50308

LLAMA MALL 26_35 FED COM 26H	30-025-50309
LLAMA MALL 26_35 FED COM 311H	30-025-50375
LLAMA MALL 26_35 FED COM 312H	30-025-50300
LLAMA MALL 26_35 FED COM 313H	30-025-50301
LLAMA MALL 26_35 FED COM 31H	30-025-50099
LLAMA MALL 26_35 FED COM 32H	30-025-50310
LLAMA MALL 26_35 FED COM 33H	30-025-50311
LLAMA MALL 26_35 FED COM 34H	30-025-50298
LLAMA MALL 26_35 FED COM 35H	30-025-50299

**Red Tank 27-28 OGS (E-27-T22S-R32E)**

**Allocation by well test is approved per Order OLM 269**

<b>RED TANK 27-28 OGS</b>	<b>OLM 269</b>
<b>WELL</b>	<b>API</b>
PAW SWAP 12_36 FED COM 11H	30-025-50765
PAW SWAP 12_36 FED COM 21H	30-025-50766

**Taco Cat Battery (E 27 T22S R32E)**

**Allocation by well test is approved per Order PLC 790**

<b>TACO CAT BATTERY</b>	<b>PLC 790</b>
<b>WELL</b>	<b>API</b>
TACO CAT 27 34 FEDERAL COM #011H	30-025-44933
TACO CAT 27 34 FEDERAL COM #021H	30-025-44934
TACO CAT 27 34 FEDERAL COM #031H	30-025-44935
TACO CAT 27 34 FEDERAL COM #024H	30-025-46949
TACO CAT 27 34 FEDERAL COM #025H	30-025-46934
TACO CAT 27 34 FEDERAL COM #026H	30-025-46935
TACO CAT 27 34 FEDERAL COM #032H	30-025-46925
TACO CAT 27 34 FEDERAL COM #034H	30-025-46936
TACO CAT 27 34 FEDERAL COM #033H	30-025-46926
TACO CAT 27 34 FEDERAL COM #035H	30-025-46937

**Avogato Battery (A 30 T2S R33E)**  
**Allocation by well test is approved per Order PLC 596D**

<b>Avogato Battery</b>		<b>PLC 596D</b>
<b>Well</b>	<b>API</b>	
RED TANK 31 STATE 5H		30-025-41885
SENILE FELINES 18_7 STATE COM 21H		30-025-48745
SENILE FELINES 18_7 STATE COM 22H		30-025-48746
SENILE FELINES 18_7 STATE COM 24H		30-025-48748
SENILE FELINES 18_7 STATE COM 25H		30-025-48749
SENILE FELINES 18_7 STATE COM 26H		30-025-48750
SENILE FELINES 18_7 STATE COM 31H		30-025-48751
SENILE FELINES 18_7 STATE COM 311H		30-025-48756
SENILE FELINES 18_7 STATE COM 312H		30-025-48758
SENILE FELINES 18_7 STATE COM 34H		30-025-48754
SENILE FELINES 18_7 STATE COM 313H		30-025-48757
SENILE FELINES 18_7 STATE COM 35H		30-025-48755
SENILE FELINES 18_7 STATE COM 23H		30-025-48747
SENILE FELINES 18_7 STATE COM 32H		30-025-48752
RED TANK 30-31 STATE COM 14H		30-025-44193
RED TANK 30-31 STATE COM 24Y		30-025-44161
RED TANK 30-31 STATE COM 34H		30-025-44063
AVOGATO 30 31 STATE COM 4H		30-025-45923
AVOGATO 30 31 STATE COM 14H		30-025-45959
AVOGATO 30 31 STATE COM 24H		30-025-45960
AVOGATO 30 31 STATE COM 25H		30-025-45961
AVOGATO 30 31 STATE COM 34H		30-025-45930
AVOGATO 30 31 STATE COM 74H		30-025-45964
AVOGATO 30 31 STATE COM 35H		30-025-45931
AVOGATO 30 31 STATE COM 11H		30-025-45956
AVOGATO 30 31 STATE COM 12H		30-025-45957
AVOGATO 30 31 STATE COM 13H		30-025-45958
AVOGATO 30 31 STATE COM 21H		30-025-45924
AVOGATO 30 31 STATE COM 22H		30-025-45925
AVOGATO 30 31 STATE COM 23H		30-025-45926
AVOGATO 30 31 STATE COM 31H		30-025-45929
AVOGATO 30 31 STATE COM 33H		30-025-45928
AVOGATO 30 31 STATE COM 32H		30-025-45927
AVOGATO 30 31 STATE COM 1H		30-025-51696
AVOGATO 30 31 STATE COM 2H		30-025-51340
AVOGATO 30 31 STATE COM 71H		30-025-51697
AVOGATO 30 31 STATE COM 72H		30-025-51698
AVOGATO 30 31 STATE COM 73H		30-025-51343

**Additional Application Components:**

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

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

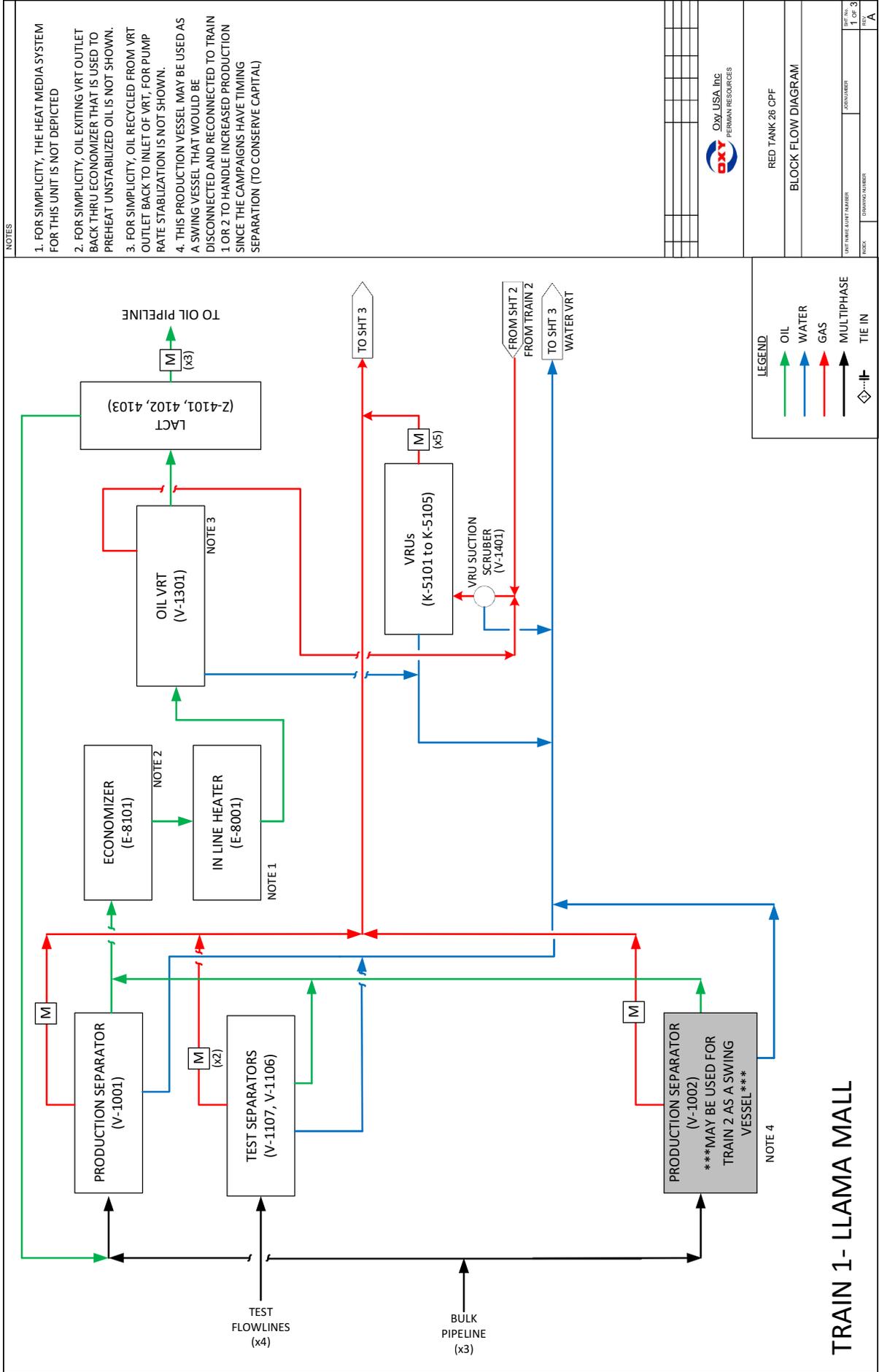
Pursuant to Statewide rule 19.15.12.10(C)(4)(g) OXY USA INC requests the option to include additional pools or leases within the defined parameters set forth in the Order for future additions.

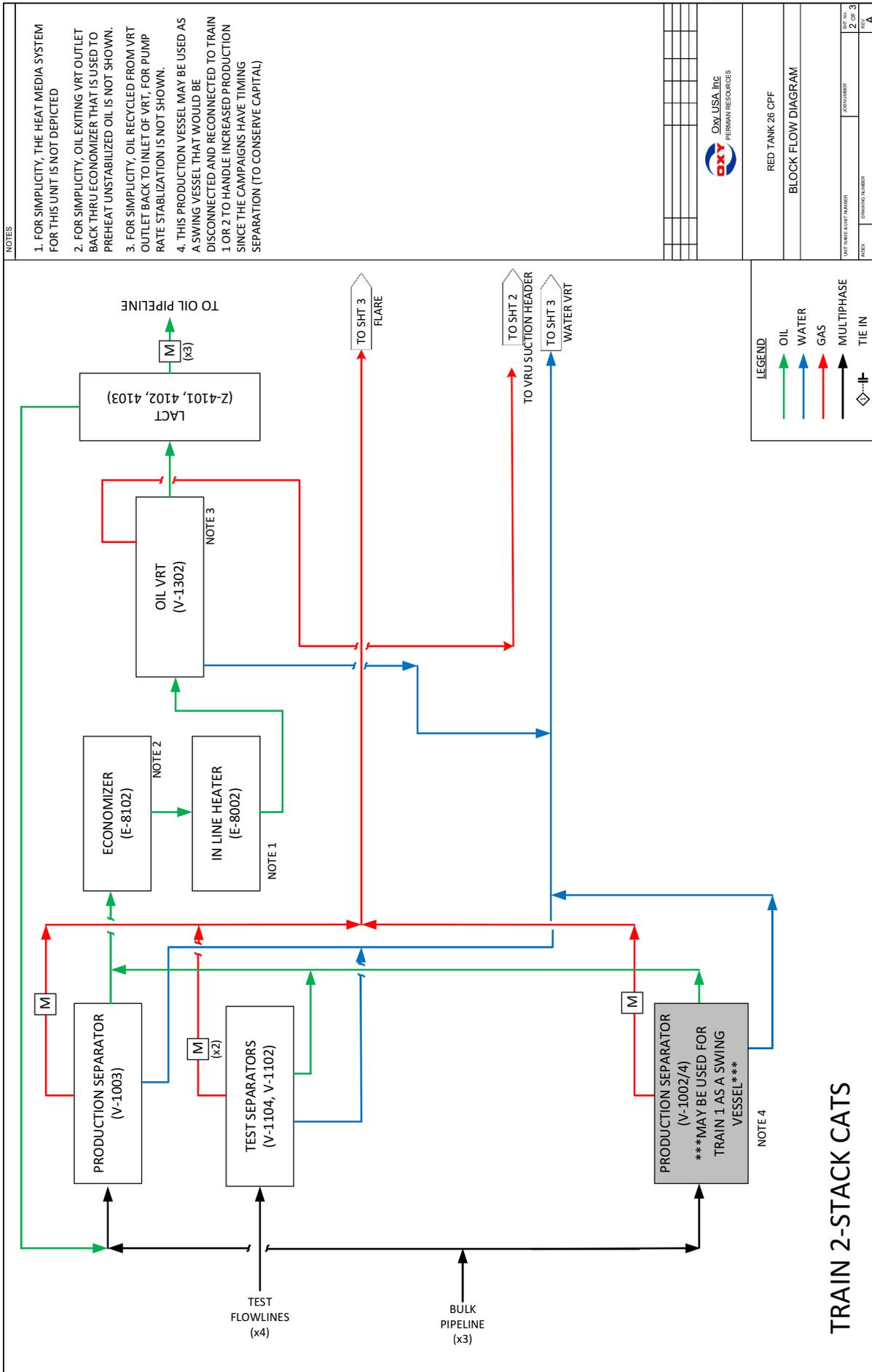
Commingling will not reduce the individual wells' production value or otherwise adversely affect the interest owners. It is the most effective means of producing the reserves.

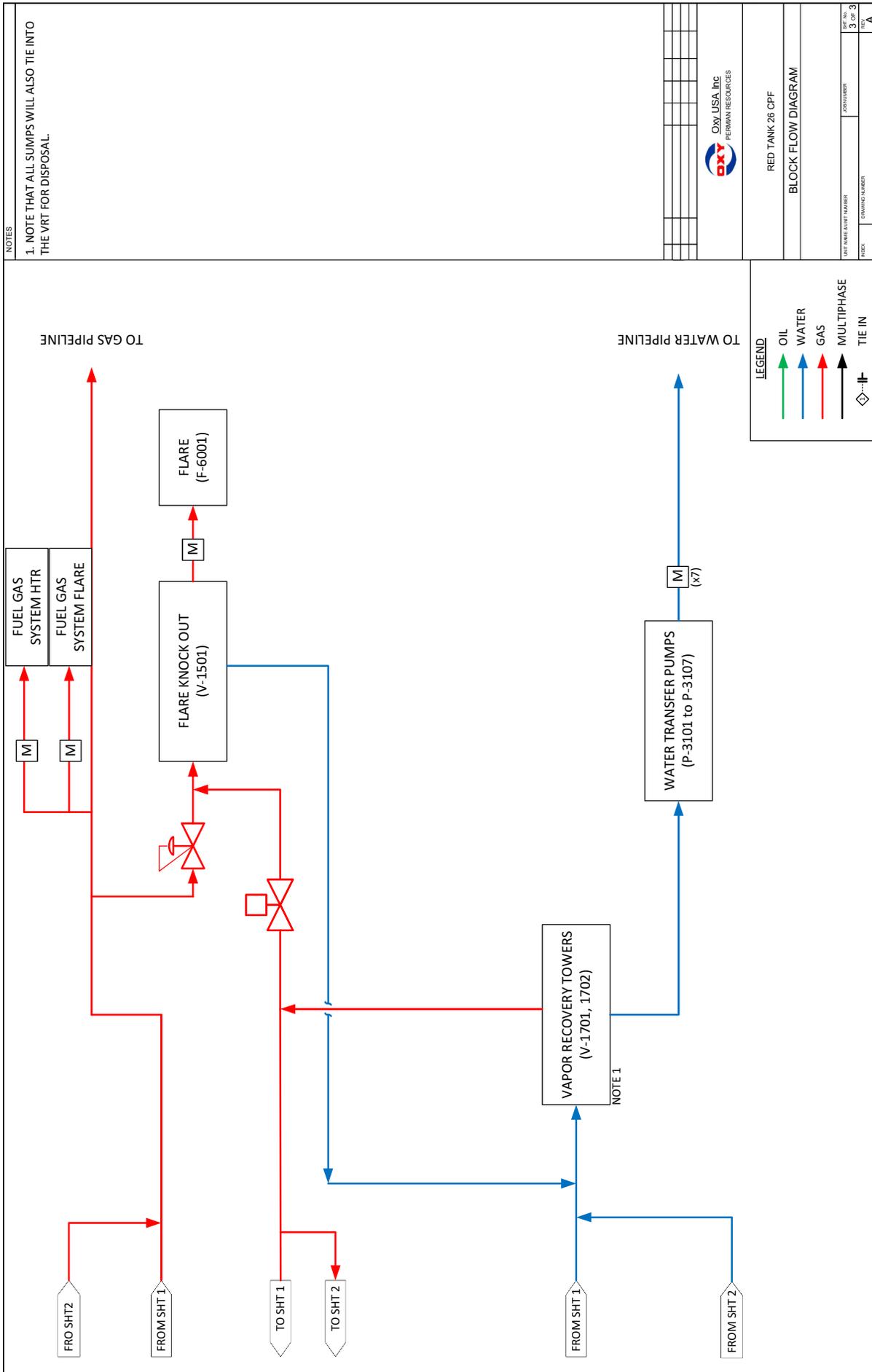
The surface commingle application will be submitted separately for approval per NMOCD, SLO, and BLM regulations.

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



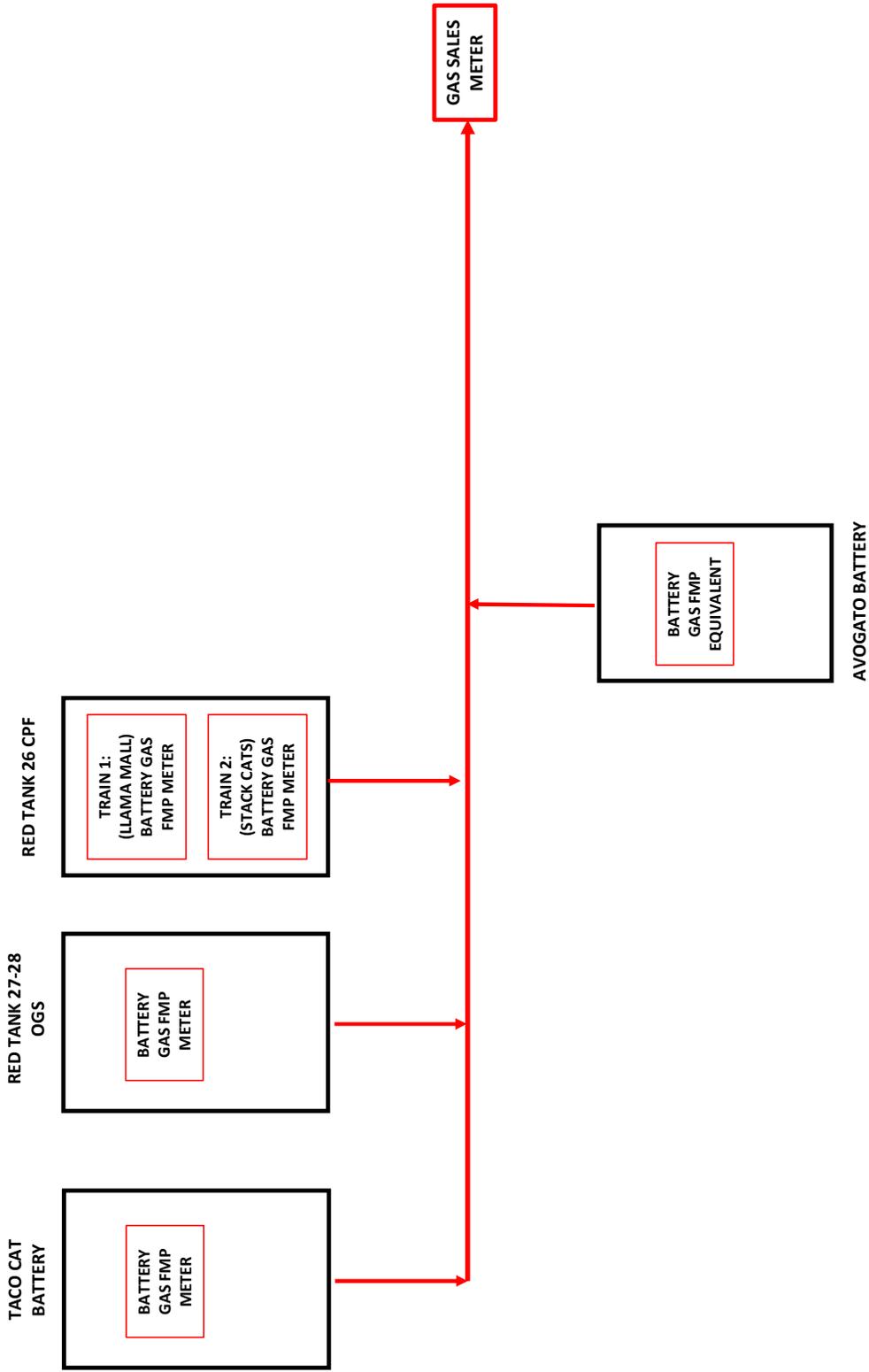






Oxy USA Inc PERMANENT RESOURCES	
RED TANK 26 CPF	
BLOCK FLOW DIAGRAM	
PROJECT NUMBER	3 OF 3
DRAWING NUMBER	A

# GAS COMMINGLE FOR TACO CAT/AVOGATO BATTERIES FACILITY DIAGRAM



**Red Tank Area Facilities**

<b>Battery</b>	<b>Dry BTU</b>
Taco Cat Battery	1283
Avogato Battery	1225
Red Tank 27-78 OGS	1280
Red Tank 26 CPF Train #2	1276
Red Tank 26 CPF Train #1	1319

## MAILED ON DECEMBER 14, 2023

To Name	To Address Line 1	To City	To State	To ZIP	PIC
Apollo Permian LLC	PO Box 14779	Oklahoma City	OK	73113	_9414811898765496850201
Arthur Kowaloff	1261 Madison Avenue	New York	NY	10128	_9414811898765496850294
Bane Bigbie	PO Box 998	Ardmore	OK	73402	_9414811898765496850249
Coll Brothers Oil	PO BOX 1818	Roswell	NM	88202	_9414811898765496850287
FortyNiner Ridge LLC	12000 Santa Monica Drive NE	Albuquerque	NM	87122	_9414811898765496850232
Hoover H & Betty R Wright Living Trust	PO Box 2312	Santa Fe	NM	87501	_9414811898765496850270
Hutchings Oil Company	PO Box 1216	Albuquerque	NM	87102	_9414811898765496850812
Innoventions Inc	PO Box 40	Cedar Crest	NM	87008	_9414811898765496850850
Jeffrey C Howard	1979 CR 171	Guntown	MS	38849	_9414811898765496850867
Ken Perkins Oil & Gas Inc	PO Box 1237	Kingsville	TX	78363	_9414811898765496850805
Mitchell Exploration Inc	648 Petroleum Building	Roswell	NM	88201	_9414811898765496850881
Northern Oil and Gas Inc	4350 Baker Road Suite 400	Minnetonka	MN	55343	_9414811898765496850836
Rockwell Energy Resources LLC	PO Box 54584	Oklahoma City	OK	73154	_9414811898765496850874
Schultz Irrevocable Childrens Trust	1901 W 4th St	Roswell	NM	88201	_9414811898765496850713
Scott Exploration Inc	648 Petroleum Building	Roswell	NM	88201	_9414811898765496850751
Scott-Winn LLC	PO Box 1834	Roswell	NM	88202	_9414811898765496850768
Sealy Hutchings Cavin Inc	504 North Wyoming	Roswell	NM	88201	_9414811898765496850720
Susan C Munoz	230 Rainbow Dr NO13080	Livingston	TX	77399	_9414811898765496850706
Trainer Partners Ltd	PO Box 754	Midland	TX	79702	_9414811898765496850799
Wade P Carrigan	PO Box 1908	Gilbert	AZ	85299	_9414811898765496850744
Wade Petroleum Corporation	2101 Altura Azul Ln NE	Albuquerque	NM	87110	_9414811898765496850782
Warwick-Artemis LLC	6608 N Western Ave Box 417	Oklahoma City	OK	73117	_9414811898765496850737
Worrall Investment Corp	648 Petroleum Building	Roswell	NM	88201	_9414811898765496850966
SunValley Energy Corporation	PO Box 1000	Roswell	NM	88202	_9414811898765496850997
NM COMMISSIONER OF PUBLIC LANDS	PO Box 1148	Santa Fe	NM	87504	_9414811898765496796875
Norval L Covington Trust, Norval L Covington and Ellen C Covington	501 First National Bank Building	Oklahoma City	OK	73102	_9414811898765496850973

# Affidavit of Publication

STATE OF NEW MEXICO  
COUNTY OF LEA

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

Beginning with the issue dated  
October 12, 2023  
and ending with the issue dated  
October 12, 2023.

  
Publisher

Sworn and subscribed to before me this  
12th day of October 2023.

  
Business Manager

My commission expires  
January 29, 2027

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

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

**LEGAL NOTICE**  
**October 12, 2023**

Notice of Application for Surface Commingling

OXY USA INC located at 5 Greenway Plaza, Suite 110 Houston TX 77046 is applying to the NMOC to amend surface commingle permit PLC 835B/C for gas production at facilities in the Red Tank area. The facilities are located in Lea County, Section 30 T22S-R33E, Section 27 T22S-R32E, and Section 26 T22S- R32E. Wells going to the aforementioned facilities are located in Lea County, Sections 7, 18, 30 and 31 T22S-R33E, Section 36 T21S-R32E, and Sections 1, 12, 13, 25, 26, 27, 34, 35, and 36 T22S-R32E. Production is from the Red Tank; Bone Spring, East, WC-025 G-09 S223332A; Upper Wolfcamp, Red Tank; Bone Spring, WC-025 G-08 S223227D; Upper Wolfcamp, and WC-025 G-08 S223227D; 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 NMOC may approve the application.

For questions pertaining to the application, please contact Eric Fortier at (713) 497-2203.  
#00283703

67111848

00283703

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

**From:** [McClure, Dean, EMNRD](#) on behalf of [Engineer, OCD, EMNRD](#)  
**To:** [Fortier, Eric](#); [Musallam, Sandra C](#)  
**Cc:** [McClure, Dean, EMNRD](#); [Kautz, Paul, EMNRD](#); [Wrinkle, Justin, EMNRD](#); [Powell, Brandon, EMNRD](#); [Paradis, Kyle O](#); [Walls, Christopher](#); [Lamkin, Baylen L](#); [Roberts, Kelly, EMNRD](#)  
**Subject:** Approved Administrative Order PLC-835-D  
**Date:** Thursday, March 28, 2024 5:09:17 PM  
**Attachments:** [PLC835D Order.pdf](#)

NMOCD has issued Administrative Order PLC-835-D which authorizes Oxy USA, Inc. (16696) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-44933	Taco Cat 27 34 Federal Com #11H	All	27-22S-32E	51683
		All	34-22S-32E	
30-025-44934	Taco Cat 27 34 Federal Com #21H	All	27-22S-32E	51683
		All	34-22S-32E	
30-025-46949	Taco Cat 27 34 Federal Com #24H	All	27-22S-32E	51683
		All	34-22S-32E	
30-025-46934	Taco Cat 27 34 Federal Com #25H	All	27-22S-32E	51683
		All	34-22S-32E	
30-025-46935	Taco Cat 27 34 Federal Com #26H	All	27-22S-32E	51683
		All	34-22S-32E	
30-025-46925	Taco Cat 27 34 Federal Com #32H	All	27-22S-32E	51683
		All	34-22S-32E	
30-025-46936	Taco Cat 27 34 Federal Com #34H	All	27-22S-32E	51683
		All	34-22S-32E	
30-025-44935	Taco Cat 27 34 Federal Com #31H	All	27-22S-32E	98286
		All	34-22S-32E	
30-025-46926	Taco Cat 27 34 Federal Com #33H	All	27-22S-32E	98286
		All	34-22S-32E	
30-025-46937	Taco Cat 27 34 Federal Com #35H	All	27-22S-32E	98286
		All	34-22S-32E	
30-025-45927	Avogato 30 31 State Com #32H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	
30-025-45956	Avogato 30 31 State Com #11H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	
30-025-45957	Avogato 30 31 State Com #12H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	
30-025-45958	Avogato 30 31 State Com #13H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	
30-025-45959	Avogato 30 31 State Com #14H	E/2	30-22S-33E	51687
		E/2	31-22S-33E	
30-025-45924	Avogato 30 31 State Com #21H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	
30-025-45925	Avogato 30 31 State Com #22H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	
30-025-45926	Avogato 30 31 State Com #23H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	
30-025-45960	Avogato 30 31 State Com #24H	E/2	30-22S-33E	51687
		E/2	31-22S-33E	
30-025-45961	Avogato 30 31 State Com #25H	E/2	30-22S-33E	51687
		E/2	31-22S-33E	
		W/2	30-22S-33E	

30-025-45929	Avogato 30 31 State Com #31H	W/2	31-22S-33E	51687
30-025-45928	Avogato 30 31 State Com #33H	W/2	30-22S-33E	51687
30-025-45930	Avogato 30 31 State Com #34H	W/2	31-22S-33E	51687
30-025-45923	Avogato 30 31 State Com #4H	E/2	30-22S-33E	51687
30-025-45964	Avogato 30 31 State Com #74H	E/2	31-22S-33E	51687
30-025-45931	Avogato 30 31 State Com #35H	E/2	30-22S-33E	98177
30-025-44193	Red Tank 30 31 State Com #14H	E/2 E/2	31-22S-33E	51687
30-025-44161	Red Tank 30 31 State Com #24Y	E/2 E/2	30-22S-33E	51687
30-025-44063	Red Tank 30 31 State Com #34H	E/2 E/2	31-22S-33E	51687
30-025-48745	Senile Felines 18 7 State Com #21H	W/2	7-22S-33E	51687
30-025-48746	Senile Felines 18 7 State Com #22H	W/2	18-22S-33E	51687
30-025-48747	Senile Felines 18 7 State Com #23H	W/2	7-22S-33E	51687
30-025-48756	Senile Felines 18 7 State Com #311H	W/2	18-22S-33E	98177
30-025-48751	Senile Felines 18 7 State Com #31H	W/2	7-22S-33E	98177
30-025-48752	Senile Felines 18 7 State Com #32H	W/2	18-22S-33E	98177
30-025-48748	Senile Felines 18 7 State Com #24H	B C F G J K N O	7-22S-33E	51687
30-025-48758	Senile Felines 18 7 State Com #312H	B C F G J K N O	18-22S-33E	98177
30-025-48749	Senile Felines 18 7 State Com #25H	E/2	7-22S-33E	51687
30-025-48750	Senile Felines 18 7 State Com #26H	E/2	18-22S-33E	51687
30-025-48754	Senile Felines 18 7 State Com #34H	E/2	7-22S-33E	98177
30-025-48755	Senile Felines 18 7 State Com #35H	E/2	18-22S-33E	98177
30-025-48757	Senile Felines 18 7 State Com #313H	E/2	7-22S-33E	98177
30-025-51343	Avogato 30 31 State Com #73H	E/2	30-22S-33E	51687
30-025-51698	Avogato 30 31 State Com #72H	E/2	31-22S-33E	51687
30-025-51697	Avogato 30 31 State Com #71H	W/2	30-22S-33E	51687
30-025-51340	Avogato 30 31 State Com #2H	W/2	31-22S-33E	51687
		E/2	30-22S-33E	51687
		E/2	31-22S-33E	51687

30-025-51696	Avogato 30 31 State Com #1H	W/2 W/2	30-22S-33E 31-22S-33E	51687
30-025-50766	Paw Swap 12 36 Federal Com #21H	W/2 W/2 W/2 W/2 W/2 W/2	36-21S-32E 1-22S-32E 12-22S-32E	51683
30-025-50765	Paw Swap 12 36 Federal Com #11H	W/2 W/2 W/2 W/2 W/2 W/2	36-21S-32E 1-22S-32E 12-22S-32E	51683
30-025-50949	Stack Cats 25 36 Federal Com #31H	W/2 W/2	25-22S-32E 36-22S-32E	98177
30-025-50950	Stack Cats 25 36 Federal Com #32H	W/2 W/2	25-22S-32E 36-22S-32E	98177
30-025-50951	Stack Cats 25 36 Federal Com #33H	W/2 W/2	25-22S-32E 36-22S-32E	98177
30-025-50953	Stack Cats 25 36 Federal Com #311H	W/2 W/2	25-22S-32E 36-22S-32E	98177
30-025-50952	Stack Cats 25 36 Federal Com #34H	E/2 E/2	25-22S-32E 36-22S-32E	98177
30-025-50954	Stack Cats 25 36 Federal Com #312H	E/2 E/2	25-22S-32E 36-22S-32E	98177
30-025-50955	Stack Cats 25 36 Federal Com #313H	E/2 E/2	25-22S-32E 36-22S-32E	98177
30-025-51752	Stack Cats 25 36 Federal Com #22H	W/2 W/2	25-22S-32E 36-22S-32E	51683
30-025-51753	Stack Cats 25 36 Federal Com #23H	W/2 W/2	25-22S-32E 36-22S-32E	51683
30-025-51754	Stack Cats 25 36 Federal Com #24H	W/2 W/2	25-22S-32E 36-22S-32E	51683
30-025-51755	Stack Cats 25 36 Federal Com #25H	W/2 E/2 W/2 E/2	25-22S-32E 36-22S-32E	51683
30-025-51756	Stack Cats 25 36 Federal Com #26H	E/2 E/2 E/2 E/2	25-22S-32E 36-22S-32E	51683
30-025-50375	Llama Mall 26 35 Federal Com #311H	W/2 W/2	26-22S-32E 35-22S-32E	98286
30-025-50300	Llama Mall 26 35 Federal Com #312H	W/2 W/2	26-22S-32E 35-22S-32E	98286
30-025-50098	Llama Mall 26 35 Federal Com #21H	W/2 W/2	26-22S-32E 35-22S-32E	51683
30-025-50305	Llama Mall 26 35 Federal Com #22H	W/2 W/2	26-22S-32E 35-22S-32E	51683
30-025-50306	Llama Mall 26 35 Federal Com #23H	W/2 W/2	26-22S-32E 35-22S-32E	51683
30-025-50099	Llama Mall 26 35 Federal Com #31H	W/2 W/2	26-22S-32E 35-22S-32E	98286
30-025-50310	Llama Mall 26 35 Federal Com #32H	W/2 W/2	26-22S-32E 35-22S-32E	98286
30-025-50311	Llama Mall 26 35 Federal Com #33H	W/2 W/2	26-22S-32E 35-22S-32E	98286
30-025-50301	Llama Mall 26 35 Federal Com #313H	E/2 E/2	26-22S-32E 35-22S-32E	98286
30-025-50307	Llama Mall 26 35 Federal Com	E/2	26-22S-32E	51683

	#24H	E/2	35-22S-32E	
30-025-50308	Llama Mall 26 35 Federal Com #25H	E/2	26-22S-32E	51683
30-025-50309	Llama Mall 26 35 Federal Com #26H	E/2	26-22S-32E	51683
30-025-50298	Llama Mall 26 35 Federal Com #34H	E/2	26-22S-32E	98286
30-025-50299	Llama Mall 26 35 Federal Com #35H	E/2	26-22S-32E	98286

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

Federal Communitization Agreement

Contract No. \_\_\_\_\_

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

WITNESSETH:

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

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

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

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

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

**Township 22 South, Range 32 East, N.M.P.M.**

**Section 25: E/2E/2**

**Section 36: E/2E/2**

**Lea County, New Mexico**

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

Stack Cats 25 36 Fed Com 26H CA

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

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

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

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

**OPERATOR:**

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

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: James Laning  
TITLE: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by James Laning, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

Stack Cats 25 36 Fed Com 26H CA

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

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

**OXY USA INC.**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: James Laning  
Title: Attorney-in-Fact

**ACKNOWLEDGMENTS**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by James Laning, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**OXY Y-1 COMPANY**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: James Laning  
Title: Attorney-in-Fact

**ACKNOWLEDGMENTS**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by James Laning, 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

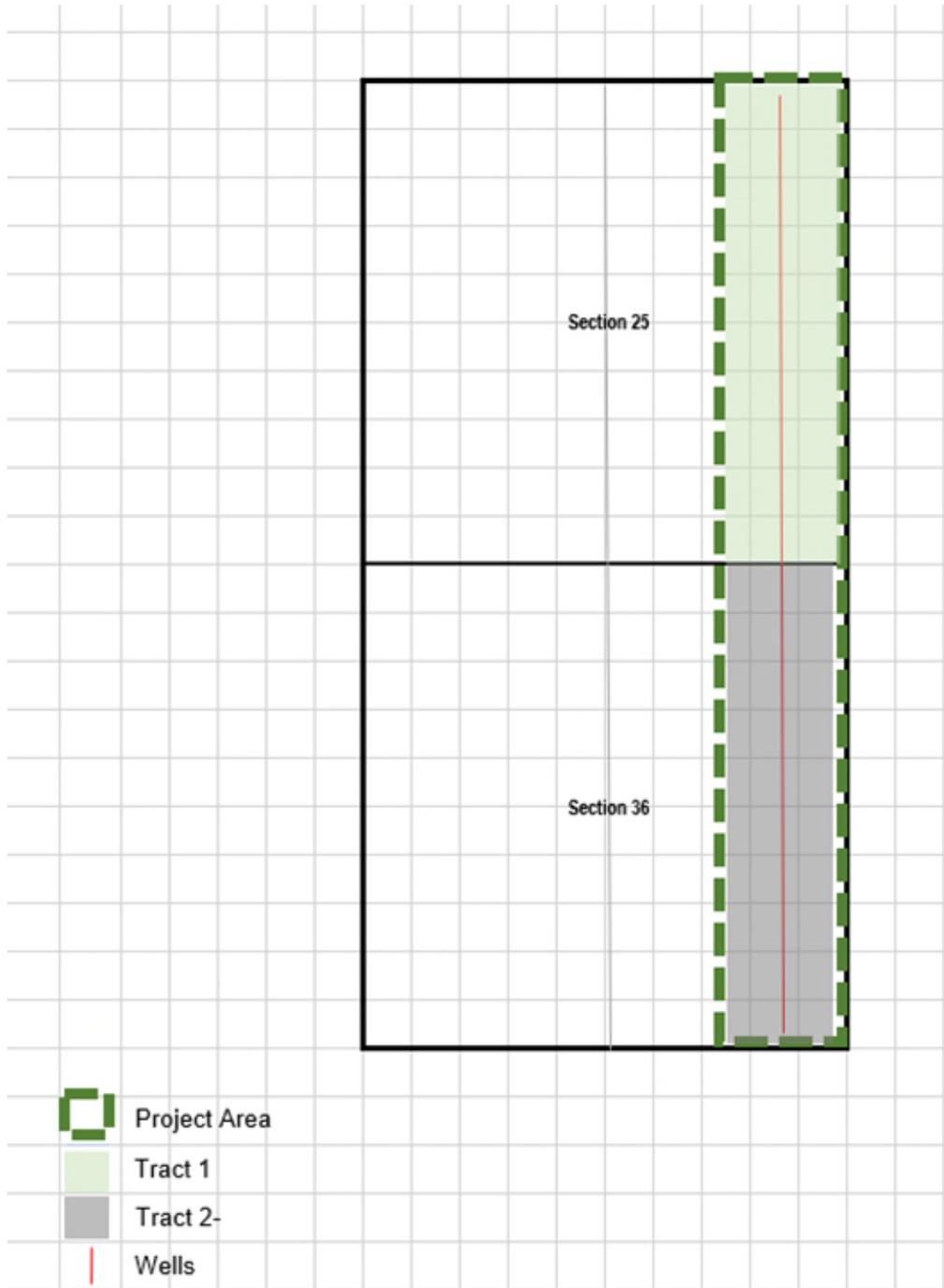
Stack Cats 25 36 Fed Com 26H CA

# EXHIBIT "A"

To Communitization Agreement dated December 1, 2023

Plat of communitized area covering 320.00 acres in Township 22 South, Range 32 East, E/2 E/2 of Sections 25 & 36, N.M.P.M., Lea County, New Mexico

Stack Cats 25 36 Federal Com 25H (30-025-51755)



**EXHIBIT “B”**

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

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial No.:	NMNM 002379
Description of Land Committed:	Township 22 South, Range 32 East, N.M.P.M., Section 25: E/2E/2
Number of Acres:	160.00
Lease Owner:	OXY USA INC.
Name and Percent of WI Owners:	OXY USA INC.....89.291072% OXY Y-1 COMPANY..... <u>10.708928%</u> 100.000000%

Tract No. 2

Lease Serial Number:	V0-3812-0002
Description of Land Committed:	Township 22 South, Range 32 East, N.M.P.M., Section 36: E/2E/2
Number of Acres:	160.00
Current Lessee of Record:	OXY USA INC.
Name and Percent of WI Owners:	OXY Y-1 COMPANY.....93.800715% OXY USA INC..... <u>0.6199285%</u> 100.000000%

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	50.000%
2	160.00	50.000%
<b>Total</b>	<b>320.00</b>	<b>100.0000%</b>

Federal Communitization Agreement

Contract No. \_\_\_\_\_

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

**OPERATOR:**

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

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: James Laning  
TITLE: Attorney-in-Fact

### ACKNOWLEDGMENT

STATE OF TEXAS           §  
   §  
 COUNTY OF HARRIS       §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by James Laning, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.

\_\_\_\_\_  
 Notary Public in and for the State of \_\_\_\_\_  
 My commission expires \_\_\_\_\_

Stack Cats 25 36 Fed Com 25H CA

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

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

**OXY USA INC.**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: James Laning  
Title: Attorney-in-Fact

**ACKNOWLEDGMENTS**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by James Laning, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**OXY Y-1 COMPANY**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: James Laning  
Title: Attorney-in-Fact

**ACKNOWLEDGMENTS**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by James Laning, 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

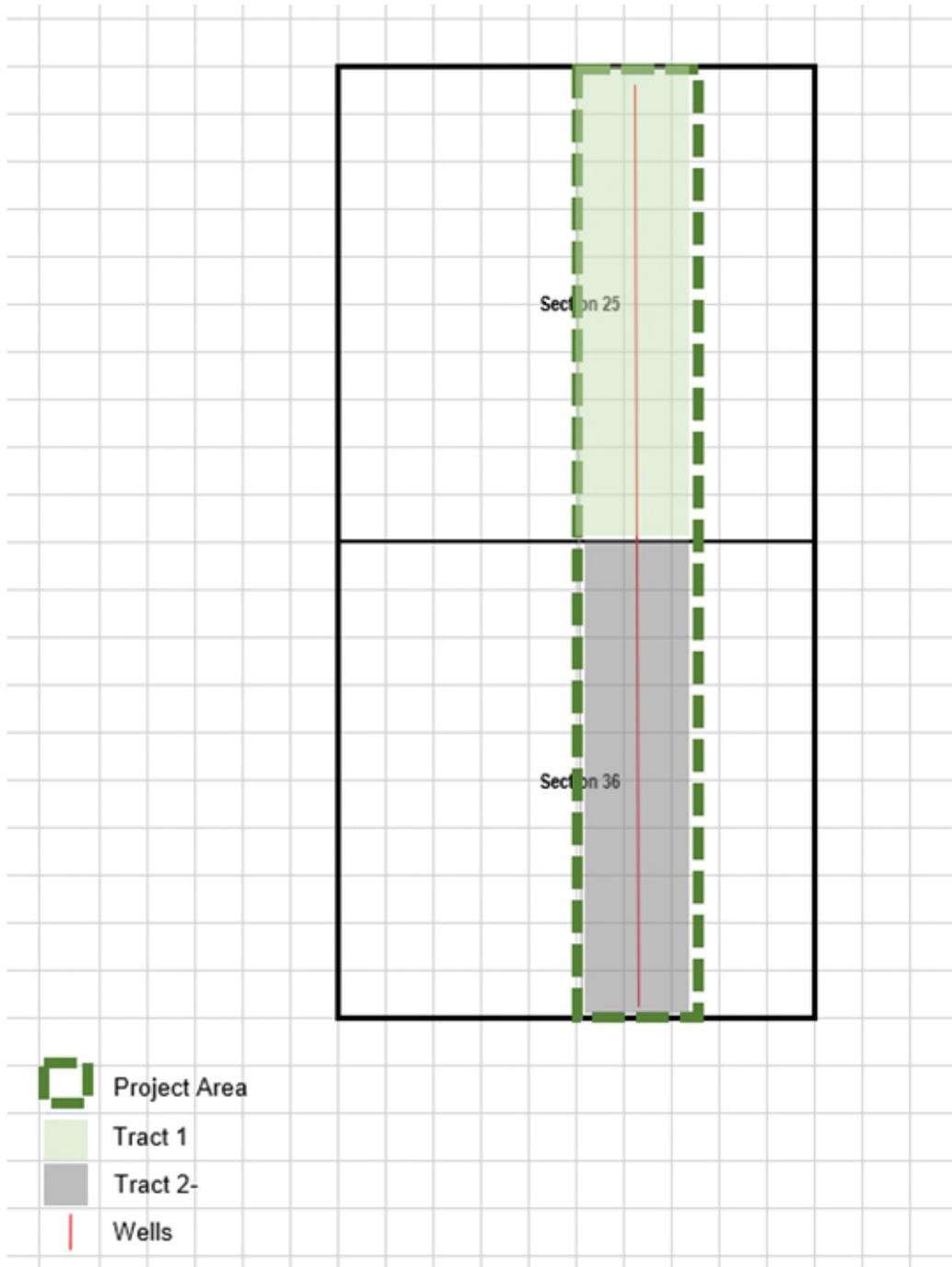
Stack Cats 25 36 Fed Com 25H CA

# EXHIBIT "A"

To Communitization Agreement dated December 1, 2023

Plat of communitized area covering 320.00 acres in Township 22 South, Range 32 East, W/2 E/2 of Sections 25 & 36, N.M.P.M., Lea County, New Mexico

Stack Cats 25 36 Federal Com 25H (30-025-51755)



**EXHIBIT “B”**

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

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial No.: NMNM 002379

Description of Land Committed: Township 22 South, Range 32 East,  
N.M.P.M., Section 25: W/2E/2

Number of Acres: 160.00

Lease Owner: OXY USA INC.

Name and Percent of WI Owners: OXY USA INC.....89.291072%  
OXY Y-1 COMPANY.....10.708928%  
100.000000%

Tract No. 2

Lease Serial Number: V0-3812-0002

Description of Land Committed: Township 22 South, Range 32 East,  
N.M.P.M., Section 36: W/2E/2

Number of Acres: 160.00

Current Lessee of Record: OXY USA INC.

Name and Percent of WI Owners: OXY Y-1 COMPANY.....93.800715%  
OXY USA INC.....0.6199285%  
100.000000%

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	50.000%
2	160.00	50.000%
<b>Total</b>	<b>320.00</b>	<b>100.0000%</b>

Federal Communitization Agreement

Contract No. \_\_\_\_\_

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

WITNESSETH:

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

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

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

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

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

**Township 22 South, Range 32 East, N.M.P.M.**

**Section 25: W/2**

**Section 36: W/2**

**Lea County, New Mexico**

Containing **640.00** acres, and this agreement shall include only the **Bone Spring Formation** underlying said lands and the crude oil and associated natural gas, hereafter referred to as "communitized substances," producible from such formation.

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

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

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

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

**OPERATOR:**

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

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: James Laning  
TITLE: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by James Laning, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

Stack Cats 25 36 Fed Com 22H -24H CA

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

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

**OXY USA INC.**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: James Laning  
Title: Attorney-in-Fact

**ACKNOWLEDGMENTS**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by James Laning, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**OXY Y-1 COMPANY**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: James Laning  
Title: Attorney-in-Fact

**ACKNOWLEDGMENTS**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

Stack Cats 25 36 Fed Com 22H -24H CA

**OCCIDENTAL PERMIAN  
LIMITED PARTNERSHIP**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: James Laning  
Title: Attorney-in-Fact

**ACKNOWLEDGMENTS**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

**OXY USA WTP Limited  
Partnership**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: James Laning  
Title: Attorney-in-Fact

**ACKNOWLEDGMENTS**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

Stack Cats 25 36 Fed Com 22H -24H CA

**Northern Oil & Gas Inc.**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

) ss.

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

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Northern Oil & Gas Inc., a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

**Canyon Capital Holdings, LLC**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

) ss.

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

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Canyon Capital Holdings, LLC., a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

Stack Cats 25 36 Fed Com 22H -24H CA

**FortyNiner Ridge, LLC**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

) ss.

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

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of FortyNiner Ridge, LLC., a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

**Sealy Hutchings Cavin, Inc.**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

) ss.

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

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Sealy Hutchings Cavin, Inc., a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

Stack Cats 25 36 Fed Com 22H -24H CA

**Susan C. Munoz**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

) ss.

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

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

**Jeffrey C Howard**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

) ss.

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

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

## EXHIBIT "A"

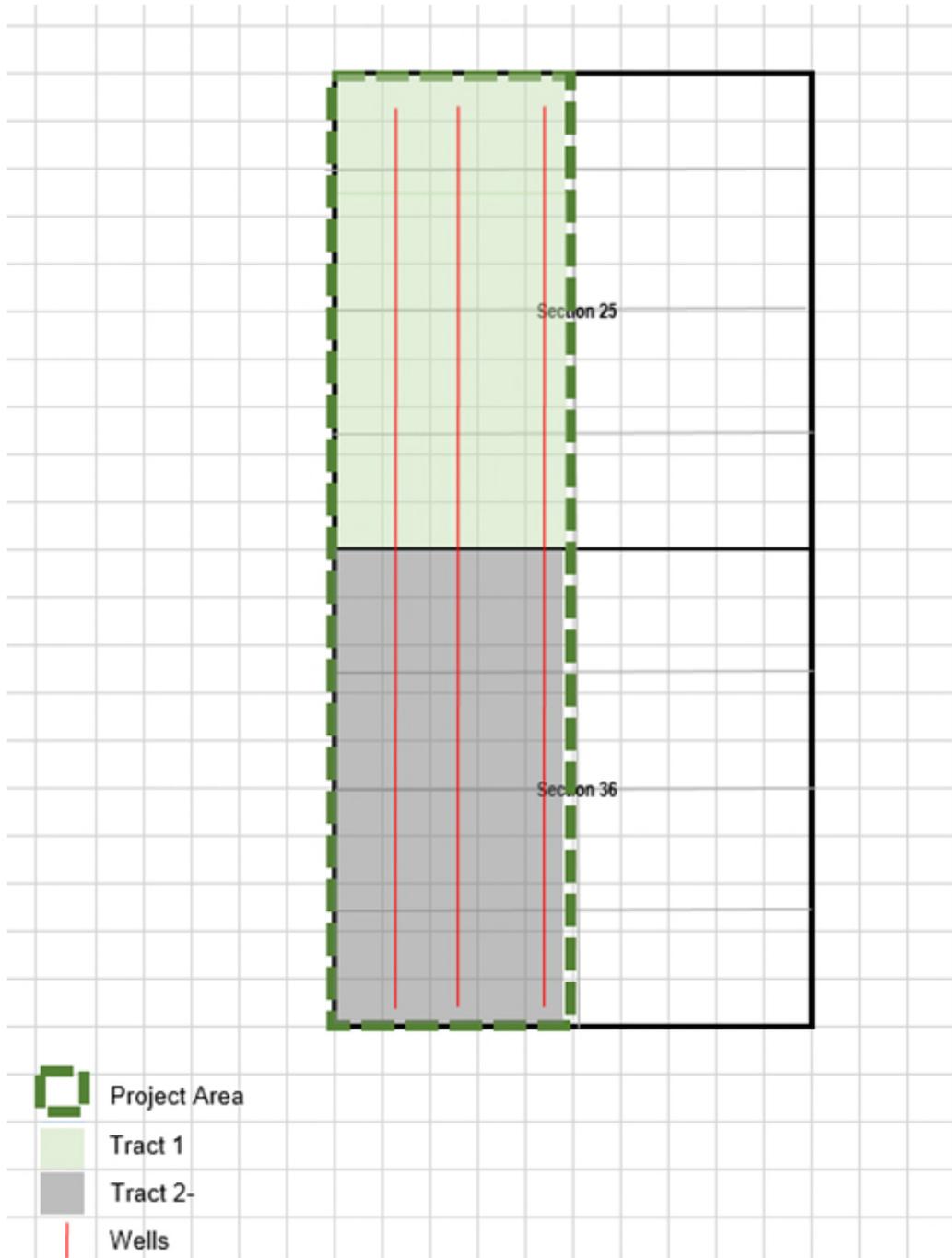
Attached to and made a part of that Communitization Agreement dated December 1, 2023.

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

**Stack Cats 25 36 Federal Com 22H (30-025-51752)**

**Stack Cats 25 36 Federal Com 23H (30-025-51753)**

**Stack Cats 25 36 Federal Com 24H (30-025-51754)**



**EXHIBIT “B”**

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

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial No.: NMNM 002379

Description of Land Committed: Township 22 South, Range 32 East, N.M.P.M., Section 25: W/2

Number of Acres: 320.00

Lease Owner: OXY USA INC.

Name and Percent of WI Owners: OXY USA INC.....89.291072%  
 OXY Y-1 COMPANY.....10.708928%  
 100.000000%

Tract No. 2

Lease Serial Number: V0-2512-0004

Description of Land Committed: Township 22 South, Range 32 East, N.M.P.M., Section 36: W/2

Number of Acres: 320.00

Current Lessee of Record: OXY USA INC.

Name and Percent of WI Owners: OXY USA INC.....83.838422%  
 OXY USA WTP Limited Partnership...13.735009%  
 Occidental Permian Limited partnership 0.093169%  
 Northern Oil & Gas Inc.....1.333300%  
 Canyon Capital Holdings, LLC.....1.333300%  
 FortyNiner Ridge, LLC.....0.666700%  
 John Richardson, Jr.....0.666700%  
 Sealy Hutchings Cavins, Inc.....0.666700%  
 Susan C. Munoz.....0.333350%  
 Jeffrey C. Howard.....0.333350%  
 100.000000%

Stack Cats 25 36 Fed Com 22H -24H CA

**RECAPITULATION**

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

Federal Communitization Agreement

Contract No. \_\_\_\_\_

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

WITNESSETH:

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

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

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

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

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

**Township 22 South, Range 32 East, N.M.P.M.**

**Section 25: E/2**

**Section 36: E/2**

**Lea County, New Mexico**

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

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

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

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

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

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

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

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.

**OPERATOR:**

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

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: James Laning  
TITLE: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by James Laning, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

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

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

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

**OXY USA INC.**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: James Laning  
Title: Attorney-in-Fact

**ACKNOWLEDGMENTS**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by James Laning, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**OXY Y-1 COMPANY**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: James Laning  
Title: Attorney-in-Fact

**ACKNOWLEDGMENTS**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

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

### EXHIBIT "A"

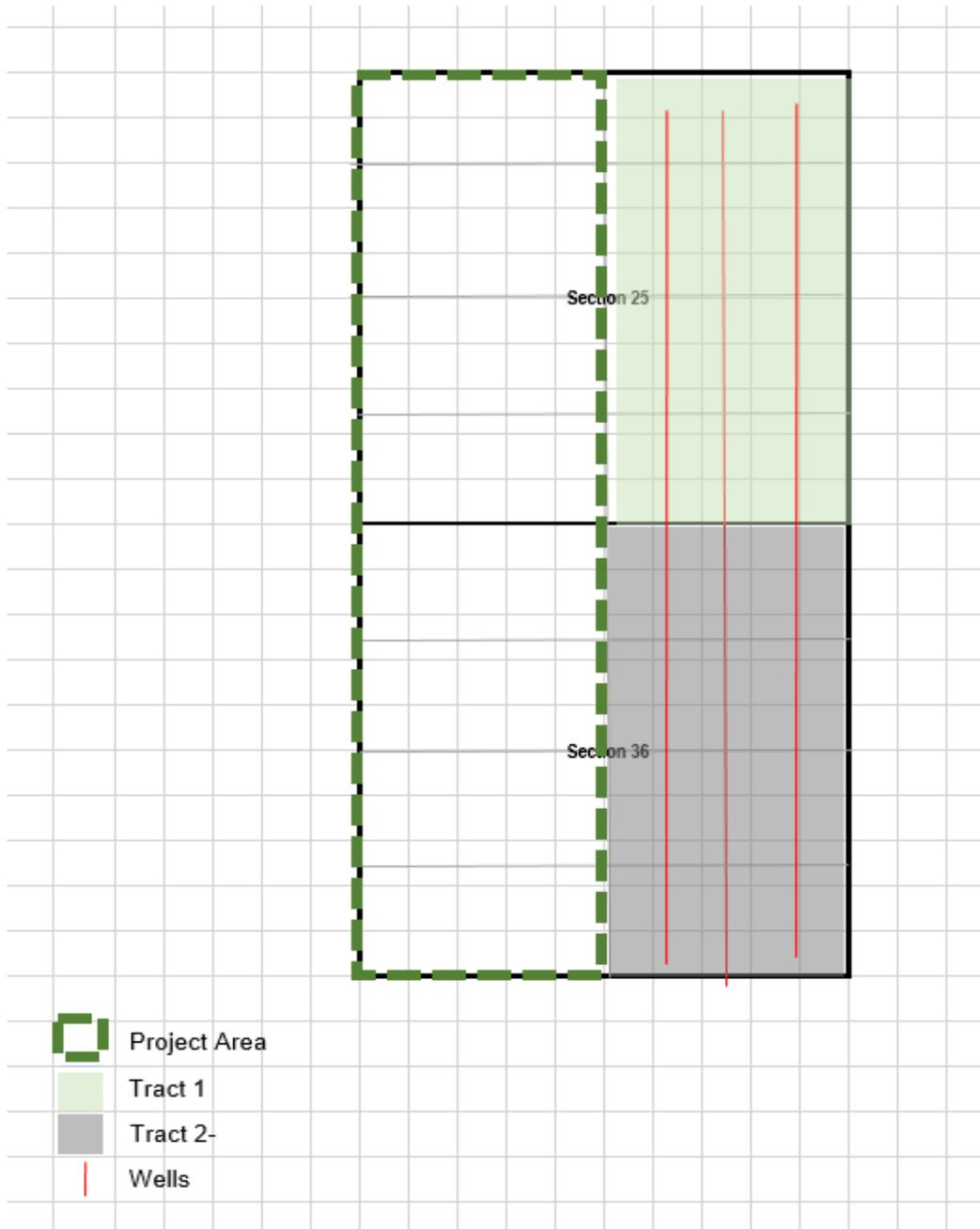
To Communitization Agreement dated January 1, 2023

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

**Stack Cats 25 36 Federal Com 34H (30-025-50952)**

**Stack Cats 25 36 Federal Com 312H (30-025-50954)**

**Stack Cats 25 36 Federal Com 313H (30-025-50955)**



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

**EXHIBIT "B"**

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

Operator of Communitized Area: OXY USA INC.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial No.:	NMNM 002379
Description of Land Committed:	Township 22 South, Range 32 East, N.M.P.M., Section 25: W/2
Number of Acres:	320.00
Lease Owner:	OXY USA INC.
Name and Percent of WI Owners:	OXY USA INC.....89.291072% OXY Y-1 COMPANY..... <u>10.708928%</u> 100.000000%

Tract No. 2

Lease Serial Number:	V0-3812-0002
Description of Land Committed:	Township 22 South, Range 32 East, N.M.P.M., Section 36: E/2
Number of Acres:	320.00
Current Lessee of Record:	OXY USA INC.
Name and Percent of WI Owners:	OXY Y-1 COMPANY.....93.800715% OXY USA INC..... <u>0.6199285%</u> 100.000000%

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

**RECAPITULATION**

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

Federal Communitization Agreement

Contract No. \_\_\_\_\_

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

WITNESSETH:

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

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

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

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

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

**Township 22 South, Range 32 East, N.M.P.M.**

**Section 25: W/2**

**Section 36: W/2**

**Lea County, New Mexico**

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

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

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

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

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

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

**OPERATOR:**

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

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: James Laning  
TITLE: Attorney-in-Fact

### ACKNOWLEDGMENT

STATE OF TEXAS           §  
   §  
 COUNTY OF HARRIS       §

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by James Laning, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation, on behalf of said corporation.

\_\_\_\_\_  
 Notary Public in and for the State of \_\_\_\_\_  
 My commission expires \_\_\_\_\_

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

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

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

**OXY USA INC.**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: James Laning  
Title: Attorney-in-Fact

**ACKNOWLEDGMENTS**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by James Laning, ATTORNEY-IN-FACT of OXY USA INC., a Delaware corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**OXY Y-1 COMPANY**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: James Laning  
Title: Attorney-in-Fact

**ACKNOWLEDGMENTS**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

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

**OCCIDENTAL PERMIAN LIMITED PARTNERSHIP**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: James Laning  
Title: Attorney-in-Fact

**ACKNOWLEDGMENTS**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

**OXY USA WTP Limited Partnership**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: James Laning  
Title: Attorney-in-Fact

**ACKNOWLEDGMENTS**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

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

**Northern Oil & Gas Inc.**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

) ss.

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

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Northern Oil & Gas Inc., a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

**Pony Oil Capital, LLC**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

) ss.

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

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Pony Oil Capital, LLC., a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

**FortyNiner Ridge, LLC**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

) ss.

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

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of FortyNiner Ridge, LLC., a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

**Sealy Hutchings Cavin, Inc.**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

) ss.

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

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Sealy Hutchings Cavin, Inc., a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

**Susan C. Munoz**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

) ss.

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

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

**Jeffrey C Howard**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

) ss.

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

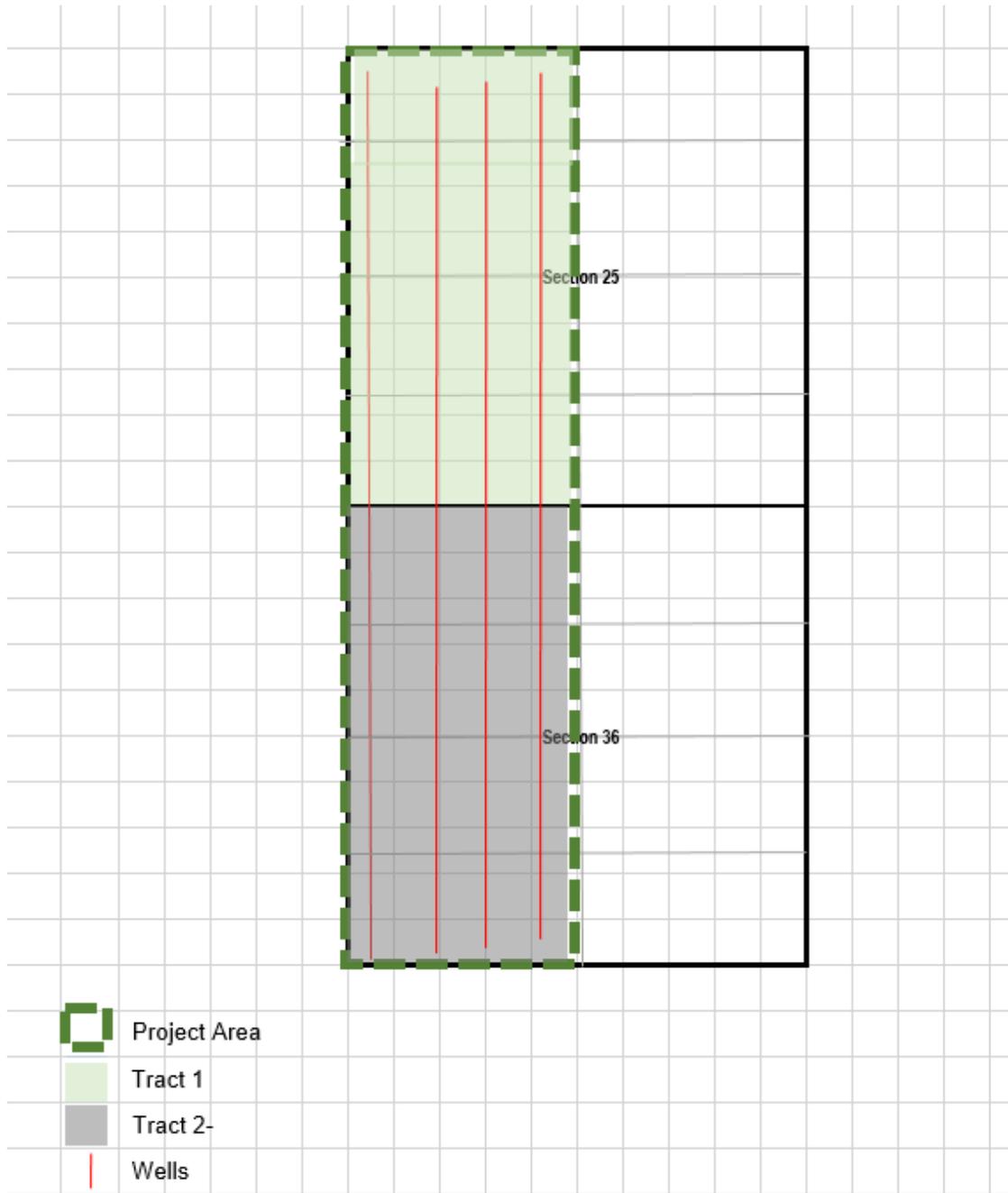
The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

## EXHIBIT "A"

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

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

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



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

### EXHIBIT "B"

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

Operator of Communitized Area: OXY USA INC.

#### DESCRIPTION OF LEASES COMMITTED

##### Tract No. 1

Lease Serial No.: NMNM 002379

Description of Land Committed: Township 22 South, Range 32 East, N.M.P.M., Section 25: W/2

Number of Acres: 320.00

Lease Owner: OXY USA INC.

Name and Percent of WI Owners: OXY USA INC.....89.291072%  
 OXY Y-1 COMPANY.....10.708928%  
 100.000000%

##### Tract No. 2

Lease Serial Number: V0-2512-0004

Description of Land Committed: Township 22 South, Range 32 East, N.M.P.M., Section 36: W/2

Number of Acres: 320.00

Current Lessee of Record: OXY USA INC.

Name and Percent of WI Owners: OXY USA INC.....83.838422%  
 OXY USA WTP Limited Partnership...13.735009%  
 Occidental Permian Limited partnership 0.093169%  
 Northern Oil & Gas Inc.....1.333300%  
 Pony Oil Capital LLC.....1.333300%  
 FortyNiner Ridge, LLC.....0.666700%  
 John Richardson, Jr.....0.666700%  
 Sealy Hutchings Cavins, Inc.....0.666700%  
 Susan C. Munoz.....0.333350%  
 Jeffrey C. Howard.....0.333350%  
 100.000000%

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

**RECAPITULATION**

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

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CARLSBAD, NM 88220

December 18, 2023, 2:33 pm

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**From:** [Musallam, Sandra C](#)  
**To:** [Fortier, Eric](#); [McClure, Dean, EMNRD](#)  
**Subject:** [EXTERNAL] RE: Action ID: 296627; PLC-927  
**Date:** Thursday, March 28, 2024 9:07:23 AM

---

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

Hello Dean – apologies, I meant to reference the gas commingle **PLC 835C**, which includes the Avogato battery (with red Tank 31 State 5H) and also Red Tank 26 Stack Cats battery gas.

Sorry about referencing the oil commingles instead.

Thanks!

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

---

**From:** Musallam, Sandra C <[Sandra\\_Musallam@oxy.com](mailto:Sandra_Musallam@oxy.com)>  
**Sent:** Wednesday, March 27, 2024 8:55 PM  
**To:** Fortier, Eric <[Eric\\_Fortier@oxy.com](mailto:Eric_Fortier@oxy.com)>; McClure, Dean, EMNRD <[Dean.McClure@emnrd.nm.gov](mailto:Dean.McClure@emnrd.nm.gov)>  
**Subject:** RE: Action ID: 296627; PLC-927

Hello Dean,

I have contacted the OXY Production Engineer about the Red Tank 31 State 5H (30-025-41885), which is in both gas commingle permits PLC 596D and PLC 767C. The Asset is starting to review the well for upside potential and battery emissions work. They would prefer to keep the well on both commingle permits in the near term to give them optionality on well work and most appropriate facility.

For this amendment to PLC 596D, Regulatory requests to keep Red Tank 31 State 5H on the permit, while also keeping it on PLC 767C. Once the Asset determines the best path forward for the well, Regulatory will request an update to one of the commingle permits.

Thank you for bringing this issue to our attention, and for your patience as the Asset analyzes the well.

Respectfully,

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

---

**From:** Fortier, Eric <[Eric\\_Fortier@oxy.com](mailto:Eric_Fortier@oxy.com)>  
**Sent:** Tuesday, March 26, 2024 1:20 PM

**To:** McClure, Dean, EMNRD <Dean.McClure@emnrd.nm.gov>  
**Cc:** Musallam, Sandra C <Sandra\_Musallam@oxy.com>  
**Subject:** RE: Action ID: 296627; PLC-927

Hi Dean,

Please find attached the tracking numbers for the re-notice. A second publication was not conducted as the change did not affect the original publication language.

Thank you,

**Eric Fortier**

Staff Regulatory Engineer  
[Eric\\_Fortier@oxy.com](mailto:Eric_Fortier@oxy.com)  
O: 713-497-2203  
C: 603-343-8601

---

**From:** McClure, Dean, EMNRD <Dean.McClure@emnrd.nm.gov>  
**Sent:** Monday, March 25, 2024 4:41 PM  
**To:** Fortier, Eric <Eric\_Fortier@oxy.com>; Musallam, Sandra C <Sandra\_Musallam@oxy.com>  
**Subject:** [EXTERNAL] Action ID: 296627; PLC-927

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

---

To whom it may concern (c/o Eric Fortier for Oxy USA, Inc.),

The Division is reviewing the following application:

<b>Action ID</b>	296627
<b>Admin No.</b>	PLC-927
<b>Applicant</b>	Oxy USA, Inc. (16696)
<b>Title</b>	Red Tank 26 CPF (Oil)
<b>Sub. Date</b>	12/20/2023

Please provide the following additional supplemental documents:

- 

Please provide additional information regarding the following:

- Reference is made to new notice being provided due to changes to the spacing units. Please provide a table with the tracking numbers for the new notice and the affidavit of publication if public notice was conducted.

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

# Affidavit of Publication

STATE OF NEW MEXICO  
COUNTY OF LEA

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

Beginning with the issue dated  
October 12, 2023  
and ending with the issue dated  
October 12, 2023.

  
Publisher

Sworn and subscribed to before me this  
12th day of October 2023.

  
Business Manager

My commission expires  
January 29, 2027

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

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

**LEGAL NOTICE**  
**October 12, 2023**

Notice of Application for Surface Commingling

OXY USA INC located at 5 Greenway Plaza, Suite 110 Houston TX 77046 is applying to the NMOC to amend surface commingle permit PLC 835B/C for gas production at facilities in the Red Tank area. The facilities are located in Lea County, Section 30 T22S-R33E, Section 27 T22S-R32E, and Section 26 T22S- R32E. Wells going to the aforementioned facilities are located in Lea County, Sections 7, 18, 30 and 31 T22S-R33E, Section 36 T21S-R32E, and Sections 1, 12, 13, 25, 26, 27, 34, 35, and 36 T22S-R32E. Production is from the Red Tank; Bone Spring, East, WC-025 G-09 S223332A; Upper Wolfcamp, Red Tank; Bone Spring, WC-025 G-08 S223227D; Upper Wolfcamp, and WC-025 G-08 S223227D; 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 NMOC may approve the application.

For questions pertaining to the application, please contact Eric Fortier at (713) 497-2203.  
#00283703

67111848

00283703

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

**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-835-D**

**ORDER**

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

**FINDINGS OF FACT**

1. Oxy USA, Inc. (“Applicant”) submitted a complete application to surface commingle the gas production from the pools, leases, and wells identified in Exhibit A (“Application”).
2. Applicant proposed a method to allocate the gas production to the pools, leases, and wells to be commingled.
3. Applicant stated that it intends to keep the gas production from one or more group(s) of wells identified in Exhibit D segregated from the gas production from all other wells prior to measuring that production with an allocation meter.
4. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
5. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
6. Applicant certified the commingling of gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the gas production to less than if it had remained segregated.
7. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10.C.(4)(g) NMAC.
8. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease identified in Exhibit A.
9. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, gas production from the well(s) identified in Exhibit C which produce from pools and leases identified in Exhibit A but is currently authorized to be part of the commingling project authorized within Order PLC-767-C.

10. Applicant submitted or intends to submit one or more proposed communitization agreement(s) (“Proposed Agreement(s)”) to the BLM or NMSLO, as applicable, identifying the acreage of each lease to be consolidated into a single pooled area (“Pooled Area”), as described in Exhibit B.

### **CONCLUSIONS OF LAW**

11. 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.
12. 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.
13. 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.
14. 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.
15. Commingling of gas 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.
16. 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.
17. 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 gas production from the pools, leases, and wells identified in Exhibit A.

Applicant is authorized to store and measure gas 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 gas 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 gas 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.

Applicant is authorized to surface commingle and off-lease measure, as applicable, gas production from the well(s) identified in Exhibit C that produce from a pool and lease identified in Exhibit A once the well(s) have been removed from the commingling project currently authorized within Order PLC-767-C.

2. This Order supersedes Order PLC-835-C.
3. For each Pooled Area described in Exhibit B, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing gas production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

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

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

4. The allocation of gas 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 gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
5. The allocation of gas production to each group of wells identified in Exhibit D shall be determined by separating and metering the production from each group as described by Train in Exhibit D prior to commingling that production with production from any other well.
6. The allocation of gas 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 gas 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 gas 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 gas 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 gas 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 gas 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.

7. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8.B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8.E. NMAC.
8. Applicant shall calibrate the meters used to measure or allocate gas production in accordance with 19.15.12.10.C.(2) NMAC.
9. If the commingling of gas production from any pool, lease, or well reduces the value of the commingled gas 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 gas 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.

- 10. 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.
- 11. 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 gas production to it, and the location(s) that commingling of its production will occur.
- 12. For the well(s) included in Exhibit C that produce from a pool and lease identified in Exhibit A, Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been removed from the commingling project currently authorized within Order PLC-767-C and prior to including it in the commingling project authorized within this Order. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of gas production to it, and the location(s) that commingling of its production will occur.
- 13. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
- 14. 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).
- 15. 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: 3/28/24**

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

**Order: PLC-835-D**  
**Operator: Oxy USA, Inc. (16696)**  
**Central Tank Battery: Taco Cat Battery**  
**Central Tank Battery Location: UL E, Section 27, Township 22 South, Range 32 East**  
**Central Tank Battery: Avogato 30 31 State Battery**  
**Central Tank Battery Location: UL A, Section 30, Township 22 South, Range 33 East**  
**Central Tank Battery: Red Tank 27 28 Oil Gathering Station**  
**Central Tank Battery Location: UL E, Section 27, Township 22 South, Range 32 East**  
**Central Tank Battery: Red Tank 26 Central Processing Facility**  
**Central Tank Battery Location: UL G, Section 26, Township 22 South, Range 32 East**  
**Gas Title Transfer Meter Location: UL A, Section 30, Township 22 South, Range 33 East**

### Pools

Pool Name	Pool Code
RED TANK; BONE SPRING	51683
RED TANK; BONE SPRING, EAST	51687
WC-025 G-09 S223332A; UPR WOLFCAMP	98177
WC-025 G-08 S223227D; UPPER WOLFCAMP	98286

### Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Wolfcamp NMNM 144210	All	27-22S-32E
	All	34-22S-32E
CA Bone Spring NMNM 144209	All	27-22S-32E
	All	34-22S-32E
CA Bone Spring NMSLO PUN 1366786	E/2 E/2	30-22S-33E
	E/2 E/2	31-22S-33E
CA Bone Spring NMSLO PUN 1378315	E/2	30-22S-33E
	E/2	31-22S-33E
CA Wolfcamp NMSLO PUN 1378881	E/2	30-22S-33E
	E/2	31-22S-33E
CA Bone Spring NMSLO PUN 1378301	W/2	30-22S-33E
	W/2	31-22S-33E
CA Bone Spring NMSLO PUN 1380825	W/2	30-22S-33E
	W/2	31-22S-33E
CA Bone Spring NMSLO PUN 1395874	W/2	7-22S-33E
	W/2	18-22S-33E
CA Bone Spring NMSLO PUN 1395889	B C F G J K N O	7-22S-33E
	B C F G J K N O	18-22S-33E
CA Bone Spring NMSLO PUN 1395891	E/2	7-22S-33E
	E/2	18-22S-33E
CA Bone Spring NMNM105794788	W/2 W/2	36-21S-32E
	W/2 W/2	1-22S-32E
	W/2 W/2	12-22S-32E

	V0 3527 0002	N/2 N/2	31-22S-33E
	V0 4617 0002	All	7-22S-33E
	L0 4780 0004	All	18-22S-33E
	V0 2512 0004	W/2	36-22S-32E
	V0 3812 0002	E/2	36-22S-32E
		All	25-22S-32E
	NMNM 105314953 (002379)	E/2	26-22S-32E
		E/2	35-22S-32E
	NMNM 105316081 (086149)	W/2	26-22S-32E
	NMNM 105463235 (086150)	W/2	35-22S-32E

**Wells**

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-44933	Taco Cat 27 34 Federal Com #11H	All	27-22S-32E	51683
		All	34-22S-32E	
30-025-44934	Taco Cat 27 34 Federal Com #21H	All	27-22S-32E	51683
		All	34-22S-32E	
30-025-46949	Taco Cat 27 34 Federal Com #24H	All	27-22S-32E	51683
		All	34-22S-32E	
30-025-46934	Taco Cat 27 34 Federal Com #25H	All	27-22S-32E	51683
		All	34-22S-32E	
30-025-46935	Taco Cat 27 34 Federal Com #26H	All	27-22S-32E	51683
		All	34-22S-32E	
30-025-46925	Taco Cat 27 34 Federal Com #32H	All	27-22S-32E	51683
		All	34-22S-32E	
30-025-46936	Taco Cat 27 34 Federal Com #34H	All	27-22S-32E	51683
		All	34-22S-32E	
30-025-44935	Taco Cat 27 34 Federal Com #31H	All	27-22S-32E	98286
		All	34-22S-32E	
30-025-46926	Taco Cat 27 34 Federal Com #33H	All	27-22S-32E	98286
		All	34-22S-32E	
30-025-46937	Taco Cat 27 34 Federal Com #35H	All	27-22S-32E	98286
		All	34-22S-32E	
30-025-45927	Avogato 30 31 State Com #32H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	
30-025-45956	Avogato 30 31 State Com #11H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	
30-025-45957	Avogato 30 31 State Com #12H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	
30-025-45958	Avogato 30 31 State Com #13H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	
30-025-45959	Avogato 30 31 State Com #14H	E/2	30-22S-33E	51687
		E/2	31-22S-33E	
30-025-45924	Avogato 30 31 State Com #21H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	
30-025-45925	Avogato 30 31 State Com #22H	W/2	30-22S-33E	51687
		W/2	31-22S-33E	

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

30-025-48757	Senile Felines 18 7 State Com #313H	E/2 E/2	7-22S-33E 18-22S-33E	98177
30-025-51343	Avogato 30 31 State Com #73H	E/2 E/2	30-22S-33E 31-22S-33E	51687
30-025-51698	Avogato 30 31 State Com #72H	W/2 W/2	30-22S-33E 31-22S-33E	51687
30-025-51697	Avogato 30 31 State Com #71H	W/2 W/2	30-22S-33E 31-22S-33E	51687
30-025-51340	Avogato 30 31 State Com #2H	E/2 E/2	30-22S-33E 31-22S-33E	51687
30-025-51696	Avogato 30 31 State Com #1H	W/2 W/2	30-22S-33E 31-22S-33E	51687
30-025-50766	Paw Swap 12 36 Federal Com #21H	W/2 W/2 W/2 W/2 W/2 W/2	36-21S-32E 1-22S-32E 12-22S-32E	51683
30-025-50765	Paw Swap 12 36 Federal Com #11H	W/2 W/2 W/2 W/2 W/2 W/2	36-21S-32E 1-22S-32E 12-22S-32E	51683
30-025-50949	Stack Cats 25 36 Federal Com #31H	W/2 W/2	25-22S-32E 36-22S-32E	98177
30-025-50950	Stack Cats 25 36 Federal Com #32H	W/2 W/2	25-22S-32E 36-22S-32E	98177
30-025-50951	Stack Cats 25 36 Federal Com #33H	W/2 W/2	25-22S-32E 36-22S-32E	98177
30-025-50953	Stack Cats 25 36 Federal Com #311H	W/2 W/2	25-22S-32E 36-22S-32E	98177
30-025-50952	Stack Cats 25 36 Federal Com #34H	E/2 E/2	25-22S-32E 36-22S-32E	98177
30-025-50954	Stack Cats 25 36 Federal Com #312H	E/2 E/2	25-22S-32E 36-22S-32E	98177
30-025-50955	Stack Cats 25 36 Federal Com #313H	E/2 E/2	25-22S-32E 36-22S-32E	98177
30-025-51752	Stack Cats 25 36 Federal Com #22H	W/2 W/2	25-22S-32E 36-22S-32E	51683
30-025-51753	Stack Cats 25 36 Federal Com #23H	W/2 W/2	25-22S-32E 36-22S-32E	51683
30-025-51754	Stack Cats 25 36 Federal Com #24H	W/2 W/2	25-22S-32E 36-22S-32E	51683
30-025-51755	Stack Cats 25 36 Federal Com #25H	W/2 E/2 W/2 E/2	25-22S-32E 36-22S-32E	51683
30-025-51756	Stack Cats 25 36 Federal Com #26H	E/2 E/2 E/2 E/2	25-22S-32E 36-22S-32E	51683
30-025-50375	Llama Mall 26 35 Federal Com #311H	W/2 W/2	26-22S-32E 35-22S-32E	98286
30-025-50300	Llama Mall 26 35 Federal Com #312H	W/2 W/2	26-22S-32E 35-22S-32E	98286
30-025-50098	Llama Mall 26 35 Federal Com #21H	W/2 W/2	26-22S-32E 35-22S-32E	51683

30-025-50305	Llama Mall 26 35 Federal Com #22H	W/2	26-22S-32E	51683
		W/2	35-22S-32E	
30-025-50306	Llama Mall 26 35 Federal Com #23H	W/2	26-22S-32E	51683
		W/2	35-22S-32E	
30-025-50099	Llama Mall 26 35 Federal Com #31H	W/2	26-22S-32E	98286
		W/2	35-22S-32E	
30-025-50310	Llama Mall 26 35 Federal Com #32H	W/2	26-22S-32E	98286
		W/2	35-22S-32E	
30-025-50311	Llama Mall 26 35 Federal Com #33H	W/2	26-22S-32E	98286
		W/2	35-22S-32E	
30-025-50301	Llama Mall 26 35 Federal Com #313H	E/2	26-22S-32E	98286
		E/2	35-22S-32E	
30-025-50307	Llama Mall 26 35 Federal Com #24H	E/2	26-22S-32E	51683
		E/2	35-22S-32E	
30-025-50308	Llama Mall 26 35 Federal Com #25H	E/2	26-22S-32E	51683
		E/2	35-22S-32E	
30-025-50309	Llama Mall 26 35 Federal Com #26H	E/2	26-22S-32E	51683
		E/2	35-22S-32E	
30-025-50298	Llama Mall 26 35 Federal Com #34H	E/2	26-22S-32E	98286
		E/2	35-22S-32E	
30-025-50299	Llama Mall 26 35 Federal Com #35H	E/2	26-22S-32E	98286
		E/2	35-22S-32E	

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit B

Order: PLC-835-D  
Operator: Oxy USA, Inc. (16696)

### Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Wolfcamp NMSLO	W/2	7-22S-33E	611.84	B
	W/2	18-22S-33E		
CA Wolfcamp NMSLO	B C F G J K N O	7-22S-33E	640	D
	B C F G J K N O	18-22S-33E		
CA Wolfcamp NMSLO	E/2	7-22S-33E	640	F
	E/2	18-22S-33E		
CA Wolfcamp BLM	W/2	25-22S-32E	640	G
	W/2	36-22S-32E		
CA Wolfcamp NMNM 105823527	E/2	25-22S-32E	640	H
	E/2	36-22S-32E		
CA Wolfcamp NMNM 105828973	W/2	26-22S-32E	640	I
	W/2	35-22S-32E		
CA Bone Spring BLM	W/2	26-22S-32E	640	J
	W/2	35-22S-32E		
CA Bone Spring	W/2	25-22S-32E	640	K
	W/2	36-22S-32E		
CA Bone Spring NMNM 106353894	W/2 E/2	25-22S-32E	320	L
	W/2 E/2	36-22S-32E		
CA Bone Spring NMNM 106353895	E/2 E/2	25-22S-32E	320	M
	E/2 E/2	36-22S-32E		

### Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
VO 46170002	W/2	7-22S-33E	305.64	B
LO 47800004	W/2	18-22S-33E	306.2	B
VO 46170002	B C F G J K N O	7-22S-33E	320	D
LO 47800004	B C F G J K N O	18-22S-33E	320	D
VO 46170002	E/2	7-22S-33E	320	F
LO 47800004	E/2	18-22S-33E	320	F
NMNM 105314953 (002379)	W/2	25-22S-32E	320	G
V0 2512 0004	W/2	36-22S-32E	320	G
NMNM 105314953 (002379)	E/2	25-22S-32E	320	H
V0 3812 0002	E/2	36-22S-32E	320	H
NMNM 105316081 (086149)	W/2	26-22S-32E	320	I
NMNM 105463235 (086150)	W/2	35-22S-32E	320	I
NMNM 105316081 (086149)	W/2	26-22S-32E	320	J
NMNM 105463235 (086150)	W/2	35-22S-32E	320	J

NMNM 105314953 (002379)	W/2	25-22S-32E	320	K
V0 2512 0004	W/2	36-22S-32E	320	K
NMNM 105314953 (002379)	W/2 E/2	25-22S-32E	160	L
V0 3812 0002	W/2 E/2	36-22S-32E	160	L
NMNM 105314953 (002379)	E/2 E/2	25-22S-32E	160	M
V0 3812 0002	E/2 E/2	36-22S-32E	160	M

State of New Mexico  
Energy, Minerals and Natural Resources Department

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**Exhibit C**

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Order: **PLC-835-D**  
Operator: **Oxy USA, Inc. (16696)**

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**Wells**

<b>Well API</b>	<b>Well Name</b>	<b>UL or Q/Q</b>	<b>S-T-R</b>	<b>Pool</b>
30-025-41885	Red Tank 31 State #5H	N/2 N/2	31-22S-33E	51687

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit D

Order: PLC-835-D  
Operator: Oxy USA, Inc. (16696)

Wells				
Well API	Well Name	UL or Q/Q	S-T-R	Train
30-025-44933	Taco Cat 27 34 Federal Com #11H	All	27-22S-32E	A1
		All	34-22S-32E	
30-025-44934	Taco Cat 27 34 Federal Com #21H	All	27-22S-32E	A1
		All	34-22S-32E	
30-025-46949	Taco Cat 27 34 Federal Com #24H	All	27-22S-32E	A1
		All	34-22S-32E	
30-025-46934	Taco Cat 27 34 Federal Com #25H	All	27-22S-32E	A1
		All	34-22S-32E	
30-025-46935	Taco Cat 27 34 Federal Com #26H	All	27-22S-32E	A1
		All	34-22S-32E	
30-025-46925	Taco Cat 27 34 Federal Com #32H	All	27-22S-32E	A1
		All	34-22S-32E	
30-025-46936	Taco Cat 27 34 Federal Com #34H	All	27-22S-32E	A1
		All	34-22S-32E	
30-025-44935	Taco Cat 27 34 Federal Com #31H	All	27-22S-32E	A1
		All	34-22S-32E	
30-025-46926	Taco Cat 27 34 Federal Com #33H	All	27-22S-32E	A1
		All	34-22S-32E	
30-025-46937	Taco Cat 27 34 Federal Com #35H	All	27-22S-32E	A1
		All	34-22S-32E	
30-025-45927	Avogato 30 31 State Com #32H	W/2	30-22S-33E	B1
		W/2	31-22S-33E	
30-025-45956	Avogato 30 31 State Com #11H	W/2	30-22S-33E	B1
		W/2	31-22S-33E	
30-025-45957	Avogato 30 31 State Com #12H	W/2	30-22S-33E	B1
		W/2	31-22S-33E	
30-025-45958	Avogato 30 31 State Com #13H	W/2	30-22S-33E	B1
		W/2	31-22S-33E	
30-025-45959	Avogato 30 31 State Com #14H	E/2	30-22S-33E	B1
		E/2	31-22S-33E	
30-025-45924	Avogato 30 31 State Com #21H	W/2	30-22S-33E	B1
		W/2	31-22S-33E	
30-025-45925	Avogato 30 31 State Com #22H	W/2	30-22S-33E	B1
		W/2	31-22S-33E	
30-025-45926	Avogato 30 31 State Com #23H	W/2	30-22S-33E	B1
		W/2	31-22S-33E	
30-025-45960	Avogato 30 31 State Com #24H	E/2	30-22S-33E	B1
		E/2	31-22S-33E	

30-025-45961	Avogato 30 31 State Com #25H	E/2 E/2	30-22S-33E 31-22S-33E	B1
30-025-45929	Avogato 30 31 State Com #31H	W/2 W/2	30-22S-33E 31-22S-33E	B1
30-025-45928	Avogato 30 31 State Com #33H	W/2 W/2	30-22S-33E 31-22S-33E	B1
30-025-45930	Avogato 30 31 State Com #34H	E/2 E/2	30-22S-33E 31-22S-33E	B1
30-025-45923	Avogato 30 31 State Com #4H	E/2 E/2	30-22S-33E 31-22S-33E	B1
30-025-45964	Avogato 30 31 State Com #74H	E/2 E/2	30-22S-33E 31-22S-33E	B1
30-025-45931	Avogato 30 31 State Com #35H	E/2 E/2	30-22S-33E 31-22S-33E	B1
30-025-44193	Red Tank 30 31 State Com #14H	E/2 E/2 E/2 E/2	30-22S-33E 31-22S-33E	B1
30-025-44161	Red Tank 30 31 State Com #24Y	E/2 E/2 E/2 E/2	30-22S-33E 31-22S-33E	B1
30-025-44063	Red Tank 30 31 State Com #34H	E/2 E/2 E/2 E/2	30-22S-33E 31-22S-33E	B1
30-025-48745	Senile Felines 18 7 State Com #21H	W/2 W/2	7-22S-33E 18-22S-33E	B1
30-025-48746	Senile Felines 18 7 State Com #22H	W/2 W/2	7-22S-33E 18-22S-33E	B1
30-025-48747	Senile Felines 18 7 State Com #23H	W/2 W/2	7-22S-33E 18-22S-33E	B1
30-025-48756	Senile Felines 18 7 State Com #311H	W/2 W/2	7-22S-33E 18-22S-33E	B1
30-025-48751	Senile Felines 18 7 State Com #31H	W/2 W/2	7-22S-33E 18-22S-33E	B1
30-025-48752	Senile Felines 18 7 State Com #32H	W/2 W/2	7-22S-33E 18-22S-33E	B1
30-025-48748	Senile Felines 18 7 State Com #24H	B C F G J K N O B C F G J K N O	7-22S-33E 18-22S-33E	B1
30-025-48758	Senile Felines 18 7 State Com #312H	B C F G J K N O B C F G J K N O	7-22S-33E 18-22S-33E	B1
30-025-48749	Senile Felines 18 7 State Com #25H	E/2 E/2	7-22S-33E 18-22S-33E	B1
30-025-48750	Senile Felines 18 7 State Com #26H	E/2 E/2	7-22S-33E 18-22S-33E	B1
30-025-48754	Senile Felines 18 7 State Com #34H	E/2 E/2	7-22S-33E 18-22S-33E	B1
30-025-48755	Senile Felines 18 7 State Com #35H	E/2 E/2	7-22S-33E 18-22S-33E	B1
30-025-48757	Senile Felines 18 7 State Com #313H	E/2 E/2	7-22S-33E 18-22S-33E	B1
30-025-51343	Avogato 30 31 State Com #73H	E/2 E/2	30-22S-33E 31-22S-33E	B1

30-025-51698	Avogato 30 31 State Com #72H	W/2 W/2	30-22S-33E 31-22S-33E	B1
30-025-51697	Avogato 30 31 State Com #71H	W/2 W/2	30-22S-33E 31-22S-33E	B1
30-025-51340	Avogato 30 31 State Com #2H	E/2 E/2	30-22S-33E 31-22S-33E	B1
30-025-51696	Avogato 30 31 State Com #1H	W/2 W/2	30-22S-33E 31-22S-33E	B1
30-025-50766	Paw Swap 12 36 Federal Com #21H	W/2 W/2 W/2 W/2 W/2 W/2	36-21S-32E 1-22S-32E 12-22S-32E	C1
30-025-50765	Paw Swap 12 36 Federal Com #11H	W/2 W/2 W/2 W/2 W/2 W/2	36-21S-32E 1-22S-32E 12-22S-32E	C1
30-025-50949	Stack Cats 25 36 Federal Com #31H	W/2 W/2	25-22S-32E 36-22S-32E	D1
30-025-50950	Stack Cats 25 36 Federal Com #32H	W/2 W/2	25-22S-32E 36-22S-32E	D1
30-025-50951	Stack Cats 25 36 Federal Com #33H	W/2 W/2	25-22S-32E 36-22S-32E	D1
30-025-50953	Stack Cats 25 36 Federal Com #311H	W/2 W/2	25-22S-32E 36-22S-32E	D1
30-025-50952	Stack Cats 25 36 Federal Com #34H	E/2 E/2	25-22S-32E 36-22S-32E	D1
30-025-50954	Stack Cats 25 36 Federal Com #312H	E/2 E/2	25-22S-32E 36-22S-32E	D1
30-025-50955	Stack Cats 25 36 Federal Com #313H	E/2 E/2	25-22S-32E 36-22S-32E	D1
30-025-51752	Stack Cats 25 36 Federal Com #22H	W/2 W/2	25-22S-32E 36-22S-32E	D1
30-025-51753	Stack Cats 25 36 Federal Com #23H	W/2 W/2	25-22S-32E 36-22S-32E	D1
30-025-51754	Stack Cats 25 36 Federal Com #24H	W/2 W/2	25-22S-32E 36-22S-32E	D1
30-025-51755	Stack Cats 25 36 Federal Com #25H	W/2 E/2 W/2 E/2	25-22S-32E 36-22S-32E	D1
30-025-51756	Stack Cats 25 36 Federal Com #26H	E/2 E/2 E/2 E/2	25-22S-32E 36-22S-32E	D1
30-025-50375	Llama Mall 26 35 Federal Com #311H	W/2 W/2	26-22S-32E 35-22S-32E	D2
30-025-50300	Llama Mall 26 35 Federal Com #312H	W/2 W/2	26-22S-32E 35-22S-32E	D2
30-025-50098	Llama Mall 26 35 Federal Com #21H	W/2 W/2	26-22S-32E 35-22S-32E	D2
30-025-50305	Llama Mall 26 35 Federal Com #22H	W/2 W/2	26-22S-32E 35-22S-32E	D2
30-025-50306	Llama Mall 26 35 Federal Com #23H	W/2 W/2	26-22S-32E 35-22S-32E	D2

<b>30-025-50099</b>	<b>Llama Mall 26 35 Federal Com #31H</b>	<b>W/2</b>	<b>26-22S-32E</b>	<b>D2</b>
		<b>W/2</b>	<b>35-22S-32E</b>	
<b>30-025-50310</b>	<b>Llama Mall 26 35 Federal Com #32H</b>	<b>W/2</b>	<b>26-22S-32E</b>	<b>D2</b>
		<b>W/2</b>	<b>35-22S-32E</b>	
<b>30-025-50311</b>	<b>Llama Mall 26 35 Federal Com #33H</b>	<b>W/2</b>	<b>26-22S-32E</b>	<b>D2</b>
		<b>W/2</b>	<b>35-22S-32E</b>	
<b>30-025-50301</b>	<b>Llama Mall 26 35 Federal Com #313H</b>	<b>E/2</b>	<b>26-22S-32E</b>	<b>D2</b>
		<b>E/2</b>	<b>35-22S-32E</b>	
<b>30-025-50307</b>	<b>Llama Mall 26 35 Federal Com #24H</b>	<b>E/2</b>	<b>26-22S-32E</b>	<b>D2</b>
		<b>E/2</b>	<b>35-22S-32E</b>	
<b>30-025-50308</b>	<b>Llama Mall 26 35 Federal Com #25H</b>	<b>E/2</b>	<b>26-22S-32E</b>	<b>D2</b>
		<b>E/2</b>	<b>35-22S-32E</b>	
<b>30-025-50309</b>	<b>Llama Mall 26 35 Federal Com #26H</b>	<b>E/2</b>	<b>26-22S-32E</b>	<b>D2</b>
		<b>E/2</b>	<b>35-22S-32E</b>	
<b>30-025-50298</b>	<b>Llama Mall 26 35 Federal Com #34H</b>	<b>E/2</b>	<b>26-22S-32E</b>	<b>D2</b>
		<b>E/2</b>	<b>35-22S-32E</b>	
<b>30-025-50299</b>	<b>Llama Mall 26 35 Federal Com #35H</b>	<b>E/2</b>	<b>26-22S-32E</b>	<b>D2</b>
		<b>E/2</b>	<b>35-22S-32E</b>	

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

CONDITIONS  
 Action 296636

**CONDITIONS**

Operator: OXY USA INC P.O. Box 4294 Houston, TX 772104294	OGRID: 16696
	Action Number: 296636
	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.	3/28/2024