

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 [x] Pool and Lease Commingling [] Off-Lease Storage and Measurement (Only if not Surface Commingled)

LEASE TYPE: [] Fee [x] State [x] Federal

Is this an Amendment to existing Order? [x] Yes [] No If "Yes", please include the appropriate Order No. CTB 1097
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling
[x] Yes [] No

(A) POOL COMMINGLING
Please attach sheets with the following information

Table with 6 columns: (1) Pool Names and Codes, Gravities / BTU of Non-Commingled Production, Calculated Gravities / BTU of Commingled Production, Calculated Value of Commingled Production, Volumes. Row 1: SEE ATTACHED

(2) Are any wells producing at top allowables? [] Yes [x] No
(3) Has all interest owners been notified by certified mail of the proposed commingling? [x] Yes [] No.
(4) Measurement type: [] Metering [x] Other (Specify) ALLOCATION BY WELL TEST
(5) Will commingling decrease the value of production? [] Yes [x] 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: [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-09 S223332A;UPR WOLFCAMP & RED TANK; BONE SPRING **Pool Code:** 98177 & 51683

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 CTB 1097
 [II] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery
 WFX PMX SWD IPI EOR PPR

- 2) **NOTIFICATION REQUIRED TO:** Check those which apply.
 A. Offset operators or lease holders
 B. Royalty, overriding royalty owners, revenue owners
 C. Application requires published notice
 D. Notification and/or concurrent approval by SLO
 E. Notification and/or concurrent approval by BLM
 F. Surface owner
 G. For all of the above, proof of notification or publication is attached, and/or,
 H. No notice required

FOR OCD ONLY
<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 AND LEASE COMMINGLE, OFF-LEASE STORAGE, MEASUREMENT, AND SALES COMMINGLING PROPOSAL FOR OIL PRODUCTION AT THE RED TANK 26 CPF Train #2

OXY USA INC requests approval for an amendment to CTB 1097 for oil production at the Red Tank 26 CPF Train #2 (G-26-22S-32E). The wells feeding the train are listed below. *This request also includes future wells within the same pools and leases/PAs of wells listed below.*

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

POOLS: RED TANK; BONE SPRING (51683)

Comm Agreement Pending

50% BLM Royalty of 12.5% (NMNM002379), 50% SLO Royalty (V025124)

Well Name	API	Surface Location	Pool	POOL CODE	Date Online	Oil (bpd)	Gravity API	Gas (MSCFD)	BTU/cf	Water (bpd)
STACK CATS 25 36 FEDERAL COM #022H	30-025-51752	M-24-21S-32E	RED TANK;BONE SPRING	51683	5/2/2024	1088	43	1374	1300	2308
STACK CATS 25 36 FEDERAL COM #023H	30-025-51753	M-24-22S-32E	RED TANK;BONE SPRING	51683	5/2/2024	1088	43	1374	1300	2308
STACK CATS 25 36 FEDERAL COM #024H	30-025-51754	O-24-22S-32E	RED TANK;BONE SPRING	51683	5/6/2024	1088	43	1351	1300	2308

*Estimated average 6-month production

POOLS: RED TANK; BONE SPRING (51683)

Comm Agreement Pending

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

Well Name	API	Surface Location	Pool	POOL CODE	Date Online	Oil (bpd)	Gravity API	Gas (MSCFD)	BTU/cf	Water (bpd)
STACK CATS 25 36 FEDERAL COM #025H	30-025-51755	O-24-22S-32E	RED TANK;BONE SPRING	51683	5/6/2024	1088	43	1351	1300	2308
STACK CATS 25 36 FEDERAL COM #026H	30-025-51756	O-24-22S-32E	RED TANK;BONE SPRING	51683	5/6/2024	859	43	1081	1300	1827

*Estimated average 6-month production

Existing Wells included in Red Tank 26 CPF Train #2 (CTB 1097)

POOLS: WC-025 G-09 S223332A; UPR WOLFCAMP (98177)

Comm Agreement Pending

50% BLM Royalty of 12.5% (NMNM002379), 50% SLO Royalty (V025124)

Well Name	API	Surface Location	Pool	POOL CODE	Date Online	Oil (bpd)	Gravity API	Gas (MSCFD)	BTU/cf	Water (bpd)
Stack Cats 25-36 Federal Com 31H	30-025-50949	N-24-22S-32E	WC-025 G-09 S223332A;UPR WOLFCAMP	98177	7/1/2023	777	45.6	301	1255	948
Stack Cats 25-36 Federal Com 32H	30-025-50950	N-24-22S-32E	WC-025 G-09 S223332A;UPR WOLFCAMP	98177	7/1/2023	1098	45.6	794	1255	1067
Stack Cats 25-36 Federal Com 33H	30-025-50951	N-24-22S-32E	WC-025 G-09 S223332A;UPR WOLFCAMP	98177	7/1/2023	2141	45.6	3664	1255	4856
Stack Cats 25-36 Federal Com 311H	30-025-50953	N-24-22S-32E	WC-025 G-09 S223332A;UPR WOLFCAMP	98177	7/1/2023	1051	45.6	783	1255	1065

POOLS: WC-025 G-09 S223332A; UPR WOLFCAMP (98177)

Comm Agreement Pending

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

Well Name	API	Surface Location	Pool	POOL CODE	Date Online	Oil (bpd)	Gravity API	Gas (MSCFD)	BTU/cf	Water (bpd)
Stack Cats 25-36 Federal Com 34H	30-025-50952	O-24-22S-32E	WC-025 G-09 S223332A;UPR WOLFCAMP	98177	7/1/2023	982	45.6	660	1255	515
Stack Cats 25-36 Federal Com 312H	30-025-50954	O-24-22S-32E	WC-025 G-09 S223332A;UPR WOLFCAMP	98177	7/1/2023	1330	45.6	927	1255	858
Stack Cats 25-36 Federal Com 313H	30-025-50955	O-24-22S-32E	WC-025 G-09 S223332A;UPR WOLFCAMP	98177	7/1/2023	642	45.6	475	1255	78

Process Description:

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

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

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

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

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

Additional Application Components:

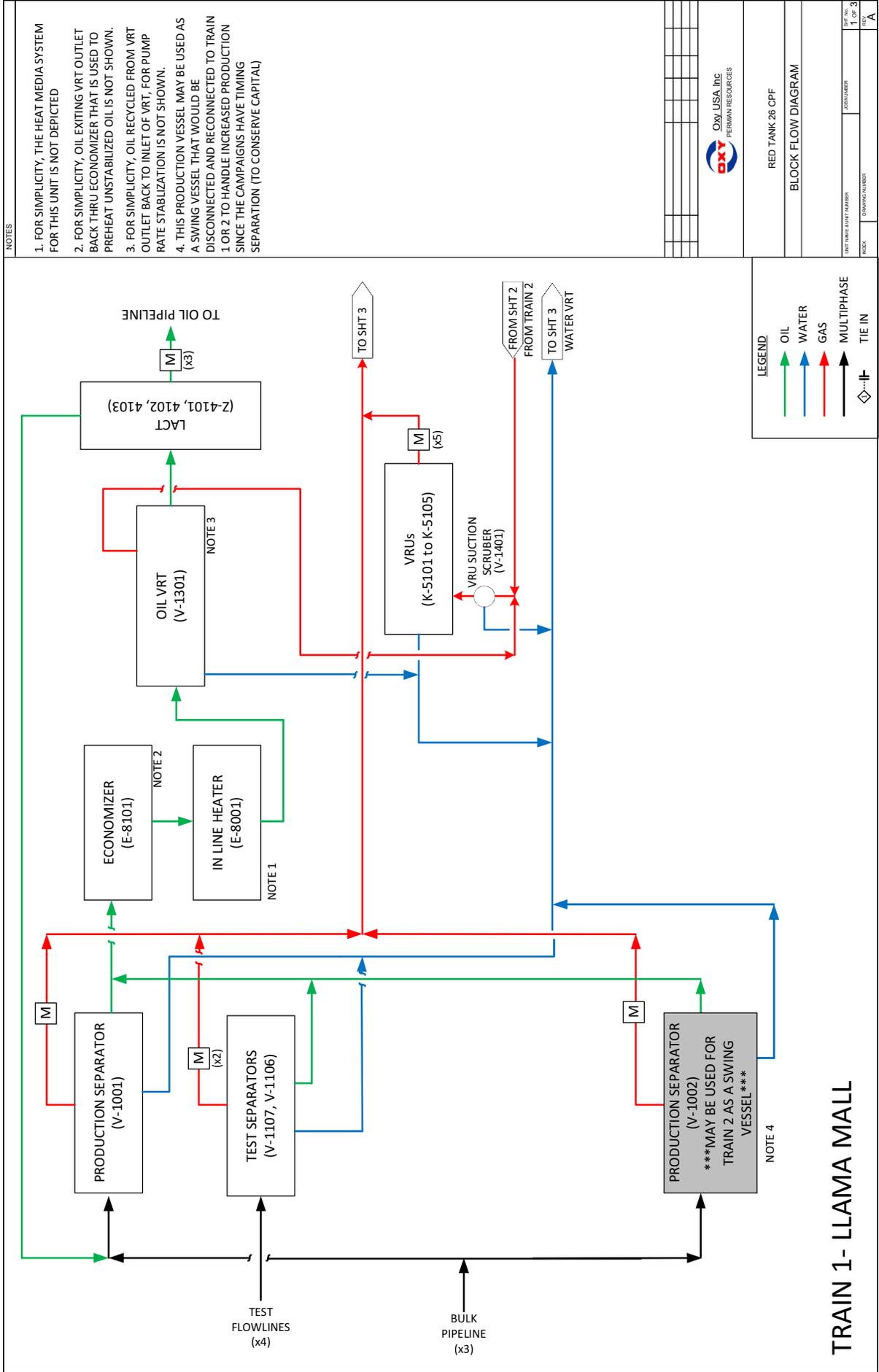
The flow of production is shown in detail on the enclosed facility diagram. Also enclosed is a map detailing the lease boundaries, well and battery locations

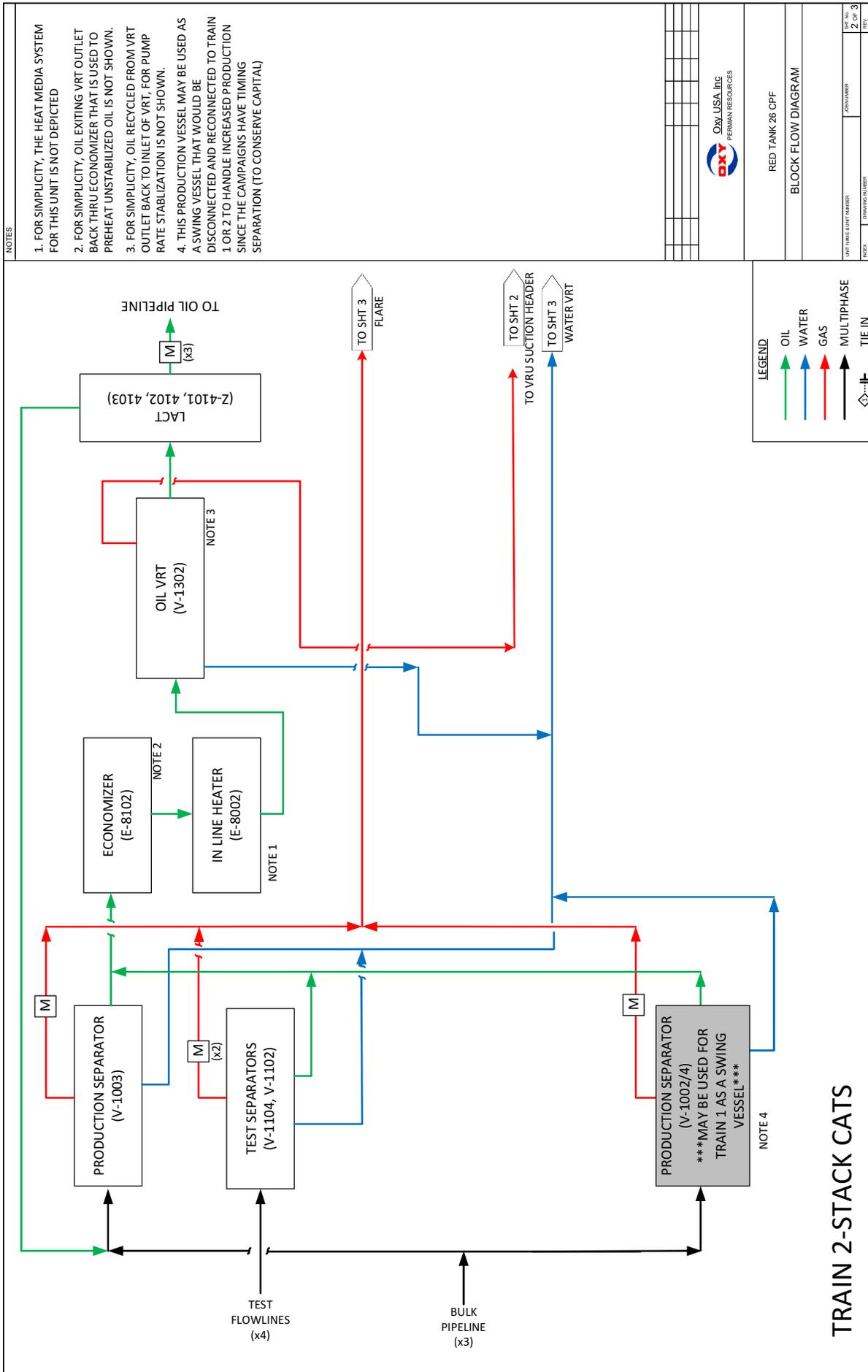
Pursuant to Statewide rule 19.15.12.10(C)(4)(g) OXY USA INC requests the option to include additional pools or leases within the defined parameters set forth in the Order for future additions.

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

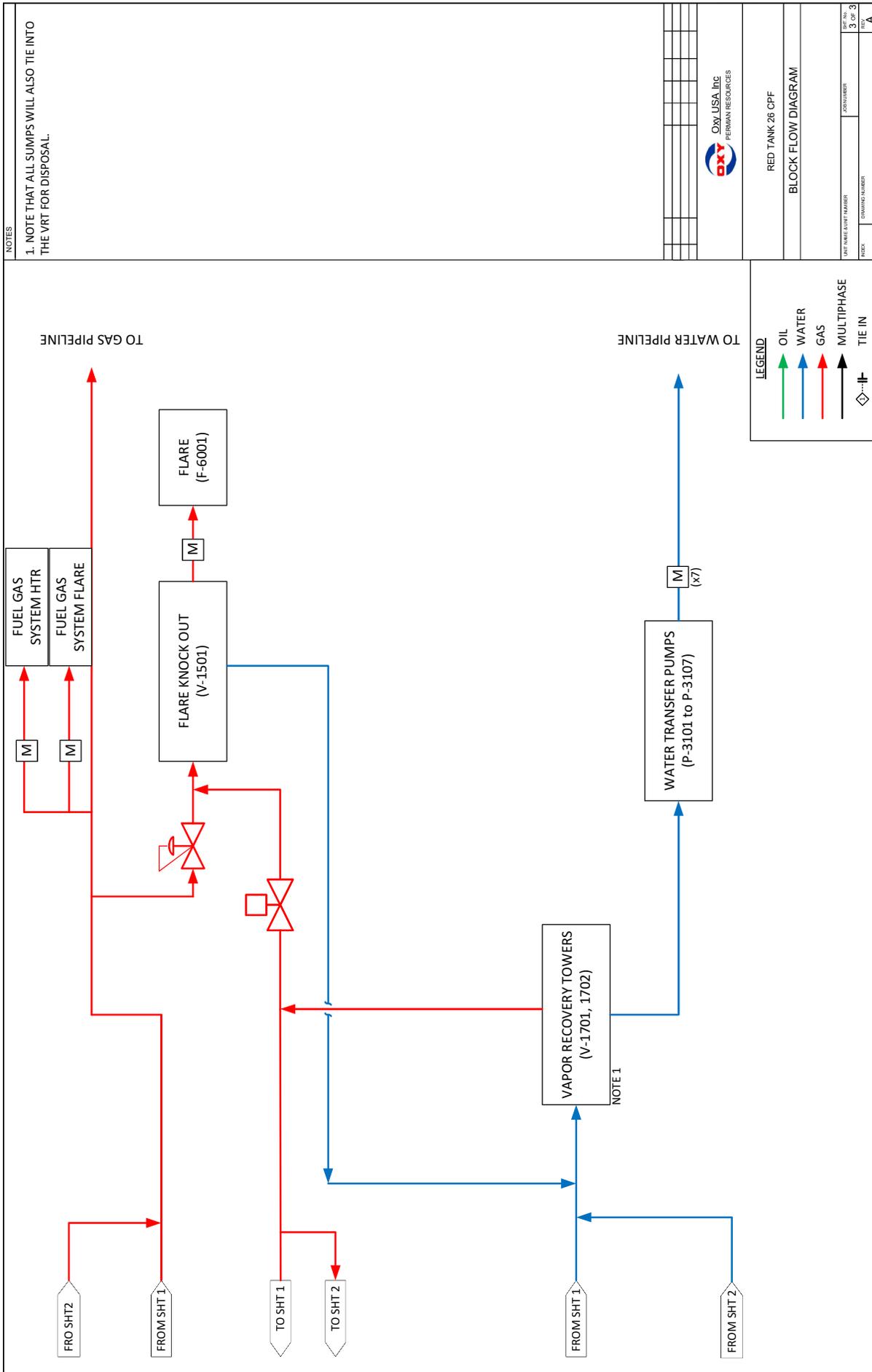
Commingling will not reduce the individual wells' production value or otherwise adversely affect the interest owners. It is the most effective means of producing the reserves. The surface commingle application will be submitted separately for approval per NMOCD, SLO, and BLM regulations.

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





OXY USA INC PERMANENT RESOURCES	
RED TANK 26 CPF	
BLOCK FLOW DIAGRAM	
UNIT NAME	PROJECT NUMBER
INDEX	DRAWING NUMBER
SHEET NO.	REV.
2 OF 3	A



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

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

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

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-51752	² Pool Code 51683	³ Pool Name RED TANK; BONE SPRING
⁴ Property Code 333676	⁵ Property Name STACK CATS 25_36 FED COM	
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁶ Well Number 22H
		⁹ Elevation 3757'

¹⁰ Surface Location

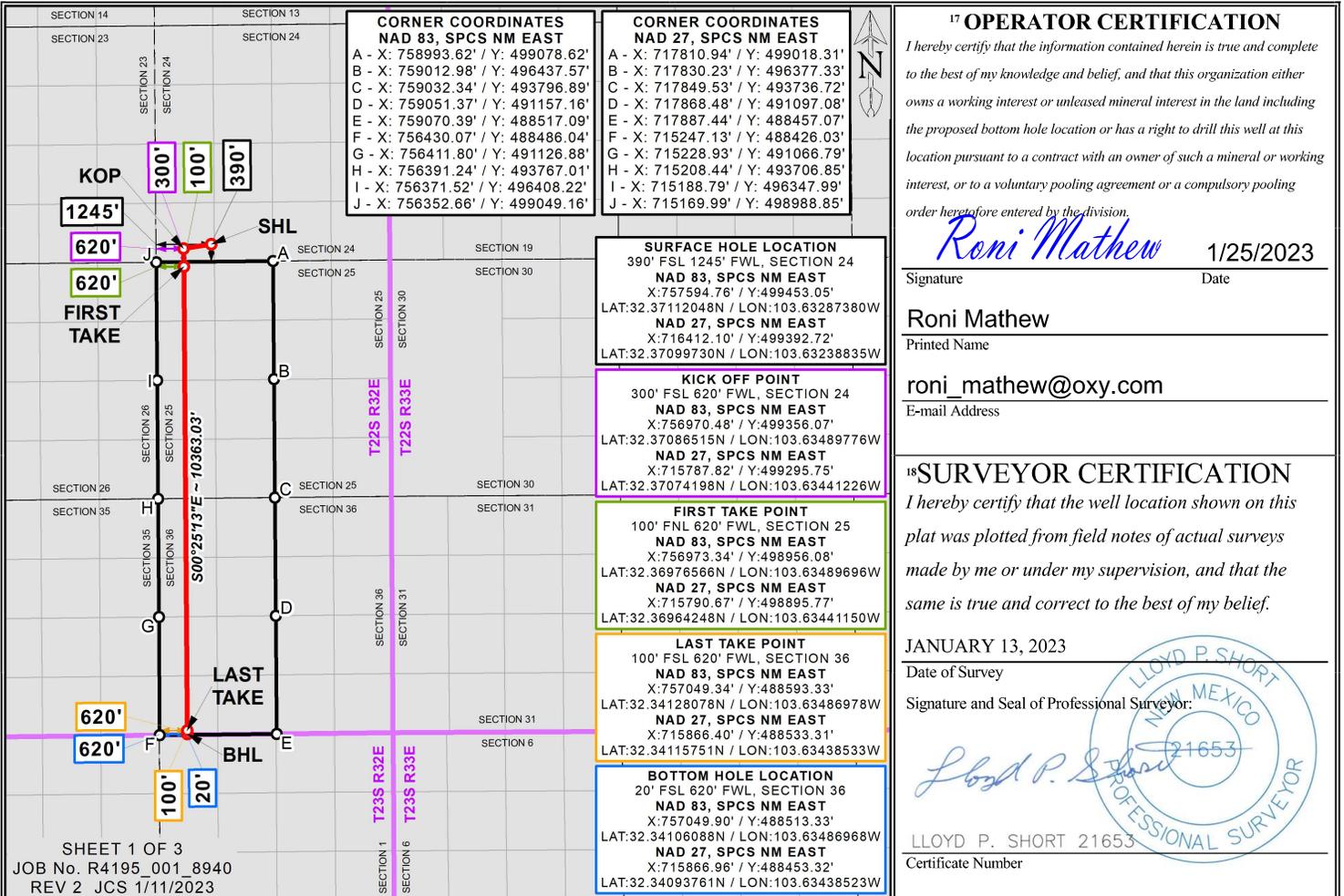
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	24	22S	32E		390	SOUTH	1245	WEST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	36	22S	32E		20	SOUTH	620	WEST	LEA

¹² Dedicated Acres 640.0	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



Distances/areas relative to NAD 83 Combined Scale Factor: 0.99975697 Convergence Angle: 00°04'14.40001"

Horizontal Spacing Unit

District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
District II
811 S. First St., Artesia, NM 88210
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State of New Mexico
Energy, Minerals & Natural Resources Department
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Santa Fe, NM 87505

Form C-102
Revised August 1, 2011
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[] AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

Table with 3 columns: API Number (30-025-51753), Pool Code (51683), Pool Name (RED TANK; BONE SPRING), Property Code (333676), Property Name (STACK CATS 25_36 FED COM), Well Number (23H), OGRID No. (16696), Operator Name (OXY USA INC.), Elevation (3757')

Surface Location

Table with 10 columns: UL or lot no. (M), Section (24), Township (22S), Range (32E), Lot Idn, Feet from the (390), North/South line (SOUTH), Feet from the (1275), East/West line (WEST), County (LEA)

Bottom Hole Location If Different From Surface

Table with 10 columns: UL or lot no. (N), Section (36), Township (22S), Range (32E), Lot Idn, Feet from the (20), North/South line (SOUTH), Feet from the (1760), East/West line (WEST), County (LEA)

Table with 4 columns: Dedicated Acres (320.0), Joint or Infill, Consolidation Code, Order No.

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

Map showing well location with corner coordinates, surface hole location, kick off point, first take point, last take point, and bottom hole location. Includes Operator Certification by Roni Mathew and Surveyor Certification by Lloyd P. Short.

Distances/areas relative to NAD 83 Combined Scale Factor: 0.99975697 Convergence Angle: 00°04'14.40001"

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-51755	² Pool Code 51683	³ Pool Name RED TANK; BONE SPRING
⁴ Property Code 333676	⁵ Property Name STACK CATS 35_36 FED COM	
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁶ Well Number 25H
		⁹ Elevation 3754'

¹⁰ Surface Location

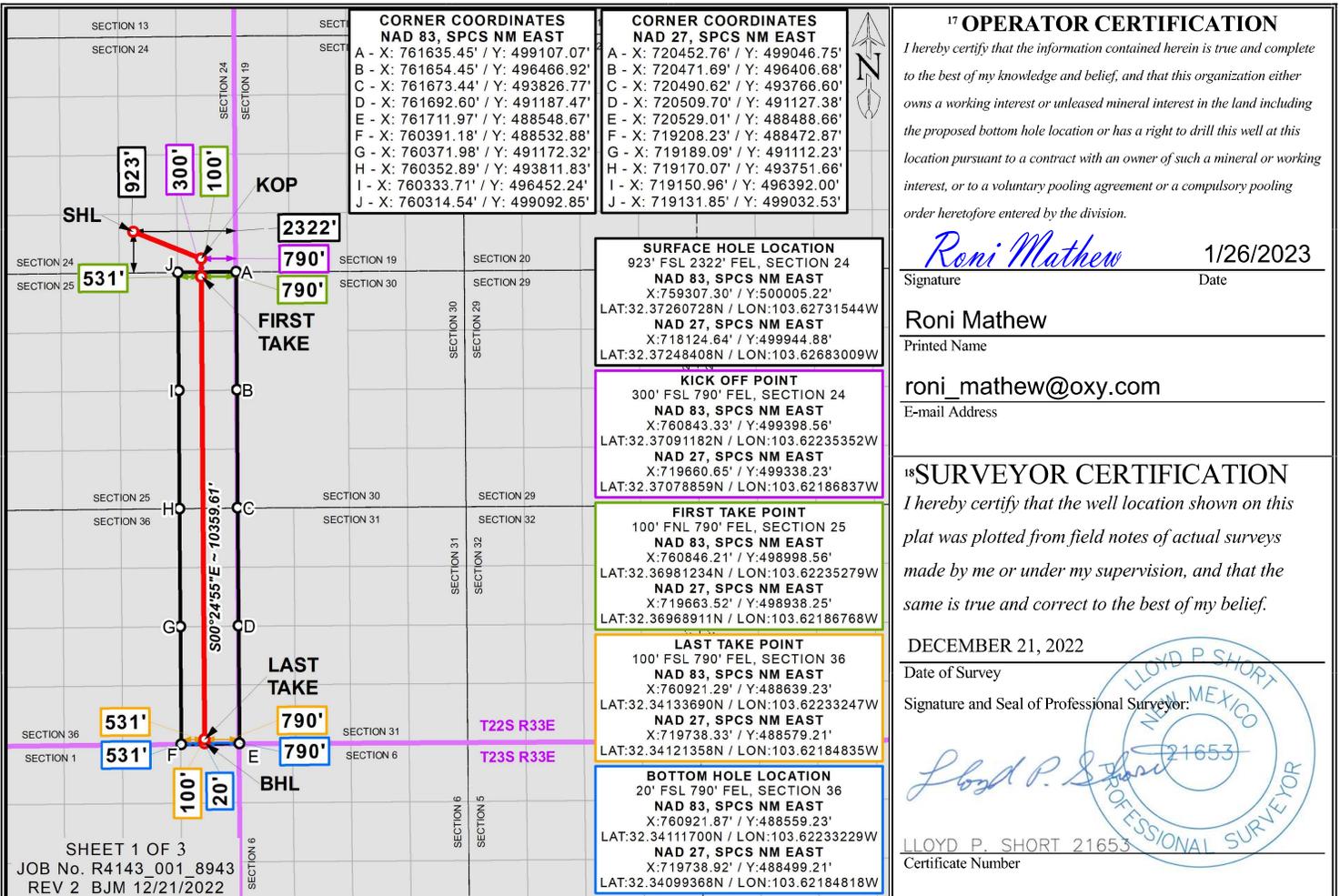
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	24	22S	32E		923	SOUTH	2322	EAST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	36	22S	32E		20	SOUTH	790	EAST	LEA

¹² Dedicated Acres 320.0	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



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

Roni Mathew 1/26/2023
Signature Date

Roni Mathew
Printed Name

roni_mathew@oxy.com
E-mail Address

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

DECEMBER 21, 2022
Date of Survey

Signature and Seal of Professional Surveyor:
Lloyd P. Short

LLOYD P. SHORT 21653
Certificate Number

Distances/areas relative to NAD 83 Combined Scale Factor: 0.99975697 Convergence Angle: 00°04'14.40001"

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Form C-102
Revised August 1, 2011
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District Office
 AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-51756	² Pool Code 51683	³ Pool Name RED TANK; BONE SPRING
⁴ Property Code 333676	⁵ Property Name STACK CATS 25_36 FED COM	
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁶ Well Number 26H
⁹ Elevation 3755'		

¹⁰ Surface Location

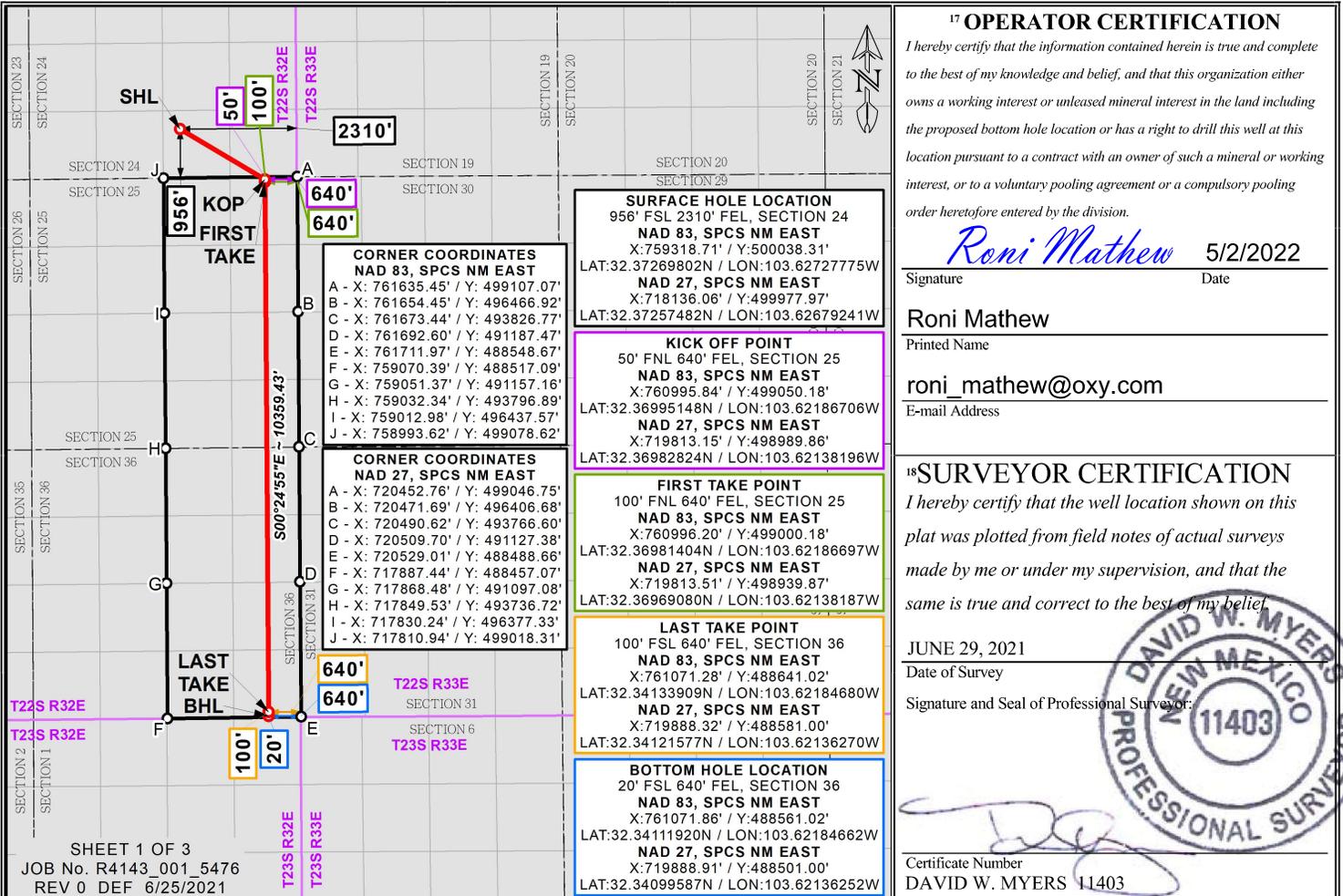
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	24	22S	32E		956	SOUTH	2310	EAST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	36	22S	32E		20	SOUTH	640	EAST	LEA

¹² Dedicated Acres 640.0	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



Distances/areas relative to NAD 83 Combined Scale Factor: 0.99975697 Convergence Angle: 00°04'14.40001"

Horizontal Spacing Unit



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

Dear Interest Owner:

This is to advise you that OXY USA INC is filing to surface commingle wells at the Red Tank 26 CPF. A copy of the application submitted to the Division is attached. *This request also includes future wells within the Unit boundaries and pools of wells listed in the attached application.*

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

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

For questions regarding this application, please contact Eric Fortier at (713) 497-2203.

Respectfully,

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

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

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
Federal Government Royalty, Minerals Management Service	620 E GREENE STREET	Carlsbad	NM	88220	_9414811898765496850904
SunValley Energy Corporation	PO Box 1000	Roswell	NM	88202	_9414811898765496850997
NM COMMISSIONER OF PUBLIC LANDS	PO Box 1148	Santa Fe	NM	87504	_9414811898765496850980
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 WTP LP located at 5 Greenway Plaza, Suite 110 Houston TX 77046 is applying to the NMOCD to amend surface commingle permit CTB 1097 for oil production at the Red Tank 26 CPF. The Red Tank CPF is located in Lea County, Section 26, T22S - R32E. Wells are located in Lea County, Sections 25 and 36, T22S - R32E. Production is from the WC-025 G-09 S223332A; UPR WOLFCAMP and RED TANK; BONE SPRING pools.

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

For questions pertaining to the application, please contact Eric Fortier at (713) 497-2203.
#00283710

67111848

00283710

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

From: [Fortier, Eric](#)
To: [McClure, Dean, EMNRD](#)
Cc: [Musallam, Sandra C](#)
Subject: [EXTERNAL] RE: Action ID: 296627; PLC-927
Date: Tuesday, March 26, 2024 12:20:25 PM
Attachments: [Stack Cats Re-Notice Mailing List.pdf](#)

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

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

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:

Action ID	296627
Admin No.	PLC-927
Applicant	Oxy USA, Inc. (16696)
Title	Red Tank 26 CPF (Oil)
Sub. Date	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

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, EMNRD](#); [Roberts, Kelly, EMNRD](#)
Subject: Approved Administrative Order PLC-927
Date: Thursday, March 28, 2024 5:05:10 PM
Attachments: [PLC927 Order.pdf](#)

NMOCD has issued Administrative Order PLC-927 which authorizes Oxy USA, Inc. (16696) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-50949	Stack Cats 25 36 Federal Com #31H	W/2	25-22S-32E	98177
		W/2	36-22S-32E	
30-025-50950	Stack Cats 25 36 Federal Com #32H	W/2	25-22S-32E	98177
		W/2	36-22S-32E	
30-025-50951	Stack Cats 25 36 Federal Com #33H	W/2	25-22S-32E	98177
		W/2	36-22S-32E	
30-025-50953	Stack Cats 25 36 Federal Com #311H	W/2	25-22S-32E	98177
		W/2	36-22S-32E	
30-025-50952	Stack Cats 25 36 Federal Com #34H	E/2	25-22S-32E	98177
		E/2	36-22S-32E	
30-025-50954	Stack Cats 25 36 Federal Com #312H	E/2	25-22S-32E	98177
		E/2	36-22S-32E	
30-025-50955	Stack Cats 25 36 Federal Com #313H	E/2	25-22S-32E	98177
		E/2	36-22S-32E	
30-025-51752	Stack Cats 25 36 Federal Com #22H	W/2	25-22S-32E	51683
		W/2	36-22S-32E	
30-025-51753	Stack Cats 25 36 Federal Com #23H	W/2	25-22S-32E	51683
		W/2	36-22S-32E	
30-025-51754	Stack Cats 25 36 Federal Com #24H	W/2	25-22S-32E	51683
		W/2	36-22S-32E	
30-025-51755	Stack Cats 25 36 Federal Com #25H	W/2 E/2	25-22S-32E	51683
		W/2 E/2	36-22S-32E	
30-025-51756	Stack Cats 25 36 Federal Com #26H	E/2 E/2	25-22S-32E	51683
		E/2 E/2	36-22S-32E	

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)

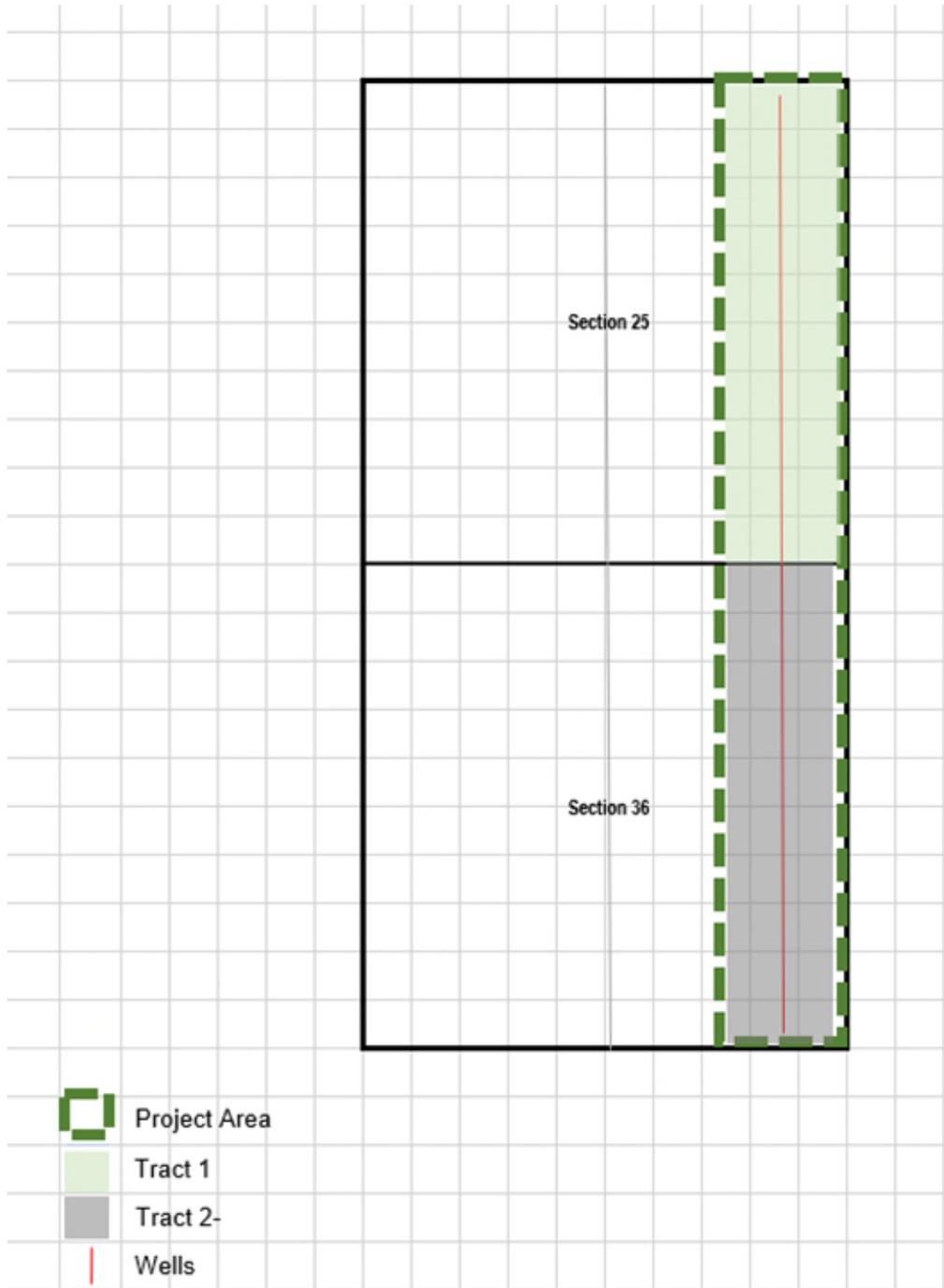


EXHIBIT “B”

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%

Stack Cats 25 36 Fed Com 26H CA

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%
Total	320.00	100.0000%

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)

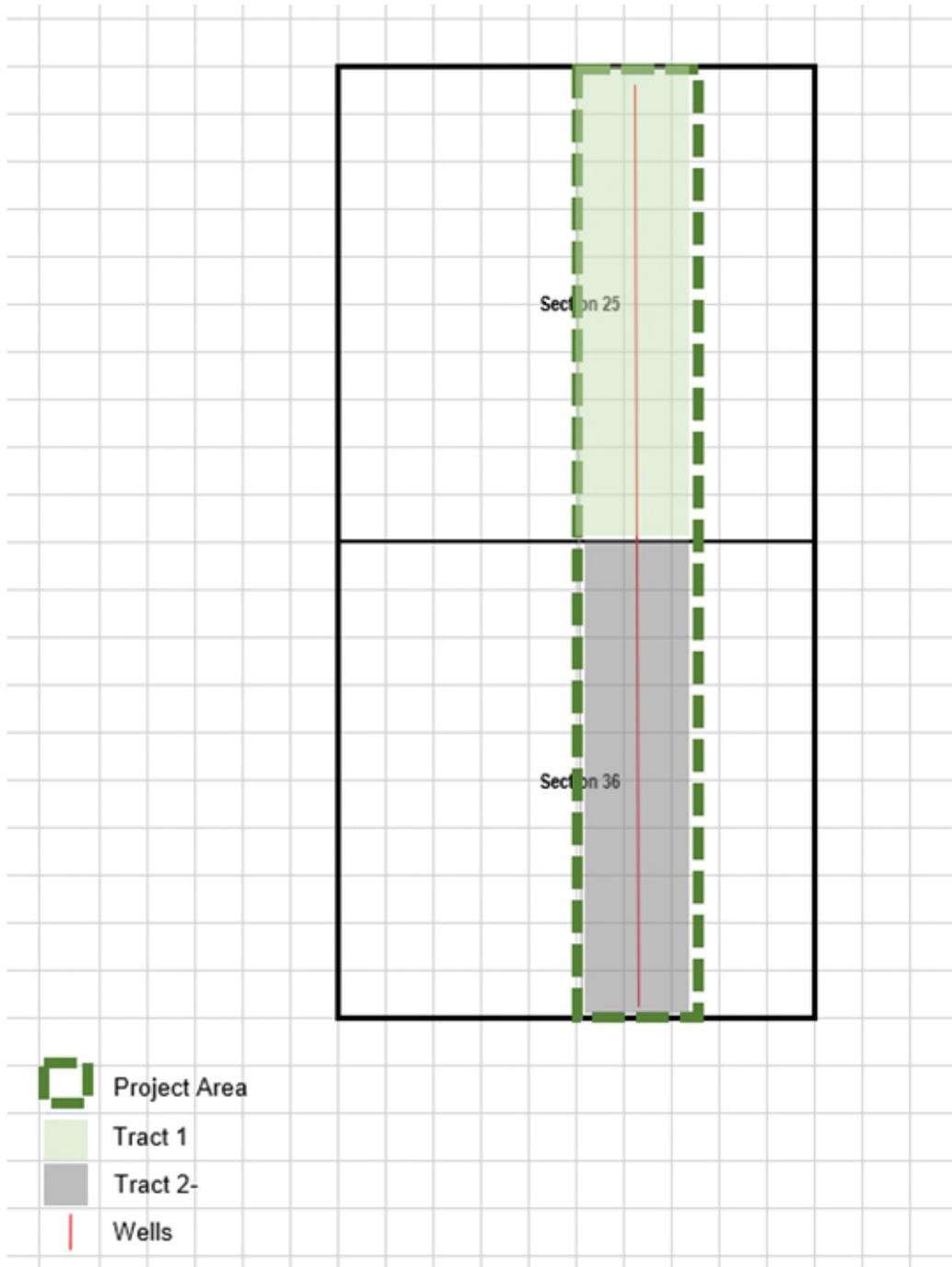


EXHIBIT "B"

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..... <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: 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..... <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%
Total	320.00	100.0000%

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)

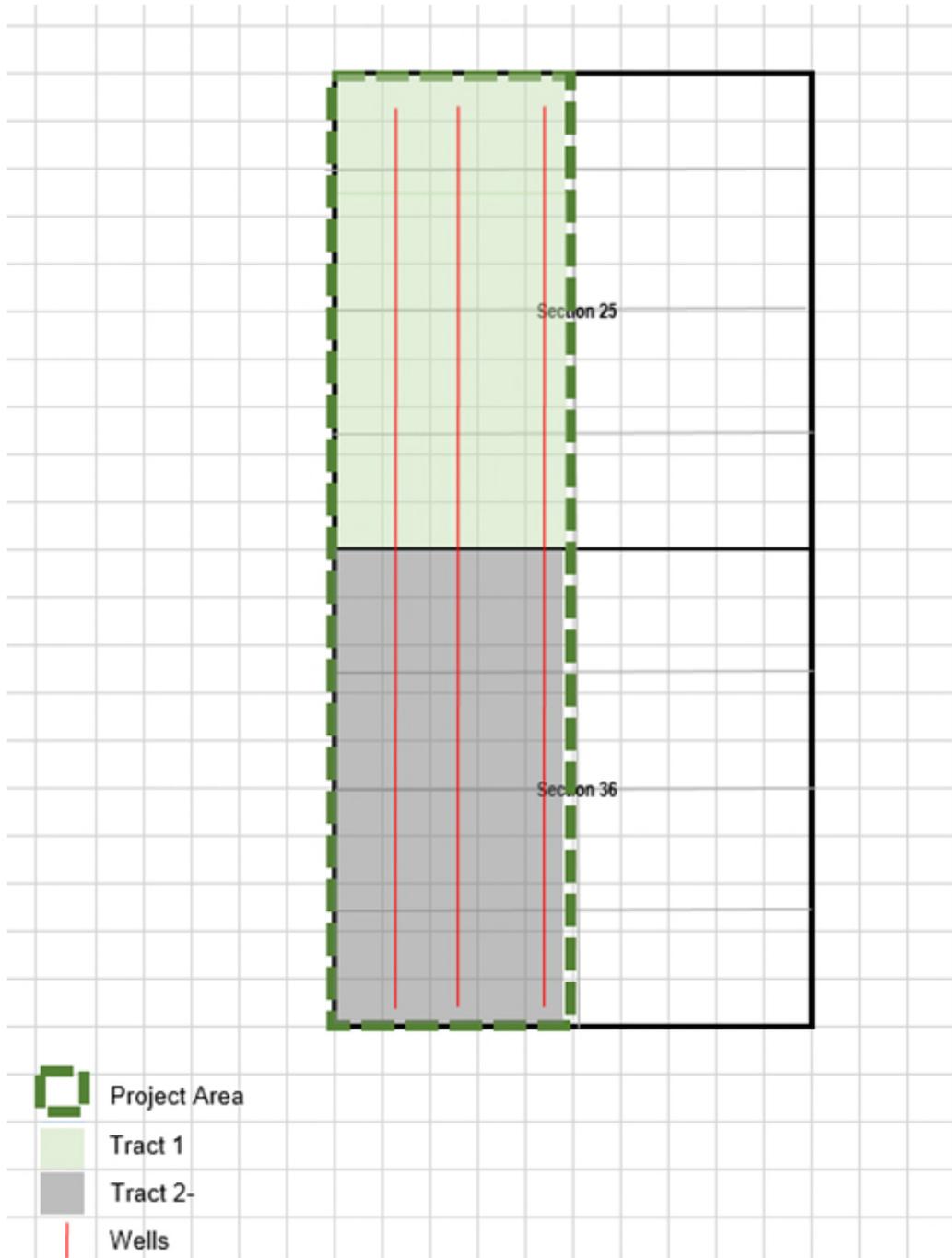


EXHIBIT "B"

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%
Total	640.00	100.0000%

Federal Communitization Agreement

Contract No. _____

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

WITNESSETH:

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

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

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

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

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

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

Section 25: 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"

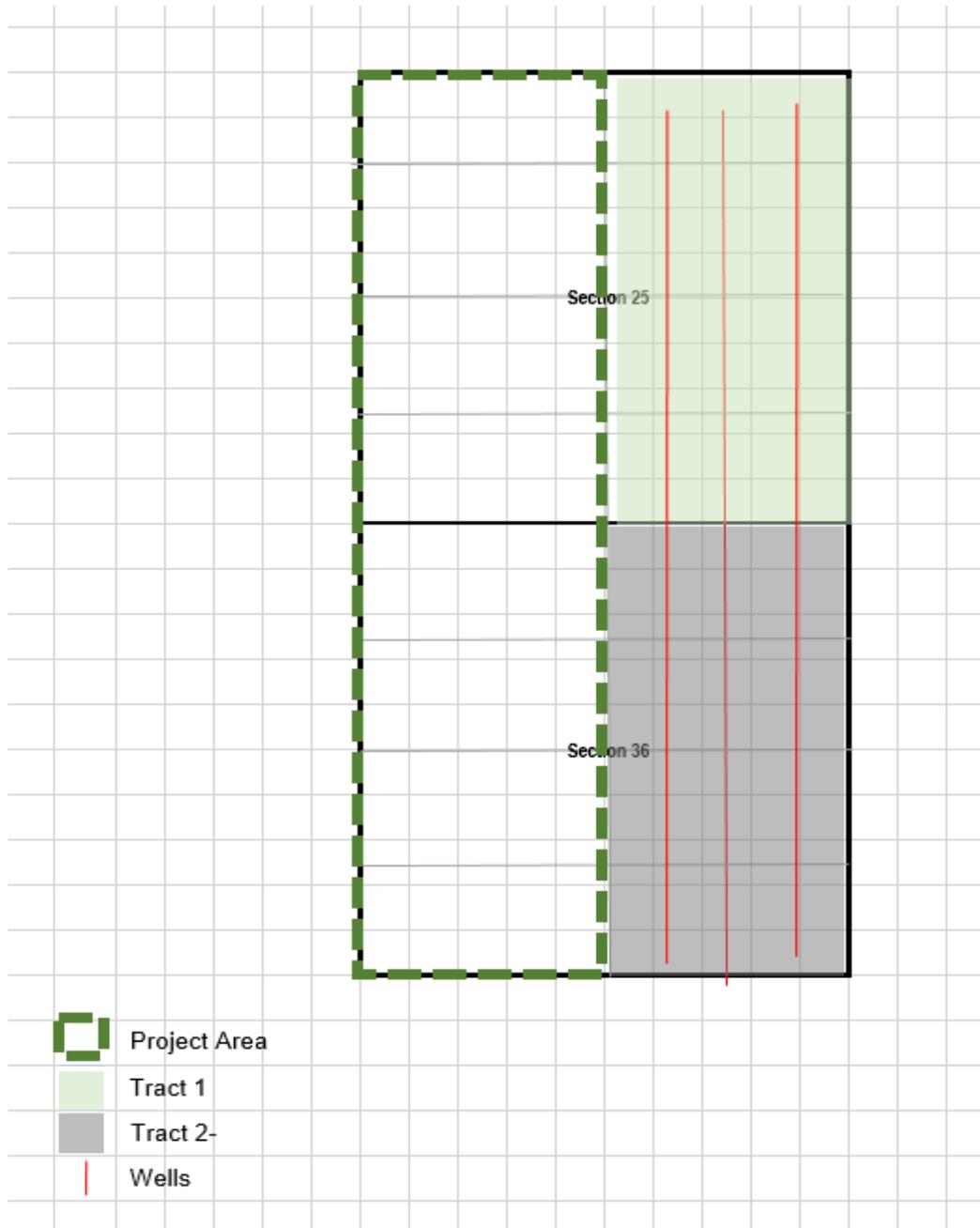
To Communitization Agreement dated January 1, 2023

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%
Total	640.00	100.0000%

Federal Communitization Agreement

Contract No. _____

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

WITNESSETH:

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

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

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

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

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

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

Section 25: W/2

Section 36: W/2

Lea County, New Mexico

Containing **640.00** acres, and this agreement shall include only the **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.

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

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

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 _____)

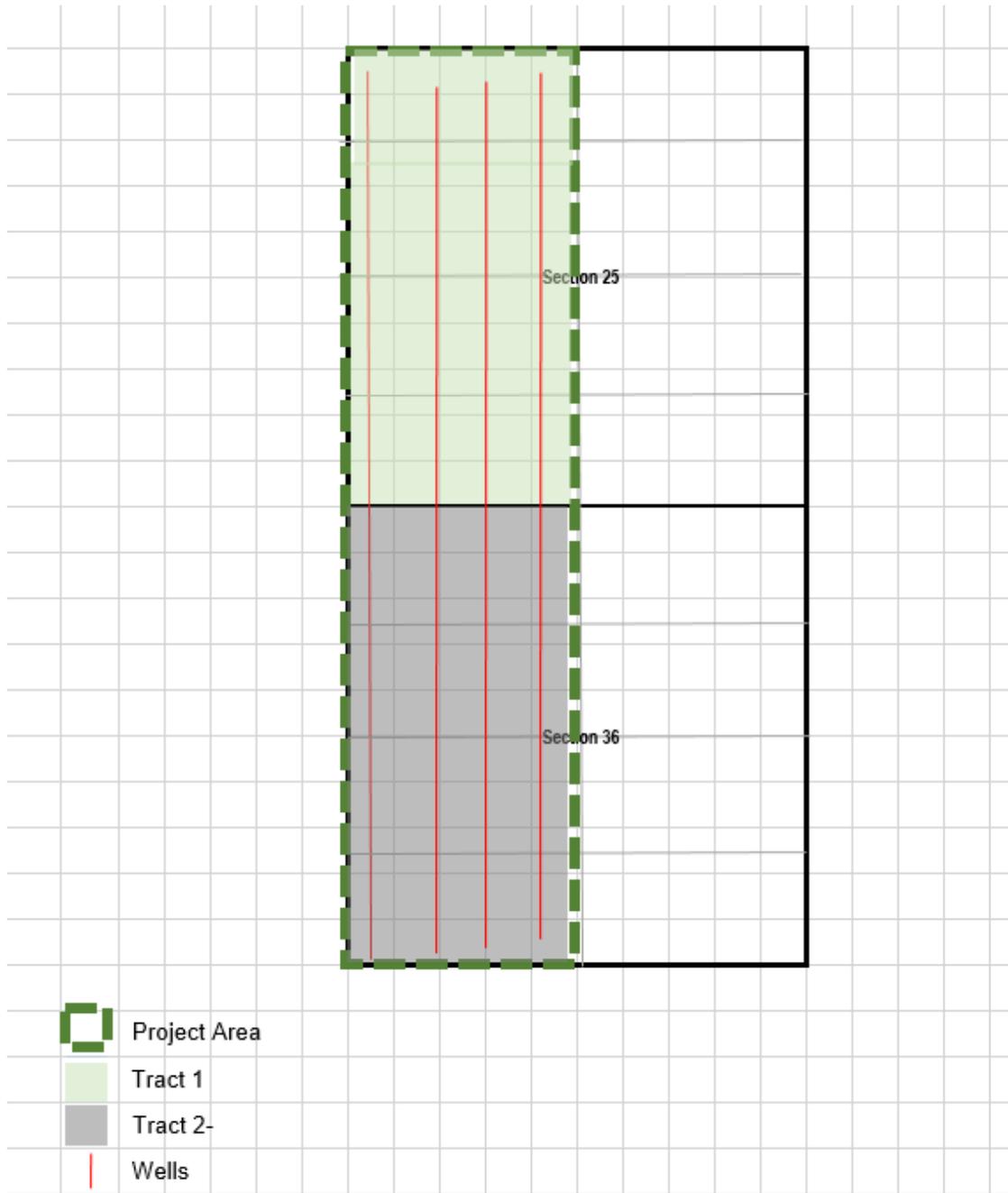
The foregoing instrument was acknowledged before me on this the _____ day of _____, 20__, by _____, as _____ of _____, a _____, on behalf of said _____.

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%
Total	640.00	100.0000%

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
STACK CATS 25-	22H	3002551752	NMNM2379	NMNM2379	OXY USA
STACK CATS 25-	311H	3002550953	NMNM2379	NMNM2379	OXY USA
STACK CATS 25-	31H	3002550949	NMNM2379	NMNM2379	OXY USA
STACK CATS 25-	24H	3002551754	NMNM2379	NMNM2379	OXY USA
STACK CATS 25-	25H	3002551755	NMNM2379	NMNM2379	OXY USA
STACK CATS 25-	26H	3002551756	NMNM2379	NMNM2379	OXY USA
STACK CATS 25-	23H	3002551753	NMNM2379	NMNM2379	OXY USA
STACK CATS 25-	313H	3002550955	NMNM002379Z	NMNM002379Z	OXY USA
STACK CATS 25-	33H	3002550951	NMNM2379	NMNM2379	OXY USA
STACK CATS 25-	32H	3002550950	NMNM2379	NMNM2379	OXY USA
STACK CATS 25-	34H	3002550952	NMNM2379	NMNM2379	OXY USA
STACK CATS 25-	312H	3002550954	NMNM2379	NMNM2379	OXY USA

Notice of Intent

Sundry ID: 2776270

Type of Submission: Notice of Intent

Date Sundry Submitted: 02/22/2024

Date proposed operation will begin: 06/01/2024

Type of Action: Commingling (Surface) and Off-Lease Measurement

Time Sundry Submitted: 10:20

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

Surface Disturbance

Is any additional surface disturbance proposed?: No

NOI Attachments

Procedure Description

Stack_Cats_BLM_Submittal_PoolLease_v1_20240222101718.pdf

Operator

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

Operator Electronic Signature: ERIC FORTIER

Signed on: FEB 22, 2024 10:20 AM

Name: OXY USA INCORPORATED

Title: REGULATORY ENGINEER

Street Address: 5 GREENWAY PLAZA

City: HOUSTON **State:** TX

Phone: (713) 497-2203

Email address: ERIC_FORTIER@OXY.COM

Field

Representative Name:

Street Address:

City: **State:** **Zip:**

Phone:

Email address:

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 WTP LP located at 5 Greenway Plaza, Suite 110 Houston TX 77046 is applying to the NMOCD to amend surface commingle permit CTB 1097 for oil production at the Red Tank 26 CPF. The Red Tank CPF is located in Lea County, Section 26, T22S - R32E. Wells are located in Lea County, Sections 25 and 36, T22S - R32E. Production is from the WC-025 G-09 S223332A; UPR WOLFCAMP and RED TANK; BONE SPRING pools.
Pursuant to Statewide Rule 19.15.12.10, interested parties must file objections or requests for hearing in writing with the division's Santa Fe office within 20 days after publication, or the NMOCD may approve the application.
For questions pertaining to the application, please contact Eric Fortier at (713) 497-2203.
#00283710

67111848

00283710

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



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

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

February 7, 2024

RE: Application for Pool and Lease Commingle Permit with Off-Lease Storage, Measurement, and Sales for Wells at Red Tank 26 CPF Train #2 in Lea County, New Mexico – CORRECTION to November 7, 2023 Notification

Dear Interest Owner:

This is to advise you that there is a correction to the Communitization Agreements and Spacing Units for the East Half Bone Spring Wells listed in the surface commingle permit notification that OXY USA INC mailed on November 7, 2023. A corrected application for Stack Cats wells at the Red Tank CPF Train #2 are attached along with a copy of the original notification letter.

For questions regarding this application, please contact Eric Fortier at (713) 497-2203.

Respectfully,

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

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



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

Dear Interest Owner:

This is to advise you that OXY USA INC is filing to surface commingle wells at the Red Tank 26 CPF. A copy of the application submitted to the Division is attached. *This request also includes future wells within the Unit boundaries and pools of wells listed in the attached application.*

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

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

For questions regarding this application, please contact Eric Fortier at (713) 497-2203.

Respectfully,

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

Form C-107-B
Revised August 1, 2011

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 [x] Pool and Lease Commingling [] Off-Lease Storage and Measurement (Only if not Surface Commingled)
LEASE TYPE: [] Fee [x] State [x] Federal

Is this an Amendment to existing Order? [x] Yes [] No If "Yes", please include the appropriate Order No. CTB 1097
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling
[x] Yes [] No

(A) POOL COMMINGLING
Please attach sheets with the following information

Table with 6 columns: (1) Pool Names and Codes, Gravities / BTU of Non-Commingled Production, Calculated Gravities / BTU of Commingled Production, Calculated Value of Commingled Production, Volumes. Row 1: SEE ATTACHED

(2) Are any wells producing at top allowables? [] Yes [x] No
(3) Has all interest owners been notified by certified mail of the proposed commingling? [x] Yes [] No.
(4) Measurement type: [] Metering [x] Other (Specify) ALLOCATION BY WELL TEST
(5) Will commingling decrease the value of production? [] Yes [x] 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: [Signature] TITLE: REGULATORY ENGINEER DATE: 02/07/2024
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-09 S223332A;UPR WOLFCAMP & RED TANK; BONE SPRING **Pool Code:** 98177 & 51683

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 CTB 1097
 [II] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery
 WFX PMX SWD IPI EOR PPR

- 2) **NOTIFICATION REQUIRED TO:** Check those which apply.
 A. Offset operators or lease holders
 B. Royalty, overriding royalty owners, revenue owners
 C. Application requires published notice
 D. Notification and/or concurrent approval by SLO
 E. Notification and/or concurrent approval by BLM
 F. Surface owner
 G. For all of the above, proof of notification or publication is attached, and/or,
 H. No notice required

FOR OCD ONLY
<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

02/07/2024
 Date

(713) 497-2203
 Phone Number

ERIC_FORTIER@OXY.COM
 e-mail Address

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

OXY USA INC requests approval for an amendment to CTB 1097 for oil production at the Red Tank 26 CPF Train #2 (G-26-22S-32E). The wells feeding the train are listed below. *This request also includes future wells within the same pools and leases/PAs of wells listed below.*

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

POOLS: RED TANK; BONE SPRING (51683)

Comm Agreement Pending (W/2)

50% BLM Royalty of 12.5% (NMNM002379), 50% SLO Royalty (V025124)

Well Name	API	Surface Location	Pool	POOL CODE	Date Online	Oil (bpd)	Gravity API	Gas (MSCFD)	BTU/cf	Water (bpd)
STACK CATS 25 36 FEDERAL COM #022H	30-025-51752	M-24-21S-32E	RED TANK;BONE SPRING	51683	5/2/2024	1088	43	1374	1300	2308
STACK CATS 25 36 FEDERAL COM #023H	30-025-51753	M-24-22S-32E	RED TANK;BONE SPRING	51683	5/2/2024	1088	43	1374	1300	2308
STACK CATS 25 36 FEDERAL COM #024H	30-025-51754	O-24-22S-32E	RED TANK;BONE SPRING	51683	5/6/2024	1088	43	1351	1300	2308

*Estimated average 6-month production

POOLS: RED TANK; BONE SPRING (51683)

Comm Agreement Pending (E/2 W/2)

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

Well Name	API	Surface Location	Pool	POOL CODE	Date Online	Oil (bpd)	Gravity API	Gas (MSCFD)	BTU/cf	Water (bpd)
STACK CATS 25 36 FEDERAL COM #025H	30-025-51755	O-24-22S-32E	RED TANK;BONE SPRING	51683	5/6/2024	1088	43	1351	1300	2308

*Estimated average 6-month production

POOLS: RED TANK; BONE SPRING (51683)

Comm Agreement Pending (E/2 E/2)

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

Well Name	API	Surface Location	Pool	POOL CODE	Date Online	Oil (bpd)	Gravity API	Gas (MSCFD)	BTU/cf	Water (bpd)
STACK CATS 25 36 FEDERAL COM #026H	30-025-51756	O-24-22S-32E	RED TANK;BONE SPRING	51683	5/6/2024	859	43	1081	1300	1827

*Estimated average 6-month production

Existing Wells included in Red Tank 26 CPF Train #2 (CTB 1097)

POOLS: WC-025 G-09 S223332A; UPR WOLFCAMP (98177)

Comm Agreement Pending

50% BLM Royalty of 12.5% (NMNM002379), 50% SLO Royalty (V025124)

Well Name	API	Surface Location	Pool	POOL CODE	Date Online	Oil (bpd)	Gravity API	Gas (MSCFD)	BTU/cf	Water (bpd)
Stack Cats 25-36 Federal Com 31H	30-025-50949	N-24-22S-32E	WC-025 G-09 S223332A;UPR WOLFCAMP	98177	7/1/2023	777	45.6	301	1255	948
Stack Cats 25-36 Federal Com 32H	30-025-50950	N-24-22S-32E	WC-025 G-09 S223332A;UPR WOLFCAMP	98177	7/1/2023	1098	45.6	794	1255	1067
Stack Cats 25-36 Federal Com 33H	30-025-50951	N-24-22S-32E	WC-025 G-09 S223332A;UPR WOLFCAMP	98177	7/1/2023	2141	45.6	3664	1255	4856
Stack Cats 25-36 Federal Com 311H	30-025-50953	N-24-22S-32E	WC-025 G-09 S223332A;UPR WOLFCAMP	98177	7/1/2023	1051	45.6	783	1255	1065

POOLS: WC-025 G-09 S223332A; UPR WOLFCAMP (98177)

Comm Agreement Pending

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

Well Name	API	Surface Location	Pool	POOL CODE	Date Online	Oil (bpd)	Gravity API	Gas (MSCFD)	BTU/cf	Water (bpd)
Stack Cats 25-36 Federal Com 34H	30-025-50952	O-24-22S-32E	WC-025 G-09 S223332A;UPR WOLFCAMP	98177	7/1/2023	982	45.6	660	1255	515
Stack Cats 25-36 Federal Com 312H	30-025-50954	O-24-22S-32E	WC-025 G-09 S223332A;UPR WOLFCAMP	98177	7/1/2023	1330	45.6	927	1255	858
Stack Cats 25-36 Federal Com 313H	30-025-50955	O-24-22S-32E	WC-025 G-09 S223332A;UPR WOLFCAMP	98177	7/1/2023	642	45.6	475	1255	78

Process Description:

Production is sent through a 10' X 40' three-phase production separator. Oil production flows through an economizer then to a heat exchanger before being sent to a VRT. Oil is then pumped through one of three LACT meters, which serves as the

FMPs for BLM royalty payments and OXY's sales point. A truck load FMP is set up at the Facility for use as back-up in the event of a LACT meter failure.

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

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

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

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

Additional Application Components:

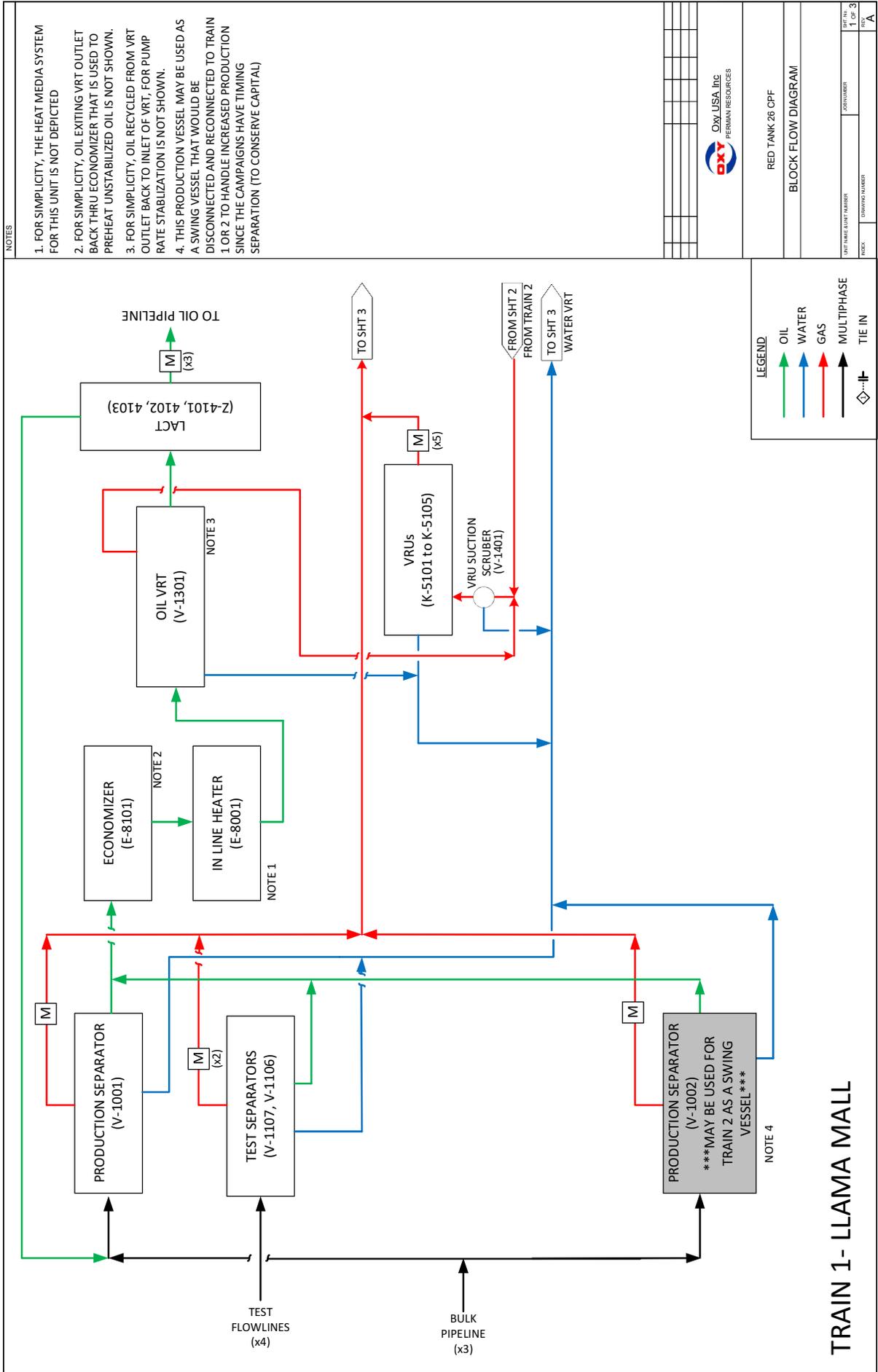
The flow of production is shown in detail on the enclosed facility diagram. Also enclosed is a map detailing the lease boundaries, well and battery locations

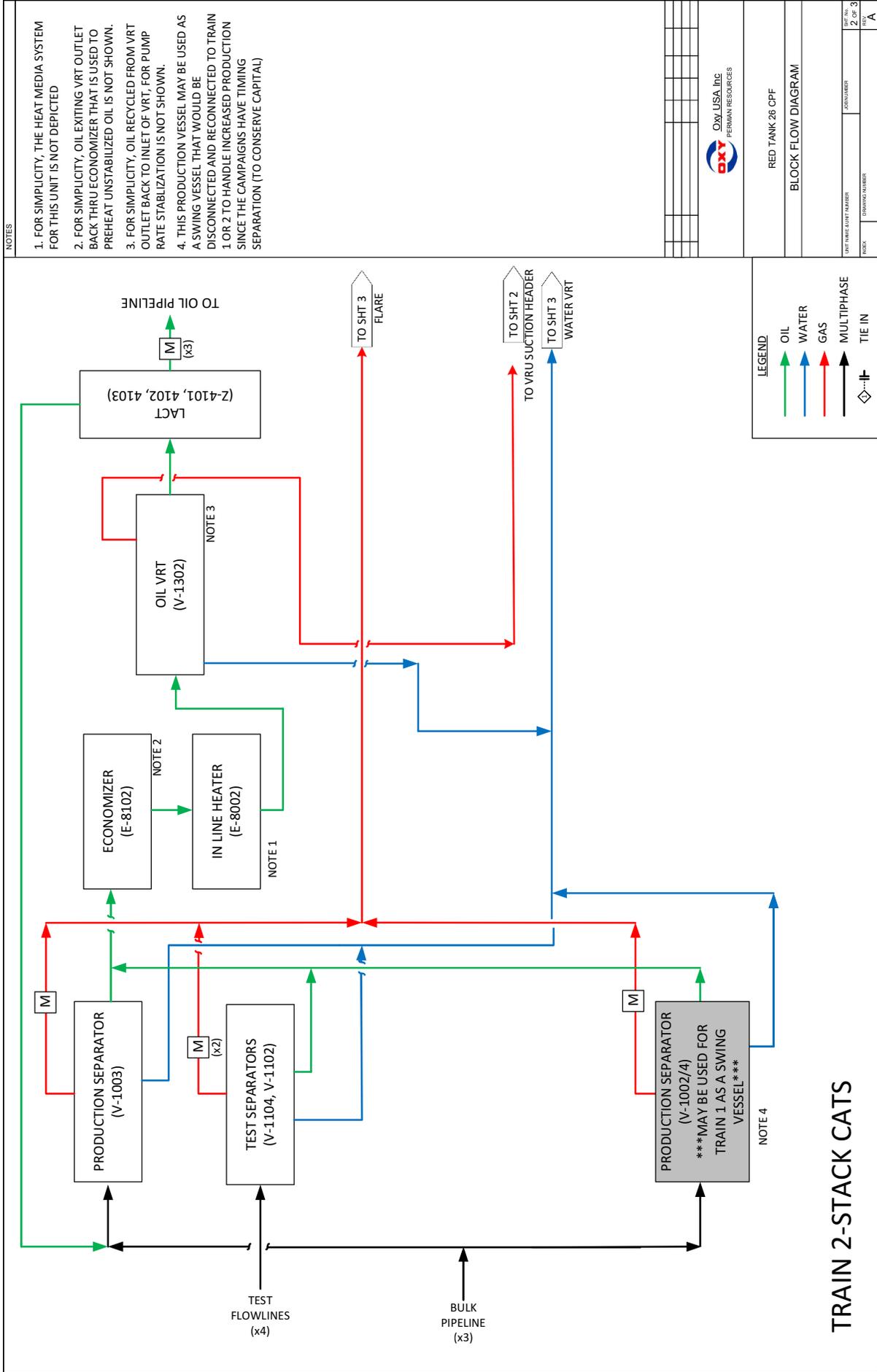
Pursuant to Statewide rule 19.15.12.10(C)(4)(g) OXY USA INC requests the option to include additional pools or leases within the defined parameters set forth in the Order for future additions.

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

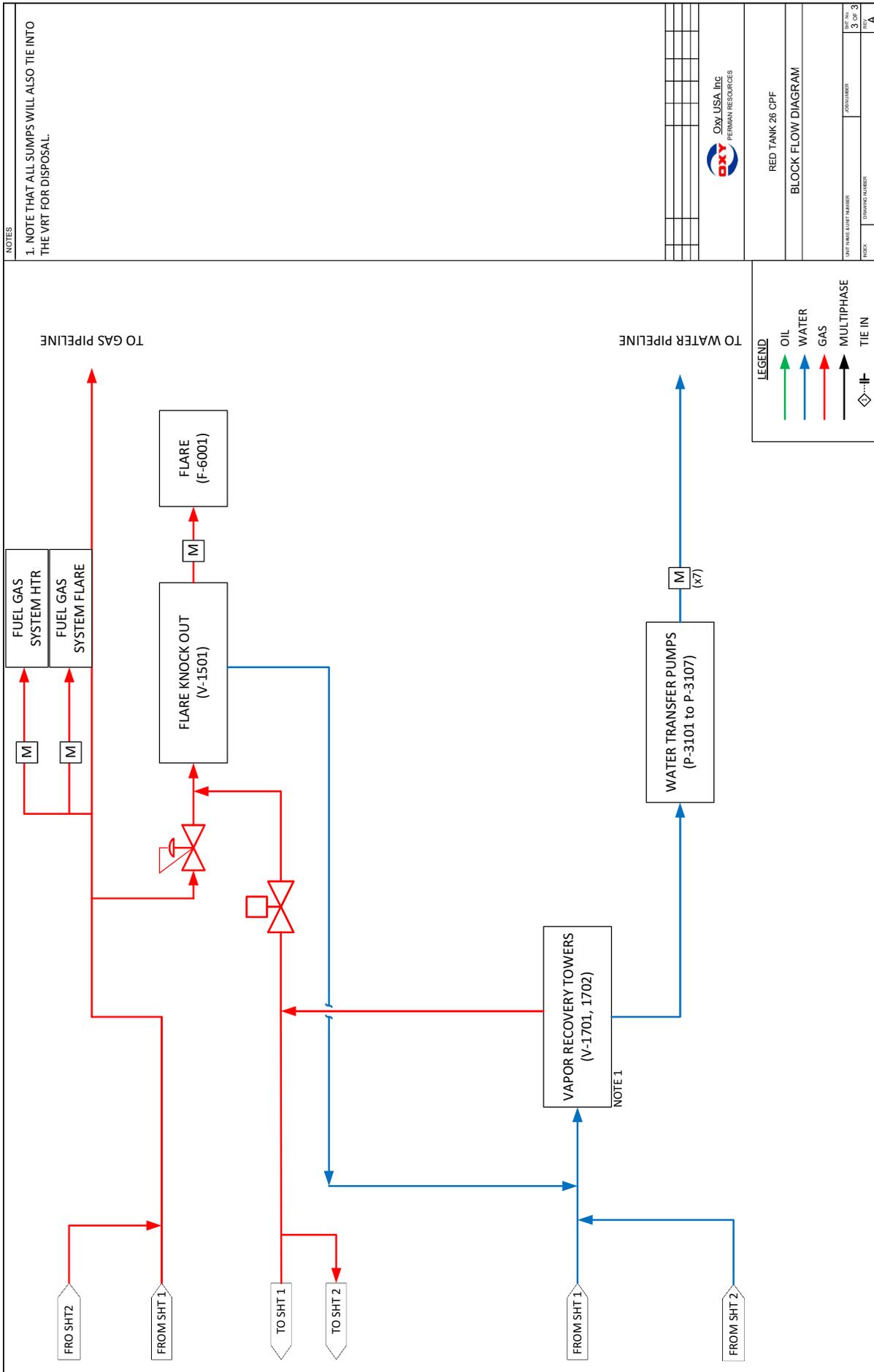
Commingling will not reduce the individual wells' production value or otherwise adversely affect the interest owners. It is the most effective means of producing the reserves. The surface commingle application will be submitted separately for approval per NMOCD, SLO, and BLM regulations.

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





OXY USA Inc PERMANENT RESOURCES	
RED TANK 26 CPF	
BLOCK FLOW DIAGRAM	
UNIT NAME	PROJECT NUMBER
INDEX	DRAWING NUMBER
SHEET NO.	REV.
2 OF 3	A



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

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

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

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-51752		² Pool Code 51683		³ Pool Name Red Tank; Bone Spring	
⁴ Property Code 333676		⁵ Property Name STACK CATS 25_36 FED COM			⁶ Well Number 22H
⁷ OGRID No. 16696		⁸ Operator Name OXY USA INC.			⁹ Elevation 3757'

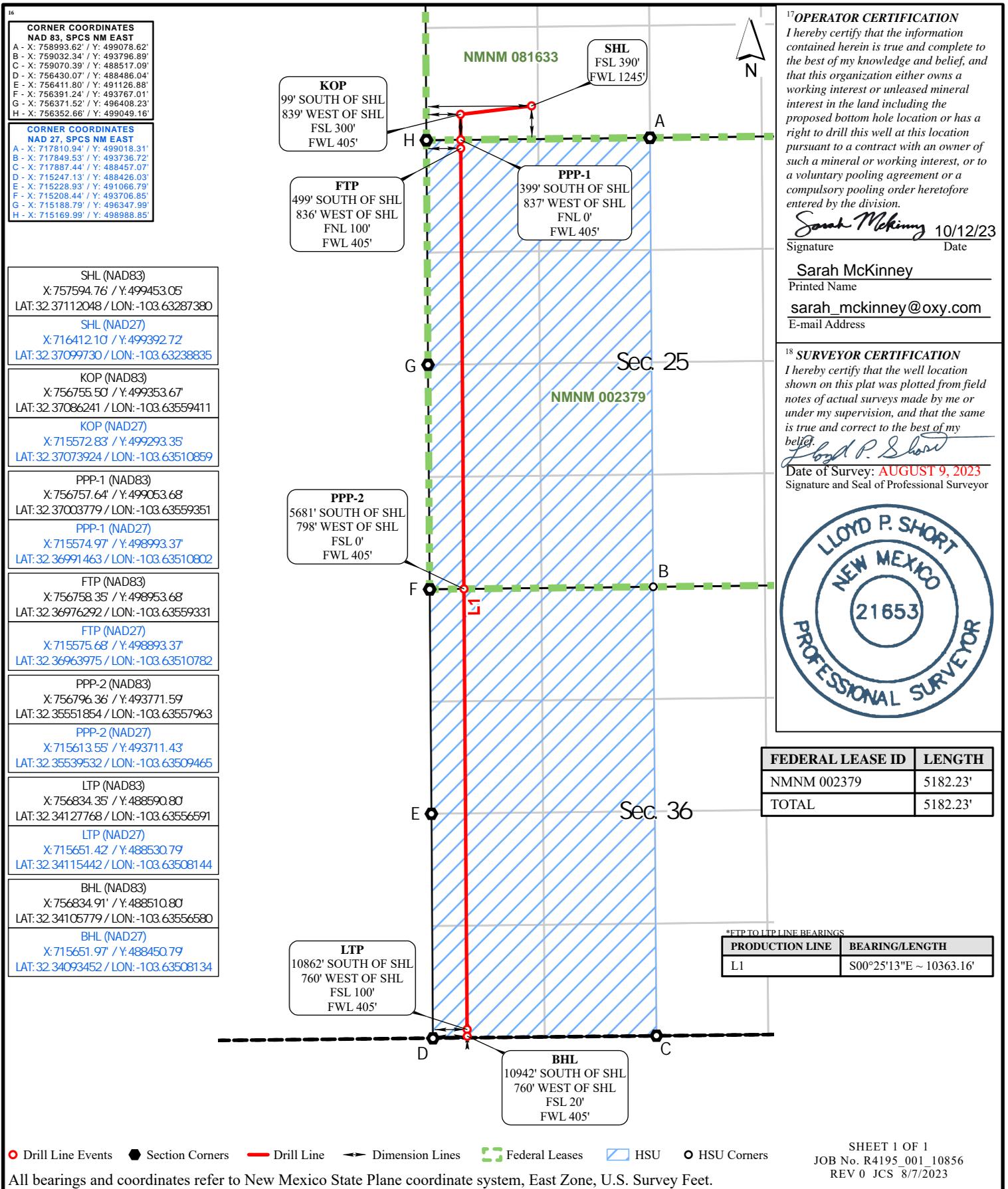
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	24	22S	32E		390'	SOUTH	1245'	WEST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	36	22S	32E		20'	SOUTH	405'	WEST	LEA
¹² Dedicated Acres 640.00		¹³ Joint or Infill		¹⁴ Consolidation Code		¹⁵ Order No.			

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



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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-51753	² Pool Code 51683	³ Pool Name Red Tank; Bone Spring
⁴ Property Code 333676	⁵ Property Name STACK CATS 25_36 FED COM	
⁷ OGRID No. 16696	⁸ Operator Name OXY USA INC.	⁶ Well Number 23H ⁹ Elevation 3757'

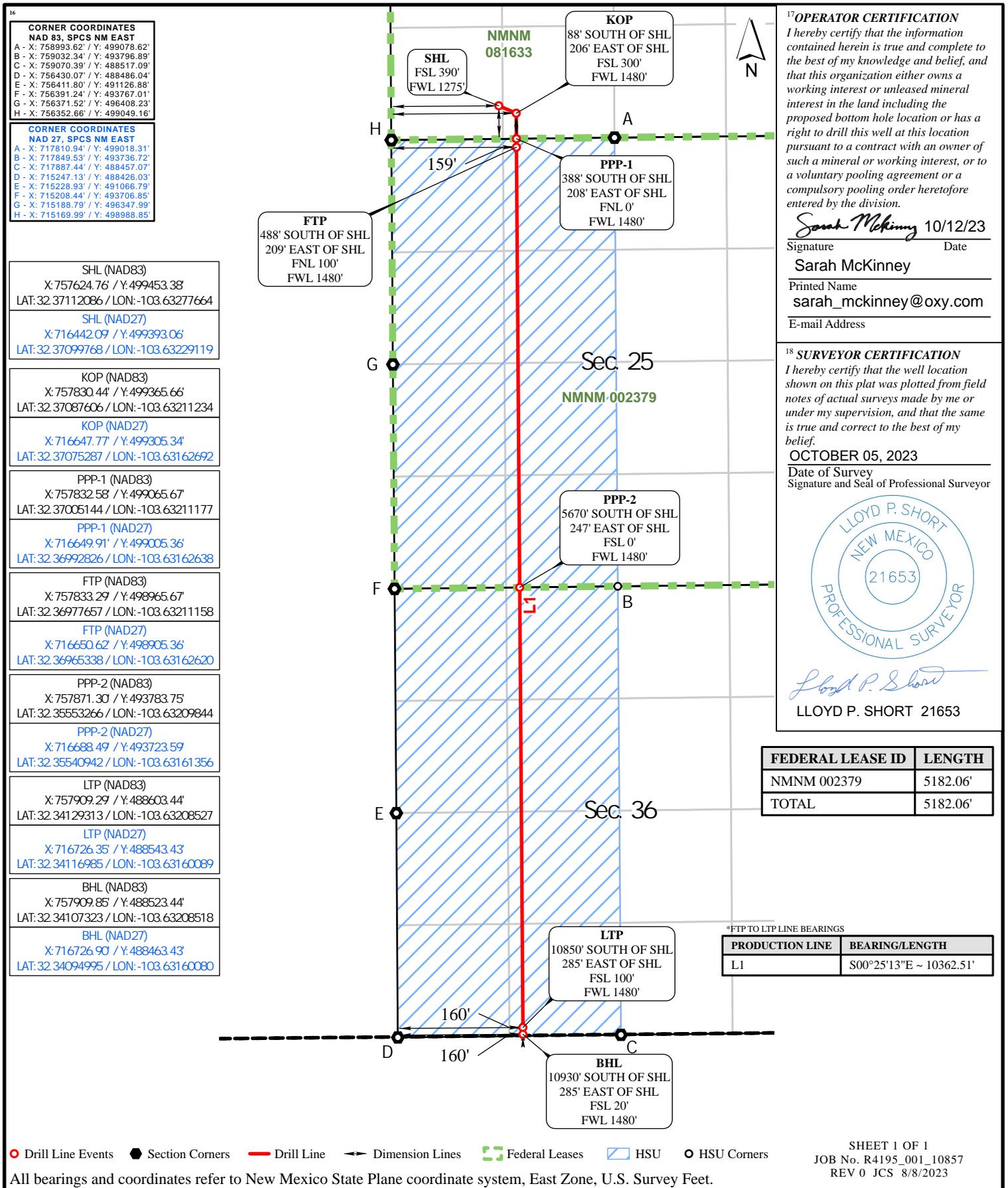
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	24	22S	32E		390'	SOUTH	1275'	WEST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	36	22S	32E		20'	SOUTH	1480'	WEST	LEA
¹² Dedicated Acres 640.00		¹³ Joint or Infill		¹⁴ Consolidation Code		¹⁵ Order No.			

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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-51755		² Pool Code 51683		³ Pool Name Red Tank; Bone Spring	
⁴ Property Code 333676		⁵ Property Name STACK CATS' 25_36 FED COM			⁶ Well Number 25H
⁷ OGRID No. 16696		⁸ Operator Name OXY USA INC.			⁹ Elevation 3754'

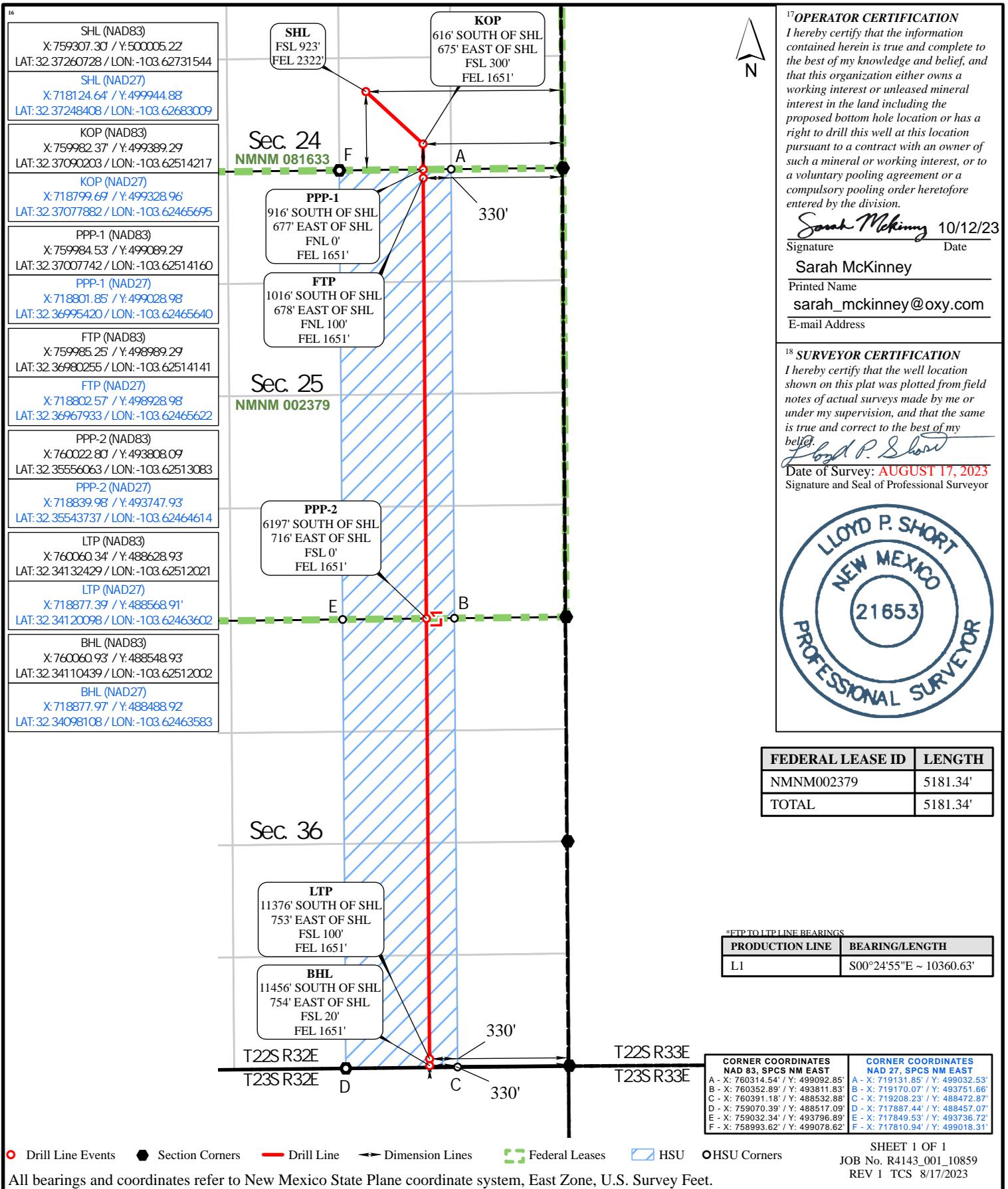
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	24	22S	32E		923'	SOUTH	2322'	EAST	LEA

¹¹ Bottom Hole Location If Different From Surface

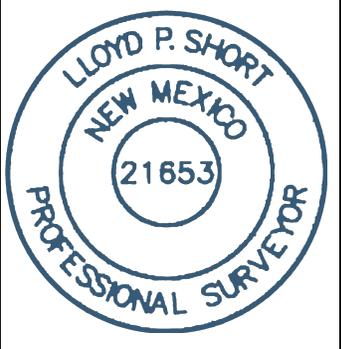
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	36	22S	32E		20'	SOUTH	1651'	EAST	LEA
¹² Dedicated Acres 320.00		¹³ Joint or Infill		¹⁴ Consolidation Code		¹⁵ Order No.			

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¹⁷ OPERATOR CERTIFICATION
I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.
Sarah McKinney 10/12/23
Signature Date
Sarah McKinney
Printed Name
sarah_mckinney@oxy.com
E-mail Address

¹⁸ SURVEYOR CERTIFICATION
I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.
Lloyd P. Short
Date of Survey: AUGUST 17, 2023
Signature and Seal of Professional Surveyor



FEDERAL LEASE ID	LENGTH
NMNM002379	5181.34'
TOTAL	5181.34'

*FTP TO LTP LINE BEARINGS

PRODUCTION LINE	BEARING/LENGTH
L1	S00°24'55"E ~ 10360.63'

CORNER COORDINATES NAD 83, SPCS NM EAST	CORNER COORDINATES NAD 27, SPCS NM EAST
A - X: 760314.54' / Y: 499092.85'	A - X: 719131.85' / Y: 499032.53'
B - X: 760352.89' / Y: 493811.83'	B - X: 719170.07' / Y: 493751.66'
C - X: 760391.18' / Y: 488532.88'	C - X: 719208.23' / Y: 488472.87'
D - X: 759070.39' / Y: 488517.09'	D - X: 717887.44' / Y: 488457.07'
E - X: 759032.34' / Y: 493796.89'	E - X: 717849.53' / Y: 493736.72'
F - X: 758993.62' / Y: 499078.62'	F - X: 717810.94' / Y: 499018.31'

Drill Line Events Section Corners Drill Line Dimension Lines Federal Leases HSU HSU Corners
All bearings and coordinates refer to New Mexico State Plane coordinate system, East Zone, U.S. Survey Feet.
Distances/areas relative to NAD 83 Combined Scale Factor: 0.99975697 Convergence Angle: 0.07066669°
SHEET 1 OF 1
JOB No. R4143_001_10859
REV 1 TCS 8/17/2023

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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-51756		² Pool Code 51683		³ Pool Name Red Tank; Bone Spring	
⁴ Property Code 333676		⁵ Property Name STACK CATS 25_36 FED COM			⁶ Well Number 26H
⁷ OGRID No. 16696		⁸ Operator Name OXY USA INC.			⁹ Elevation 3755'

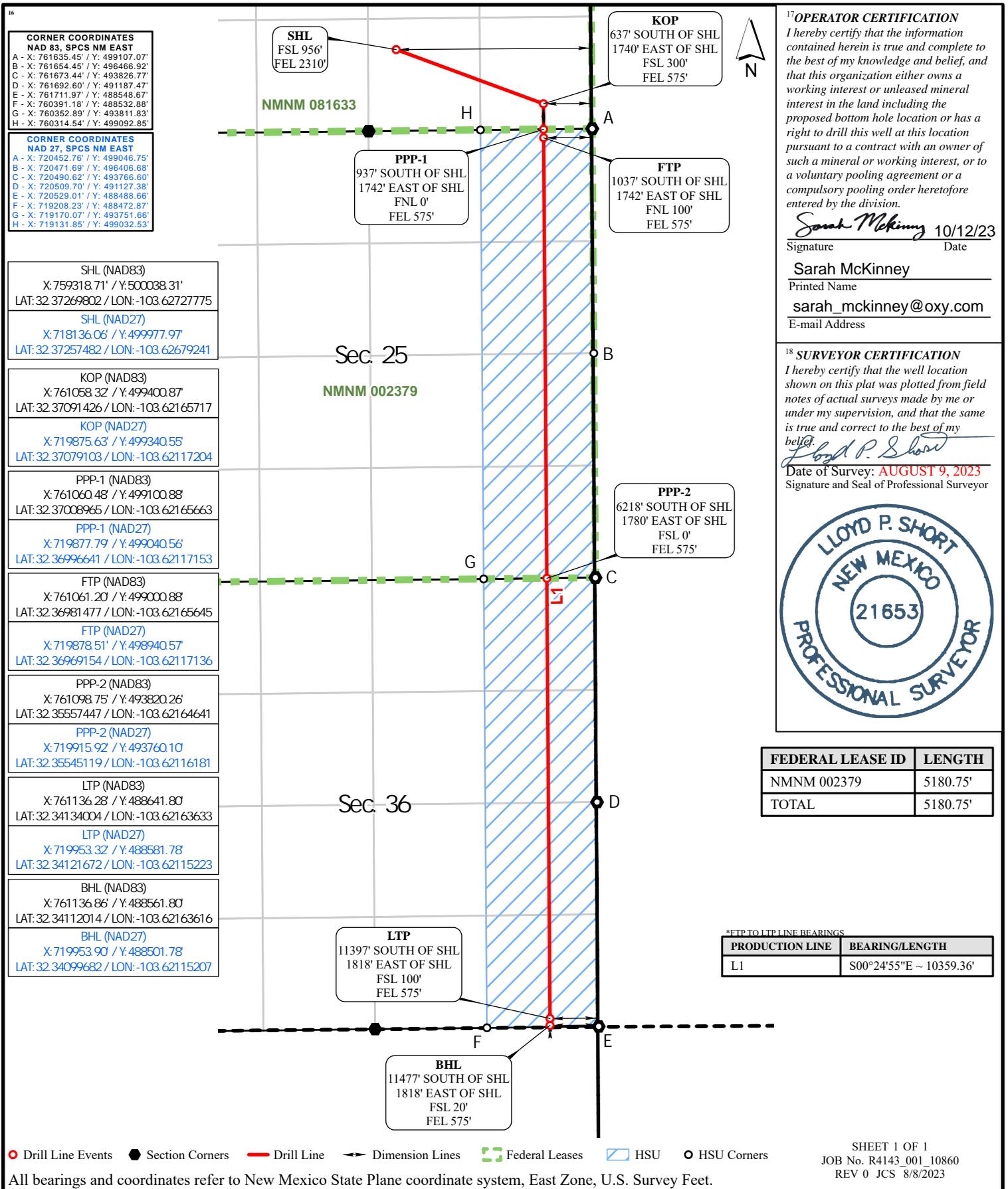
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	24	22S	32E		956'	SOUTH	2310'	EAST	LEA

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	36	22S	32E		20'	SOUTH	575'	EAST	LEA
¹² Dedicated Acres 320.00		¹³ Joint or Infill		¹⁴ Consolidation Code		¹⁵ Order No.			

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



MAILED ON 02/07/2024

To Company Name	To Name	To Address Line 1	To City	To State	To ZIP	PIC
	Apollo Permian LLC	PO Box 14779	Oklahoma City	OK	73113	_9414811898765402740732
	Arthur Kowaloff	1261 Madison Avenue	New York	NY	10128	_9414811898765402740770
	Bane Bigbie	PO Box 998	Ardmore	OK	73402	_9414811898765402740916
	Coll Brothers Oil	PO BOX 1818	Roswell	NM	88202	_9414811898765402740954
	FortyNiner Ridge LLC	12000 Santa Monica Drive NE	Albuquerque	NM	87122	_9414811898765402740961
	Hoover H & Betty R Wright Living Trust	PO Box 2312	Santa Fe	NM	87501	_9414811898765402740923
	Hutchings Oil Company	PO Box 1216	Albuquerque	NM	87102	_9414811898765402740992
	Innoventions Inc	PO Box 40	Cedar Crest	NM	87008	_9414811898765402740947
	Jeffrey C Howard	1979 CR 171	Guntown	MS	38849	_9414811898765402740985
	Ken Perkins Oil & Gas Inc	PO Box 1237	Kingsville	TX	78363	_9414811898765402740930
	Mitchell Exploration Inc	648 Petroleum Building	Roswell	NM	88201	_9414811898765402740978
	Northern Oil and Gas Inc	4350 Baker Road Suite 400	Minnnetonka	MN	55343	_9414811898765402740619
	Rockwell Energy Resources LLC	PO Box 54584	Oklahoma City	OK	73154	_9414811898765402740657
	Schultz Irrevocable Childrens Trust	1901 W 4th St	Roswell	NM	88201	_9414811898765402740664
	Scott Exploration Inc	648 Petroleum Building	Roswell	NM	88201	_9414811898765402740626
	Scott-Winn LLC	PO Box 1834	Roswell	NM	88202	_9414811898765402740602
	Sealy Hutchings Cavin Inc	504 North Wyoming	Roswell	NM	88201	_9414811898765402740695
	Susan C Munoz	230 Rainbow Dr NO13080	Livingston	TX	77399	_9414811898765402740688
	Trainer Partners Ltd	PO Box 754	Midland	TX	79702	_9414811898765402740633
	Wade P Carrigan	PO Box 1908	Gilbert	AZ	85299	_9414811898765402740671
	Wade Petroleum Corporation	2101 Altura Azul Ln NE	Albuquerque	NM	87110	_9414811898765402740114
	Warwick-Artemis LLC	6608 N Western Ave Box 417	Oklahoma City	OK	73117	_9414811898765402740152
	Worrall Investment Corp	648 Petroleum Building	Roswell	NM	88201	_9414811898765402740169
Federal Government Royalty	Minerals Management Service	620 E GREENE STREET	Carlsbad	NM	88220	_9414811898765402740121
	SunValley Energy Corporation	PO Box 1000	Roswell	NM	88202	_9414811898765402740107
COMMINGLING MANAGER	NM COMMISSIONER OF PUBLIC LANDS	PO Box 1148	Santa Fe	NM	87504	_9414811898765402740190
Norval L Covington Trust	Norval L Covington and Ellen C Covington	501 First National Bank Building	Oklahoma City	OK	73102	_9414811898765402740145

**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-927

ORDER

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

FINDINGS OF FACT

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

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

ORDER

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

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

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

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

2. This Order supersedes Order CTB-1097.
3. For each Pooled Area described in Exhibit B, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

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

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

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

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

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

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

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

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

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

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

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

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



**DYLAN M. FUGE
DIRECTOR (ACTING)**

DATE: 3/28/24

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-927
Operator: Oxy USA, Inc. (16696)
Central Tank Battery: Red Tank 26 Central Processing Facility
Central Tank Battery Location: UL G, Section 26, Township 22 South, Range 32 East
Gas Title Transfer Meter Location:

Pools

Pool Name	Pool Code
RED TANK; BONE SPRING	51683
WC-025 G-09 S223332A;UPR WOLFCAMP	98177

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
NMNM 105314953 (002379)	All	25-22S-32E
V0 2512 0004	W/2	36-22S-32E
V0 3812 0002	E/2	36-22S-32E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-50949	Stack Cats 25 36 Federal Com #31H	W/2	25-22S-32E	98177
		W/2	36-22S-32E	
30-025-50950	Stack Cats 25 36 Federal Com #32H	W/2	25-22S-32E	98177
		W/2	36-22S-32E	
30-025-50951	Stack Cats 25 36 Federal Com #33H	W/2	25-22S-32E	98177
		W/2	36-22S-32E	
30-025-50953	Stack Cats 25 36 Federal Com #311H	W/2	25-22S-32E	98177
		W/2	36-22S-32E	
30-025-50952	Stack Cats 25 36 Federal Com #34H	E/2	25-22S-32E	98177
		E/2	36-22S-32E	
30-025-50954	Stack Cats 25 36 Federal Com #312H	E/2	25-22S-32E	98177
		E/2	36-22S-32E	
30-025-50955	Stack Cats 25 36 Federal Com #313H	E/2	25-22S-32E	98177
		E/2	36-22S-32E	
30-025-51752	Stack Cats 25 36 Federal Com #22H	W/2	25-22S-32E	51683
		W/2	36-22S-32E	
30-025-51753	Stack Cats 25 36 Federal Com #23H	W/2	25-22S-32E	51683
		W/2	36-22S-32E	
30-025-51754	Stack Cats 25 36 Federal Com #24H	W/2	25-22S-32E	51683
		W/2	36-22S-32E	
30-025-51755	Stack Cats 25 36 Federal Com #25H	W/2 E/2	25-22S-32E	51683
		W/2 E/2	36-22S-32E	
30-025-51756	Stack Cats 25 36 Federal Com #26H	E/2 E/2	25-22S-32E	51683
		E/2 E/2	36-22S-32E	

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit B

Order: PLC-927
Operator: Oxy USA, Inc. (16696)

Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Wolfcamp BLM	W/2	25-22S-32E	640	A
	W/2	36-22S-32E		
CA Wolfcamp NMNM 105823527	E/2	25-22S-32E	640	B
	E/2	36-22S-32E		
CA Bone Spring	W/2	25-22S-32E	640	C
	W/2	36-22S-32E		
CA Bone Spring NMNM 106353894	W/2 E/2	25-22S-32E	320	D
	W/2 E/2	36-22S-32E		
CA Bone Spring NMNM 106353895	E/2 E/2	25-22S-32E	320	E
	E/2 E/2	36-22S-32E		

Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 105314953 (002379)	W/2	25-22S-32E	320	A
V0 2512 0004	W/2	36-22S-32E	320	A
NMNM 105314953 (002379)	E/2	25-22S-32E	320	B
V0 3812 0002	E/2	36-22S-32E	320	B
NMNM 105314953 (002379)	W/2	25-22S-32E	320	C
V0 2512 0004	W/2	36-22S-32E	320	C
NMNM 105314953 (002379)	W/2 E/2	25-22S-32E	160	D
V0 3812 0002	W/2 E/2	36-22S-32E	160	D
NMNM 105314953 (002379)	E/2 E/2	25-22S-32E	160	E
V0 3812 0002	E/2 E/2	36-22S-32E	160	E

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

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

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

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

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

CONDITIONS

Action 296627

CONDITIONS

Operator: OXY USA INC P.O. Box 4294 Houston, TX 772104294	OGRID: 16696
	Action Number: 296627
	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