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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

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**SCHEDULE 13D**  
Under the Securities Exchange Act of 1934  
(Amendment No. 5)

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**Western Midstream Partners, LP**  
(Name of Issuer)

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**Common Units Representing Limited Partner Interests**  
(Title of Class of Securities)

**958669 103**  
(CUSIP Number)

**Marcia E. Backus**  
**5 Greenway Plaza, Suite 110**  
**Houston, Texas 77046**  
**(713) 215-7000**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**July 17, 2022**  
(Date of Event Which Requires Filing of This Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosure provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be filed for the purpose of section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1	NAMES OF REPORTING PERSONS Occidental Petroleum Corporation		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO (please see Item 3)		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0	
	8	SHARED VOTING POWER 190,281,578*	
	9	SOLE DISPOSITIVE POWER 0	
	10	SHARED DISPOSITIVE POWER 190,281,578*	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 190,281,578*		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 47.2%**		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) HC; CO		

\* Represents (i) 161,319,520 common units representing limited partner interests in the Issuer (“**Common Units**”) held by Western Gas Resources, Inc. (“**WGRI**”), (ii) 457,849 Common Units held by APC Midstream Holdings, LLC (“**AMH**”), (iii) 14,364,949 Common Units held by Anadarko USH1 Corporation (“**AUSH1**”) and (iv) 14,139,260 Common Units held by WGR Asset Holding Company LLC (“**WGRAH**”). Occidental Petroleum Corporation (“**Occidental**”) indirectly owns 100% of the issued and outstanding common stock of Anadarko Petroleum Corporation (“**Anadarko**”), which directly or indirectly owns 100% of the issued and outstanding equity interests of WGRI, AMH, AUSH1 and WGRAH. Occidental may, therefore, be deemed to beneficially own the Common Units held by WGRI, AMH, AUSH1 and WGRAH.

\*\* The calculation is based on a total of 403,333,810 Common Units issued and outstanding as of May 2, 2022.

1	NAMES OF REPORTING PERSONS  OXY USA Inc.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO (please see Item 3)		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0	
	8	SHARED VOTING POWER  190,281,578*	
	9	SOLE DISPOSITIVE POWER  0	
	10	SHARED DISPOSITIVE POWER  190,281,578*	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  190,281,578*		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  47.2%**		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  CO		

\* Represents (i) 161,319,520 Common Units held by WGRI, (ii) 457,849 Common Units held by AMH, (iii) 14,364,949 Common Units held by AUSH1 and (iv) 14,139,260 Common Units held by WGRAH. OXY USA Inc. indirectly owns 100% of the issued and outstanding common stock of Anadarko, which directly or indirectly owns 100% of the issued and outstanding equity interests of WGRI, AMH, AUSH1 and WGRAH. OXY USA Inc. may, therefore, be deemed to beneficially own the Common Units held by WGRI, AMH, AUSH1 and WGRAH.

\*\* The calculation is based on a total of 403,333,810 Common Units issued and outstanding as of May 2, 2022.

1	NAMES OF REPORTING PERSONS  OXY Oil Partners, Inc.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO (please see Item 3)		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0	
	8	SHARED VOTING POWER  190,281,578*	
	9	SOLE DISPOSITIVE POWER  0	
	10	SHARED DISPOSITIVE POWER  190,281,578*	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  190,281,578*		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  47.2%**		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  CO		

\* Represents (i) 161,319,520 Common Units held by WGRI, (ii) 457,849 Common Units held by AMH, (iii) 14,364,949 Common Units held by AUSH1 and (iv) 14,139,260 Common Units held by WGRAH. OXY Oil Partners, Inc. indirectly owns 100% of the issued and outstanding common stock of Anadarko, which directly or indirectly owns 100% of the issued and outstanding equity interests of WGRI, AMH, AUSH1 and WGRAH. Oxy Oil Partners, Inc. may be deemed to beneficially own the Common Units held by WGRI, AMH, AUSH1 and WGRAH.

\*\* The calculation is based on a total of 403,333,810 Common Units issued and outstanding as of May 2, 2022.

1	NAMES OF REPORTING PERSONS  Baseball Merger Sub 2, Inc.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO (please see Item 3)		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0	
	8	SHARED VOTING POWER  190,281,578*	
	9	SOLE DISPOSITIVE POWER  0	
	10	SHARED DISPOSITIVE POWER  190,281,578*	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  190,281,578*		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  47.2%**		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  HC; CO		

\* Represents (i) 161,319,520 Common Units held by WGRI, (ii) 457,849 Common Units held by AMH, (iii) 14,364,949 Common Units held by AUSH1 and (iv) 14,139,260 Common Units held by WGRAH. Baseball Merger Sub 2, Inc. directly owns 100% of the issued and outstanding common stock of Anadarko, which directly or indirectly owns 100% of the issued and outstanding equity interests of WGRI, AMH, AUSH1 and WGRAH. Baseball Merger Sub 2, Inc. may, therefore, be deemed to beneficially own the Common Units held by WGRI, AMH, AUSH1 and WGRAH.

\*\* The calculation is based on a total of 403,333,810 Common Units issued and outstanding as of May 2, 2022.

1	NAMES OF REPORTING PERSONS Anadarko Petroleum Corporation		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO (please see Item 3)		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0	
	8	SHARED VOTING POWER 190,281,578*	
	9	SOLE DISPOSITIVE POWER 0	
	10	SHARED DISPOSITIVE POWER 190,281,578*	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 190,281,578*		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 47.2%**		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) HC; CO		

\* Represents (i) 161,319,520 Common Units held by WGRI, (ii) 457,849 Common Units held by AMH, (iii) 14,364,949 Common Units held by AUSH1 and (iv) 14,139,260 Common Units held by WGRAH. Anadarko directly or indirectly owns 100% of the issued and outstanding equity interests of WGRI, AMH, AUSH1 and WGRAH and may, therefore, be deemed to beneficially own the Common Units held by WGRI, AMH, AUSH1 and WGRAH.

\*\* The calculation is based on a total of 403,333,810 Common Units issued and outstanding as of May 2, 2022.

1	NAMES OF REPORTING PERSONS Western Gas Resources, Inc.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO (please see Item 3)		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0	
	8	SHARED VOTING POWER 175,916,629*	
	9	SOLE DISPOSITIVE POWER 0	
	10	SHARED DISPOSITIVE POWER 175,916,629*	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 175,916,629*		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 43.6%**		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) HC; CO		

\* Represents (i) 161,319,520 Common Units held by WGRI, (ii) 457,849 Common Units held by AMH and (iii) 14,139,260 Common Units held by WGRAH. In addition to its Common Units held of record, WGRI directly or indirectly owns 100% of the issued and outstanding equity interests of AMH and WGRAH and may, therefore, be deemed to beneficially own the Common Units held by AMH and WGRAH.

\*\* The calculation is based on a total of 403,333,810 Common Units issued and outstanding as of May 2, 2022.

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> APC Midstream Holdings, LLC	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO (please see Item 3)	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 0
	<b>8</b>	<b>SHARED VOTING POWER</b> 14,597,109*
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 14,597,109*
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 14,597,109*	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 3.6%**	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> OO - limited liability company	

\* Represents (i) 457,849 Common Units held by AMH and (ii) 14,139,260 Common Units held by WGRAH. In addition to its Common Units held of record, AMH directly owns 100% of the issued and outstanding equity interests of WGRAH and may, therefore, be deemed to beneficially own the Common Units held by WGRAH.

\*\* The calculation is based on a total of 403,333,810 Common Units issued and outstanding as of May 2, 2022.



1	NAMES OF REPORTING PERSONS WGR Asset Holding Company LLC		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO (please see Item 3)		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0	
	8	SHARED VOTING POWER 14,139,260*	
	9	SOLE DISPOSITIVE POWER 0	
	10	SHARED DISPOSITIVE POWER 14,139,260*	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 14,139,260*		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.5%**		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO - limited liability company		

\* Represents 14,139,260 Common Units held of record by WGRAH.

\*\* The calculation is based on a total of 403,333,810 Common Units issued and outstanding as of May 2, 2022.

1	NAMES OF REPORTING PERSONS Anadarko Holding Company		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO (please see Item 3)		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Utah		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0	
	8	SHARED VOTING POWER 14,364,949*	
	9	SOLE DISPOSITIVE POWER 0	
	10	SHARED DISPOSITIVE POWER 14,364,949*	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 14,364,949*		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.6%**		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) HC; CO		

\* Represents 14,364,949 Common Units held by AUSH1.

\*\* The calculation is based on a total of 403,333,810 Common Units issued and outstanding as of May 2, 2022.

1	NAMES OF REPORTING PERSONS Kerr-McGee Corporation		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO (please see Item 3)		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0	
	8	SHARED VOTING POWER 14,364,949*	
	9	SOLE DISPOSITIVE POWER 0	
	10	SHARED DISPOSITIVE POWER 14,364,949*	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 14,364,949*		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.6%**		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO		

\* Represents 14,364,949 Common Units held by AUSH1.

\*\* The calculation is based on a total of 403,333,810 Common Units issued and outstanding as of May 2, 2022.

1	NAMES OF REPORTING PERSONS  Kerr-McGee Worldwide Corporation		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO (please see Item 3)		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0	
	8	SHARED VOTING POWER  14,364,949*	
	9	SOLE DISPOSITIVE POWER  0	
	10	SHARED DISPOSITIVE POWER  14,364,949*	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  14,364,949*		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  3.6%**		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  HC; CO		

\* Represents 14,364,949 Common Units held by AUSH1.

\*\* The calculation is based on a total of 403,333,810 Common Units issued and outstanding as of May 2, 2022.

1	NAMES OF REPORTING PERSONS Anadarko USH1 Corporation		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO (please see Item 3)		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0	
	8	SHARED VOTING POWER 14,364,949*	
	9	SOLE DISPOSITIVE POWER 0	
	10	SHARED DISPOSITIVE POWER 14,364,949*	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 14,364,949*		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.6%**		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO		

\* Represents 14,364,949 Common Units held of record by AUSH1.

\*\* The calculation is based on a total of 403,333,810 Common Units issued and outstanding as of May 2, 2022.

## Explanatory Note

This Amendment No. 5 amends and supplements the Schedule 13D filed with the Securities and Exchange Commission on August 19, 2019 (the “Original Schedule 13D,” and as amended, the “Schedule 13D”) relating to the common units representing limited partner interests (the “Common Units”) in Western Midstream Partners, LP, a Delaware master limited partnership (the “Issuer”) beneficially owned by Occidental Petroleum Corporation (“Occidental”), OXY USA Inc. (“OXY USA”), OXY Oil Partners, Inc. (“OOP”), Baseball Merger Sub 2, Inc. (“BMS”), Anadarko Petroleum Corporation (“Anadarko”), Western Gas Resources, Inc. (“WGRI”), APC Midstream Holdings, LLC (“AMH”), WGR Asset Holding Company LLC (“WGRAH”), Anadarko Holding Company (“AHC”), Kerr-McGee Corporation (“KMG”), Kerr-McGee Worldwide Corporation (“KWC”) and Anadarko USH1 Corporation (“AUSH1” and together with Occidental, OXY USA, OOP, BMS, Anadarko, WGRI, AMH, WGRAH, AHC, KMG and KWC, the “Reporting Persons”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Original Schedule 13D and subsequent amendments, as applicable.

The filing of this Amendment No. 5 shall not be construed as an admission that any of the Reporting Persons is for the purposes of Section 13(d) or 13(g) of the Securities Exchange Act of 1934, the beneficial owner of any of the Common Units reported herein. Pursuant to Rule 13d-4, each of the Reporting Persons disclaims all such beneficial ownership in any such Common Units.

### **Item 3. Source and Amount of Funds or Other Consideration.**

Item 3 of the Schedule 13D is hereby amended and supplemented by adding the following:

The description of the transaction contemplated by the Second Unit Purchase Agreement (as defined below) in Item 4 of this Schedule 13D is hereby incorporated by reference into this Item 3.

### **Item 4. Purpose of Transaction.**

Item 4 of the Schedule 13D is hereby amended and supplemented by adding the following:

#### *July 2022 Issuer Repurchase*

On July 17, 2022, the Issuer entered into a Unit Purchase Agreement with WGRAH (the “Second Unit Purchase Agreement”), pursuant to which, on July 21, 2022, the Issuer repurchased 10,000,000 Common Units held by WGRAH for a purchase price of \$25.25 per Common Unit, representing an aggregate purchase price of \$252,500,000.

The foregoing description of the Second Unit Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Second Unit Purchase Agreement, which is incorporated by reference as Exhibit AA.

### **Item 5. Interest in Securities of the Issuer.**

Item 5 of the Schedule 13D is hereby amended and restated in its entirety as follows:

(a) and (b) See the information on the cover pages of this Amendment No. 5 to the Schedule 13D, which is incorporated by reference herein.

(c) None of the Reporting Persons, or to the Reporting Persons’ knowledge, none of the Listed Persons, has effected any transactions in the Common Units during the past 60 days, other than as described in Item 4 of this Amendment No. 5 to the Schedule 13D.

(d) The Reporting Persons have the right to receive distributions from, and the proceeds from the sale of, the respective Common Units reported by such persons on the cover pages of the Schedule 13D and in this Item 5. Except for the foregoing, no other person is known by the Reporting Persons to have the right to receive or the power to direct the receipt of distributions from, or the proceeds from the sale of, Common Units beneficially owned by the Reporting Persons or, to the Reporting Persons’ knowledge, the Listed Persons.

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(e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.**

Item 6 is hereby amended and supplemented by adding the following:

The description of the Second Unit Purchase Agreement in Item 4 above is hereby incorporated by reference into this Item 6. A copy of the Second Unit Purchase Agreement is included as an exhibit to this filing.

**Item 7. Material to be Filed as Exhibits.**

Item 7 of the Schedule 13D is hereby amended and supplemented by inserting the following exhibit:

[Exhibit AA](#) Unit Purchase Agreement, dated as of July 17, 2022, by and between WGR Asset Holding Company LLC and Western Midstream Partners, LP.

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## SIGNATURES

After reasonable inquiry and to the best of their knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Date: July 25, 2022

### **OCCIDENTAL PETROLEUM CORPORATION**

By: /s/ Nicole E. Clark

Name: Nicole E. Clark

Title: Vice President and Corporate Secretary

### **OXY USA INC.**

By: /s/ Nicole E. Clark

Name: Nicole E. Clark

Title: Vice President and Secretary

### **OXY OIL PARTNERS, INC.**

By: /s/ Nicole E. Clark

Name: Nicole E. Clark

Title: Vice President and Secretary

### **BASEBALL MERGER SUB 2, INC.**

By: /s/ Nicole E. Clark

Name: Nicole E. Clark

Title: Vice President and Secretary

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**ANADARKO PETROLEUM  
CORPORATION**

By: /s/ Nicole E. Clark

Name: Nicole E. Clark

Title: Vice President and Secretary

**WESTERN GAS RESOURCES, INC.**

By: /s/ Nicole E. Clark

Name: Nicole E. Clark

Title: Vice President and Secretary

**APC MIDSTREAM HOLDINGS, LLC**

By: /s/ Nicole E. Clark

Name: Nicole E. Clark

Title: Vice President and Secretary

**WGR ASSET HOLDING COMPANY LLC**

By: /s/ Nicole E. Clark

Name: Nicole E. Clark

Title: Vice President and Secretary

**ANADARKO HOLDING COMPANY**

By: /s/ Nicole E. Clark

Name: Nicole E. Clark

Title: Vice President and Secretary

**KERR-MCGEE CORPORATION**

By: /s/ Nicole E. Clark

Name: Nicole E. Clark

Title: Vice President and Secretary

**KERR-MCGEE WORLDWIDE  
CORPORATION**

By: /s/ Nicole E. Clark

Name: Nicole E. Clark

Title: Vice President and Secretary

**ANADARKO USH1 CORPORATION**

By: /s/ Nicole E. Clark

Name: Nicole E. Clark

Title: Vice President and Secretary

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## UNIT PURCHASE AGREEMENT

This UNIT PURCHASE AGREEMENT (this “**Agreement**”), dated as of July 17, 2022, is entered into by and between WGR Asset Holding Company LLC, a Delaware limited liability company (“**WGRAH**”), and Western Midstream Partners, LP, a Delaware limited partnership (“**WES**”). WGRAH and WES are each referred to herein as a “**Party**,” and collectively as the “**Parties**.” Capitalized terms used but not otherwise defined herein have the meaning set forth in that certain Second Amended and Restated Agreement of Limited Partnership of Western Midstream Partners, LP, dated as of December 31, 2019 (the “**Partnership Agreement**”).

### RECITALS

**WHEREAS**, Occidental Petroleum Corporation, a Delaware corporation, owns, indirectly, 100% of the issued and outstanding common stock of Anadarko Petroleum Corporation, a Delaware corporation, which owns, directly or indirectly, 100% of the issued and outstanding limited liability company interests of (i) WGRAH and (ii) APC Midstream Holdings, LLC, a Delaware limited liability company and the sole member of WGRAH (the “**Member**”);

**WHEREAS**, WGRAH owns approximately 24,139,260 common units representing limited partner interests in WES (“**Common Units**”);

**WHEREAS**, the Parties have agreed that WES will purchase 10,000,000 Common Units from WGRAH (the “**Subject Units**”), and WGRAH will sell to WES the Subject Units on the terms and subject to the conditions set forth in this Agreement;

**WHEREAS**, the Member, in its capacity as the sole member of WGRAH, by written consent, (i) determined that this Agreement and the transactions contemplated hereby are in the best interests of WGRAH; and (ii) approved this Agreement and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby; and

**WHEREAS**, the special committee (the “**Special Committee**”) of the Board of Directors of Western Midstream Holdings, LLC, a Delaware limited liability company and the general partner of WES (the “**General Partner**”), has by unanimous vote (i) determined that this Agreement and the transactions contemplated hereby are in the best interests of WES; and (ii) approved this Agreement and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, with such approval constituting “Special Approval” as such term is defined in the Partnership Agreement.

**NOW, THEREFORE**, in consideration of the representations, warranties, covenants and agreements set forth in this Agreement, the Parties hereby agree as follows:

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## ARTICLE I.

### DEFINITIONS AND INTERPRETATION

**Section 1.0 Definitions.** As used in this Agreement, the following terms shall have the respective meanings set forth below:

“**Affiliate**” means, with respect to any Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with, such specified Person through one or more intermediaries or otherwise; *provided, however*, that (a) with respect to the General Partner, the term “Affiliate” shall not include any Group Member, and (b) with respect to WGRAH, the term “Affiliate” shall not include the General Partner or any member of the Partnership Group.

“**Agreement**” has the meaning set forth in the preamble.

“**Business Day**” means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States of America or the State of Texas shall not be regarded as a Business Day.

“**Closing**” means the closing of the transactions contemplated by this Agreement.

“**Closing Date**” has the meaning set forth in Section 2.1.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Common Units**” has the meaning set forth in the recitals.

“**Control**” means, where used with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise, and the terms “Controlling” and “Controlled” have correlative meanings.

“**Enforceability Exceptions**” has the meaning set forth in Section 3.2.

“**General Partner**” has the meaning set forth in the recitals.

“**Governmental Authority**” means any federal, state, local, foreign, multi-national, supra-national, national, regional or other governmental agency, authority, administrative agency, regulatory body, commission, board, bureau, agency, officer, official, instrumentality, court or arbitral tribunal having governmental or quasi-governmental powers or any other instrumentality or political subdivision thereof; *provided, however*, that such term shall not include any entity or organization that is engaged in industrial or commercial operations and is wholly or partly owned by any government, to the extent that such entity or organization is acting in a commercial capacity.

“**Group Member**” has the meaning assigned to such term in the Partnership Agreement.

“**Group Member Agreement**” has the meaning assigned to such term in the Partnership Agreement.

**“Intended Tax Treatment”** has the meaning set forth in Section 5.1.

**“Laws”** has the meaning set forth in Section 3.3(c).

**“Liens”** means any security interest, lien, deed of trust, mortgage, pledge, charge, claim, restriction on transfer, easement, encumbrance or other similar interest or adverse right.

**“Parties”** has the meaning set forth in the preamble.

**“Partnership Agreement”** has the meaning set forth in the preamble.

**“Partnership Group”** has the meaning assigned to such term in the Partnership Agreement.

**“Person”** means an individual or a corporation, firm, limited liability company, partnership, joint venture, trust, unincorporated organization, association, Governmental Authority or other entity.

**“Purchase Price”** has the meaning set forth in Section 2.0.

**“Special Committee”** has the meaning set forth in the recitals.

**“Subject Units”** has the meaning set forth in the recitals.

**“Tax”** or **“Taxes”** means any federal, state, local or foreign income tax, ad valorem tax, excise tax, sales tax, use tax, franchise tax, real or personal property tax, transfer tax, gross receipts tax or other tax, assessment, duty, fee, levy or other governmental charge, together with and including, any and all interest, fines, penalties, assessments, and additions to Tax resulting from, relating to, or incurred in connection with any of those or any contest or dispute thereof.

**“Transfer Agent”** means Computershare Limited.

**“WES”** has the meaning set forth in the preamble.

**“WGRAH”** has the meaning set forth in the preamble.

**Section 1.1 Construction and Interpretation.** Unless the context requires otherwise: (a) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; (c) the terms “include,” “includes,” “including” or words of like import shall be deemed to be followed by the words “without limitation”; (d) the terms “hereof,” “herein” or “hereunder” refer to this Agreement as a whole and not to any particular provision of this Agreement; and (e) except as otherwise specifically provided in this Agreement, any agreement, instrument or statute defined or referred to herein means such agreement, instrument or statute as from time to time amended, supplemented or modified, including (A) in the case of agreements or instruments, by waiver or consent, and, in the case of statutes, by succession of comparable successor statutes, and (B) all attachments thereto and instruments incorporated therein. The headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement.

## ARTICLE II.

### TRANSACTION

**Section 2.0 Purchase and Sale of Subject Units.** Pursuant to this Agreement, at the Closing, WES agrees to purchase, and WGRAH agrees to sell, the Subject Units for a purchase price of \$25.25 per unit for an aggregate purchase price of \$252,500,000 (the “**Purchase Price**”).

**Section 2.1 Closing.** The Closing shall occur on July 21, 2022, or such other date to which the Parties agree (such date, the “**Closing Date**”). At the Closing, (a) WGRAH shall transfer and surrender the Subject Units to WES; and (b) WES shall pay WGRAH the Purchase Price.

**Section 2.2 Closing Deliveries by WGRAH to WES.** At Closing, WGRAH shall deliver to WES:

- (a) the Subject Units; and
- (b) each other document or instrument specified in or as may be reasonably required by this Agreement to be provided by WGRAH.

**Section 2.3 Closing Deliveries by WES to WGRAH.** At Closing, WES shall deliver to WGRAH:

- (a) full payment of the Purchase Price, by wire transfer of immediately available funds to the bank account designated by WGRAH not less than one Business Day preceding Closing;
- (b) an executed copy of the instruction letter to the Transfer Agent regarding the transfer of the Subject Units from WGRAH to WES; and
- (c) each other document or instrument specified in or as may be reasonably required by this Agreement to be provided by WES.

**Section 2.4 Conditions to Closing of WGRAH.** WGRAH’s obligation to sell the Subject Units at the Closing is subject to the fulfillment or (to the extent permitted by applicable Laws) written waiver by WGRAH, on or prior to the Closing Date, of each of the following conditions:

- (a) Representations and Warranties Correct. The representations and warranties made by WES in ARTICLE IV hereof shall be true and correct in all material respects when made and as of the Closing. WGRAH shall have received from WES a certificate to the effect set forth in the preceding sentence, signed by a duly authorized officer thereof.

(b) Legality. There shall not be in force any order, judgment or injunction by or with any Governmental Authority enjoining or prohibiting the consummation of the purchase of the Subject Units, and no such order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, shall have been instituted or threatened in writing seeking to impose any such restraint upon, or prohibition of, the consummation of the purchase of the Subject Units hereunder.

**Section 2.5 Conditions to Closing of WES.** WES's obligation to purchase the Subject Units at the Closing is subject to the fulfillment or (to the extent permitted by applicable Laws) written waiver by WES, on or prior to the Closing Date, of each of the following conditions:

(a) Representations and Warranties Correct. The representations and warranties made by WGRAH in ARTICLE III hereof shall be true and correct in all material respects when made and as of the Closing. WES shall have received from WGRAH a certificate to the effect set forth in the preceding sentence, signed by a duly authorized officer thereof.

(b) Legality. There shall not be in force any order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, entered by or with any Governmental Authority, statute, rule or regulation enjoining or prohibiting the consummation of the sale of the Subject Units hereunder and no such order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, shall have been instituted or threatened in writing seeking to impose any such restraint upon, or prohibition of, the consummation of the sale of the Subject Units hereunder.

### ARTICLE III.

#### REPRESENTATIONS AND WARRANTIES OF WGRAH

WGRAH hereby represents and warrants to WES that:

**Section 3.0 Subject Units.** As of the date hereof and immediately prior to the Closing, WGRAH is the record and beneficial owner of the Subject Units, which are held by WGRAH free and clear of all Liens except for restrictions on transfer provided for in the Partnership Agreement and pursuant to applicable securities Laws. Neither WGRAH nor any of its Affiliates, nor any Person on behalf of WGRAH or any of its Affiliates, has taken, directly or indirectly, any action designed to cause or that would result in, or that constitutes or that might reasonably be expected to constitute, the stabilization or manipulation of the market price of the Common Units.

**Section 3.1 Organization and Existence.** WGRAH is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business in each jurisdiction where the nature of its business or the ownership of its properties requires it to be qualified, except to the extent that the failure to be so qualified would not be reasonably likely to have, individually or in the aggregate, a material adverse effect on WGRAH and would not prevent, materially delay or materially impede the performance by WGRAH of its obligations under this Agreement. WGRAH has the requisite power and authority to carry on its business as it is now being conducted and to own all of its properties and assets, except as would not be reasonably likely to have, individually or in the aggregate, a material adverse effect on WGRAH and would not prevent, materially delay or materially impede the performance by WGRAH of its obligations under this Agreement.

**Section 3.2 Power and Authority.** WGRAH has the limited liability company power and authority to enter into this Agreement and each agreement and instrument to be executed and delivered by WGRAH pursuant hereto and to perform all of its obligations and consummate the transactions contemplated hereby and thereby. WGRAH has taken all necessary and appropriate limited liability company actions to authorize, execute and deliver this Agreement and each agreement and instrument to be executed and delivered by WGRAH pursuant hereto and to consummate the transactions contemplated hereby and thereby. This Agreement has been, and each agreement and instrument to be executed and delivered by WGRAH pursuant hereto will be when so executed and delivered, duly and validly executed and delivered by WGRAH and this Agreement is, and each agreement and instrument to be executed and delivered by WGRAH pursuant hereto will be when so executed and delivered, a valid and binding obligation of WGRAH enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors generally and by general principles of equity (collectively, the “**Enforceability Exceptions**”).

**Section 3.3 No Violations.** The execution and delivery of this Agreement or any other agreement or instrument to be executed and delivered pursuant hereto by WGRAH does not, or when executed will not, and the consummation of the transactions contemplated hereby or thereby and the performance by WGRAH of the obligations that it is obligated to perform hereunder or thereunder do not:

- (a) conflict with or result in a breach of any of the provisions of the organizational documents of WGRAH;
- (b) create any Lien on any Subject Units under any indenture, mortgage, lien, agreement, contract, commitment or instrument to which WGRAH is a party or its properties and assets are bound;
- (c) conflict with any municipal, state or federal ordinance, law (including common law), rule, regulation, judgment, order, writ, injunction, or decree (collectively, “**Laws**”) applicable to WGRAH; or
- (d) conflict with, result in a breach of, constitute a default under (whether with notice or the lapse of time or both) or accelerate or permit the acceleration of the performance required by, or require any consent, authorization or approval under, any indenture, mortgage, lien or agreement, contract, commitment or instrument to which WGRAH is a party or otherwise bound or to which any of its properties and assets are subject;

except, in the case of clauses (b), (c) and (d), as would not be reasonably likely to have, individually or in the aggregate, a material adverse effect on WGRAH and would not prevent, materially delay or materially impede the performance by WGRAH of its obligations under this Agreement.

**Section 3.4 No Brokers.** No action has been taken by or on behalf of WGRAH that would give rise to any valid claim against WES or its Affiliates for a brokerage commission, finder’s fee or other like payment with respect to the matters contemplated hereby.

**Section 3.5 Investigation and Access.** WGRAH confirms that it is familiar with the business and financial condition and operations of WES, that it has had access to such information concerning WES as it deems necessary to enable it to make an informed investment decision concerning the Subject Units, and that it is not relying on the advice or recommendations of WES in entering into, or consummating the transactions contemplated by, this Agreement.

**Section 3.6 Disclaimer of Warranties.** Except as expressly set forth in this ARTICLE III or in any agreement or instrument to be executed by WGRAH in connection with the transactions contemplated hereby, WGRAH makes no representation or warranty whatsoever and disclaims all liability and responsibility for any other representation, warranty, statement or information made or communicated (orally or in writing), including, without limitation, any opinion, information or advice that may have been provided by any officer, shareholder, member, partner, director, employee, agent or consultant of WGRAH or any of its Affiliates.

## **ARTICLE IV.**

### **REPRESENTATIONS AND WARRANTIES OF WES**

WES hereby represents and warrants to WGRAH that:

**Section 4.0 Organization and Existence.** WES is a limited partnership, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business in each jurisdiction where the nature of its business or the ownership of its properties requires it to be qualified, except to the extent that the failure to be so qualified would not be reasonably likely to have, individually or in the aggregate, a material adverse effect and would not prevent, materially delay or materially impede the performance by WES of its obligations under this Agreement. WES has the requisite power and authority to carry on its business as it is now being conducted and to own all of its properties and assets, except as would not be reasonably likely to have, individually or in the aggregate, a material adverse effect and would not prevent, materially delay or materially impede the performance by WES of its obligations under this Agreement.

**Section 4.1 Power and Authority.** WES has the limited partnership power and authority to enter into this Agreement and each agreement and instrument to be executed and delivered by WES pursuant hereto, and to perform all of its obligations and consummate the transactions contemplated hereby and thereby. WES has taken all necessary and appropriate limited partnership actions to authorize, execute and deliver this Agreement and each agreement and instrument to be executed and delivered by WES pursuant hereto and to consummate the transactions contemplated hereby and thereby. This Agreement has been, and each agreement and instrument to be executed and delivered by WES pursuant hereto will be when so executed and delivered, duly and validly executed and delivered by WES and this Agreement is, and each agreement and instrument to be executed and delivered by WES pursuant hereto will be when so executed and delivered, a valid and binding obligation of WES enforceable in accordance with its terms, except as such enforcement may be limited by the Enforceability Exceptions.



**Section 4.2    No Violations.** The execution and delivery of this Agreement or any other agreement or instrument to be executed and delivered pursuant hereto by WES does not, or when executed will not, and the consummation of the transactions contemplated hereby or thereby and the performance by WES of the obligations that it is obligated to perform hereunder or thereunder do not, and at the Closing will not:

(a) conflict with or result in a breach of any of the provisions of the Partnership Agreement or any other Group Member Agreement of the Partnership Group;

(b) create any Lien on any property or assets of any Group Member under any indenture, mortgage, lien, agreement, contract, commitment or instrument to which any Group Member is a party or their respective properties and assets are bound;

(c) conflict with any Laws applicable to any Group Member; or

(d) conflict with, result in a breach of, constitute a default under (whether with notice or the lapse of time or both) or accelerate or permit the acceleration of the performance required by, or require any consent, authorization or approval under, any indenture, mortgage, lien or agreement, contract, commitment or instrument to which any Group Member is a party or otherwise bound or to which any of their respective properties and assets are subject;

except, in the case of clauses (b), (c) and (d), as would not be reasonably likely to have, individually or in the aggregate, a material adverse effect on the Partnership Group, taken as a whole, and would not prevent, materially delay or materially impede the performance by WES of its obligations under this Agreement.

**Section 4.3    No Brokers.** No action has been taken by or on behalf of WES or the Special Committee that would give rise to any valid claim against WGRAH or its Affiliates for a brokerage commission, finder's fee or other like payment with respect to the matters contemplated hereby.

**Section 4.4    Sufficiency of Funds.** WES has sufficient unrestricted cash on hand or undrawn amounts immediately available under existing credit facilities to enable WES to consummate on a timely basis the transactions contemplated by this Agreement in accordance with the terms hereof.

**Section 4.5    Disclaimer of Warranties.** Except as expressly set forth in this ARTICLE IV or in any agreement or instrument to be executed by WES in connection with the transactions contemplated hereby, WES makes no representations or warranties whatsoever and disclaims all liability and responsibility for any other representation, warranty, statement or information made or communicated (orally or in writing), including, without limitation, any opinion, information or advice that may have been provided by any officer, shareholder, member, partner, director, employee, agent or consultant of WES or any of its Affiliates.

## ARTICLE V.

### COVENANTS

**Section 5.0 Further Assurances.** In case at any time after the Closing any further action is necessary to carry out the transactions contemplated hereby or the purposes of this Agreement, each of the Parties will take such further action as the other Party may reasonably request, all at the sole cost and expense of the requesting Party.

**Section 5.1 Tax Treatment of the Transaction.** The Parties intend that WES's purchase of the Subject Units in exchange for the consideration described in Section 2.0 will be treated for U.S. federal income tax purposes as a distribution by WES to WGRAH pursuant to Section 731 of the Code and Treasury Regulations Section 1.731-1(a) (the "**Intended Tax Treatment**"). Each Party shall, and shall cause its controlled Affiliates to, file all Tax returns and other reports consistent with the Intended Tax Treatment, unless required by Law to do otherwise.

## ARTICLE VI.

### MISCELLANEOUS

**Section 6.0 Binding Effect; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the respective Parties and their permitted successors and assigns. No Party may assign or delegate its rights or obligations under this Agreement without the prior written consent of the other Parties, which consent may be withheld for any reason. Any purported assignment in violation of the foregoing shall be null and void.

**Section 6.1 Entire Understanding; Headings and Amendments.**

(a) This Agreement and all documents to be executed and delivered pursuant hereto constitute the entire understanding between the Parties with respect to the transactions contemplated hereby, and supersede all previous agreements of any sort with respect thereto. Article headings are included only for purposes of convenience and shall not be construed as a part of this Agreement or in any way affecting the meaning of the provisions of this Agreement or its interpretation.

(b) This Agreement may not be amended or modified orally and no amendment or modification shall be valid unless in writing and signed by the Parties; *provided, however*, no such amendment or modification shall be effective unless and until it has been approved by the Special Committee.

**Section 6.2 Rights of Third Parties.** This Agreement shall not be construed to create any express or implied rights in any persons other than the Parties.

**Section 6.3 Notices.** All notices shall be in writing and shall be delivered or sent by first-class mail, postage prepaid, overnight courier or by means of electronic transmission. Any notice sent shall be addressed as follows:

(a) If to WGRAH:

Occidental Petroleum Corporation  
5 Greenway Plaza, Suite 110  
Houston, Texas 77046  
Attention: Secretary

With a copy (which shall not constitute notice) to:

Latham & Watkins LLP  
811 Main Street, Suite 3700  
Houston, Texas 77002  
Attention: John M. Greer  
Email: john.greer@lw.com

(b) If to WES:

Western Midstream Partners, LP  
9950 Woodloch Forest Drive  
The Woodlands, TX 77380  
Attention: General Counsel

With copies (which shall not constitute notice) to:

Western Midstream Partners, LP  
9950 Woodloch Forest Drive  
The Woodlands, TX 77380  
Attention: Chairman, Special Committee  
Hunton Andrews Kurth LLP  
600 Travis Street, Suite 4200  
Houston, Texas 77002  
Attention: G. Michael O'Leary  
Email: [moleary@huntonak.com](mailto:moleary@huntonak.com)

**Section 6.4 Choice of Law; Submission to Jurisdiction.** This Agreement, and any claim or dispute arising hereunder or relating hereto, shall be subject to and governed by the laws of the State of Delaware, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state. EACH OF THE PARTIES AGREES THAT THIS AGREEMENT INVOLVES AT LEAST U.S. \$100,000.00 AND THAT THIS AGREEMENT HAS BEEN ENTERED INTO IN EXPRESS RELIANCE UPON 6 Del. C. § 2708. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY AGREES (i) TO BE SUBJECT TO THE JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE AND OF THE FEDERAL COURTS SITTING IN THE STATE OF DELAWARE, AND (ii) TO THE EXTENT SUCH PARTY IS NOT OTHERWISE SUBJECT TO SERVICE OF PROCESS IN THE STATE OF DELAWARE, TO APPOINT AND MAINTAIN AN AGENT IN THE STATE OF DELAWARE AS SUCH PARTY'S AGENT FOR ACCEPTANCE OF LEGAL PROCESS AND TO NOTIFY THE OTHER PARTY OF THE NAME AND ADDRESS OF SUCH AGENT. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

**Section 6.5    Time of the Essence.** Time is of the essence in the performance of this Agreement in all respects. If the date specified herein for giving any notice or taking any action is not a Business Day (or if the period during which any notice is required to be given or any action taken expires on a date which is not a Business Day), then the date for giving such notice or taking such action (and the expiration date of such period during which notice is required to be given or action taken) shall be the next day that is a Business Day.

**Section 6.6    Damage Limitations.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, NO PARTY HERETO SHALL BE ENTITLED TO RECOVER FROM ANY OTHER PARTY HERETO ANY AMOUNT IN RESPECT OF EXEMPLARY, PUNITIVE, REMOTE OR SPECULATIVE DAMAGES, EXCEPT, IN EACH CASE, TO THE EXTENT SUCH DAMAGES ARE FINALLY AND JUDICIALLY DETERMINED AND PAID TO AN UNAFFILIATED THIRD PARTY. THE FOREGOING LIMITATIONS ON LIABILITY SHALL APPLY EVEN IN THE EVENT OF THE SOLE, JOINT, AND/OR CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE, STRICT LIABILITY OR FAULT OF THE PARTY WHOSE LIABILITY IS LIMITED (EXCLUDING GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT).

**Section 6.7    Waiver and Severability.**

(a) No waiver, either express or implied, by any Party hereto of any term or condition of this Agreement or right to enforcement thereof shall be effective, unless such waiver is in writing and signed by each Party. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way adversely affect the rights of the Party granting such waiver in any other respect or at any other time. The failure of any Party to exercise any rights or privileges under this Agreement shall not be construed as a waiver of any such rights or privileges under this Agreement. The rights and remedies provided in this Agreement are cumulative and, except as otherwise expressly provided in this Agreement, none is exclusive of any other or of any rights or remedies that any Party may hereunder or otherwise have at law or in equity.

(b) Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

**Section 6.8   Costs and Expenses.** Except as otherwise specifically provided in this Agreement, each Party will bear its own costs and expenses in connection with this Agreement and the transactions contemplated hereby.

**Section 6.9   Counterpart Execution.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

WGR ASSET HOLDING COMPANY LLC

By: /s/ Jaime R. Casas

Name: Jaime R. Casas

Title: Vice President and Treasurer

WESTERN MIDSTREAM PARTNERS, LP

By: Western Midstream Holdings, LLC, its general partner

By: /s/ Michael P. Ure

Name: Michael P. Ure

Title: President and Chief Executive Officer

*Signature Page to Unit Purchase Agreement*