



Devon Energy Production Company
333 W. Sheridan Avenue
Oklahoma City, Oklahoma 73102
Phone: (405)-552-7970
Erin.Workman@devn.com

February 1, 2021

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Interest Owners

Re: Central Tank Battery Marwari 28 CTB 1
Sec., T, R: NWNW, S28, T35S, R32E
Lease: ST NM-9789, NMLC0061869, ST NM E-5009
Pool: 96715 WC-025 G-06 S253206M; BONE SPRING
97903 WC-025 G-08 S253235G; LWR BONE SPRING
County: Lea Co., New Mexico

To whom it may concern:

This is to advise you that Devon Energy Production Company, L.P., is filing an application with the New Mexico Oil Conservation Division ("NMOCD") seeking approval for a Central Tank Battery for the below mentioned wells.

WELL NAME	API
Marwari 21-16 State Fed Com 234Y	30-025-46603
Marwari 28-16 State Fed Com 238H	30-025-45206
Van Doo Dah 21-33 Fed Com 233Y	30-025-46643
Van Doo Dah 28-33 Fed Com 237H	30-025-45237

A copy of our application submitted to the Division is attached.

Any objections or requests that a hearing should be held 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.

Subsequently drilled wells that produce from the subject pools within the project areas approved by this order may be added to this commingling authority by submittal of a Sundry Notice to the Engineering Bureau in Santa Fe.

Please contact the undersigned at (405) 552-6560 should you have any questions or need anything further.

Sincerely,

A handwritten signature in blue ink that reads "Jenny Harms".

Jenny Harms
Regulatory Compliance Professional
Work Phone: (405)552-6560
Jennifer.harms@devn.com
Devon Energy Center-Tower
333 West Sheridan Avenue Oklahoma City OK 73102-5015

Enclosure

Revised March 23, 2017

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: Devon Energy Production Co., L.P. **OGRID Number:** 6137
Well Name: see attachments for multiple wells and API's **API:** _____
Pool: 97903 WC-025 G-08 S253235G; IWR BONE SPRING **Pool Code:** _____
96715 WC-025 G-06 S253206M; BONE SPRING

**SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION
 INDICATED BELOW**

- 1) **TYPE OF APPLICATION:** Check those which apply for [A]
 A. Location – Spacing Unit – Simultaneous Dedication
☐ NSL ☐ NSP (PROJECT AREA) ☐ NSP (PRORATION UNIT) ☐ SD
- B. Check one only for [I] or [II]
 [I] Commingling – Storage – Measurement
☐ DHC ☐ CTB ☒ PLC ☐ PC ☐ OLS ☒ OLM
 [II] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery
☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR
- 2) **NOTIFICATION REQUIRED TO:** Check those which apply.
 A. ☐ Offset operators or lease holders
 B. ☒ Royalty, overriding royalty owners, revenue owners
 C. ☐ Application requires published notice
 D. ☐ Notification and/or concurrent approval by SLO
 E. ☒ Notification and/or concurrent approval by BLM
 F. ☐ Surface owner
 G. ☐ For all of the above, proof of notification or publication is attached, and/or,
 H. ☐ No notice required

FOR OCD ONLY

- ☐ Notice Complete
☐ Application
 Content
 Complete

- 3) **CERTIFICATION:** I hereby certify that the information submitted with this application for administrative approval is **accurate** and **complete** to the best of my knowledge. I also understand that **no action** will be taken on this application until the required information and notifications are submitted to the Division.

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

Jenny Harms
 Print or Type Name

Jenny Harms
 Signature

2-1-2021
 Date

405-552-6560
 Phone Number

jenny.harms@dv.com
 e-mail Address

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: Devon Energy Production Co., L.P.
OPERATOR ADDRESS: 333 W Sheridan Avenue, Oklahoma City, OK 73102
APPLICATION TYPE:

☐ Pool Commingling ☒ Lease Commingling ☐ Pool and Lease Commingling ☐ Off-Lease Storage and Measurement (Only if not Surface Commingled)

LEASE TYPE: ☐ Fee ☐ State ☒ Federal

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

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

(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes
See attachments					

- (2) Are any wells producing at top allowables? ☐ Yes ☒ No
(3) Has all interest owners been notified by certified mail of the proposed commingling? ☒ Yes ☐ No.
(4) Measurement type: ☒ Metering ☐ Other (Specify)
(5) Will commingling decrease the value of production? ☐ Yes ☒ No If "yes", describe why commingling should be approved

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

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

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

- (1) Complete Sections A and E.

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

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

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

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

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

SIGNATURE: Jenny Harms TITLE: Regulatory Specialist DATE: 2-2-2021

TYPE OR PRINT NAME Jenny Harms TELEPHONE NO.: 405-552-6560

E-MAIL ADDRESS: jenny.harms@dvn.com

Form 3160-5
(June 2015)UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTFORM APPROVED
OMB NO. 1004-0137
Expires: January 31, 2018**SUNDRY NOTICES AND REPORTS ON WELLS**
Do not use this form for proposals to drill or to re-enter an abandoned well. Use form 3160-3 (APD) for such proposals.5. Lease Serial No.
NMLC061869

6. If Indian, Allottee or Tribe Name

7. If Unit or CA/Agreement, Name and/or No.

8. Well Name and No.
MARWARI 21-16 STATE FED COM 234Y9. API Well No.
30-025-4660310. Field and Pool or Exploratory Area
WC-025 G-06 S253206M; BON11. County or Parish, State
LEA COUNTY, NM**SUBMIT IN TRIPLICATE - Other instructions on page 2**

1. Type of Well

☒ Oil Well ☐ Gas Well ☐ Other

2. Name of Operator

DEVON ENERGY PRODUCTION COMPANY

Contact: JENNIFER HARMS

Email: jennifer.harms@devon.com

3a. Address

333 W SHERIDAN AVE
OKLAHOMA CITY, OK 73102

3b. Phone No. (include area code)

Ph: 405-552-6560

4. Location of Well (Footage, Sec., T., R., M., or Survey Description)

Sec 21 T25S R32E SESW 500FSL 1510FWL

12. CHECK THE APPROPRIATE BOX(ES) TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION				
<input checked="" type="checkbox"/> Notice of Intent	<input type="checkbox"/> Acidize	<input type="checkbox"/> Deepen	<input type="checkbox"/> Production (Start/Resume)	<input type="checkbox"/> Water Shut-Off	
<input type="checkbox"/> Subsequent Report	<input type="checkbox"/> Alter Casing	<input type="checkbox"/> Hydraulic Fracturing	<input type="checkbox"/> Reclamation	<input type="checkbox"/> Well Integrity	
<input type="checkbox"/> Final Abandonment Notice	<input type="checkbox"/> Casing Repair	<input type="checkbox"/> New Construction	<input type="checkbox"/> Recomplete	<input checked="" type="checkbox"/> Other	
	<input type="checkbox"/> Change Plans	<input type="checkbox"/> Plug and Abandon	<input type="checkbox"/> Temporarily Abandon	Subsurface Commingling	
	<input type="checkbox"/> Convert to Injection	<input type="checkbox"/> Plug Back	<input type="checkbox"/> Water Disposal		

13. Describe Proposed or Completed Operation: Clearly state all pertinent details, including estimated starting date of any proposed work and approximate duration thereof. If the proposal is to deepen directionally or recompleat horizontally, give subsurface locations and measured and true vertical depths of all pertinent markers and zones. Attach the Bond under which the work will be performed or provide the Bond No. on file with BLM/BIA. Required subsequent reports must be filed within 30 days following completion of the involved operations. If the operation results in a multiple completion or recompleat in a new interval, a Form 3160-4 must be filed once testing has been completed. Final Abandonment Notices must be filed only after all requirements, including reclamation, have been completed and the operator has determined that the site is ready for final inspection.

Devon Energy Production Company, LP is requesting approval for a Lease Commingle and Off-Lease Measurement for the following wells:
Please see attachments.

BATTERY: MARWARI 28 CTB 1

WELL NAME API POOL

Marwari 21-16 State Fed Com 234Y; 30-025-46603; 6715-WC-025 G-06 S253206M; BONE SPRING
Marwari 28-16 State Fed Com 238H; 30-025-45206; 96715-WC-025 G-06 S253206M; BONE SPRING
Van Doo Dah 21-33 Fed Com 233Y; 30-025-46643; 97903-WC-025 G-08 S253235G; LWR BONE SPRING
Van Doo Dah 28-33 Fed Com 237H; 30-025-45237; 96715-WC-025 G-06 S253206M; BONE SPRING

14. I hereby certify that the foregoing is true and correct.

**Electronic Submission #518928 verified by the BLM Well Information System
For DEVON ENERGY PRODUCTION COMPANY, sent to the Hobbs**

Name (Printed/Typed) JENNIFER HARMS

Title REGULATORY COMPLIANCE ANALYST

Signature (Electronic Submission)

Date 06/15/2020

THIS SPACE FOR FEDERAL OR STATE OFFICE USE

Approved By _____	Title _____	Date _____
Conditions of approval, if any, are attached. Approval of this notice does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.		Office _____

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.

(Instructions on page 2)

**** OPERATOR-SUBMITTED ** OPERATOR-SUBMITTED ** OPERATOR-SUBMITTED ****

APPLICATION FOR CENTRAL TANK BATTERY\OFF LEASE MEASUREMENT, SALES, & STORAGE

Proposal for MARWARI 28 CTB 1

Devon Energy Production Company, LP is requesting approval for a Lease Commingle and Off-Lease Measurement for the following wells:

WELL NAME	Location	API	POOL	LEASE	LEASE
Marwari 21-16 State Fed Com 234Y	N-21-25S-32E	30-025-46603	96715 WC-025 G-06 S253206M; BONE SPRING	NM-9789(DVN-5283552)	NMLC0061869-12.5%)
Marwari 28-16 State Fed Com 238H	A-28-25S-32E	30-025-45206	96715 WC-025 G-06 S253206M; BONE SPRING	ST of NM-9789; ST of NM E-5009 (DVN lease #5288095)	NMLC0061869-12.5%)
Van Doo Dah 21-33 Fed Com 233Y	N-21-25S-32E	30-025-46643	97903 WC-025 G-08 S253235G; LWR BONE SPRIN	ST of NM-9789	NMLC0061869-12.5%)
Van Doo Dah 28-33 Fed Com 237H	A-28-25S-32E	30-025-45237	96715 WC-025 G-06 S253206M; BONE SPRING	ST of NM-9789	NMLC0061869-12.5%)

WELL NAME	CA BREAKDOWN
Marwari 21-16 State Fed Com 234Y	NMNM140654
Marwari 28-16 State Fed Com 238H	NMNM141642
Van Doo Dah 21-33 Fed Com 233Y	NMNM140655
Van Doo Dah 28-33 Fed Com 237H	NMNM140653

***CA's have been submitted**

Oil & Gas metering:

The central tank battery, Marwari 28 CTB 1, is located in NWNW, S28, T35S, R32E in Lea County, New Mexico.

Each well is routed to its own 3-phase separator where the full well stream is separated into gas, oil, and water streams. For each well, after separation, gas is measured with an independent, designated orifice meter for the purpose of allocation, then flows into a gas production line where it is combined with gas from the other wells and flows through a gas orifice sales meter(s) for the purpose of Federal Measurement Point/Sales/Royalty Payment. The oil from the 3-phase separator is measured with an independent, designated Coriolis Meter for the purpose of allocation. It then combines with the oil production from the other wells, flows into the heater treater(s), then into the Ultra-Low Pressure Separator(s) (ULPS), and into one of the oil tanks. The oil is then pumped out of the common tanks to an oil sales meter (LACT unit) for the purpose of Federal Measurement Point/Sales/Royalty Payment. The water from the 3-phase separator is measured with an independent, designated Mag meter for allocation, combines with the water from the other wells, then flows into the gun barrel, and into one of the produced water tanks. Flash gas that exits the heater treater(s) and ULPS(s) flows to the Vapor Recovery Unit (VRU). After exiting the VRU, the gas will be measured through a designated orifice meter for allocation.

The central tank battery will have 4 oil tanks and 3 water tanks that all wells will utilize. All wells will have 1 common gas delivery point(s) on location. They will also share 1 common oil delivery point(s) (LACT) on or directly adjacent to location.

Meter Owner / Serial Number:

Well Name	Gas Allocation Meter	Oil Allocation Meter	Gas FMP	Oil FMP	Water Allocation Meter	VRU Allocation Meter
MARWARI 21-16 STATE FED COM 234Y	DVN*	DVN*	COTTON DRAW MIDSTREAM*	DVN*	DVN*	DVN*
VAN DOO DAH 21-33 FED COM 233Y	DVN*	DVN*	COTTON DRAW MIDSTREAM*	DVN*	DVN*	DVN*
MARWARI 28-16 STATE FED COM 238H	DVN*	DVN*	COTTON DRAW *MIDSTREAM	DVN*	DVN*	DVN*
VAN DOO DAH 28-33 FED COM 237H	DVN*	DVN*	COTTON DRAW MIDSTREAM*	DVN*	DVN*	DVN*

* Meter serial numbers to be provided after construction of facility.

The total of all oil sales meters will be allocated to each well based on the oil allocation meter located downstream of each well's 3-phase separator. Devon will continue to operate and maintain the Coriolis Meter per BLM applicable regulations, notwithstanding further guidance from the local BLM in regards to proving the Coriolis Meter to meet applicable BLM standards. The total of all gas sales meters will be allocated to each well based on the gas allocation meter located downstream of each well's 3-phase separator and the VRU allocation meter. The VRU allocation meter volumes will be allocated to each well based on the oil allocation meter of each well. The BLM and OCD will be notified of any future changes to the facilities.

Process and Flow Descriptions:

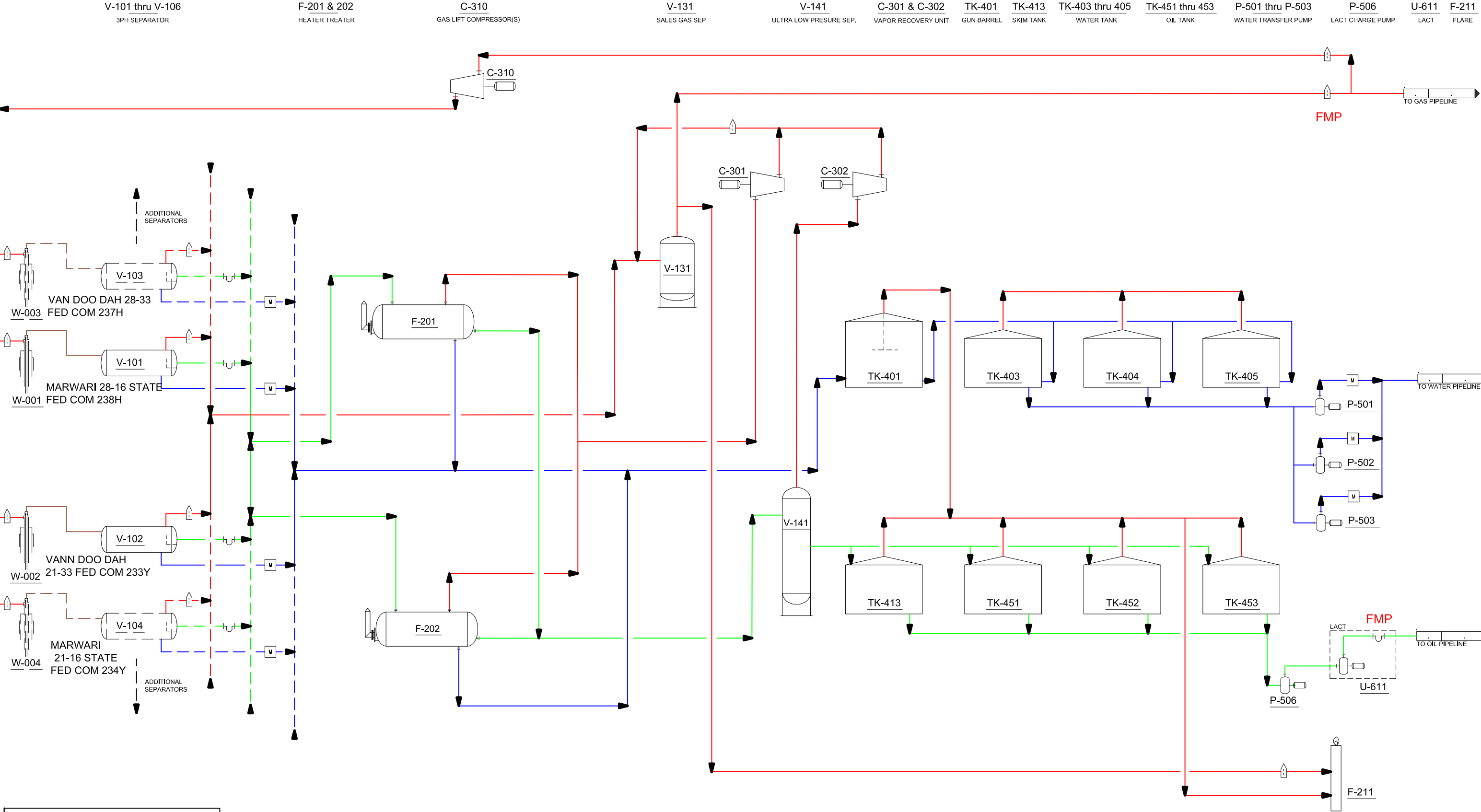
The flow of produced fluids is described above and shown in detail on the enclosed facility diagram, along with a description of each vessel and map which shows the lease boundaries, location of wells, facility, and gas sales meter.

The proposed commingling is appropriate based on the BLM's guidance in IM NMPO 2013-02 & 43 CFR 3173.14. The proposed commingling will maximize the ultimate recovery of oil and/or gas from the federal leases and will reduce environmental impacts by minimizing surface disturbance and emissions. The proposed commingling will reduce operating expenses, as well as, not adversely affect federal royalty income, production accountability, or the distribution of royalty.

Devon Energy Production Company, LP understands the requested approval will not constitute the granting of any right-of-way or construction rights not granted by the lease instrument.

Working, royalty, and overriding interest owners have been notified of this proposal via certified mail (see attached).

There are no material quality differences in oil production from the wells in this application, therefore there will be no impact on the royalty value from an oil marketing perspective.



LEGEND	
	ORIFICE METER
	CORIOLIS METER
	MAGNETIC METER
	OIL
	GAS
	WATER

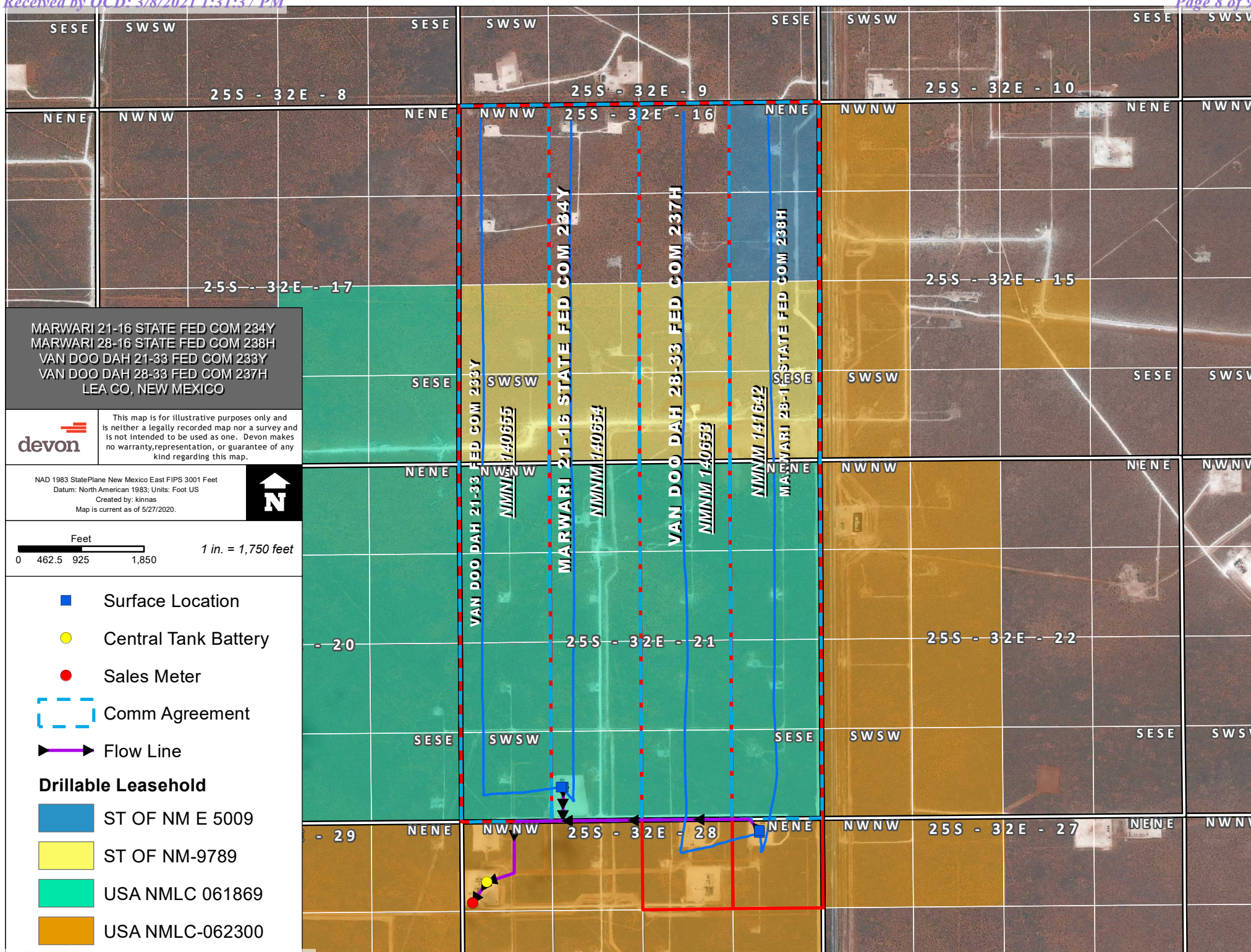
DRAWING STATUS			DRAWN BY	DATE
ISSUED FOR	DATE	BY	ENGINEERED BY	DATE
PHA			APPROVED BY	DATE
BID				
CONSTRUCTION			PROJECT No.:	000
AS-BUILT			DRAWING No.:	110-01
CONFIDENTIAL				
This drawing is the property of Devon Energy. Any reproduction, copying or unauthorized use of this drawing, or any part thereof, without the express written consent of Devon Energy is prohibited.				

Devon Energy Corporation
333 West Sheridan Avenue, Oklahoma City, OK 73102-5015

DBBU STANDARD P&ID'S
SYMBOLS & ABBREVIATIONS

FILE NAME
DBBU Compliance PFD - RevC

REV
C



[illegible]

Denny Harris

Title: Regulatory Compliance Specialist

BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
960.0	44.9	4600.0	1425.0

.Devon - Internal

CustomerReference		2nd attempt	AttentionTo	Organization	Address2	Address3	City	Region	Country	PostalCode
9414 8149 0152 7181 9120 21	Pre-Shipment	mailed out overnight by fed ex 2/24/2021;	EUGENE H PERRY &	DOROTHY B PERRY		3817 CRESTWOOD TER	FORT WORTH	TX	US	76107-1139
9414 8149 0152 7181 9120 38	Delivered	947923357841 - delivered Mon, 03/01/2021	ONRR	ROYALTY MANAGEMENT PROGRAM		PO BOX 25627	DENVER	CO	US	80225-0627
9414 8149 0152 7181 9120 45	Delivered		FIDELITY EXPLORATION & PROD CO			DEPARTMENT 1420	DENVER	CO	US	80256
9414 8149 0152 7181 9120 52	Delivered		JENNINGS-LEE TRUST	JAMIE E JENNINGS & GEORGE J LEE TTE		PO BOX 20204	HOT SPRINGS	AR	US	71903-0204
9414 8149 0152 7181 9120 69	Delivered		DRAGOON CREEK MINERALS LLC			PO BOX 470857	FORT WORTH	TX	US	76147
9414 8149 0152 7181 9120 76	Delivered		OCEAN ENERGY INC	% UMC PETROLEUM CORPORATION		1201 LOUISIANA STE 1400	HOUSTON	TX	US	77002-5606
9414 8149 0152 7181 9120 83	Delivered		SUSAN JENNINGS CROFT			11700 PRESTON RD STE 660 PMB 390	DALLAS	TX	US	75230
9414 8149 0152 7181 9120 90	Delivered		WESTWAY PETRO A TX JT VENTURE	W E READ NOMINEE RECIPIENT		6440 N CENTRAL EXPY STE 615 LB 76	DALLAS	TX	US	75206
9414 8149 0152 7181 9121 06	Delivered		PRIDE ENERGY COMPANY			PO BOX 701950	TULSA	OK	US	74170-1901
9414 8149 0152 7181 9121 13	Delivered		PEGASUS RESOURCES NM LLC			PO BOX 735082	DALLAS	TX	US	75373-5082
9414 8149 0152 7181 9121 20	Delivered		STATE OF NEW MEXICO	COMMISSION OF PUBLIC LANDS		PO BOX 1148	SANTA FE	NM	US	87504-1148
9414 8149 0152 7181 9121 37	Delivered		MORRIS E SCHERTZ	& WIFE HOLLY K SCHERTZ		P O BOX 2588	ROSWELL	NM	US	88202-2588
9414 8149 0152 7181 9121 44	Delivered		ALLEN FAMILY REV TR	DTD 5-19-2000 FBO OF NANCY EDGE	JENNINGS SEP PROP	3623 OVERBROOK DR	DALLAS	TX	US	75205
9414 8149 0152 7181 9121 51	Delivered		CAMP COLORADO INVESTMENTS LP			PO BOX 1498	MIDLAND	TX	US	79702-1498
9414 8149 0152 7181 9121 68	Delivered		BALLARD E SPENCER TRUST INC			PO BOX 6	ARTESIA	NM	US	88211-0006

Form 3160-5
(June 2015)UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTFORM APPROVED
OMB NO. 1004-0137
Expires: January 31, 2018**SUNDRY NOTICES AND REPORTS ON WELLS**
Do not use this form for proposals to drill or to re-enter an abandoned well. Use form 3160-3 (APD) for such proposals.5. Lease Serial No.
NMLC061869

6. If Indian, Allottee or Tribe Name

7. If Unit or CA/Agreement, Name and/or No.

SUBMIT IN TRIPLICATE - Other instructions on page 2

1. Type of Well

☒ Oil Well ☐ Gas Well ☐ Other

8. Well Name and No.

MARWARI 21-16 STATE FED COM 234Y

2. Name of Operator

Contact: JENNIFER HARMS

DEVON ENERGY PRODUCTION COMPANY; jennifer.harms@dnv.com

9. API Well No.

30-025-46603

3a. Address

333 W SHERIDAN AVE
OKLAHOMA CITY, OK 73102

3b. Phone No. (include area code)

Ph: 405-552-6560

10. Field and Pool or Exploratory Area

WC-025 G-06 S253206M; BON

4. Location of Well (Footage, Sec., T., R., M., or Survey Description)

Sec 21 T25S R32E SESW 500FSL 1510FWL

11. County or Parish, State

LEA COUNTY, NM

12. CHECK THE APPROPRIATE BOX(ES) TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION			
<input checked="" type="checkbox"/> Notice of Intent	<input type="checkbox"/> Acidize	<input type="checkbox"/> Deepen	<input type="checkbox"/> Production (Start/Resume)	<input type="checkbox"/> Water Shut-Off
<input type="checkbox"/> Subsequent Report	<input type="checkbox"/> Alter Casing	<input type="checkbox"/> Hydraulic Fracturing	<input type="checkbox"/> Reclamation	<input type="checkbox"/> Well Integrity
<input type="checkbox"/> Final Abandonment Notice	<input type="checkbox"/> Casing Repair	<input type="checkbox"/> New Construction	<input type="checkbox"/> Recomplete	<input checked="" type="checkbox"/> Other
	<input type="checkbox"/> Change Plans	<input type="checkbox"/> Plug and Abandon	<input type="checkbox"/> Temporarily Abandon	Subsurface Commingling
	<input type="checkbox"/> Convert to Injection	<input type="checkbox"/> Plug Back	<input type="checkbox"/> Water Disposal	

13. Describe Proposed or Completed Operation: Clearly state all pertinent details, including estimated starting date of any proposed work and approximate duration thereof. If the proposal is to deepen directionally or recompleat horizontally, give subsurface locations and measured and true vertical depths of all pertinent markers and zones. Attach the Bond under which the work will be performed or provide the Bond No. on file with BLM/BIA. Required subsequent reports must be filed within 30 days following completion of the involved operations. If the operation results in a multiple completion or recompleat in a new interval, a Form 3160-4 must be filed once testing has been completed. Final Abandonment Notices must be filed only after all requirements, including reclamation, have been completed and the operator has determined that the site is ready for final inspection.

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Van Doo Dah 28-33 Fed Com 237H;30-025-45237;96715-WC-025 G-06 S253206M; BONE SPRING

14. I hereby certify that the foregoing is true and correct.

**Electronic Submission #518928 verified by the BLM Well Information System
For DEVON ENERGY PRODUCTION COMPANY, sent to the Hobbs**

Name (Printed/Typed) JENNIFER HARMS

Title REGULATORY COMPLIANCE ANALYST

Signature (Electronic Submission)

Date 06/15/2020

THIS SPACE FOR FEDERAL OR STATE OFFICE USE

Approved By _____	Title _____	Date _____
Conditions of approval, if any, are attached. Approval of this notice does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.		Office _____

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.

(Instructions on page 2)

**** OPERATOR-SUBMITTED ** OPERATOR-SUBMITTED ** OPERATOR-SUBMITTED ****

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
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 30-025-45206		² Pool Code 96715	³ Pool Name WC -025 G-06 S253206M; BONE SPRING
⁴ Property Code 322445	⁵ Property Name MARWARI 28-16 STATE FED COM		⁶ Well Number 238H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.		⁹ Elevation 3384.1

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
A	28	25 S	32 E		175	NORTH	865	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
A	16	25 S	32 E		20	NORTH	660	EAST	LEA

¹² Dedicated Acres	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
320			

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.

<p>NW CORNER SEC. 16 LAT. = 32.1376330°N LONG. = 103.6886037°W NMSP EAST (FT) N = 414403.67 E = 740898.71</p> <p>N/4 CORNER SEC. 16 LAT. = 32.1376850°N LONG. = 103.6886045°W NMSP EAST (FT) N = 414438.01 E = 743549.16</p> <p>BOTTOM OF HOLE LAT. = 32.1376578°N LONG. = 103.6735633°W NMSP EAST (FT) N = 414441.05 E = 745553.34</p> <p>SEC. 16</p> <p>NE CORNER SEC. 16 LAT. = 32.1377224°N LONG. = 103.6714339°W NMSP EAST (FT) N = 414488.64 E = 746213.13</p> <p>E/4 CORNER SEC. 16 LAT. = 32.1304888°N LONG. = 103.6714601°W NMSP EAST (FT) N = 411837.10 E = 746221.18</p> <p>LAST TAKE POINT 100' PSL, 660' PSL LAT. = 32.1374378°N LONG. = 103.6735633°W NMSP EAST (FT) N = 414361.07 E = 745553.59</p>		<p>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. Signature: <i>Jenny Harms</i> Date: 9-4-2019 Jenny Harms Printed Name Jenny.Harms@dvn.com E-mail Address</p>
<p>NW CORNER SEC. 21 LAT. = 32.1231386°N LONG. = 103.6886842°W NMSP EAST (FT) N = 409130.93 E = 740903.34</p> <p>W/4 CORNER SEC. 21 LAT. = 32.1158978°N LONG. = 103.6886867°W NMSP EAST (FT) N = 408436.74 E = 740920.33</p> <p>NW CORNER SEC. 21 LAT. = 32.1231544°N LONG. = 103.6886770°W NMSP EAST (FT) N = 409132.64 E = 743588.95</p> <p>SEC. 21</p> <p>NE CORNER SEC. 21 LAT. = 32.1232250°N LONG. = 103.6714958°W NMSP EAST (FT) N = 409194.57 E = 746229.47</p> <p>E/4 CORNER SEC. 21 LAT. = 32.1158950°N LONG. = 103.6714951°W NMSP EAST (FT) N = 408533.43 E = 746242.49</p>		<p>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. AUGUST 20, 2019 Date of Survey FILMON F. JARAMILLO Signature and Seal of Professional Surveyor Certificate Number: FILMON F. JARAMILLO, PLS 12797 SURVEY NO. 5913G</p>

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 Rond, 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 30-025-45237		² Pool Code 97903	³ Pool Name WC-025 G-06 S253206M; Bone Spring
⁴ Property Code 322444	⁵ Property Name VAN DOO DAH 28-33 FED COM		⁶ Well Number 237H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.		⁹ Elevation 3384.2

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
A	28	25 S	32 E		175	NORTH	895	EAST	LEA

" Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	16	25 S	32 E		20	NORTH	1980	EAST	LEA

" Dedicated Acres 320	" Joint or Infill	" Consolidation Code	" 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.

16		17	
OPERATOR CERTIFICATION		SURVEYOR CERTIFICATION	
<p>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.</p> <p><i>Jenny Harms</i> 9-4-2019</p> <p>Signature _____ Date _____</p> <p>Printed Name _____</p> <p>Jenny.Harms@dvn.com</p> <p>E-mail Address _____</p>		<p>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.</p> <p>AUGUST 28, 2019</p> <p>Date of Survey _____</p> <p><i>FILMON F. JARAMILLO</i></p> <p>12797</p> <p>Signature and Seal of Professional Surveyor: _____</p> <p>Certificate Number: FILMON F. JARAMILLO, PLS 12797</p> <p>SURVEY NO. 5914E</p>	

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State of New Mexico
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OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87505

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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-46603	² Pool Code 96715	³ Pool Name WC-025 G-06 S253206M; BONE SPRING
⁴ Property Code 325998	⁵ Property Name MARWARI 21-16 STATE FED COM	⁶ Well Number 234Y
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3389.9

" Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	21	25 S	32 E		500	SOUTH	1510	WEST	LEA

" Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	16	25 S	32 E		20	NORTH	1650	WEST	LEA

¹⁰ Dedicated Acres 320	¹¹ Joint or Infill	¹² Consolidation Code	¹³ 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.

<p>NW CORNER SEC. 16 LAT. = 32.1376330°N LONG. = 103.6886037°W NMSP EAST (FT) N = 414403.87 E = 740898.71</p> <p>LAST TAKE POINT 100' FSL, 1650' FWL LAT. = 32.1373890°N LONG. = 103.6832755°W NMSP EAST (FT) N = 414325.02 E = 742548.50</p> <p>NW CORNER SEC. 21 LAT. = 32.1231388°N LONG. = 103.6886842°W NMSP EAST (FT) N = 409130.93 E = 740905.34</p> <p>W/4 CORNER SEC. 21 LAT. = 32.1158978°N LONG. = 103.6886867°W NMSP EAST (FT) N = 406496.74 E = 740920.33</p> <p>SW CORNER SEC. 21 LAT. = 32.1085683°N LONG. = 103.6886834°W NMSP EAST (FT) N = 403828.87 E = 740937.30</p>		<p>N89°15'43"E 2651.26 FT N89°20'29"E 2664.70 FT N/4 CORNER SEC. 16 LAT. = 32.1376830°N LONG. = 103.6800405°W NMSP EAST (FT) N = 414438.01 E = 743549.18</p> <p>BOTTOM OF HOLE LAT. = 32.1376089°N LONG. = 103.6832743°W NMSP EAST (FT) N = 414405.01 E = 742548.40</p> <p>N89°31'59"E 2665.28 FT N89°05'49"E 2660.43 FT N/4 CORNER SEC. 21 LAT. = 32.1231544°N LONG. = 103.6800770°W NMSP EAST (FT) N = 409152.64 E = 743569.95</p> <p>MARWARI 21-16 STATE FED COM 234Y ELEV. = 3389.9' LAT. = 32.1099983°N (NAD83) LONG. = 103.6838082°W NMSP EAST (FT) N = 404359.67 E = 742443.67</p> <p>FIRST TAKE POINT 100' FSL, 1650' FWL LAT. = 32.1089042°N LONG. = 103.6833557°W NMSP EAST (FT) N = 403962.51 E = 742586.17</p> <p>S/4 CORNER SEC. 21 LAT. = 32.1086683°N LONG. = 103.6800892°W NMSP EAST (FT) N = 403882.79 E = 743598.11</p>		<p>NE CORNER SEC. 16 LAT. = 32.1377224°N LONG. = 103.6714339°W NMSP EAST (FT) N = 414468.64 E = 746213.13</p> <p>E/4 CORNER SEC. 16 LAT. = 32.1304888°N LONG. = 103.6714601°W NMSP EAST (FT) N = 411837.10 E = 746221.18</p> <p>NE CORNER SEC. 21 LAT. = 32.1232250°N LONG. = 103.6714858°W NMSP EAST (FT) N = 409194.57 E = 746229.47</p> <p>E/4 CORNER SEC. 21 LAT. = 32.1159650°N LONG. = 103.6714961°W NMSP EAST (FT) N = 406553.45 E = 746242.49</p> <p>SE CORNER SEC. 21 LAT. = 32.1087061°N LONG. = 103.6714983°W NMSP EAST (FT) N = 403912.78 E = 746258.05</p>		<p>" 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.</p> <p><i>Jenny Harms</i> 12-23-2019 Signature Date</p> <p>Jenny Harms Printed Name</p> <p>Jenny.Harms@dmv.com E-mail Address</p> <p>" 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.</p> <p>NOVEMBER 13, 2019 Date of Survey</p> <p><i>William F. Jaramila</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: FILED 688 PROFESSIONAL SURVEYOR NO. 5883F</p>
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State of New Mexico
Energy, Minerals & Natural Resources Department

OIL CONSERVATION DIVISION DEC 30 2019

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Form C-102

Revised August 1, 2011

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District Office

RECEIVED AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-46643	² Pool Code 97903	³ Pool Name WC-025 G-08 S253235G; LWR BONE SPRIN
⁴ Property Code 322486	⁵ Property Name VAN DOO DAH 21-33 FED COM	⁶ Well Number 233Y
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3389.9

" Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	21	25 S	32 E		500	SOUTH	1480	WEST	LEA

" Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	16	25 S	32 E		20	NORTH	330	WEST	LEA

¹⁰ Dedicated Acres	¹¹ Joint or Infill	¹² Consolidation Code	¹³ Order No.
320			

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.

<p>NW CORNER SEC. 16 LAT. = 32.1376330°N LONG. = 103.6886037°W NMSP EAST (FT) N = 414403.87 E = 740898.71</p> <p>LAST TAKE POINT 100' FUL, 330' FUL LAT. = 32.1373641°N LONG. = 103.6875392°W NMSP EAST (FT) N = 414308.01 E = 741228.81</p> <p>NW CORNER SEC. 21 LAT. = 32.1231388°N LONG. = 103.6886842°W NMSP EAST (FT) N = 409130.93 E = 740905.34</p> <p>W/4 CORNER SEC. 21 LAT. = 32.1158978°N LONG. = 103.6886867°W NMSP EAST (FT) N = 406496.74 E = 740920.33</p> <p>SW CORNER SEC. 21 LAT. = 32.1085668°N LONG. = 103.6886834°W NMSP EAST (FT) N = 403829.87 E = 740937.30</p>		<p>N/4 CORNER SEC. 16 LAT. = 32.1376830°N LONG. = 103.6800405°W NMSP EAST (FT) N = 414438.01 E = 743549.18</p> <p>BOTTOM OF HOLE LAT. = 32.1375840°N LONG. = 103.6875380°W NMSP EAST (FT) N = 414388.00 E = 741228.70</p> <p>N/4 CORNER SEC. 21 LAT. = 32.1231544°N LONG. = 103.6800770°W NMSP EAST (FT) N = 409152.64 E = 743569.95</p> <p>S/4 CORNER SEC. 21 LAT. = 32.1086683°N LONG. = 103.6800892°W NMSP EAST (FT) N = 403882.79 E = 743598.11</p>		<p>NE CORNER SEC. 16 LAT. = 32.1377224°N LONG. = 103.6714339°W NMSP EAST (FT) N = 414468.64 E = 746213.13</p> <p>E/4 CORNER SEC. 16 LAT. = 32.1304888°N LONG. = 103.6714601°W NMSP EAST (FT) N = 411837.10 E = 746221.18</p> <p>NE CORNER SEC. 21 LAT. = 32.1232250°N LONG. = 103.6714858°W NMSP EAST (FT) N = 409194.57 E = 746229.47</p> <p>E/4 CORNER SEC. 21 LAT. = 32.1159650°N LONG. = 103.6714981°W NMSP EAST (FT) N = 406553.45 E = 746242.49</p> <p>SE CORNER SEC. 21 LAT. = 32.1087061°N LONG. = 103.6714983°W NMSP EAST (FT) N = 403912.78 E = 746258.05</p>	
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NOTE: LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NAD83) LISTED NEW MEXICO STATE PLANE EAST COORDINATES ARE GRID (NAD83). BASIS OF BEARING AND DISTANCES USED ARE NEW MEXICO STATE PLANE EAST COORDINATES MODIFIED TO THE SURFACE. VERTICAL DATUM: NAVD83.

330' BHL
20' LTP
DNF
FTP
SHL
1480'

VAN DOO DAH 21-33 FED COM 233Y
ELEV. = 3389.9
LAT. = 32.1098971°N (NAD83)
LONG. = 103.6839051°W
NMSP EAST (FT)
N = 404359.09
E = 742413.69

FIRST TAKE POINT
100' FUL, 330' FUL
LAT. = 32.1088539°N
LONG. = 103.6876179°W
NMSP EAST (FT)
N = 403936.26
E = 741266.59

58°51'38"W 2661.92 FT 58°21'15"W 2660.68 FT

" 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.

Jenny Harms 12-23-2019
Signature Date
JENNY HARMS

Printed Name
JENNY.HARMS@DVN.COM

E-mail Address

" 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.

NOVEMBER 13, 2019

Date of Survey

Signature and Seal of Professional Surveyor:

Certificate Number: **PL 12797**
PROFESSIONAL SURVEYOR NO. 5884F



Devon Energy Production Company, L.P.
333 West Sheridan Avenue
Oklahoma City, OK 73102-5015

405 235 3611 Phone
www.devonenergy.com

August 13, 2019

Bureau of Land Management
New Mexico State Office
Attn: Margie Dupre
301 Dinosaur Trail
Santa Fe, New Mexico 87508

RE: Communitization Agreement
Marwari 21-16 Fed Com Wells
Section 16 and 21-25S-32E
Lea County, New Mexico

Dear Margie Dupre:

Devon Energy Production Company, L.P. ("Devon"), as Operator, proposes the attached Communitization Agreement. The communitized area includes 320 acres each, in the Bone Spring formation of Section 16 & 21-25S-32E, Lea County, New Mexico.

I have enclosed (3) three originals and (1) copy to enable you to return one approved original to my attention. If additional information is required, or if you have any questions, please contact me at 405-552-3682.

Sincerely,

Ryan Folsom
Land Analysis Professional

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 14th day of March, 2019, 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:

Section 16: W/2 E/2

Section 21: W/2 E/2

Township 25 South, Range 32 East, Lea County, New Mexico

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

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 Devon Energy Production Company, L.P., 333 West Sheridan Avenue, Oklahoma City, Oklahoma 73102. 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 March 14, 2019, 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.

Devon Energy Production Company, L.P.

Operator

7/15/2019
Date

By: Catherine Lebsack
Catherine Lebsack, Vice President

SD JRP

June 12, 2019

Date

Pride Energy Company,
An Oklahoma General Partnership

X

Matthew L. Pride

By: Pride Production Co., Inc.

Title: General Partner

By: Matthew L. Pride

Title: President

P.O. Box 701950

Phone # (918) 524-9200

Tulsa, OK 74170-1950

Fax # (918) 524-9292

E-mail: mattp@pride-energy.com

Paduca Partners, LLC

Date

By: _____

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)

) ss.

COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 15th day of July, 2019, by Catherine Lebsack, Vice President for Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(SEAL)



05/15/2023
My Commission Expires

Brenda Plymale
Notary Public

STATE OF OKLAHOMA)

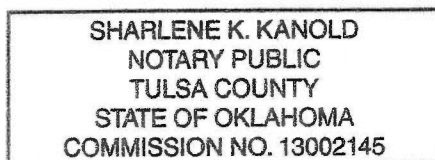
) ss.

COUNTY OF TULSA)

This instrument was acknowledged before me on this 12th day of June, 2019, by Matthew L. Pride as President of Pride Production Co., Inc., General Partner of Pride Energy Company, an Oklahoma General Partnership.

03/04/2021

My Commission Expires



Sharlene K. Kanold
Notary Public

Pride Energy Company_____
DateBy: _____
Matthew L. Pride, President**Paduca Partners, LLC**5/7/19

DateBy: _____
*J. S. Lebeck***ACKNOWLEDGEMENT**STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this _____ day of _____, 2019, by Catherine Lebsack, Vice President for Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(SEAL)

My Commission Expires_____
Notary PublicSTATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on this _____ day of _____, 2019, by Matthew L. Pride as President of Pride Production Co., Inc., General Partner of Pride Energy Company, an Oklahoma General Partnership.

(SEAL)

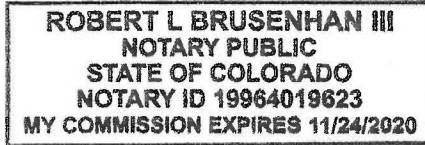
My Commission Expires_____
Notary Public

STATE OF COLORADO)
) ss.

COUNTY OF ARAPAHOE

This instrument was acknowledged before me on this 7th day of May,
2019, by JOHN G. LEEDE as MANAGER Paduca Partners,
LLC.

(SEAL)



My Commission Expires

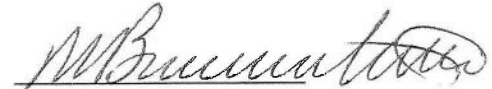

Notary Public

EXHIBIT "A"

Plat of communitized area covering **320.00** acres in W/2 E/2 of Section 16 and W/2 E/2 Section 21,
Township 25 South, Range 32 East, Lea County, New Mexico.

Communitized Well: Van Doo Dah 28-33 Fed Com 237H

	Tract 1 ST NM V-6545 80 acres	16
	Tract 2 ST NM E-9789 80 acres	
	Tract 3 NMLC 061869 160 Acres	21

EXHIBIT "B"

To Communitization Agreement dated March 14, 2019 embracing the W/2 E/2 of Section 16 & W/2 E/2 of Section 21, Township 25 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

Operator of Communitized Area: Devon Energy Production Company, L.P.

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

Lease Serial No.:	ST NM V-6545
Lease Date:	February 1, 2002
Lease Term:	5 Years
Lessor:	State of New Mexico
Original Lessee:	Pride Energy Company
Present Lessee:	Pride Energy Company – 100.00%
Description of Land Committed:	<u>Township 25 South, Range 32 East, N.M.P.M.</u> Section 16: W/2 NE/4
Number of Acres:	80.00
Royalty Rate:	1/6 th
Name and Percent WI Owners:	Pride Energy Company - 100.00%
Name and Percent ORRI Owners:	None

Tract No. 2

Lease Serial No.:	ST NM E-9789
Lease Date:	February 21, 1956
Lease Term:	5 years

Lessor: State of New Mexico

Original Lessee: Monsanto Company

Present Lessee: Paduca Partners, LLC - 100.00%

Description of Land Committed: Township 25 South, Range 32 East, N.M.P.M.
Section 16: Insofar and only insofar as said lease covers
the W/2 SE/4

Number of Acres: 80.00

Royalty Rate: 1/8th

Name and Percent WI Owners: Devon Energy Production Company, L.P. - 100.00%

Name and Percent ORRI Owners: Of record

Tract No. 3

Lease Serial No.: NMLC-061869

Lease Date: January 1, 1951

Lease Term: 5 years

Lessor: United States of America

Original Lessee: J.A. Fairey

Present Lessee: Devon Energy Production Company, L.P. - 100.00%

Description of Land Committed: Township 25 South, Range 32 East, N.M.P.M.
Section 21: Insofar and only insofar as said lease covers
the W/2 E/2

Number of Acres: 160.00

Royalty Rate: 1/8th

Name and Percent WI Owners: Devon Energy Production Company, L.P. - 100.00%

Name and Percent ORRI Owners: Of record

RECAPITULATION

	NO. OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
Tract No. 1	80.00	25.00%
Tract No. 2	80.00	25.00%
<u>Tract No. 3</u>	<u>160.00</u>	<u>50.00%</u>
	320.00	100.00%



Devon Energy Production Company, L.P.
333 West Sheridan Avenue
Oklahoma City, OK 73102-5015

405 235 3611 Phone
www.devonenergy.com

August 13, 2019

Bureau of Land Management
New Mexico State Office
Attn: Margie Dupre
301 Dinosaur Trail
Santa Fe, New Mexico 87508

RE: Communitization Agreement
Marwari 21-16 Fed Com Wells
Section 16 and 21-25S-32E
Lea County, New Mexico

Dear Margie Dupre:

Devon Energy Production Company, L.P. ("Devon"), as Operator, proposes the attached Communitization Agreement. The communitized area includes 320 acres each, in the Bone Spring formation of Section 16 & 21-25S-32E, Lea County, New Mexico.

I have enclosed (3) three originals and (1) copy to enable you to return one approved original to my attention. If additional information is required, or if you have any questions, please contact me at 405-552-3682.

Sincerely,

Ryan Folsom
Land Analysis Professional

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 14th day of March, 2019, 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:

Section 16: W/2 W/2

Section 21: W/2 W/2

Township 25 South, Range 32 East, Lea County, New Mexico

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

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 Devon Energy Production Company, L.P., 333 West Sheridan Avenue, Oklahoma City, Oklahoma 73102. 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 March 14, 2019, 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.

Devon Energy Production Company, L.P.
Operator

7/15/2019
Date

By: Catherine Lebsack
Catherine Lebsack, Vice President

SP

June 12, 2019

Date

**Pride Energy Company,
An Oklahoma General Partnership**X Matthew L. Pride

By: Pride Production Co., Inc.

Title: General Partner

By: Matthew L. Pride

Title: President

P.O. Box 701950

Phone # (918) 524-9200

Tulsa, OK 74170-1950

Fax # (918) 524-9292

E-mail: mattp@pride-energy.com

Paduca Partners, LLC_____
Date

By: _____

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)

) ss.

COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 15th day of July, 2019, by Catherine Lebsack, Vice President for Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(SEAL)


05/15/2023
My Commission Expires

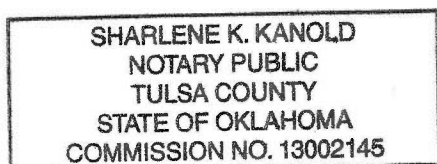
Brenda Plymale
Notary Public

STATE OF OKLAHOMA)

) ss.

COUNTY OF TULSA)

This instrument was acknowledged before me on this 12th day of June, 2019, by Matthew L. Pride as President of Pride Production Co., Inc., General Partner of Pride Energy Company, an Oklahoma General Partnership.

03/04/2021

My Commission Expires

Sharlene K. Kanold
Notary Public

Pride Energy Company

Date

By: _____
Matthew L. Pride, President

Paduca Partners, LLC

5/7/19
Date

By: John S. Lebeck

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this _____ day of _____, 2019, by Catherine Lebsack, Vice President for Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(SEAL)

My Commission Expires

Notary Public

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on this _____ day of _____, 2019, by Matthew L. Pride as President of Pride Production Co., Inc., General Partner of Pride Energy Company, an Oklahoma General Partnership.

(SEAL)

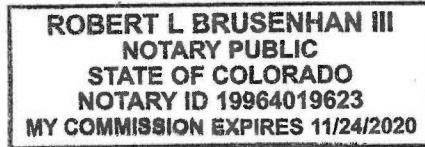
My Commission Expires

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE

This instrument was acknowledged before me on this 7th day of MAY,
2019, by JOHN G LEEDE as MANAGER Paduca Partners,
LLC.

(SEAL)



My Commission Expires



Notary Public

EXHIBIT "A"

Plat of communitized area covering **320.00** acres in W/2 W/2 of Section 16 and W/2 W/2 Section 21,
Township 25 South, Range 32 East, Lea County, New Mexico.

Communitized Well: Van Doo Dah 21-33 Fed Com 233H

Tract 1 ST NM V-6545 80 acres	16
Tract 2 ST NM E-9789 80 acres	
Tract 3 NMLC 061869 160 Acres	21

EXHIBIT "B"

To Communitization Agreement dated March 14, 2019 embracing the W/2 W/2 of Section 16 & W/2 W/2 of Section 21, Township 25 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

Operator of Communitized Area: Devon Energy Production Company, L.P.

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

Lease Serial No.:	ST NM V-6545
Lease Date:	February 1, 2002
Lease Term:	5 Years
Lessor:	State of New Mexico
Original Lessee:	Pride Energy Company
Present Lessee:	Pride Energy Company – 100.00%
Description of Land Committed:	<u>Township 25 South, Range 32 East, N.M.P.M.</u> Section 16: W/2 NW/4
Number of Acres:	80.00
Royalty Rate:	1/6 th
Name and Percent WI Owners:	Pride Energy Company - 100.00%
Name and Percent ORRI Owners:	None

Tract No. 2

Lease Serial No.:	ST NM E-9789
Lease Date:	February 21, 1956
Lease Term:	5 years

Lessor: State of New Mexico

Original Lessee: Monsanto Company

Present Lessee: Paduca Partners, LLC - 100.00%

Description of Land Committed: Township 25 South, Range 32 East, N.M.P.M.
Section 16: Insofar and only insofar as said lease covers
the W/2 SW/4

Number of Acres: 80.00

Royalty Rate: 1/8th

Name and Percent WI Owners: Devon Energy Production Company, L.P. - 100.00%

Name and Percent ORRI Owners: Of record

Tract No. 3

Lease Serial No.: NMLC-061869

Lease Date: January 1, 1951

Lease Term: 5 years

Lessor: United States of America

Original Lessee: J.A. Fairey

Present Lessee: Devon Energy Production Company, L.P. - 100.00%

Description of Land Committed: Township 25 South, Range 32 East, N.M.P.M.
Section 21: Insofar and only insofar as said lease covers
the W/2 W/2

Number of Acres: 160.00

Royalty Rate: 1/8th

Name and Percent WI Owners: Devon Energy Production Company, L.P. - 100.00%

Name and Percent ORRI Owners: Of record

RECAPITULATION

	NO. OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
Tract No. 1	80.00	25.00%
Tract No. 2	80.00	25.00%
<u>Tract No. 3</u>	<u>160.00</u>	<u>50.00%</u>
	320.00	100.00%



Devon Energy Corporation
333 West Sheridan Ave.
Oklahoma City, OK 73102-8260

405 552 3682 Phone
www.devonenergy.com

August 13, 2019

New Mexico State Land Office
310 Old Santa Fe Trail
Santa Fe, New Mexico 87501

Re: Communitization Agreement
Marwari 21-16 State Fed Com wells
Section 16-25S-32E
Section 21-25S-32E
Lea County, New Mexico

Gentlemen:

Please find enclosed three (3) original and (1) copy of the Communitization Agreement covering lands in Lea County, New Mexico for approval by the New Mexico State Land Office at your earliest convenience. Also Attached is our check in the amount of \$600.00 for the filing fees. Please return the approved documents to the undersigned at your earliest convenience.

Your assistance in this matter is greatly appreciated. If any additional information is needed, please contact me at (405) 552-3682.

Sincerely,

DEVON ENERGY PRODUCTION COMPANY, L.P.

Ryan Folsom
Land Analysis Professional

Enclosures

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE
Revised Feb. 2013

ONLINE Version
COMMUNITIZATION AGREEMENT

Contract No. _____

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof 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 portions 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 Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such 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 land 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 the 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:

Subdivisions W/2 E/2,

Sect 16 & 21, T 25S, R 32E, NMPM Lea County NM

containing 320 acres, more or less, and this agreement shall include only the

Bone Spring Formation

underlying said lands and the oil, natural gas and associated hydrocarbons (hereinafter

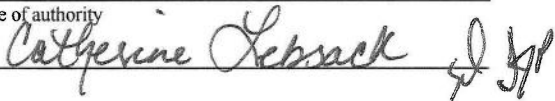
referred to as "communitized substances") producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes, is 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. All matters of operation 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 three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, 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 and the State of New Mexico, 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 therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
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 is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is March 14 2019 Month 14 Day, 2019 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-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; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, 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 the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
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 interest 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 lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
13. The 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 of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. 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 written and have set opposite their respective names the date of execution.

Operator	Devon Energy Production Company, L.P.	Lessees of Record	Devon Energy Production Company, L.P.
By	Catherine Lebsack		Paduca Partners, LLC
	Print name of person		Pride Energy Company
	Vice President		
	Type of authority		
			

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
13. The 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 of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. 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 written and have set opposite their respective names the date of execution.

Operator Devon Energy Production Company, L.P.

Lessees of Record Devon Energy Production Company, L.P.

By Catherine Lebsack

Print name of person

Vice President

Type of authority

[Signature]

Paduca Partners, LLC

Pride Energy Company

PRIDE ENERGY COMPANY, AN OKLAHOMA GENERAL PARTNERSHIP

x *Matthew L. Pride*

By: Pride Production Co., Inc.

Title: General Partner

By: Matthew L. Pride

Title: President

P.O. Box 701950

Phone # (918) 524-9200

Tulsa, OK 74170-1950

Fax # (918) 524-9292

E-mail: mattp@pride-energy.com

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

Acknowledgment in an Individual Capacity

State of _____)

County of _____) ^{SS)}This instrument was acknowledged before me on _____
DATEBy _____
Name(s) of Person(s)

(Seal)

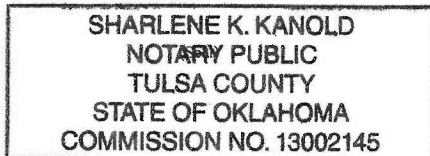
Signature of Notarial Officer

My commission expires: _____

Acknowledgment in a Representative CapacityState of Oklahoma _____)County of Tulsa _____) ^{SS)}This instrument was acknowledged before me on June 12, 2019
DATEBy Matthew L. Pride
Name(s) of Person(s)as President of Pride Production Co., Inc., which is a General Partner of Pride Energy Company, an Oklahoma General Partnership

Type of authority, e.g., officer, trustee, etc

Name of party on behalf of whom instrument was executed



Signature of Notarial Officer

My commission expires: 03/04/2021

Pride Energy Company

Date

By: _____
Matthew L. Pride, President

Paduca Partners, LLC

5/7/19
Date

By: John S. Leede

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 15th day of July, 2019, by Catherine Lebsack, Vice President for Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(SEAL)



5/15/2023
My Commission Expires

Trenda Plymale
Notary Public

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on this _____ day of _____, 2019, by Matthew L. Pride as President of Pride Production Co., Inc., General Partner of Pride Energy Company, an Oklahoma General Partnership.

(SEAL)

My Commission Expires

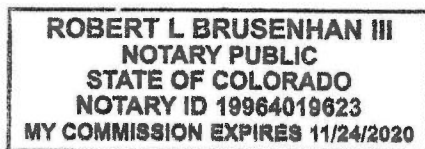
Notary Public

STATE OF COLORADO)
) ss.

COUNTY OF ARAPAHOE

This instrument was acknowledged before me on this 7th day of MAY,
2019, by JOHN G LEEDE as MANAGER Paduca Partners,
LLC.

(SEAL)



My Commission Expires

Robert L Brusenhan III
Notary Public

EXHIBIT A

To Communitization Agreement dated March 14, 2019

Plat of communitized area covering the:

Subdivisions W/2, E/2

of Sect. 16 & 21, T 25S, R 32E, NMPM, Lea County, NM.

EXHIBIT "B"

To Communitization Agreement dated March 14, 2019 embracing the W/2 E/2 of Section 16 & W/2 W/2 of Section 21, Township 25 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

Operator of Communitized Area: Devon Energy Production Company, L.P.

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

Lease Serial No.:	ST NM V-6545
Lease Date:	February 1, 2002
Lease Term:	5 Years
Lessor:	State of New Mexico
Original Lessee:	Pride Energy Company
Present Lessee:	Pride Energy Company – 100.00%
Description of Land Committed:	<u>Township 25 South, Range 32 East, N.M.P.M.</u> Section 16: W/2 NE/4
Number of Acres:	80.00
Royalty Rate:	1/6 th
Name and Percent WI Owners:	Pride Energy Company - 100.00%
Name and Percent ORRI Owners:	None

Tract No. 2

Lease Serial No.:	ST NM E-9789
Lease Date:	February 21, 1956
Lease Term:	5 years
Lessor:	State of New Mexico

Original Lessee: Monsanto Company

Present Lessee: Paduca Partners, LLC - 100.00%

Description of Land Committed: Township 25 South, Range 32 East, N.M.P.M.
Section 16: Insofar and only insofar as said lease covers
the W/2 SE/4

Number of Acres: 80.00

Royalty Rate: 1/8th

Name and Percent WI Owners: Devon Energy Production Company, L.P. - 100.00%

Name and Percent ORRI Owners: Of record

Tract No. 3

Lease Serial No.: NMLC-061869

Lease Date: January 1, 1951

Lease Term: 5 years

Lessor: United States of America

Original Lessee: J.A. Fairey

Present Lessee: Devon Energy Production Company, L.P. - 100.00%

Description of Land Committed: Township 25 South, Range 32 East, N.M.P.M.
Section 21: Insofar and only insofar as said lease covers
the W/2 E/2

Number of Acres: 160.00

Royalty Rate: 1/8th

Name and Percent WI Owners: Devon Energy Production Company, L.P. - 100.00%

Name and Percent ORRI Owners: Of record

RECAPITULATION

	NO. OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
Tract No. 1	80.00	25.00%
Tract No. 2	80.00	25.00%
<u>Tract No. 3</u>	<u>160.00</u>	<u>50.00%</u>
	320.00	100.00%



Devon Energy Corporation
333 West Sheridan Ave.
Oklahoma City, OK 73102-8260

405 552 3682 Phone
www.devonenergy.com

August 13, 2019

New Mexico State Land Office
310 Old Santa Fe Trail
Santa Fe, New Mexico 87501

Re: Communitization Agreement
Marwari 21-16 State Fed Com wells
Section 16-25S-32E
Section 21-25S-32E
Lea County, New Mexico

Gentlemen:

Please find enclosed three (3) original and (1) copy of the Communitization Agreement covering lands in Lea County, New Mexico for approval by the New Mexico State Land Office at your earliest convenience. Also Attached is our check in the amount of \$600.00 for the filing fees. Please return the approved documents to the undersigned at your earliest convenience.

Your assistance in this matter is greatly appreciated. If any additional information is needed, please contact me at (405) 552-3682.

Sincerely,

DEVON ENERGY PRODUCTION COMPANY, L.P.

Ryan Folsom
Land Analysis Professional

Enclosures

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE
Revised Feb. 2013

ONLINE Version
COMMUNITIZATION AGREEMENT

Contract No. _____

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof 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 portions 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 Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such 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 land 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 the 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:


Subdivisions W/2 W/2,
Sect 16 & 21, T 25S, R 32E, NMPM Lea County NM
containing 320 acres, more or less, and this agreement shall include only the
Bone Spring Formation
underlying said lands and the oil, natural gas and associated hydrocarbons (hereinafter referred to as "communitized substances") producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes, is 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. All matters of operation 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 three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, 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 and the State of New Mexico, 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 therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
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 is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is March 14 2019 Month 14 Day, 2019 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-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; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, 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 the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
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 interest 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 lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
13. The 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 of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. 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 written and have set opposite their respective names the date of execution.


Operator	Devon Energy Production Company, L.P.	Lessees of Record	Devon Energy Production Company, L.P.
By	Catherine Lebsack		Paduca Partners, LLC
	Print name of person		Pride Energy Company
	Vice President		
	Type of authority		
			

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

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

Operator	Devon Energy Production Company, L.P.	Lessees of Record	Devon Energy Production Company, L.P.
By	Catherine Lebsack		Paduca Partners, LLC
			Pride Energy Company
	Print name of person		
	Vice President		
	Type of authority		

PRIDE ENERGY COMPANY, AN OKLAHOMA GENERAL PARTNERSHIP

x 

By: Pride Production Co., Inc.

Title: General Partner

By: Matthew L. Pride

Title: President

P.O. Box 701950

Phone # (918) 524-9200

Tulsa, OK 74170-1950

Fax # (918) 524-9292

E-mail: mattp@pride-energy.com

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

Acknowledgment in an Individual Capacity

State of _____)

County of _____) ss)

This instrument was acknowledged before me on _____

DATE

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in a Representative Capacity

State of Oklahoma _____)County of Tulsa _____) ss)This instrument was acknowledged before me on June 12, 2019

DATE

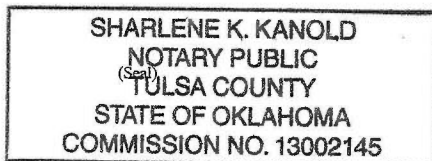
By Matthew L. Pride _____

Name(s) of Person(s)

as President of Pride Production Co., Inc., which is a General Partner of Pride Energy Company, an Oklahoma General Partnership

Type of authority, e.g., officer, trustee, etc

Name of party on behalf of whom instrument was executed



Signature of Notarial Officer

My commission expires: 03/04/2021

Pride Energy Company

Date

By: _____
Matthew L. Pride, President

Paduca Partners, LLC

5/7/19
Date

By: John S. Leake

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 15th day of July, 2019, by Catherine Lebsack, Vice President for Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(SEAL)



5/15/2023
My Commission Expires

Brenda Plymale
Notary Public

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on this _____ day of _____, 2019, by Matthew L. Pride as President of Pride Production Co., Inc., General Partner of Pride Energy Company, an Oklahoma General Partnership.

(SEAL)

My Commission Expires

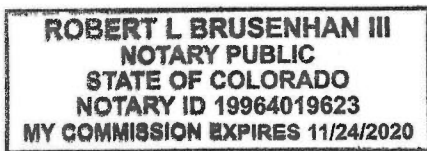
Notary Public

STATE OF COLORADO)
) ss.

COUNTY OF ARAPAHOE

This instrument was acknowledged before me on this 7th day of MAY,
2019, by JOHN G. LEEDE as MANAGER Paduca Partners,
LLC.

(SEAL)



My Commission Expires

A handwritten signature in cursive script, appearing to read "R. Brusenhan III".

Notary Public

EXHIBIT A

To Communitization Agreement dated March 14, 2019

Plat of communitized area covering the:

Subdivisions W/2, W/2 E/2

of Sect. 16 & 21, T 25S, R 32E, NMPM, Lea County, NM.

EXHIBIT "B"

To Communitization Agreement dated March 14, 2019 embracing the W/2 W/2 of Section 16 & W/2 W/2 of Section 21, Township 25 South, Range 32 East, N.M.P.M., Lea County, New Mexico.

Operator of Communitized Area: Devon Energy Production Company, L.P.

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

Lease Serial No.:	ST NM V-6545
Lease Date:	February 1, 2002
Lease Term:	5 Years
Lessor:	State of New Mexico
Original Lessee:	Pride Energy Company
Present Lessee:	Pride Energy Company – 100.00%
Description of Land Committed:	<u>Township 25 South, Range 32 East, N.M.P.M.</u> Section 16: W/2 NE/4
Number of Acres:	80.00
Royalty Rate:	1/6 th
Name and Percent WI Owners:	Pride Energy Company - 100.00%
Name and Percent ORRI Owners:	None

Tract No. 2

Lease Serial No.:	ST NM E-9789
Lease Date:	February 21, 1956
Lease Term:	5 years
Lessor:	State of New Mexico

Original Lessee: Monsanto Company

Present Lessee: Paduca Partners, LLC - 100.00%

Description of Land Committed: Township 25 South, Range 32 East, N.M.P.M.
Section 16: Insofar and only insofar as said lease covers
the W/2 SE/4

Number of Acres: 80.00

Royalty Rate: 1/8th

Name and Percent WI Owners: Devon Energy Production Company, L.P. - 100.00%

Name and Percent ORRI Owners: Of record

Tract No. 3

Lease Serial No.: NMLC-061869

Lease Date: January 1, 1951

Lease Term: 5 years

Lessor: United States of America

Original Lessee: J.A. Fairey

Present Lessee: Devon Energy Production Company, L.P. - 100.00%

Description of Land Committed: Township 25 South, Range 32 East, N.M.P.M.
Section 21: Insofar and only insofar as said lease covers
the W/2 E/2

Number of Acres: 160.00

Royalty Rate: 1/8th

Name and Percent WI Owners: Devon Energy Production Company, L.P. - 100.00%

Name and Percent ORRI Owners: Of record

RECAPITULATION

	NO. OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
Tract No. 1	80.00	25.00%
Tract No. 2	80.00	25.00%
<u>Tract No. 3</u>	<u>160.00</u>	<u>50.00%</u>
	320.00	100.00%

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE
Revised Feb. 2013

ONLINE Version
COMMUNITIZATION AGREEMENT

Contract No. _____

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof 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 portions 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 Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such 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 land 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 the 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:

Subdivisions E/2 E/2
Sect 16 & 21, T 25S, R 32E, NMPM Lea County NM
containing 320 acres, more or less, and this agreement shall include only the
Bone Spring Formation
underlying said lands and the oil, natural gas and associated hydrocarbons (hereinafter
referred to as "communitized substances") producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes, is 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. All matters of operation 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 three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, 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 and the State of New Mexico, 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 therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
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 is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is December 14 2019 Month Day, Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced or can be produced from the communitized area in paying quantities; provided, that the two-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; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, 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 the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
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 interest 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 lands shall be subject to approval by the Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
13. The 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 of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. 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 written and have set opposite their respective names the date of execution.

Operator <u>Devon Energy Production Company, L.P.</u> By <u>Catherine Lebsack</u> <small>Print name of person</small> <small>Vice President</small> <small>Type of authority</small>	Lessees of Record <u>Devon Energy Production Company, L.P.</u> <u>Paduca Partners, LLC</u> <u>ConocoPhillips Company</u>
--	--

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

OPERATOR:

Devon Energy Production Company, L.P.

BY: Catherine Lebsack *CL*
Catherine Lebsack, Vice President

LESSEE OF RECORD:

Paduca Partners, LLC

BY: Michael H. Leede *ML*
MICHAEL H. LEEDE, MANAGER
ConocoPhillips Company

BY: _____

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on February 19, 2019, by Catherine Lebsack, as Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

(Seal)



Lisa Othon

Signature of Notarial Officer

My Commission Expires: 10/21/23

OPERATOR:

Devon Energy Production Company, L.P.

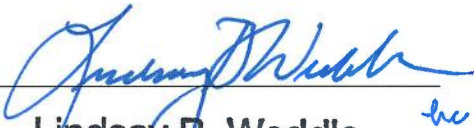
BY: _____
Catherine Lebsack, Vice President

LESSEE OF RECORD:

Paduca Partners, LLC

BY: _____

ConocoPhillips Company

BY:  _____
Lindsay B. Weddle *he HAS*
Attorney-in-fact

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on _____, 2019, by Catherine Lebsack, as Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

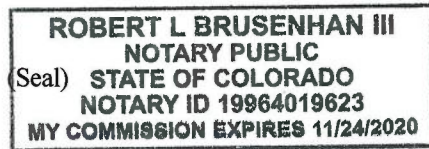
(Seal)

Signature of Notarial Officer

My Commission Expires: _____

STATE OF COLORADO)
) SS
 COUNTY OF ARAPAHOE)

This instrument was acknowledged before me on December 16, 2019, by MICHAEL H. LEEDE, as MANAGER of Paduca Partners, LLC.



[Signature]
 Signature of Notarial Officer
 My Commission Expires: _____

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____, 2019, by _____, as attorney-in-fact of ConocoPhillips Company, a Delaware corporation, on behalf of said corporation.

(SEAL)

 My Commission Expires

 Notary Public

STATE OF COLORADO)
) SS
 COUNTY OF _____)

This instrument was acknowledged before me on _____, 2019, by _____
 _____, as _____ of
 Paduca Partners, LLC.

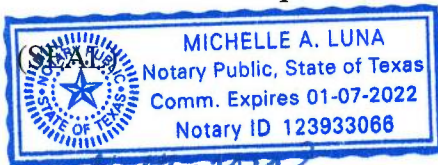
(Seal)

 Signature of Notarial Officer

My Commission Expires: _____

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on this 3rd day of February, 2020,
 by Lindsay B. Wedder as Attorney-in-fact of ConocoPhillips Company, a Delaware corporation,
 on behalf of said corporation.



01-07-2022
 My Commission Expires

Michelle A. Luna
 Notary Public

EXHIBIT "A"

Plat of communitized area covering **320.00** acres in E/2 E/2 of Section 16 and E/2 E/2 Section 21,
Township 25 South, Range 32 East, Lea County, New Mexico.

Well Name/No.: Marwari 28-16 State Fed Com 238H

	Tract 1 E-5009 80 acres
	Tract 2 E-9789 80 acres
	Tract 3 NMLC 061869 160 acres

EXHIBIT "B"

To Communitization Agreement Dated December 14, 2019 embracing the following described land in E/2 E/2 of Section 16 and E/2 E/2 Section 21, Township 25 South, Range 32 East, Lea County, New Mexico.

Operator of Communitized Area: Devon Energy Production Company, L.P.

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

Lease Serial Number: ST NM E-5009

Description of Land Committed: Township 25 South, Range 32 East, Lea County,
Section 16: E/2 NE/4

Number of Acres: 80.00

Record Title Owner – Lessee: ConocoPhillips Company – 100.00%

Name of Working Interest Owners: Devon Energy Production Company, L.P. – 100.00%

Overriding Royalty Interest Owners: Of record

Tract No. 2

Lease Serial Number: ST NM E-9789

Description of Land Committed: Township 25 South, Range 32 East, Lea County,
Section 16: E/2 SE/4

Number of Acres: 80.00

Record Title Owner – Lessee: Paduca Partners LLC – 100.00%

Name of Working Interest Owners: Devon Energy Production Company, L.P. – 100.00%

Overriding Royalty Interest Owners: Of record

Tract No. 3

Lease Serial Number: USA NMLC 061869

Description of Land Committed: Township 25 South, Range 32 East, Lea County,
Section 21: E/2 E/2

Number of Acres: 160.00

Record Title Owner – Lessee: Devon Energy Production Company. L.P – 100.00%

Name of Working Interest Owners: Devon Energy Production Company, L.P. – 100.00%

Overriding Royalty Interest Owners: Of record

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	25.0000%
2	80.00	25.0000%
3	<u>160.00</u>	<u>50.0000%</u>
Total	320.00	100.0000%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 14th day of December, 2019, 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:

Section 16: E/2 E/2

Section 21: E/2 E/2

Township 25 South, Range 32 East, Lea County, New Mexico

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

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 Devon Energy Production Company, L.P., 333 West Sheridan Avenue, Oklahoma City, Oklahoma 73102. 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 14, 2019, 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

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.

By: Michael H. Leede
MICHAEL H. LEEDS, MANAGER


ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

ConocoPhillips Company
Date 2/3/2020
By: [Signature]
Title: Lindsay B. Weddle
Attorney-in-fact ^{HAS} _{the}

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Harris) ss.

On this 3rd day of February 2020, before me, a Notary Public for the State of Texas, personally appeared Lindsay B. Weddle, known to me to be the Attorney-in-fact of ConocoPhillips Company, a Delaware Corporation, on behalf of the same.

(SEAL) 
01-07-2022

My Commission Expires

[Signature]
Notary Public

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
 COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 19 day of FEBRUARY, 2019,
 by Catherine Lebsack, Vice President for Devon Energy Production Company, L.P., an
 Oklahoma limited partnership, on behalf of said limited partnership.

(SEAL)

10/21/23
 My Commission Expires



Lisa Othon
 Notary Public

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____, 2019,
 by _____, as attorney-in-fact of ConocoPhillips Company, a Delaware corporation,
 on behalf of said corporation.

(SEAL)

 My Commission Expires

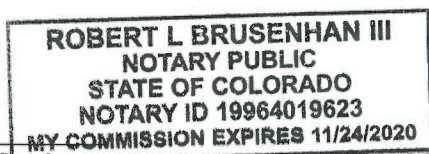
 Notary Public

STATE OF COLORADO)
) ss.
 COUNTY OF ARAPAHOE

This instrument was acknowledged before me on this 16th day of DECEMBER, 2019,
 by MICHAEL H. LEEDE as MANAGER Paduca Partners, LLC.

(SEAL)

 My Commission Expires



Robert L. Brusenhan III
 Notary Public

EXHIBIT "A"

Plat of communitized area covering **320.00** acres in E/2 E/2 of Section 16 and E/2 E/2 Section 21,
Township 25 South, Range 32 East, Lea County, New Mexico.

Well Name/No.: Marwari 28-16 State Fed Com 238H

	Tract 1 E-5009 80 acres
	Tract 2 E-9789 80 acres
	Tract 3 NMLC 061869 160 acres

EXHIBIT "B"

To Communitization Agreement Dated December 14, 2019 embracing the following described land in E/2 E/2 of Section 16 and E/2 E/2 Section 21, Township 25 South, Range 32 East, Lea County, New Mexico.

Operator of Communitized Area: Devon Energy Production Company, L.P.

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

Lease Serial Number: ST NM E-5009

Description of Land Committed: Township 25 South, Range 32 East, Lea County,
Section 16: E/2 NE/4

Number of Acres: 80.00

Record Title Owner – Lessee: ConocoPhillips Company – 100.00%

Name of Working Interest Owners: Devon Energy Production Company, L.P. – 100.00%

Overriding Royalty Interest Owners: Of record

Tract No. 2

Lease Serial Number: ST NM E-9789

Description of Land Committed: Township 25 South, Range 32 East, Lea County,
Section 16: E/2 SE/4

Number of Acres: 80.00

Record Title Owner – Lessee: Paduca Partners LLC – 100.00%

Name of Working Interest Owners: Devon Energy Production Company, L.P. – 100.00%

Overriding Royalty Interest Owners: Of record

Tract No. 3

Lease Serial Number: USA NMLC 061869

Description of Land Committed: Township 25 South, Range 32 East, Lea County,
Section 21: E/2 E/2

Number of Acres: 160.00

Record Title Owner – Lessee: Devon Energy Production Company. L.P – 100.00%

Name of Working Interest Owners: Devon Energy Production Company, L.P. – 100.00%

Overriding Royalty Interest Owners: Of record

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	25.0000%
2	80.00	25.0000%
3	<u>160.00</u>	<u>50.0000%</u>
Total	320.00	100.0000%

From: [Engineer, OCD, EMNRD](#)
To: [Harms, Jenny](#)
Cc: [McClure, Dean, EMNRD](#); [Simmons, Kurt, EMNRD](#); [Bratcher, Mike, EMNRD](#); [Kautz, Paul, EMNRD](#); [Hawkins, James, EMNRD](#); [Powell, Brandon, EMNRD](#); [lisa@rwbyram.com](#); [Glover, James](#); [Paradis, Kyle O](#); [Walls, Christopher](#); [Holm, Anchor E.](#); [Dawson, Scott](#)
Subject: Approved Administrative Order PLC-747
Date: Tuesday, June 8, 2021 12:55:01 PM
Attachments: [PLC747 Order.pdf](#)

NMOCD has issued Administrative Order PLC-747 which authorizes Devon Energy Production Company, LP (6137) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool Code
30-025-46603	Marwari 21 16 State Federal Com #234Y	E/2 W/2 E/2 W/2	16-25S-32E 21-25S-32E	96715
30-025-45206	Marwari 28 16 State Federal Com #238H	E/2 E/2 E/2 E/2	16-25S-32E 21-25S-32E	96715
30-025-46643	Van Doo Dah 21 33 Federal Com #233Y	W/2 W/2 W/2 W/2	16-25S-32E 21-25S-32E	97903
30-025-45237	Van Doo Dah 28 33 Federal Com #237H	W/2 E/2 W/2 E/2	16-25S-32E 21-25S-32E	96715

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.

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

Notice

Initial Notice Date: 2/1/2021

Date	Person	Certified Tracking Number	Status
3/2/2021	EUGENE H PERRY &	9414 8149 0152 7181 9120 21	Delivered
2/12/2021	ONRR	9414 8149 0152 7181 9120 38	Delivered
2/16/2021	FIDELITY EXPLORATION & PROD CO	9414 8149 0152 7181 9120 45	Delivered
2/12/2021	JENNINGS-LEE TRUST	9414 8149 0152 7181 9120 52	Delivered
2/23/2021	DRAGOON CREEK MINERALS LLC	9414 8149 0152 7181 9120 69	Delivered
2/12/2021	OCEAN ENERGY INC	9414 8149 0152 7181 9120 76	Delivered
2/23/2021	SUSAN JENNINGS CROFT	9414 8149 0152 7181 9120 83	Delivered
2/12/2021	WESTWAY PETRO A TX JT VENTURE	9414 8149 0152 7181 9120 90	Delivered
2/12/2021	PRIDE ENERGY COMPANY	9414 8149 0152 7181 9121 06	Delivered
2/12/2021	PEGASUS RESOURCES NM LLC	9414 8149 0152 7181 9121 13	Delivered
2/16/2021	STATE OF NEW MEXICO	9414 8149 0152 7181 9121 20	Delivered
2/11/2021	MORRIS E SCHERTZ	9414 8149 0152 7181 9121 37	Delivered
2/20/2021	ALLEN FAMILY REV TR	9414 8149 0152 7181 9121 44	Delivered
2/16/2021	CAMP COLORADO INVESTMENTS LP	9414 8149 0152 7181 9121 51	Delivered
2/13/2021	BALLARD E SPENCER TRUST INC	9414 8149 0152 7181 9121 68	Delivered
	BLM	Online	Delivered

3/1/2021	EUGENE H PERRY &	947923357841	Delivered
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**STATE OF NEW MEXICO
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION**

**APPLICATION FOR SURFACE COMMINGLING
SUBMITTED BY DEVON ENERGY PRODUCTION
COMPANY, LP**

ORDER NO. PLC-747

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. Devon Energy Production Company, LP ("Applicant") submitted a complete application to surface commingle and off-lease measure the oil and gas production ("Application") from the pools, leases, and wells identified in Exhibit A.
2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
3. To the extent that ownership is identical, Applicant submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7(B) NMAC.
4. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
5. Applicant provided notice of the Application to the Bureau of Land Management ("BLM") or New Mexico State Land Office ("NMSLO"), as applicable.
6. Applicant certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
7. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease identified in Exhibit A.
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 leases 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, and 19.15.12 NMAC.
10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10(A)(2), (C)(4)(c), and (C)(4)(e) NMAC, as applicable.
11. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10(B)(1) or (C)(1) NMAC, as applicable.
12. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10(B)(3) and (C)(4)(h) NMAC.
13. 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 and off-lease measure oil and gas production from the pools, leases, and wells identified in Exhibit A.

Applicant is authorized to surface commingle and off-lease measure, as applicable, oil and gas production from wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A.

2. For each Pooled Area described in Exhibit B, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil and gas production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.
3. No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit 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 commingle application to OCD to conform this Order with the approved Agreement(s). If OCD denies the new surface commingle application, this Order shall terminate on the date of such action.
4. Applicant shall allocate the oil and gas production to each lease within a Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the Pooled Area described in Exhibit B.
5. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A shall be determined in the same manner as to

wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.

6. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling.
7. Applicant shall measure the commingled oil at a central tank battery described in Exhibit A in accordance with 19.15.18.15 NMAC or 19.15.23.8 NMAC.
8. Applicant shall measure the commingled gas at a central delivery point or central tank battery described in Exhibit A in accordance with 19.15.19.9 NMAC, provided however that if the gas is flared, and regardless of whether OCD has granted an exception pursuant to 19.15.18.12(B) NMAC, Applicant shall report the gas in accordance with 19.15.18.12(F) NMAC.
9. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10(C)(2) NMAC.
10. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
11. If a well is not included in Exhibit A but produces from a pool or 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 and proposed method to determine the allocation of oil and gas production to it.
12. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
13. OCD retains jurisdiction and reserves the right to modify or revoke this Order as it deems necessary to prevent waste or protect correlative rights, public health, or the environment.

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



ADRIENNE SANDOVAL
DIRECTOR
AS/dm

DATE: 6/07/2021

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **PLC-747**

Operator: **Devon Energy Production Company, LP (6137)**

Central Tank Battery: **Marwari 28 Central Tank Battery 1**

Central Tank Battery Location: **Unit D, Section 28, Township 25 South, Range 32 East**

Gas Custody Transfer Meter Location: **Unit D, Section 28, Township 25 South, Range 32 East**

Pools

Pool Name	Pool Code
WC-025 G-06 S253209L; BONE SPRING	96715
WC-025 G-08 S253235G; LWR BONE SPRIN	97903

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
VO 65450	NW/4, W/2 NE/4	16-25S-32E
EO 50092	E/2 NE/4	16-25S-32E
EO 978912	S/2	16-25S-32E
NMLC 061869	All	21-25S-32E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool Code
30-025-46603	Marwari 21 16 State Federal Com #234Y	E/2 W/2	16-25S-32E	96715
		E/2 W/2	21-25S-32E	
30-025-45206	Marwari 28 16 State Federal Com #238H	E/2 E/2	16-25S-32E	96715
		E/2 E/2	21-25S-32E	
30-025-46643	Van Doo Dah 21 33 Federal Com #233Y	W/2 W/2	16-25S-32E	97903
		W/2 W/2	21-25S-32E	
30-025-45237	Van Doo Dah 28 33 Federal Com #237H	W/2 E/2	16-25S-32E	96715
		W/2 E/2	21-25S-32E	

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit B

Order: **PLC-747**
Operator: **Devon Energy Production Company, LP (6137)**

Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA BS NMNM 140654	E/2 W/2 E/2 W/2	16-25S-32E 21-25S-32E	320	A
CA BS NMNM 141642	E/2 E/2 E/2 E/2	16-25S-32E 21-25S-32E	320	B
CA BS NMNM 140655	W/2 W/2 W/2 W/2	16-25S-32E 21-25S-32E	320	C
CA BS NMNM 140653	W/2 E/2 W/2 E/2	16-25S-32E 21-25S-32E	320	D

Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
VO 65450	E/2 NW/4	16-25S-32E	80	A
EO 978912	E/2 SW/4	16-25S-32E	80	A
NMLC 061869	E/2 W/2	21-25S-32E	160	A
EO 50092	E/2 NE/4	16-25S-32E	80	B
EO 978912	E/2 SE/4	16-25S-32E	80	B
NMLC 061869	E/2 E/2	21-25S-32E	160	B
VO 65450	W/2 NW/4	16-25S-32E	80	C
EO 978912	W/2 SW/4	16-25S-32E	80	C
NMLC 061869	W/2 W/2	21-25S-32E	160	C
VO 65450	W/2 NE/4	16-25S-32E	80	D
EO 978912	W/2 SE/4	16-25S-32E	80	D
NMLC 061869	W/2 E/2	21-25S-32E	160	D

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 20022

CONDITIONS

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 20022
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
dmccclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval.	6/8/2021