



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

February 2, 2021

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Interest Owners

Re: Central Tank Battery Aleutian 10 CTB 3  
Sec., T, R: SW/4 SE/4 & SE/4 SW/4, S10, T23S, R31E  
Lease: NMNM077046, NMNM081953, NMNM121955, NMNM0405444,  
NMNM040544A, NMNM0418220A  
Pool: 39350 LIVINGSTON RIDGE; BONE SPRING  
33840 JAMES RANCH; 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
Aleutian 10-3 Fed Com 211H	30-015-46964
Aleutian 10-3 Fed Com 212H	30-015-46965
Aleutian 10-3 Fed Com 213H	30-015-46966
MALDIVES 15-27 FED COM 233H	30-015-47060
MALDIVES 15-27 FED COM 234H	30-015-47061
MALDIVES 15-27 FED COM 235H	30-015-47084
MALDIVES 15-27 FED COM 236H	30-015-47062

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,

Jenny Harms  
Regulatory Compliance Professional  
Work Phone: (405)552-6560  
[Jennifer.harms@devn.com](mailto: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:
-----------	-----------	-------	---------

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:** 39350 LIVINGSTON RIDGE; BONE SPRING **Pool Code:** \_\_\_\_\_

33840 JAMES RANCH; 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

2-2-2021  
 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.  
NMNM077046

6. If Indian, Allottee or Tribe Name

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

8. Well Name and No.  
ALEUTIAN 10-3 FED COM 211H9. API Well No.  
30-015-4696410. Field and Pool or Exploratory Area  
BONESPRING11. County or Parish, State  
EDDY 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

jennifer.harms@devn.com

3a. Address

333 WEST SHERIDAN AVENUE  
OKLAHOMA CITY, OK 73102-5015

3b. Phone No. (include area code)

Ph: 405-552-6560

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

Sec 10 T23S R31E SWSW 525FSL 970FWL

## 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	Surface 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, L.P. is requesting approval for a Lease Commingle and Off-Lease Measurement for the following wells:  
Please see attachments.

Well Name API

Aleutian 10-3 Fed Com 211H 30-015-46964

Aleutian 10-3 Fed Com 212H 30-015-46965

Aleutian 10-3 Fed Com 213H 30-015-46966

MALDIVES 15-27 FED COM 233H 30-015-47060

MALDIVES 15-27 FED COM 234H 30-015-47061

MALDIVES 15-27 FED COM 235H 30-015-47084

MALDIVES 15-27 FED COM 236H 30-015-47062

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

Electronic Submission #521165 verified by the BLM Well Information System  
For DEVON ENERGY PRODUCTION COMPANY, sent to the Carlsbad

Name (Printed/Typed) JENNIFER HARMS

Title REGULATORY COMPLIANCE ANALYST

Signature (Electronic Submission)

Date 07/07/2020

**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 ALEUTIAN 10 CTB 3

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

Well Name	API	SHL	POOL	LEASES	LEASES	LEASES	LEASES	LEASES
Aleutian 10-3 Fed Com 211H	30-015-46964	M-10-23S-31E	39350 LIVINGSTON RIDGE; BONE SPRING	NMNM077046-12.5%	NMNM081953-12.5%			
Aleutian 10-3 Fed Com 212H	30-015-46965	M-10-23S-31E	39350 LIVINGSTON RIDGE; BONE SPRING	NMNM077046-12.5%	NMNM121955-12.5%	NMNM081953-12.5%		
Aleutian 10-3 Fed Com 213H	30-015-46966 30-015-47060	O-10-23S-31E	39350 LIVINGSTON RIDGE; BONE SPRING	NMNM077046-12.5%	NMNM121955-12.5%	NMNM081953-12.5%		
MALDIVES 15-27 FED COM 233H		O-10-23S-31E	33840 JAMES RANCH; BONE SPRING	NMNM077046-12.5%	NMNM121955-12.5%	NMNM040544A-12.5%	NMNM0405444A-12.5%	NMNM0418220A-12.5%
MALDIVES 15-27 FED COM 234H	30-015-47061	O-10-23S-31E	33840 JAMES RANCH; BONE SPRING	NMNM040544-12.5%	NMNM0405444A-12.5%	NMNM0418220A-12.5%		
MALDIVES 15-27 FED COM 235H	30-015-47084	P-10-23S-31E	33840 JAMES RANCH; BONE SPRING	NMNM040544-12.5%	NMNM0405444A-12.5%	NMNM0418220A-12.5%		
MALDIVES 15-27 FED COM 236H	30-015-47062	P-10-23S-31E	33840 JAMES RANCH; BONE SPRING	NMNM040544-12.5%	NMNM0405444A-12.5%	NMNM0418220A-12.5%		

### CA's:

- Aleutian 10-3 Fed Com 211H – Sec. 10: W2W2, Sec. 3: Lot 4, SWNW, W2SW (319.67 acre HSU)
- Aleutian 10-3 Fed Com 212H – Sec. 10: E2W2, Sec. 3: Lot 3, SENW, E2SW (319.59 acre HSU)
- Aleutian 10-3 Fed Com 213H – Sec. 10: W2E2, Sec. 3: Lot 2, SWNE, W2SE (319.53 acre HSU)
- Maldives 15-27 Fed Com 233H-236H are all in the same CA that covers the W2 of Sec. 15, 22 and 27 (960 acre HSU).

### Oil & Gas metering:

The central tank battery, Aleutian 10 CTB 3, is located in SW/4 SE/4 & SE/4 SW/4, S10, T23S, R31E 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
MALDIVES 15-27 FED COM 235H	DVN /*	DVN /*	DCP MIDSTREAM/*	ENLINK/*	DVN/*	DVN /*
MALDIVES 15-27 FED COM 236H	DVN /*	DVN /*	DCP MIDSTREAM/*	ENLINK/*	DVN/*	DVN /*
MALDIVES 15-27 FED COM 234H	DVN /*	DVN /*	DCP MIDSTREAM /*	ENLINK/*	DVN/*	DVN /*
ALEUTIAN 10-3 FED COM 211H	DVN /*	DVN /*	DCP MIDSTREAM/*	ENLINK/*	DVN/*	DVN /*
ALEUTIAN 10-3 FED COM 212H	DVN /*	DVN /*	DCP MIDSTREAM/*	ENLINK/*	DVN/*	DVN /*
ALEUTIAN 10-3 FED COM 213H	DVN /*	DVN /*	DCP MIDSTREAM/*	ENLINK/*	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.

Gas from Belloq 11 CTB 1 will be taken upstream of the commingled sales meter for gas lift on Aleutian 10 Wellpad 1. Each well on the wellpad will have a gas lift injection meter maintained as Federal Measurement Point/Sales/Royalty Payment point. This FMP point will be used for allocation considering the commingled sales gas Federal Measurement Point/Sales/Royalty Payment point at the Belloq 11 CTB 1 and Aleutian 10 CTB 3.

**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).

Date: 01/17/2020

Page 7 of 87  
Received by OCD: 5/22/2021 3:16:48 PM  
A

V-101 thru V-106  
3PH SEPARATOR

F-201 & 202  
HEATER TREATER

C-310 thru C-313  
GAS LIFT COMPRESSOR(S)

V-131  
SALES GAS SEP

V-141  
ULTRA LOW PRESURE SEP.

C-301 & C-302  
VAPOR RECOVERY UNIT

TK-401  
GUN BARREL

TK-413  
SKIM TANK

TK-403 thru 405  
WATER TANK

TK-451 thru 453  
OIL TANK







P-501 thru P-503  
WATER TRANSFER PUMP

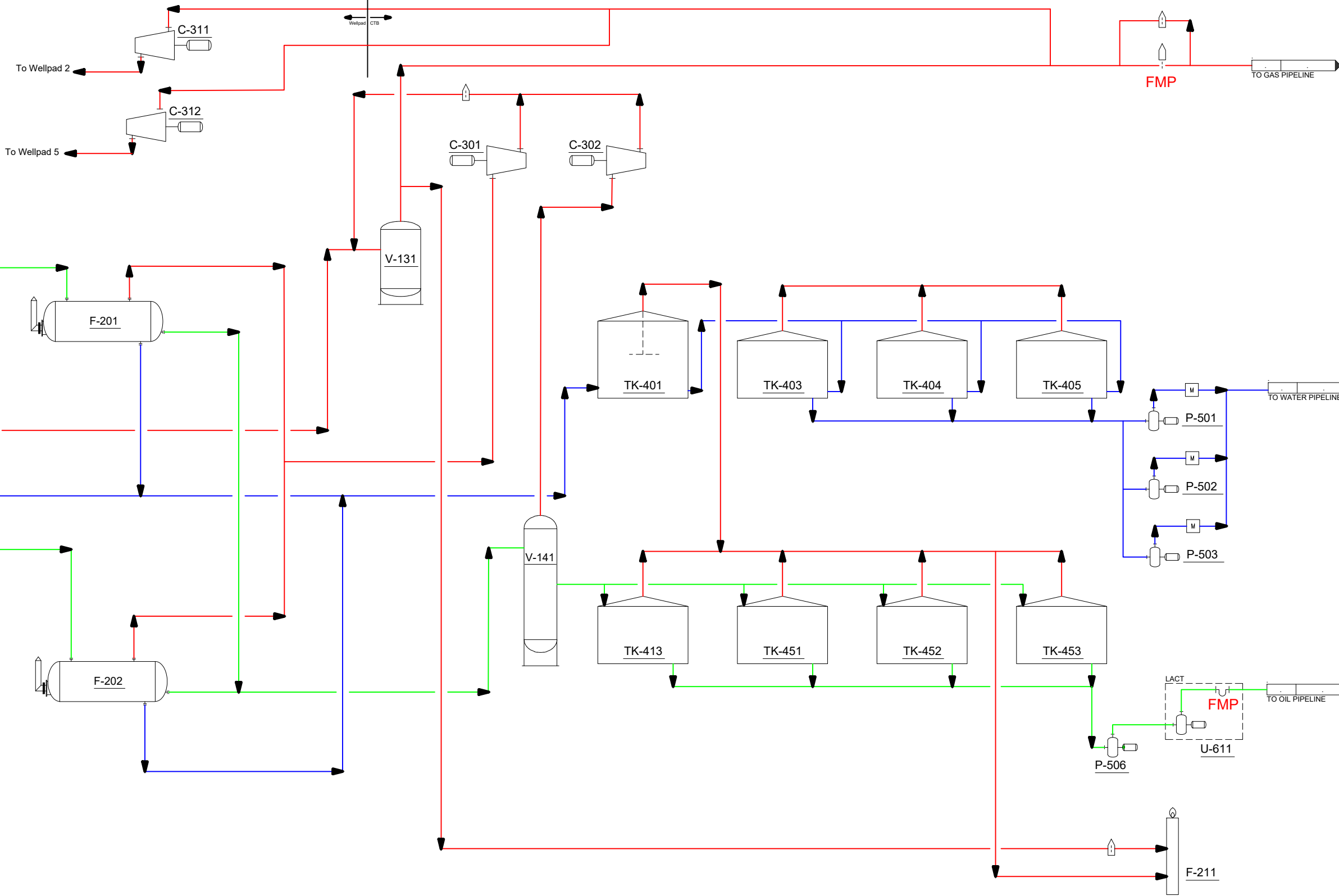
P-506  
LACT CHARGE PUMP

U-611  
LACT

F-211  
FLARE

Aleutian 10 Wellpad 1  
Maldives 15-27  
Fed Com 235H  
Maldives 15-27  
Fed Com 236H  
Aleutian 10 Wellpad 2  
Aleutian 10-3  
Fed Com 212H  
Aleutian 10-3  
Fed Com 211H  
Aleutian 10 Wellpad 5  
Maldives 15-27  
Fed Com 234H  
Aleutian 10-3  
Fed Com 213H

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			PROJECT No.:		000
CONSTRUCTION			DRAWING No.:		110-01
AS-BUILT					

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

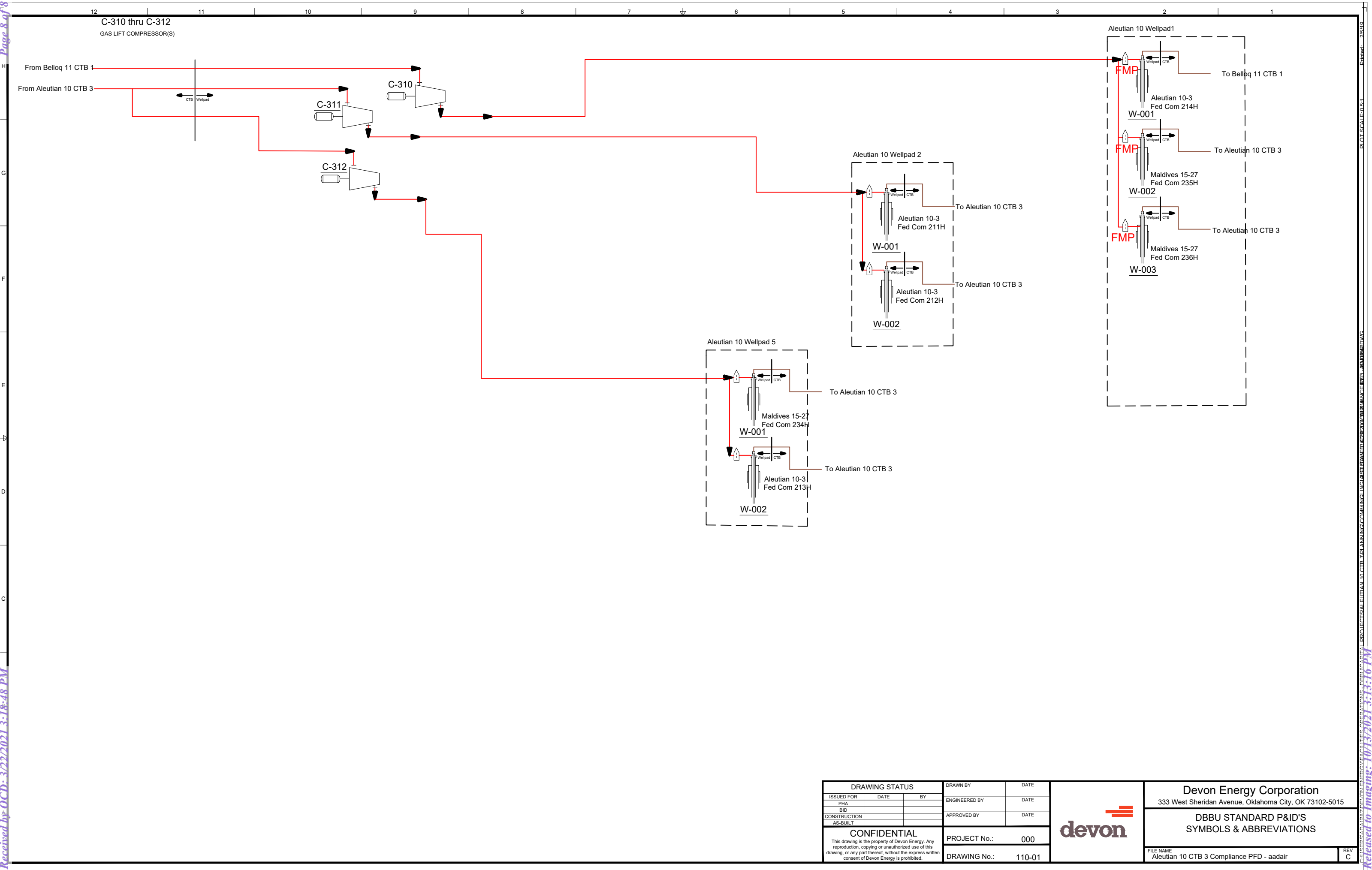
DBBU STANDARD P&ID'S  
SYMBOLS & ABBREVIATIONS

FILE NAME  
Aleutian 10 CTB 3 Compliance PFD - aadair

REV  
C

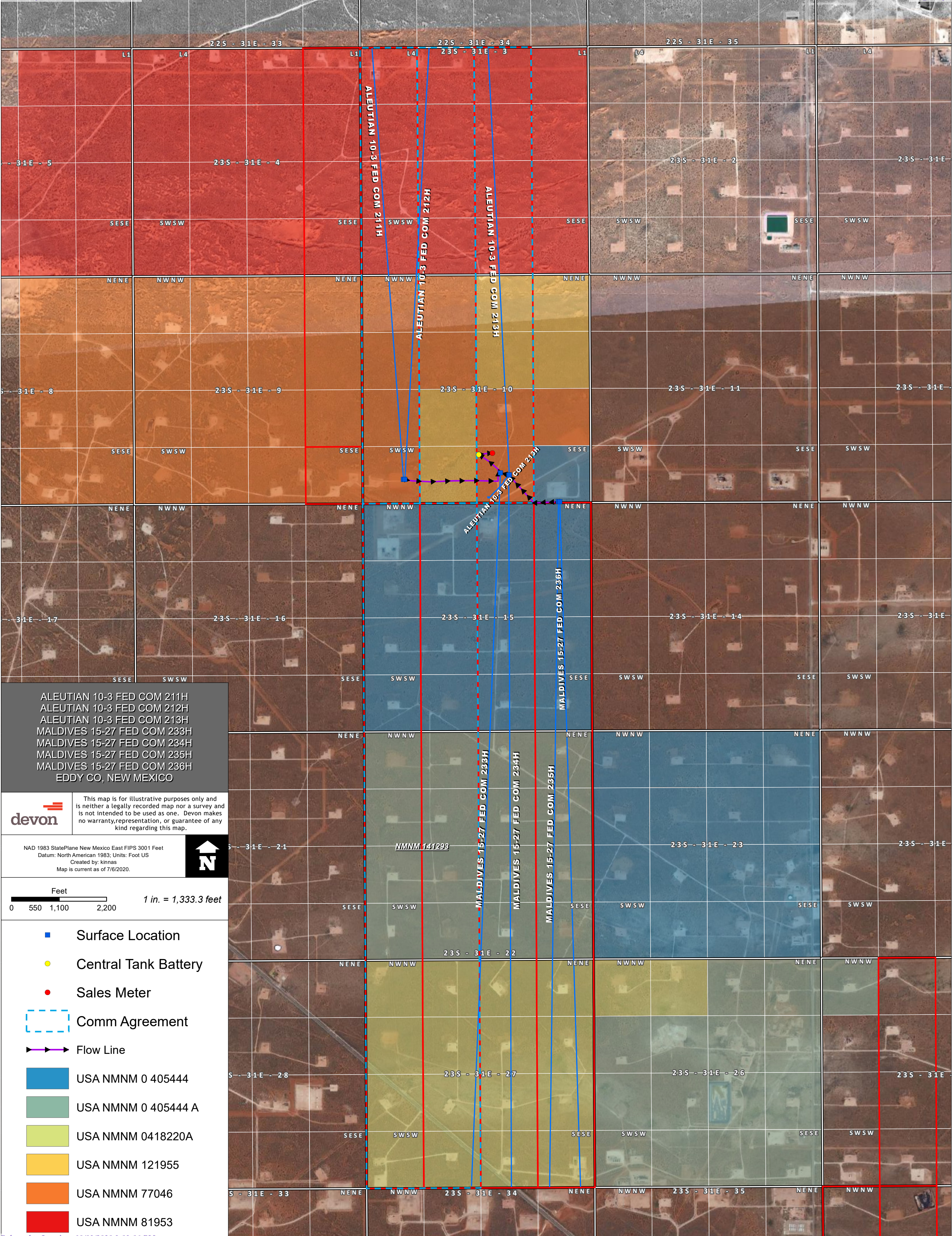
Printed: 2/6/19  
PLOT SCALE: 0.51  
C:\USERS\AADAIR\2\DEVON ENERGY\FAILITIES OPERATIONS - DBBU\CAPITAL PROJECTS\ALEUTIAN 10 CTB 3\PLANNING\COMING LINES\ALEUTIAN 10 CTB 3\COMPLIANCE PFD - AADAIR.DWG  
Returned to Imaging: 10/13/2021 3:13:16 PM

Page 8 of 87  
Received by OCD- 3/22/2021 3:18:48 PM  
Released to Imaging- 10/15/2021 3:15:16 PM



DRAWING STATUS			DRAWN BY		DATE
ISSUED FOR	DATE	BY	ENGINEERED BY		DATE
PHA			APPROVED BY		DATE
BID			PROJECT No.:		000
CONSTRUCTION			DRAWING No.:		110-01
AS-BUILT					
<b>CONFIDENTIAL</b> 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.					
			<b>Devon Energy Corporation</b> 333 West Sheridan Avenue, Oklahoma City, OK 73102-5015		
			<b>DBBU STANDARD P&amp;ID'S</b> <b>SYMBOLS &amp; ABBREVIATIONS</b>		
			FILE NAME Aleutian 10 CTB 3 Compliance PFD - aadair		REV C

PROJECT: ALEUTIAN 10 CTB 3 COMPLIANCE PFD - AADAIR  
DRAWING: ALEUTIAN 10 CTB 3 COMPLIANCE PFD - AADAIR  
DATE: 10/15/2021 3:15:16 PM  
PLOT SCALE: 0.5:1



CustomerReference	STATUS	2nd ATTEMPT			AttentionTo	Organization	Address1	Address2	Address3	City	Region	PostalCode
9414 8149 0152 7181911376	Delivered					BALONEY FEATHERS LTD BY ELK MOUNTAIN HOLDINGS LLC GEN PTNR			PO BOX 1586	LUBBOCK	TX	79408
9414 8149 0152 7181911383	Delivered					CAMTERRA RESOURCES PTNRS LTD ATTN ACCOUNTING DEPT CAMTERRA RESOURCES INC GE			2615 E END BLVD S	MARSHALL	TX	75671
9414 8149 0152 7181911390	Delivered					CATHERINE GRACE REVOCABLE TR DEC 4 SUSAN SERNA CO TTEE STEPHEN GRACE CO TTEE C			2705 W MARQUIS CIR	ARLINGTON	TX	76016
9414 8149 0152 7181911406	Delivered					CHRISTENSEN HOLDINGS LP			2303 W LOUISIANA AVE	MIDLAND	TX	79701
9414 8149 0152 7181 911413	Delivered					CHRISTENSEN RESOLUCE PROPERTIES LP			PO BOX 3790	MIDLAND	TX	79702-3790
9414 8149 0152 7181911430	Delivered					DONALD C ALLMAN TRUST UA DATED 10-26-68 JPMORGAN CHASE BANK NA TTEE			PO DRAWER #99084	FORT WORTH	TX	76199-0084
9414 8149 0152 7181911437	Delivered					DOROTHY J KEENOM INDIV			PO BOX 470605	FORT WORTH	TX	76147-0605
9414 8149 0152 7181 9114 44	Pre-Shipment	LETTERS MAILED 2/24/2021 by fed	947923357896- delivered 3/2/2021			DOUGLAS ABELL DENTON			3323 N MIDLAND DR STE 113-167	MIDLAND	TX	79707
9414 8149 0152 7181911451	Delivered					DSO ENERGY RESOURCES LLC			1701 RIVER RUN RD STE 306	FT WORTH	TX	76107
9414 8149 0152 7181911468	Delivery Attempt					FIGURE 4 INVESTMENT TRUST			PO BOX 1113	PINEHURST	TX	77362
9414 8149 0152 7181 9114 75	Pre-Shipment	LETTERS MAILED 2/24/2021	947923357900- delivered 3/3/2021			GEOMAR RESOURCES INC MIKE WALTRIP MARGERY L HANNA			2720 W 7TH STE 202	FORT WORTH	TX	76107
9414 8149 0152 7181911482	Delivered					GEORGE ALLMAN JR TRUST UA DTD 10-26-68 JPMORGAN CHASE BANK NA TTEE			PO DRAWER #99084	FORT WORTH	TX	76199-0084
9414 8149 0152 7181911499	Delivered					GEORGE M ALLMAN III TRUST GEORGE MARTIN ALLMAN III TTEE % JPMORGAN CHASE BANK			PO DRAWER 99084	FORT WORTH	TX	76199-0084
9414 8149 0152 7181911505	Delivered					GEORGIA B BASS			2855 WESTMINISTER PLAZA DR STE 4409	HOUSTON	TX	77082
9414 8149 0152 7181 9115 12	Pre-Shipment	LETTERS MAILED 2/24/2021- cert	9414814901527181914353- in transit 3/7	ADMIN@BURGHERHAGGARD.COM	emailed 3/22/2021	GLENN LATTIMORE FAMILY LP A TEXAS LIMITED PARTNERSHIP			P O BOX 731986	DALLAS	TX	75373-1986
9414 8149 0152 7181 9115 29	Pre-Shipment	LETTERS MAILED 2/24/2021	947923357911- delivered 3/2/2021			HATCH ROYALTY LLC			1717 WEST 6TH ST STE 290	AUSTIN	TX	78703
9414 8149 0152 7181911536	Delivery Attempt					HILLINVESTMENTS LTD CASODY ENTERPRISES LLC GEN PTNR ALAN M HILL PRES			PO BOX 1558	CEDAR PARK	TX	78630-1558
9414 8149 0152 7181 9115 43	Delivered					H S MINERALS & REALTY LTD RC STAR LLC GENERAL PARTNER CYDNEY H SHEPARD & E ROBE			PO BOX 27284	AUSTIN	TX	78755-2284
9414 8149 0152 7181911550	Delivered					INNERARITY FAMILY MINERALS LLC			PO BOX 313	MIDLAND	TX	79702
9414 8149 0152 7181911567	Delivered					JADT MINERALS LTD			PO BOX 190229	DALLAS	TX	75219-0229
9414 8149 0152 7181911574	Delivered					JILL ALLMAN MANCUSO TRUST JILL ALLMAN MANCUSO TTEE % JPMORGAN CHASE BANK NA			PO DRAWER 99084	FORT WORTH	TX	76199-0084
9414 8149 0152 7181911581	Delivered					JOE N GIFFORD			PO BOX 51187	MIDLAND	TX	79710-1187
9414 8149 0152 7181911598	Delivered					KIMBELL ROYALTY HOLDINGS LLC % DUNCAN MANAGEMENT LLC			PO BOX 671099	DALLAS	TX	75367-1099
9414 8149 0152 7181911604	Delivered to Agent					L E OPPERMANN			1505 NEELY	MIDLAND	TX	79705
9414 8149 0152 7181 9116 11	Delivered					USA GAIL KARABATSOS			PO BOX 327	COLUMBUS	TX	78934
9414 8149 0152 7181 9116 35	Delivered					LORRAINE L JOHNSON FAMILY TRUST FARMERS NATIONAL CO AGENT GEORGIA L TEMPLE CO			PO BOX 3480	OMAHA	NE	68103-0480
9414 8149 0152 7181 9116 42	Delivered					MARGARET SUE SCHROEDER TRUST UA DTD 10-26-68 JPMORGAN CHASE BANK NA TTEE			PO BOX 99084	FORT WORTH	TX	76199-0084
9414 8149 0152 7181 9116 59	Delivered					MARILYN M ALLMAN TRUST MARILYN MARIE ALLMAN TTEE % JPMORGAN CHASE BANK NA A			PO DRAWER 99084	FORT WORTH	TX	76199-0084
9414 8149 0152 7181 9116 66	Delivered					MARY ELIZABETH SCHRAM TRUST UA DTD 10-26-68 JPMORGAN CHASE BANK NA TTEE			PO DRAWER #99084	FORT WORTH	TX	76199-0084
9414 8149 0152 7181 9116 73	Delivered					MARY MARGARET OLSON TRUST LEONARD M OLSON & JOHN B OLSON & KATHERINE M FRO			6031 W INTERSTATE 20 STE 251	ARLINGTON	TX	76017-1090
9414 8149 0152 7181 9116 80	Delivered					MCMLLLEN MINERALS LLC			PO BOX 470857	FORT WORTH	TX	76147
9414 8149 0152 7181 9116 97	Delivered					MERPEL LLC PONY OIL OPERATING LLC JOHN PAUL MERRITT CEO & GEORGE OVERBEY COO A			3100 MONTICELLO AVE STE 500	DALLAS	TX	75205
9414 8149 0152 7181 9117 03	Delivered					MICHELLE ALLMAN GRANTOR TRUST UA DTD 12-31-87 JPMORGAN CHASE BANK NA & MICHE			PO DRAWER # 99084	FORT WORTH	TX	76199-0084
9414 8149 0152 7181 9117 10	Pre-Shipment	LETTERS MAILED 2/24/2021	9414814901527181914360- in transit 3/6	MMAWAS@AOL.COM	emailed 3/22/2021	MICKEY GIBSON			PO BOX 590	CAVE CREEK	AZ	85327-0590
9414 8149 0152 7181 9117 27	Delivered					MOMENTUM MINERALS OPERATING LP			750 TOWN & COUNTRY BLVD STE 420	HOUSTON	TX	77024
9414 8149 0152 7181 9117 34	Delivered					NANCY PUFF JONES TRUST DOROTHY JEAN KEENOM TRUSTEE			PO BOX 470605	FORT WORTH	TX	76147-0605
9414 8149 0152 7181 9117 41	Delivered					NANCY STALLWORTH THOMAS MARITAL TRUST JP MORGAN CHASE BANK NK & NANCY THON			PO DRAWER # 99084	FORT WORTH	TX	76199-0084
9414 8149 0152 7181 9117 58	Delivered					OCCIDENTAL PERMIAN LTD SUCCESSOR TO AMOCO			PO BOX 841803	DALLAS	TX	75284-1803
9414 8149 0152 7181 9117 65	Delivered					ONRR ROYALTY MANAGEMENT PROGRAM			PO BOX 25627	DENVER	CO	80225-0627
9414 8149 0152 7181 9117 72	Delivered					OTTO & DORIS SCHROEDER FAMILY TR OTTO E SCHROEDER III TTEE			500 HAWK CT	COPPELL	TX	75019
9414 8149 0152 7181 9117 89	Delivered					OXY USA INC			PO BOX 841803	DALLAS	TX	75284
9414 8149 0152 7181 9117 96	Delivered					P A ALLMAN TRUST PHYLLIS ANNE ALLMAN TTEE % JPMORGAN CHASE BANK NA AGT			PO DRAWER 99084	FORT WORTH	TX	76199-0084
9414 8149 0152 7181 9118 02	Delivered					PATRICIA B YOUNG MGMT TR 1ST NTL BK & TR CO OF OKMULGEE OKLAHOMA			PO BOX 1037	OKMULGEE	OK	74447
9414 8149 0152 7181 9118 19	Delivered					PATRICIA BOYLE YOUNG			PO BOX 1639	SOLANA BEACH	CA	92075-7639
9414 8149 0152 7181 9118 26	Delivered					PEGASUS RESOURCES LLC			PO BOX 470698	FORT WORTH	TX	76147
9414 8149 0152 7181 9118 33	Delivered					PERRY RESOURCES LLC			PO BOX 459	LORENA	TX	76655-0459
9414 8149 0152 7181 9118 40	In-Transit	LETTERS MAILED 2/24/2021	947923357922- delivered 3/3/2021			PONY OIL OPERATING LLC JOHN PAUL MERRITT CEO GEORGE OVERBEY COO			4245 N CENTRAL EXPSWY STE 320	DALLAS	TX	75205
9414 8149 0152 7181 9118 57	Delivered					REGENT OIL & GAS COMPANY LP			PO BOX 25204	DALLAS	TX	75225
9414 8149 0152 7181 9118 64	Delivered					RICHARD C GIBSON			PO BOX 3817	MIDLAND	TX	79702
9414 8149 0152 7181 9118 71	Delivered					RICHARD DONALD JONES JR			200 N GAINES RD	CEDAR CREEK	TX	78612
9414 8149 0152 7181 9118 88	Delivered					SOURCE ROCK MINERALS LP			PO BOX 670713	DALLAS	TX	75367
9414 8149 0152 7181 9118 95	Pre-Shipment	LETTERS MAILED 2/24/2021	947923357933- delivered 3/2/2021			TD MINERALS LLC			8111 WESTCHESTER DR STE 900	DALLAS	TX	75225
9414 8149 0152 7181 9119 01	Pre-Shipment	LETTERS MAILED 2/24/2021	947923357944- delivered 3/3/2021			TEK PROPERTIES LTD % THOMAS E KELLY			4705 MIRAMONT CIRCLE	BRYAN	TX	77802
9414 8149 0152 7181 9119 18	Delivered					THERESA ALLMAN SMITH GRANTOR TRUST UA DTD 12-31-87 JPMORGAN CHASE BANK NA &			PO DRAWER 99084	FORT WORTH	TX	76199-0084
9414 8149 0152 7181 9119 25	Delivered					TITUS OIL & GAS PRODUCTION LLC TITUS OIL & GAS CORPORATION AGENT NOMINEE			420 THROCKMORTON ST STE 1150	FORT WORTH	TX	76102-3761
9414 8149 0152 7181 9119 32	Delivered					VERITAS TM RESOURCES LLC			PO BOX 10850	FORT WORTH	TX	76114
9414 8149 0152 7181 9119 49	Delivered					WEST BEND ENERGY PARTNERS LLC			1320 S UNIVERSITY DR STE 701	FORT WORTH	TX	76107
9414 8149 0152 7181 9119 56	Delivered					MARY PATRICIA DOUGHERTY TRUST			98 SAN JACINTO BLVD STE 350	AUSTIN	TX	78701
9414 8149 0152 7181 9119 63	Delivered					ALFRED F SCHRAM SR ESTATE C/O MARGARET E HODGKINS EXECUTOR			2731 SHAWN DR	DENISON	TX	75020
9414 8149 0152 7181 9119 70	Delivered					NANCY S THOMAS			106 MAPLE VALLEY RD	HOUSTON	TX	77056
9414 8149 0152 7181 9119 87	Delivered					SCHRAM FAMILY LIVING REVOCABLE TRUST C/O MARGARET E SCHRAM HODGKINS SECOND			2731 SHAWN DR	DENISON	TX	75020

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

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

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

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

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

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

☐ AMENDED REPORT

# WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-015-47061	<sup>2</sup> Pool Code 33840	<sup>3</sup> Pool Name JAMES RANCH ; BONE SPRING
<sup>4</sup> Property Code 325991	<sup>5</sup> Property Name MALDIVES 15-27 FED COM	<sup>6</sup> Well Number 234H
<sup>7</sup> OGRID No. 6137	<sup>8</sup> Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	<sup>9</sup> Elevation 3408.9

## Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	10	23 S	31 E		640	SOUTH	1897	EAST	EDDY

## Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	27	23 S	31 E		84	SOUTH	1910	EAST	EDDY

<sup>12</sup> Dedicated Acres	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
960			

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.

	<h3><sup>17</sup> OPERATOR CERTIFICATION</h3> <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>Chelsey Green</i> 01/11/21 Signature Date</p> <p>Chelsey Green Printed Name</p> <p>chelsey.green@dvn.com E-mail Address</p> <h3><sup>18</sup> SURVEYOR CERTIFICATION</h3> <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>OCTOBER 24, 2019 Date of Survey</p> <p><i>William F. Jaramillo</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number FILLMORE, JARAMILLO, PLS 2277 12797 1702</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 Road, Aztec, NM 87410  
Phone: (505) 334-6178 Fax: (505) 334-6170  
District IV  
1220 S. St. Francis Dr., Santa Fe, NM 87505  
Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30 015 46964</b>	<sup>2</sup> Pool Code <b>39350</b>	<sup>3</sup> Pool Name <b>Livingston Ridge Bone Spring</b>
<sup>4</sup> Property Code <b>323063</b>	<sup>5</sup> Property Name <b>ALEUTIAN 10-3 FED COM</b>	
<sup>7</sup> OGRID No. <b>6137</b>	<sup>8</sup> Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	<sup>6</sup> Well Number <b>211H</b>
		<sup>9</sup> Elevation <b>3383.9</b>

<sup>10</sup> Surface Location

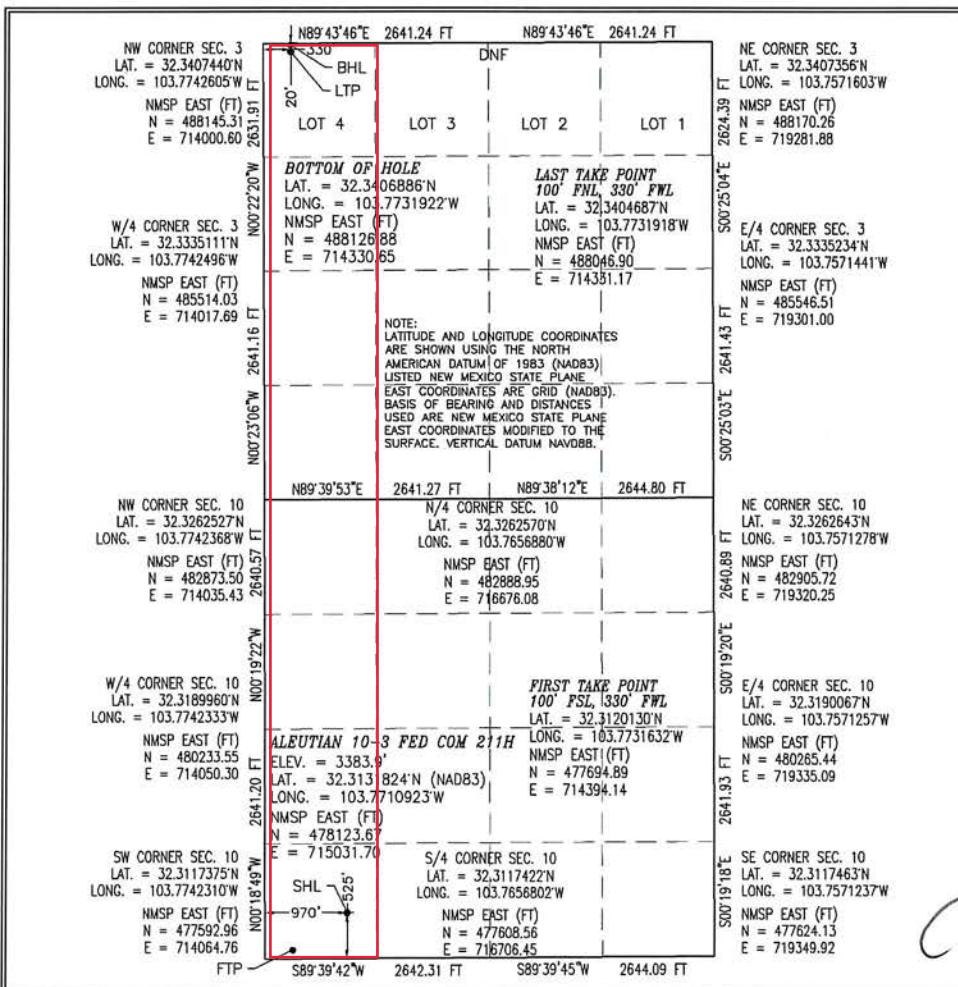
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>M</b>	<b>10</b>	<b>23 S</b>	<b>31 E</b>		<b>525</b>	<b>SOUTH</b>	<b>970</b>	<b>WEST</b>	<b>EDDY</b>

<sup>11</sup> 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>4</b>	<b>3</b>	<b>23 S</b>	<b>31E</b>		<b>20</b>	<b>NORTH</b>	<b>330</b>	<b>WEST</b>	<b>EDDY</b>

<sup>12</sup> Dedicated Acres <b>320-- 319.67 -</b>	<sup>13</sup> Joint or Infill <b>kms</b>	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
--	---	----------------------------------	-------------------------

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



<sup>17</sup> 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*  
Signature

7-31-2019  
Date

Jenny Harms  
Printed Name

Printed Name

Jenny.Harms@dm.com  
E-mail Address

E-mail Address

<sup>18</sup> 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.

JUNE 25, 2019  
Date of Survey

Date of Survey

*FILIMON F. JARAMILLO*  
Signature and Seal of Professional Surveyor  
Certificate Number: FILIMON F. JARAMILLO, PLS 12797  
SURVEY NO. 7343

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

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30 015 46965</b>	<sup>2</sup> Pool Code <b>39350</b>	<sup>3</sup> Pool Name <b>Livingston Ridge Bone Spring</b>
<sup>4</sup> Property Code <b>323063</b>	<sup>5</sup> Property Name <b>ALEUTIAN 10-3 FED COM</b>	
<sup>7</sup> OGRID No. <b>6137</b>	<sup>8</sup> Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	<sup>6</sup> Well Number <b>212H</b>
		<sup>9</sup> Elevation <b>3384.0</b>

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>M</b>	<b>10</b>	<b>23 S</b>	<b>31 E</b>		<b>525</b>	<b>SOUTH</b>	<b>1000</b>	<b>WEST</b>	<b>EDDY</b>

<sup>11</sup> 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>3</b>	<b>3</b>	<b>23 S</b>	<b>31 E</b>		<b>20</b>	<b>NORTH</b>	<b>1650</b>	<b>WEST</b>	<b>EDDY</b>

<sup>12</sup> Dedicated Acres	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
<b>320</b>			

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. 3 LAT. = 32.3407440°N LONG. = 103.7742805°W NMSP EAST (FT) N = 488145.31 E = 714000.60</p> <p>W/4 CORNER SEC. 3 LAT. = 32.3335111°N LONG. = 103.7742496°W NMSP EAST (FT) N = 485514.03 E = 714017.69</p> <p>NW CORNER SEC. 10 LAT. = 32.3262527°N LONG. = 103.7742368°W NMSP EAST (FT) N = 482873.50 E = 714035.43</p> <p>W/4 CORNER SEC. 10 LAT. = 32.3189960°N LONG. = 103.7742333°W NMSP EAST (FT) N = 480233.55 E = 714050.30</p> <p>SW CORNER SEC. 10 LAT. = 32.3117375°N LONG. = 103.7742310°W NMSP EAST (FT) N = 477592.96 E = 714064.76</p>		<p>NE CORNER SEC. 3 LAT. = 32.3407356°N LONG. = 103.7571603°W NMSP EAST (FT) N = 488170.26 E = 719281.88</p> <p>E/4 CORNER SEC. 3 LAT. = 32.3335234°N LONG. = 103.7571441°W NMSP EAST (FT) N = 485546.51 E = 719301.00</p> <p>NE CORNER SEC. 10 LAT. = 32.3262643°N LONG. = 103.7571278°W NMSP EAST (FT) N = 482905.72 E = 719320.25</p> <p>E/4 CORNER SEC. 10 LAT. = 32.3190067°N LONG. = 103.7571257°W NMSP EAST (FT) N = 480265.44 E = 719335.09</p> <p>SE CORNER SEC. 10 LAT. = 32.3117463°N LONG. = 103.7571237°W NMSP EAST (FT) N = 477624.13 E = 719349.92</p>	
<p>LOT 4</p> <p>LOT 3</p> <p>LOT 2</p> <p>LOT 1</p> <p>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.</p>		<p>17 OPERATOR CERTIFICATION</p> <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> 7-31-2019 Signature Date</p> <p>Jenny Harms Printed Name</p> <p>Jenny.Harms@dvn.com E-mail Address</p>	
<p>18 SURVEYOR CERTIFICATION</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>JUNE 25, 2019 Date of Survey</p> <p><i>FILIMON F. JARAMILLO</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: FILIMON F. JARAMILLO, PLS 12797 SURVEY NO. 7344</p>		<p>19</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 Road, Aztec, NM 87410  
Phone: (505) 334-6178 Fax: (505) 334-6170  
District IV  
1220 S. St. Francis Dr., Santa Fe, NM 87505  
Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number	<sup>2</sup> Pool Code 33840	<sup>3</sup> Pool Name JAMES RANCH; BONE SPRING
<sup>4</sup> Property Code	<sup>5</sup> Property Name MALDIVES 15-27 FED COM	<sup>6</sup> Well Number 233H
<sup>7</sup> OGRID No. 6137	<sup>8</sup> Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	<sup>9</sup> Elevation 3408.9

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	10	23 S	31 E		640	SOUTH	1927	EAST	EDDY

<sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	27	23 S	31 E		20	SOUTH	2570	WEST	EDDY

<sup>12</sup> Dedicated Acres 960	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
--------------------------------------	-------------------------------	----------------------------------	-------------------------

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

<p><b>17 OPERATOR CERTIFICATION</b></p> <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> 11-21-2019 Signature Date</p> <p>Jenny Harms Printed Name</p> <p>Jenny.harms@dvn.com E-mail Address</p>		<p><b>18 SURVEYOR CERTIFICATION</b></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>NOVEMBER 6, 2019 Date of Survey</p> <p><i>William F. Jaramilla</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number FILL 0005 JARAMILLA PCS 1797 Surveyor License No. 7701A</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 Road, Aztec, NM 87410  
Phone: (505) 334-6178 Fax: (505) 334-6170

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

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

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

☐ AMENDED REPORT

## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-015-47084	<sup>2</sup> Pool Code 33840	<sup>3</sup> Pool Name JAMES RANCH ; BONE SPRING
<sup>4</sup> Property Code 325991	<sup>5</sup> Property Name MALDIVES 15-27 FED COM	
<sup>7</sup> OGRID No. 6137	<sup>8</sup> Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	<sup>6</sup> Well Number 235H  <sup>9</sup> Elevation 3420.9

## <sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	10	23 S	31 E		15	SOUTH	745	EAST	EDDY

<sup>11</sup> Bottom Hole Location If Different From Surface

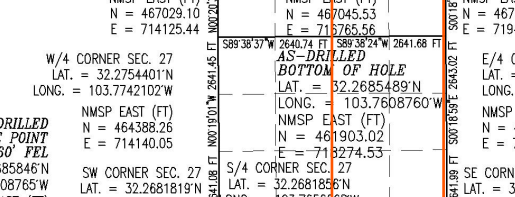
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>P</b>	<b>27</b>	<b>23 S</b>	<b>31 E</b>		<b>131</b>	<b>SOUTH</b>	<b>1160</b>	<b>EAST</b>	<b>EDDY</b>

<sup>12</sup> Dedicated Acres	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
960			

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.

<b>17 OPERATOR CERTIFICATION</b>			
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 released 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>Chelsey Green</i> Chelsey Green		Date _____ 01/20/21	
Printed Name _____ Chelsey Green			
E-mail Address _____ chelsey.green@dvn.com			

<b>18 SURVEYOR CERTIFICATION</b>			
I hereby certify that the well location shown on this plot 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.			
OCTOBER 24, 2019			
Date of Survey _____			
<p style="font-size: small; margin-top: 0;">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 NAVD88.</p> 			
Signature and Seal of Professional Surveyor _____ <i>[Seal]</i>		Certificate Number FLM-_____ PLS 12797	

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

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

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

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

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

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

Submit one copy to appropriate  
District Office

☐ AMENDED REPORT

## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-015-47062	<sup>2</sup> Pool Code 33840	<sup>3</sup> Pool Name JAMES RANCH ; BONE SPRING
<sup>4</sup> Property Code 325991	<sup>5</sup> Property Name <b>MALDIVES 15-27 FED COM</b>	
<sup>7</sup> OGRID No. <b>6137</b>	<sup>8</sup> Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	<sup>6</sup> Well Number <b>236H</b>
		<sup>9</sup> Elevation <b>3420.9</b>

## <sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>P</b>	<b>10</b>	<b>23 S</b>	<b>31 E</b>		<b>15</b>	<b>SOUTH</b>	<b>715</b>	<b>EAST</b>	<b>EDDY</b>

<sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	27	23 S	31 E		107	SOUTH	416	EAST	EDDY

<sup>12</sup> Dedicated Acres	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
960			

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.

**W/4 CORNER SEC. 10**  
LAT. = 32.3262527°N  
W/4 CORNER SEC. LONG. = 103.7742333°W  
LAT. = 32.3189960°N  
LONG. = 103.7742333°W  
NMSIP EAST (FT)  
N = 482033.55  
E = 714050.30

**AS-DRILLED**  
KOP  
46' FNL, 375' FEL  
LAT. = 32.3116184°N  
LONG. = 103.7583357°W  
NMSIP EAST (FT)  
N = 477575.62  
E = 718975.71

**FIRST TAKE POINT**  
381' FNL, 433' FEL  
LAT. = 32.3106979°N  
LONG. = 103.7585238°W  
NMSIP EAST (FT)  
N = 477240.44  
E = 718919.39

**W/4 CORNER SEC. 22**  
LAT. = 32.2899607°N  
LONG. = 103.7742196°W  
NMSIP EAST (FT)  
N = 469670.75  
E = 714109.60

**SW CORNER SEC. 22**  
LAT. = 32.2826993°N  
LONG. = 103.7742129°W  
NMSIP EAST (FT)  
N = 467029.10  
E = 71425.44

**W/4 CORNER SEC. 10**  
LAT. = 32.2754401°N  
LONG. = 103.7742102°W  
NMSIP EAST (FT)  
N = 464388.26  
E = 714140.05

**AS-DRILLED**  
LAST TAKE POINT  
169' FSL, 420' FEL  
LAT. = 32.2686541°N  
LONG. = 103.7584816°W  
NMSIP EAST (FT)  
N = 461945.28  
E = 719014.42

**SW CORNER SEC. 27**  
LAT. = 32.2681819°N  
LONG. = 103.7742070°W  
NMSIP EAST (FT)  
N = 461747.80  
E = 714154.79

**N/4 CORNER SEC. 10**  
LAT. = 32.3262643°N  
LONG. = 103.7571278°W  
NMSIP EAST (FT)  
N = 482905.72  
E = 719320.25

**E/4 CORNER SEC. 10**  
LAT. = 32.3190067°N  
LONG. = 103.7571257°W  
NMSIP EAST (FT)  
N = 480265.44  
E = 719335.09

**SE CORNER SEC. 10**  
LAT. = 32.3117463°N  
LONG. = 103.7571237°W  
NMSIP EAST (FT)  
N = 477624.13  
E = 719349.92

**E/4 CORNER SEC. 15**  
LAT. = 32.3044903°N  
LONG. = 103.7571229°W  
NMSIP EAST (FT)  
N = 474984.45  
E = 719364.36

**MALDIVES 15-27**  
FED COM 236H  
ELEV. = 3420.9'  
LAT. = 32.3117864°N (NAD83)  
LONG. = 103.7594375°W  
NMSIP EAST (FT)  
N = 477634.89  
E = 718635.01

**SE CORNER SEC. 15**  
LAT. = 32.2972317°N  
LONG. = 103.7571232°W  
NMSIP EAST (FT)  
N = 472343.83  
E = 719378.44

**E/4 CORNER SEC. 22**  
LAT. = 32.2899722°N  
LONG. = 103.7571228°W  
NMSIP EAST (FT)  
N = 469702.87  
E = 719392.74

**SE CORNER SEC. 22**  
LAT. = 32.2827133°N  
LONG. = 103.7571239°W  
NMSIP EAST (FT)  
N = 467062.12  
E = 719406.62

**E/4 CORNER SEC. 27**  
LAT. = 32.2754497°N  
LONG. = 103.7571226°W  
NMSIP EAST (FT)  
N = 464419.71  
E = 719421.21

**SE CORNER SEC. 27**  
LAT. = 32.2681890°N  
LONG. = 103.7571233°W  
NMSIP EAST (FT)  
N = 461778.33  
E = 719435.15

**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.

Chelsey Green 01/11/21  
Signature Date

Chelsey Green  
Printed Name

chelsey.green@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.

OCTOBER 24, 2019

Date of Survey

William F. Jaramillo  
Signature and Seal of Professional Surveyor

Certificate Number FILMO 12797  
SURVEY NO. 7704

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

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

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

## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-015-46966</b>	<sup>2</sup> Pool Code <b>39350</b>	<sup>3</sup> Pool Name <b>Livingston Ridge Bone Spring</b>
<sup>4</sup> Property Code	<sup>5</sup> Property Name <b>ALEUTIAN 10-3 FED COM</b>	<sup>6</sup> Well Number <b>213H</b>
<sup>7</sup> OGRID No. <b>6137</b>	<sup>8</sup> Operator Name <b>DEVON ENERGY PRODUCTION COMPANY, L.P.</b>	<sup>9</sup> Elevation <b>3409.3</b>

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>O</b>	<b>10</b>	<b>23 S</b>	<b>31 E</b>		<b>640</b>	<b>SOUTH</b>	<b>1867</b>	<b>EAST</b>	<b>EDDY</b>

<sup>11</sup> 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>2</b>	<b>3</b>	<b>23 S</b>	<b>31 E</b>		<b>20</b>	<b>NORTH</b>	<b>2310</b>	<b>EAST</b>	<b>EDDY</b>

<sup>12</sup> Dedicated Acres	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
<b>320</b>			

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. 3 LAT. = 32.3407440°N LONG. = 103.7742605°W NMSP EAST (FT) N = 488145.31 E = 714000.60</p> <p>W/4 CORNER SEC. 3 LAT. = 32.3335111°N LONG. = 103.7742496°W NMSP EAST (FT) N = 485514.03 E = 714017.69</p> <p>NW CORNER SEC. 10 LAT. = 32.3262527°N LONG. = 103.7742368°W NMSP EAST (FT) N = 482873.50 E = 714035.43</p> <p>W/4 CORNER SEC. 10 LAT. = 32.3189960°N LONG. = 103.7742333°W NMSP EAST (FT) N = 480233.55 E = 714050.30</p> <p>SW CORNER SEC. 10 LAT. = 32.3117375°N LONG. = 103.7742310°W NMSP EAST (FT) N = 477592.96 E = 714064.76</p>		<p>N89°43'46"E 2641.24 FT</p> <p>LOT 4 LOT 3 LOT 2 LOT 1</p> <p>LAST TAKE POINT 100' FSL 2310' FEL LAT. = 32.3404648°N LONG. = 103.7646375°W NMSP EAST (FT) N = 488059.37 E = 716973.12</p> <p>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 NAVD88.</p> <p>N89°39'53"E 2641.27 FT</p> <p>N/4 CORNER SEC. 10 LAT. = 32.3262570°N LONG. = 103.7656880°W NMSP EAST (FT) N = 482888.95 E = 716676.08</p> <p>W/4 CORNER SEC. 10 LAT. = 32.3120176°N LONG. = 103.7645992°W NMSP EAST (FT) N = 477710.51 E = 717039.90</p> <p>S/4 CORNER SEC. 10 LAT. = 32.3117422°N LONG. = 103.7656802°W NMSP EAST (FT) N = 477608.66 E = 716706.45</p>		<p>NE CORNER SEC. 3 LAT. = 32.3407356°N LONG. = 103.7571603°W NMSP EAST (FT) N = 488170.26 E = 719281.88</p> <p>E/4 CORNER SEC. 3 LAT. = 32.3335234°N LONG. = 103.7571441°W NMSP EAST (FT) N = 485546.51 E = 719301.00</p> <p>NE CORNER SEC. 10 LAT. = 32.3262643°N LONG. = 103.7571278°W NMSP EAST (FT) N = 482905.72 E = 719320.25</p> <p>E/4 CORNER SEC. 10 LAT. = 32.3190067°N LONG. = 103.7571257°W NMSP EAST (FT) N = 480265.44 E = 719335.09</p> <p>SE CORNER SEC. 10 LAT. = 32.3117463°N LONG. = 103.7571237°W NMSP EAST (FT) N = 477624.13 E = 719349.92</p>		<p><b>17 OPERATOR CERTIFICATION</b> 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> 4-2-2020 Signature Date</p> <p><b>JENNY HARMS</b> Printed Name</p> <p><b>JENNY.HARMS@DVN.COM</b> E-mail Address</p>
<p><b>18 SURVEYOR CERTIFICATION</b> 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>MARCH 18, 2020 Date of Survey</p> <p><i>William F. Jaramillo</i> Signature and Seal of Professional Surveyor</p> <p>Certificate Number: <b>WILLIAM F. JARAMILLO, PLS 12797</b> SURVEY NO. 7337C</p>						

Federal/Federal

## 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 portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

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

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

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

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

Township 23 South, Range 31 East, N.M.P.M.

Section 10: W2W2

Section 3: Lot 4, W2SW, SWNW

Eddy County, New Mexico

Containing 319.67 acres, and this agreement shall include only the Bone Spring Formations underlying said lands and the oil, natural gas and associated liquid hydrocarbon substances, hereinafter, 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 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 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 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 each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal, State or fee land included within the CA area are to be placed in an interest earning escrow or 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 April 1, 2020 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 as to the Bone Spring formation(s) individually for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized formation or formations 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 non-production. 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 occurs 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 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.

**Devon Energy Production Company, L.P.**  
(Operator, Record Title and Operating Rights Owner)

Date: 4/15/2020

By: Catherine Lebsack  
Catherine Lebsack, Vice President 

**Camterra Resources Partners, Ltd.,**  
a Texas Limited Partnership  
By: Camterra Resources, Inc.,  
a Texas Corporation  
Its: Managing General Partner  
(Record Title and Operating Rights Owner)

Date: 4/11/2020

By: Paul Marchand  
Paul Marchand, President 

**EOG Resources, Inc.**  
(Record Title Owner)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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 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.

**Devon Energy Production Company, L.P.**  
(Operator, Record Title and Operating Rights Owner)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Catherine Lebsack, Vice President

**Camterra Resources Partners, Ltd.,**  
a Texas Limited Partnership  
By: Camterra Resources, Inc.,  
a Texas Corporation  
Its: Managing General Partner  
(Record Title and Operating Rights Owner)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Zachary Q. Carlile, Chief Executive Officer

**EOG Resources, Inc.**  
(Record Title Owner)

Date: 4-21-20

By: Wendy Dalton

Title: Attorney-in-Fact

**ACKNOWLEDGMENTS**

**ACKNOWLEDGMENTS**

STATE OF OKLAHOMA       §  
    §  
 COUNTY OF OKLAHOMA   §

The foregoing instrument was acknowledged before me on this 15<sup>th</sup> day of JUNE, 2020 by Catherine Lebsack, Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

My Commission Expires:

8/7/22



Kami Carroll

Notary Public

STATE OF TEXAS       §  
    §  
 COUNTY OF BRAZOS   §

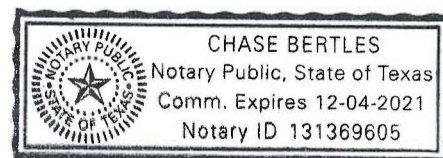
The foregoing instrument was acknowledged before me on this 2<sup>nd</sup> day of May, 2020 by Paul Marchand as President of Camterra Resources, Inc., a Texas Corporation, Managing General Partner of Camterra Resources, Ltd., a Texas limited partnership, on behalf of said limited partnership.

My Commission Expires: 12/04/2021

Chase Bertles

Notary Public

STATE OF \_\_\_\_\_ §  
    §  
 COUNTY OF \_\_\_\_\_ §



The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, as \_\_\_\_\_ of EOG Resources, Inc., on behalf of said company.

My Commission Expires:

\_\_\_\_\_  
 Notary Public

STATE OF OKLAHOMA       §  
                                      §  
 COUNTY OF OKLAHOMA   §

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Catherine Lebsack, Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
 Notary Public

STATE OF TEXAS       §  
                                      §  
 COUNTY OF DALLAS   §

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Zachary Q. Carlisle as Chief Executive Officer of Camterra Resources, Inc., a Texas Corporation, Managing General Partner of Camterra Resources, Ltd., a Texas limited partnership, on behalf of said limited partnership.

My Commission Expires: \_\_\_\_\_

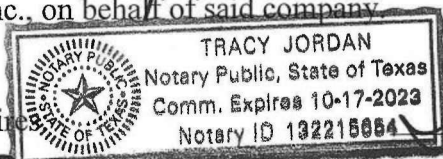
\_\_\_\_\_  
 Notary Public

STATE OF Texas       §  
                                      §  
 COUNTY OF Midland   §

The foregoing instrument was acknowledged before me on this 21<sup>st</sup> day of April, 2020 by Wendy Dalton, as Attorney-in-Fact of EOG Resources, Inc., on behalf of said company.

My Commission Expires

10-17-2023



Tracy Jordan  
 Notary Public

EXHIBIT "A"

To Communitization Agreement dated April 1, 2020, embracing the following lands described in the W2W2 of Sec 10-23S 31E and Lot 4, W2SW, SWNW of Sec 3-23S-31E N.M.P.M., Eddy County, New Mexico

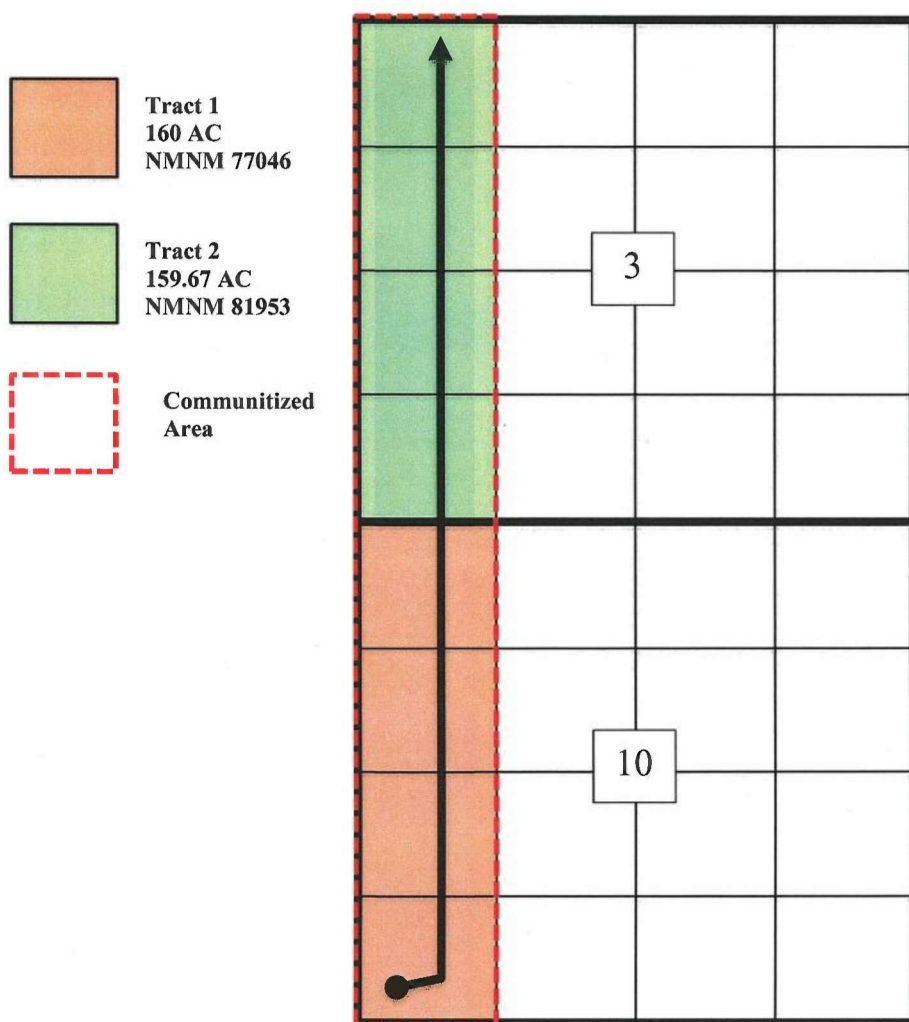
**EXHIBIT "A"**

To Communitization Agreement dated April 1, 2020, embracing the following lands described in the W2W2 of Sec 10-23S 31E and Lot 4, W2SW, SWNW of Sec 3-23S-31E N.M.P.M., Eddy County, New Mexico

PLAT**Aleutian 10-3 Fed Com 211H**

SHL: 525' FSL, 970' FWL, Sec. 10-23S-31E

BHL: 20' FNL, 330' FWL, Sec. 3-23S-31E



**EXHIBIT "B"**

To Communitization Agreement dated April 1, 2020, embracing the following lands described in the W2W2 of Sec 10-23S 31E and Lot 4, W2SW, SWNW of Sec 3-23S-31E N.M.P.M., Eddy County, New Mexico

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

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

Lease Serial No.:	NMNM-77046
Lease Date:	September 1, 1988
Lease Term:	5 Years
Lessor:	United States of America
Original Lessee:	Santa Fe Energy Operating Partners, L.P.
Present Lessee:	Devon Energy Production Company, L.P. - 100.00%
Description of Land Committed:	<u>Township 23 South, Range 31 East, N.M.P.M.</u> Section 10: Insofar and only insofar as said lease covers W2W2
Number of Acres:	160.00
Royalty Rate:	1/8
Name and Percent WI Owners:	Devon Energy Production Company, L.P. - 100%
Name and Percent ORRI Owners:	None

**Tract No. 2**

Lease Serial No.:	NMNM - 81953
Lease Date:	September 1, 1989

Lease Term: 5 years  
 Lessor: United States of America  
 Original Lessee: Yates Petroleum Corporation  
 Present Lessee: EOG Resources, Inc. – 50.00%  
 Devon Energy Production Co., LP – 43.75%  
 Camterra Resources Partners, Ltd. – 6.25%  
 Description of Land Committed: Township 23 South, Range 31 East, N.M.P.M.  
 Section 3: Insofar and only insofar as said lease covers  
 Lot 4, W2SW, SWNW  
 Number of Acres: 159.67  
 Royalty Rate: 1/8th  
 Name and Percent WI Owners: Devon Energy Production Co., LP  
 Camterra Resources Partners, Ltd.  
 Name and Percent ORRI Owners: None

### RECAPITULATION

	NO. OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
Tract No. 1	160.00	50.0516%
Tract No. 2	159.67	49.9484%
	319.67	100.0000%

Federal/Federal

## 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 portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

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

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

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

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

Township 23 South, Range 31 East, N.M.P.M.

Section 10: E2W2

Section 3: Lot 3, SENW, E2SW

Eddy County, New Mexico

Containing 319.59 acres, and this agreement shall include only the Bone Spring Formations underlying said lands and the oil, natural gas and associated liquid hydrocarbon substances, hereinafter, 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 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 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 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 each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal, State or fee land included within the CA area are to be placed in an interest earning escrow or 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 April 1, 2020 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 as to the Bone Spring formation(s) individually for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized formation or formations 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 non-production. 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 occurs 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 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.

**Devon Energy Production Company, L.P.**  
(Operator, Record Title and Operating Rights Owner)

Date: 6/15/2020

By: Catherine Lebsack  
Catherine Lebsack, Vice President 

**Camterra Resources Partners, Ltd.,**  
a Texas Limited Partnership  
By: Camterra Resources, Inc.,  
a Texas Corporation  
Its: Managing General Partner  
(Record Title and Operating Rights Owner)

Date: 5/1/2020

By: Paul Marchand  
Paul Marchand, President

**EOG Resources, Inc.**  
(Record Title Owner)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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 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.

**Devon Energy Production Company, L.P.**  
(Operator, Record Title and Operating Rights Owner)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Catherine Lebsack, Vice President

**Camterra Resources Partners, Ltd.,**  
a Texas Limited Partnership  
By: Camterra Resources, Inc.,  
a Texas Corporation  
Its: Managing General Partner  
(Record Title and Operating Rights Owner)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Zachary Q. Carlile, Chief Executive Officer

**EOG Resources, Inc.**  
(Record Title Owner)

Date: 4-21-20

By: Wendy Dalton  
Title Attorney-in-Fact

**ACKNOWLEDGMENTS**

ACKNOWLEDGMENTS

STATE OF OKLAHOMA       §  
                                      §  
 COUNTY OF OKLAHOMA   §

The foregoing instrument was acknowledged before me on this 15<sup>th</sup> day of June, 2020 by Catherine Lebsack, Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

My Commission Expires:

6/7/22



[Signature]  
 Notary Public

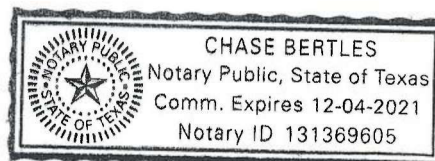
STATE OF TEXAS       §  
                                      §  
 COUNTY OF DALLAS   §

The foregoing instrument was acknowledged before me on this 1<sup>st</sup> day of May, 2020 by Paul Marchand as President of Camterra Resources, Inc., a Texas Corporation, Managing General Partner of Camterra Resources, Ltd., a Texas limited partnership, on behalf of said limited partnership.

My Commission Expires: 12/04/2021

[Signature]  
 Notary Public

STATE OF \_\_\_\_\_ §  
                                      §  
 COUNTY OF \_\_\_\_\_ §



The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, as \_\_\_\_\_ of EOG Resources, Inc., on behalf of said company.

My Commission Expires:

\_\_\_\_\_  
 Notary Public

STATE OF OKLAHOMA       §  
    §  
 COUNTY OF OKLAHOMA   §

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Catherine Lebsack, Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
 Notary Public

STATE OF TEXAS       §  
    §  
 COUNTY OF DALLAS   §

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Zachary Q. Carlisle as Chief Executive Officer of Camterra Resources, Inc., a Texas Corporation, Managing General Partner of Camterra Resources, Ltd., a Texas limited partnership, on behalf of said limited partnership.

My Commission Expires: \_\_\_\_\_

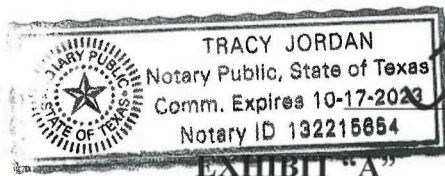
\_\_\_\_\_  
 Notary Public

STATE OF Texas       §  
    §  
 COUNTY OF Midland   §

The foregoing instrument was acknowledged before me on this 21<sup>st</sup> day of April, 2020 by Wendy Dalton, as Attorney-in-Fact of EOG Resources, Inc., on behalf of said company.

My Commission Expires: \_\_\_\_\_

10-17-2023



Tracy Jordan  
 \_\_\_\_\_  
 Notary Public

To Communitization Agreement dated April 1, 2020 embracing the following lands described in the E2W2 of Sec 10-23S-31E and Lot 3, SENW, E2SW of Sec 3-23S-31E N.M.P.M., Eddy County, New Mexico

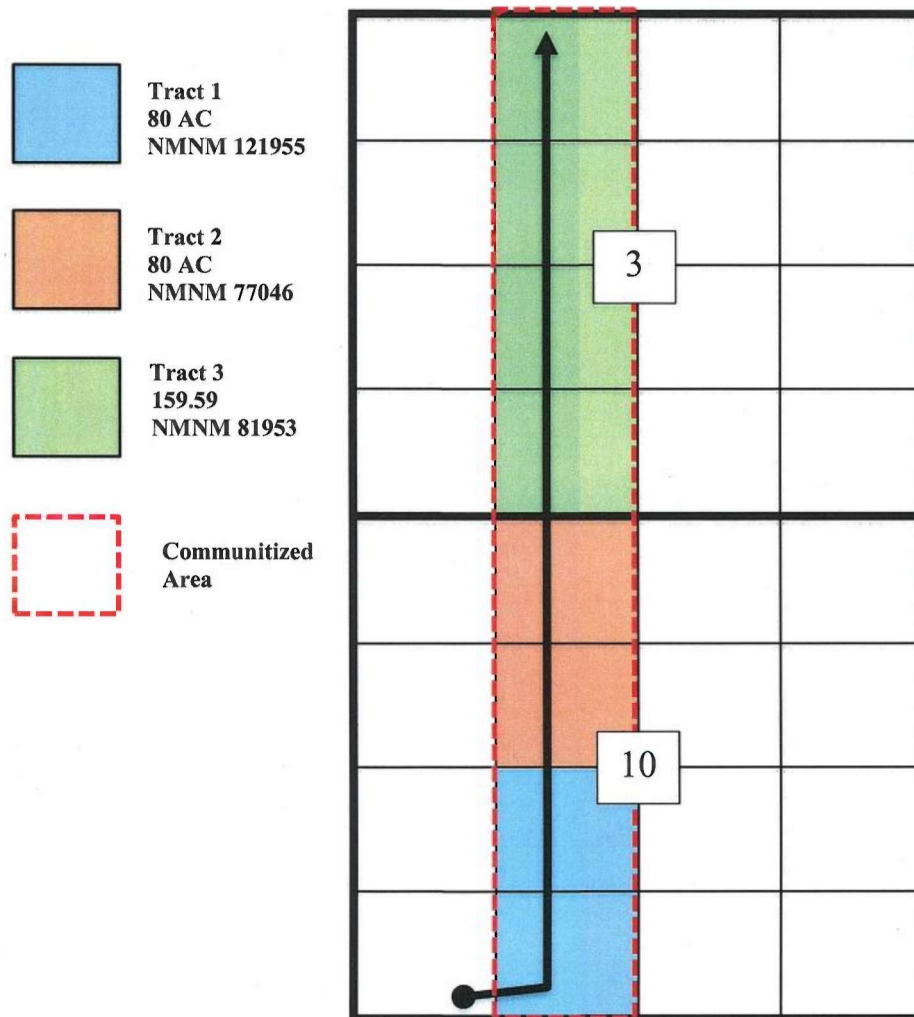
**EXHIBIT "A"**

To Communitization Agreement dated April 1, 2020 embracing the following lands described in the E2W2 of Sec 10-23S-31E and Lot 3, SENW, E2SW of Sec 3-23S-31E N.M.P.M., Eddy County, New Mexico

PLAT**Aleutian 10-3 Fed Com 212H**

SHL: 525' FSL, 1,000' FWL, Sec. 10-23S-31E

BHL: 20' FNL, 1,650' FWL, Sec. 3-23S-31E



**EXHIBIT "B"**

To Communitization Agreement dated April 1, 2020 embracing the following lands described in the E2W2 of Sec 10-23S-31E and Lot 3, SENW, E2SW of Sec 3-23S-31E N.M.P.M., Eddy County, New Mexico

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

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

Lease Serial No.:	NMNM-121955
Lease Date:	May 1, 2009
Lease Term:	5 Years
Lessor:	United States of America
Original Lessee:	Yates Petroleum Corp ET AL
Present Lessee:	Devon Energy Production Company, L.P. - 100.00%
Description of Land Committed:	<u>Township 23 South, Range 31 East, N.M.P.M.</u> Section 10: Insofar and only insofar as said lease covers E2SW
Number of Acres:	80.00
Royalty Rate:	1/8
Name and Percent WI Owners:	Devon Energy Production Company, L.P. - 100%
Name and Percent ORRI Owners:	None

**Tract No. 2**

Lease Serial No.:	NMNM-77046
Lease Date:	September 1, 1988
Lease Term:	5 Years
Lessor:	United States of America

Original Lessee: Santa Fe Energy Operating Partners, L.P.

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

Description of Land Committed: Township 23 South, Range 31 East, N.M.P.M.  
Section 10: Insofar and only insofar as said lease covers  
E2NW

Number of Acres: 80.00

Royalty Rate: 1/8

Name and Percent WI Owners: Devon Energy Production Company, L.P. - 100%

Name and Percent ORRI Owners: None

**Tract No. 3**

Lease Serial No.: NMNM - 81953

Lease Date: September 1, 1989

Lease Term: 5 years

Lessor: United States of America

Original Lessee: Yates Petroleum Corporation

Present Lessee: EOG Resources, Inc. – 50.00%  
Devon Energy Production Co., LP – 43.75%  
Camterra Resources Partners, Ltd. – 6.25%

Description of Land Committed: Township 23 South, Range 31 East, N.M.P.M.  
Section 3: Insofar and only insofar as said lease covers  
Lot 3, SENW, E2SW

Number of Acres: 159.59

Royalty Rate: 1/8th

Name and Percent WI Owners: Devon Energy Production Co., LP  
Camterra Resources Partners, Ltd.

Name and Percent ORRI Owners: None

**RECAPITULATION**

	NO. OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
Tract No. 1	80.00	25.0321%
Tract No. 2	80.00	25.0321%
<u>Tract No. 3</u>	<u>159.59</u>	<u>49.9358%</u>
	319.59	100.0000%

Federal/Federal

## 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 portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

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

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

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

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

Township 23 South, Range 31 East, N.M.P.M.

Section 10: W2E2

Section 3: Lot 2, SWNE, W2SE

Eddy County, New Mexico

Containing 319.53 acres, and this agreement shall include only the Bone Spring Formations underlying said lands and the oil, natural gas and associated liquid hydrocarbon substances, hereinafter, 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 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 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 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 each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal, State or fee land included within the CA area are to be placed in an interest earning escrow or 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 April 1, 2020 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 as to the Bone Spring formation(s) individually for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized formation or formations 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 non-production. 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 occurs 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 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.

**Devon Energy Production Company, L.P.**  
(Operator, Record Title and Operating Rights Owner)

Date: 4/15/2020

By: Catherine Lebsack  
Catherine Lebsack, Vice President 

**Camterra Resources Partners, Ltd.,**  
a Texas Limited Partnership  
By: Camterra Resources, Inc.,  
a Texas Corporation  
Its: Managing General Partner  
(Record Title and Operating Rights Owner)

Date: 5/1/2020

By: Paul Marchand  
Paul Marchand, President

**EOG Resources, Inc.**  
(Record Title Owner)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title \_\_\_\_\_

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 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.

**Devon Energy Production Company, L.P.**  
(Operator, Record Title and Operating Rights Owner)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Catherine Lebsack, Vice President

**Camterra Resources Partners, Ltd.,**  
a Texas Limited Partnership  
By: Camterra Resources, Inc.,  
a Texas Corporation  
Its: Managing General Partner  
(Record Title and Operating Rights Owner)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Zachary Q. Carlile, Chief Executive Officer

**EOG Resources, Inc.**  
(Record Title Owner)

Date: 4-21-20

By: Wendy Datta  
Title Attorney-in-Fact

**ACKNOWLEDGMENTS**

**ACKNOWLEDGMENTS**

STATE OF OKLAHOMA       §  
                                      §  
 COUNTY OF OKLAHOMA   §

The foregoing instrument was acknowledged before me on this 15<sup>th</sup> day of June, 2020 by Catherine Lebsack, Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

My Commission Expires:

8/7/22



Kami Carroll

Notary Public

STATE OF TEXAS       §  
                                      §  
 COUNTY OF DALLAS   §

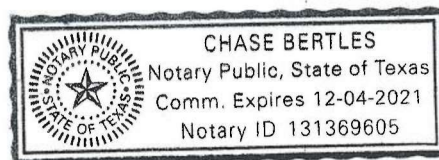
The foregoing instrument was acknowledged before me on this 7<sup>th</sup> day of May, 2020 by Paul Marchand as President of Camterra Resources, Inc., a Texas Corporation, Managing General Partner of Camterra Resources, Ltd., a Texas limited partnership, on behalf of said limited partnership.

My Commission Expires: 12/04/2021

Chase Bertles

Notary Public

STATE OF \_\_\_\_\_ §  
                                      §  
 COUNTY OF \_\_\_\_\_ §



The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, as \_\_\_\_\_ of EOG Resources, Inc., on behalf of said company.

My Commission Expires:

Notary Public

STATE OF OKLAHOMA       §  
                                      §  
 COUNTY OF OKLAHOMA   §

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Catherine Lebsack, Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
 Notary Public

STATE OF TEXAS       §  
                                      §  
 COUNTY OF DALLAS   §

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Zachary Q. Carlisle as Chief Executive Officer of Camterra Resources, Inc., a Texas Corporation, Managing General Partner of Camterra Resources, Ltd., a Texas limited partnership, on behalf of said limited partnership.

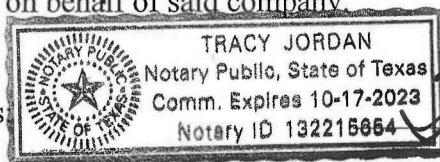
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
 Notary Public

STATE OF Texas       §  
                                      §  
 COUNTY OF Midland   §

The foregoing instrument was acknowledged before me on this 21<sup>st</sup> day of April, 2020 by Wendy Dalton, as Attorney-in-Fact of EOG Resources, Inc., on behalf of said company.

My Commission Expires: 10-17-2023



Tracy Jordan  
 Notary Public

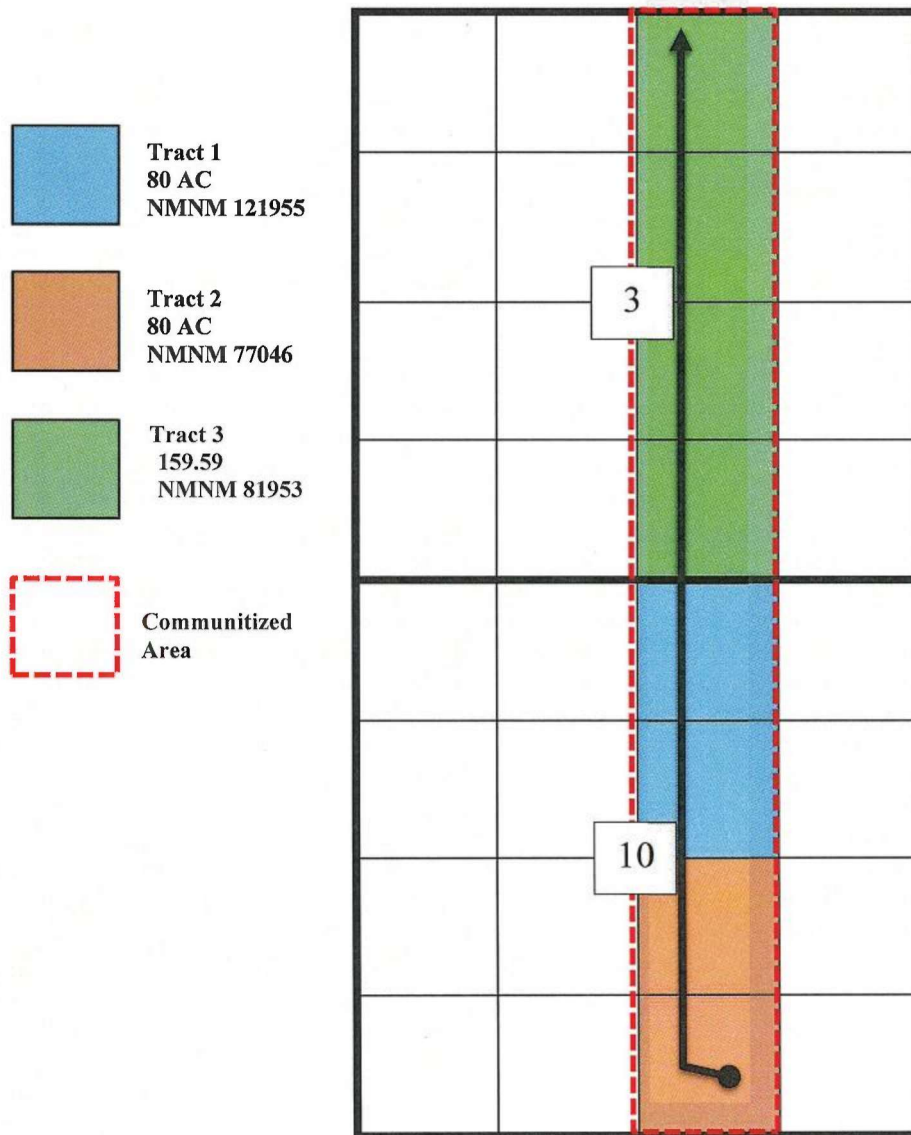
**EXHIBIT "A"**

To Communitization Agreement dated April 1, 2020, embracing the following lands described in the W2E2 of Sec 10-23S-31E and Lot 2, SWNE, W2SE of Sec 3-23S-31E N.M.P.M., Eddy County, New Mexico

PLAT**Aleutian 10-3 Fed Com 213H**

SHL: 790' FSL, 1,927' FEL, Sec. 10-23S-31E

BHL: 20' FNL, 2,310' FEL, Sec. 3-23S-31E



**EXHIBIT "B"**

To Communitization Agreement dated April 1, 2020, embracing the following lands described in the W2E2 of Sec 10-23S-31E and Lot 2, SWNE, W2SE of Sec 3-23S-31E N.M.P.M., Eddy County, New Mexico

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

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

Lease Serial No.:	NMNM-121955
Lease Date:	May 1, 2009
Lease Term:	5 Years
Lessor:	United States of America
Original Lessee:	Yates Petroleum Corp ET AL
Present Lessee:	Devon Energy Production Company, L.P. - 100.00%
Description of Land Committed:	<u>Township 23 South, Range 31 East, N.M.P.M.</u> Section 10: Insofar and only insofar as said lease covers W2SE
Number of Acres:	80.00
Royalty Rate:	1/8
Name and Percent WI Owners:	Devon Energy Production Company, L.P. - 100%
Name and Percent ORRI Owners:	None

**Tract No. 2**

Lease Serial No.:	NMNM-77046
Lease Date:	September 1, 1988
Lease Term:	5 Years
Lessor:	United States of America

Original Lessee: Santa Fe Energy Operating Partners, L.P.

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

Description of Land Committed: Township 23 South, Range 31 East, N.M.P.M.  
Section 10: Insofar and only insofar as said lease covers  
W2NE

Number of Acres: 80.00

Royalty Rate: 1/8

Name and Percent WI Owners: Devon Energy Production Company, L.P. - 100%

Name and Percent ORRI Owners: None

**Tract No. 3**

Lease Serial No.: NMNM - 81953

Lease Date: September 1, 1989

Lease Term: 5 years

Lessor: United States of America

Original Lessee: Yates Petroleum Corporation

Present Lessee: EOG Resources, Inc. – 50.00%  
Devon Energy Production Co., LP – 43.75%  
Camterra Resources Partners, Ltd. – 6.25%

Description of Land Committed: Township 23 South, Range 31 East, N.M.P.M.  
Section 3: Insofar and only insofar as said lease covers  
Lot 2, SWNE, W2NE

Number of Acres: 159.53

Royalty Rate: 1/8th

Name and Percent WI Owners: Devon Energy Production Co., LP  
Camterra Resources Partners, Ltd.

Name and Percent ORRI Owners: None

**RECAPITULATION**

	NO. OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
Tract No. 1	80.00	25.0368%
Tract No. 2	80.00	25.0368%
Tract No. 3	159.53	49.9264%
	319.53	100.0000%

## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of February 2020, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

**Township 23 South, Range 31 East, N.M.P.M**

**E/2 of Section 15**

**E/2 of Section 22**

**E/2 of Section 27**

**Eddy County, New Mexico**

Containing 960.00 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 Company, L.P., 333 W Sheridan Avenue, Oklahoma City, OK 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 lands included within the CA area are to be paid into the appropriate Unleased Lands 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 February 1, 2020, 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

By: Catherine Lebsack

Operator/Vice President

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF OKLAHOMA )

On this 2nd day of September, 2020, before me, a Notary Public for the State of OKLAHOMA, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



8/7/22  
My Commission Expires

Kami Carroll  
Notary Public

**EXHIBIT "A"**

To Communitization Agreement dated February 1, 2020 embracing the following described land in E/2 of Section 15, E/2 of Section 22 and E/2 of Section 27, Township 23 South, Range 31 East, N.M.P.M., Eddy County, New Mexico

PLAT**Maldives 15-27 Fed Com 234H**

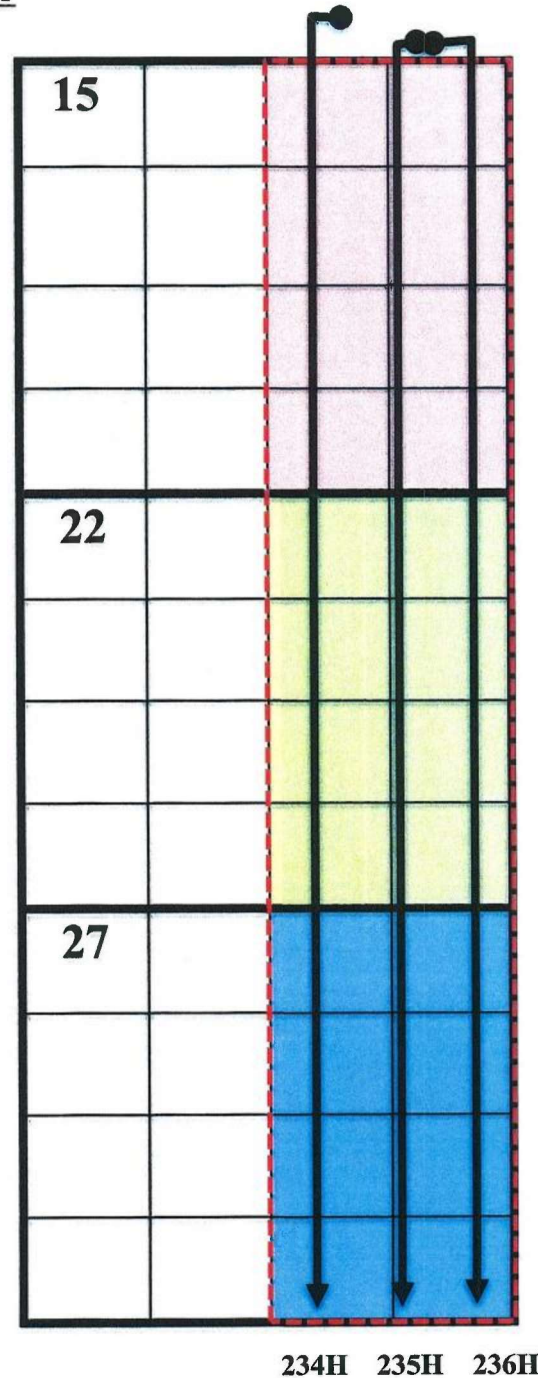
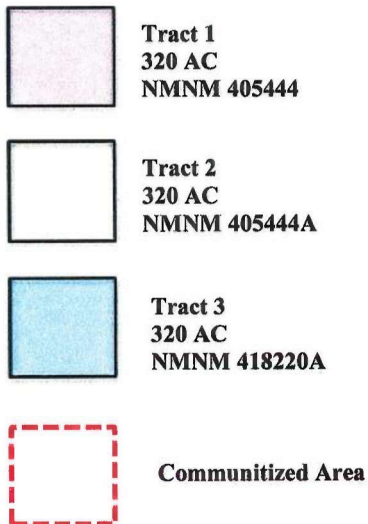
SHL: 640' FSL, 1897' FEL, Sec. 10-23S-31E  
BHL: 20' FSL, 1920' FEL, Sec. 27-23S-31E  
(INFILL WELL)

**Maldives 15-27 Fed Com 235H**

SHL: 15' FSL, 745' FEL, Sec. 10-23S-31E  
BHL: 20' FSL, 1130' FEL, Sec. 27-23S-31E  
(DEFINING WELL - 960 AC HSU)

**Maldives 15-27 Fed Com 236H**

SHL: 15' FSL, 715' FEL, Sec. 10-23S-31E  
BHL: 20' FSL, 330' FEL, Sec. 27-23S-31E  
(INFILL WELL)



**EXHIBIT "B"**

To Communitization Agreement dated February 1, 2020 embracing the following described land in E/2 of Section 15, E/2 of Section 22 and E/2 of Section 27, Township 23 South, Range 31 East, N.M.P.M., Eddy County, New Mexico

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

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

Lease Serial Number:	NMNM 405444
Description of Land Committed:	E/2 of Section 15, Township 23 South, Range 31 East, N.M.P.M., Eddy County, New Mexico
Number of Acres:	320.00
Current Lessee of Record:	XTO Holding LLC
Name of ORRI Owners:	L E OPPERMAN DOUGLAS ABELL DENTON BALONEY FEATHERS LTD FIGURE 4 INVESTMENT TRUST SOURCE ROCK MINERALS LP LORRAINE L JOHNSON FAMILY TRUST INNERARITY FAMILY MINERALS LLC TD MINERALS LLC LISA GAIL KARABATSOS DEVON ENERGY PROD CO LP JADT MINERALS LTD JOE N GIFFORD GEORGIA B BASS PATRICIA BOYLE YOUNG KIMBELL ROYALTY HOLDINGS LLC RICHARD DONALD JONES JR PONY OIL OPERATING LLC MOMENTUM MINERALS OPERATING LP MERPEL LLC PATRICIA B YOUNG MGMT TR PEGASUS RESOURCES LLC MCMULLEN MINERALS LLC

Name of Working Interest Owners:

Devon Energy Production Company, L.P.  
TEK Properties LTD  
Joe N Gifford  
Otto E Schroeder Jr  
Catherine M Grace  
Mary Margaret Olson Trust  
The Nancy Stallworth Thomas Marital Trust  
P A Allman Trust  
George M Allman III Trust  
Marilyn M Allman Trust  
Jill Allman Mancuso Trust  
Donald C Allman Trust  
George Allman Jr Trust  
Mary Elizabeth Schram Trust  
Margaret Sue Schroeder Trust  
Michelle Allman Grantor Trust  
Theresa Allman Smith Grantor Trust  
Titus Oil & Gas Production, LLC

Non-Consenting parties under Pooling Order No R-21318: Nancy Thomas  
Alfred F Schram Senior Estate  
Schram Family Living Revoc Trust  
Northern Bank & Trust, Trustee of the  
Mary Patricia Dougherty Trust

Tract No. 2

Lease Serial Number: NMNM 405444A

Description of Land Committed: E/2 of Section 22, Township 23 South, Range 31  
East, N.M.P.M., Eddy County, New Mexico

Number of Acres: 320.00

Current Lessee of Record: Devon Energy Production Company, L.P.

Name of ORRI Owners:

L E OPPERMAN  
DOUGLAS ABELL DENTON  
BALONEY FEATHERS LTD  
FIGURE 4 INVESTMENT TRUST  
SOURCE ROCK MINERALS LP  
LORRAINE L JOHNSON FAMILY TRUST  
INNERARITY FAMILY MINERALS LLC  
TD MINERALS LLC  
LISA GAIL KARABATSOS  
DEVON ENERGY PROD CO LP  
JADT MINERALS LTD

JOE N GIFFORD  
GEORGIA B BASS  
PATRICIA BOYLE YOUNG  
KIMBELL ROYALTY HOLDINGS LLC  
RICHARD DONALD JONES JR  
PONY OIL OPERATING LLC  
MOMENTUM MINERALS OPERATING LP  
MERPEL LLC  
PATRICIA B YOUNG MGMT TR  
PEGASUS RESOURCES LLC  
MCMULLEN MINERALS LLC

Name of Working Interest Owners:

Devon Energy Production Company, L.P.  
Occidental Permian LTD  
TEK Properties LTD  
Joe N Gifford  
Otto E Schroeder Jr  
Catherine M Grace  
Mary Margaret Olson Trust  
The Nancy Stallworth Thomas Marital Trust  
P A Allman Trust  
George M Allman III Trust  
Marilyn M Allman Trust  
Jill Allman Mancuso Trust  
Donald C Allman Trust  
George Allman Jr Trust  
Mary Elizabeth Schram Trust  
Margaret Sue Schroeder Trust  
Michelle Allman Grantor Trust  
Theresa Allman Smith Grantor Trust  
Titus Oil & Gas Production, LLC

Non-Consenting parties under Pooling Order No R-21318: Nancy Thomas

Alfred F Schram Senior Estate  
Schram Family Living Revoc Trust  
Northern Bank & Trust, Trustee of  
the Mary Patricia Dougherty Trust

Tract No. 3

Lease Serial Number: NMNM 418220A

Description of Land Committed: E/2 of Section 27, Township 23 South, Range 31 East, N.M.P.M., Eddy County, New Mexico

Number of Acres: 320.00

Current Lessee of Record: Devon Energy Production Company, L.P.

Name of ORRI Owners:

RICHARD C GIBSON  
L E OPPERMAN  
DOUGLAS ABELL DENTON  
REGENT OIL & GAS COMPANY LP  
MARY LOU CASSIDY  
BALONEY FEATHERS LTD  
FIGURE 4 INVESTMENT TRUST  
HILL INVESTMENTS LTD  
MICKEY GIBSON  
CHRISTENSEN RESOURCE PROPERTIES LP  
CHRISTENSEN HOLDINGS LP  
INNERARITY FAMILY MINERALS LLC  
TD MINERALS LLC  
LISA GAIL KARABATSOS  
DEVON ENERGY PROD CO LP  
GEOMAR RESOURCES INC  
JADT MINERALS LTD  
JOE N GIFFORD  
GEORGIA B BASS  
DOROTHY J KEENOM INDIV  
H-S MINERALS & REALTY LTD  
PERRY RESOURCES LLC  
HOUSTON & EMMA HILL TRUST ESTATE  
JAMES R HILL FAMILY LTD PTNRSP  
GLENN LATTIMORE FAMILY LP  
RICHARD DONALD JONES JR  
NANCY PUFF JONES TRUST  
PONY OIL OPERATING LLC  
MOMENTUM MINERALS OPERATING LP  
MERPEL LLC  
WEST BEND ENERGY PARTNERS LLC  
PATRICIA B YOUNG MGMT TR  
PEGASUS RESOURCES LLC  
MCMULLEN MINERALS LLC

Name of Working Interest Owners:

Devon Energy Production Company, L.P.  
 OXY USA INC  
 TEK Properties LTD  
 Joe N Gifford  
 Otto E Schroeder Jr  
 Catherine M Grace  
 Mary Margaret Olson Trust  
 The Nancy Stallworth Thomas Marital Trust  
 P A Allman Trust  
 George M Allman III Trust  
 Marilyn M Allman Trust  
 Jill Allman Mancuso Trust  
 Donald C Allman Trust  
 George Allman Jr Trust  
 Mary Elizabeth Schram Trust  
 Margaret Sue Schroeder Trust  
 Michelle Allman Grantor Trust  
 Theresa Allman Smith Grantor Trust  
 Titus Oil & Gas Production, LLC

Non-Consenting parties under Pooling Order No R-21318: Nancy Thomas  
 Alfred F Schram Senior Estate  
 Schram Family Living Revoc Trust  
 Northern Bank & Trust, Trustee of  
 the Mary Patricia Dougherty Trust

### RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	320.00	33.3333%
2	320.00	33.3333%
3	<u>320.00</u>	<u>33.3333%</u>
Total	960.00	100.0000%

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

\_\_\_\_\_  
Date

By: Catherine Lebsack

Name: Catherine Lebsack

Title: Vice President

Company: Devon Energy Production Company, L.P. *KD*

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF OKLAHOMA )

On this 2nd day of September, 2020, before me, a Notary Public

for the State of Oklahoma, personally appeared Catherine Lebsack, known to me to be the Vice President of Devon Energy Production Company, L.P., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

8/7/22  
My Commission Expires



[Signature]  
Notary Public

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

July 2, 2020  
Date

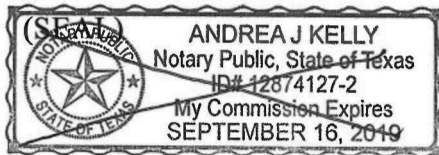
By: Thomas E. Kelly  
Name: Thomas E. Kelly  
Title: TEK Properties LTD

**ACKNOWLEDGEMENT**

STATE OF Texas )  
COUNTY OF Brazos ) ss.

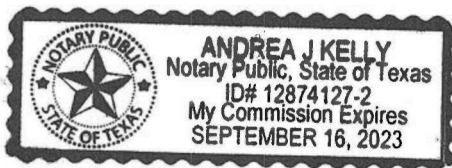
On this 2nd day of July, 2020, before me, a Notary Public  
for the State of Texas, personally

appeared THOMAS E. Kelly, known to me to be the  
General Partner of TEK Properties LTD.



9-16-23  
My Commission Expires

Andrea Kelly  
Notary Public

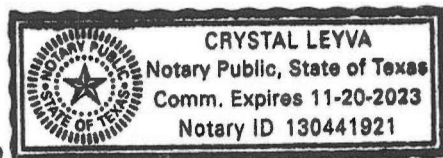


**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD**Date 6/24/20By: 

Name: \_\_\_\_\_

Title: Joe N Gifford**ACKNOWLEDGEMENT**STATE OF Texas )  
COUNTY OF Midland ) ss.On this 29<sup>th</sup> day of June, 2020, before me, a Notary Publicfor the State of Texas, personallyappeared Joe N. Gifford, known to me to be the\_\_\_\_\_ of Joe N Gifford.

(SEAL)

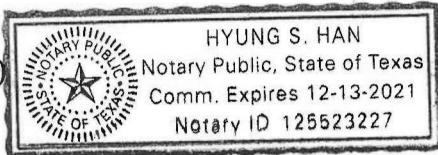
11-20-23

My Commission Expires

  
Notary Public

**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD**Date 7/2/2020By: [Signature]  
Name: Otto E. Schroeder, III  
Title: Independent Executor for Otto Eugene Schroeder, Jr.**ACKNOWLEDGEMENT**STATE OF Texas )  
COUNTY OF Dallas ) ss.On this 2nd day of July, 2020, before me, a Notary Publicfor the State of Texas, personally appeared Otto E. Schroeder, III,  
Independent Executor for Otto Eugene Schroeder, Jr.

(SEAL)

12/13/2021  
My Commission Expires[Signature]  
Notary Public

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

7-8-2020  
Date

By: Catherine M Grace

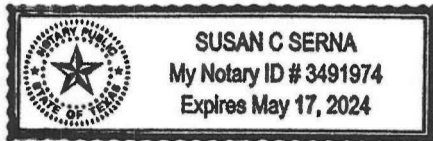
Name: Catherine M Grace

**ACKNOWLEDGEMENT**

STATE OF Texas )  
COUNTY OF Tarrant ) ss.

On this 7 day of July, 2020, before me, a Notary Public  
for the State of Texas, personally appeared Catherine M Grace.

(SEAL)



5-17-2024  
My Commission Expires

Susan C Serna  
Notary Public

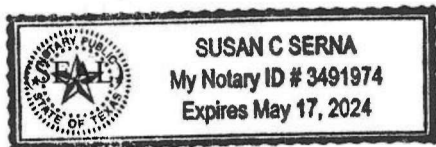
**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD**

8-4-2020  
Date

By: [Signature]  
Name: LM Olson, Trustee  
Title: Mary Margaret Olson Trust

**ACKNOWLEDGEMENT**

STATE OF Texas )  
COUNTY OF Tarrant ) ss.  
On this 4 day of August, 2020, before me, a Notary Public  
for the State of Texas, personally  
appeared L.M Olson, known to me to be  
the Trustee of the Mary Margaret Olson Trust.

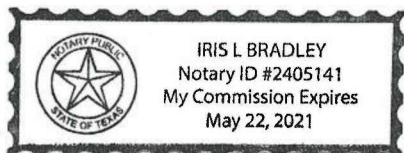


5-17-2024  
My Commission Expires

[Signature]  
Notary Public

**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD**Date 7/1/2020By: [Signature]Name: Alicia M. SurrattTitle: Nancy Stallworth Thomas Marital Trust  
JPMorgan Chase Bank, N.A. Co-Trustee  
Alicia M. Surratt, Executive Director**ACKNOWLEDGEMENT**STATE OF [TEXAS] )  
 ) ss.  
COUNTY OF [DALLAS] )

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Alicia M. Surratt, know to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Alicia M. Surratt for JPMorgan Chase Bank, N.A., a national banking association and that she has executed the same as the act of such corporation for the purposes and consideration therein expressed in the capacity therein state.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of June, 2020.[Signature]Notary Public in and for the State of TexasMy Commission expires : 5-22-2021

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

7/1/2020  
Date

By: 

Name: Alicia M. Surratt

Title: P A Allman Trust  
JPMorgan Chase Bank, N.A., Trustee  
Alicia M. Surratt, Executive Director

STATE OF [Texas] §

§

COUNTY OF [Dallas] §

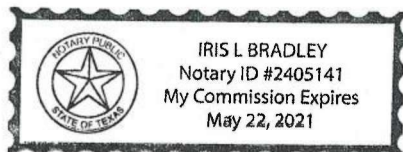
BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Alicia M. Surratt, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Alicia M. Surratt for JPMorgan Chase Bank, N.A., a national banking association and that she has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of July, 2020.



Notary Public in and for the State of [Texas]

My Commission expires: 5-22-2021



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

7/1/2020  
Date

By: 

Name: Alicia M. Surratt

Title: George M Allman III Trust  
JPMorgan Chase Bank, N.A, Trustee  
Alicia M. Surratt, Executive Director


STATE OF [Texas] §

§

COUNTY OF [Dallas] §

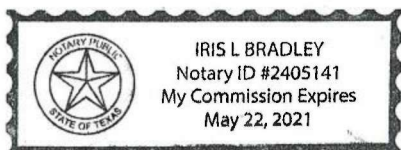
BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Alicia M. Surratt, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Alicia M. Surratt for JPMorgan Chase Bank, N.A., a national banking association and that she has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of July, 2020.




Notary Public in and for the State of [Texas]

My Commission expires: 5-22-2021



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

7/1/2020  
Date

By: 

Name: Alicia M. Surratt

Title: Marilyn M Allman Trust  
JPMorgan Chase Bank, N.A., Trustee  
Alicia M. Surratt, Executive Director


STATE OF [Texas] §

§

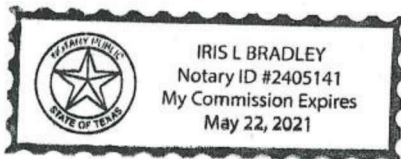
COUNTY OF [Dallas] §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Alicia M. Surratt, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Alicia M. Surratt for JPMorgan Chase Bank, N.A., a national banking association and that she has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of July, 2020.

  
Notary Public in and for the State of [Texas]

My Commission expires: 5-22-2021



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

7/1/2020  
Date

By: [Signature]

Name: Alicia M. Surratt

Title: Jill Allman Mancuso Trust  
JPMorgan Chase Bank, N.A., Trustee  
Alicia M. Surratt, Executive Director

STATE OF [Texas] §

§

COUNTY OF [Dallas] §

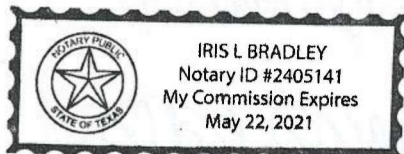
BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Alicia M. Surratt, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Alicia M. Surratt for JPMorgan Chase Bank, N.A., a national banking association and that she has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of July, 2020.

[Signature]

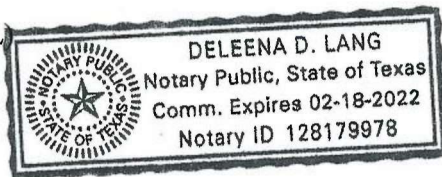
Notary Public in and for the State of [Texas]

My Commission expires 5-22-2021



**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD**Date 7/9/2020By: John V. SchneiderName: John V. SchneiderTitle: Occidental Permian Limited Partnership**ACKNOWLEDGEMENT**STATE OF Texas )  
 ) ss.  
COUNTY OF Harris )On this 9<sup>th</sup> day of July, 2020, before me, a Notary Public  
for the State of Texas, personallyappeared John V. Schneider, known to me to bethe Attorney-In-Fact of Occidental Permian, Ltd.,  
the corporation that executed the foregoing instrument and acknowledged to me such corporation  
executed the same.

(SEAL)



My Commission Expires \_\_\_\_\_

Deleena D. Lang  
Notary Public

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

7/9/2020  
Date

By: [Signature]  
Name: John V. Schneider  
Title: OXY USA INC

**ACKNOWLEDGEMENT**

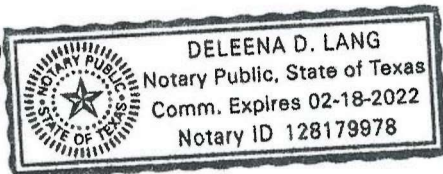
STATE OF Texas )  
 ) ss.  
COUNTY OF Harris )

On this 9th day of July, 2020, before me, a Notary Public  
for the State of Texas, personally

appeared John V. Schneider, known to me to be

the Attorney-in-Fact of OXY USA INC., the  
corporation that executed the foregoing instrument and acknowledged to me such corporation  
executed the same.

(SEAL)



My Commission Expires

[Signature]  
Notary Public

**From:** [Harms, Jenny](#)  
**To:** [McClure, Dean, EMNRD](#)  
**Subject:** FW: [EXTERNAL] surface commingling application PLC-754  
**Date:** Monday, July 26, 2021 6:05:32 AM

Hi Dean,

Please see the tracking numbers below:  
FIGURE 4 INVESTMENT TRUST(C/O BURT SIMPSON)- 15611 WILDWOOD TRACE, MAGNOLIA, Texas 77354 [9405509898642087272995](#)  
Delivered, In/At Mailbox  
July 22, 2021 at 10:05 am  
MAGNOLIA, TX 77354

Hill Investments, Ltd, Casody Enterprises LLC – P O Box 1568, Cedar Park, TX 78630 [9405509898642735134835](#)  
Delivered, PO Box  
July 22, 2021 at 10:32 am  
CEDAR PARK, TX 78630

Glenn Lattimore Family LP – P O Box 429, Ft Worth, TX 76101 [9405509898642087274524](#)  
Delivered, PO Box  
July 22, 2021 at 5:59 am  
FORT WORTH, TX 76102

Mickey Gibson – P O Box 590, Cave Creek, AZ 85327 [9405509898642087275217](#)  
Delivered, In/At Mailbox  
July 23, 2021 at 10:18 am  
PRESCOTT, AZ 86305

Thank you,

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

**From:** Harms, Jenny  
**Sent:** Monday, July 19, 2021 8:37 AM  
**To:** 'McClure, Dean, EMNRD' <[Dean.McClure@state.nm.us](mailto:Dean.McClure@state.nm.us)>  
**Subject:** RE: [EXTERNAL] surface commingling application PLC-754

Hi Dean,

The box that was outlined on the plat should have been West side of the plat as you mentioned below. This location will not be drilled at the moment, as the team has decided to drill it later in the future. I will submit a sundry to update the plat outline to correct the spacing.

I have requested re-notice for the locations below and will update when the letters have tracking provided.

Thank you,

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

**From:** McClure, Dean, EMNRD <[Dean.McClure@state.nm.us](mailto:Dean.McClure@state.nm.us)>  
**Sent:** Tuesday, July 6, 2021 1:15 PM  
**To:** Harms, Jenny <[Jenny.Harms@dvn.com](mailto:Jenny.Harms@dvn.com)>  
**Subject:** [EXTERNAL] surface commingling application PLC-754

Ms. Harms,

I am reviewing surface commingling application PLC-754 which involves the Aleutian 10 CTB 3 operated by Devon Energy Production Company, LP (6137).

Please confirm the spacing unit and CA for the following well; the C-102 has it identified as being dedicated to the E/2, but the location of the FTP and LTP seems to suggest it should be dedicated to the W/2 and require a NSL:

30-015-47060	Maldives 15 27 Federal Com #233H	15-23S-31E	33840
		22-23S-31E	
		27-23S-31E	

Please confirm that the following persons have received notification of this application; for the e-mailed ones I will need to see a reply email from them accepting notice:

3/5/2021	FIGURE 4 INVESTMENT TRUST	9414 8149 0152 7181911468	Returned	x	
	HILL INVESTMENTS LTD CASODY ENTERPRISES LLC GEN PTNR ALAN M HILL				
3/15/2021	PRES	9414 8149 0152 7181911536	Returned	x	
3/7/2021	GLENN LATTIMORE FAMILY LP A TEXAS LIMITED PARTNERSHIP	9414814901527181914353	In-Transit	x	e-mailed
3/6/2021	MICKY GIBSON	9414814901527181914360	In-Transit	x	e-mailed

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

Confidentiality Warning: This message and any attachments are intended only for the use of the intended recipient(s), are confidential, and may be privileged. If you are not the intended recipient, you are hereby notified that any review, retransmission, conversion to hard copy, copying, circulation or other use of all or any portion of this message and any attachments is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return e-mail, and delete this message and any attachments from your system.

**From:** [Harms, Jenny](#)  
**To:** [McClure, Dean, EMNRD](#)  
**Subject:** RE: [EXTERNAL] surface commingling application PLC-754  
**Date:** Monday, October 4, 2021 1:51:24 PM

---

Hi Dean,

We received BLM approval on the sundry and I have uploaded the sundry to the NMOCD website this morning. Please see the below link.

<https://wwwapps.emnrd.state.nm.us/OCD/OCDPermitting/OperatorData/ActionStatusItem.aspx?ab=109,174,7,9,162,87,73,121&cd=35,248,102,148,85,202,10,19&ef=250,19,207,92,158,152,220,169&gh=186,95,252,71,222,74,190,247>

Thank you,

*Jenny Harms*

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

---

**From:** McClure, Dean, EMNRD <[Dean.McClure@state.nm.us](mailto:Dean.McClure@state.nm.us)>  
**Sent:** Friday, October 1, 2021 7:52 AM  
**To:** Harms, Jenny <[Jenny.Harms@dyn.com](mailto:Jenny.Harms@dyn.com)>  
**Subject:** FW: [EXTERNAL] surface commingling application PLC-754

Hello Jenny,

Please provide an update regarding the below requests.

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

---

**From:** McClure, Dean, EMNRD  
**Sent:** Wednesday, July 28, 2021 4:35 PM  
**To:** Harms, Jenny <[Jenny.Harms@dyn.com](mailto:Jenny.Harms@dyn.com)>  
**Subject:** RE: [EXTERNAL] surface commingling application PLC-754

Hello Jenny,

Please let me know when the sundry has been approved by the BLM and has been submitted to the OCD.

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

---

**From:** Harms, Jenny <[Jenny.Harms@dyn.com](mailto:Jenny.Harms@dyn.com)>  
**Sent:** Monday, July 26, 2021 6:04 AM  
**To:** McClure, Dean, EMNRD <[Dean.McClure@state.nm.us](mailto:Dean.McClure@state.nm.us)>  
**Subject:** FW: [EXTERNAL] surface commingling application PLC-754

Hi Dean,

Please see the tracking numbers below:

FIGURE 4 INVESTMENT TRUST(C/O BURT SIMPSON)- 15611 WILDWOOD TRACE, MAGNOLIA, Texas 77354 [9405509898642087272995](#)  
Delivered, In/At Mailbox  
July 22, 2021 at 10:05 am  
MAGNOLIA, TX 77354

Hill Investments, Ltd, Casody Enterprises LLC – P O Box 1568, Cedar Park, TX 78630 [9405509898642735134835](#)  
Delivered, PO Box  
July 22, 2021 at 10:32 am  
CEDAR PARK, TX 78630

Glenn Lattimore Family LP – P O Box 429, Ft Worth, TX 76101 [9405509898642087274524](#)  
Delivered, PO Box  
July 22, 2021 at 5:59 am  
FORT WORTH, TX 76102

Mickey Gibson – P O Box 590, Cave Creek, AZ 85327 [9405509898642087275217](#)  
Delivered, In/At Mailbox  
July 23, 2021 at 10:18 am  
PRESCOTT, AZ 86305

Thank you,

*Jenny Harms*

Regulatory Compliance Professional  
Work Phone: (405)552-6560

Jennifer.harms@dvn.com  
Devon Energy Center-Tower  
333 West Sheridan Avenue Oklahoma City OK 73102-5015

**From:** Harms, Jenny  
**Sent:** Monday, July 19, 2021 8:37 AM  
**To:** 'McClure, Dean, EMNRD' <Dean.McClure@state.nm.us>  
**Subject:** RE: [EXTERNAL] surface commingling application PLC-754

Hi Dean,

The box that was outlined on the plat should have been West side of the plat as you mentioned below. This location will not be drilled at the moment, as the team has decided to drill it later in the future. I will submit a sundry to update the plat outline to correct the spacing.

I have requested re-notice for the locations below and will update when the letters have tracking provided.

Thank you,

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

**From:** McClure, Dean, EMNRD <Dean.McClure@state.nm.us>  
**Sent:** Tuesday, July 6, 2021 1:15 PM  
**To:** Harms, Jenny <Jenny.Harms@dvn.com>  
**Subject:** [EXTERNAL] surface commingling application PLC-754

Ms. Harms,

I am reviewing surface commingling application PLC-754 which involves the Aleutian 10 CTB 3 operated by Devon Energy Production Company, LP (6137).

Please confirm the spacing unit and CA for the following well; the C-102 has it identified as being dedicated to the E/2, but the location of the FTP and LTP seems to suggest it should be dedicated to the W/2 and require a NSL:

30-015-47060	Maldives 15 27 Federal Com #233H	15-23S-31E	33840
		22-23S-31E	
		27-23S-31E	

Please confirm that the following persons have received notification of this application; for the e-mailed ones I will need to see a reply email from them accepting notice:

3/5/2021	FIGURE 4 INVESTMENT TRUST	9414 8149 0152 7181911468	Returned	x	
3/15/2021	HILL INVESTMENTS LTD CASODY ENTERPRISES LLC GEN PTNR ALAN M HILL PRES	9414 8149 0152 7181911536	Returned	x	
3/7/2021	GLENN LATTIMORE FAMILY LP A TEXAS LIMITED PARTNERSHIP	9414814901527181914353	In-Transit	x	e-mailed
3/6/2021	MICKEY GIBSON	9414814901527181914360	In-Transit	x	e-mailed

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

Confidentiality Warning: This message and any attachments are intended only for the use of the intended recipient(s), are confidential, and may be privileged. If you are not the intended recipient, you are hereby notified that any review, retransmission, conversion to hard copy, copying, circulation or other use of all or any portion of this message and any attachments is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return e-mail, and delete this message and any attachments from your system.

**From:** [Engineer, OCD, EMNRD](#)  
**To:** [Harms, Jenny](#)  
**Cc:** [McClure, Dean, EMNRD](#); [Hawkins, James, EMNRD](#); [Powell, Brandon, EMNRD](#); [lisa@rwbyram.com](#); [Glover, James](#); [Paradis, Kyle O](#); [Walls, Christopher](#)  
**Subject:** Approved Administrative Order PLC-754  
**Date:** Thursday, October 7, 2021 4:53:55 PM  
**Attachments:** [PLC754 Order.pdf](#)

NMOCD has issued Administrative Order PLC-754 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
30-015-46964	Aleutian 10 3 Federal Com #211H	W/2 W/2	3-23S-31E	39350
		W/2 W/2	10-23S-31E	
30-015-46965	Aleutian 10 3 Federal Com #212H	E/2 W/2	3-23S-31E	39350
		E/2 W/2	10-23S-31E	
30-015-46966	Aleutian 10 3 Federal Com #213H	W/2 E/2	3-23S-31E	39350
		W/2 E/2	10-23S-31E	
30-015-47060	Maldives 15 27 Federal Com #233H	W/2	15-23S-31E	33840
		W/2	22-23S-31E	
		W/2	27-23S-31E	
30-015-47061	Maldives 15 27 Federal Com #234H	E/2	15-23S-31E	33840
		E/2	22-23S-31E	
		E/2	27-23S-31E	
30-015-47084	Maldives 15 27 Federal Com #235H	E/2	15-23S-31E	33840
		E/2	22-23S-31E	
		E/2	27-23S-31E	
30-015-47062	Maldives 15 27 Federal Com #236H	E/2	15-23S-31E	33840
		E/2	22-23S-31E	
		E/2	27-23S-31E	

The administrative order is attached to this email and can also be found online at OCD Imaging.

Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.

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

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Notice

**Order: PLC-754**

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

**Publication Date:**

**Submittal Date: 3/22/2021**

### Noticed Persons

Date	Person	Certified Tracking Number	Status
2/8/2021	BALONEY FEATHERS LTD BY ELK MOUNT	9414 8149 0152 7181911376	Delivered
2/11/2021	CAMTERRA RESOURCES PTNRS LTD ATTN	9414 8149 0152 7181911383	Delivered
2/8/2021	CATHERINE GRACE REVOCABLE TR DEC	9414 8149 0152 7181911390	Delivered
2/8/2021	CHRISTENSEN HOLDINGS LP	9414 8149 0152 7181911406	Delivered
2/18/2021	CHRISTENSEN RESOURCE PROPERTIES LI	9414 8149 0152 7181 911413	Delivered
2/9/2021	DONALD C ALLMAN TRUST UA DATED 10-	9414 8149 0152 7181911420	Delivered
2/8/2021	DOROTHY J KEENOM INDIV	9414 8149 0152 7181911437	Delivered
2/4/2021	DOUGLAS ABELL DENTON	9414 8149 0152 7181 9114 44	Unknown
2/8/2021	DSD ENERGY RESOURCES LLC	9414 8149 0152 7181911451	Delivered
3/5/2021	FIGURE 4 INVESTMENT TRUST	9414 8149 0152 7181911468	Returned
2/4/2021	GEOMAR RESOURCES INC MIKE WALTRII	9414 8149 0152 7181 9114 75	Unknown
2/9/2021	GEORGE ALLMAN JR TRUST UA DTD 10-26	9414 8149 0152 7181911482	Delivered
2/9/2021	GEORGE M ALLMAN III TRUST GEORGE M	9414 8149 0152 7181911499	Delivered
2/9/2021	GEORGIA B BASS	9414 8149 0152 7181911505	Delivered
2/4/2021	GLENN LATTIMORE FAMILY LP A TEXAS ]	9414 8149 0152 7181 9115 12	Unknown
2/4/2021	HATCH ROYALTY LLC	9414 8149 0152 7181 9115 29	Unknown
3/15/2021	HILL INVESTMENTS LTD CASODY ENTERI	9414 8149 0152 7181911536	Returned
2/13/2021	H-S MINERALS & REALTY LTD RC STAR LI	9414 8149 0152 7181 9115 43	Delivered
2/16/2021	INNERARITY FAMILY MINERALS LLC	9414 8149 0152 7181911550	Delivered
2/8/2021	JADT MINERALS LTD	9414 8149 0152 7181911567	Delivered
2/9/2021	JILL ALLMAN MANCUSO TRUST JILL ALL	9414 8149 0152 7181911574	Delivered
2/9/2021	JOE N GIFFORD	9414 8149 0152 7181911581	Delivered
2/10/2021	KIMBELL ROYALTY HOLDINGS LLC % DU	9414 8149 0152 7181911598	Delivered
2/8/2021	L E OPPERMAN	9414 8149 0152 7181911604	Delivered
2/10/2021	LISA GAIL KARABATSOS	9414 8149 0152 7181 9116 11	Delivered
2/9/2021	LORRAINE L JOHNSON FAMILY TRUST FA	9414 8149 0152 7181 9116 35	Delivered
2/9/2021	MARGARET SUE SCHROEDER TRUST UA D	9414 8149 0152 7181 9116 42	Delivered
2/9/2021	MARILYN M ALLMAN TRUST MARILYN M.	9414 8149 0152 7181 9116 59	Delivered
2/9/2021	MARY ELIZABETH SCHRAM TRUST UA DT	9414 8149 0152 7181 9116 66	Delivered
2/8/2021	MARY MARGARET OLSON TRUST LEONAI	9414 8149 0152 7181 9116 73	Delivered
2/8/2021	MCMULLEN MINERALS LLC	9414 8149 0152 7181 9116 80	Delivered
2/8/2021	MERPEL LLC PONY OIL OPERATING LLC	9414 8149 0152 7181 9116 97	Delivered
2/9/2021	MICHELLE ALLMAN GRANTOR TRUST UA	9414 8149 0152 7181 9117 03	Delivered
2/4/2021	MICKEY GIBSON	9414 8149 0152 7181 9117 10	Unknown
2/9/2021	MOMENTUM MINERALS OPERATING LP	9414 8149 0152 7181 9117 27	Delivered
2/8/2021	NANCY PUFF JONES TRUST DOROTHY JEA	9414 8149 0152 7181 9117 34	Delivered
2/9/2021	NANCY STALLWORTH THOMAS MARITAL	9414 8149 0152 7181 9117 41	Delivered
2/12/2021	OCCIDENTAL PERMIAN LTD SUCCESSOR	9414 8149 0152 7181 9117 58	Delivered
2/12/2021	ONRR ROYALTY MANAGEMENT PROGRAI	9414 8149 0152 7181 9117 65	Delivered

2/8/2021	OTTO & DORIS SCHROEDER FAMILY TR O	9414 8149 0152 7181 9117 72	Delivered
2/12/2021	OXY USA INC	9414 8149 0152 7181 9117 89	Delivered
2/9/2021	P A ALLMAN TRUST PHYLLIS ANNE ALLM	9414 8149 0152 7181 9117 96	Delivered
2/12/2021	PATRICIA B YOUNG MGMT TR 1ST NTL BK	9414 8149 0152 7181 9118 02	Delivered
2/16/2021	PATRICIA BOYLE YOUNG	9414 8149 0152 7181 9118 19	Delivered
2/8/2021	PEGASUS RESOURCES LLC	9414 8149 0152 7181 9118 26	Delivered
2/8/2021	PERRY RESOURCES LLC	9414 8149 0152 7181 9118 33	Delivered
2/13/2021	PONY OIL OPERATING LLC JOHN PAUL M	9414 8149 0152 7181 9118 40	In-Transit
2/22/2021	REGENT OIL & GAS COMPANY LP	9414 8149 0152 7181 9118 57	Delivered
2/24/2021	RICHARD C GIBSON	9414 8149 0152 7181 9118 64	Delivered
2/12/2021	RICHARD DONALD JONES JR	9414 8149 0152 7181 9118 71	Delivered
2/10/2021	SOURCE ROCK MINERALS LP	9414 8149 0152 7181 9118 88	Delivered
2/4/2021	TD MINERALS LLC	9414 8149 0152 7181 9118 95	Unknown
2/4/2021	TEK PROPERTIES LTD % THOMAS E KELI	9414 8149 0152 7181 9119 01	Unknown
2/9/2021	THERESA ALLMAN SMITH GRANTOR TRU	9414 8149 0152 7181 9119 18	Delivered
2/8/2021	TITUS OIL & GAS PRODUCTION LLC TITUS	9414 8149 0152 7181 9119 25	Delivered
2/8/2021	VERITAS TM RESOURCES LLC	9414 8149 0152 7181 9119 32	Delivered
2/8/2021	WEST BEND ENERGY PARTNERS LLC	9414 8149 0152 7181 9119 49	Delivered
2/9/2021	MARY PATRICIA DOUGHERTY TRUST	9414 8149 0152 7181 9119 56	Delivered
2/8/2021	ALFRED F SCHRAM SR ESTATE C/O MARG	9414 8149 0152 7181 9119 63	Delivered
2/9/2021	NANCY S THOMAS	9414 8149 0152 7181 9119 70	Delivered
2/22/2021	SCHRAM FAMILY LIVING REVOCABLE TR	9414 8149 0152 7181 9119 87	Delivered
Notice sent on 2/24/2021			
3/2/2021	DOUGLAS ABELL DENTON	947923357896	Delivered
3/3/2021	GEOMAR RESOURCES INC MIKE WALTRII	947923357900	Delivered
3/7/2021	GLENN LATTIMORE FAMILY LP A TEXAS ]	9414814901527181914353	In-Transit
3/2/2021	HATCH ROYALTY LLC	947923357911	Delivered
3/6/2021	MICKEY GIBSON	9414814901527181914360	In-Transit
3/3/2021	PONY OIL OPERATING LLC JOHN PAUL M	947923357922	Delivered
3/2/2021	TD MINERALS LLC	947923357933	Delivered
3/3/2021	TEK PROPERTIES LTD % THOMAS E KELI	947923357944	Delivered
Notice sent prior to 7/22/2021			
7/22/2021	FIGURE 4 INVESTMENT TRUST	9405509898642087272995	Delivered
7/22/2021	HILL INVESTMENTS LTD CASODY ENTERI	9405509898642735134835	Delivered
7/22/2021	GLENN LATTIMORE FAMILY LP A TEXAS ]	9405509898642087274524	Delivered
7/23/2021	MICKEY GIBSON	9405509898642087275217	Delivered

**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-754**

**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 the oil and gas production from the pools, leases, and wells identified in Exhibit A ("Application").
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 acreage of each lease to be consolidated into a single pooled area ("Pooled Area"), as described in Exhibit B.

### **CONCLUSIONS OF LAW**

9. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.
10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10.A.(2) NMAC, 19.15.12.10.C.(4)(c) NMAC, and 19.15.12.10.C.(4)(e) NMAC, as applicable.
11. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9.A.(5) NMAC and 19.15.23.9.A.(6) NMAC, as applicable.
12. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10.B.(1) NMAC or 19.15.12.10.C.(1) NMAC, as applicable.
13. Commingling of oil 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) NMAC and 19.15.12.10.C.(4)(h) NMAC.
14. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

### **ORDER**

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

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

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

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

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.

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 until the Proposed Agreement which includes the Pooled Area is approved. After the Proposed Agreement is approved, the oil and gas production from the Pooled Area shall be allocated as required by the BLM's or NMSLO's, as applicable, approval of the Agreement, including any production that had been allocated previously in accordance with this Order.

3. 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.
4. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling.
5. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
6. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8.B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8.E. NMAC.
7. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10.C.(2) NMAC.
8. 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.
9. 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.

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

**STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION**

  
\_\_\_\_\_  
**ADRIENNE SANDOVAL  
DIRECTOR**

**DATE:** 10/07/2021

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

Order: PLC-754

Operator: Devon Energy Production Company, LP (6137)

Central Tank Battery: Aleutian 10 Central Tank Battery 3

Central Tank Battery Location: Units N O Section 10, Township 23 South, Range 31 East

Gas Title Transfer Meter Location: Units N O Section 10, Township 23 South, Range 31 East

### Pools

Pool Name	Pool Code
JAMES RANCH; BONE SPRING	33840
LIVINGSTON RIDGE; BONE SPRING	39350

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

Lease	UL or Q/Q	S-T-R
NMNM 081953	W/2, W/2 E/2	3-23S-31E
NMNM 077046	C D E F J L M O	10-23S-31E
NMNM 121955	B G K N	10-23S-31E
NMNM 405444	E/2	15-23S-31E
NMNM 405444A	E/2	22-23S-31E
NMNM 418220A	E/2	27-23S-31E
CA Bone Spring NMNM 141293	W/2	15-23S-31E
	W/2	22-23S-31E
	W/2	27-23S-31E

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool Code
30-015-46964	Aleutian 10 3 Federal Com #211H	W/2 W/2	3-23S-31E	39350
		W/2 W/2	10-23S-31E	
30-015-46965	Aleutian 10 3 Federal Com #212H	E/2 W/2	3-23S-31E	39350
		E/2 W/2	10-23S-31E	
30-015-46966	Aleutian 10 3 Federal Com #213H	W/2 E/2	3-23S-31E	39350
		W/2 E/2	10-23S-31E	
30-015-47060	Maldives 15 27 Federal Com #233H	W/2	15-23S-31E	33840
		W/2	22-23S-31E	
		W/2	27-23S-31E	
30-015-47061	Maldives 15 27 Federal Com #234H	E/2	15-23S-31E	33840
		E/2	22-23S-31E	
		E/2	27-23S-31E	
30-015-47084	Maldives 15 27 Federal Com #235H	E/2	15-23S-31E	33840
		E/2	22-23S-31E	
		E/2	27-23S-31E	
30-015-47062	Maldives 15 27 Federal Com #236H	E/2	15-23S-31E	33840
		E/2	22-23S-31E	
		E/2	27-23S-31E	

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit B

Order: **PLC-754**  
Operator: **Devon Energy Production Company, LP (6137)**

### Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring BLM	W/2 W/2	3-23S-31E	319.67	A
	W/2 W/2	10-23S-31E		
CA Bone Spring BLM	E/2 W/2	3-23S-31E	319.59	B
	E/2 W/2	10-23S-31E		
CA Bone Spring BLM	W/2 E/2	3-23S-31E	319.53	C
	W/2 E/2	10-23S-31E		
CA Bone Spring BLM	E/2	15-23S-31E	960	D
	E/2	22-23S-31E		
	E/2	27-23S-31E		

### Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 081953	W/2 W/2	3-23S-31E	159.67	A
NMNM 077046	W/2 W/2	10-23S-31E	160	A
NMNM 081953	E/2 W/2	3-23S-31E	159.59	B
NMNM 077046	E/2 NW/4	10-23S-31E	80	B
NMNM 121955	E/2 SW/4	10-23S-31E	80	B
NMNM 081953	W/2 E/2	3-23S-31E	159.53	C
NMNM 121955	W/2 NE/4	10-23S-31E	80	C
NMNM 077046	W/2 SE/4	10-23S-31E	80	C
NMNM 405444	E/2	15-23S-31E	320	D
NMNM 405444A	E/2	22-23S-31E	320	D
NMNM 418220A	E/2	27-23S-31E	320	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 21600

**CONDITIONS**

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 21600
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

**CONDITIONS**

Created By	Condition	Condition Date
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.	10/13/2021