



April 22, 2021

<u>CERTIFIED MAIL</u> <u>RETURN RECEIPT REQUESTED</u>

Interest Owners

Re: Central Tank Battery Boundary Raider 6 CTB 3

Sec., T, R: Lot 2 OF S6, T23S, R32E

Lease: NMNM063994, NMNM62223, NMNM86151, NMNM13206, NMNM18848, NMNM559539

Pool: [98296] WC-025 G-09 S223219D;WOLFCAMP [98248]WC-025 G-08S243217P;UPRWOLFCAMP

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 BOUNDARY RAIDER 6-7 FED COM 611H-3002547569 | LOCATION D-06-23S-32E | Lot: 4 235 FNL | 740 FWL | RESERVOIR NAME [98296] WC-025 G-09 S223219D; WOLFCAMP |
|--|--------------------------|----------------|----------|--|
| BOUNDARY RAIDER 6-7 FED COM 711H- 3002547571 | D-06-23S-32E | Lot: 4 235 FNL | 770 FWL | [98296] WC-025 G-09 S223219D; WOLFCAMP |
| BOUNDARY RAIDER 6-18 FED COM 712H- 3002547706 | C-06-23S-32E | Lot: 3 250 FNL | 2435 FWL | [98248] WC-025 G-08 S243217P; UPR WOLFCAMP |
| BOUNDARY RAIDER 6-7 FED COM 612H-3002547570 | C-06-23S-32E | Lot: 3 250 FNL | 2405 FWL | [98296] WC-025 G-09 S223219D; WOLFCAMP |

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@dvn.com
Devon Energy Center-Tower

333 West Sheridan Avenue Oklahoma City OK 73102-5015

Enclosure

| RECEIVED: | REVIEWER: | TYPE: | APP NO: | |
|---|--|---|---|--|
| | | ABOVE THIS TABLE FOR OCD DI | TISION USE ONLY | |
| | - Geologia | co OIL CONSERVA cal & Engineering ancis Drive, Santa | ATION DIVISION Bureau – | O MEN TO SERVICE OF THE SERVICE OF T |
| | | ATIVE APPLICATION | | |
| THIS | | L ADMINISTRATIVE APPLICA QUIRE PROCESSING AT THE | TIONS FOR EXCEPTIONS TO DIVISIC DIVISION LEVEL IN SANTA FE | n Rules and |
| | on Energy Production | | OGRID Nur | nber: <u>6137</u> |
| | attachments for mu | | | |
| | <u>/C-025 G-09 S223219</u> I | | Pool Code: | |
| [98248]W SUBMIT ACCUR | C-025 G-08S243217P; ATE AND COMPLETE INF | UPRWOLFCAMP ORMATION REQUII INDICATED BELO | RED TO PROCESS THE TYP W | PE OF APPLICATION |
| A. Location | CATION: Check those – Spacing Unit – Simult NSL □ NSP _{(PR} | aneous Dedication | | |
| [1] Com [| ne only for [1] or [11] mingling – Storage – M DHC □CTB ☑PI ction – Disposal – Pressu WFX □PMX □SN | LC PC O Ire Increase - Enha | nced Oil Recovery | FOR OCD ONLY |
| A. Offset B. Royal C. Appli D. Notific E. Notific F. Surfac G. For al | A REQUIRED TO: Check operators or lease holity, overriding royalty or cation requires published ation and/or concurred cation and/or concurred to the above, proof optice required | ders wners, revenue ow ed notice ent approval by SLo ent approval by BL | ners | Notice Complete Application Content Complete |
| administrative understand th | approval is accurate | and complete to tl ken on this applica | omitted with this applica ne best of my knowledo tion until the required ir | ge. I also |
| N | ote: Statement must be comple | ted by an individual with | managerial and/or supervisory | capacity. |
| | | | | |
| | | | 4/22/2021 Date | |
| Jenny Harms | | | Date | |
| Print or Type Name | | | | |
| | | | <u>405-552-6560</u> Phone Number | |
| Senny Ha | unw | | | |
| Signature | | | <u>jenny.harms@dvn.cor</u> e-mail Address | <u>n</u> |

<u>District I</u> 1625 N. French Drive, Hobbs, NM 88240 <u>District II</u> 811 S. First St., Artesia, NM 88210

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 I | Energy Production (| Co., L.P. | | , | | | | |
| OPERATOR ADDRESS: 333 W S | Sheridan Avenue, (| Oklahoma City, OK | 73102 | | | | | |
| | ng 🔲 Pool and Lease (| Commingling Off-Lease | Storage and Measu | rement (Only if not Surface | e Commingled) | | | |
| ☐ 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 ☐ Yes ☐ No | | d office (SLO) been not | ified in writing | of the proposed commi | ingling | | | |
| (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 | | | | | | | | |
| | | | | 1 | | | | |
| | | | | | | | | |
| | | | | | | | | |
| (2) Are any wells producing at top allow | | | | | | | | |
| (3) Has all interest owners been notified (4) Measurement type: Metering (5) Will commingling decrease the value | Other (Specify) | | XYes ☐No. | ing should be approved | | | | |
| | | SE COMMINGLINGS with the following in | | | | | | |
| Pool Name and Code. Is all production from same source of Has all interest owners been notified b Measurement type: | supply? Yes | Io | XYes □N | ío | | | | |
| | | LEASE COMMIN | | | | | | |
| (1) Complete Sections A and E. | | | | | | | | |
| (| , | ORAGE and MEA | | | | | | |
| | | ets with the following | information | | | | | |
| (1) Is all production from same source of(2) Include proof of notice to all interest | 11 , — — | 10 | | | | | | |
| (E) A | DDITIONAL INFO | ORMATION (for all | application ty | ypes) | | | | |
| . , | | ts with the following in | | | | | | |
| (1) A schematic diagram of facility, included (2) A plat with lease boundaries showing (3) Lease Names, Lease and Well Number | all well and facility locat | ions. Include lease number | ers if Federal or Sta | ate lands are involved. | | | | |
| I hereby certify that the information above | | e best of my knowledge an | d belief. | | | | | |
| SIGNATURE: | | ITLE: Regulatory Special | | | | | | |
| TYPE OR PRINT NAME Jenny Harms | | | TEL | EPHONE NO.: 405-552 | 2-6560 | | | |
| F-MAII ADDRESS: ienny.harms@dvn.co | m | | | | | | | |

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

43 CFR 3173.14 (a)(1)(i-iv)

- (1) The proposed commingling includes production from more than one:
 - (i) Federal lease, unit PA, or CA, where each lease, unit PA, or CA proposed for commingling has 100 percent Federal mineral interest, the same fixed royalty rate and, and the same revenue distribution;

Proposal for BOUNDARY RAIDER 6 CTB 3:

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

| | | | | LEASES- ALL 12 | E% | | | | |
|------------------------|-----------|-------------------|----------------|----------------|-----------|----------|----------|----------|-----------|
| | | | RESERVOI | LLASLS- ALL 12 | .3/0 | | | | |
| WELL NAME | API | LOCATION | R NAME | | | | | | |
| WELL INVIOLE | AII | LOCATION | [98296] | | | | | | |
| | | D-06-23S- | WC-025 G- | | | | | | |
| BOUNDARY | | 32E | 09 | | | | | | |
| RAIDER 6-7 | | Lot: 4 235 | S223219D; | | | | | | |
| FED COM | 300254756 | FNL | WOLFCAM | NMNM06399 | | NMNM8615 | | | |
| 611H | 9 | 740 FWL | P | 4 | NMNM62223 | 1 | | | |
| | | | [98296] | | | | | | |
| | | D-06-23S- | WC-025 G- | | | | | | |
| BOUNDARY | | 32E | 09 | | | | | | |
| RAIDER 6-7 | | Lot: 4 235 | S223219D; | | | | | | |
| FED COM | 300254757 | FNL | WOLFCAM | NMNM06399 | | NMNM8615 | | | |
| 711H | 1 | 770 FWL | P | 4 | NMNM62223 | 1 | | | |
| | | | [98248] | | | | | | |
| | | | WC-025 G- | | | | | | |
| | | C-06-23S- | 08 | | | | | | |
| BOUNDARY | | 32E | S243217P; | | | | | | |
| RAIDER 6-18 FED COM | 300254770 | Lot: 3 250 FNL | UPR WOLFCAM | NMNM06399 | NMNM13206 | NMNM6222 | NMNM8615 | NMNM1884 | NMNM55953 |
| 712H | 6 | 2435 FWL | P | 4 | 7 | 3 | 1 | 8 | 9 |
| 71211 | 0 | 2433 FVVL | [98296] | 4 | , | 3 | 1 | 0 | 9 |
| | | C-06-23S- | WC-025 G- | | | | | | |
| BOUNDARY | | 32E | 09 | | | | | | |
| RAIDER 6-7 | | Lot: 3 250 | S223219D; | | | | | | |
| FED COM | 300254757 | FNL | WOLFCAM | NMNM06399 | NMNM13206 | NMNM6222 | NMNM8615 | | |
| 612H | 0 | 2405 FWL | P | 4 | 7 | 3 | 1 | | |

CA:

Attached is the proposed federal CA allocation method for each lease in the CA's.

Boundary Raider 6-18 Federal Com 712H- Wolfcamp Formation Lot 2 (39.71), SW/4 NE/4, W/2 SE/4 of Section 6, W/2 E/2 of Section 7, and W/2 E/2 of Section 18, Township 23 South, Range 32 East, Lea County, New Mexico

Boundary Raider 6-7 Federal Com 611H, Boundary Raider 6-7 Federal Com 711H, Boundary Raider 6-7 Federal Com 612H-Wolfcamp Formation Lot 3 (39.81), Lot 4 (45.31), Lot 5 (45.56), Lot 6 (45.72), Lot 7 (45.88), SE/4 NW/4, and E/2 SW/4 of Section 6-23S-32E and Lot 1 (45.96), Lot 2 (45.98), Lot 3 (45.98), Lot 4 (46.00), and E/2 W/2 of Section 7-23S-32E, Lea County, New Mexico

Oil & Gas metering:

The Boundary Raider 6 CTB 3, is located in Lot 2 OF S6, T23S, R32E in Lea County, New Mexico.

Each well flows to its own 3-Phase Separator where the full well stream is separated into independent gas, oil, and water streams.

3-Phase gas flows through an independent and designated orifice meter for rate allocation. The gas then flows into a manifold where it is combined with gas from other 3-Phases. The combined stream flows into the 2-Phase Separator(s) for further conditioning. The conditioned gas stream flows through an orifice meter(s) for Federal Measurement Point/Sales/Royalty Payment.

3-Phase oil flows through an independent and designated Coriolis meter for rate allocation. The oil then flows into a manifold where it is combined with oil from other 3-Phases. The combined stream flows into the Heater Treater(s) and then ULPS(s) for further conditioning and then into one of the oil tanks for storage. The stored oil is pumped into a LACT unit for Federal Measurement Point/Sales/Royalty Payment.

Flash gas from oil conditioning is recovered using compression (VRU). The recovered gas flows through a designated orifice meter for rate allocation.

3-Phase water flows through an independent and designated magnetic meter for rate allocation. The water then flows into a manifold where it is combined with water from other 3-Phases. The combined stream flows into the Gun Barrel(s) for further conditioning and then into one of the water tanks for storage.

The central tank battery has three oil tanks and three water tanks that all wells utilize. All wells have one common gas delivery point(s) on location and one common oil delivery point(s) (LACT) on or directly adjacent to location.

Secondary recovery will utilize recycled or buyback gas for gas lift. The gas is compressed and flows through and individual orifice meter to each wellhead.

| Well Name | Individual Meters | | | | | | |
|-----------------------------------|-------------------|----------------|------------------|--|--|--|--|
| Wen Name | Gas Allocation | Oil Allocation | Water Allocation | | | | |
| BOUNDARY RAIDER 6-7 FED COM 611H | DVN / * | DVN / * | DVN/* | | | | |
| BOUNDARY RAIDER 6-18 FED COM 712H | DVN / * | DVN / * | DVN/* | | | | |
| BOUNDARY RAIDER 6-7 FED COM 711H | DVN / * | DVN / * | DVN/* | | | | |
| BOUNDARY RAIDER 6-7 FED COM 612H | DVN / * | DVN / * | DVN/* | | | | |
| Common Meters | | | | | | | |
| VRU Allocation | DVN / * | | | | | | |
| Gas FMP | DCP / * | | | | | | |

ENLINK / *

Meter Owner / Serial Number:

Oil FMP

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

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.

Allocation Methodology

PRORATED ALLOCATION

GAS ALLOCATION

Each well has a Wellhead Allocation (WH ALLOC) meter and a Gas Lift Injection (GL INJ) meter. The CTB has a commingled gas Meter (BATT ALLOC or 3rd Party Sales) that measures the volume of gas that leaves the CTB, this meter would be considered the FMP. Any Buy Back meter that measures off-lease gas coming on lease used for gas lift injection from the gathering line would be considered an FMP.

- 1. Buyback is the volume of off-lease gas used for gas lift, compression fuel, and well injection.
- Net Well Production is base amount of production not used for gas lift and is calculated by subtracting gas lift injection (GL INJ) volume from the wellhead allocation (WH ALLOC) meter reading.
- 3. Lease use gas is allocated by theoretical % for each well * total amount of lease use volume.
- 4. Theoretical % used for the allocation of production/sales is calculated by dividing the Net Well Production volume for each well into the sum of the Net Well Production.
- 5. Net CTB Gas is Battery Allocation (BATT ALLOC) or 3rd Party Sales meter measuring commingled CTB gas less any Buy Back. All off lease Buy Back will be metered as an FMP and netted out of the BATT ALLOC FMP metered volume to derive both the Total Net FMP and total Net CTB production.
- 6. Theoretical % for each well is multiplied by the Net CTB Gas.
- 7. HP Flare is volume of gas flared from the CTB, allocated to wells by Theoretical % for each well * HP FL volume.
- 8. VRU measures the gas that flashes from the ultra-low-pressure separator (ULPS) and is piped in upstream of the commingled CTB BATT ALLOC meter. The VRU volume will be allocated based on the same allocation methodology applied for WH ALLOC allocated gas.
- 9. Allocated Production is all gas produced by CTB and is calculated by adding Total Net FMP Volumes+ HP Flare + Lease Use.

OIL ALLOCATION

Each well has an oil meter measuring the volume of oil produced by the well. This volume is used as the allocation point to prorate Allocated Production and Total Sales Volume (FMP) back to each well.

- 1. Allocated production is volume of oil produced by the CTB and is calculated by Ending Tank Inventory + Pipeline LACT (FMP) Beginning Tank Inventory.
- 2. Available oil for sale is calculated by Pipeline LACT (FMP) + Beginning Tank Inventory.
- 3. Theoretical % is calculated by dividing each oil meter volume into the sum of oil meters.
- 4. The Theoretical % available for sale is the well sales available divided by the total available sales.
- 5. Total Sales Volume is the volume of oil sold through the FMP meter
- 6. Beginning Inventory comes from previous accounting period's Ending Inventory for each well.
- 7. Ending Inventory for each well is calculated by multiplying the theoretical production % by total ending inventory.

WATER ALLOCATION

Each well has a water meter measuring the volume of water produced by the well. This volume is used as the allocation point to prorate Allocated Production and Total Transferred Volume back to each well.

- 1. CTB Allocated production is volume of water produced by the CTB and is calculated by Ending Tank Inventory + Water Transfer Beginning Tank Inventory.
- 2. CTB Available Water to Transfer is calculated by Water Transfer + Tank Inventory.
- 3. Theoretical % is calculated by dividing each water meter volume into the sum of the water meters.
- 4. The Theoretical % available for transfer for each well is the well production available divided the total Available water.
- 5. Total Transfer Volume is the volume of water metered by the water transfer meter.
- 6. Beginning Inventory comes from previous accounting period's allocated Ending Inventory for each well.
- 7. Ending Inventory for each well is calculated by multiplying the theoretical production % by total ending inventory.

Received by OCD: 5/10/2021 8:37:51 AM

Proposed Federal CA's with lease numbers and allocation percentages per lease

| | Troposed reacid ext s with lease numbers and anotation persentages per lease | | | | | | | |
|------|--|-----------|-----------|-------------|------------|--|--|--|
| | | Tract 1 | Tract 2 | Tract 3 | Tract 4 | | | |
| | TOTAL ACRES | NMNM63994 | NMNM62223 | NMNM 132067 | NMNM 86151 | | | |
| CA 1 | | | | | | | | |
| | 100 | 50% | 26% | 12% | 25% | | | |
| | 686.2 | 342.28 | 177.92 | 80 | 86 | | | |

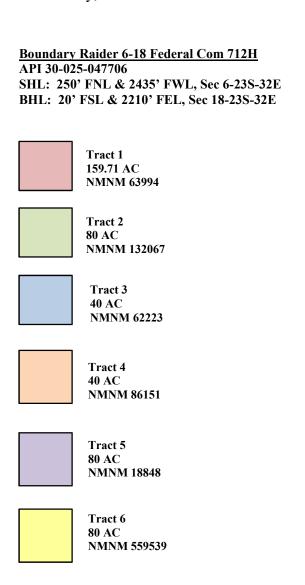
Boundary Raider 6-7 Federal Com 611H Boundary Raider 6-7 Federal Com 711H Boundary Raider 6-7 Federal Com 612H

| | | | | | | | Tract 6 |
|------|-------------|-----------|------------|------------|------------|------------|---------|
| | | Tract 1 | Tract 2 | Tract 3 | Tract 4 | Tract 5 | |
| | | | | | | | NMNM |
| | TOTAL ACRES | NMNM63994 | NMNM132067 | NMNM 62223 | NMNM 86151 | NMNM 18848 | 559539 |
| CA 2 | | | | | | | |
| | 100 | 33% | 17% | 8% | 8% | 17% | 17% |
| | 479.71 | 159.71 | 80 | 40 | 40 | 80 | 80 |

Boundary Raider 6-18 Federal Com 712H

EXHIBIT "A"

Plat of communitized area covering **479.71** acres in Lot 2 (39.71), SW/4 NE/4, W/2 SE/4 of Section 6, W/2 E/2 of Section 7, and W/2 E/2 of Section 18, Township 23 South, Range 32 East, Lea County, New Mexico



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| 18 | | | |
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| | | <u> </u> | |

EXHIBIT "A"

To Communitization Agreement dated July 1, 2020 embracing the following described land in Lot 3 (39.81), Lot 4 (45.31), Lot 5 (45.56), Lot 6 (45.72), Lot 7 (45.88), SE/4 NW/4, and E/2 SW/4 of Section 6 and Lot 1 (45.96), Lot 2 (45.98), Lot 3 (45.98), Lot 4 (46.00), and E/2 W/2 of Section 7, Township 23 South, Range 32 East, Lea County, New Mexico.

API 30-025-47571

Boundary Raider 6-7 Federal Com 711H

SHL: 235' FNL & 770' FWL, Sec 6-23S-32E

BHL: 20' FSL & 1450' FWL, Sec 7-23S-32E

Boundary Raider 6-7 Federal Com 611H

API 30-025-47569

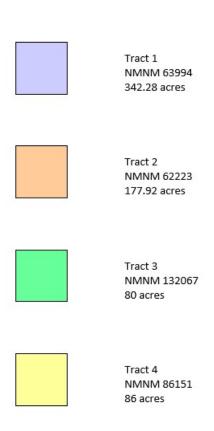
SHL: 235' FNL & 740' FWL, Sec 6-23S-32E

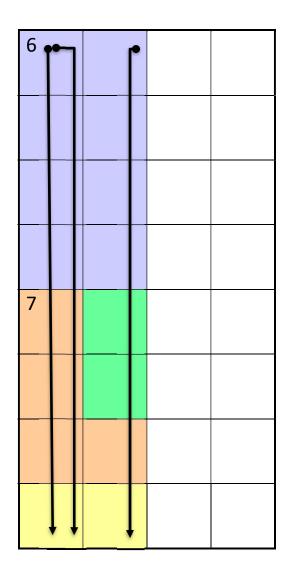
BHL: 20' FSL & 550' FWL, Sec 7-23S-32E

Boundary Raider 6-7 Federal Com 612H

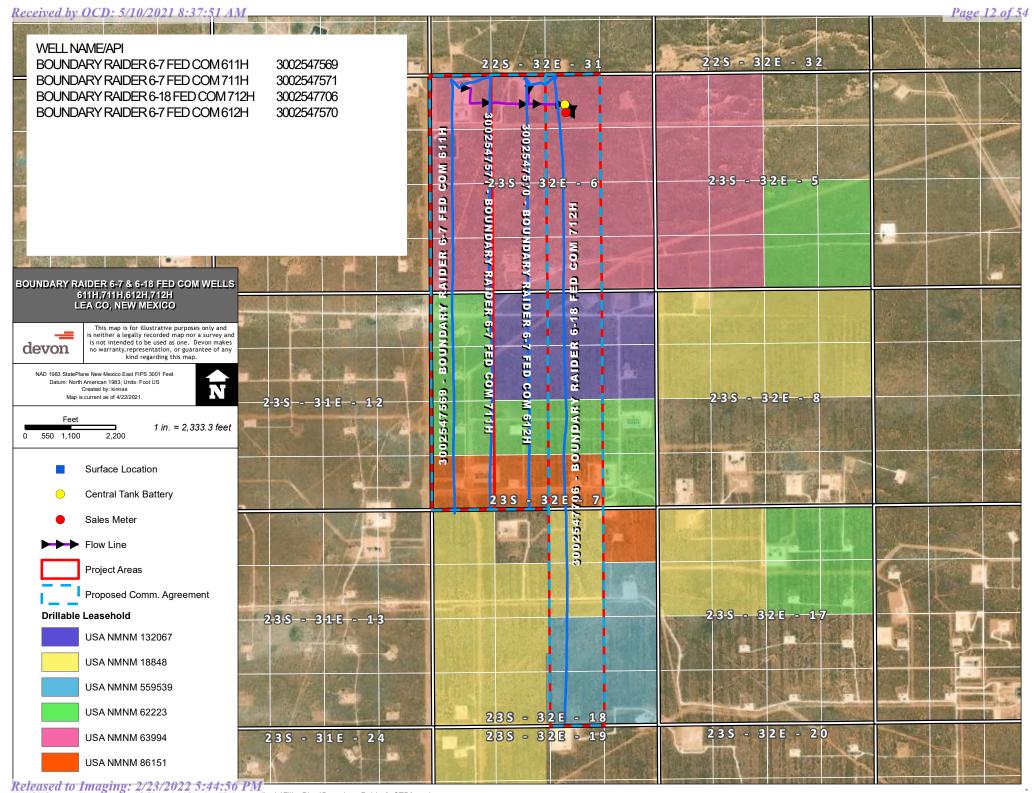
API: 30-025-47570

SHL: 250' FNL & 2405' FWL, Sec 6-23S-32E BHL: 20' FWL & 2350' FWL, Sec 7-23S-32E





Boundary Raider 6-7 Fed Com 611H, 612H, and 711H



Economic Justification Report

BOUNDARY RAIDER 6 CTB 3

| | | | | Fed Lease 2 | | Fed | | | | | |
|------------------------------------|-------|------------------|--------------|-------------|--------------|-------|--------------|------|-------------------|-------|---------|
| Well Name & Number | Type | Fed Lease 1 | Royalty Rate | (if | Royalty Rate | Lease | Royalty Rate | BOPD | Oil Gravity @ 60° | MCFPD | Dry BTU |
| | | | | applicable) | | 3 | | | | | |
| BOUNDARY RAIDER 6-7 FED COM 611H | Sweet | NMNM105213-12.5% | | ALL 1 | 2.5% SEE AT | TACHN | 1ENTS | 690 | 46 | 1155 | 1382 |
| BOUNDARY RAIDER 6-7 FED COM 711H- | Sweet | NMNM105213-12.5% | | | | | | 715 | 46 | 2185 | 1401 |
| BOUNDARY RAIDER 6-18 FED COM 712H- | Sweet | NMNM105213-12.5% | | | | | | 1150 | 46 | 3500 | 1401 |
| BOUNDARY RAIDER 6-7 FED COM 612H- | Sweet | NMNM105213-12.5% | | | | | | 720 | 46 | 2080 | 1401 |
| | | | | | | | | | | | |
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Signed: Senny Hanno

Date: 2/8/2022

Printed Name: Jenny Harms Title: Regulatory Compliance Specialist

Economic Combined Production

| BOPD | Oil Gravity @ 60° | MCFPD | Dry BTU |
|--------|-------------------|--------|---------|
| 3275.0 | 46.0 | 8920.0 | 1398.5 |

There are no material quality differences in oil production from the wells in this application, therefore there will be no impact on the royalty value from an oil marketing perspective. The proposed commingling will reduce operating expenses, as well as, not adversely affect federal royalty income, production accountability, or the distribution of royalty.

| Tracking # | | AttentionTo | Address1 | City | Pogion | Country | PostalCode |
|--|---|--|--|---|----------------------------------|----------------------------------|--|
| | Delivered | SHARBRO ENERGY LLC ELIZABETH A BAKER AIF | PO BOX 840 | ARTESIA | NM | US | 88210 |
| | Delivered | ONRR ROYALTY MANAGEMENT PROGRAM | PO BOX 840 PO BOX 25627 | DENVER | CO | US | 80225 |
| | Delivered | OAK VALLEY MINERAL & LAND LP | PO BOX 50820 | MIDLAND | TX | US | 79710 |
| | Delivered | MCT ENERGY LTD | 550 W TEXAS STE 945 | MIDLAND | TX | US | 79710 |
| | | FLAVIAN OIL COMPANY | 8350 N CENTRAL EXPWY STE G100 | DALLAS | TX | US | 75206 |
| | Delivered | | | | | | |
| | Delivered | EOG RESOURCES INC | PO BOX 840321 | DALLAS | TX | US | 75284 |
| | Delivered | MW OIL INVESTMENT COMPANY | PO BOX 350010 | WESTMINSTER | CO | US | 80035 |
| | Delivered | T-BAR OIL & GAS LTD | PO BOX 247 | CRESTED BUTTE | CO | US | 81224 |
| | Delivered | FFF INC | PO BOX 20129 | SARASOTA | FL | US | 34276 |
| | Delivered | MORRIS E SCHERTZ | PO BOX 2588 | ROSWELL | NM | US | 88202 |
| | Delivered | BY ROYALTY LTD CO STEPHANIE A NORIEGA-GARCIA AIF | 327 W MAIN | ARTESIA | NM | US | 88210 |
| 9405509898642680487550 | Delivered | ROLLA R HINKLE II | PO BOX 2292 | ROSWELL | NM | US | 88202 |
| 9405509898642059087442 | Delivered | MAP RESOURCES INC | PO BOX 2836 | MIDLAND | TX | US | 79702 |
| 9405509898642680489677 | Delivered | NUEVO SEIS LP | PO BOX 2588 | ROSWELL | NM | US | 88202 |
| 9405509898642680490499 | Delivered | RICHARDSON MINERAL & ROYALTY LLC | PO BOX 2423 | ROSWELL | NM | US | 88202 |
| 9405509898642059088579 | Delivered | POST OAK CROWN IV LLC | 5200 SAN FELIPE | HOUSTON | TX | US | 77056 |
| 9405509898642680506268 | Delivered | CROWN OIL PARTNERS LP | BOX 50820 | MIDLAND | TX | US | 79710 |
| | Delivered | COLLINS & JONES INVESTMENTS LLC | 508 W WALL STE 1200 | MIDLAND | TX | US | 79701 |
| | Delivered | GERARD G VAVREK | 1521 2ND APT 1604 | SEATTLE | WA | US | 98101 |
| | Delivered | JESSE A FAUGHT JR | BOX 52603 | MIDLAND | TX | US | 79710 |
| | Delivered | H JASON WACKER | 5601 HILLCREST | MIDLAND | TX | US | 79710 |
| | Delivered | DAVID W CROMWELL | 2008 COUNTRY CLUB DR MIDLAND | MIDLAND | TX | US | 79701 |
| | Delivered | SHARBO ENERGY LLC HANNAH PALOMIN AIF | PO BOX 840 | ARTESIA | NM | US | 88211 |
| | Delivered | | | | NM | | |
| | | F ANDREW GROOMS SSP TRUST F ANDREW GROOMS TRUSTEE U-A-D 03-24-2014 | PO BOX 2990 | RUIDOSO | | US | 88355 |
| | Delivered | EILEEN M GROOMS TTEE OF EMG REVOCABLE TRUST | 1000 4 4TH ST | ROSWELL | NM | US | 88201 |
| | Delivered | MAVROS MINERALS II LLC | BOX 50820 | MIDLAND | TX | US | 79710 |
| | Delivered | POST OAK CROWN IV-B LLC | 5200 SAN FELIPE | HOUSTON | TX | US | 77056 |
| | Delivered | CEP MINERALS LLC | BOX 50820 | MIDLAND | NM | US | 79710 |
| | Delivered | LMC ENERGY LLC | 550 W TEXAS STE 945 | MIDLAND | NM | US | 79701 |
| | Delivered | KALEB SMITH | 2501 LUBBOCK AVE | FORT WORTH | TX | US | 76109 |
| 9405509898642680518346 | Delivered | DEANE DURHAM | 3603 TRINITY MEADOWS PL | MIDLAND | TX | US | 79707 |
| 9405509898642680518834 | Delivered | MIKE MOYLETT | 2506 TERRACE AVE | MIDLAND | TX | US | 79705 |
| 9405509898642680836402 | Delivered | MOTOWI LLC | P O BOX 350010 | COLORADO | СО | US | 80035 |
| 9405509898642680837010 | Delivered | SANTA ELENA MINERALS V LP | PO BOX 2064 | WESTMINSTER | CO | US | 79702 |
| 9405509898642680837829 | Delivered | DRAGOON CREEK MINERALS LLC | PO BOX 470857 | FORT WORTH | TX | US | 76147 |
| 9405509898642059335970 | Delivered | PEGASUS RESOURCES NM LLC | PO BOX 735082 | DALLAS | TX | US | 75373 |
| 9405509898642059336762 | Delivered | ONRR ROYALTY MANAGEMENT PROGRAM | PO BOX 25627 | DENVER | СО | US | 80225 |
| 9405509898642680842960 | Delivered | OAK VALLEY MINERAL & LAND LP | PO BOX 50820 | MIDLAND | TX | US | 79710 |
| 9405509898642680843479 | Delivered | MCT ENERGY LTD | 550 W TEXAS STE 945 | MIDLAND | TX | US | 79701 |
| | Delivered | T-BAR OIL & GAS LTD | PO BOX 247 | CRESTED BUTTE | со | US | 81224 |
| | Delivered | ANDRA COCCIMIGLIO | PO BOX 712091 | SALT LAKE CITY | UT | US | 84171 |
| | Delivered | MORRIS E SCHERTZ | PO BOX 2588 | ROSWELL | NM | US | 88202 |
| | Delivered | THE OAKASON JR CO LC BANK OF AMERICA NA AGENT | PO BOX 840738 | DALLAS | TX | US | 75284 |
| | Delivered | NUEVO SEIS LP | PO BOX 2588 | ROSWELL | NM | US | 75284 88202 |
| J-0JJ0J0J0J004Z00U04D01Z | Delivereu | JEAN C OAKASON MEMORIAL LLC DAVID L PATTERSON & LANI ABERCROMBIE MANAGERS % | 1 O DON 2300 | NOSVVELL | IVIVI | 03 | 00202 |
| 0405500000643600047057 | Doliver- | | 2019 E VSEL DB | CANDY | UT | US | 04000 |
| | Delivered | LANI ABERCROMBIE AGENT | 3018 E KSEL DR | SANDY | | | 84092 |
| | | CROWN OIL PARTNERS LP | PO BOX 50820 | MIDLAND | TX | US | 79710 |
| | Delivered | COLLINS & JONES INVESTMENTS LLC | 1521 2ND AVE APT 1604 | MIDLAND | TX | US | 79701 |
| | Delivered | GERARD G VAVREK | 1521 2ND AVE APT 1604 | SEATTLE | WA | US | 98101 |
| 9405509898642680848597 | Delivered | INNERARITY FAMILY MINERALS LLC | PO BOX 313 | MIDLAND | TX | US | 79702 |
| | | JUSTIN T CRUM | PO BOX 3598 | ROSWELL | NM | US | 88202 |
| 9405509898642059345559 | Delivered | | | | | US | 75225 |
| 9405509898642059345559 9405509898642680849563 | Delivered | TD MINERALS LLC | 8111 WESTCHESTER DR STE 900 | DALLAS | TX | | |
| 9405509898642059345559 9405509898642680849563 | | | | DALLAS MIDLAND | TX TX | US | 79710 |
| 9405509898642680849563 9405509898642680849563 9405509898642680865341 | Delivered | TD MINERALS LLC | 8111 WESTCHESTER DR STE 900 | | TX TX | | |
| 9405509898642059345559 9405509898642680849563 9405509898642680865341 9405509898642059356821 | Delivered Delivered | TD MINERALS LLC MAVROS MINERALS II LLC | 8111 WESTCHESTER DR STE 900 PO BOX 50820 | MIDLAND | TX | US | 79710 |
| 9405509898642059345559 9405509898642680849563 9405509898642680865341 9405509898642059356821 9405509898642680866911 | Delivered Delivered Delivered | TD MINERALS LLC MAVROS MINERALS II LLC POST OAK CROWN IV-B LLC | 8111 WESTCHESTER DR STE 900 PO BOX 50820 5200 SAN FELIPE | MIDLAND HOUSTON | TX TX | US US | 79710 77056 |
| 9405509898642059345559 9405509898642680849563 9405509898642680865341 9405509898642059356821 9405509898642680865911 9405509898642680867598 | Delivered Delivered Delivered Delivered | TD MINERALS LLC MAVROS MINERALS II LLC POST OAK CROWN IV-B LLC PEGASUS RESOURCES LLC | 8111 WESTCHESTER DR STE 900 PO BOX 50820 5200 SAN FELIPE PO BOX 470698 | MIDLAND HOUSTON FORT WORTH | TX TX TX | US US US | 79710 77056 76147 |
| 9405509898642059345559 9405509898642680849563 9405509898642680865341 9405509898642059356821 9405509898642680866911 9405509898642680866911 9405509898642680867598 | Delivered Delivered Delivered Delivered Delivered | TD MINERALS LLC MAVROS MINERALS II LLC POST OAK CROWN IV-B LLC PEGASUS RESOURCES LLC MCMULLEN MINERALS LLC | 8111 WESTCHESTER DR STE 900 PO BOX 50820 5200 SAN FELIPE PO BOX 470698 PO BOX 470857 | MIDLAND HOUSTON FORT WORTH FORT WORTH | TX TX TX TX | US US US US | 79710 77056 76147 76147 |
| 9405509898642680849563 9405509898642680849563 9405509898642680865341 9405509898642680866911 9405509898642680866911 9405509898642680867598 9405509898642680868212 | Delivered Delivered Delivered Delivered Delivered Delivered Delivered | TD MINERALS LLC MAVROS MINERALS II LLC POST OAK CROWN IV-B LLC PEGASUS RESOURCES LLC MCMULLEN MINERALS LLC MOTOWI LLC | 8111 WESTCHESTER DR STE 900 PO BOX 50820 5200 SAN FELIPE PO BOX 470698 PO BOX 470857 PO BOX 350010 | MIDLAND HOUSTON FORT WORTH FORT WORTH WESTMINSTER | TX TX TX TX CO | US US US US US | 79710 77056 76147 76147 80035 |
| 9405509898642059345559 9405509898642680849563 9405509898642680865341 9405509898642059356821 9405509898642680866911 9405509898642680867598 9405509898642680868861 9405509898642680868861 | Delivered Delivered Delivered Delivered Delivered Delivered Delivered Delivered | TO MINERALS LLC MAVROS MINERALS II LLC POST OAK CROWN IV-B LLC PEGASUS RESOURCES LLC MCMULLEN MINERALS LLC MOTOWI LLC PONY OIL OPERATING LLC JOHN PAUL MERRITT CEO GEORGE OVERBEY COO MERPEL LLC PONY OIL OPERATING LLC JOHN PAUL MERRITT CEO & GEORGE OVERBEY COO | 8111 WESTCHESTER DR STE 900 PO BOX 50820 5200 SAN FELIPE PO BOX 470698 PO BOX 470857 PO BOX 350010 4245 N CENTRAL EXPSWY STE 320 | MIDLAND HOUSTON FORT WORTH FORT WORTH WESTMINSTER DALLAS | TX TX TX TX CO TX | US US US US US US | 79710 77056 76147 76147 80035 75205 |
| 9405509898642059345559 9405509898642680865341 9405509898642680865341 9405509898642680865341 9405509898642680866911 9405509898642680866919 9405509898642680868212 9405509898642680868861 9405509898642680868660 | Delivered Delivered Delivered Delivered Delivered Delivered Delivered | TO MINERALS LLC MAVROS MINERALS II LLC POST OAK CROWN IV-B LLC PEGASUS RESOURCES LLC MCMULLEN MINERALS LLC MOTOWILLE PONY OIL OPERATING LLC JOHN PAUL MERRITT CEO GEORGE OVERBEY COO | 8111 WESTCHESTER DR STE 900 PO BOX 50820 5200 SAN FELIPE PO BOX 470698 PO BOX 470857 PO BOX 350010 | MIDLAND HOUSTON FORT WORTH FORT WORTH WESTMINSTER | TX TX TX TX CO | US US US US US | 79710 77056 76147 76147 80035 |

U.S. Department of the Interior BUREAU OF LAND MANAGEMENT



| Well Name | Well Number | US Well Number | Lease Number | Case Number | Operator |
|-----------|-------------|----------------|--------------|-------------|----------|
| BOUNDARY | 712H | 300254770600X1 | NMNM63994 | NMNM138278 | DEVON |
| BOUNDARY | 711H | 300254757100X1 | NMNM63994 | NMNM63994 | DEVON |
| BOUNDARY | 612H | 300254757000X1 | NMNM63994 | NMNM138277 | DEVON |
| BOUNDARY | 611H | 300254756900X1 | NMNM63994 | NMNM63994 | DEVON |

Notice of Intent

Type of Submission: Notice of Intent

Measurement

Date Sundry Submitted: 04/22/2021

Time Sundry Submitted: 02:08

Type of Action Commingling (Surface) and Off-Lease

Date proposed operation will begin: 04/21/2021

Procedure Description: Devon Energy Production Company, LP is requesting approval for a Lease/Pool Commingle and Off Lease Measurement. Proposal for BOUNDARY RAIDER 6 CTB 3, please see attachments.

Surface Disturbance

Is any additional surface disturbance proposed?: No

NOI Attachments

Procedure Description

DBBU_Commingling_Narative__BOUNDARY_RAIDER_6_CTB_3_4_22_2021_20210422140639.pdf

Page 1 of 2

Operator Certification

I certify that the foregoing is true and correct. Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction. Electronic submission of Sundry Notices through this system satisfies regulations requiring a submission of Form 3160-5 or a Sundry Notice.

Operator Electronic Signature: JENNY HARMS Signed on: APR 22, 2021 02:06 PM

Name: DEVON ENERGY PRODUCTION COMPANY LP

Title: Regulatory Compliance Professional **Street Address:** 333 West Sheridan Avenue

City: Oklahoma City State: OK

Phone: (405) 552-6560

Email address: jennifer.harms@dvn.com

| Field Representative | Fiel | d R | Repr | esen | tative |
|----------------------|-------------|-----|------|------|--------|
|----------------------|-------------|-----|------|------|--------|

| Repres | sei | ntat | ive | Nan | ne: | |
|--------|-----|------|-----|-----|-----|--|
| | | | | | | |

Street Address:

City: State: Zip

Phone:

Email address:

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

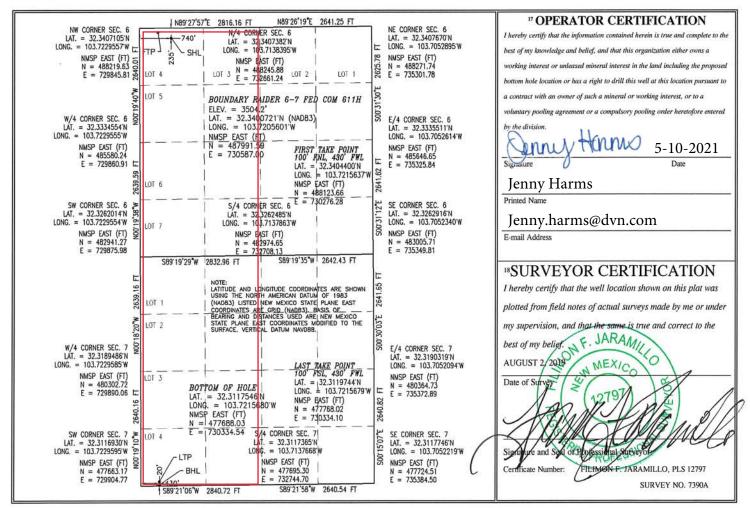
☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

| Number 69 | | [| | W | WC-025 G-09 S223219D; WOLFCAMP | | | | | | | |
|--------------|------------------|---|---------|--|--|--|--|--|--|--|--|--|
| e | | ⁶ Well Number 611H | | | | | | | | | | |
| | | DEV | ON ENER | | | | ⁹ Elevation 3504.2 | | | | | |
| | | | | ¹⁰ Surface | e Location | | | | | | | |
| ection 6 | Township 23 S | Range 32 E | Lot Idn | Feet from the 235 | North/South line NORTH | Feet from the 740 | East/West line WEST | County LEA | | | | |
| e | ection | ection Township | DEV | BOUNI DEVON ENER Township Range Lot Idn | BOUNDARY RAIDE **Operator* DEVON ENERGY PRODUCT **Surface* **Surface* **Example 1.0 Idn Feet from the continuous production Feet from the | BOUNDARY RAIDER 6-7 FED COM BOUNDARY RAIDER 6-7 FED COM Operator Name DEVON ENERGY PRODUCTION COMPAN Surface Location Township Range Lot Idn Feet from the North/South line Company Reserved Company Reserve | **Surface Location **Township Range Lot Idn Feet from the North/South line Feet from the Nor | [98296] WC-025 G-09 S223219D;WOLFCAMP **Property Name BOUNDARY RAIDER 6-7 FED COM **Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P. **Surface Location** **Surface Location** **Township Range Lot Idn Feet from the North/South line Feet from the East/West line **Township Range Lot Idn Feet from the North/South line Feet from the Last/West line **Township Range Lot Idn Feet from the North/South line Feet from the Last/West line **Township Range Lot Idn Feet from the North/South line Feet from the Last/West line **Township Range Lot Idn Feet from the North/South line Feet from the Last/West line **Township Range Lot Idn Feet from the North/South line Feet from the Last/West line **Township Range Lot Idn Feet from the North/South line Feet from the Last/West line **Township Range Lot Idn Feet from the North/South line Feet from the Last/West line **Township Range Lot Idn Feet from the North/South line Feet from the Last/West line **Township Range Lot Idn Feet from the North/South line Feet from the Last/West line **Township Range Lot Idn Feet from the North/South line Feet from the Last/West line **Township Range Lot Idn Feet from the Range Lo | | | | |

| - | U | 23 3 | 32 15 | | 233 | NORTH | 740 | WEST | LLA |
|--------------------------------------|-----------|-----------------|-----------------------------|---------|------------------|---------------------------|-------------------|------------------------|---------------|
| | | | п В | ottom H | ole Location | If Different Fr | om Surface | - | |
| UL or lot no. | Section 7 | Townshi 23 S | Range 32 E | Lot Idn | Feet from the 20 | North/South line SOUTH | Feet from the 430 | East/West line WEST | County LEA |
| ² Dedicated Acre 686.2 | 3 Joint | or Infill | ¹⁴ Consolidation | n Code | , | | 15 Order No. | | |

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



| Intent | x | As Drill | ed | | | | | | | | | |
|-------------|----------------------|-----------------|---------------------|----------|--------------------|------------------------|---------------|-----------------|----------------|-------------------|-------------------|----------------|
| API# | 30-025-4 | 7569 |] | | | | | | | | | |
| Ope | rator Nan | ne: | 1 | | | Property | y Name: | : | | | | Well Number |
| DEV | ON ENE | RGY PROI | OUCTION | I CO., | L.P. | В | OUND | ARY RAID | ER 6-7 | 7 FED | сом | 611H |
| Kick C | Off Point (| KOP) | | | | | | | | | | |
| UL | Section 6 | Township 23S | Range 32E | Lot 4 | Feet 50 FNL | | m N/S | Feet 430 FW | | n E/W | County | |
| Latitu 32.3 | | 00 | | 1 | Longitu | | 100 | 1 | | | NAD 83 | |
| First T | ake Poin | t (FTP) | | | | | | | | | , | |
| UL | Section 6 | Township 23S | Range 32E | Lot 4 | Feet 100 | Fro NC | m N/S DRTH | Feet 430 | Fron WE | n E/W | County LEA | |
| Latitu | ide 32.340 | 4400 | | <u> </u> | Longitu | ngitude 103.7215637 | | | | | | <u> </u> |
| Last T | ake Point | Township | Range | Lot | Feet | From N/ | S Fee | | m E/W | Count | ty | |
| Latitu | | 235 | 32Ĕ | 4 | Longitu | | | | EST | LEA NAD | ດາ | |
| | 32.3. | 119744 | | | | 103.7 | 21567 | 9 | | | 83 | |
| | | defining w | ell for the | Horizo | ontal Spa | icing Unit | ? [| YES | | | | |
| | ng Unit. | olease prov | ide API i | f availa | able, Ope | erator Na | me and | d well num | nber fo | or Defi | ning well | for Horizontal |
| Ope | rator Nan | ne: | | | | Property | y Name: | : | | | | Well Number |

Form C-102

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

Submit one of OCD - HOBBS

08/17/2020

RECEIVED

Submit one copy to appropriate

District Office

Revised August 1, 2011

☐ AMENDED REPORT

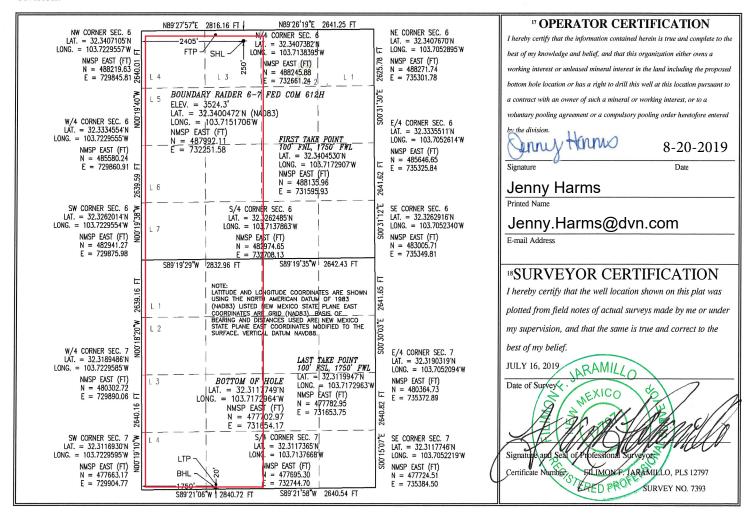
WELL LOCATION AND ACREAGE DEDICATION PLAT

| ¹ API Number 30-025-47570 | er [9 | Pool Code 8296] | ПР | |
|--------------------------------------|-------|--------------------|------------------------|------------------------|
| ⁴ Property Code | | ⁵ P | roperty Name | 6 Well Number |
| 319790 | | BOUNDARY R | AIDER 6-7 FED COM | 612H |
| ⁷ OGRID No. | | 8 O | perator Name | ⁹ Elevation |
| 6137 | DE | VON ENERGY PRO | ODUCTION COMPANY, L.P. | 3524.3 |

¹⁰ Surface Location

| "Surface Location | | | | | | | | | | | | |
|--|-----------------------|--------------|---------------|---------|-----------------|------------------|---------------|----------------|--------|--|--|--|
| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County | | | |
| 3 | 6 | 23 S | 32 E | | 250 NORTH 240 | | 2405 | WEST | LEA | | | |
| ¹¹ Bottom Hole Location If Different From Surface | | | | | | | | | | | | |
| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County | | | |
| N | 7 | 23 S | 32 E | | 20 | SOUTH | 1750 | WEST | LEA | | | |
| 12 Dedicated Acre | s ¹³ Joint | or Infill 14 | Consolidation | 1 Code | de 15 Order No. | | | | | | | |
| 686.2 | | | | | | | | | | | | |

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.



| Intent | X | As Drill | ed | | | | | | | | | | | | |
|----------------|------------------------|-------------------|---------------------|---------------------|-----------------|-----------------|------------------|--------------------|---------------------|---------|---------|--------------------|---------------|----------------|--|
| API# | 30-025-4 | 7570 | | | | | | | | | | | | | |
| Oper | rator Nan | ne: | | | | Prope | rty Na | me: | | | | | | Well Number | |
| DEV | ON ENE | RGY PROI | DUCTION | I CO., | L.P. | | BOU | NDA | RY R | AIDER | 6-7 | FED (| СОМ | 612H | |
| Kick O | Off Point (Section 6 | KOP) Township 23S | Range 32E | Lot 3 | Feet 50 FNL | F | From N/ | 'S | Feet 1750 | | From | E/W | County LEA | | |
| Latitu | de | l | JZL | <u> </u> | Longitud | | | | 1750 | 1 44 | | | NAD | | |
| 32 | 2.34056 | 600 | | | -103 | 3.7172 | 8800 | | | | | | 83 | | |
| First T | ake Poin | Township | Range | Lot | Feet | F | rom N/ | 'S | Feet | | From | E/W | County | | |
| 1 - 414 | 6 | 235 | 32Ĕ | 3 | 100 | | NORT | Н | 1750 |) | WES | ST | LEA | | |
| Latitu | 32.340 | 4530 | | | Longitud | 103.7172907 | | | | | | NAD 83 | } | | |
| UL N | Section 7 | Township 23S | Range 32E | Lot | Feet 100 | From SOU | N/S TH | Feet 175 | 0 | From E, | /W T | Count LEA | У | | |
| Latitu | | 119947 | | | Longitud | | .7172 | 2963 | 3 | | | NAD | 83 | | |
| | | defining w | ell for the | Horizo YES | _ | cing Ur | nit? | | NO | | | | | | |
| | I is yes p ng Unit. | olease prov | ide API if | [:] availa | ible, Ope | erator I | Name | and | well r | numbe | er for | ⁻ Defii | ning well | for Horizontal | |
| Oper | rator Nan | ne: | | | | Prope | rty Na | me: | | | | | | Well Number | |

KZ 06/29/2018

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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

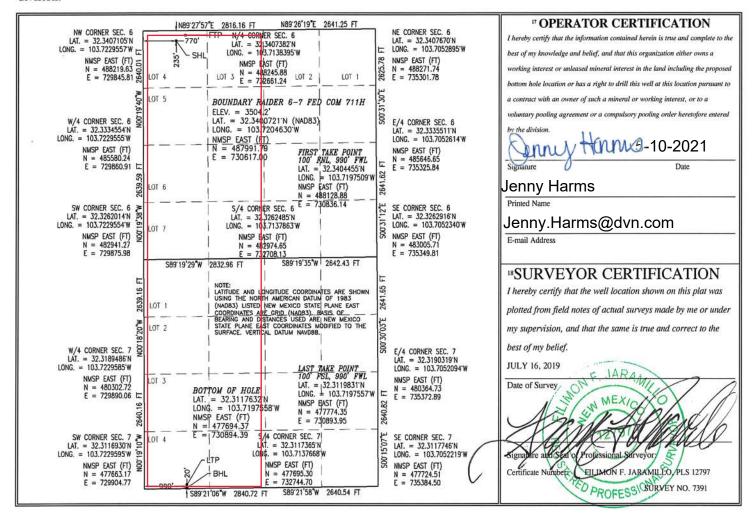
☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

| 30-025-4 | API Numbe 7571 | r | [98296] WC-025 G-09 S223219D;WOLFC | | | | | | | |
|--|-------------------|----------|--|---------|---------------|------------------|---------------|----------------|-------------------------------|--|
| ⁴ Property 0 319790 | Code | | ⁵ Property Name BOUNDARY RAIDER 6-7 FED COM | | | | | 6 | Well Number 711H | |
| 6137 OGRID No. Below Energy Production Company, L.P. | | | | | | | | | ⁹ Elevation 3504.2 | |
| | | | | | Surface | e Location | | | | |
| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County | |

| UL or lot no. | Section 6 | Township 23 S | Range 32 E | Lot Idn | Feet from the 235 | North/South line NORTH | Feet from the 770 | East/West line WEST | LEA |
|-------------------------|-----------------------|------------------|---------------|----------|-------------------|------------------------|-------------------|---------------------|---------------|
| | | | " B | ottom He | ole Location | If Different Fr | om Surface | | |
| UL or lot no. | Section 7 | Township 23 S | Range 32 E | Lot Idn | Feet from the 20 | North/South line SOUTH | Feet from the 990 | East/West line WEST | County LEA |
| Dedicated Acre 686.2 | s ¹³ Joint | or Infill 14 | Consolidation | n Code | | | 15 Order No. | | |

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



| nten | t X | As Drill | ed | | | | | | | | | | | |
|----------------|----------------------|---------------------------|---------------------|-----------------|--------------------|---------|----------------|-----------------|--------------------|----------|-------------|-------------------|-------------------|----------------|
| API# | 30-025-4 | 7571 |] | | | | | | | | | | | |
| Ope | rator Nar | ne: | <u> </u> | | | Prop | erty Na | ame: | | | | | | Well Number |
| DEV | VON ENE | RGY PRO | DUCTION | ı co., | L.P. | | воι | JNDA | ARY R | AIDEI | R 6-7 | FED (| сом | 711H |
| Kick (| Off Point (| KOP) | | | | | | | | | | | | |
| UL | Section 6 | Township 23S | Range 32E | Lot 4 | Feet 50 FN | NL | From N | /S | Feet 990 | FWL | From | ı E/W | County | |
| Latitu 32.3 | ude 3405770 | | | ı | Longitu | ıde | 74700 |) | 330 | <u> </u> | | | NAD 83 | |
| irst | Take Poin | t (FTP) | | | | | | | | | | | | |
| UL | Section 6 | Township 23S | Range 32E | Lot 4 | Feet 100 | | From N NORT | /s 「H | Feet 990 | | From WE: | E/W ST | County LEA | |
| Latitu | ude 32.340 | 4455 | | | Longitu | | .7197 | 750 9 | | | | | NAD 83 | |
| Last T | Take Point | Township | Range | Lot | Feet | Fron | n N/S | Feet | | From E | <u>=/</u> W | Count | у | |
| Latitu | | 23S 119831 | 32Ĕ | 4 | Longitu | ıde | UTH 3.719 | 990 755 | | WES | T | LEA NAD | 83 | |
| | 32.3 | 113031 | | | | 103 | /13 | 755 | | | | | 03 | |
| | | defining w nfill well? | ell for the | Horizo YES | _ | icing U | Jnit? | | NO | | | | | |
| | ng Unit. | olease prov | ride API if | availa | able, Ope | erator | . Name | e and | well | numb | er fo | r Defii | ning well | for Horizontal |
| Ope | rator Nar | ne: | | | | Prop | erty Na | ame: | | | | | | Well Number |
| • | | | | | | | • | | | | | | | |
| | | | | | | | | | | | | | | |

District I

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

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

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

District IV

1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462 State of New Mexico

Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr.

Santa Fe, NM 87505

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

AMENDED REPORT

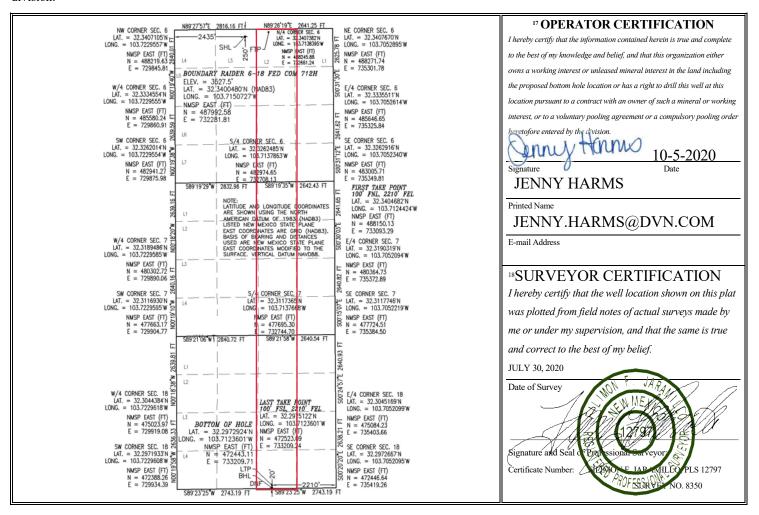
WELL LOCATION AND ACREAGE DEDICATION PLAT

| ¹ API Numbe | er | ² Pool Code [98248] | ³ Pool Name WC-025 G-08 S243217P; UPR WO | LFCAMP | | | |
|----------------------------|------------------------------|-----------------------------------|--|------------------------|--|--|--|
| ⁴ Property Code | | | | | | | |
| | BOUNDARY RAIDER 6-18 FED COM | | | | | | |
| ⁷ OGRID No. | | 8 O _I | perator Name | ⁹ Elevation | | | |
| 6137 | | DEVON ENERGY PRO | 3527.5 | | | | |

¹⁰ Surface Location

| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
|--------------------|--|---------------------------------|-------|---------|---------------|------------------|---------------|----------------|--------|
| 3 | 6 | 23 S | 32 E | | 250 | NORTH | 2435 | WEST | LEA |
| | " Bottom Hole Location If Different From Surface | | | | | | | | |
| UL or lot no. | Section | Township | Range | Lot Idn | Feet from the | North/South line | Feet from the | East/West line | County |
| О | 18 | 23 S | 32 E | | 20 | SOUTH | 2210 | EAST | LEA |
| 12 Dedicated Acres | s 13 Joint | or Infill 14 Consolidation Code | | n Code | | | 15 Order No. | | |
| 479 71 | | | | | | | | | |

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.



| Intent | X | As Drill | ed | | | | | | | | | | | |
|----------------|-----------------|---------------------|---------------------|--------|--------------------|----------------------------------|----------|-----------------|-------------|----------------|--------|---------------------|---------------|----------------|
| API# | | |] | | | | | | | | | | | |
| Operator Name: | | | | | | Prope | erty Na | ame: | | | | | | Well Number |
| DEV | ON ENE | RGY PROI | DUCTION | со., | L.P. | | BOL | JNDA | ARY R | AIDE | R 6-1 | 8 FED | СОМ | 712H |
| Kick C | Off Point (| | Dance | | | | France N | us I | Fact | | From | E/M | Country | |
| | 6 | Township 23S | Range 32E | Lot | Feet 96 FNL | | From N, | /3 | Feet 209 | 3 FEL | From | E/ VV | County LEA | |
| Latitu 32. | ³⁴⁰⁴ | | | | Longitud | ^{de} 3. 712 1 | 1 | | | | | | NAD 83 | |
| First T | ake Poin | Township | Range | Lot | Feet | | From N, | /s | Feet | | From | | County | |
| Latitu | 6 Ide | 235 | 32Ē | 2 | Longitud | | NORT | Н | 221 | 0 | EAS | Т | LEA | |
| | 32.340 | 4682 | | | | 103.7124424 83 | | | | | | | | |
| | ake Point | | Panas | 1.4 | Face | T ===== | N/C | Faat | | - France F | - //4/ | Carret | | |
| O | 18 | Township 23S | Range 32E | Lot | Feet 100 | From SOL | JTH | Feet 221 | 0 | From E EAST | · | Count LEA | у | |
| Latitu | | 975122 | | | Longitud | 103.7123601 NAD | | | | | 83 | | | |
| | | defining wo | ell for the | Horizo | ontal Spac | cing U | nit? | | YES |] | | | | |
| | ng Unit. | olease prov | ide API if | availa | ıble, Ope | erator | Name | and | well | numbe | er fo | r Defir | ning well | for Horizontal |
| Ope | rator Nan | ne: | <u>l</u> | | | Prope | erty Na | ame: | | | | | | Well Number |
| | | | | | | | | | | | | | | K7 06/29/2018 |

Federal Communitization Agreement

| Contract No. | |
|--------------|--|
| | |

THIS AGREEMENT entered into as of the 1st day of September, 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:

Lot 2 (39.71), SW/4 NE/4, W/2 SE/4 of Section 6-23S-32E and W/2 E/2 of Section 7-23S-32E, and W/2 E/2 of Section 18-23S-32E Lea County, New Mexico

Containing 479.71 acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas

- interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., 333 W. Sheridan Ave, 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 or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said

- communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is September 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. <u>Nondiscrimination.</u> 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, Record Title and Operating Rights Owner) |
| | |
| | By: |
| Date | Catherine Lebsack, Vice President |

ACKNOWLEDGEMENT

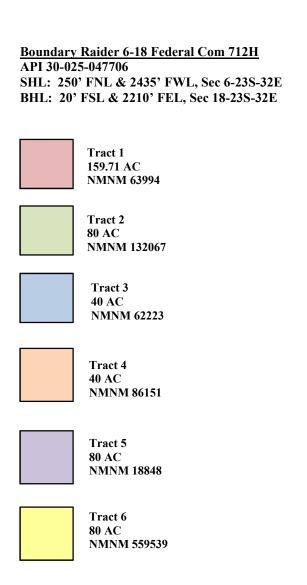
| STATE OF) | |
|---|---------------|
| COUNTY OF) ss. | |
| This instrument was acknowledged before me on this 2020, by Catherine Lebsack, Vice President for Devon Ener Oklahoma limited partnership, on behalf of said limited partnership. | 1 3 |
| (SEAL) | |
| My Commission Expires | Notary Public |

Boundary Raider 6-18 Fed Com 712H

CT ATE OF

EXHIBIT "A"

Plat of communitized area covering **479.71** acres in Lot 2 (39.71), SW/4 NE/4, W/2 SE/4 of Section 6, W/2 E/2 of Section 7, and W/2 E/2 of Section 18, Township 23 South, Range 32 East, Lea County, New Mexico



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| 18 | | | |
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| | | <u> </u> | |

EXHIBIT "B"

To Communitization Agreement dated September 1, 2020 embracing the following described land in Lot 2 (39.71), SW/4 NE/4, and W/2 SE/4 of Section 6, W/2 E/2 of Section 7, and W/2 E/2 of Section 18, Township 23 South, Range 32 East, Lea County, New Mexico.

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

DESCRITPION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: USA NMNM 63994 (Segregated from NMNM 26390)

Lease Date: October 1, 1975

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: William H. Wyatt

Present Lessee: Devon Energy Production Company, L.P.

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M.

Section 6: Insofar and only insofar as said lease covers Lot 2,

SW/4 NE/4, and W/2 SE/4

Number of Acres: 159.71 acres

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

Contractual WI Ownership: Devon Energy Production Company, L.P. – 91.571482%

Sharbro Energy, L.L.C. – 8.428518%

Name of ORRI Owners: Morris E Schertz

F. Andrew Grooms, Trustee of the F. Andrew Grooms SSP

Trust, dated 3/24/2014 Santa Elena Minerals V LP

Eileen M. Grooms, Trustee of the EMG Rev. Trust, dated

11/1/2004

Dragoon Creek Minerals LLC Pegasus Resources NM LLC

Rolla R. Hinkle II Nuevo Seis LP

Richard Mineral & Royalty, LLC

Flavin Oil Company

Motowi LLC

Map Resources, Inc. T-Bar Oil & Gas Ltd.

FFF, Inc

MW Oil Investment Co., Inc

Nuevo Seis, Inc.

Tract No. 2

Lease Serial Number USA NMNM 132067

Lease Date: June 1, 2014

Lease Term: 10 years

Lessor: United States of America

Original Lessee: Crown Oil Partners V LP

Present Lessee: Devon Energy Production Company, L.P.

Description of Land Committed: Township 23 South, Range 32 East, N.M. P.M.

Section 7: Insofar and only insofar as said lease covers

W/2 NE/4

Number of Acres: 80 acres

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

Contractual WI Ownership: Devon Energy Production Company, L.P. – 91.571482%

Sharbro Energy, L.L.C. – 8.428518%

Name of ORRI Owners: Post Oak Crown IV, LLC

Post Oak Crown IV-B, LLC Marvos Minerals II LLC

Oak Valley Mineral & Land LP

Crown Oil Partners, LP

Collins & Jones Investments LLC

LMC Energy LLC Gerard G Vavrek David W Cromwell Jesse A Faught, Jr. H. Jason Wacker Kaleb Smith Deane Durham Mike Moylett MCT Energy, Ltd. H. Jason Wacker CEP Minerals LLC

Tract No. 3

Lease Serial Number: USA NMNM 62223

Lease Date: September 1, 1985

Lease Term: 10 years

Lessor: United States of America

Original Lessee: Lillie M. Yates

Present Lessee: Foundation Energy Fund V-B Holding, LLC

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M

Section 7: Insofar and only insofar as said lease covers

NW/4 SE/4

Number of Acres: 40 acres

Name and Percent WI Owners: Devon Energy Production Company, L.P. – 62.50%

Sharbro Energy, L.L.C. – 37.50%

Contractual WI Ownership: Devon Energy Production Company, L.P. – 91.571482%

Sharbro Energy, L.L.C. – 8.428518%

Name of ORRI Owners: Sharbro Energy, LLC

EOG Resources Assets, LLC

BY Royalty Ltd. Co

Tract No. 4

Lease Serial Number: USA NMNM 86151

Lease Date: April 1, 1991

Lease Term: 10 years

Lessor: United States of America

Boundary Raider 6-18 Fed Com 712H

Original Lessee: Santa Fe Energy Operating Partners, LP

Present Lessee: Devon Energy Production Company, L.P.

Description of Land Committed: <u>Township 23 South, Range 32 East, N.M.P.M.</u>

Section 7: Insofar and only insofar as said lease covers

SW/4 SE/4

Number of Acres: 40.00

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

Contractual WI Ownership: Devon Energy Production Company, L.P. – 91.571482%

Sharbro Energy, L.L.C. – 8.428518%

Name of ORRI Owners: Innerarity Family Minerals LLC

Tract No. 5

Lease Serial Number: USA NMNM 18848

Lease Date: August 1, 1973

Lease Term: 10 years

Lessor: United States of America

Original Lessee: Ralph D Wharton

Present Lessee: Chevron USA, Inc.

Description of Land Committed: <u>Township 23 South, Range 32 East, N.M.P.M.</u>

Section 18: Insofar and only insofar as said lease covers

W/2 NE/4

Number of Acres: 80.00

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

Name of ORRI Owners: Jean C. Oakason Memorial

The Oakason Jr. Company

Morris E. Schertz

Dragoon Creek Minerals LLC Pegasus Resources NM LLC

EMG Revocable Trust, Eileen M Grooms Trustee

McMullen Minerals LLC

Andra Coccimiglio

Richardson Mineral & Royalty LLC

Justin T. Crum

Pony Oil Operating, LLC

MerPel, LLC TD Minerals LLC

Tract No. 6

Lease Serial Number: USA NMNM 559539

Lease Date: April 1, 1966

Lease Term: 25 years

Lessor: United States of America

Original Lessee: Midwest Oil Corporation

Present Lessee: Occidental Permian Limited Partnership

Description of Land Committed: <u>Township 23 South, Range 32 East, N.M.P.M.</u>

Section 18: Insofar and only insofar as said lease covers

W/2 SE/4

Number of Acres: 80.00

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

Name of ORRI Owners: Innerarity Family Minerals LLC

RECAPITUALTION

| Tract No. | No. of Acres Committed | Percentage of Interest Communitized Area |
|-------------|------------------------|---|
| Tract No. 1 | 159.71 | 33.293032% |
| Tract No. 2 | 80.00 | 16.676742% |
| Tract No. 3 | 40.00 | 8.338371% |
| Tract No. 4 | 40.00 | 8.338371% |

Boundary Raider 6-18 Fed Com 712H

| Tract No. 5 | 80.00 | 16.676742% |
|-------------|--------|-------------|
| Tract No. 6 | 80.00 | 16.676742% |
| Total | 479.71 | 100.000000% |

Federal Communitization Agreement

| Contract No. | |
|--------------|--|
| | |

THIS AGREEMENT entered into as of the 1st day of July, 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:

Lot 3 (39.81), Lot 4 (45.31), Lot 5 (45.56), Lot 6 (45.72), Lot 7 (45.88), SE/4 NW/4, and E/2 SW/4 of Section 6-23S-32E and Lot 1 (45.96), Lot 2 (45.98), Lot 3 (45.98), Lot 4 (46.00), and E/2 W/2 of Section 7-23S-32E, Lea County, New Mexico

Containing **686.20** acres, and this agreement shall include only the <u>Wolfcamp Formation</u> underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas

Boundary Raider 6-7 Fed Com 611H, 612H, and 711H

- interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. The Operator of the communitized area shall be Devon Energy Production Company, L.P., 333 W. Sheridan Ave, 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 or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said

- communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. The date of this agreement is <u>July 1, 2020</u>, 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. <u>Nondiscrimination.</u> 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, Record Title and Working Interest Owner) |
|------|--|
| Date | By:Catherine Lebsack, Vice President |

ACKNOWLEDGEMENT

| STATE OF |) |
|--|---|
| COUNTY OF |) ss.) |
| This instrument was acknowledged 2020, by Catherine Lebsack, Vice Oklahoma limited partnership, on | President for Devon Energy Production Company, L.P., an |
| (SEAL) | |
| My Commission Expires | Notary Public |
| D 1 D'1 (55 10 (11) | 277 1,71177 |

EXHIBIT "A"

To Communitization Agreement dated July 1, 2020 embracing the following described land in Lot 3 (39.81), Lot 4 (45.31), Lot 5 (45.56), Lot 6 (45.72), Lot 7 (45.88), SE/4 NW/4, and E/2 SW/4 of Section 6 and Lot 1 (45.96), Lot 2 (45.98), Lot 3 (45.98), Lot 4 (46.00), and E/2 W/2 of Section 7, Township 23 South, Range 32 East, Lea County, New Mexico.

Boundary Raider 6-7 Federal Com 611H

API 30-025-47569

SHL: 235' FNL & 740' FWL, Sec 6-23S-32E

BHL: 20' FSL & 550' FWL, Sec 7-23S-32E

Boundary Raider 6-7 Federal Com 711H

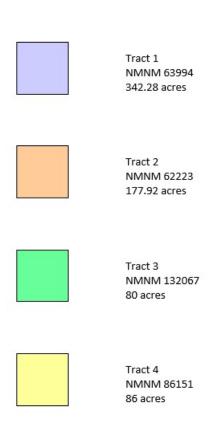
API 30-025-47571

SHL: 235' FNL & 770' FWL, Sec 6-23S-32E BHL: 20' FSL & 1450' FWL, Sec 7-23S-32E

Boundary Raider 6-7 Federal Com 612H

API: 30-025-47570

SHL: 250' FNL & 2405' FWL, Sec 6-23S-32E BHL: 20' FWL & 2350' FWL, Sec 7-23S-32E



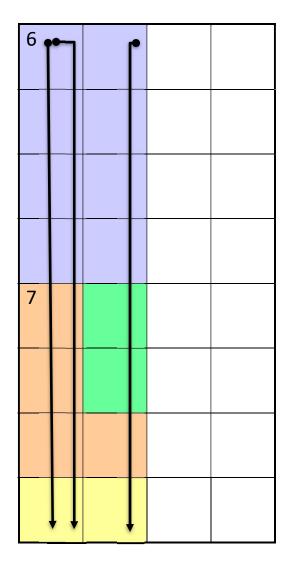


EXHIBIT "B"

To Communitization Agreement dated July 1, 2020 embracing the following described land in Lot 3 (39.81), Lot 4 (45.31), Lot 5 (45.56), Lot 6 (45.72), Lot 7 (45.88), SE/4 NW/4, and E/2 SW/4 of Section 6 and Lot 1 (45.96), Lot 2 (45.98), Lot 3 (45.98), Lot 4 (46.00), and E/2 W/2 of Section 7, Township 23 South, Range 32 East, Lea County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number: USA NMNM 63994 (Segregated from NMNM 26390)

Lease Date: October 1, 1975

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: William H. Wyatt

Present Lessee: Devon Energy Production Company, L.P.

Description of Land Committed: <u>Township 23 South, Range 32 East, N.M.P.M.</u>

Section 6: Insofar and only insofar as said lease covers Lots 3-7,

SENW, and E2SW

Number of Acres: 342.28 acres

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

Contractual WI Ownership: Devon Energy Production Company, L.P. – 91.571482%

Sharbro Energy, L.L.C. – 8.428518%

Name of ORRI Owners: Morris E Schertz

F. Andrew Grooms, Trustee of the F. Andrew Grooms SSP

Trust, dated 3/24/2014 Santa Elena Minerals V LP

Eileen M. Grooms, Trustee of the EMG Rev. Trust, dated

11/1/2004

Dragoon Creek Minerals, LLC Pegasus Resources NM, LLC

Rolla R. Hinkle II Neuvo Seis LP

Richard Mineral & Royalty, LLC

Flavin Oil Company

Motowi LLC

Map Resources, Inc. T-Bar Oil & Gas Ltd

FFF, Inc

MW Oil Investment Co., Inc

Nuevo Seis, Inc.

Tract No. 2

Lease Serial Number: USA NMNM 62223

Lease Date: September 1, 1985

Lease Term: 10 years

Lessor: United States of America

Original Lessee: Lillie M. Yates

Present Lessee: Foundation Energy Fund V-B Holding, LLC – 100.00%

Description of Land Committed: Township 23 South, Range 32 East, N.M.P.M

Section 7: Insofar and only insofar as said lease covers

Lots 1-3, NE/4 SW/4

Number of Acres: 177.92 acres

Name and Percent WI Owners: Devon Energy Production Company, L.P. – 62.50%

Sharbro Energy, L.L.C. – 37.50%

Contractual WI Ownership: Devon Energy Production Company, L.P. – 91.571482%

Sharbro Energy, L.L.C. – 8.428518%

Name of ORRI Owners: Sharbro Energy, LLC

EOG Resources Assets, LLC

BY Royalty Ltd. Co

Tract No. 3

Lease Serial Number: USA NMNM 132067

Lease Date: June 1, 2014

Lease Term: 10 years

Lessor: United States of America

Original Lessee: Crown Oil Partners V, LP

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

Description of Land Committed: <u>Township 23 South, Range 32 East, N.M.P.M.</u>

Section 7: Insofar and only insofar as said lease covers the

E/2 NW/4

Number of Acres: 80.00

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

Contractual WI Ownership: Devon Energy Production Company, L.P. – 91.571482%

Sharbro Energy, L.L.C. − 8.428518%

Name of ORRI Owners: Post Oak Crown IV, LLC

Post Oak Crown IV-B, LLC Mavros Minerals II LLC

Oak Valley Mineral & Land LP

Crown Oil Partners, LP

Collins & Jones Investments, LLC

LMC Energy LLC
Gerard G Vavrek
David W Cromwell
Jesse A Faught, Jr.
H Jason Wacker
Kaleb Smith
Deane Durham
Mike Moylett
MCT Energy, Ltd.
Crown Ventures III.

Crown Ventures III, LLC CEP Minerals, LLC

Tract No. 4

Lease Serial Number: USA NMNM 86151

Lease Date: April 1, 1991

Lease Term: 10 years

Lessor: United States of America

Original Lessee: Santa Fe Energy Operating Partners, LP

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

Description of Land Committed: <u>Township 23 South, Range 32 East, N.M.P.M.</u>

Section 7: Insofar and only insofar as said lease covers Lot

4 and the S/2 SW/4

Number of Acres: 86.00

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

Contractual WI Ownership: Devon Energy Production Company, L.P. – 91.571482%

Sharbro Energy, L.L.C. – 8.428518%

Name of ORRI Owners: Innerarity Family Minerals LLC

RECAPITUALTION

| Tract No. | No. of Acres Committed | Percentage of Interest Communitized Area |
|-------------|------------------------|---|
| Tract No. 1 | 342.28 | 49.880501% |
| Tract No. 2 | 177.92 | 25.928301% |
| Tract No. 3 | 80.00 | 11.658409% |
| Tract No. 4 | 86.00 | 12.532789% |
| Total | 686.20 | 100.000000% |

From: <u>Engineer, OCD, EMNRD</u>

To: <u>Harms, Jenny</u>

Cc: McClure, Dean, EMNRD; Kautz, Paul, EMNRD; Hawkins, James , EMNRD; Powell, Brandon, EMNRD; lisa@rwbyram.com; Glover, James; Paradis, Kyle O; Walls, Christopher

Subject: Approved Administrative Order PLC-768

Date: Wednesday, February 23, 2022 5:21:14 PM

Attachments: PLC768 Order.pdf

NMOCD has issued Administrative Order PLC-768 which authorizes Devon Energy Production Company, LP (6137) to surface commingle or off-lease measure, as applicable, the following wells:

| Well API | Well Name | UL or Q/Q | S-T-R | Pool Code |
|--------------|---|-----------|------------|------------------|
| 30-025-47569 | Boundary Raider 6 7 Federal | W/2 W/2 | 6-23S-32E | 52000 |
| 30-025-4/509 | Com #611H | W/2 W/2 | 7-23S-32E | 53800 |
| 20 025 47571 | Boundary Raider 6 7 Federal | W/2 | 6-23S-32E | 98296 |
| 30-025-47571 | Com #711H | W/2 | 7-23S-32E | 98290 |
| 30-025-47706 | Boundary Raider 6 18 Federal Com #712H | W/2 E/2 | 6-23S-32E | |
| | | W/2 E/2 | 7-23S-32E | 98248 |
| | C0III #/12H | W/2 E/2 | 18-23S-32E | |
| 30-025-47570 | Boundary Raider 6 7 Federal | W/2 | 6-23S-32E | 00207 |
| | Com #612H | W/2 | 7-23S-32E | 98296 |

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

From: <u>Harms, Jenny</u>
To: <u>McClure, Dean, EMNRD</u>

Subject: RE: [EXTERNAL] surface commingling application PLC-768

Date: Tuesday, February 8, 2022 8:56:43 AM

Attachments: BOUNDARY RAIDER 6 CTB 3 Econo Justification R1.pdf

Good morning Dean,

Devon wishes to include both pool codes in the commingle application. Please see the attached economic justification for the two pool codes. The statement that Devon believes the commingling will not decrease its value is listed on the attachment. Please let me know if you need any revisions/additional information for this application.

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: Monday, February 7, 2022 3:27 PM **To:** Harms, Jenny < Jenny. Harms@dvn.com>

Subject: [EXTERNAL] surface commingling application PLC-768

Ms. Harms,

I am reviewing surface commingling application PLC-768 which involves the commingling project that includes the Boundary Raider 6 Central Tank Battery 3 and operated by Devon Energy Production Company, LP (6137).

It appears that the following well has had its proposed completion changed to the Bone Spring pool with an ID of 53800:

| 20.025.47560 | Boundary Raider 6 7 Federal Com | W/2 W/2 | 6-23S-32E | 52000 |
|--------------|--|--------------|-----------|--------------|
| 30-025-47569 | #611H | W/2, $W/2$. | 7-23S-32E | 53800 |

Please confirm the following:

- that Devon wishes to now include this new pool with this commingling application;
 - if so, provide oil gravity and gas BTU values for the production from the wolfcamp pools and bone spring pool in this area; and
 - confirm that with the consideration of the addition of this pool, that Devon still believes that commingling the production will not decrease its value.

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.

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-768

<u>ORDER</u>

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.

Order No. PLC-768 Page 1 of 4

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

Order No. PLC-768 Page 2 of 4

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

Order No. PLC-768 Page 3 of 4

- 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

DATE: 2/23/2022

ADRIENNE SANDOVAL DIRECTOR

Order No. PLC-768

State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-768

Operator: Devon Energy Production Company, LP (6137)

Central Tank Battery: Boundary Raider 6 Central Tank Battery 3

Central Tank Battery Location: Lot 2, Section 6, Township 23 South, Range 32 East Gas Title Transfer Meter Location: Lot 2, Section 6, Township 23 South, Range 32 East

Pools

| Pool Name | Pool Code |
|------------------------------------|------------------|
| SAND DUNES; BONE SPRING | 53800 |
| WC-025 G-08 S243217P; UPR WOLFCAMP | 98248 |
| WC-025 G-09 S223219D; WOLFCAMP | 98296 |

Leases as defined in 19.15.12.7(C) NMAC

| Leases as defined in 17.13.12.7(C) WHAC | | | | |
|---|--|--|--|--|
| UL or Q/Q | S-T-R | | | |
| W/2, $W/2$ $E/2$ | 6-23S-32E | | | |
| BCFG | 7-23S-32E | | | |
| L1 L2 L3 J K | 7-23S-32E | | | |
| L4 N O | 7-23S-32E | | | |
| W/2 NE/4 | 18-23S-32E | | | |
| W/2 SE/4 | 18-23S-32E | | | |
| W/2 W/2 | 6-23S-32E | | | |
| W/2 W/2 | 7-23S-32E | | | |
| | UL or Q/Q W/2, W/2 E/2 B C F G L1 L2 L3 J K L4 N O W/2 NE/4 W/2 SE/4 W/2 W/2 | | | |

Wells

| Well API | Well Name | UL or Q/Q | S-T-R | Pool |
|--------------|--|-----------|------------|-------|
| 30-025-47569 | Boundary Raider 6 7 Federal Com | W/2 W/2 | 6-23S-32E | 53800 |
| | #611H | W/2 W/2 | 7-23S-32E | 55800 |
| 30-025-47571 | Boundary Raider 6 7 Federal Com | W/2 | 6-23S-32E | 98296 |
| | # 711H | W/2 | 7-23S-32E | |
| 30-025-47706 | Boundary Raider 6 18 Federal Com | W/2 E/2 | 6-23S-32E | |
| | | W/2 E/2 | 7-23S-32E | 98248 |
| | #712H | W/2 E/2 | 18-23S-32E | |
| 30-025-47570 | Boundary Raider 6 7 Federal Com | W/2 | 6-23S-32E | 00006 |
| | #612H | W/2 | 7-23S-32E | 98296 |

State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit B

Order: PLC-768

Operator: Devon Energy Production Company, LP (6137)

| Pooled Areas | | | | |
|---------------------------|-----------|------------|--------|-------------------|
| Pooled Area | UL or Q/Q | S-T-R | Acres | Pooled Area ID |
| CA Wolfcamp NMNM 143713 | W/2 | 6-23S-32E | 686.2 | Α. |
| CA Wollcamp NWINWI 143/13 | W/2 | 7-23S-32E | 000.2 | A |
| | W/2 E/2 | 6-23S-32E | | |
| CA Wolfcamp NMNM 143889 | W/2 E/2 | 7-23S-32E | 479.71 | В |
| _ | W/2 E/2 | 18-23S-32E | | |

Leases Comprising Pooled Areas

| = 000 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | | | |
|---|---|--|---|
| UL or Q/Q | S-T-R | Acres | Pooled Area ID |
| W/2 | 6-23S-32E | 342.28 | A |
| E/2 NW/4 | 7-23S-32E | 80 | A |
| L1 L2 L3 K | 7-23S-32E | 177.92 | A |
| L4 N | 7-23S-32E | 86 | A |
| W/2 E/2 | 6-23S-32E | 159.71 | В |
| W/2 NE/4 | 7-23S-32E | 80 | В |
| NW/4 SE/4 | 7-23S-32E | 40 | В |
| SW/4 SE/4 | 7-23S-32E | 40 | В |
| W/2 NE/4 | 18-23S-32E | 80 | В |
| W/2 SE/4 | 18-23S-32E | 80 | В |
| | UL or Q/Q W/2 E/2 NW/4 L1 L2 L3 K L4 N W/2 E/2 W/2 NE/4 NW/4 SE/4 SW/4 SE/4 W/2 NE/4 | UL or Q/Q S-T-R W/2 6-23S-32E E/2 NW/4 7-23S-32E L1 L2 L3 K 7-23S-32E L4 N 7-23S-32E W/2 E/2 6-23S-32E W/2 NE/4 7-23S-32E NW/4 SE/4 7-23S-32E SW/4 SE/4 7-23S-32E W/2 NE/4 18-23S-32E | UL or Q/Q S-T-R Acres W/2 6-23S-32E 342.28 E/2 NW/4 7-23S-32E 80 L1 L2 L3 K 7-23S-32E 177.92 L4 N 7-23S-32E 86 W/2 E/2 6-23S-32E 159.71 W/2 NE/4 7-23S-32E 80 NW/4 SE/4 7-23S-32E 40 SW/4 SE/4 7-23S-32E 40 W/2 NE/4 18-23S-32E 80 |

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

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 27501

CONDITIONS

| Operator: | OGRID: |
|-------------------------------------|---|
| DEVON ENERGY PRODUCTION COMPANY, LP | 6137 |
| 333 West Sheridan Ave. | Action Number: |
| Oklahoma City, OK 73102 | 27501 |
| | Action Type: |
| | [C-107] Surface Commingle or Off-Lease (C-107B) |

CONDITIONS

| Created By | | 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. | 2/23/2022 |