



Devon Energy Production Company
333 W. Sheridan Avenue
Oklahoma City, Oklahoma 73102

January 17, 2022

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Interest Owners

Re: Central Tank Battery
KO LANTA 9 CTB 3:
Sec., T, R: NE/4 SE/4 SW/4 & NW/4 SW/4 SE/4 of 23S-31E-9
Lease: NMNM077046 & NMNM081953
Pool: [40295] LOS MEDANOS: BONE SPRING
County: Eddy 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	LOCATION	POOL/FORMATION
KO LANTA 9-4 FED COM 232H	30-015- 47362	M-09-23S-31E 350 FSL 975 FWL	40295] LOS MEDANOS; BONE SPRING
KO LANTA 9-4 FED COM 231H	30-015- 47508	M-09-23S-31E 350 FSL 945 FWL	40295] LOS MEDANOS; BONE SPRING
KO LANTA 9-4 FED COM 234H	30-015- 47402	P-09-23S-31E 350 FSL 1220 FEL	[40295] LOS MEDANOS; BONE SPRING
KO LANTA 9-4 FED COM 233H	30-015- 47363	P-09-23S-31E 350 FSL 1250 FEL	[40295] LOS MEDANOS; BONE SPRING

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@dnv.com

Devon Energy Center-Tower

333 West Sheridan Avenue Oklahoma City OK 73102-5015

Enclosure

Revised March 23, 2017

RECEIVED:	REVIEWER:	TYPE:	APP NO:
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ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

NEW MEXICO OIL CONSERVATION DIVISION
 - Geological & Engineering Bureau -
 1220 South St. Francis Drive, Santa Fe, NM 87505

**ADMINISTRATIVE APPLICATION CHECKLIST**

THIS CHECKLIST IS MANDATORY FOR ALL ADMINISTRATIVE APPLICATIONS FOR EXCEPTIONS TO DIVISION RULES AND
 REGULATIONS WHICH REQUIRE PROCESSING AT THE DIVISION LEVEL IN SANTA FE

Applicant: Devon Energy Production Co., LP **OGRID Number:** 6137
Well Name: See attachments for multiple wells and APIs **API:** _____
Pool: 40295 LOS MEDANOS;BONE SPRING **Pool Code** 40295

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

- 1) **TYPE OF APPLICATION:** Check those which apply for [A]
 A. Location – Spacing Unit – Simultaneous Dedication
☐ NSL ☐ NSP (PROJECT AREA) ☐ NSP (PRORATION UNIT) ☐ SD
- B. Check one only for [I] or [II]
 [I] Commingling – Storage – Measurement
☐ DHC ☐ CTB ☒ PLC ☐ PC ☒ OLS ☒ OLM
 [II] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery
☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR

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

FOR OCD ONLY

- ☐ Notice Complete
☐ Application
 Content
 Complete

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

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

Jenny Harms

Print or Type
 Name

Jenny Harms
 Signature

1-17-2022
 Date

405-552-6560
 Phone Number

jenny.harms@dv.com
 e-mail Address

District I
1625 N. French Drive, Hobbs, NM 88240
District II
811 S. First St., Artesia, NM 88210
District III
1000 Rio Brazos Road, Aztec, NM 87410
District IV
1220 S. St Francis Dr, Santa Fe, NM
87505

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B
Revised August 1, 2011

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

Submit the original
application to the Santa Fe
office with one copy to the
appropriate District Office.

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

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

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

LEASE TYPE: ☐ Fee ☐ State ☒ Federal

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

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

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

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

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

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

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

- (1) Complete Sections A and E.

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

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

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

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

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

SIGNATURE: Jenny Harms TITLE: Regulatory Professional

Date: 1-17-2022

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

E-MAIL ADDRESS: Jenny.harms@dn.com

(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 KO LANTA 9 CTB 3

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

WELL NAME	API	LOCATION	POOL/FORMATION	LEASE	LEASE
KO LANTA 9-4 FED COM 232H	30-015- 47362	M-09-23S-31E 350 FSL 975 FWL	40295] LOS MEDANOS; BONE SPRING	NMNM077046- 12.5%	NMNM081953- 12.5%
KO LANTA 9-4 FED COM 231H	30-015- 47508	M-09-23S-31E 350 FSL 945 FWL	40295] LOS MEDANOS; BONE SPRING	NMNM077046- 12.5%	NMNM081953- 12.5%
KO LANTA 9-4 FED COM 234H	30-015- 47402	P-09-23S-31E 350 FSL 1220 FEL	[40295] LOS MEDANOS; BONE SPRING	NMNM077046- 12.5%	NMNM081953- 12.5%
KO LANTA 9-4 FED COM 233H	30-015- 47363	P-09-23S-31E 350 FSL 1250 FEL	[40295] LOS MEDANOS; BONE SPRING	NMNM077046- 12.5%	NMNM081953- 12.5%

CA:

KO LANTA 9-4 FED COM 231H -W2W2 of Section 9-23S-31 E, and Lot 4, SWNW, and W2SW of Section 4-23S-31E, (319.79 AC)

KO LANTA 9-4 FED COM 232H- E2W2 of Section 9-23S-31 E, and Lot 3, SENW, and E2SW of Section 4-23S-31 E (319.76 AC)

KO LANTA 9-4 FED COM 233H- W2E2 of Section 9-23S-31 E, and Lot 2, SWNE, and W2SE of Section 4-23S-31E, (319.76 AC)

KO LANTA 9-4 FED COM 234H- E2E2 of Section 9 and Lot 1, SENE, & E2SE of Section 4, Township 23 South, Range 31 East (319.79 AC)

Oil & Gas metering:

The Ko Lanta 9 CTB 3 central tank battery is in NE/4 SE/4 SW/4 & NW/4 SW/4 SE/4 of 23S-31E-9 in Eddy County, NM.

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 one of the water tanks for storage.

The central tank battery has three oil tanks and two 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 an individual orifice meter to each wellhead.

Well Name	Individual Meters		
	Gas Allocation	Oil Allocation	Water Allocation
Ko Lanta 9-4 Fed Com 231H	DVN / *	DVN / *	DVN / *
Ko Lanta 9-4 Fed Com 232H	DVN / *	DVN / *	DVN / *
Ko Lanta 9-4 Fed Com 233H	DVN / *	DVN / *	DVN / *
Ko Lanta 9-4 Fed Com 234H	DVN / *	DVN / *	DVN / *
Common Meters			
VRU Allocation	DVN / *		
Gas FMP #1	DCP / *		
Gas FMP #2	DCP / *		
Oil FMP	ENLINK / *		

Meter Owner / Serial Number:

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

Process and Flow Descriptions:

The proposed commingling will maximize the ultimate recovery of oil and/or gas from the federal leases and will reduce environmental impacts by minimizing surface disturbance and emissions. The proposed commingling will reduce operating expenses, as well as, not adversely affect federal royalty income, production accountability, or the distribution of royalty.

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

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

NMOCD Notice Variance Requested: Devon Energy Production Company, LP request approval to add new leases and pools and/or new wells producing from the authorized leases and pools. Devon Energy Production Company, LP request approval to only notice the interest owners of new leases and pools to be added via amendment (reference rule 19.15.12.10(C)(4)(g) NMAC)

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.
2. 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

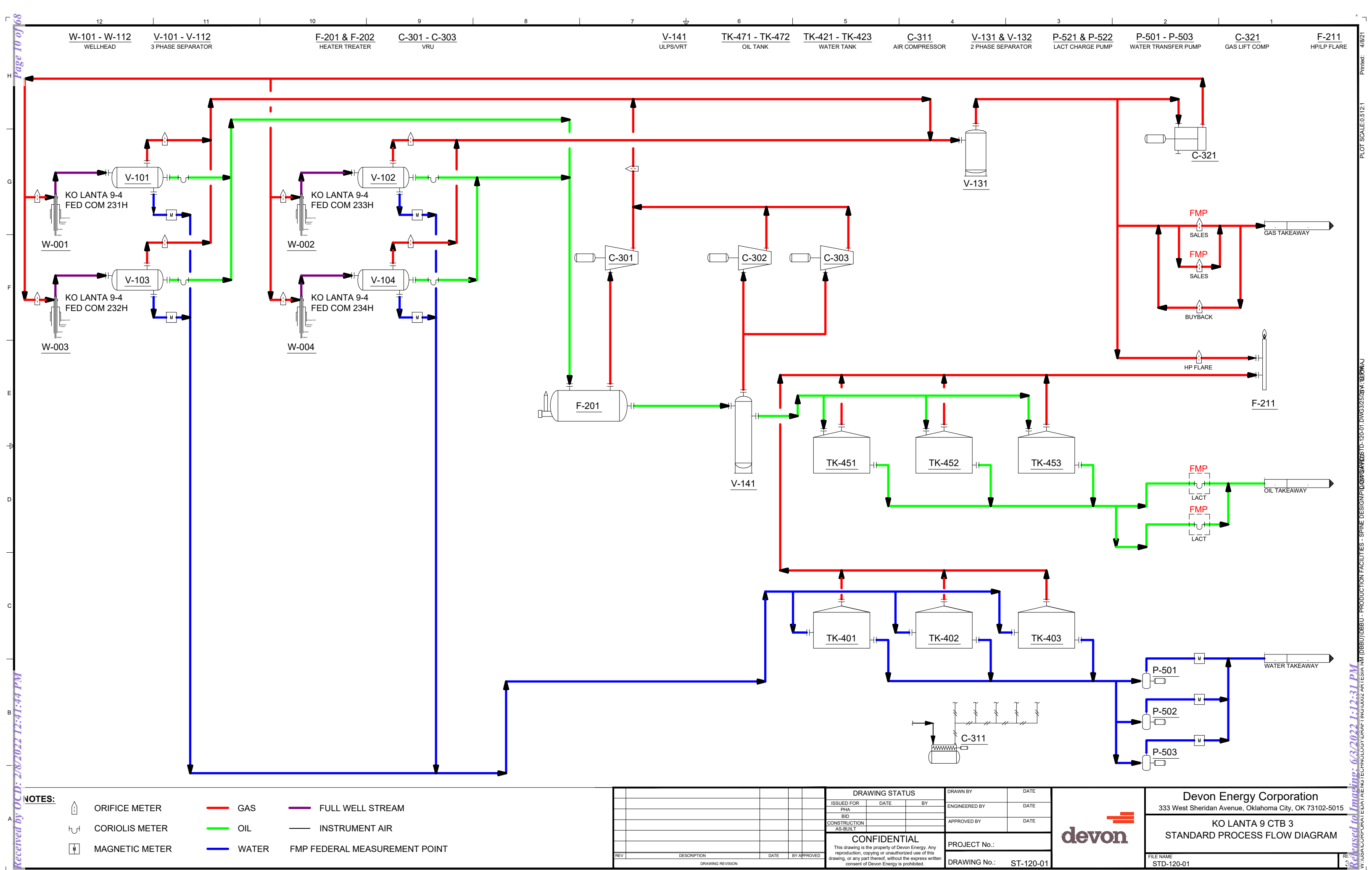
Each well has an oil meter measuring the volume of oil produced by the well. This volume is used as the allocation point to prorate Allocated Production and Total Sales Volume (FMP) back to each well.

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.



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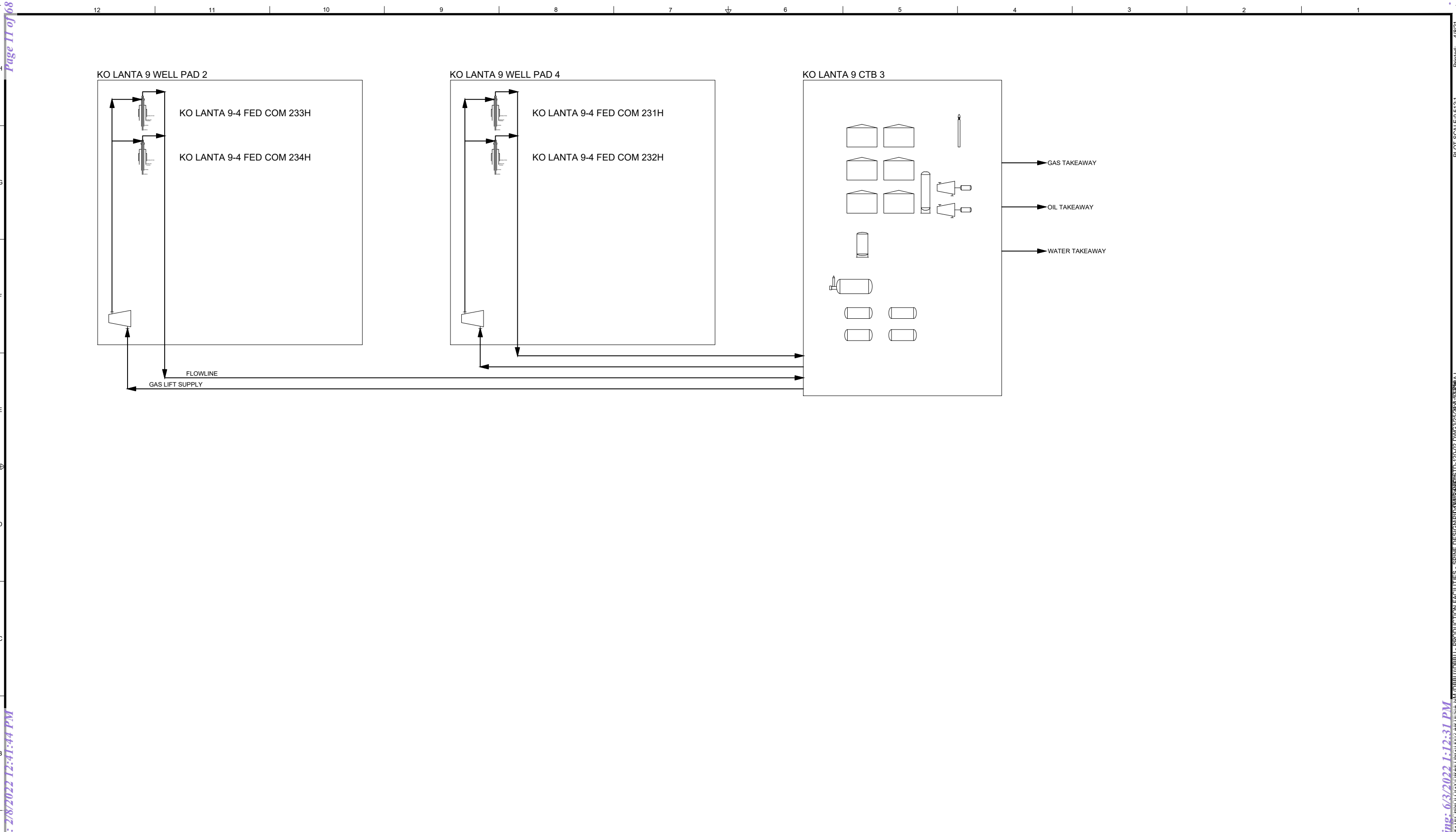
NOTES:

- ORIFICE METER
- CORIOUS METER
- MAGNETIC METER
- GAS
- OIL
- WATER
- FULL WELL STREAM
- INSTRUMENT AIR
- FMP FEDERAL MEASUREMENT POINT

<div>DEVON ENERGY CORPORATION</div>				<div>Devon Energy Corporation</div> <div>333 West Sheridan Avenue, Oklahoma City, OK 73102-5015</div>																																									
<div>STANDARD PROCESS FLOW DIAGRAM</div>				<div>FILE NAME</div> <div>STD-120-01</div>																																									
<div>REVISIONS</div> <table><thead><tr><th>REV</th><th>DESCRIPTION</th><th>DATE</th><th>BY</th><th>APPROVED</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></tbody></table>				REV	DESCRIPTION	DATE	BY	APPROVED																					<div>DRAWING STATUS</div> <table><thead><tr><th>ISSUED FOR</th><th>DATE</th><th>BY</th></tr></thead><tbody><tr><td>PHA</td><td> </td><td> </td></tr><tr><td>BID</td><td> </td><td> </td></tr><tr><td>CONSTRUCTION</td><td> </td><td> </td></tr><tr><td>AS-BUILT</td><td> </td><td> </td></tr></tbody></table> <div>CONFIDENTIAL</div> <div>This drawing is the property of Devon Energy. Any reproduction, copying or unauthorized use of this drawing, or any part thereof, without the express written consent of Devon Energy is prohibited.</div>		ISSUED FOR	DATE	BY	PHA			BID			CONSTRUCTION			AS-BUILT		
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Received by OGD: 2/8/2022 12:41:44 PM

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- NOTES:
1. EQUIPMENT AND LAYOUT CONFIGURATIONS ARE ONLY REPRESENTATIVE
 2. MEASUREMENT POINTS SHOWN IN PROCESS FLOW DIAGRAM

REV	DESCRIPTION	DATE	BY	APPROVED
DRAWING REVISION				

DRAWING STATUS		
ISSUED FOR	DATE	BY
PHA		
BID		
CONSTRUCTION		
AS-BUILT		
CONFIDENTIAL		
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DRAWN BY	DATE
ENGINEERED BY	DATE
APPROVED BY	DATE
PROJECT No.:	#####
DRAWING No.:	STD-120-02



Devon Energy Corporation	
333 West Sheridan Avenue, Oklahoma City, OK 73102-5015	
KO LANTA 9 CTB 3	
STANDARD PROCESS MAP	
FILE NAME	STD-120-02

231H,232H,233H,234H
EDDY CO, NEW MEXICO

devon

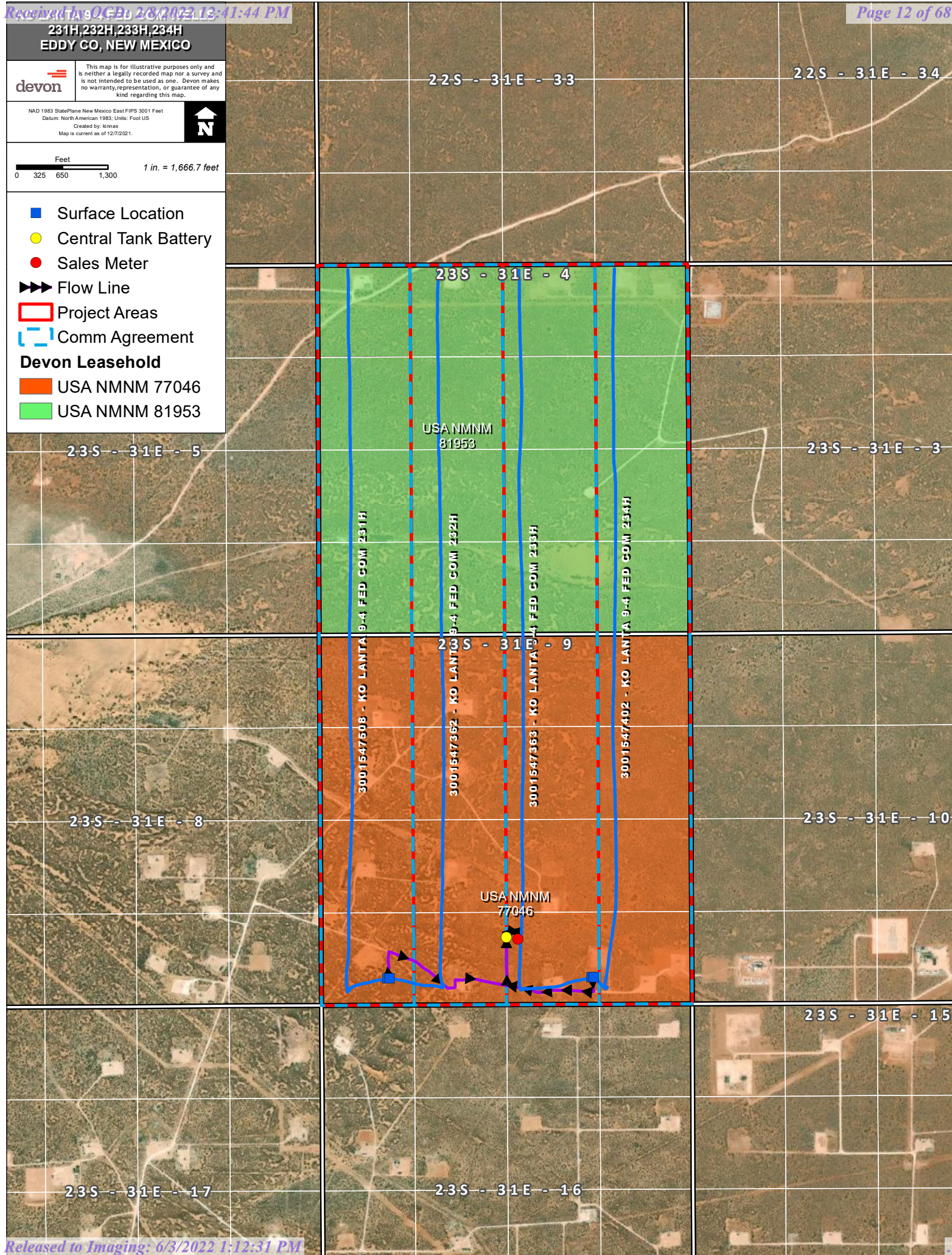
This map is for illustrative purposes only and is neither a legally recorded map nor a survey and is not intended to be used as one. Devon makes no warranty, representation, or guarantee of any kind regarding this map.

NAD 1983 StatePlane New Mexico East FIPS 3001 Feet
Datum: North American 1983; Units: Foot US
Created by: Kinnas
Map is current as of 12/7/2021.



Feet
0 325 650 1,300
1 in. = 1,666.7 feet

- Surface Location
- Central Tank Battery
- Sales Meter
- ➡➡➡ Flow Line
- ▭ Project Areas
- ▭ Comm Agreement
- Devon Leasehold**
- USA NMNM 77046
- USA NMNM 81953



KO LANTA 9 CTB 3						
ONRR	PO BOX 25627	DENVER	CO	80225-0627	9405509898642867543888	Delivered, PO Box February 3, 2022 at 9:20 am DENVER, CO 80225
CAMTERRA	2615 E END BLVD S	MARSHALL	TX	75672-7425	9405509898642170810981	Delivered, Front Desk/Reception/Mail Room February 2, 2022 at 10:43 am MARSHALL, TX 75672

From: [AFMSS](#)
To: [Harms, Jenny](#)
Subject: Well Name: Batch Sundry, Sundry Id: 2651907, Notification of Batch Sundry Received
Date: Tuesday, January 11, 2022 9:03:27 AM

The Bureau of Land Management

Notice Of Intent Receipt

- Operator Name: **DEVON ENERGY PRODUCTION COMPANY LP**
- Well Name: **Batch Sundry**
- Well Number: **Batch Sundry**
- US Well Number: **Batch Sundry**
- Sundry ID: **2651907**

The BLM received your Notice Of Intent, Commingling (Surface) and Off-Lease Measurement sundry on 01/11/2022. This is to notify you that we are processing your sundry.

You may contact the field office if you have any questions.

If we need more information we will contact you. Thank you.

This notification is automatically generated. Please do not reply to this message as this account is not monitored.

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

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

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

☒ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-47508	² Pool Code 40295	³ Pool Name Los Medanos Bone Spring
⁴ Property Code 321175	⁵ Property Name KO LANTA 9-4 FED COM	⁶ Well Number 231H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3350.9

¹⁰ Surface Location

UL or lot no. M	Section 9	Township 23 S	Range 31 E	Lot Idn	Feet from the 350	North/South line SOUTH	Feet from the 945	East/West line WEST	County EDDY
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¹¹ Bottom Hole Location If Different From Surface

UL or lot no. D	Section 4	Township 23 S	Range 31 E	Lot Idn	Feet from the 93	North/South line NORTH	Feet from the 437	East/West line WEST	County EDDY
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¹² Dedicated Acres 319.79	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

<p>NW CORNER SEC. 4 LAT. = 32.3407510°N LONG. = 103.7913679°W NMSP EAST (FT) N = 488120.70 E = 708717.11</p> <p>W/4 CORNER SEC. 4 SCALED</p> <p>SECTION CORNER LAT. = 32.3262572°N LONG. = 103.7913749°W NMSP EAST (FT) N = 482847.94 E = 708741.61</p> <p>W/4 CORNER SEC. 9 LAT. = 32.3189989°N LONG. = 103.7913664°W NMSP EAST (FT) N = 480207.40 E = 708757.59</p> <p>SW CORNER SEC. 9 LAT. = 32.3117373°N LONG. = 103.7913521°W NMSP EAST (FT) N = 477565.71 E = 708775.36</p>		<p>N89°43'49"E 2642.34'</p> <p>N89°44'25"E 2642.31'</p> <p>N/4 CORNER SEC. 4 LAT. = 32.3407482°N LONG. = 103.7828142°W NMSP EAST (FT) N = 488133.13 E = 711358.84</p> <p>NMSP EAST (FT) N = 488133.13 E = 711358.84</p> <p>NE CORNER SEC. 4 LAT. = 32.3407440°N LONG. = 103.7742605°W NMSP EAST (FT) N = 488145.31 E = 714000.60</p> <p>E/4 CORNER SEC. 4 LAT. = 32.3351111°N LONG. = 103.7742496°W NMSP EAST (FT) N = 485514.03 E = 714017.69</p> <p>SECTION CORNER LAT. = 32.3262527°N LONG. = 103.7742333°W NMSP EAST (FT) N = 482873.50 E = 714035.43</p> <p>E/4 CORNER SEC. 9 LAT. = 32.3189960°N LONG. = 103.7742310°W NMSP EAST (FT) N = 480233.55 E = 714050.30</p> <p>SE CORNER SEC. 9 LAT. = 32.3117375°N LONG. = 103.7742310°W NMSP EAST (FT) N = 477592.96 E = 714064.76</p>		<p>17 OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division</p> <p><i>Jenny Harms</i> 1-17-2022 Signature Date</p> <p>JENNY HARMS Printed Name</p> <p>JENNY.HARMS@DVN.COM E-mail Address</p>	
<p>LOT 4 LOT 3 LOT 1</p> <p>BOTTOM OF HOLE LAT. = 32.3404942°N LONG. = 103.7899520°W NMSP EAST (FT) N = 488038.21 E = 709150.25</p> <p>LAST TAKE POINT 118' FNL, 438' FWL LAT. = 32.3404255°N LONG. = 103.7899515°W</p> <p>SEC. 4</p> <p>QUARTER CORNER LAT. = 32.3262467°N LONG. = 103.7828050°W NMSP EAST (FT) N = 482857.59 E = 711388.81</p> <p>SEC. 9</p> <p>KICK OFF POINT 167' FSL, 366' FWL LAT. = 32.3121963°N LONG. = 103.7910168°W</p> <p>FIRST TAKE POINT 660' FSL, 385' FWL LAT. = 32.3135523°N LONG. = 103.7901096°W</p> <p>KO LANTA 9-4 FED COM 231H ELEV. = 3350.9' LAT. = 32.3126993°N (NAD83) LONG. = 103.7882959°W NMSP EAST (FT) N = 477920.47 E = 709717.77</p> <p>FTP 945' KOP</p> <p>SURFACE LOCATION</p> <p>S/4 CORNER SEC. 9 LAT. = 32.3117373°N LONG. = 103.7827955°W NMSP EAST (FT) N = 477579.20 E = 711418.86</p>		<p>18 SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>DECEMBER 8, 2021 Date of Survey</p> <p><i>Michael Mon F. Jaramillo</i> Signature and Seal of Professional Surveyor Certificate Number: 12797 SURVEY NO. 8075</p>			

Intent ☐ As Drilled ☒

API # 30-015-47508		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: KO LANTA 9-4 FED COM	Well Number 231H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
M	9	23S	31E		167	SOUTH	366	WEST	EDDY
Latitude 32.3121963					Longitude 103.7901685				NAD 83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
M	9	23S	31E		660	SOUTH	385	WEST	EDDY
Latitude 32.3135523					Longitude 103.7901096				NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	4	23S	31E	4	118	NORTH	438	WEST	EDDY
Latitude 32.3404255					Longitude 103.7899515				NAD 83

Is this well the defining well for the Horizontal Spacing Unit? ☒Is this well an infill well? ☐

If infill is yes please provide API if available, Operator Name and well number for Defining well for Horizontal Spacing Unit.

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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

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

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

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-47632	² Pool Code 40295	³ Pool Name Los Medanos Bone Spring
⁴ Property Code 321175	⁵ Property Name KO LANTA 9-4 FED COM	⁶ Well Number 232H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3349.8

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	9	23 S	31 E		350	SOUTH	975	WEST	EDDY

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
3	4	23 S	31 E		95	NORTH	1733	WEST	EDDY

¹² Dedicated Acres 319.76	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

	<p>¹⁷ OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the Division.</p> <p><i>Jenny Harms</i> 1-17-2022</p> <p>Signature _____ Date _____</p> <p>JENNY HARMS Printed Name</p> <p>JENNY.HARMS@DVN.COM E-mail Address</p>
	<p>¹⁸ SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>DECEMBER 8, 2021</p> <p>Date of Survey</p> <p><i>[Signature]</i> Signature and Seal of Professional Surveyor: _____</p> <p>Certificate Number: 12797</p>

Intent ☐ As Drilled ☒

API # 30-015-47632		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: KO LANTA 9-4 FED COM	Well Number 232H

Kick Off Point (KOP)

UL N	Section 9	Township 23S	Range 31E	Lot	Feet 229	From N/S SOUTH	Feet 1731	From E/W WEST	County EDDY
Latitude 32.3123667					Longitude 103.7857511			NAD 83	

First Take Point (FTP)

UL N	Section 9	Township 23S	Range 31E	Lot	Feet 737	From N/S SOUTH	Feet 1706	From E/W WEST	County EDDY
Latitude 32.3137628					Longitude 103.7858355			NAD 83	

Last Take Point (LTP)

UL	Section 4	Township 23S	Range 31E	Lot 4	Feet 119	From N/S NORTH	Feet 1732	From E/W WEST	County EDDY
Latitude 32.3404230					Longitude 103.7857625			NAD 83	

Is this well the defining well for the Horizontal Spacing Unit? ☒Is this well an infill well? ☐

If infill is yes please provide API if available, Operator Name and well number for Defining well for Horizontal Spacing Unit.

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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Santa Fe, NM 87505

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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-47363	² Pool Code 40295	³ Pool Name Los Medanos Bone Spring
⁴ Property Code	⁵ Property Name KO LANTA 9-4 FED COM	⁶ Well Number 233H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3366.3

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
P	9	23 S	31 E		350	SOUTH	1250	EAST	EDDY

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
2	4	23 S	31 E		113	NORTH	2225	EAST	EDDY

¹² Dedicated Acres 319.74	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

<p>NW CORNER SEC. 4 LAT. = 32.3407510°N LONG. = 103.7913679°W NMSP EAST (FT) N = 488120.70 E = 708717.11</p> <p>N/4 CORNER SEC. 4 LAT. = 32.3407482°N LONG. = 103.7828142°W NMSP EAST (FT) N = 488133.13 E = 711358.84</p> <p>AS-DRILLED LAST TAKE POINT 133' FSL, 2225' FEL LAT. = 32.3403816°N LONG. = 103.7814623°W NMSP EAST (FT) N = 488001.93 E = 711777.05</p> <p>NOTE: LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NAD83). LISTED NEW MEXICO STATE PLANE EAST COORDINATES ARE GRID (NAD83). BASIS OF BEARING AND DISTANCES USED ARE NEW MEXICO STATE PLANE EAST COORDINATES MODIFIED TO THE SURFACE, VERTICAL DATUM: NAVD83.</p> <p>NW CORNER SEC. 9 LAT. = 32.3262572°N LONG. = 103.7913749°W NMSP EAST (FT) N = 482847.94 E = 708741.61</p> <p>N/4 CORNER SEC. 9 LAT. = 32.3262467°N LONG. = 103.7828050°W NMSP EAST (FT) N = 482857.59 E = 711388.81</p> <p>AS-DRILLED KOP 180' FSL, 2256' FEL LAT. = 32.3122309°N LONG. = 103.7815314°W NMSP EAST (FT) N = 480207.40 E = 708757.59</p> <p>W/4 CORNER SEC. 9 LAT. = 32.3189989°N LONG. = 103.7913664°W NMSP EAST (FT) N = 480207.40 E = 708757.59</p> <p>SW CORNER SEC. 9 LAT. = 32.3117373°N LONG. = 103.7913521°W NMSP EAST (FT) N = 477565.71 E = 708775.36</p> <p>S/4 CORNER SEC. 9 LAT. = 32.3117373°N LONG. = 103.7827953°W NMSP EAST (FT) N = 477579.20 E = 711418.86</p> <p>NE CORNER SEC. 4 LAT. = 32.3407440°N LONG. = 103.7742605°W NMSP EAST (FT) N = 488145.31 E = 714000.60</p> <p>E/4 CORNER SEC. 4 LAT. = 32.3335111°N LONG. = 103.7742496°W NMSP EAST (FT) N = 485514.03 E = 714017.69</p> <p>NE CORNER SEC. 9 LAT. = 32.3262527°N LONG. = 103.7742368°W NMSP EAST (FT) N = 482873.50 E = 714035.43</p> <p>E/4 CORNER SEC. 9 LAT. = 32.3189960°N LONG. = 103.7742333°W NMSP EAST (FT) N = 480233.55 E = 714050.30</p> <p>SE CORNER SEC. 9 LAT. = 32.3117375°N LONG. = 103.7742310°W NMSP EAST (FT) N = 477592.96 E = 714064.76</p>		<p>¹⁷ OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Jenny Harms</i> 1-17-2022</p> <p>Signature _____ Date _____</p> <p>Printed Name _____</p> <p>JENNY.HARMS@DVN.COM</p> <p>E-mail Address _____</p> <p>¹⁸ SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>DECEMBER 10, 2021</p> <p>Date of Survey _____</p> <p>Signature and Seal of Professional Surveyor: </p> <p>Certificate Number: 12797</p>	
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Intent ☐ As Drilled ☒

API #		
Operator Name: DEVON ENERGY PRODUCTION CO., L.P.	Property Name: KO LANTA 9-4 FED COM	Well Number 233H

Kick Off Point (KOP)

UL O	Section 9	Township 23S	Range 31E	Lot	Feet 180	From N/S SOUTH	Feet 2256	From E/W EAST	County EDDY
Latitude 32.3122309					Longitude 103.7815314				NAD 83

First Take Point (FTP)

UL O	Section 9	Township 23S	Range 31E	Lot	Feet 683	From N/S SOUTH	Feet 2268	From E/W EAST	County EDDY
Latitude 32.3136155					Longitude 103.7815728				NAD 83

Last Take Point (LTP)

UL	Section 4	Township 23S	Range 31E	Lot 2	Feet 133	From N/S NORTH	Feet 2225	From E/W EAST	County EDDY
Latitude 32.3403816					Longitude 103.7814623				NAD 83

Is this well the defining well for the Horizontal Spacing Unit?

☒

Is this well an infill well?

☐

If infill is yes please provide API if available, Operator Name and well number for Defining well for Horizontal Spacing Unit.

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30 015 47402	² Pool Code 40295	³ Pool Name Los Medanos Bone Spring
⁴ Property Code	⁵ Property Name KO LANTA 9-4 FED COM	⁶ Well Number 234H
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁹ Elevation 3364.4

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
P	9	23 S	31 E		350	SOUTH	1220	EAST	EDDY

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
1	4	23 S	31 E		95	NORTH	863	EAST	EDDY

¹² Dedicated Acres 319.71	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

	<p>¹⁷ OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order hereafter entered by the division.</p> <p><i>Jenny Harms</i> 1-17-2022</p> <p>Signature _____ Date _____</p> <p>JENNY HARMS</p> <p>Printed Name _____</p> <p>JENNY.HARMS@DVN.COM</p> <p>E-mail Address _____</p> <p>¹⁸ SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>DECEMBER 10, 2021</p> <p>Date of Survey _____</p> <p><i>[Signature]</i> Signature and Seal of Professional Surveyor _____</p> <p>Certificate Number: T-14001-2021-AMILLC, PLS 12797 SURVEY NO. 8078A</p>
--	--

Intent ☐ As Drilled ☒

API #		
Operator Name: DEVON ENERGY PRODUCTION CO., L.P.	Property Name: KO LANTA 9-4 FED COM	Well Number 234H

Kick Off Point (KOP)

UL P	Section 9	Township 23S	Range 31E	Lot	Feet 217	From N/S SOUTH	Feet 1071	From E/W EAST	County EDDY
Latitude 32.3123340					Longitude 103.7776967			NAD 83	

First Take Point (FTP)

UL P	Section 9	Township 23S	Range 31E	Lot	Feet 870	From N/S SOUTH	Feet 968	From E/W EAST	County EDDY
Latitude 32.3141291					Longitude 103.7773653			NAD 83	

Last Take Point (LTP)

UL	Section 4	Township 23S	Range 31E	Lot 1	Feet 132	From N/S NORTH	Feet 864	From E/W EAST	County EDDY
Latitude 32.3403819					Longitude 103.7770575			NAD 83	

Is this well the defining well for the Horizontal Spacing Unit?

☐ N

Is this well an infill well?

☐ Y

If infill is yes please provide API if available, Operator Name and well number for Defining well for Horizontal Spacing Unit.

API #		
Operator Name:	Property Name:	Well Number

KZ 06/29/2018



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

New Mexico State Office
301 Dinosaur Trail
Santa Fe, New Mexico 87508
www.blm.gov/new-mexico



IN REPLY REFER TO:

NMNM138687
3105.2 (NM920)

OCT - 5 2018

Reference:

Communitization Agreement
Ko Lanta 9-4 Fed Com 528H
Section 4: Lot 1, SENE, E2SE
Section 9: E2E2
T. 23 S., R. 31 E., N.M.P.M.
Eddy County, NM

RECEIVED
OCT 09 2018
LAND DEPARTMENT

Devon Energy Production Company, LP
333 West Sheridan Avenue
Oklahoma City, OK 73102-5015

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM138687 involving 160 acres of Federal land in lease NMNM 77046, and 159.71 acres of Federal land in lease NMNM 81953, Eddy County, New Mexico, which comprise a 319.71 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the Lot 1, SENE, E2SE of Sec. 4, and E2E2 of Sec. 9, T. 23 S., R. 31 E., NMPM, Eddy County, NM, and is effective April 1, 2018. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.


Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is accurate.

Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of Natural Resources Revenue at 1-800-525-9167 or 303-231-3504.

If you have any questions regarding this approval, please contact James Glover, Geologist at (505) 954-2139 or Adrienne Brumley (505) 301-3350.

Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,


Sheila Mallory
Deputy State Director
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

NM Taxation & Revenue Dept. (Revenue Processing Div.)

NMOCD

NM (9200)

NM (P0220-CFO, File Room)

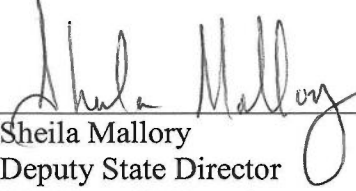
NMSO (NM925, File)

Determination - Approval - Certification

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement 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 that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering the Lot 1, SENE, E2SE of sec. 4 and E2E2 of sec. 9, T. 23 S., R. 31 E., NMPM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: **OCT - 5 2018**



Sheila Mallory
Deputy State Director
Division of Minerals

Effective: April 1, 2018

Contract No.: Com. Agr. NMNM138687

Federal/Federal

COMMUNITIZATION AGREEMENT

Contract No. NMNM 138687

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such Parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

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

Section 9: E2E2

Section 4: Lot 1, SENE, & E2SE

Eddy County, New Mexico

Containing 319.71 acres, and this agreement shall include only the Bone Spring Formations underlying said lands and the oil, natural gas and associated liquid hydrocarbon substances, hereinafter, referred to as "communitized substances, producible from such formation(s).

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

ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area, and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.

4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas regulations.

5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal, State or fee land included within the CA area are to be placed in an interest earning escrow or trust account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders rules or regulations.

10. The date of this agreement is April 1, 2018 and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect as to the Bone Spring formation(s) individually for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized formation or formations in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of non-production. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease, which would otherwise expire during said period.

11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occurs in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.

14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

15. Nondiscrimination: In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

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

Date: 4-10-18

By: Catherine Lebsack
Catherine Lebsack, Vice President

Re

CAMTERRA RESOURCES PARTNERS, LTD.,
a Texas Limited Partnership
By: Camterra Resources, Inc.,
a Texas Corporation
Its: Managing General Partner
(Record Title and Operating Rights Owner)

Date: 3-26-18

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

ACKNOWLEDGMENTS

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

The foregoing instrument was acknowledged before me on this 10th day of April, 2018 by Catherine Lebsack, Vice President of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

My Commission Expires:



Courtney Thomas
Notary Public

STATE OF TEXAS §
 §
COUNTY OF Dallas §

The foregoing instrument was acknowledged before me on this 26th day of March, 2018 by Zachary Q. Carlile as Chief Executive Officer of Camterra Resources, Inc., a Texas Corporation, Managing General Partner of Camterra Resources Partners, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

My Commission Expires:

Rebecca Sommer
Notary Public

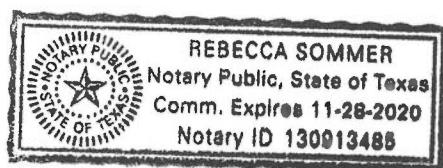


EXHIBIT "A"

To Communitization Agreement dated April 1, 2018 embracing E2E2 of Section 9 and Lot 1, SENE, & E2SE of Section 4, Township 23 South, Range 31 East, N.M.P.M., Eddy County, New Mexico.

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial No.:	NMNM-77046
Lease Date:	September 1, 1988
Lease Term:	10 Years
Lessor:	United States of America
Original Lessee:	Santa Fe Energy Operating Partners, L.P.
Present Lessee:	Devon Energy Production Company, L.P. - 100.00%
Description of Land Committed:	<u>Township 23 South, Range 31 East, N.M.P.M.</u> Section 9: Insofar and only insofar as said lease covers E2E2
Number of Acres:	160.0
Royalty Rate:	1/8
Name and Percent WI Owners:	Devon Energy Production Company, L.P. - 100.00%
Name and Percent ORRI Owners:	None

Tract No. 2

Lease Serial No.:	NMNM - 81953
Lease Date:	September 1, 1989
Lease Term:	5 years

Lessor: United States of America
 Original Lessee: Yates Petroleum Corporation
 Present Lessee: Devon Energy Production Co., LP – 93.75%
 Camterra Resources Partners, Ltd. – 6.25%
 Description of Land Committed: Township 23 South, Range 31 East, N.M.P.M.
 Section 4: Insofar and only insofar as said lease covers
 Lot 1, SENE, & E2SE
 Number of Acres: 159.71
 Royalty Rate: 1/8th
 Name and Percent WI Owners: Devon Energy Production Co., LP – 93.75%
 Camterra Resources Partners, Ltd. – 6.25%
 Contractual WI Ownership: Devon Energy Production Co., LP – 93.75%
 Camterra Resources Partners, Ltd. – 6.25%
 Name and Percent ORRI Owners: None

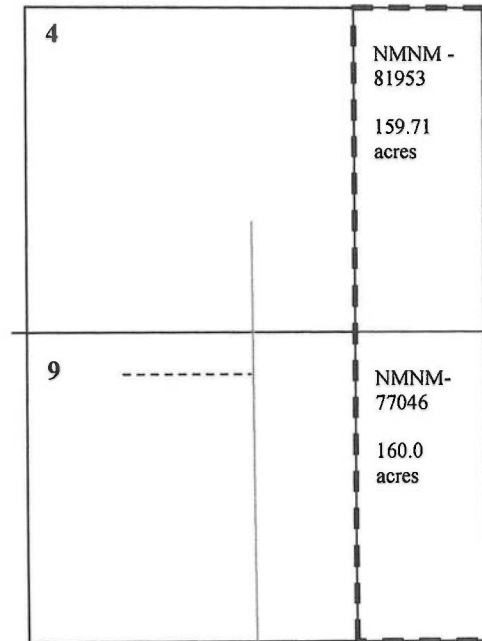
RECAPITULATION

	NO. OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
Tract No. 1	160.00	50.045354%
Tract No. 2	159.71	49.954646%
	319.71	100.00%

EXHIBIT "B"

To Communitization Agreement dated April 1, 2018 embracing E2E2 of Section 9 and Lot 1, SENE, & E2SE of Section 4, Township 23 South, Range 31 East, N.M.P.M., Eddy County, New Mexico.

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



Communitized well:

Ko Lanta 9-4 Fed Com 528H

SHL: 610' FSL & 180' FEL
Section 9-23S-31E, Eddy County, NM
BHL: 290' FNL & 400' FEL
Section 4-23S-31E, Eddy County, NM

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of June 2021, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

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

Section 9: W2W2

Section 4: Lot 4, SWNW, W2SW

Eddy County, New Mexico

Containing 319.79 acres, and this agreement shall include only the **Bone Spring** formation underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation(s).

Ko Lanta 9-4 Fed Com 231H

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 lands included within the CA area are to be paid into the appropriate Unleased Lands Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day,

Ko Lanta 9-4 Fed Com 231H

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 June 1, 2021, 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

Ko Lanta 9-4 Fed Com 231H

successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

Ko Lanta 9-4 Fed Com 231H

EXHIBIT "A"

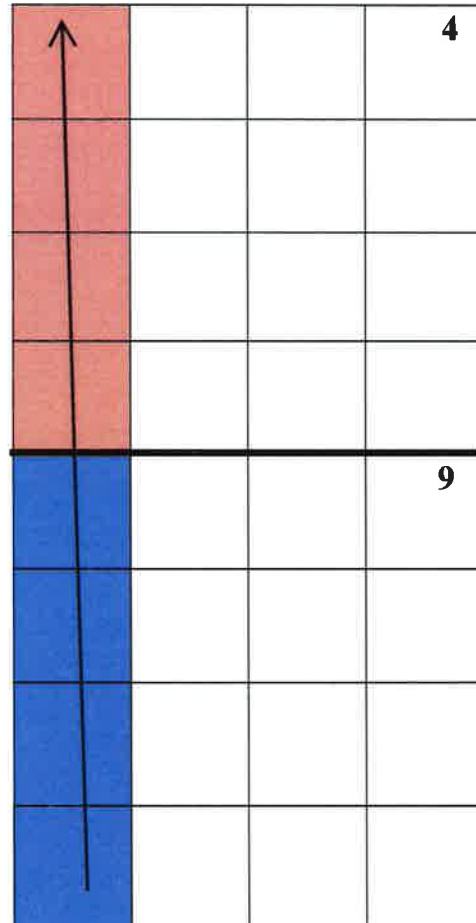
Attached to and made a part of that Communitization Agreement dated June 1, 2021, embracing the W2W2 of Section 9-23S-31E, and Lot 4, SWNW, and W2SW of Section 4-23S-31E, Eddy County, New Mexico; Bone Spring Formation

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

Tract 2:
NMNM-81953
(159.79 acres)



Tract 1:
NMNM 77046
(160.00 acres)



Ko Lanta 9-4 Fed Com 231H

EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated June 1, 2021, embracing the W2W2 of Section 9-23S-31E, and Lot 4, SWNW, and W2SW of Section 4-23S-31E, Eddy County, New Mexico; Bone Spring Formation

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

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

Lease Serial Number:	NMNM 77046
Lease Date:	September 1, 1988
Lease Term:	5 Years
Lessor:	United States of America
Original Lessee:	Santa Fe Energy Operating Partners LP
Description of Land Committed:	<u>Township 23 South, Range 31 East</u> Section 9: Insofar and only insofar as said lease covers W2W2
Number of Acres:	160
Current Lessee of Record:	Devon Energy Production Company, LP
Royalty Rate:	12.50%
Name of Working Interest Owners:	Devon Energy Production Company, LP – 100%
ORRI Owners:	None

Tract No. 2

Lease Serial Number:	NMNM 81953
Lease Date:	September 1, 1989
Lease Term:	5 Years
Lessor:	United States of America

Ko Lanta 9-4 Fed Com 231H

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

Description of Land Committed: Township 23 South, Range 31 East
Section 4: Insofar and only insofar as said lease covers Lot 4, SWNW, and W2SW

Number of Acres: 159.79

Current Lessee of Record: Devon Energy Production Company, L.P.
Camterra Resources Partners, Ltd.
EOG Resources Inc.

Royalty Rate: 12.50%

Name of Working Interest Owners: Devon Energy Production Company, L.P. – 93.75%
Camterra Resources Partners, Ltd. – 6.25%

ORRI Owners: None

Recapitalization


Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	160.00	50.032834%
2	159.79	49.967166%
TOTAL	319.79	100.0000%

Ko Lanta 9-4 Fed Com 231H

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

I, the undersigned, hereby certify, on behalf of **Devon Energy Production Company, L. P.**, Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

8-12-2021
Date

By: 
Name: Lindsey N. Miles
Title: Manager Land *KA*

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this 12th day of August, 2021, before me, a Notary Public for the State of OKLAHOMA, personally appeared Lindsey N. Miles, known to me to be the Manager, Land of Devon Energy Production Company, L.P., an Oklahoma limited partnership on behalf of said partnership.

(SEAL)

5/7/23
My Commission Expires



Clint Dake
Notary Public

Ko Lanta 9-4 Fed Com 231H

EOG Resources Inc.
(Record Title Owner)

8/18/21
Date

By: _____

Name: Matthew W Smith

Title: Agent & Attorney-in-Fact

CP

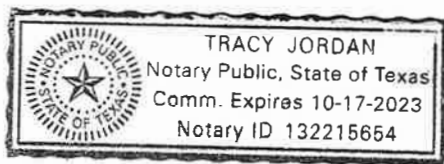
ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF Texas)
COUNTY OF Midland) SS
)

This instrument was acknowledged before me on August 18, 2021, by
Matthew W Smith, as Agent & Attorney-in-Fact of
EOG Resources, Inc.

(Seal)

Tracy Jordan
Signature of Notarial Officer
My Commission Expires: 10-17-2023



Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of June 2021, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

Township 23 South, Range 31 East, N.M.P.M.
Section 9: E2W2
Section 4: Lot 3, SENW, E2SW
Eddy County, New Mexico

Containing 319.76 acres, and this agreement shall include only the **Bone Spring** formation underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation(s).

Ko Lanta 9-4 Fed Com 232H

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 lands included within the CA area are to be paid into the appropriate Unleased Lands Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day,

Ko Lanta 9-4 Fed Com 232H

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 June 1, 2021, 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

Ko Lanta 9-4 Fed Com 232H

successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

Ko Lanta 9-4 Fed Com 232H

EXHIBIT "A"

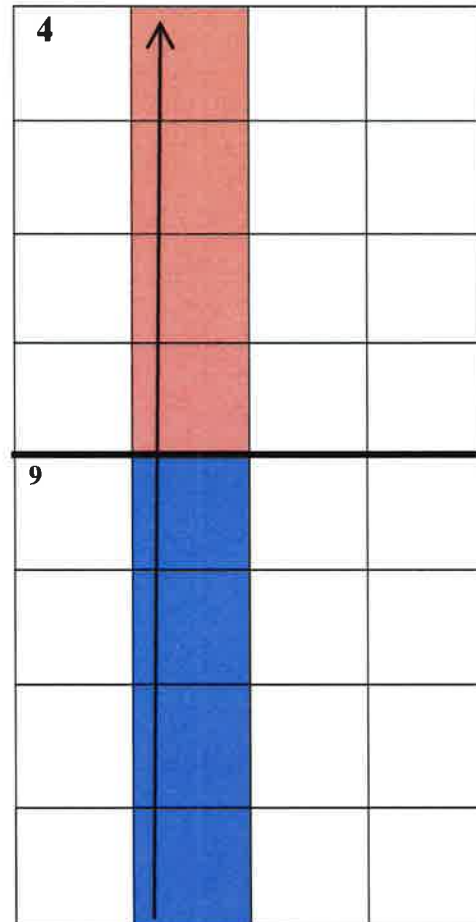
Attached to and made a part of that Communitization Agreement dated June 1, 2021, embracing the E2W2 of Section 9-23S-31E, and Lot 3, SENW, and E2SW of Section 4-23S-31E, Eddy County, New Mexico; Bone Spring Formation

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

Tract 2:
NMNM-81953
(159.76 acres)



Tract 1:
NMNM 77046
(160.00 acres)



Ko Lanta 9-4 Fed Com 232H

EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated June 1, 2021, embracing the E2W2 of Section 9-23S-31E, and Lot 3, SENW, and E2SW of Section 4-23S-31E, Eddy County, New Mexico; Bone Spring Formation

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

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

Lease Serial Number:	NMNM 77046
Lease Date:	September 1, 1988
Lease Term:	5 Years
Lessor:	United States of America
Original Lessee:	Santa Fe Energy Operating Partners LP
Description of Land Committed:	<u>Township 23 South, Range 31 East</u> Section 9: Insofar and only insofar as said lease covers E2W2
Number of Acres:	160
Current Lessee of Record:	Devon Energy Production Company, LP
Royalty Rate:	12.50%
Name of Working Interest Owners:	Devon Energy Production Company, LP – 100%
ORRI Owners:	None

Tract No. 2

Lease Serial Number:	NMNM 81953
Lease Date:	September 1, 1989
Lease Term:	5 Years
Lessor:	United States of America

Ko Lanta 9-4 Fed Com 232H

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

Description of Land Committed: Township 23 South, Range 31 East
Section 4: Insofar and only insofar as said lease covers Lot 3, SENW, and E2SW

Number of Acres: 159.76

Current Lessee of Record: Devon Energy Production Company, L.P.
Camterra Resources Partners, Ltd.
EOG Resources Inc.

Royalty Rate: 12.50%

Name of Working Interest Owners: Devon Energy Production Company, L.P. – 93.75%
Camterra Resources Partners, Ltd. – 6.25%

ORRI Owners: None

Recapitalization

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	160.00	50.037528%
2	159.76	49.962472%
TOTAL	319.76	100.0000%

Ko Lanta 9-4 Fed Com 232H

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

I, the undersigned, hereby certify, on behalf of **Devon Energy Production Company, L.P.**, Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

8-12-2021
Date

By: _____
Name: Lindsey N. Miles
Title: Manager, Land *KA*

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this 12th day of August, 2021, before me, a Notary Public for the State of OKLAHOMA, personally appeared Lindsey N. Miles, known to me to be the Manager, Land of Devon Energy Production Company, L.P., an Oklahoma limited partnership on behalf of said partnership.

(SEAL)

5/7/23
My Commission Expires



Clint Dake
Notary Public

Ko Lanta 9-4 Fed Com 232H

EOG Resources Inc.
(Record Title Owner)

8/18/21

Date

By: [Signature] CZ

Name: Matthew W Smith

Title: Agent & Attorney-in-Fact

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

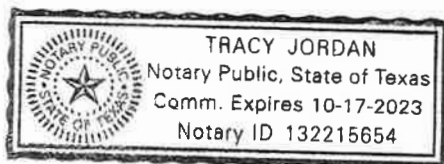
STATE OF Texas)
COUNTY OF Midland) SS
)

This instrument was acknowledged before me on August 18, 2021, by
Matthew W Smith, as Agent & Attorney-in-Fact of
EOG Resources, Inc.

(Seal)

[Signature: Tracy Jordan]
Signature of Notarial Officer

My Commission Expires: 10-17-2023



Ko Lanta 9-4 Fed Com 232H

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of June 2021, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

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

Section 9: W2E2

Section 4: Lot 2, SWNE, W2SE

Eddy County, New Mexico

Containing 319.74 acres, and this agreement shall include only the **Bone Spring** formation underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation(s).

Ko Lanta 9-4 Fed Com 233H

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 lands included within the CA area are to be paid into the appropriate Unleased Lands Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day,

Ko Lanta 9-4 Fed Com 233H

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 June 1, 2021, 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

Ko Lanta 9-4 Fed Com 233H

successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

Ko Lanta 9-4 Fed Com 233H

EXHIBIT "A"

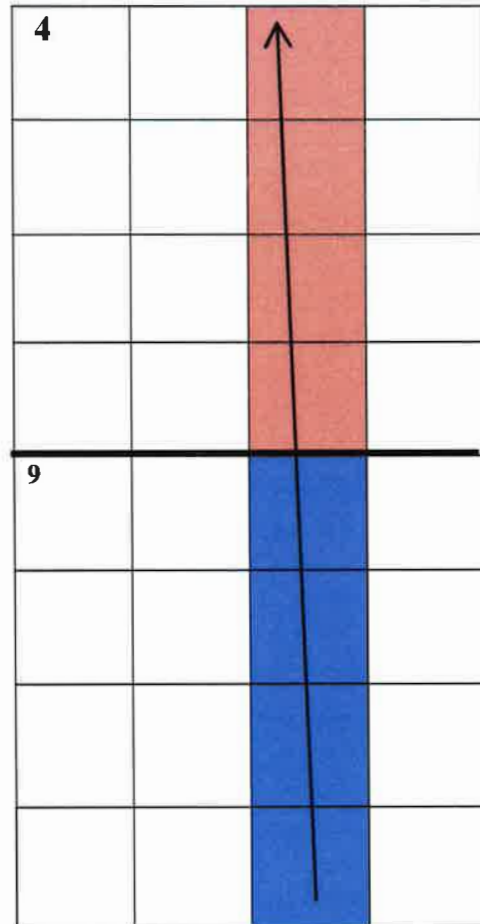
Attached to and made a part of that Communitization Agreement dated June 1, 2021,
embracing the W2E2 of Section 9-23S-31E, and Lot 2, SWNE, and W2SE of Section 4-
23S-31E, Eddy County, New Mexico; Bone Spring Formation

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

Tract 2:
NMNM-81953
(159.74 acres)



Tract 1:
NMNM 77046
(160.00 acres)



Ko Lanta 9-4 Fed Com 233H

EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated June 1, 2021, embracing the W2E2 of Section 9-23S-31E, and Lot 2, SWNE, and W2SE of Section 4-23S-31E, Eddy County, New Mexico; Bone Spring Formation

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

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

Lease Serial Number: NMNM 77046

Lease Date: September 1, 1988

Lease Term: 5 Years

Lessor: United States of America

Original Lessee: Santa Fe Energy Operating Partners LP

Description of Land Committed: Township 23 South, Range 31 East
Section 9: Insofar and only insofar as said lease covers W2E2

Number of Acres: 160

Current Lessee of Record: Devon Energy Production Company, LP

Royalty Rate: 12.50%

Name of Working Interest Owners: Devon Energy Production Company, LP – 100%

ORRI Owners: None

Tract No. 2

Lease Serial Number: NMNM 81953

Lease Date: September 1, 1989

Lease Term: 5 Years

Lessor: United States of America

Ko Lanta 9-4 Fed Com 233H

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

Description of Land Committed: Township 23 South, Range 31 East
Section 4: Insofar and only insofar as said lease covers Lot 2, SWNE, and W2SE

Number of Acres: 159.74

Current Lessee of Record: Devon Energy Production Company, L.P.
Camterra Resources Partners, Ltd.
EOG Resources Inc.

Royalty Rate: 12.50%

Name of Working Interest Owners: Devon Energy Production Company, L.P. – 93.75%
Camterra Resources Partners, Ltd. – 6.25%

ORRI Owners: None

Recapitalization

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	160.00	50.040658%
2	159.74	49.959342%
TOTAL	319.74	100.00000%

Ko Lanta 9-4 Fed Com 233H

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

I, the undersigned, hereby certify, on behalf of **Devon Energy Production Company, L.P.**, Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

8-12-2021
Date

By: _____
Name: Lindsey N. Miles
Title: Manager, Land *KL*

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF Oklahoma)

On this 12th day of August, 2021, before me, a Notary Public for the State of OKLAHOMA, personally appeared Lindsey N. Miles, known to me to be the Manager, Land of Devon Energy Production Company, L.P., an Oklahoma limited partnership on behalf of said partnership.

(SEAL)

5/7/23
My Commission Expires



Clint Dake
Notary Public

Ko Lanta 9-4 Fed Com 233H

8/18/21

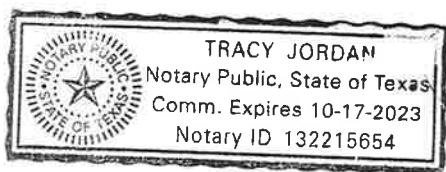
By:

Title: Agent : Attorney-in-Fact

STATE OF Texas)
) SS
COUNTY OF Midland)

This instrument was acknowledged before me on August 18, 2021, by Matthew W Smith, as Agent Attorney-in-Fact of EOG Resources, Inc.

My Commission Expires: 10-17-2023



Released to Imaging: 6/3/2022 1:12:31 PM

From: [Engineer, OCD, EMNRD](#)
To: [Harms, Jenny](#)
Cc: [McClure, Dean, EMNRD](#); [Wrinkle, Justin, EMNRD](#); [Powell, Brandon, EMNRD](#); lisa@rwbyram.com; [Glover, James](#); [Paradis, Kyle O](#); [Walls, Christopher](#)
Subject: Approved Administrative Order CTB-1043
Date: Friday, June 3, 2022 12:58:15 PM
Attachments: [CTB1043 Order.pdf](#)

NMOCD has issued Administrative Order CTB-1043 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
30-015-47362	Ko Lanta 9 4 Federal Com #232H	E/2 W/2	4-23S-31E	40295
		E/2 W/2	9-23S-31E	
30-015-47508	Ko Lanta 9 4 Federal Com #231H	W/2 W/2	4-23S-31E	40295
		W/2 W/2	9-23S-31E	
30-015-47402	Ko Lanta 9 4 Federal Com #234H	E/2 E/2	4-23S-31E	40295
		E/2 E/2	9-23S-31E	
30-015-47363	Ko Lanta 9 4 Federal Com #233H	W/2 E/2	4-23S-31E	40295
		W/2 E/2	9-23S-31E	

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

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

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

**STATE OF NEW MEXICO
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION**

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

ORDER NO. CTB-1043

ORDER

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

FINDINGS OF FACT

1. Devon Energy Production Company, LP (“Applicant”) submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells identified in Exhibit A (“Application”).
2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
3. To the extent that ownership is identical, Applicant submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7.B. NMAC.
4. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
5. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
6. Applicant 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.
7. Applicant submitted or intends to submit one or more proposed communitization agreement(s) (“Proposed Agreement(s)”) to the BLM or NMSLO, as applicable, identifying the acreage of each lease to be consolidated into a single pooled area (“Pooled Area”), as described in Exhibit B.

CONCLUSIONS OF LAW

8. 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.

9. 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.
10. 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.
11. 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.
12. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10.B.(3) NMAC and 19.15.12.10.C.(4)(h) NMAC.
13. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

ORDER

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

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

3. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
4. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling.
5. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
6. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8.B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8.E. NMAC.
7. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10.C.(2) NMAC.
8. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
9. If a well is not included in Exhibit A but produces from a pool or lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil and gas production to it, and the location(s) that commingling of its production will occur.

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

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



**ADRIENNE E. SANDOVAL
DIRECTOR**

DATE: 6/03/2022

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: **CTB-1043**

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

Central Tank Battery: **Ko Lanta 9 Central Tank Battery 3**

Central Tank Battery Location: **UL N O, Section 9, Township 23 South, Range 31 East**

Gas Title Transfer Meter Location: **UL N O, Section 9, Township 23 South, Range 31 East**

Pools

Pool Name	Pool Code
LOS MEDANOS; BONE SPRING	40295

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Bone Spring NMNM 138687	E/2 E/2	4-23S-31E
	E/2 E/2	9-23S-31E
NMNM 081953	All minus E/2 E/2	4-23S-31E
NMNM 077046	All minus E/2 E/2	9-23S-31E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-47362	Ko Lanta 9 4 Federal Com #232H	E/2 W/2	4-23S-31E	40295
		E/2 W/2	9-23S-31E	
30-015-47508	Ko Lanta 9 4 Federal Com #231H	W/2 W/2	4-23S-31E	40295
		W/2 W/2	9-23S-31E	
30-015-47402	Ko Lanta 9 4 Federal Com #234H	E/2 E/2	4-23S-31E	40295
		E/2 E/2	9-23S-31E	
30-015-47363	Ko Lanta 9 4 Federal Com #233H	W/2 E/2	4-23S-31E	40295
		W/2 E/2	9-23S-31E	

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit B

Order: **CTB-1043**
Operator: **Devon Energy Production Company, LP (6137)**

Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring NMNM 143648	W/2 W/2	4-23S-31E	319.79	A
	W/2 W/2	9-23S-31E		
CA Bone Spring NMNM 143650	E/2 W/2	4-23S-31E	319.76	B
	E/2 W/2	9-23S-31E		
CA Bone Spring NMNM 143652	W/2 E/2	4-23S-31E	319.74	C
	W/2 E/2	9-23S-31E		

Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 081953	W/2 W/2	4-23S-31E	159.79	A
NMNM 077046	W/2 W/2	9-23S-31E	160	A
NMNM 081953	E/2 W/2	4-23S-31E	159.76	B
NMNM 077046	E/2 W/2	9-23S-31E	160	B
NMNM 081953	W/2 E/2	4-23S-31E	159.74	C
NMNM 077046	W/2 E/2	9-23S-31E	160	C

District I
1625 N. French Dr., Hobbs, NM 88240
Phone:(575) 393-6161 Fax:(575) 393-0720
District II
811 S. First St., Artesia, NM 88210
Phone:(575) 748-1283 Fax:(575) 748-9720
District III
1000 Rio Brazos Rd., Aztec, NM 87410
Phone:(505) 334-6178 Fax:(505) 334-6170
District IV
1220 S. St Francis Dr., Santa Fe, NM 87505
Phone:(505) 476-3470 Fax:(505) 476-3462

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

CONDITIONS

Action 79670

CONDITIONS

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 79670
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.	6/3/2022