



Devon Energy Corporation
333 West Sheridan Avenue
Oklahoma City, OK 73102-5010
Phone (405) 228-4800

June 25, 2024

Dean McClure
Petroleum Specialist
New Mexico Energy, Minerals and Natural Resources Department
1220 South St. Francis Drive Santa Fe, New Mexico 87505
(505) 476-3471

Re: TATER TOT 2 CTB 5
Sec.-T-R: 2-24S-29E
County: Eddy Co., New Mexico
Wells: TATER TOT 2-35 FED COM 332H, 334H, 622H, 624H, 712H, 713H
Lease: NMNM103604, NMNM105821029, STATE

Agreements: 2 Bone Spring CAs Pending, 2 Wolfcamp CAs Pending
Pool: [11520] CEDAR CANYON; BONE SPRING
[98220] PURPLE SAGE; WOLFCAMP (GAS)

Dear Mr. McClure:

Please find attached the commingle application for the Central Tank Battery of the aforementioned wells. This application is necessary due to multiple pools and multiple Communitization Agreements and Leases.

The working interest, royalty interest and overriding royalty interest owners are not identical. Owners have been notified via certified mail and notice via local newspaper.

A copy of the submitted Bureau of Land Management application is attached.

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.

Should you have any questions or need further assistance, please do not hesitate to contact me at (405) 228-8429.

Sincerely,

A handwritten signature in blue ink that reads "Shayda Omoumi". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Shayda Omoumi
Regulatory Compliance Professional

Enclosures

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: Tater Tot 2-35 Fed Com Wells - See Attached **API:** See Attached
Pool: See Attached **Pool Code:** See Attached

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	
<input type="checkbox"/>	Notice Complete
<input type="checkbox"/>	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.

Shayda Omoumi
 Print or Type Name

 Signature

6/25/2024
 Date
405-552-3513
 Phone Number
shayda.omoumi@dvn.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., LP
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 Attached					

(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.

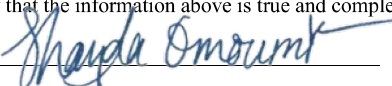
(D) OFF-LEASE STORAGE and MEASUREMENT
Please attached sheets with the following information

(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:  TITLE: Regulatory Compliance Professional DATE: 6/25/2024
TYPE OR PRINT NAME Shayda Omoumi TELEPHONE NO.: 405-552-3513
E-MAIL ADDRESS: shayda.omoumi@dvn.com

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

Proposal for Tater Tot 2 CTB 5

Per 43 CFR 3173.14 (a)(1)(i-iv) - (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, Devon Energy Production Company, LP respectfully requests approval for a Pool/Lease Commingle at the Tater Tot 2 CTB 5, wells listed below. Per 43 CFR 3170.6(a) "Any party subject to a requirement of a regulation in this part may request a variance from that requirement", Devon Energy Production Company L.P. respectfully requests approval of variance to CFR 3173.14 (a)(1)(i) & (iii) language due to newly issued NMNM105821029 at 16 2/3% royalty rate and NSL/CA formation of the pending W2E2 Bone Spring CA. Devon is confident in the ability to correctly allocate to the CAs, paying royalties accurately despite differing royalty rates and proportion of federal interest in individual leases.

CA: Pending E2W2 Bone Spring CA; Leases: NMNM103604 (12.5%), NMNM105821029 (16 2/3%), STATE			
Well Name	API	Location	Pool
TATER TOT 2-35 FED COM 332H	3001549054	O-2-24S-29E - 200 FSL & 2125 FEL	[11520] CEDAR CANYON; BONE SPRING

CA: Pending W2E2 Bone Spring CA; Leases: NMNM103604 (12.5%), NMNM105821029 (16 2/3%), STATE			
Well Name	API	Location	Pool
TATER TOT 2-35 FED COM 334H	3001549053	P-2-24S-29E - 240 FSL & 845 FEL	[11520] CEDAR CANYON; BONE SPRING

CA: Pending E2 Wolfcamp CA; Leases: NMNM103604 (12.5%), NMNM105821029 (16 2/3%), STATE			
Well Name	API	Location	Pool
TATER TOT 2-35 FED COM 622H	3001549052	O-2-24S-29E - 200 FSL & 2065 FEL	[98220] PURPLE SAGE; WOLFCAMP (GAS)
TATER TOT 2-35 FED COM 624H	3001549050	P-2-24S-29E - 240 FSL & 785 FEL	[98220] PURPLE SAGE; WOLFCAMP (GAS)
TATER TOT 2-35 FED COM 713H	3001549067	P-2-24S-29E - 240 FSL & 815 FEL	[98220] PURPLE SAGE; WOLFCAMP (GAS)

CA: Pending W2 Wolfcamp CA; Leases: NMNM103604 (12.5%), NMNM105821029 (16 2/3%), STATE			
Well Name	API	Location	Pool
TATER TOT 2-35 FED COM 712H	3001549049	O-2-24S-29E - 201 FSL & 2095 FEL	[98220] PURPLE SAGE; WOLFCAMP (GAS)

CA:

Attached is the proposed federal CA allocation method for leases in each CA.

- Pending E2W2 Bone Spring CA – Tater Tot 2-35 Fed Com 332H – E/2 W/2 of Sec 2-24S-29E and E/2 W/2 of Sec 35-23S-29E, Eddy County, New Mexico, Bone Spring Formation
- Pending W2E2 Bone Spring CA – Tater Tot 2-35 Fed Com 334H – W/2 E/2 of Sec 2-24S-29E and W/2 SE/4 NE/4 of Sec 35-23S-29E, Eddy County, New Mexico, Bone Spring Formation
- Pending E2 Wolfcamp CA – Tater Tot 2-35 Fed Com 622H, 624H, 713H – Lot 1 and 2, S/2 NE/4 and SE/4 of Sec 2-24S-29E and E/2 of Sec 35-23S-29E, Eddy County, New Mexico, Wolfcamp Formation
- Pending W2 Wolfcamp CA – Tater Tot 2-35 Fed Com 712H – W/2 of Sec 2-24S-29E and W/2 of Sec 35-23S-29E, Eddy County, New Mexico, Wolfcamp Formation

Oil & Gas metering:

The Tater Tot 2 CTB 5 central tank battery is in S2, T24S, R29E in Eddy County, New Mexico.

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

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

3-Phase oil flows through an independent and designated Coriolis meter for rate allocation. The oil then flows into a manifold where it is combined with oil from other 3-Phases. The combined stream flows into the Heater Treater(s) 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 and from the water and oil tanks 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 three water tanks that all wells utilize. All wells have one common gas delivery point(s) on location and one common oil delivery point(s) (LACT) on or directly adjacent to location.

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

Well Name	Individual Meters		
	Gas Allocation	Oil Allocation	Water Allocation
TATER TOT 2-35 STATE FED COM 622H	DVN / *	DVN / *	DVN / *
TATER TOT 2-35 STATE FED COM 332H	DVN / *	DVN / *	DVN / *
TATER TOT 2-35 STATE FED COM 712H	DVN / *	DVN / *	DVN / *
TATER TOT 2-35 STATE FED COM 713H	DVN / *	DVN / *	DVN / *
TATER TOT 2-35 STATE FED COM 334H	DVN / *	DVN / *	DVN / *
TATER TOT 2-35 STATE FED COM 624H	DVN / *	DVN / *	DVN / *
Common Meters			
VRU Allocation	DVN / *		
Gas FMP	DCP / *		
Oil FMP	ENLINK / *		

Meter Owner / Serial Number:

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

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

Process and Flow Descriptions:

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

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

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

Working, royalty, and overriding interest owners have been notified of this proposal via certified mail

Additional information:

1. The CAA will not negatively affect the royalty revenue of the federal government.
2. A list of all Federal or Indian lease, unit PA, or CA numbers in the proposed Commingling and Allocation Approval (CAA). Please reference page 1.
3. A proposed allocation agreement (including allocation of produced water) that includes: Information provided on Allocation Methodology Attachment.
 - a. An allocation methodology
 - b. An example of how the methodology is applied (multiple examples may be included to ensure clarity) Provided on Applied Allocation Spreadsheet Examples Attachment.
 - c. A statement that any allocation meters (non-FMPs) will meet either FMP regulations or API measurement standards:
 - i. Devon orifice meters installed and maintained for the allocation of gas measurement will meet the requirements set forth in API MPMS Chapter 20.1-2013 and API MPMS Chapter 20.2-2016 as applicable.

When applicable and as recommended in API MPMS 20.1 and 20.2, Devon orifice meters used for allocation measurement upstream of the FMP will meet API MPMS Chapter 14.3.2–2016 specification and installation standard requirements. All orifice plates used for allocation measurement will also meet the API MPMS Chapter 14.3.2–2016 standard for construction and condition. Any electronic flow meter (EFM) installed for allocation measurement will meet the requirements for measurement volume calculations provided in API MPMS Chapter 21.1-2013 Flow Measurement using Electronic Metering Systems – Electronic Gas Measurement. Gas quality determination for Devon allocation measurement will meet the requirements of API Chapter 14.1 and GPA 2166-2017.

Devon Coriolis meters installed and maintained for the allocation of oil measurement will meet the requirements set forth in API MPMS Chapter 20.1-2013 and API MPMS Chapter 20.2-2016 as applicable.

When applicable and as recommended in API MPMS 20.1 and 20.2, Devon will reference API MPMS Chapter 5.6-2013 for guidance when operating Coriolis meters installed for oil allocation measurement applications, temperature measurement will be in accordance with API MPMS Chapter 7, Devon will reference API MPMS Chapter 11.1-2012 for temperature and pressure volume correction factors when appropriate, Calculations of oil quantities will be determined per API MPMS Chapter 12.2.1-2014 as applicable.

- d. A copy of the agreement signed by each operator of each of the leases, unit PAs, or CAs from which production would be included in the CAA (if more than one operator is involved)
4. A topographic map of appropriate scale (multiple maps may be included to ensure clarity) that includes: Please see Lease Map

- a. The boundaries of all the leases, unit PAs, or CAs that are proposed for the CAA
 - b. The location of all existing or planned facilities
 - c. The location of all wells (including API numbers) that are in the proposed CAA
 - d. Any piping that will be included in the CAA
 - e. The location of all existing or proposed FMPs
5. A statement that all leases, unit PAs, or CAs in the proposed CAA are capable of production in paying quantities and documentation to prove the statement.
 - i. Completion Report will provide well test.
 6. Gas analysis - not required operator is applying for a CAA under 3173.14(a)(1)
 7. A statement on whether the location of the FMP is on lease or off lease.
 - a. On lease FMP: Location is considered to be on lease due to one of the producing leases/CA's/PA's included in the commingle application.
 8. A statement on whether any new surface disturbance is included as part of the proposed CAA (proposed FMP, associated facilities, etc.). If new surface disturbance is part of the proposal, a surface disturbance sundry must be submitted with a surface use plan of operations.
 - a. There is not any additional surface disturbance for this location.
 9. Any additional documentation that would be required under 3174.15 (f—i) relating to surface use or right of way grant applications
 - a. There are not any additional right of way grant applications for this location.

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

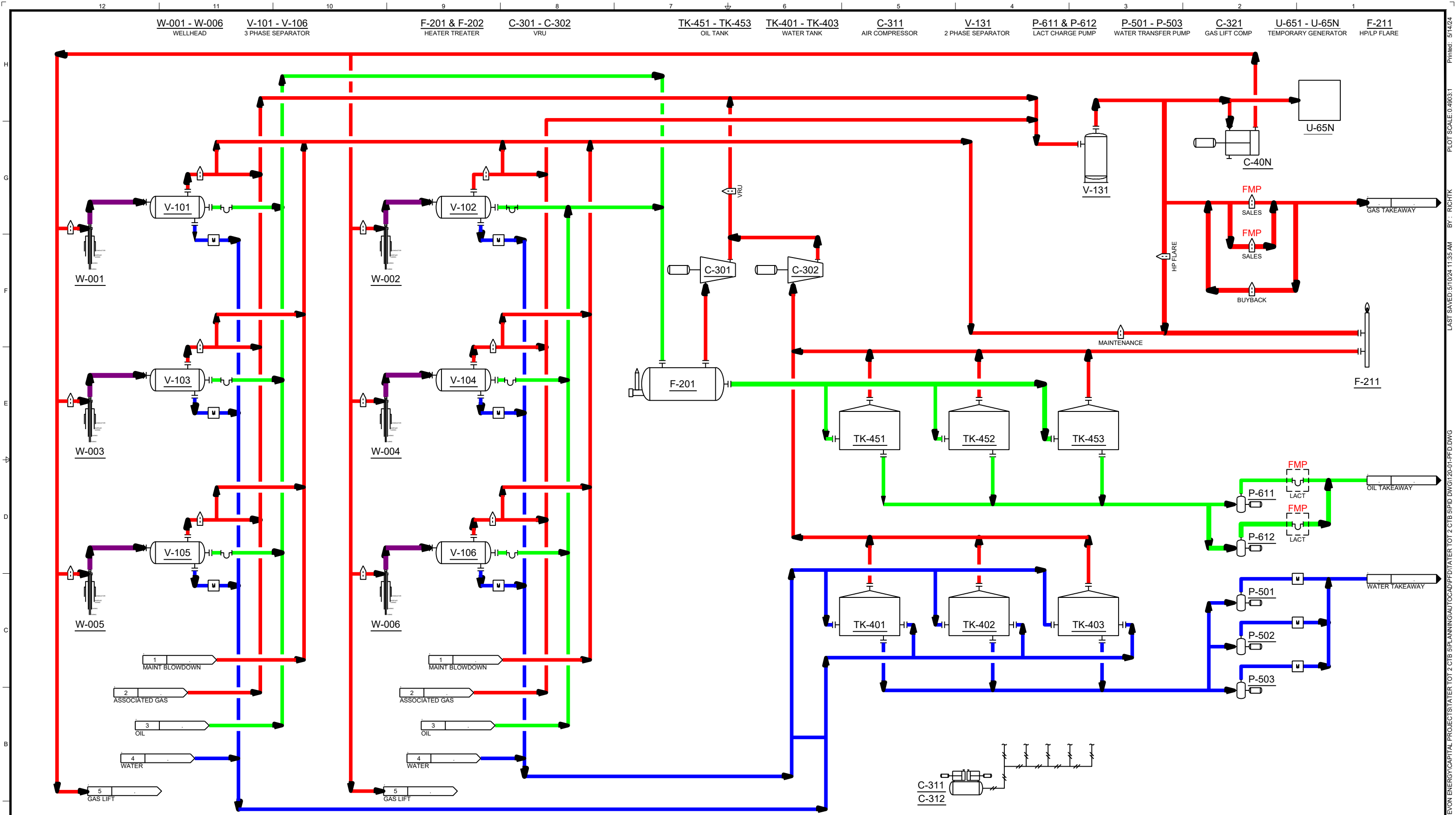
Each well has an oil meter measuring the volume of oil produced by the well. This volume is used as the allocation point to prorate Allocated Production and Total Sales Volume (FMP) back to each well.

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.



NOTES:

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

REV	DESCRIPTION	DATE	DRAWN	APPROV
A	INITIAL RELEASE	01/10/24	KR	AL

LAT. / LONG. COORDINATES
GPS: N. _____ -W. _____

CONFIDENTIAL
This drawing is the property of Devon Energy. Any reproduction, copying or unauthorized use of this drawing, or any part thereof, without the express written consent of Devon Energy is prohibited.

DRAWN BY: KR
ENGINEERED BY: *Alicia Little*
WBS PROJECT No.:
DATE: 12/18/23
DRAWING No.: 120-01-PFD.dwg

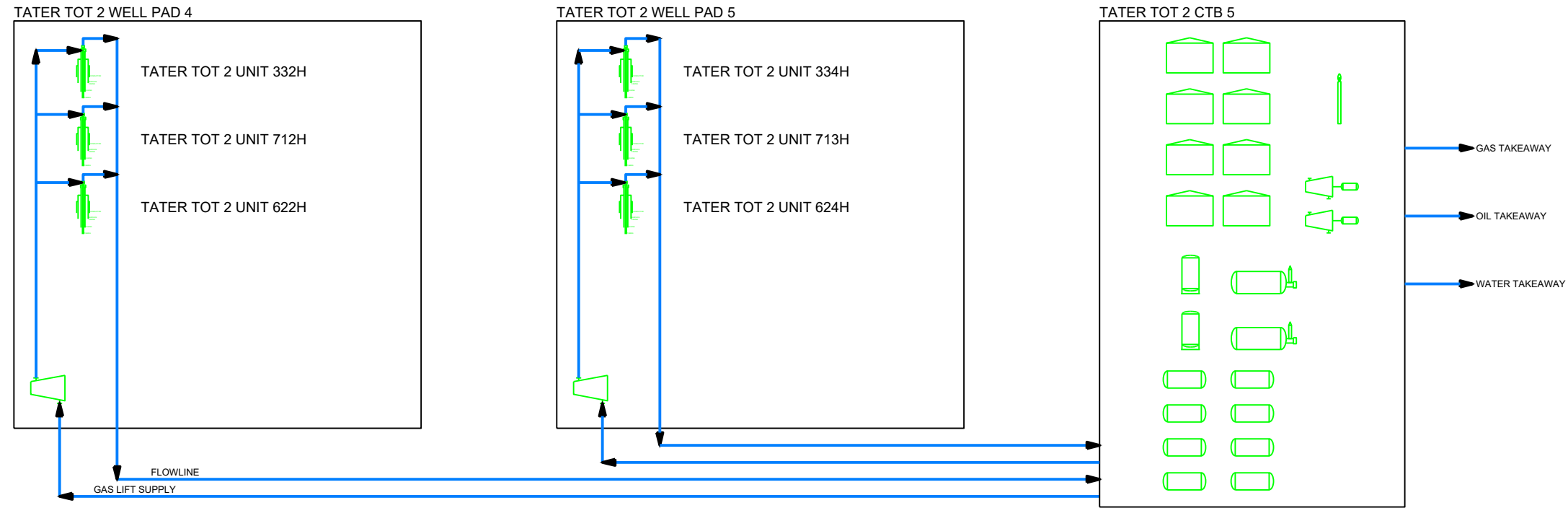


Devon Energy Corporation
333 West Sheridan Avenue, Oklahoma City, OK 73102-5015

DBBU - SPINE DESIGN - "REV 3.1"
PROCESS FLOW DIAGRAM
TATER TOT 2 CTB 5 - PHASE 1

FILE NAME: 120-01-PFD
DWG REV: A

Printed: 5/14/24
PLOT SCALE: 0.4803:1
BY: RICHTK
LAST SAVED: 5/10/24 11:35 AM
C:\USERS\RICHTK\ONEDRIVE - DEVON ENERGY\CAPITAL PROJECTS\TATER TOT 2 CTB 5\PLANNING\AUTOCAD\PFDD\TATER TOT 2 CTB 5\120-01-PFD.DWG



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

REV	DESCRIPTION	DATE	DRAWN	APPROV
A	INITIAL RELEASE	01/10/24	KR	PM

LAT. / LONG. COORDINATES
 GPS:
 N. _____, -W. _____

CONFIDENTIAL
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DRAWN BY:	DATE:
KR	12/18/23
ENGINEERED BY:	DATE:
AL	12/18/23
WBS PROJECT No.:	
DRAWING No.:	
120-03-PFD.dwg	



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

DBBU - SPINE DESIGN - "REV 3.1"
PROCESS FLOW DIAGRAM
TATER TOT 2 CTB 5 - PHASE 1

FILE NAME: 120-03-PFD
 DWG REV: A

L:\USERS\RICK\KONERDRIVE - DEVON ENERGY\CAPITAL PROJECTS\TATER TOT 2 CTB 5\PLANNING\AUTOCAD\PF\TATER TOT 2 CTB 5\PID DWG\120-03-PFD.DWG
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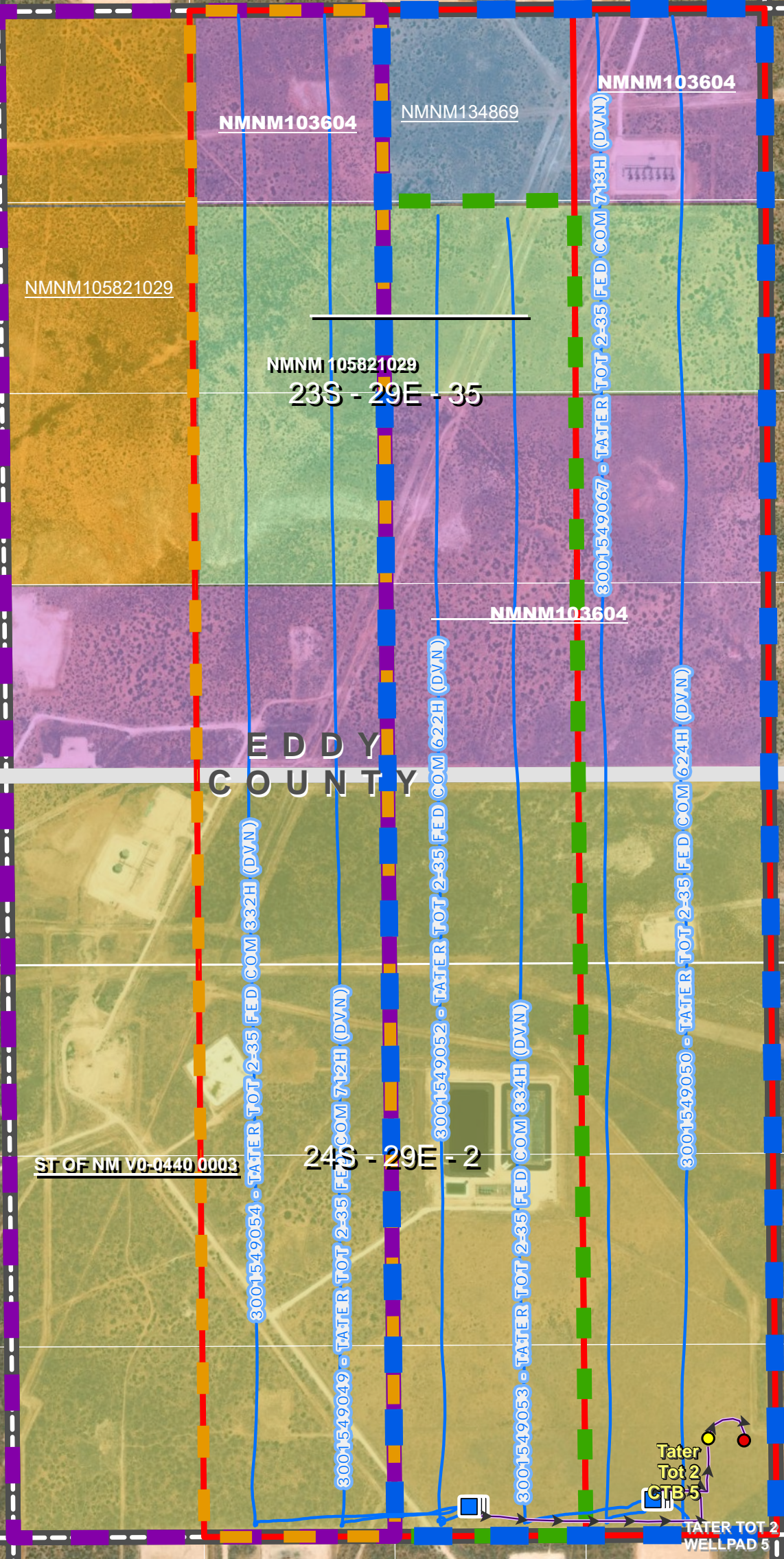
devon
This map is for illustrative purposes only and is neither a legally recorded map nor a survey and is not intended to be used as one. Devon makes no warranty, representation, or guarantee of any kind regarding this map.

Projection: Transverse Mercator
Map Units: Foot US
Created by: kinnas
Map is current as of: 5/23/2024



0 500 1,000 Feet
Scale: 1:21,000

- Central Tank Battery
- Sales Meter
- Flow Line
- Deviated Surface
- Directional Survey (ACT-DVN/OBO)
- CA - Pending
- CA - Pending
- CA - Pending
- CA - Pending
- Project Areas
- Devon Leasehold
 - ST OF NM V0-0440 0003
 - NMNM 105821029
 - NMNM 103604
 - NMNM 105821029
 - NMNM 134869



Economic Justification Report

Tater Tot 2 CTB 5

Well Name & Number	Type	Fed Lease 1	Royalty Rate	Fed Lease 2 (if applicable)	Royalty Rate	BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
Tater Tot 2-35 Fed Com 332H*	Sweet	NMNM103604 - 12.5%		NMNM105821029 - 16 2/3%		1383	45.9	2479	1464
Tater Tot 2-35 Fed Com 334H*	Sweet	NMNM103604 - 12.5%		NMNM105821029 - 16 2/3%		1194	45.9	2183	1464
Tater Tot 2-35 Fed Com 622H*	Sweet	NMNM103604 - 12.5%		NMNM105821029 - 16 2/3%		1700	45.9	2982	1464
Tater Tot 2-35 Fed Com 624H*	Sweet	NMNM103604 - 12.5%		NMNM105821029 - 16 2/3%		1197	45.9	2363	1464
Tater Tot 2-35 Fed Com 712H*	Sweet	NMNM103604 - 12.5%		NMNM105821029 - 16 2/3%		1735	46.4	3225	1460
Tater Tot 2-35 Fed Com 713H*	Sweet	NMNM103604 - 12.5%		NMNM105821029 - 16 2/3%		1437	46.4	2608	1460
These calculations are based off of offset well production and are only a proposal									

Signed:



Date: 6/25/2024

Economic Combined Production

Printed Name: Shayda Omoumi

Title: Regulatory Compliance Professional

BOPD	Oil Gravity @ 60°	MCFPD	Dry BTU
8646.0	46.1	15840.0	1462.5

The combining of production between the wells above will not have any valuation impact due to any quality differences in the oil quality between the Bonespring and Wolfcamp formations.

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE
Revised June, 2022

ONLINE Version
COMMUNITIZATION AGREEMENT

API Initial Well: 30-0 15 - 49054

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

WITNESSETH:

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

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

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

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

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

Lot 3, SE/4 NW/4, and E/2 SW/4 of Section 2-24S-29E
Subdivisions E/2 W/2 of Section 35-23S-29E,
Sect(s) _____, T _____, R _____, NMPM Eddy County, NM
containing 319.66 acres, more or less, and this agreement shall include only the
Bone Spring Formation
or pool, underlying said lands and the oil, natural gas and associated liquid hydrocarbons
(hereinafter referred to as "communitized substances") producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is October Month 1st Day, 2023 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
- 13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. Nondiscrimination: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

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

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

By _____
Print name of person

Echo Production, Inc.

Type of authority

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

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

Echo Production, Inc.
(Record Title Owner)

10/19/2023
Date

By: Anne Street Skipper
Anne Street Skipper

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

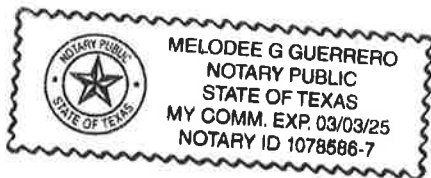
STATE OF Texas)
) SS
COUNTY OF Young)

This instrument was acknowledged before me on October 17, 2023, by Anne Street Skipper, as CEO of Echo Production, Inc., a Texas Corporation.

Melodee G. Guerrero
Signature of Notarial Officer

(Seal)

My Commission Expires: 03/03/2025



Tater Tot 2-35 Fed Com 332H

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

Allar Development, LLC
(Operating Rights Owner)

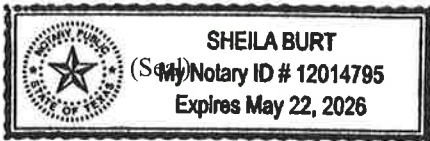
9/25/23
Date

By: [Signature]

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF Texas)
) SS
COUNTY OF Young)

This instrument was acknowledged before me on Sept 25, 2023, by John Chiles Graham, as President of Allar Development, LLC, Delaware Limited Liability Company.



Sheila Burt
Signature of Notarial Officer

My Commission Expires: May 22, 2026

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated October 1, 2023, embracing the E/2 W/2 of Section 2, T-24-S, R-29-E and the E/2 W/2 of Section 35, T-23-S, R-29-E, Eddy County, New Mexico, Bone Spring Formation

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

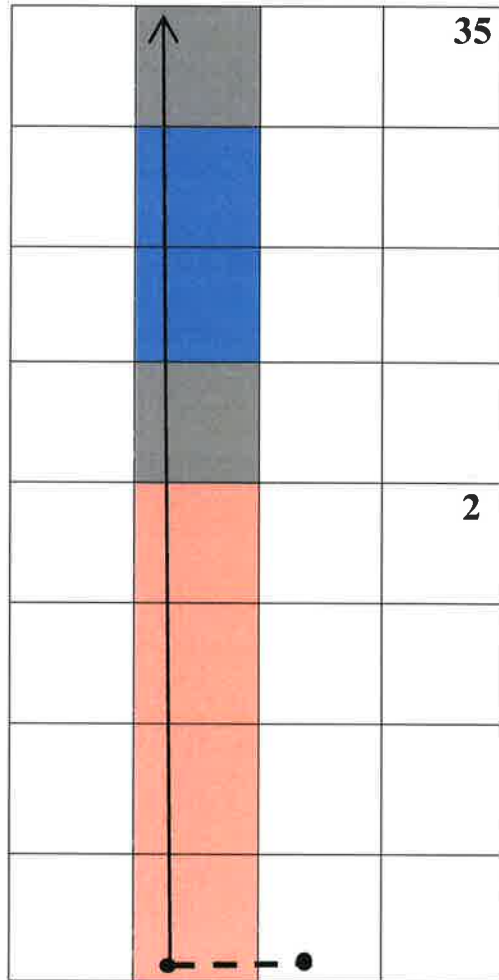
Tract 1:
ST OF NM V0-0440
(159.66 Acres)



Tract 2:
USA NMNM-103604
(80 Acres)



Tract 3:
USA NMNM-105821029
(80 Acres)



Tater Tot 2-35 Fed Com 332H

SHL: Sec. 2-24S-29E 200' FSL & 2,125' FEL

BHL: Sec. 35-23S-29E 20' FNL & 1,690' FWL

Tater Tot 2-35 Fed Com 332H

EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated October 1, 2023, embracing the E/2 W/2 of Section 2, T-24-S, R-29-E and the E/2 W/2 of Section 35, T-23-S, R-29-E, 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:	V0-0440	
Lease Date:	February 1, 1982	
Lease Term:	5 Years	
Lessor:	State of New Mexico	
Original Lessee:	The Superior Oil Company	
Description of Land Committed:	<u>Township 24 South, Range 29 East</u> Insofar and only insofar as said lease covers: Section 2: Lot 3, SE/4 NW/4, and E/2 SW/4	
Number of Acres:	159.66	
Current Lessee of Record:	Devon Energy Production Company, L.P.	
Royalty Rate:	16.666667%	
Name of Working Interest Owners:	Devon Energy Production Company, L.P.	100%
ORRI Owners:	Tap Rock Minerals, LP	

Tater Tot 2-35 Fed Com 332H

Tract No. 2

Lease Serial Number: NMNM 103604

Lease Date: December 1, 1999

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: Echo Production, Inc.

Description of Land Committed: Township 23 South, Range 29 East
 Insofar and only insofar as said lease covers:
 Section 35: SE/4 SW/4 and NE/4 NW/4

Number of Acres: 80.00

Current Lessee of Record: Echo Production, Inc.

Royalty Rate: 12.50%

Name of Working Interest Owners: Devon Energy Production Company, L.P. 88.09750%
 Allar Development, LLC 11.5%
 Highland (Texas) Energy Co. 0.402500%

ORRI Owners: Cornerstone Family Trust
 LJA Charitable Investments, LLC
 The Allar Company
 Strategic Energy Income Fund IV, LP

Tract No. 3

Lease Serial Number: NMNM 105821029

Lease Date: July 1, 2023

Lease Term: 10 Years

Lessor: United States of America

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

Tater Tot 2-35 Fed Com 332H

Description of Land Committed: Township 23 South, Range 29 East
Insofar and only insofar as said lease covers:
Section 35: SE/4 NW/4 and NE/4 SW/4

Number of Acres: 80.00

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

Royalty Rate: 16.67%

Name of Working Interest Owners: Devon Energy Production Company, L.P. 100%

ORRI Owners: None

Tater Tot 2-35 Fed Com 332H

Recapitulation

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	159.66	49.946818%
2	80.00	25.026591%
3	80.00	25.026591%
Total	319.66	100.000%

Tater Tot 2-35 Fed Com 332H

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE
Revised June, 2022

ONLINE Version
COMMUNITIZATION AGREEMENT

API Initial Well: 30-0 15 - 49053

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

WITNESSETH:

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

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

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

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

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

Subdivisions Lot 2, SW/4 NE/4, and W/2 SE/4 of Section 2-24S-29E
W/2 E/2 of Section 35-23S-29E

Sect(s) _____, T _____, R _____, NMPM _____ Eddy County, NM

containing 279.62 acres, more or less, and this agreement shall include only the

Bone Spring Formation

or pool, underlying said lands and the oil, natural gas and associated liquid hydrocarbons

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

2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is October Month 1st Day, 2023 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
- 13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. Nondiscrimination: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

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

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

By _____
Print name of person

Echo Production, Inc.

Type of authority

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

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

Allar Development, LLC
(Operating Rights Owner)

9/25/23
Date

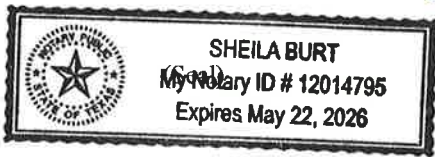
By: [Signature]

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF Texas)
) SS
COUNTY OF Young)

This instrument was acknowledged before me on Sept. 25, 2023, by John Chiles Graham, as President of Allar Development, LLC, Delaware Limited Liability Company.

Sheila Burt
Signature of Notarial Officer



My Commission Expires: May 22, 2026

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated October 1, 2023, embracing the W/2 E/2 of Section 2, T-24-S, R-29-E and the W/2 SE/4 and SW/4 NE/4 of Section 35, T-23-S, R-29-E, Eddy County, New Mexico, Bone Spring Formation

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

Tract 1:

ST OF NM V0-0440
(159.62 Acres)



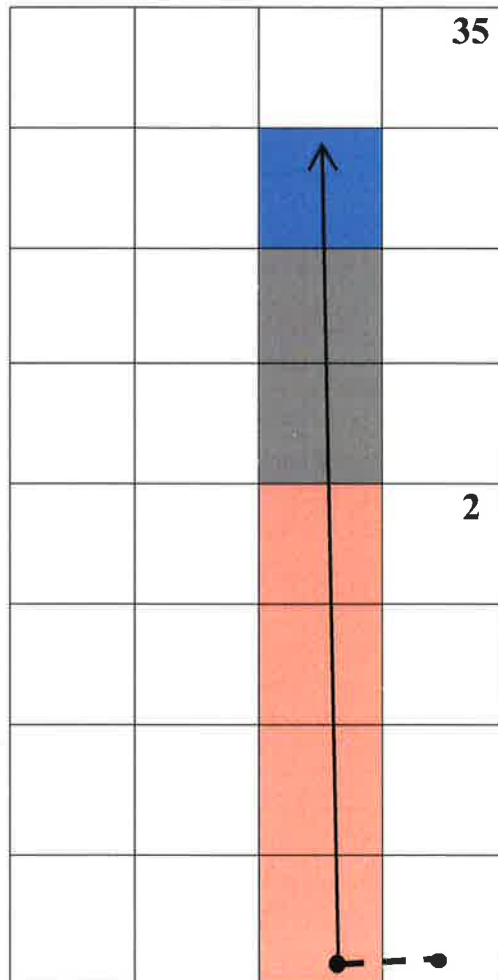
Tract 2:

USA NMNM-103604
(80 Acres)



Tract 3:

USA NMNM-105821029
(40 Acres)



Tater Tot 2-35 Fed Com 334H

SHL: Sec. 2-24S-29E 240' FSL & 845' FEL

BHL: Sec. 35-23S-29E 1,351' FNL & 1,740' FEL

Tater Tot 2-35 Fed Com 334H

EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated October 1, 2023, embracing the W/2 E/2 of Section 2, T-24-S, R-29-E and the W/2 SE/4 and SW/4 NE/4 of Section 35, T-23-S, R-29-E, 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:	V0-0440	
Lease Date:	February 1, 1982	
Lease Term:	5 Years	
Lessor:	State of New Mexico	
Original Lessee:	The Superior Oil Company	
Description of Land Committed:	<u>Township 24 South, Range 29 East</u> Insofar and only insofar as said lease covers: Section 2: Lot 2, SW/4 NE/4, W/2 SE/4	
Number of Acres:	159.62	
Current Lessee of Record:	Devon Energy Production Company, L.P.	
Royalty Rate:	16.666667%	
Name of Working Interest Owners:	Devon Energy Production Company, L.P.	100%
ORRI Owners:	Tap Rock Minerals, LP	

Tater Tot 2-35 Fed Com 334H

Tract No. 2

Lease Serial Number: NMNM 103604

Lease Date: December 1, 1999

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: Echo Production, Inc.

Description of Land Committed: Township 23 South, Range 29 East
 Insofar and only insofar as said lease covers:
 Section 35: W/2 SE/4

Number of Acres: 80.00

Current Lessee of Record: Echo Production, Inc.

Royalty Rate: 12.50%

Name of Working Interest Owners: Devon Energy Production Company, L.P. 88.09750%
 Allar Development, LLC 11.5%
 Highland (Texas) Energy Co. 0.402500%

ORRI Owners: Cornerstone Family Trust
 LJA Charitable Investments, LLC
 The Allar Company
 Strategic Energy Income Fund IV, LP

Tract No. 3

Lease Serial Number: NMNM 105821029

Lease Date: July 1, 2023

Lease Term: 10 Years

Lessor: United States of America

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

Tater Tot 2-35 Fed Com 334H

Description of Land Committed: Township 23 South, Range 29 East
Insofar and only insofar as said lease covers:
Section 35: SW/4 NE/4

Number of Acres: 40.00

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

Royalty Rate: 16.67%

Name of Working Interest Owners: Devon Energy Production Company, L.P. 100%

ORRI Owners: None

Tater Tot 2-35 Fed Com 334H

Recapitulation

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	159.62	57.084615%
2	80.00	28.610257%
3	40.00	14.305128%
Total	279.62	100.000%

Tater Tot 2-35 Fed Com 334H

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of October 2023, 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 24 South, Range 29 East, N.M.P.M.
 Section 2: Lots 3 and 4, S/2 NW/4, and SW/4
Township 23 South, Range 29 East, N.M.P.M.
 Section 35: W/2
 Eddy County, New Mexico

Containing **639.36** acres, and this agreement shall include only the **Wolfcamp** formation underlying said lands and the oil, natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation(s).

Tater Tot 2-35 Fed Com 621H, 711H, and 712H

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,

Tater Tot 2-35 Fed Com 621H, 711H, and 712H

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 October 1, 2023, 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

Tater Tot 2-35 Fed Com 621H, 711H, and 712H

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.

Tater Tot 2-35 Fed Com 621H, 711H, and 712H

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

Allar Development, LLC
(Operating Rights Owner)

9/25/23

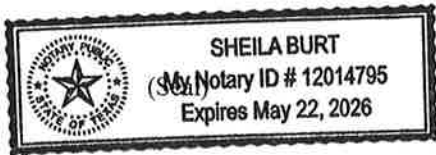
Date

By: [Signature]

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF Texas)
) SS
COUNTY OF Young)

This instrument was acknowledged before me on Sept 25, 2023, by John Chiles Graham, as President of Allar Development, LLC, Delaware Limited Liability Company.



Sheila Burt
Signature of Notarial Officer

My Commission Expires: May 22, 2026

Tater Tot 2-35 Fed Com 621H, 711H, and 712H

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated October 1, 2023, embracing the W/2 of Section 2, T-24-S, R-29-E and the W/2 of Section 35, T-23-S, R-29-E, Eddy County, New Mexico, Wolfcamp Formation

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

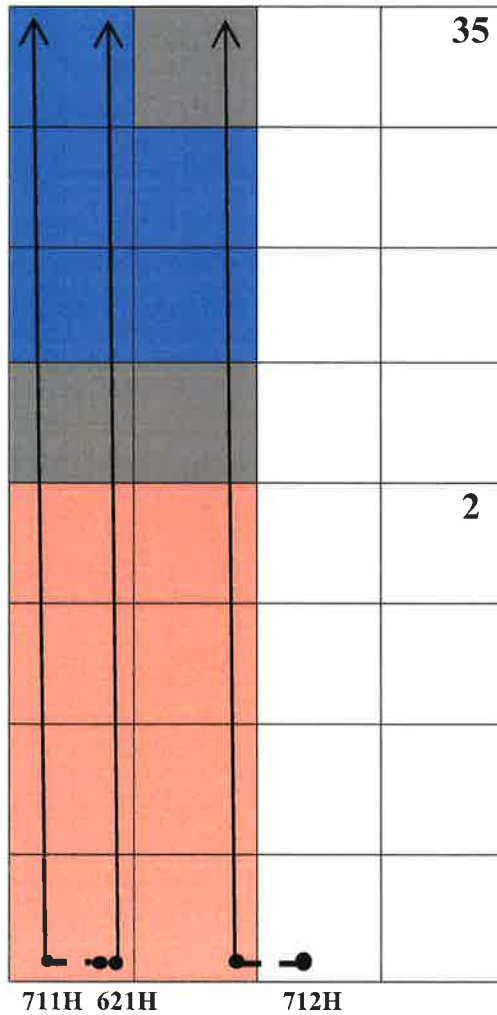
Tract 1:
ST OF NM V0-0440
(319.36 Acres)



Tract 2:
USA NMNM-103604
(120 Acres)



Tract 3:
USA NMNM-105821029
(200 Acres)



Tater Tot 2-35 Fed Com 621H
SHL: Sec. 2-24S-29E 200' FSL & 1,090' FWL
BHL: Sec. 35-23S-29E 20' FNL & 1,070' FWL

Tater Tot 2-35 Fed Com 711H
SHL: Sec. 2-24S-29E 200' FSL & 2,095' FEL
BHL: Sec. 35-23S-32E 20' FNL & 2,310' FWL

Tater Tot 2-35 Fed Com 712H
SHL: Sec. 2-24S-29E 200' FSL & 2,095' FEL
BHL: Sec. 35-23S-32E 20' FNL & 2,310' FWL

Tater Tot 2-35 Fed Com 621H, 711H, and 712H

EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated October 1, 2023, embracing the W/2 of Section 2, T-24-S, R-29-E and the W/2 of Section 35, T-23-S, R-29-E, Eddy County, New Mexico, Wolfcamp Formation

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	V0-0440	
Lease Date:	February 1, 1982	
Lease Term:	5 Years	
Lessor:	State of New Mexico	
Original Lessee:	The Superior Oil Company	
Description of Land Committed:	<u>Township 24 South, Range 29 East</u> Insofar and only insofar as said lease covers: Section 2: Lots 3 and 4, S/2 NW/4, and SW/4	
Number of Acres:	319.36	
Current Lessee of Record:	Devon Energy Production Company, L.P.	
Royalty Rate:	16.666667%	
Name of Working Interest Owners:	Devon Energy Production Company, L.P.	100%
ORRI Owners:	Tap Rock Minerals, LP	

Tater Tot 2-35 Fed Com 621H, 711H, and 712H

Tract No. 2

Lease Serial Number: NMNM 103604

Lease Date: December 1, 1999

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: Echo Production, Inc.

Description of Land Committed: Township 23 South, Range 29 East
 Insofar and only insofar as said lease covers:
 Section 35: S/2 SW/4 and NE/4 NW/4

Number of Acres: 120.00

Current Lessee of Record: Echo Production, Inc.

Royalty Rate: 12.50%

Name of Working Interest Owners: Devon Energy Production Company, L.P. 88.09750%
 Allar Development, LLC 11.5%
 Highland (Texas) Energy Co. 0.402500%

ORRI Owners: Cornerstone Family Trust
 LJA Charitable Investments, LLC
 The Allar Company
 Strategic Energy Income Fund IV, LP

Tract No. 3

Lease Serial Number: NMNM 105821029

Lease Date: July 1, 2023

Lease Term: 10 Years

Lessor: United States of America

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

Tater Tot 2-35 Fed Com 621H, 711H, and 712H

Description of Land Committed: Township 23 South, Range 29 East
Insofar and only insofar as said lease covers:
Section 35: N/2 SW/4, S/2 NW/4, and NW/4 NW/4

Number of Acres: 200.00

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

Royalty Rate: 16.67%

Name of Working Interest Owners: Devon Energy Production Company, L.P. 100%

ORRI Owners: None

Tater Tot 2-35 Fed Com 621H, 711H, and 712H

Recapitulation

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	319.36	49.94995%
2	120.00	18.768769%
3	200.00	31.281281%
Total	639.36	100.000%

Tater Tot 2-35 Fed Com 621H, 711H, and 712H

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE

Revised June, 2022

ONLINE Version
COMMUNITIZATION AGREEMENT

API Initial Well: 30-0 15 - 49052

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

WITNESSETH:

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

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

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

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

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

Subdivisions Lots 1 and 2, S/2 NE/4 and SE/4 of Section 2-24S-29E
E/2 of Section 35-23S-29E,
Sect(s) _____, T _____, R _____, NMPM _____ Eddy _____ County, NM
containing 639.20 acres, more or less, and this agreement shall include only the
Wolfcamp Formation
or pool, underlying said lands and the oil, natural gas and associated liquid hydrocarbons
(hereinafter referred to as "communitized substances") producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is October Month, 1st Day, 2023 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
- 13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. Nondiscrimination: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

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

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

By _____
Print name of person

Echo Production, Inc.

Type of authority

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

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

Allar Development, LLC
(Operating Rights Owner)

9/25/23
Date

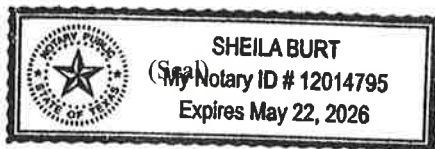
By: [Signature]

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF Texas)
) SS
COUNTY OF Young)

This instrument was acknowledged before me on Sept 25, 2023, by John Chile Graham, as President of Allar Development, LLC, Delaware Limited Liability Company.

Sheila Burt
Signature of Notarial Officer



My Commission Expires: May 22, 2026

Tater Tot 2-35 Fed Com 624H, 622H, and 713H

EXHIBIT "A"

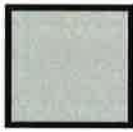
Attached to and made a part of that Communitization Agreement dated October 1, 2023, embracing Lots 1 and 2, S/2 NE/4, and SE/4 of Section 2, T-24-S, R-29-E and the E/2 of Section 35, T-23-S, R-29-E, Eddy County, New Mexico, Wolfcamp Formation

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

Tract 1:
ST OF NM V0-0440
(319.20 Acres)



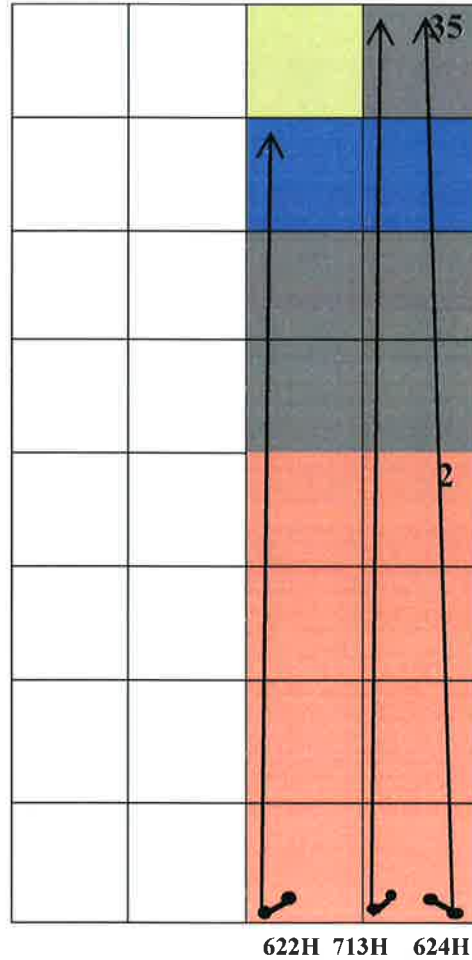
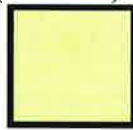
Tract 2:
USA NMNM-103604
(200 Acres)



Tract 3:
USA NMNM-105821029
(80 Acres)



Tract 4:
USA NMNM-106328860
(40 Acres)



Tater Tot 2-35 Fed Com 622H
SHL: Sec. 2-24S-29E 200' FSL & 2,065' FEL
BHL: Sec. 35-23S-29E 1,350' FNL & 2,310' FEL

Tater Tot 2-35 Fed Com 713H
SHL: Sec. 2-24S-29E 240' FSL & 815' FEL
BHL: Sec. 35-23S-32E 20' FNL & 1,170' FEL

Tater Tot 2-35 Fed Com 624H
SHL: Sec. 2-24S-29E 240' FSL & 785' FEL
BHL: Sec. 35-23S-32E 20' FNL & 600' FEL

Tater Tot 2-35 Fed Com 622H, 713H, and 624H

EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated October 1, 2023, embracing Lots 1 and 2, S/2 NE/4, and SE/4 of Section 2, T-24-S, R-29-E and the E/2 of Section 35, T-23-S, R-29-E, Eddy County, New Mexico, Wolfcamp Formation

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

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	V0-0440
Lease Date:	February 1, 1982
Lease Term:	5 Years
Lessor:	State of New Mexico
Original Lessee:	The Superior Oil Company
Description of Land Committed:	<u>Township 24 South, Range 29 East</u> Insofar and only insofar as said lease covers: Section 2: Lots 1 and 2, S/2 NE/4, and SE/4
Number of Acres:	319.20
Current Lessee of Record:	Devon Energy Production Company, L.P.
Royalty Rate:	16.666667%
Name of Working Interest Owners:	Devon Energy Production Company, L.P. 100%
ORRI Owners:	Tap Rock Minerals, LP

Tater Tot 2-35 Fed Com 624H, 622H, and 713H

Tract No. 2

Lease Serial Number: NMNM 103604

Lease Date: December 1, 1999

Lease Term: 10 Years

Lessor: United States of America

Original Lessee: Echo Production, Inc.

Description of Land Committed: Township 23 South, Range 29 East
 Insofar and only insofar as said lease covers:
 Section 35: SE/4 and NE/4 NE/4

Number of Acres: 120.00

Current Lessee of Record: Echo Production, Inc.

Royalty Rate: 12.50%

Name of Working Interest Owners: Devon Energy Production Company, L.P. 88.09750%
 Allar Development, LLC 11.5%
 Highland (Texas) Energy Co. 0.402500%

ORRI Owners: Cornerstone Family Trust
 LJA Charitable Investments, LLC
 The Allar Company
 Strategic Energy Income Fund IV, LP

Tract No. 3

Lease Serial Number: NMNM 105821029

Lease Date: July 1, 2023

Lease Term: 10 Years

Lessor: United States of America

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

Tater Tot 2-35 Fed Com 624H, 622H, and 713H

Description of Land Committed: Township 23 South, Range 29 East
Insofar and only insofar as said lease covers:
Section 35: S/2 NE/4

Number of Acres: 80.00

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

Royalty Rate: 16.67%

Name of Working Interest Owners: Devon Energy Production Company, L.P. 100%

ORRI Owners: None

Tract No. 4

Lease Serial Number: NMNM 106328860

Lessor: United States of America
Unleased Lands Account

Description of Land Committed: Township 23 South, Range 29 East
Section 35: NW/4 NE/4

Number of Acres: 40.00

Royalty Rate: 16 2/3%

Tater Tot 2-35 Fed Com 624H, 622H, and 713H

Recapitulation

Tract No.	No. of Acres Committed	Percentage of Interest In Communitized Area
1	319.20	49.9374%
2	200.00	31.2891%
3	80.00	12.5157%
4	40.00	6.2578%
Total	639.20	100.000%

Tater Tot 2-35 Fed Com 624H, 622H, and 713H

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 30-015-49054	² Pool Code 11520	³ Pool Name CEDAR CANYON;BONE SPRING
⁴ Property Code 331701	⁵ Property Name TATER TOT 2-35 FED COM	
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁶ Well Number 332H
		⁹ Elevation 3092.6

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
O	2	24 S	29 E		200	SOUTH	2125	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
C	35	23 S	29 E		36	NORTH	1682	WEST	EDDY

¹² Dedicated Acres 319.66	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
--	-------------------------------	----------------------------------	-------------------------

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

TATER TOT 2-35 FED COM 332H
EL. = 3092.6
GEODETTIC COORDINATES
NAD 83 NMSP EAST
SURFACE LOCATION
N. = 451245.86
E. = 658774.80
LAT. = 32.2399799°N
LONG. = 103.9534973°W

KICK OFF POINT FIRST TAKE POINT (PPP 1)
85' FSL, 1687' FWL 551' FSL, 1690' FWL
N. = 451122.96 N. = 451588.85
E. = 657281.12 E. = 657279.74
LAT. = 32.2396565°N LAT. = 32.2409371°N
LONG. = 103.9583297°W LONG. = 103.9583289°W

LAST TAKE POINT BOTTOM OF HOLE
113' FNL, 1686' FWL 36' FNL, 1682' FWL
N. = 461537.45 N. = 461614.25
E. = 657173.92 E. = 657168.67
LAT. = 32.2682852°N LAT. = 32.2684964°N
LONG. = 103.9585589°W LONG. = 103.9585750°W

PPP 2 PPP 3
0' FNL, 1699' FWL 1329' FSL, 1696' FWL
N. = 456333.59 N. = 457662.49
E. = 657242.39 E. = 657225.22
LAT. = 32.2539800°N LAT. = 32.2576331°N
LONG. = 103.9583961°W LONG. = 103.9584367°W

PPP 4
1330' FNL, 1715' FWL
N. = 460320.85
E. = 657215.13
LAT. = 32.2649406°N
LONG. = 103.9584393°W

CORNER COORDINATES TABLE
NAD 83 NMSP EAST

A - N. = 461665.81	E. = 660817.24
B - N. = 461654.17	E. = 658151.73
C - N. = 461642.89	E. = 655486.69
D - N. = 458986.32	E. = 655515.09
E - N. = 456329.76	E. = 655543.48
F - N. = 453684.45	E. = 655569.24
G - N. = 451030.14	E. = 655595.01
H - N. = 451042.47	E. = 658249.35
I - N. = 451059.78	E. = 660901.66
J - N. = 453693.03	E. = 660870.74
K - N. = 456341.71	E. = 660848.02
L - N. = 459002.24	E. = 660831.98
M - N. = 456335.75	E. = 658196.75

LEGEND
- - - - - SECTION LINE
- - - - - QUARTER LINE
- - - - - LEASE LINE
- - - - - WELL PATH

¹⁷ OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

Shayda Omoumi 5/24/2024
Signature Date

Printed Name
Shayda Omoumi

E-mail Address
shayda.omoumi@dvn.com

¹⁸ SURVEYOR CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

MAY 23, 2024
Date of Survey

Signature and Seal of Professional Surveyor:
Jaramillo

Certificate Number: **12797**
SURVEY NO. 8842B

Intent As Drilled

API # 30-015-49054		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: TATER TOT 2-35 FED COM	Well Number 332H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
N	2	24S	29E		85	SOUTH	1687	WEST	EDDY
Latitude 32.2396565					Longitude 103.9583297				NAD 83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
N	2	24S	29E		551	SOUTH	1690	WEST	EDDY
Latitude 32.2409371					Longitude 103.9583289				NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
C	35	23S	29E		113	NORTH	1686	WEST	EDDY
Latitude 32.2682852					Longitude 103.9585589				NAD 83

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

Is this well an infill well? N

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

Intent As Drilled

API # 30-015-49053		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: TATER TOT 2-35 FED COM	Well Number 334H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
O	2	24S	29E		86	SOUTH	1737	EAST	EDDY
Latitude 32.2396684					Longitude 103.9522390				NAD 83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
O	2	24S	29E		729	SOUTH	1747	EAST	EDDY
Latitude 32.2414360					Longitude 103.9522875				NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
G	35	23S	29E		1536	NORTH	1777	EAST	EDDY
Latitude 32.2643761					Longitude 103.9525084				NAD 83

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

Is this well an infill well? N

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
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District II
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1000 Rio Brazos Road, Aztec, NM 87410
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State of New Mexico
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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 30-015-49055		² Pool Code 98220		³ Pool Name PURPLE SAGE;WOLFCAMP (GAS)	
⁴ Property Code 331701		⁵ Property Name TATER TOT 2-35 FED COM			⁶ Well Number 621H
⁷ OGRID No. 6137		⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.			⁹ Elevation 3057.4

¹⁰ Surface Location

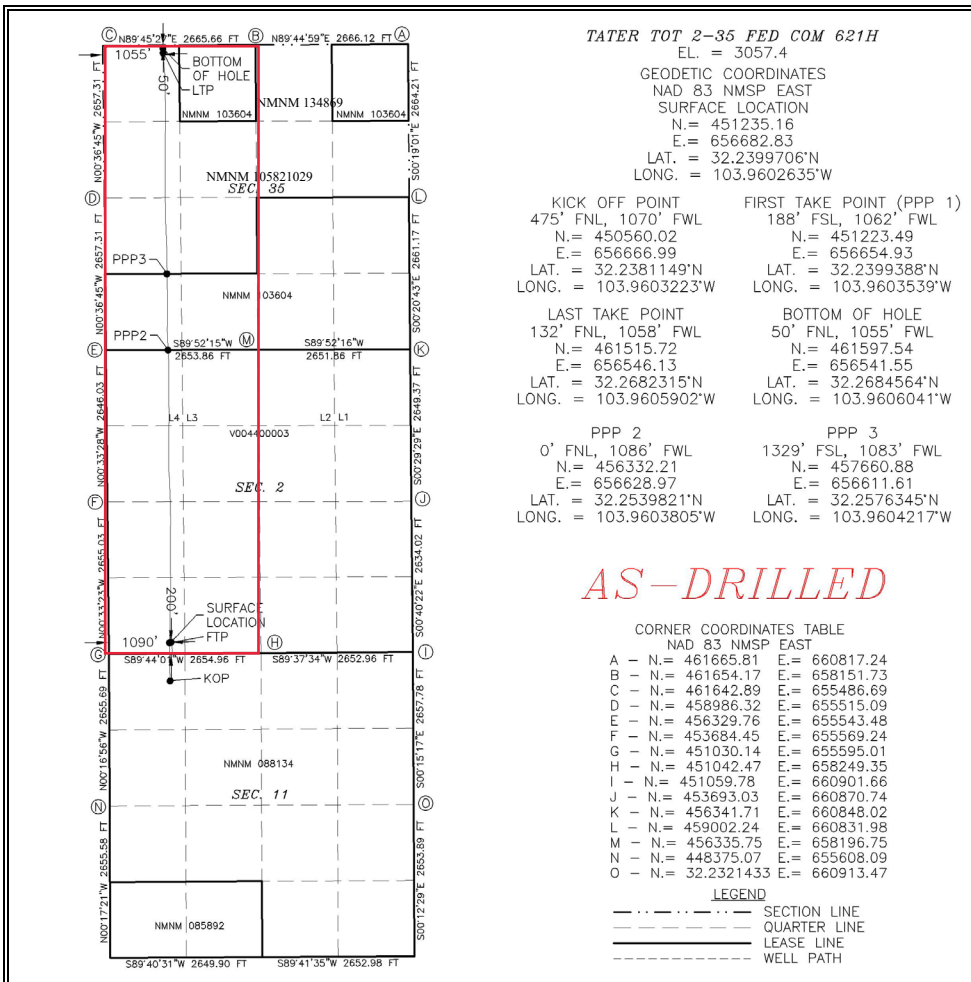
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	2	24 S	29 E		200	SOUTH	1090	WEST	EDDY

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
D	35	23 S	29 E		50	NORTH	1055	WEST	EDDY

¹² Dedicated Acres 639.36	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
--	-------------------------------	----------------------------------	-------------------------

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



¹⁷ OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

Shayda Omoumi 5/24/2024
Signature Date

Shayda Omoumi
Printed Name

shayda.omoumi@dvn.com
E-mail Address

¹⁸ SURVEYOR CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

MAY 23, 2024
Date of Survey

[Signature]
Signature and Seal of Professional Surveyor

Certificate Number: 12797
SURVEYOR NO. 8838B

Intent As Drilled

API # 30-015-49055		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: TATER TOT 2-35 FED COM	Well Number 621H

Kick Off Point (KOP)

UL D	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	11	24S	29E		475	NORTH	1070	WEST	EDDY
Latitude 32.2381149					Longitude 103.9603223				NAD 83

First Take Point (FTP)

UL M	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	2	24S	29E		188	SOUTH	1062	WEST	EDDY
Latitude 32.2399388					Longitude 103.9603539				NAD 83

Last Take Point (LTP)

UL D	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	35	23S	29E		132	NORTH	1058	WEST	EDDY
Latitude 32.2682315					Longitude 103.9605902				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 # 30-015-49049		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: TATER TOT 2-35 FED COM	Well Number 712H

KZ 06/29/2018

District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
District II
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Phone: (575) 748-1283 Fax: (575) 748-9720
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Phone: (505) 334-6178 Fax: (505) 334-6170
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State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87505

Form C-102
Revised August 1, 2011
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District Office
[X] AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

Table with 3 columns: API Number (30-015-49052), Pool Code (98220), Pool Name (PURPLE SAGE; WOLFCAMP (GAS)), Property Code (331701), Property Name (TATER TOT 2-35 FED COM), Well Number (622H), OGRID No. (6137), Operator Name (DEVON ENERGY PRODUCTION COMPANY, L.P.), Elevation (3092.2)

10 Surface Location

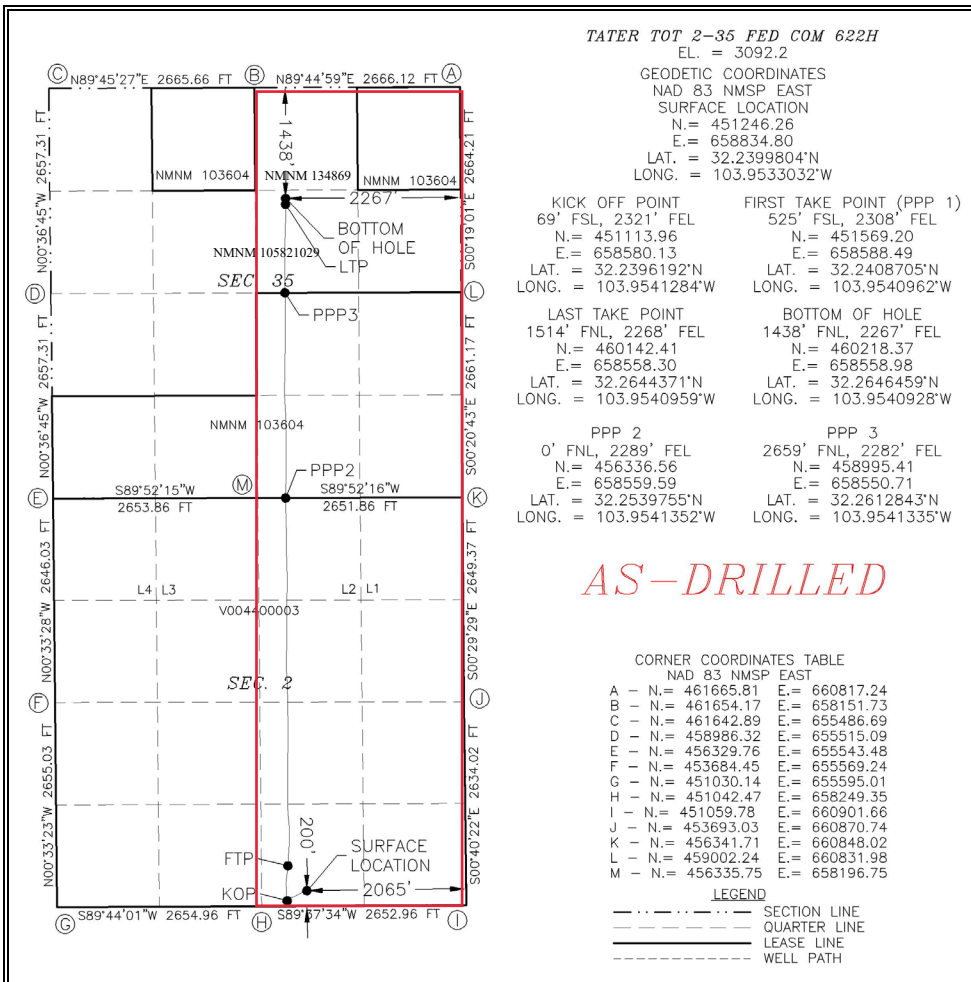
Table with 10 columns: UL or lot no. (O), Section (2), Township (24 S), Range (29 E), Lot Idn, Feet from the (200), North/South line (SOUTH), Feet from the (2065), East/West line (EAST), County (EDDY)

11 Bottom Hole Location If Different From Surface

Table with 10 columns: UL or lot no. (G), Section (35), Township (23 S), Range (29 E), Lot Idn, Feet from the (1438), North/South line (NORTH), Feet from the (2267), East/West line (EAST), County (EDDY)

Table with 4 columns: 12 Dedicated Acres (639.2), 13 Joint or Infill, 14 Consolidation Code, 15 Order No.

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



17 OPERATOR CERTIFICATION
I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.
Signature: Shayda Omoumi, Date: 5/24/2024
Printed Name: Shayda Omoumi
E-mail Address: shayda.omoumi@dvn.com

18 SURVEYOR CERTIFICATION
I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.
MAY 23, 2024
Date of Survey
Signature and Seal of Professional Surveyor: [Seal and Signature]
Certificate Number: 12797, SURVEY NO. 8843B

Intent As Drilled

API # 30-015-49052		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: TATER TOT 2-35 FED COM	Well Number 622H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
O	2	24S	29E		69	SOUTH	2321	EAST	EDDY
Latitude 32.2396192					Longitude 103.9541284				NAD 83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
O	2	24S	29E		525	SOUTH	2308	EAST	EDDY
Latitude 32.2408705					Longitude 103.9540962				NAD 83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
G	35	23S	29E		1514	NORTH	2268	EAST	EDDY
Latitude 32.2644371					Longitude 103.9540959				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 # 30-015-49067		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: TATER TOT 2-35 FED COM	Well Number 713H

KZ 06/29/2018

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1625 N. French Dr., Hobbs, NM 88240
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WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-49050	² Pool Code 98220	³ Pool Name PURPLE SAGE; WOLFCAMP (GAS)
⁴ Property Code 331701	⁵ Property Name TATER TOT 2-35 FED COM	
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	
		⁶ Well Number 624H
		⁹ Elevation 3072.4

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	2	24 S	29 E		240	SOUTH	785	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
A	35	23 S	29 E		60	NORTH	629	EAST	EDDY
¹² Dedicated Acres 639.2	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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

TATER TOT 2-35 FED COM 624H
EL. = 3072.4
GEODETTIC COORDINATES
NAD 83 NMSP EAST
SURFACE LOCATION
N. = 451294.65
E. = 660114.00
LAT. = 32.2401009°N
LONG. = 103.9491654°W

KICK OFF POINT 56' FSL, 631' FEL N. = 451112.10 E. = 660270.49 LAT. = 32.2395975°N LONG. = 103.9486613°W	FIRST TAKE POINT (PPP 1) 528' FSL, 632' FEL N. = 451583.75 E. = 660264.07 LAT. = 32.2408941°N LONG. = 103.9486766°W
LAST TAKE POINT 142' FNL, 616' FEL N. = 461517.60 E. = 660202.65 LAT. = 32.2682012°N LONG. = 103.9487602°W	BOTTOM OF HOLE 60' FNL, 629' FEL N. = 461603.43 E. = 660188.66 LAT. = 32.2684372°N LONG. = 103.9488045°W
PPP 2 0' FNL, 602' FEL N. = 456340.35 E. = 660245.81 LAT. = 32.2539694°N LONG. = 103.9486806°W	PPP 3 2661' FSL, 575' FEL N. = 459000.51 E. = 660256.86 LAT. = 32.2612816°N LONG. = 103.9486140°W
PPP 4 1332' FNL, 570' FEL N. = 460331.94 E. = 660254.79 LAT. = 32.2649415°N LONG. = 103.9486052°W	

CORNER COORDINATES TABLE
NAD 83 NMSP EAST

A - N. = 461865.81	E. = 660817.24
B - N. = 461654.17	E. = 658151.73
C - N. = 461642.89	E. = 655486.69
D - N. = 458986.32	E. = 655515.09
E - N. = 456329.76	E. = 655543.48
F - N. = 453684.45	E. = 655569.24
G - N. = 451030.14	E. = 655595.01
H - N. = 451042.47	E. = 658249.35
I - N. = 451059.78	E. = 660901.66
J - N. = 453693.03	E. = 660870.74
K - N. = 456341.71	E. = 660848.02
L - N. = 459002.24	E. = 660831.98
M - N. = 456335.75	E. = 658196.75

LEGEND
- - - - - SECTION LINE
- - - - - QUARTER LINE
- - - - - LEASE LINE
- - - - - WELL PATH

¹⁷ OPERATOR CERTIFICATION

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Shayda Omoumi 5/24/2024
Signature Date

Shayda Omoumi
Printed Name

shayda.omoumi@dvn.com
E-mail Address

¹⁸ SURVEYOR CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

MAY 23, 2024
Date of Survey

Signature and Seal of Professional Surveyor:
Certificate Number: 12797

Intent As Drilled

API # 30-015-49050		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: TATER TOT 2-35 FED COM	Well Number 624H

Kick Off Point (KOP)

UL P	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	2	24S	29E		56	SOUTH	631	EAST	EDDY
Latitude 32.2395975					Longitude 103.9486613				NAD 83

First Take Point (FTP)

UL P	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	2	24S	29E		528	SOUTH	632	EAST	EDDY
Latitude 32.2408941					Longitude 103.9486766				NAD 83

Last Take Point (LTP)

UL A	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	35	23S	29E		142	NORTH	616	EAST	EDDY
Latitude 32.2682012					Longitude 103.9487602				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 # 30-015-49067		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: TATER TOT 2-35 FED COM	Well Number 713H

KZ 06/29/2018

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[] AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

Table with 3 columns: API Number (30-015-49051), Pool Code (98220), Pool Name (PURPLE SAGE;WOLFCAMP (GAS)), Property Code (334801), Property Name (TATER TOT 2-35 FED COM), Well Number (711H), OGRID No. (6137), Operator Name (DEVON ENERGY PRODUCTION COMPANY, L.P.), Elevation (3057.4)

10 Surface Location

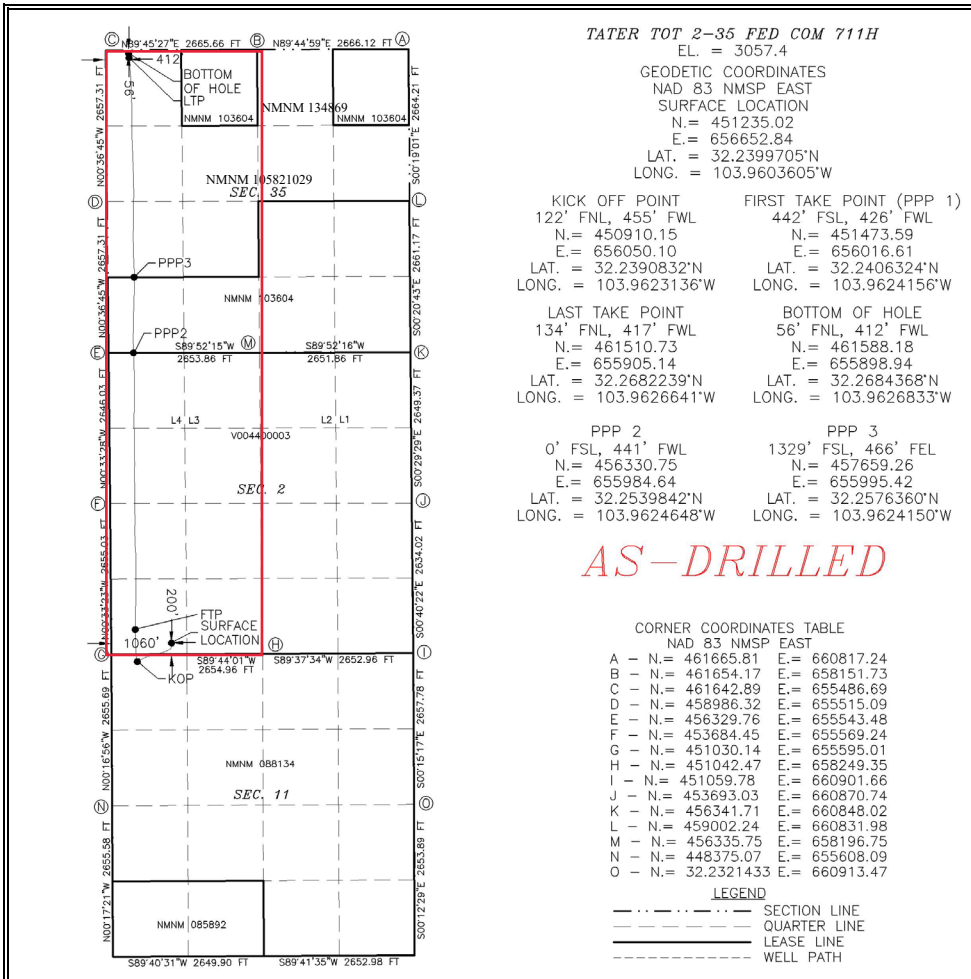
Table with 10 columns: UL or lot no. (M), Section (2), Township (24 S), Range (29 E), Lot Idn, Feet from the (200), North/South line (SOUTH), Feet from the (1060), East/West line (WEST), County (EDDY)

11 Bottom Hole Location If Different From Surface

Table with 10 columns: UL or lot no. (D), Section (35), Township (23 S), Range (29 E), Lot Idn, Feet from the (56), North/South line (NORTH), Feet from the (412), East/West line (WEST), County (EDDY)

Table with 4 columns: 12 Dedicated Acres (639.36), 13 Joint or Infill, 14 Consolidation Code, 15 Order No.

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



17 OPERATOR CERTIFICATION
I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.
Signature: Shayda Omoumi, Date: 5/24/2024
Printed Name: Shayda Omoumi
E-mail Address: shayda.omoumi@dvn.com

18 SURVEYOR CERTIFICATION
I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.
MAY 23, 2024
Date of Survey
Signature and Seal of Professional Surveyor: [Seal of Jaylan F. Jaramillo, License No. 12797]
Certificate Number: [Seal]

Intent As Drilled

API # 30-015-49051		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: TATER TOT 2-35 FED COM	Well Number 711H

Kick Off Point (KOP)

UL D	Section 11	Township 24S	Range 29E	Lot	Feet 122	From N/S NORTH	Feet 455	From E/W WEST	County EDDY
Latitude 32.2390832					Longitude 103.9623136				NAD 83

First Take Point (FTP)

UL M	Section 2	Township 24S	Range 29E	Lot	Feet 442	From N/S SOUTH	Feet 426	From E/W WEST	County EDDY
Latitude 32.2406324					Longitude 103.9624156				NAD 83

Last Take Point (LTP)

UL D	Section 35	Township 23S	Range 29E	Lot	Feet 134	From N/S NORTH	Feet 417	From E/W WEST	County EDDY
Latitude 32.2682239					Longitude 103.9626641				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 # 30-015-49049		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: TATER TOT 2-35 FED COM	Well Number 712H

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 30-015-49049	² Pool Code 98220	³ Pool Name PURPLE SAGE;WOLFCAMP (GAS)
⁴ Property Code 334801	⁵ Property Name TATER TOT 2-35 FED COM	
⁷ OGRID No. 6137	⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.	⁶ Well Number 712H
		⁹ Elevation 3092.4

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
O	2	24 S	29 E		200	SOUTH	2095	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
C	35	23 S	29 E		38	NORTH	2282	WEST	EDDY

¹² Dedicated Acres 639.36	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
--	-------------------------------	----------------------------------	-------------------------

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

TATER TOT 2-35 FED COM 712H
EL. = 3092.4
GEODETIC COORDINATES
NAD 83 NMSP EAST
SURFACE LOCATION
N. = 451246.07
E. = 658804.80
LAT. = 32.2399801°N
LONG. = 103.9534003°W

KICK OFF POINT
78' FSL, 2294' FWL
N. = 451119.21
E. = 657887.32
LAT. = 32.2396403°N
LONG. = 103.9563691°W

FIRST TAKE POINT (PPP 1)
422' FSL, 2311' FWL
N. = 451462.93
E. = 657901.29
LAT. = 32.2405850°N
LONG. = 103.9563201°W

LAST TAKE POINT
113' FNL, 2284' FW;
N. = 461539.47
E. = 657771.37
LAT. = 32.2682850°N
LONG. = 103.9566259°W

BOTTOM OF HOLE
38' FNL, 2282' FWL
N. = 461614.37
E. = 657768.30
LAT. = 32.2684909°N
LONG. = 103.9566350°W

PPP 2
0' FNL, 2308' FWL
N. = 456334.97
E. = 657850.69
LAT. = 32.2539779°N
LONG. = 103.9564284°W

PPP 3
1329' FSL, 2306' FWL
N. = 457664.09
E. = 657834.29
LAT. = 32.2576316°N
LONG. = 103.9564663°W

PPP 4
1330' FNL, 2306' FWL
N. = 460323.01
E. = 657806.70
LAT. = 32.2649408°N
LONG. = 103.9565254°W

CORNER COORDINATES TABLE
NAD 83 NMSP EAST

A - N. = 461665.81	E. = 660817.24
B - N. = 461654.17	E. = 658151.73
C - N. = 461642.89	E. = 655486.69
D - N. = 458986.32	E. = 655515.09
E - N. = 456329.76	E. = 655543.48
F - N. = 453684.45	E. = 655569.24
G - N. = 451030.14	E. = 655595.01
H - N. = 451042.47	E. = 658249.35
I - N. = 451059.78	E. = 660901.66
J - N. = 453693.03	E. = 660870.74
K - N. = 456341.71	E. = 660848.02
L - N. = 459002.24	E. = 660831.98
M - N. = 456335.75	E. = 658196.75

LEGEND
--- SECTION LINE
- - - QUARTER LINE
- - - LEASE LINE
- - - WELL PATH

17 OPERATOR CERTIFICATION
I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

Shayda Omoumi 5/24/2024
Signature Date

Printed Name
Shayda Omoumi

E-mail Address
shayda.omoumi@dvn.com

18 SURVEYOR CERTIFICATION
I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

MAY 23, 2024
Date of Survey

[Signature]
Signature and Seal of Professional Surveyor

Certificate Number: **12797**
SURVEYOR NO. 8844B

Intent As Drilled

API # 30-015-49049		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: TATER TOT 2-35 FED COM	Well Number 712H

Kick Off Point (KOP)

UL N	Section 2	Township 24S	Range 29E	Lot	Feet 78	From N/S SOUTH	Feet 2294	From E/W WEST	County EDDY
Latitude 32.2396403					Longitude 103.9563691				NAD 83

First Take Point (FTP)

UL N	Section 2	Township 24S	Range 29E	Lot	Feet 422	From N/S SOUTH	Feet 2311	From E/W WEST	County EDDY
Latitude 32.2405850					Longitude 103.9563201				NAD 83

Last Take Point (LTP)

UL C	Section 35	Township 23S	Range 29E	Lot	Feet 113	From N/S NORTH	Feet 2284	From E/W WEST	County EDDY
Latitude 32.2682850					Longitude 103.9566259				NAD 83

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

Is this well an infill well? N

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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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 30-015-49067		² Pool Code 98220		³ Pool Name PURPLE SAGE; WOLFCAMP (GAS)	
⁴ Property Code 331701		⁵ Property Name TATER TOT 2-35 FED COM			⁶ Well Number 713H
⁷ OGRID No. 6137		⁸ Operator Name DEVON ENERGY PRODUCTION COMPANY, L.P.			⁹ Elevation 3072.6

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	2	24 S	29 E		240	SOUTH	815	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
A	35	23 S	29 E		45	NORTH	1155	EAST	EDDY
¹² Dedicated Acres 639.2		¹³ Joint or Infill		¹⁴ Consolidation Code		¹⁵ Order No.			

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

TATER TOT 2-35 FED COM 713H
EL. = 3072.6

GEODETTIC COORDINATES
NAD 83 NMSP EAST
SURFACE LOCATION
N. = 451294.38
E. = 660084.01
LAT. = 32.2401004°N
LONG. = 103.9492623°W

KICK OFF POINT FIRST TAKE POINT (PPP 1)
92' FSL, 1164' FEL 547' FSL, 1150' FEL
N. = 451144.37 N. = 451599.17
E. = 659736.75 E. = 659745.24
LAT. = 32.2396915°N LAT. = 32.2409416°N
LONG. = 103.9503872°W LONG. = 103.9503545°W

LAST TAKE POINT BOTTOM OF HOLE
121' FNL, 1152' FEL 45' FNL, 1155' FEL
N. = 461539.60 N. = 461615.51
E. = 659666.36 E. = 659662.96
LAT. = 32.2682669°N LAT. = 32.2684756°N
LONG. = 103.9504950°W LONG. = 103.9505051°W

PPP 2 PPP 3
0' FNL, 1123' FEL 2660' FSL, 1139' FEL
N. = 456339.18 N. = 458998.82
E. = 659725.32 E. = 659693.19
LAT. = 32.2539713°N LAT. = 32.2612825°N
LONG. = 103.9503643°W LONG. = 103.9504375°W

PPP 4
1331' FNL, 1141' FEL
N. = 461615.51
E. = 659662.96
LAT. = 32.2684756°N
LONG. = 103.9505051°W

CORNER COORDINATES TABLE
NAD 83 NMSP EAST

A - N. = 461865.81	E. = 660817.24
B - N. = 461654.17	E. = 658151.73
C - N. = 461642.89	E. = 655486.69
D - N. = 458986.32	E. = 655515.09
E - N. = 456329.76	E. = 655543.48
F - N. = 453684.45	E. = 655569.24
G - N. = 451030.14	E. = 655595.01
H - N. = 451042.47	E. = 658249.35
I - N. = 451059.78	E. = 660901.66
J - N. = 453693.03	E. = 660870.74
K - N. = 456341.71	E. = 660848.02
L - N. = 459002.24	E. = 660831.98
M - N. = 456335.75	E. = 658196.75

LEGEND
- - - - - SECTION LINE
- - - - - QUARTER LINE
- - - - - LEASE LINE
- - - - - WELL PATH

¹⁷ OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

Shayda Omoumi 5/24/2024
Signature Date

Shayda Omoumi
Printed Name

shayda.omoumi@dvn.com
E-mail Address

¹⁸ SURVEYOR CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

MAY 23, 2024
Date of Survey

Linon F. Jaramillo
Signature and Seal of Professional Surveyor

Certificate Number: 12797
Professional Surveyor License No. 8964B

Intent As Drilled

API # 30-015-49067		
Operator Name: DEVON ENERGY PRODUCTION COMPANY, L.P.	Property Name: TATER TOT 2-35 FED COM	Well Number 713H

Kick Off Point (KOP)

UL P	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	2	24S	29E		92	SOUTH	1164	EAST	EDDY
Latitude 32.2396915					Longitude 103.9503872				NAD 83

First Take Point (FTP)

UL P	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	2	24S	29E		547	SOUTH	1150	EAST	EDDY
Latitude 32.2409416					Longitude 103.9503545				NAD 83

Last Take Point (LTP)

UL A	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
	35	23S	29E		121	NORTH	1152	EAST	EDDY
Latitude 32.2682669					Longitude 103.9504950				NAD 83

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

Is this well an infill well? N

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



Devon Energy Production Company, L.P.
333 W. Sheridan Avenue
Oklahoma City, Oklahoma 73102
Phone: (405) 228-4800

June 25, 2024

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: TATER TOT 2 CTB 5
Sec.-T-R: 2-24S-29E
County: Eddy Co., New Mexico
Wells: TATER TOT 2-35 FED COM 332H, 334H, 622H, 624H, 712H, 713H
Lease: NMNM103604, NMNM105821029, STATE

Agreements: 2 Bone Spring CAs Pending, 2 Wolfcamp CAs Pending
Pool: [11520] CEDAR CANYON; BONE SPRING
[98220] PURPLE SAGE; WOLFCAMP (GAS)

Interest Owners:

This letter is to advise 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 above-mentioned wells. A copy of the submitted application 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 Devon Energy Production Company, L.P. at (405) 228-4800 with any questions or needs.

Sincerely,

Devon Energy Production Company, L.P.

A handwritten signature in blue ink that reads "Shayda Omoumi". The signature is written in a cursive, flowing style.

Shayda Omoumi
Regulatory Compliance Professional
Enclosure

Tracking	Name1	Name2	Int Type	Street	City	State	Postal Code
9414814901527181338487	ALLAR COMPANY		OR	PO BOX 1567	GRAHAM	TX	76450-1567
9414814901527181338494	ALLAR DEVELOPMENT LLC		WI	PO BOX 1567	GRAHAM	TX	76450-7567
9414814901527181338500	BJ AND RACHEL HONEYMAN LIVIN'	BRENT JEREMY HONEYMAN AND	OR	26 MEADOW BROOK PLACE	THE WOODLANDS	TX	77382
9414814901527181338517	BRENT JEREMY HONEYMAN CHILD	BRENT JEREMY HONEYMAN TRUS'	OR	26 MEADOW BROOK PLACE	THE WOODLANDS	TX	77382
9414814901527181338524	CIVITAS RESOURCES INC	CIVITAS PERMIAN OPERATING LLC	OR	555 17TH STREET SUITE 300	DENVER	CO	80202
9414814901527181338531	CORNERSTONE FAMILY TRUST	JOHN KYLE THOMA SUCC TTEE	OR	PO BOX 558	PEYTON	CO	80831
9414814901527181338548	CROWNROCK MINERALS LP		OR	PO BOX 51933	MIDLAND	TX	79710
9414814901527181338555	HIGHLAND TEXAS ENERGY COMPANY		WI	11886 GREENVILLE AVE STE 106	DALLAS	TX	75243
9414814901527181338562	HONEYMAN INVESTMENT HOLDINC	HONEYMAN MANAGEMENT LLC	OR	6433 ROCKBLUFF CIRCLE	PLANO	TX	75024
9414814901527181338579	MORSE FAMILY SECURITY TRUST		OR	240 ST PAUL ST # 501	DENVER	CO	80206
9414814901527181338586	NORTHERN OIL & GAS INC		WI	4350 BAKER RD STE 400	MINNETONKA	MN	55343
9414814901527181338593	ONRR	ROYALTY MANAGEMENT PROGRAI	RI	PO BOX 25627	DENVER	CO	80225-0627
9414814901527181338609	OXY USA INC		WI	PO BOX 841803	DALLAS	TX	75284-1803
9414814901527181338616	SILVER LINING RESOURCES LLC	DBA JAY CHARLES FARMER	OR	1050 17TH ST STE 2460	DENVER	CO	80265
9414814901527181338623	STATE OF NEW MEXICO	COMMISSION OF PUBLIC LANDS	RI	PO BOX 1148	SANTA FE	NM	87504-1148
9414814901527181338630	STRATEGIC ENERGY INCOME FUND IV LP		OR	1521 N COOPER STREET STE 400	ARLINGTON	TX	76011



Texas/New Mexico

PO Box 631667 Cincinnati, OH 45263-1667

GANNETT

AFFIDAVIT OF PUBLICATION

Shayda Omoumi
Devon Energy Corp
6488 Seven Rivers HWY
Artesia NM 88210-9134

STATE OF WISCONSIN, COUNTY OF BROWN

The Carlsbad Current Argus, a newspaper published in the city of Carlsbad, Eddy County, State of New Mexico, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

06/27/2024

and that the fees charged are legal.
Sworn to and subscribed before on 06/27/2024


Notice of Application for Surface Commingling. Devon Energy Production Company, L.P. located at 333 West Sheridan Ave. Oklahoma City, OK 73102 is applying to the NMOCD for a surface commingle of the oil/gas production at the Tater Tot 2 CTB 5 battery. The facilities are located in Eddy County in S2, T24S, R29E. Wells going to the batteries are located in Section 2 of 24S-29E. Production is from the [98220] PURPLE SAGE; WOLFCAMP (GAS) and [11520] CEDAR CANYON; BONE SPRING.

Pursuant to Statewide Rule 19.15.12.10, interested parties must file objections or requests for hearing in writing with the division's Santa Fe office within 20 days after publication, or the NMOCD may approve the application.

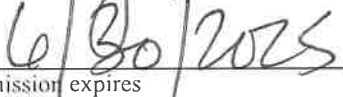
For questions pertaining to the application, please contact Devon Energy Production Company, L.P. (405) 235-3611. #10319745, Current Argus, June 27, 2024



Legal Clerk



Notary, State of WI, County of Brown



My commission expires

Publication Cost: \$62.80
Tax Amount: \$4.64
Payment Cost: \$67.44
Order No: 10319745 # of Copies:
Customer No: 1358901 1
PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin

Well Name	Well Number	US Well Number	Lease Number	Case Number	Operator
TATER TOT 2-35	334H	3001549053	NMNM103604	NMNM103604	DEVON
TATER TOT 2-35	332H	3001549054	NMNM103604	NMNM103604	DEVON
TATER TOT 2-35	622H	3001549052	NMNM103604	NMNM103604	DEVON
TATER TOT 2-35	624H	3001549050	NMNM103604	NMNM103604	DEVON
TATER TOT 2-35	713H	3001549067	NMNM103604	NMNM103604	DEVON
TATER TOT 2-35	712H	3001549049	NMNM103604	NMNM103604	DEVON

Notice of Intent

Sundry ID: 2797026

Type of Submission: Notice of Intent

Type of Action: Commingling (Surface)

Date Sundry Submitted: 06/25/2024

Time Sundry Submitted: 01:23

Date proposed operation will begin: 06/25/2024

Procedure Description: APPLICATION FOR CENTRAL TANK BATTERY/OFF LEASE MEASUREMENT, SALES, & STORAGE Per 43 CFR 3173.14 (a)(1)(i-iv) - (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, Devon Energy Production Company, LP respectfully requests approval for a Pool/Lease Commingle at the Tater Tot 2 CTB 5, wells listed below. Per 43 CFR 3170.6(a) "Any party subject to a requirement of a regulation in this part may request a variance from that requirement", Devon Energy Production Company L.P. respectfully requests approval of variance to CFR 3173.14 (a)(1)(i) & (iii) language due to newly issued NMNM105821029 at 16 2/3% royalty rate and NSL/CA formation of the pending W2E2 Bone Spring CA. Devon is confident in the ability to correctly allocate to the CAs, paying royalties accurately despite differing royalty rates and proportion of federal interest in individual leases. Please see attached.

Surface Disturbance

Is any additional surface disturbance proposed?: No

NOI Attachments

Procedure Description

Tater_Tot_2_CTB_5_Submitted_BLM_20240625132259.pdf

Operator

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

Operator Electronic Signature: SHAYDA OMOUMI

Signed on: JUN 25, 2024 01:23 PM

Name: DEVON ENERGY PRODUCTION COMPANY LP

Title: Regulatory Compliance Associate 3

Street Address: 333 W SHERIDAN AVE

City: OKLAHOMA CITY **State:** OK

Phone: (405) 235-3611

Email address: SHAYDA.OMOUMI@DVN.COM

Field

Representative Name:

Street Address:

City: **State:** **Zip:**

Phone:

Email address:

CONFIDENTIAL

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

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

ORDER NO. PLC-1105

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 and leases described in Exhibit A (“Application”).
2. Applicant included a complete list of the wells currently dedicated to each pool and lease.
3. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
4. Applicant certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
5. 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 as described in Exhibit A.
6. 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.
7. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.

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 and leases as described in Exhibit A.

Applicant is authorized to surface commingle oil and gas production from the wells included in Exhibit A, provided that they produce from a pool and lease described in Exhibit A.

Applicant is authorized to store and measure oil and gas production off-lease, as applicable, from the pools and leases as described in Exhibit A at a central tank battery or gas title transfer meter 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 as described in Exhibit A.

Applicant is authorized to store and measure oil and gas production off-lease, as applicable, from wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A at a central tank battery or gas title transfer meter described in Exhibit A.

2. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease as described 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.
3. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.

4. If Applicant recovers oil or gas production from produced water prior to Applicant injecting it or transferring custody of it, then that production shall be allocated to each well in the proportion that it contributed to the total produced water.
5. If Applicant recovers gas production using a vapor recovery unit (VRU), then that gas production shall be allocated to each well in the proportion that it contributed to the total oil production.
6. 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.
7. 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.
8. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10(C)(2) NMAC.
9. Applicant shall install and utilize vessels that are appropriately designed to ensure sufficient separation of the fluids and to accurately measure oil and gas production.
10. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
11. If a well is not included in Exhibit A but produces from a pool and lease as described 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.
12. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.

13. 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).
14. 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**



**ALBERT C. S. CHANG
DIRECTOR**

DATE: 03/20/2026

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-1105
Operator: Devon Energy Production Company, LP (6137)
Central Tank Battery: Tater Tot 2 Central Tank Battery 5
Central Tank Battery Location: UL P, Section 2, Township 24 South, Range 29 East
Gas Title Transfer Meter Location: UL P, Section 2, Township 24 South, Range 29 East

Pools

Pool Name	Pool Code
CEDAR CANYON;BONE SPRING	11520
PURPLE SAGE;WOLFCAMP (GAS)	98220

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Bone Spring NMNM 106357665	SWNE, W2SE	35-23S-29E
	W2E2	02-24S-29E
CA Bone Spring NMNM 106357168	E2W2	35-23S-29E
	E2W2	02-24S-29E
CA Wolfcamp NMNM 106357171	W2	35-23S-29E
	W2	02-24S-29E
CA Wolfcamp NMNM 106357662	E2	35-23S-29E
	E2	02-24S-29E
CA Bone Spring SLO 204829 PUN 1403455	E2W2	35-23S-29E
	E2W2	02-24S-29E
CA Wolfcamp SLO 204830 PUN 1403462	W2	35-23S-29E
	W2	02-24S-29E
CA Wolfcamp SLO 204831 PUN 1404065	E2	35-23S-29E
	E2	02-24S-29E
CA Wolfcamp SLO 204832 PUN 1403479	SWNE, W2SE	35-23S-29E
	W2E2	02-24S-29E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-49054	TATER TOT 2 35 FEDERAL COM	E2W2	35-23S-29E	11520
	#332H	E2W2	02-24S-29E	
30-015-49053	TATER TOT 2 35 FEDERAL COM	SWNE, W2SE	35-23S-29E	11520
	#334H	W2E2	02-24S-29E	
30-015-49052	TATER TOT 2 35 FEDERAL COM	E2	35-23S-29E	98220
	#622H	E2	02-24S-29E	
30-015-49050	TATER TOT 2 35 FEDERAL COM	E2	35-23S-29E	98220
	#624H	E2	02-24S-29E	

30-015-49067	TATER TOT 2 35 FEDERAL COM #713H	E2	35-23S-29E	98220
		E2	02-24S-29E	
30-015-49049	TATER TOT 2 35 FEDERAL COM #712H	W2	35-23S-29E	98220
		W2	02-24S-29E	

Sante Fe Main Office
Phone: (505) 476-3441

General Information
Phone: (505) 629-6116

Online Phone Directory
<https://www.emnrd.nm.gov/ocd/contact-us>

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

CONDITIONS

Action 361004

CONDITIONS

Operator: DEVON ENERGY PRODUCTION COMPANY, LP 333 West Sheridan Ave. Oklahoma City, OK 73102	OGRID: 6137
	Action Number: 361004
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
sarah.clelland	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 email us at OCD.Engineer@emnrd.nm.gov .	3/25/2026